



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

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Notice and Agenda  
Mi-Wuk Sugar Pine Fire Protection District  
Board of Directors  
Regular Meeting, 7:00 PM, Tuesday, January 12, 2021  
Mi-Wuk Sugar Pine Fire Protection District  
24247 Highway 108, Mi Wuk Village, California

**In order to protect public health and the safety of our citizens, the facilities used for this meeting will be sanitized prior to the meeting and social distancing guidelines will be followed.  
Face masks are required.**

1. Call to Order \_\_\_\_\_
2. Pledge of Allegiance
3. Roll Call
  - a. President McDonald \_\_\_\_\_
  - b. Vice President Afshar \_\_\_\_\_
  - c. Treasurer Massman \_\_\_\_\_
  - d. Director Doss \_\_\_\_\_
  - e. Director Blake \_\_\_\_\_
  - f. Also Present:
    - i. Chief Klyn \_\_\_\_\_
    - ii. Office Manager/Board Clerk Dahlin \_\_\_\_\_
    - iii. Guests: \_\_\_\_\_
4. Swearing in of Director Doss who was appointed as if elected to a four-year term beginning December 4, 2020 and ending December 6, 2024.
5. Swearing in and badge pinning of Intern Fire Fighters; Chief Klyn
6. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors.
7. Approval of the Minutes of the December 8, 2020 Regular Meeting.  
Moved to Approve: \_\_\_\_\_ Seconded: \_\_\_\_\_  
Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_
8. Written Communications: There were none.
9. Reports:
  - a. Auxiliary Report: Sherry Blake, MWSPFPD Auxiliary President: No Action Required
  - b. CAL FIRE Report: No Action Required
  - c. Chief's Report: James Klyn, Fire Chief. No Action Required

10. Standing Committee Reports for Discussion and Action

- a. District Policies & Procedures Committee: Director Doss. No Action Required
  - i. Addition to the Injury and Illness Prevention Program (IIPP) of a Covid-19 Prevention Program (CPP)
  - ii. Revision to Policy and Procedures Administrative Manual: Chapter 2.03 Compensation and Benefits.
  - iii. Revision to Policy and Procedures Administrative Manual: Chapter 2.10 Hours of Work, Leaves, and Holiday.
- b. Treasurers Report on Budget Committee and Financial Reports: Treasurer Massman  
Financial Reports for Month Ending November 30, 2020:
  - i. Tuolumne County Trial Balance
  - ii. Tuolumne County Budget Status
  - iii. Month End Cash on Hand History

Moved to Receive: \_\_\_\_\_ Seconded: \_\_\_\_\_

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

11. Discussion and Action Items:

- a. Resolution 2021.01.12.1 Approving Tuolumne Public Power Agency (TPPA)  
Joint Powers Agreement Amendments; Chief Klyn
- b. Recognition of unanticipated revenue in the amount of approximately \$281,000 to be received from OES for strike team deployments which will be credited to 550 459119 State Emergency Firefighting. Various expense accounts will be increased to cover unanticipated expenses. The remaining funds will be used to increase Appropriations for Contingencies. (4/5 vote required); Treasurer Massman
- c. Potential future lease of apparatus; Director Doss
- d. 2021 New Laws Series, Part 8: The Brown Act Meets Social Media -  
A CSDA Article (Printed with permission from CSDA) Regarding AB 992 Open meetings: local agencies: social media, effective 01/01/2021; Chief Klyn

12. Director's Comments and Requests: Directors may report about various matters involving the District or may request matters be included on subsequent meeting agenda(s) for discussion and/or action.

Discussion will be limited to that necessary to clarify an issue or request. No action will be taken.

13. Final audience comments:

14. Adjournment: \_\_\_\_\_

*In accordance with the Americans with Disabilities Act, if you need special assistance (i.e. auxiliary aids or services) in order to participate in this public meeting, please contact the District at (209) 586-5256. Notification 48 hours prior to the start of the meeting will enable the District to make reasonable accommodation to ensure accessibility to this public meeting. Pursuant to the California Government Code section 54957.5, public records, including writings relating to an agenda item for open session of a meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at the Mi-Wuk Sugar Pine Fire Protection District office at 24247 Highway 108, Mi Wuk Village, California*



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

## Minutes

Mi-Wuk Sugar Pine Fire Protection District

Board of Directors

Regular Meeting, 7:00 PM, Tuesday, December 8, 2020

Mi-Wuk Sugar Pine Fire Protection District

24247 Highway 108, Mi Wuk Village, California

1. Call to Order – 7:00 PM
2. Pledge of Allegiance
3. Roll Call
  - a. President McDonald - Present
  - b. Vice President Afshar - Present
  - c. Treasurer Massman - Present
  - d. Director Doss - Absent
  - e. Director Blake - Present
  - f. Also Present:
    - i. Chief Klyn - Present
    - ii. Office Manager/Board Clerk Dahlin - Present
    - iii. Guests: \_\_\_\_\_

President McDonald moved up agenda item 7. Swearing in and badge pinning of Intern Fire Fighters; Chief Klyn swore in Fire Fighters KC Wade and Raymond Antonio, family members pinned their badges on each of them.

4. Swearing in of Director Blake and Director Doss who were appointed as if elected to a four-year term beginning December 4, 2020 and ending December 6, 2024. Director Blake was sworn in by Board Clerk Dahlin. Director Doss will be sworn in at the next meeting.
5. Board selection of the 2021 offices; President McDonald moved to keep the positions filled as they currently are, as follows:
  - a. President – Jim McDonald
  - b. Vice President – Carol Afshar
  - c. Treasurer – Mark Massman
  - d. Clerk to the Board - Bonnie Dahlin

Vice President Afshar seconded.

Ayes:   4   Noes:   0   Absent:   1   Abstain:   0

6. Board appointment of 2021 committee chairs and members: President McDonald appointed the standing committees as follows:
  - a. Budget Committee  
Chair: Treasurer Massman  
Members: President McDonald, Chief Klyn, Office Manager/Board Clerk Dahlin, Joan Walton
  - b. Policy and Procedures Committee  
Chair: Director Doss  
Members: Director Blake, Chief Klyn
7. Swearing in and badge pinning of Intern Fire Fighters – was conducted prior to agenda item 4
8. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors. There were none.
9. Approval of the Minutes of the November 10, 2020 Regular Meeting.  
Moved to Approve: Treasurer Massman    Seconded: Director Blake  
Ayes:   4   Noes:   0   Absent:   1   Abstain:   0
10. Written Communications: There were none.
11. Reports:
  - a. Auxiliary Report and Annual Fall Drawing: Sherry Blake, MWSPFPD Auxiliary President did not have a written report but expressed her gratefulness to the community for raising over \$16,500 in this year's only fundraiser. They plan on holding a virtual fundraiser selling calendars and note cards with pictures taken by the firefighters and compiled by Director Blake. President Blake and Auxiliary Treasurer Joan Walton drew the winners in the Fall Drawing. Congratulations go to:  
First prize of \$300 – Linda Clark of Odd Fellows  
Second prize of \$200 – Diane Powell of Livermore  
Third prize of \$100 – Jason and Bryna Osgood of Manteca
  - b. USFS Report: No report
  - c. CAL FIRE Report: No report
  - d. Chief's Report: James Klyn, Fire Chief, read and elaborated on the written report that is in the meeting record. He noted that the District's calls for November are not in his written report but are available in his office. He also noted that for the first time in his 8 years with the District there were more calls in District – 17, than out-of-District – 16.  
  
During the Chief's Report President McDonald briefly left the room on a personal matter and Vice President Afshar presided over the meeting.
  - e. District Policies & Procedures Committee: Director Doss was absent. No report
  - f. Treasurers Report on Budget Committee and Financial Reports: Treasurer Massman, read and elaborated on the written report that is in the meeting record. Office Manager/Board Clerk Dahlin informed the Board that she has discussed the loans from the County with Auditor/Controller Debi Bautista. The County supports the District responding to the State fires and are comfortable advancing the funds due to the expected revenue/reimbursements due from OES. The 5 invoices received to date exceed the amount of the loan from the County.



President McDonald returned to the meeting.

Financial Reports for Month Ending October 31, 2020:

- i. Tuolumne County Trial Balance
- ii. Tuolumne County Budget Status
- iii. Month End Cash on Hand History

Moved to Receive: Vice President Afshar Seconded: Director Blake

Ayes:   4   Noes:   0   Absent:   1   Abstain:   0  

12. Discussion and Action Items:

- a. Discussion of Final Draft Joint Exercise of Powers Agreement for Tuolumne County Fire Authority and Final Draft Sample Resolution; President McDonald summarized the proposed JPA and tax measure. Chief Klyn reported that he does not want to participate in it without the support of the community and has reached out as much as possible but that there was not time for a mailing and large meetings cannot be held at this time. The resolution would need to be signed by December 31<sup>st</sup>. President McDonald reported that he, Chief Klyn and Director Doss attended the MAHA Board Meeting on Friday, December 4<sup>th</sup> Mike Welch, President of the MAHA Board and former MWSP Board President, was present. He spoke in length about previous efforts for increased taxes, the Benefit Assessment and against the District's participation in the current tax measure. He reported that the MAHA Board has voted to not endorse the JPA and tax measure. Tim Wallace and Sherry Blake also spoke against it. After lengthy discussion, the consensus was that there are still many questions that are not addressed in the JPA and it is not a good time to ask the District's supportive community to pay more in taxes.

Director Blake made a motion that the District **will not** participate in the JPA and tax measure. Vice President Afshar seconded. Treasurer Massman suggested that the District send a letter of response stating that unless a sunset clause be added, a cap of 1-2% be placed on the administrative fee and an adjustment be made to the portion of the property taxes the District receives for out-of-District calls, the District would not be willing to participate.

President McDonald called for a vote on the current motion that the District **will not** participate in the JPA and tax measure.

Ayes: 3 - President McDonald, Vice President Afshar, Director Blake

Noes: 0

Absent: 1 - Director Doss

Abstain: 1 - Treasurer Massman

- b. Resolution No. 2020.12.08.1 Authorizing the Fire Chief to Authorize The Mi-Wuk Sugar Pine Fire Protection District's Participation In The Joint Exercise Of Powers Agreement For The Tuolumne County Fire Authority; No vote held due to action on Item 12a.
- c. Potential future lease of apparatus; Director Doss was absent – Item Tabled

13. Director's Comments and Requests: Directors may report about various matters involving the District or may request matters be included on subsequent meeting agenda(s) for discussion and/or action. Discussion will be limited to that necessary to clarify an issue or request. No action will be taken. Vice President Afshar requested that an item be placed on the January agenda for the discussion of possibly purchasing trail cams, with the help of the Auxiliary, for potential fire hazard areas in the community. President McDonald expressed his appreciation for the input that was received from the community

and MAHA. He stated that keeping the goodwill of the community is important and the District will work, with the help of the budget committee, to find ways to meet other goals such as benefits.

14. Final audience comments: There were none.

15. Adjournment: 8:23 PM

Approved by the District Board of Directors in the meeting assembled December 8, 2020.

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President McDonald

DRAFT



# MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

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## Chiefs Notes For December

1. The Santa Motorcade was a huge success. Santa rode in the back of Chiefs truck and was able to yell and wave holiday joy to all who came out to the streets to see him. No stops were made this year for up close conversation with Santa, but this was our biggest turnout yet with all the folks who came to wave and say hello. Big thanks to Santa for being Santa, and Engineer Swanson for putting the event together this year.
2. The fire station had all air ducts in the station professionally cleaned for the first time. They even removed the dead mouse from our ducts.
3. Thank you everyone who donated delicious sweets to the fire station. The extra "insulation" we pack on helps keep us warm through the cold season
4. Incident breakdown for December:
  - a. 40 incidents-
  - b. 18 in District
  - c. 22 out of District
  - d. 20 EMS (Emergency Medical Service)
  - e. 00 MVA (Motor Vehicle Accident)
  - f. 05 Fires
  - g. 15 PSA (Public Service Assist)
5. Incident breakdown for 2020:
  - a. 475 incidents-
  - b. 154 in District
  - c. 321 out of District

# COVID-19 Prevention Program (CPP) for Mi Wuk Sugar Pine Fire Protection District

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

**Date: 12/14/2020**

## Authority and Responsibility

Fire Chief James Klyn has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

## Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

## Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by following all precautions and measures as stated in Prevention Programs by CDPH, Tuolumne County Health Department, Cal/OSHA, and SDRMA (or current insurance provider)

## Employee screening

We screen our employees by: Directly screen employees when they come to work or having them self-screen according to CDPH guidelines. Ensure that face coverings are used during screening by both screeners and employees and temperatures are measured using non-contact thermometers.

## Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards.



## Control of COVID-19 Hazards

### Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Eliminating the need for workers to be in the workplace – e.g., telework or other remote work arrangements.
- Reducing the number of persons in an area at one time, including visitors.
- Adjusted work processes or procedures to allow greater distance between employees- e.g., only one person cooks or cleans in kitchen at any given time, every other recliner is to remain empty during down time, spare bedrooms be used to leave every other bed empty in sleeping quarters.

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

### Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. Employees are provided N95 masks, face shields or eye protection such as goggles or safety glasses. The N95 masks are disposed of after each use, and all face/ eye protection is disinfected per manufacture specification. Guests not wearing a mask will not be permitted to enter facility.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees wearing respiratory protection in accordance with CCR Title 8 section 5144 or other safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

### Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals: Masks and eye protection while riding in fire apparatus. Masks, eye protection, and gowns when operating on emergency scenes where Turnouts, SCBAs, and Wildland fire PPE are not a necessity.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Open doors and windows as weather permits

### Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Ensuring adequate supplies and adequate time for it to be done properly. H2Orange2 will be used at

least once a day or more if needed.

- Informing the employees of the frequency and scope of cleaning and disinfection.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: Full decontamination of all wipeable surfaces in the station and apparatus bay, including tools and apparatus employee could have possibly touched or been near.

### **Shared tools, equipment and personal protective equipment (PPE)**

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by use of a cleaning/sanitizing wipes or spray.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

### **Hand sanitizing**

In order to implement effective hand sanitizing procedures, we:

- Inspect and clean handwashing facilities.
- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids. [Delete if not applicable to your workplace.]

## **Investigating and Responding to COVID-19 Cases**

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered COVID-19 testing at no cost during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

## **System for Communicating**

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees should report COVID-19 symptoms and possible hazards to their Company Officer immediately. This should be done via phone call so the Company Officer can make accommodations asap.
- That employees can report symptoms and hazards without fear of reprisal.
- Where testing is not required, employees can access COVID-19 testing **information @**

[www.lhi.care/covidtesting](http://www.lhi.care/covidtesting) or call 1-888-634-1123.

- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards will be given to all employees to read and review while talking it during "tailgate safety meetings".

## Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.
- Providing employees at the time of exclusion with information on available benefits.

## Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in

6  
accordance with CCR Title 8 section 3203(b).

- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

### Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
    - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
    - COVID-19 symptoms have improved.
    - At least 10 days have passed since COVID-19 symptoms first appeared.
  - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
  - A negative COVID-19 test will not be required for an employee to return to work.
  - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
- 

Fire Chief James Klyn



12/14/2020

## Additional Consideration #1

### Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
  - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
  - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
  - We will provide additional testing when deemed necessary by Cal/OSHA.

#### Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

#### Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

#### COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.



- 3
- Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.
  - [describe other applicable controls].

**Notifications to the local health department**

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

## **Additional Consideration #2**

### **Major COVID-19 Outbreaks**

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

#### **COVID-19 testing**

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

#### **Exclusion of COVID-19 cases**

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

#### **Investigation of workplace COVID-19 illnesses**

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

#### **COVID-19 hazard correction**

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

#### **Notifications to the local health department**

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department**.

## Additional Consideration #3

### COVID-19 Prevention in Employer-Provided Housing

#### Physical distancing and controls

We will ensure:

- The premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.
- Beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e., side by side, the beds will be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e., end to end, the beds will be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds will not be used.
- Maximization of the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system in housing units.

#### Face coverings

We will provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

#### Cleaning and disinfection

We will ensure that:

- Housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.
- Unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

#### Screening

We will encourage employees to report COVID-19 symptoms to the Fire Chief or Company officer Chief is not available.

#### COVID-19 testing

We will establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

#### Isolation of COVID-19 cases and persons with COVID-19 exposure

We will:

- Effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation will include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.
- Effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation will include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area, bathroom, and cooking and eating facility that is not shared by non-COVID-19-case occupants.
- Keep confidential any personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms, in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.
- End isolation in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria**, and any applicable local or state health officer orders.

## Additional Consideration #4

### COVID-19 Prevention in Employer-Provided Transportation to and from Work

#### Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

#### Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our CPP **Physical Distancing and Face Coverings** are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our CPP **Face Coverings**.

#### Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

#### Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

#### Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

#### Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

[illegible]



## Appendix B: COVID-19 Inspections

Review the information available at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/) for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace.

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
<b>Administrative</b>			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>PPE (not shared, available and being worn)</b>			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

## Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

**Date:**

**Name of person conducting the investigation:**

<b>Employee (or non-employee*) name:</b>		<b>Occupation (if non-employee, why they were in the workplace):</b>	
<b>Location where employee worked (or non-employee was present in the workplace):</b>		<b>Date investigation was initiated:</b>	
<b>Was COVID-19 test offered?</b>		<b>Name(s) of staff involved in the investigation:</b>	
<b>Date and time the COVID-19 case was last present in the workplace:</b>		<b>Date of the positive or negative test and/or diagnosis:</b>	
<b>Date the case first had one or more COVID-19 symptoms:</b>		<b>Information received regarding COVID-19 test results and onset of symptoms (attach documentation):</b>	

**Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):**

<b>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</b>			
<b>All employees who may have had COVID-19 exposure and their authorized representatives.</b>	<b>Date:</b>		
	<b>Names of employees that were notified:</b>		
<b>Independent contractors and other employers present at the workplace during the high-risk exposure period.</b>	<b>Date:</b>		
	<b>Names of individuals that were notified:</b>		
<b>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</b>		<b>What could be done to reduce exposure to COVID-19?</b>	
<b>Was local health department notified?</b>		<b>Date:</b>	

\*Should an employer be made aware of a non-employee infection source COVID-19 status.

[illegible]



## TRIAL BALANCE

BY FUND

Page 1

## Selection Criteria:

Fiscal Year 2021 Period 5 (November)  
Fund 9030 Mi-Wuk Fire District

Account	Description	Beginning	Net Activity	Ending
100100	Equity In Treasurers Pooled Ca	73.81	-1.39	72.42
100400	Petty Cash	500.00	0.00	500.00
120000	Land	73,132.00	0.00	73,132.00
122000	Buildings And Improvements	731,393.11	0.00	731,393.11
124000	Equipment	439,240.10	0.00	439,240.10
127000	Accum Depreciation-Bldgs & Imp	-310,331.00	0.00	-310,331.00
129100	Accum Depreciation-Equipment	-127,785.92	0.00	-127,785.92
	<b>Total Assets</b>	<b>806,222.10</b>	<b>-1.39</b>	<b>806,220.71</b>
201210	Notes Payable-Current	-28,220.28	0.00	-28,220.28
202100	Accounts Payable	0.00	0.00	0.00
202200	Sales Tax Payable	-56.73	0.00	-56.73
203150	Payroll Clearing Account	0.00	0.00	0.00
203210	Salaries & Benefits Payable	-8,572.45	3,317.74	-5,254.71
203215	Accrued Vacation	-8,147.00	0.00	-8,147.00
203225	Accrued Sick	-6,425.00	0.00	-6,425.00
203500	Federal Withholding Payable	-1,364.78	560.99	-803.79
203600	FICA Payable	-1,751.57	679.41	-1,072.16
203700	State Withholding Payable	-481.02	213.23	-267.79
203935	Deferred Compensation Benefits	-62.50	-12.50	-75.00
203945	SDI Payable	-114.54	44.46	-70.08
205310	Advances to Other Funds	-210,300.00	-23,700.00	-234,000.00
221005	Notes Payable-Long Term	-156,948.46	0.00	-156,948.46
	<b>Total Liabilities</b>	<b>-422,444.33</b>	<b>-18,896.67</b>	<b>-441,341.00</b>
262010	Agency Obligation	-12,027.50	0.00	-12,027.50
280600	Capital Assets, net	-805,648.29	0.00	-805,648.29
	<b>Total Fund Balance</b>	<b>-817,675.79</b>	<b>0.00</b>	<b>-817,675.79</b>
411110	Ppty Taxes -Current Secured	0.00	-18,632.53	-18,632.53
412110	Ppty Taxes - Current Unsecured	-3,951.55	-8.08	-3,959.63
441110	Interest Income	-344.37	13.00	-331.37
458110	State - Homeowners' Property T	0.00	-178.50	-178.50
459119	State - Emergency Fire Fightin	20,881.00	0.00	20,881.00
483110	Miscellaneous Income	-40.00	0.00	-40.00
483111	Misc Income - Reimbursements	-187.71	-150.21	-337.92
489107	California Fire Foundation	-15,000.00	0.00	-15,000.00
491110	Sale Of Fixed Assets	-1,500.00	0.00	-1,500.00
496000	Donations	-25.00	0.00	-25.00
496060	Donations- Auxiliary-Utilities	-896.65	-347.60	-1,244.25
496065	Donations- Auxiliary- Misc	-1,212.62	-388.69	-1,601.31
	<b>Total Revenue</b>	<b>-2,276.90</b>	<b>-19,692.61</b>	<b>-21,969.51</b>
511110	Regular Salaries	298,301.08	21,550.50	319,851.58
511132	Recruitment Expense	305.00	94.00	399.00
511140	Salaries - Termination	1,307.88	0.00	1,307.88
511153	Part-Time/Reserve Salaries	20,712.42	4,663.61	25,376.03
511160	Overtime Salaries	32,323.49	4,381.11	36,704.60
512225	Life Insurance	54.00	13.50	67.50
512310	Workers Compensation Insurance	14,736.76	0.00	14,736.76
512410	F.I.C.A.	26,977.42	2,340.48	29,317.90
512420	Unemployment Insurance	500.00	125.00	625.00
521210	Clothing & Personal Supplies	2,311.78	1,037.83	3,349.61
521310	Communications	1,062.16	284.66	1,346.82
521425	Food - Other	109.98	0.00	109.98
521510	Household Expense	715.26	265.21	980.47

**TRIAL BALANCE**

BY FUND

## Selection Criteria:

Fiscal Year 2021 Period 5 (November)

Fund 9030 Mi-Wuk Fire District

<u>Account</u>	<u>Description</u>	<u>Beginning</u>	<u>Net Activity</u>	<u>Ending</u>
521610	Insurance	6,581.00	0.00	6,581.00
522110	Maintenance Equipment	2,162.26	9.96	2,172.22
522120	Maint Equip-Vehicles	4,108.28	188.10	4,296.38
522122	Maint- Vehicles- Internal	229.73	0.00	229.73
522177	Fire Extinguisher Testing	129.73	0.00	129.73
522510	Maintenance - Buildings & Imps	478.66	153.82	632.48
522512	Maintenance - Grounds	1,521.34	0.00	1,521.34
523210	Dues & Memberships	0.00	148.75	148.75
525110	Office Expense	254.07	177.99	432.06
525140	Office Expense - Photocopy	344.46	202.79	547.25
525150	Office Expense - Postage	175.85	36.60	212.45
526110	P S & S-Professional Services	3,866.80	0.00	3,866.80
526124	P S & S-Auditor-Controller	784.00	187.25	971.25
527210	Rents & Leases-Equipment	527.49	79.26	606.75
527410	Small Tools	60.02	44.88	104.90
528110	Special Departmental Expense	6.90	0.00	6.90
529110	Transp. & Travel - Fuel	5,367.62	1,043.21	6,410.83
529130	Trans. & Travel - Private Auto	134.67	26.57	161.24
529140	Travel	117.56	0.00	117.56
529210	Utilities	2,555.65	1,167.15	3,722.80
529910	Expendable Equipment	1,250.95	368.44	1,619.39
598410	Interest - Long-Term Debt	6,100.65	0.00	6,100.65
	<b>Total Expenditures</b>	<b>436,174.92</b>	<b>38,590.67</b>	<b>474,765.59</b>
822	Overtime Hours	1,117.90	126.50	1,244.40
850	Vacation Taken	282.00	0.00	282.00
852	Sick Leave	100.60	1.00	101.60
860	Vacation Leave Pay Off	72.55	0.00	72.55
862	Sick Leave Payoff	6.00	0.00	6.00
	<b>Total Non-Budgetary Expenditures</b>	<b>1,579.05</b>	<b>127.50</b>	<b>1,706.55</b>
		<b>1,579.05</b>	<b>127.50</b>	<b>1,706.55</b>

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ORGANIZATION BUDGET STATUS

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Fiscal Year: 2021 As of: 11-30-2020  
Fund: 9030  
Department: %  
Beg. Account: % to 999999  
Program Code: %

## Dept 500 Revenue

## Mi Wuk Fire

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Amount Received	Remaining Amount	Percent Remaining
9030	204500	0000	411110	Ppty Taxes - Current Secured	187,884.00	18,632.53	18,632.53	169,251.47	90.08
9030	204500	0000	412110	Ppty Taxes - Current Unsecured	4,291.00	8.08	3,959.63	331.37	7.72
9030	204500	0000	414110	Ppty Taxes - Prior Unsecured	82.00	0.00	0.00	82.00	100.00
9030	204500	0000	416110	Supplemental Property Taxes -	2,301.00	0.00	0.00	2,301.00	100.00
				<b>Total Taxes</b>	<b>194,558.00</b>	<b>18,640.61</b>	<b>22,592.16</b>	<b>171,965.84</b>	<b>88.39</b>
9030	204500	0000	441110	Interest Income	1,500.00	-13.00	331.37	1,168.63	77.91
				<b>Total Revenue From Use of Money And</b>	<b>1,500.00</b>	<b>-13.00</b>	<b>331.37</b>	<b>1,168.63</b>	<b>77.91</b>
9030	204500	0000	458110	State - Homeowners' Property T	2,027.00	178.50	178.50	1,848.50	91.19
				<b>Total State Revenues</b>	<b>2,027.00</b>	<b>178.50</b>	<b>178.50</b>	<b>1,848.50</b>	<b>91.19</b>
9030	204500	0000	469840	Other Govs- San Francisco	613.00	0.00	0.00	613.00	100.00
				<b>Total Federal Revenues</b>	<b>613.00</b>	<b>0.00</b>	<b>0.00</b>	<b>613.00</b>	<b>100.00</b>
9030	204500	0000	471211	Benefit Assessments-Fire Assmt	285,413.00	0.00	0.00	285,413.00	100.00
				<b>Total Charges for Services</b>	<b>285,413.00</b>	<b>0.00</b>	<b>0.00</b>	<b>285,413.00</b>	<b>100.00</b>
9030	204500	0000	483110	Miscellaneous Income	40.00	0.00	40.00	0.00	0.00
9030	204500	0000	483111	Misc Income - Reimbursements	0.00	0.00	0.00	0.00	0.00
				<b>Total Miscellaneous Revenues</b>	<b>40.00</b>	<b>0.00</b>	<b>40.00</b>	<b>0.00</b>	<b>0.00</b>
9030	204500	0000	491110	Sale Of Fixed Assets	0.00	0.00	1,500.00	-1,500.00	0.00
9030	204500	0000	496000	Donations	0.00	0.00	25.00	-25.00	0.00
				<b>Total Other Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>1,525.00</b>	<b>-1,525.00</b>	<b>0.00</b>
				<b>Department Total</b>	<b>484,151.00</b>	<b>18,806.11</b>	<b>24,667.03</b>	<b>459,483.97</b>	<b>94.91</b>

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Program Code: %

## Dept 550 Revenue

MI Wuk- Special Projects

<u>Fund</u>	<u>Dept.</u>	<u>Program</u>	<u>Account</u>	<u>Description</u>	<u>Budgeted Amount</u>	<u>Current Period</u>	<u>Amount Received</u>	<u>Remaining Amount</u>	<u>Percent Remaining</u>
9030	204550	0000	459119	State - Emergency Fire Fightin	234,527.00	0.00	-20,881.00	255,408.00	108.90
				<b>Total State Revenues</b>	<b>234,527.00</b>	<b>0.00</b>	<b>-20,881.00</b>	<b>255,408.00</b>	<b>108.90</b>
9030	204550	0000	469207	Fed- VFA Grant	15,585.00	0.00	0.00	15,585.00	100.00
				<b>Total Federal Revenues</b>	<b>15,585.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,585.00</b>	<b>100.00</b>
9030	204550	0000	483111	Misc Income - Reimbursements	3,500.00	150.21	337.92	3,162.08	90.35
9030	204550	0000	489107	California Fire Foundation	15,000.00	0.00	15,000.00	0.00	0.00
				<b>Total Miscellaneous Revenues</b>	<b>18,500.00</b>	<b>150.21</b>	<b>15,337.92</b>	<b>3,162.08</b>	<b>17.09</b>
9030	204550	0000	496060	Donations- Auxiliary-Utilities	4,900.00	347.60	1,244.25	3,655.75	74.61
9030	204550	0000	496063	Donations- Auxiliary- Clothing	3,358.00	0.00	0.00	3,358.00	100.00
9030	204550	0000	496065	Donations- Auxiliary- Misc	13,650.00	388.69	1,601.31	12,048.69	88.27
				<b>Total Other Financing Sources</b>	<b>21,908.00</b>	<b>736.29</b>	<b>2,845.56</b>	<b>19,062.44</b>	<b>87.01</b>
				<b>Department Total</b>	<b>290,520.00</b>	<b>886.50</b>	<b>-2,697.52</b>	<b>293,217.52</b>	<b>100.93</b>
				<b>Fund Total</b>	<b>774,671.00</b>	<b>19,692.61</b>	<b>21,969.51</b>	<b>752,701.49</b>	<b>97.16</b>

End of Report

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ORGANIZATION BUDGET STATUS

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Fiscal Year: 2021 As of: 11-30-2020

Fund: 9030

Department: %

Beg. Account: % to 999999

Program Code: %

## Dept 500 Expense

Mi Wuk Fire

Target  
58.33%

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204500	0000	511110	Regular Salaries	215,000.00	15,665.60	0.00	77,857.34	137,142.66	63.79
9030	204500	0000	511132	Recruitment Expense	2,810.00	94.00	0.00	399.00	2,411.00	85.80
9030	204500	0000	511140	Salaries - Termination	1,038.00	0.00	0.00	1,307.88	-269.88	-26.00
9030	204500	0000	511153	Part-Time/Reserve Salaries	73,000.00	4,663.61	0.00	25,376.03	47,623.97	65.24
9030	204500	0000	511160	Overtime Salaries	55,000.00	4,381.11	0.00	36,704.60	18,295.40	33.26
9030	204500	0000	512215	Employee Physicals	200.00	0.00	0.00	0.00	200.00	100.00
9030	204500	0000	512225	Life Insurance	2,722.00	13.50	0.00	67.50	2,654.50	97.52
9030	204500	0000	512310	Workers Compensation Insurance	14,737.00	0.00	0.00	14,736.76	0.24	0.00
9030	204500	0000	512320	Sheriff (4850) Salaries	0.00	0.00	0.00	0.00	0.00	0.00
9030	204500	0000	512410	F.I.C.A.	26,319.00	2,340.48	0.00	21,280.30	5,038.70	19.14
9030	204500	0000	512420	Unemployment Insurance	1,500.00	125.00	0.00	625.00	875.00	58.33
Total Salaries and Employee Benefits					392,326.00	27,283.30	0.00	178,354.41	213,971.59	54.54
9030	204500	0000	521210	Clothing & Personal Supplies	1,000.00	1,037.83	0.00	3,349.61	-2,349.61	-234.96
9030	204500	0000	521310	Communications	4,088.00	284.66	0.00	1,346.82	2,741.18	67.05
9030	204500	0000	521425	Food - Other	255.00	0.00	0.00	0.00	255.00	100.00
9030	204500	0000	521510	Household Expense	1,100.00	152.72	0.00	356.18	743.82	67.62
9030	204500	0000	521610	Insurance	6,581.00	0.00	0.00	6,581.00	0.00	0.00
9030	204500	0000	522110	Maintenance Equipment	3,600.00	9.96	0.00	2,172.22	1,427.78	39.66
9030	204500	0000	522120	Maint Equip-Vehicles	12,000.00	188.10	0.00	4,296.38	7,703.62	64.20
9030	204500	0000	522122	Maint- Vehicles- Internal	3,500.00	0.00	0.00	229.73	3,270.27	93.44
9030	204500	0000	522177	Fire Extinguisher Testing	340.00	0.00	0.00	129.73	210.27	61.84
9030	204500	0000	522510	Maintenance - Buildings & Imps	2,372.00	28.82	0.00	382.48	1,989.52	83.88
9030	204500	0000	522512	Maintenance - Grounds	50.00	0.00	0.00	1,521.34	-1,471.34	-2,942.68
9030	204500	0000	523210	Dues & Memberships	3,293.00	148.75	0.00	148.75	3,144.25	95.48
9030	204500	0000	525110	Office Expense	1,000.00	177.99	0.00	273.71	726.29	72.63
9030	204500	0000	525140	Office Expense - Photocopy	700.00	51.59	0.00	201.05	498.95	71.28
9030	204500	0000	525150	Office Expense - Postage	400.00	36.60	0.00	212.45	187.55	46.89
9030	204500	0000	526106	P S & S - Tax Admin Fee	5,088.00	0.00	0.00	0.00	5,088.00	100.00
9030	204500	0000	526107	P S & S -Tax Parcel Fee	4,052.00	0.00	0.00	0.00	4,052.00	100.00
9030	204500	0000	526110	P S & S-Professional Services	9,720.00	0.00	0.00	3,866.80	5,853.20	60.22
9030	204500	0000	526124	P S & S-Auditor-Controller	2,500.00	187.25	0.00	971.25	1,528.75	61.15
9030	204500	0000	527110	Publications & Legal Notices	175.00	0.00	0.00	0.00	175.00	100.00
9030	204500	0000	527210	Rents & Leases-Equipment	1,450.00	79.26	0.00	606.75	843.25	58.16
9030	204500	0000	527310	Rents & Leases - Bldgs & Impro	135.00	0.00	0.00	0.00	135.00	100.00
9030	204500	0000	527410	Small Tools	300.00	44.88	0.00	104.90	195.10	65.03
9030	204500	0000	528110	Special Departmental Expense	1,000.00	0.00	0.00	6.90	993.10	99.31
9030	204500	0000	528184	SDE-Awards & Certificates	50.00	0.00	0.00	0.00	50.00	100.00
9030	204500	0000	529110	Transp. & Travel - Fuel	10,000.00	653.34	0.00	2,536.34	7,463.66	74.64
9030	204500	0000	529120	Travel - Training And Seminars	2,500.00	0.00	0.00	0.00	2,500.00	100.00
9030	204500	0000	529130	Trans. & Travel - Private Auto	450.00	26.57	0.00	161.24	288.76	64.17
9030	204500	0000	529140	Travel	100.00	0.00	0.00	0.00	100.00	100.00



Report ID: TCGL0012

PeopleSoft  
ORGANIZATION BUDGET STATUS

Page No. 2  
Run Date 12/28/2020  
Run Time 10:47:40

Fiscal Year: 2021 As of: 11-30-2020  
Fund: 9030  
Department: %  
Beg. Account: % to 999999  
Program Code: %

## Dept 500 Expense

Target  
58.33%

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204500	0000	529210	Utilities	9,300.00	856.67	0.00	2,528.65	6,771.35	72.81
9030	204500	0000	529910	Expendable Equipment	0.00	368.44	0.00	1,335.10	-1,335.10	0.00
				Total Services and Supplies	87,099.00	4,333.43	0.00	33,319.38	53,779.62	61.75
9030	204500	0000	542200	Buildings & Improvements	0.00	0.00	0.00	0.00	0.00	0.00
9030	204500	0000	543000	Vehicles	0.00	0.00	0.00	0.00	0.00	0.00
				Total Fixed Assets	0.00	0.00	0.00	0.00	0.00	0.00
9030	204500	0000	559000	Fixed Asset Contra Account	0.00	0.00	0.00	0.00	0.00	0.00
				Total Fixed Assets	0.00	0.00	0.00	0.00	0.00	0.00
9030	204500	0000	598410	Interest - Long-Term Debt	34,643.00	0.00	0.00	6,100.65	28,542.35	82.39
				Total Depreciation	34,643.00	0.00	0.00	6,100.65	28,542.35	82.39
9030	204500	0000	691110	Appropriation For Contingencie	122,267.00	0.00	0.00	0.00	122,267.00	100.00
9030	204500	0000	691170	Contingencies- Long Term Debt	156,948.00	0.00	0.00	0.00	156,948.00	100.00
				Total Appropriation for Contingencie	279,215.00	0.00	0.00	0.00	279,215.00	100.00
				Department Total	793,283.00	31,616.73	0.00	217,774.44	575,508.56	72.55

Report ID: TCGL0012

PeopleSoft  
ORGANIZATION BUDGET STATUSPage No. 3  
Run Date 12/28/2020  
Run Time 10:47:48Fiscal Year: 2021 As of: 11-30-2020  
Fund: 9030  
Department: %  
Beg. Account: % to 999999  
Program Code: %

## Dept 550 Expense

MI Wuk- Special Projects

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204550	0000	511110	Regular Salaries	108,689.00	5,884.90	0.00	241,994.24	-133,305.24	-122.65
9030	204550	0000	512310	Workers Compensation Insurance	5,869.00	0.00	0.00	0.00	5,869.00	100.00
9030	204550	0000	512410	F.I.C.A.	8,315.00	0.00	0.00	8,037.60	277.40	3.34
				<b>Total Salaries and Employee Benefits</b>	<b>122,873.00</b>	<b>5,884.90</b>	<b>0.00</b>	<b>250,031.84</b>	<b>-127,158.84</b>	<b>-103.49</b>
9030	204550	0000	521210	Clothing & Personal Supplies	33,943.00	0.00	0.00	0.00	33,943.00	100.00
9030	204550	0000	521310	Communications	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	521425	Food - Other	600.00	0.00	0.00	109.98	490.02	81.67
9030	204550	0000	521510	Household Expense	2,050.00	112.49	0.00	624.29	1,425.71	69.55
9030	204550	0000	522110	Maintenance Equipment	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	522120	Maint Equip-Vehicles	500.00	0.00	0.00	0.00	500.00	100.00
9030	204550	0000	522510	Maintenance - Buildings & Imps	500.00	125.00	0.00	250.00	250.00	50.00
9030	204550	0000	523210	Dues & Memberships	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	525110	Office Expense	300.00	0.00	0.00	158.35	141.65	47.22
9030	204550	0000	525140	Office Expense - Photocopy	200.00	151.20	0.00	346.20	-146.20	-73.10
9030	204550	0000	528110	Special Departmental Expense	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	529110	Transp. & Travel - Fuel	4,700.00	389.87	0.00	3,874.49	825.51	17.56
9030	204550	0000	529140	Travel	0.00	0.00	0.00	117.56	-117.56	0.00
9030	204550	0000	529210	Utilities	4,900.00	310.48	0.00	1,194.15	3,705.85	75.63
9030	204550	0000	529910	Expendable Equipment	10,000.00	0.00	0.00	284.29	9,715.71	97.16
				<b>Total Services and Supplies</b>	<b>57,693.00</b>	<b>1,089.04</b>	<b>0.00</b>	<b>6,959.31</b>	<b>50,733.69</b>	<b>87.94</b>
				<b>Department Total</b>	<b>180,566.00</b>	<b>6,973.94</b>	<b>0.00</b>	<b>256,991.15</b>	<b>-76,425.15</b>	<b>-42.33</b>
				<b>Fund Total</b>	<b>973,849.00</b>	<b>38,590.67</b>	<b>0.00</b>	<b>474,765.59</b>	<b>499,083.41</b>	<b>51.25</b>

End of Report

### Cash on Hand by Month

	FY 20/21	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15
Jul 31	\$ 139,966.78	\$ 202,670.42	\$ 160,788.10	\$ 125,178.72	\$ 102,836.45	\$ 91,027.21	\$ 98,475.15
Aug 31	\$ 109,571.47	\$ 158,568.34	\$ 77,662.37	\$ 90,372.49	\$ 65,207.79	\$ 56,481.78	\$ 55,133.05
Sep 30	\$ 94.93	\$ 97,354.43	\$ 30,713.08	\$ 64,183.33	\$ 46,469.69	\$ 26,082.37	\$ 15,583.75
Oct 31	\$ 73.81	\$ 43,783.05	\$ 51.87	\$ 35,625.92	\$ 20,695.14	\$ 54.93	\$ 91.48
Nov 30	\$ 72.42	\$ 59.18	\$ 72.52	\$ 25,495.92	\$ 28,413.14	\$ 117.19	\$ 33.08
Dec 31		\$ 140,891.71	\$ 185,032.02	\$ 197,024.76	\$ 174,746.43	\$ 150,895.35	\$ 143,297.01
Jan 31		\$ 87,320.27	\$ 172,709.26	\$ 198,245.16	\$ 148,725.48	\$ 123,196.88	\$ 107,361.47
Feb 28		\$ 101,410.30	\$ 129,344.83	\$ 161,654.76	\$ 113,087.15	\$ 93,346.87	\$ 80,807.04
Mar 31		\$ 120,130.72	\$ 137,982.68	\$ 135,241.04	\$ 66,058.64	\$ 27,117.75	\$ 51,204.32
Apr 30		\$ 264,014.83	\$ 275,251.54	\$ 272,357.19	\$ 214,194.29	\$ 98,760.14	\$ 165,464.83
May 31		\$ 224,705.05	\$ 271,468.33	\$ 245,512.31	\$ 193,849.35	\$ 69,401.49	\$ 150,907.81
Jun 30		\$ 209,376.59	\$ 256,825.82	\$ 225,419.40	\$ 180,850.91	\$ 166,612.59	\$ 147,732.11

**Significant impacts on November cash:**

Received an additional \$23,700 loan from the County for a total of \$234,000  
 Recieved \$18,811 in property tax revenue  
 OES Reimbursements of \$20,881 for June Deployments not yet received.  
 Strike team wages paid: November - \$5,885 YTD - \$241,994  
 Paid \$1,038 - Clothing and Personal Supplies - \$693 of that for Wildland Gloves

## Fire Chief

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

Hello All,

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

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

Please let me know if you have any questions

Liz Peterson  
Coordinator  
Tuolumne Public Power Agency

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

**From:** Liz Peterson  
**Sent:** Friday, May 24, 2019 3:45 PM  
**To:**

Steve McClintock - Mi Wuk/Sugar Pine Fire <smcclintock@mwsfire.us>;

**Subject: TPPA Updates and FY19-20 Rate**

Good Afternoon TPPA Membership,

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

**New Member**

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

**Tier 1 and 2 Changes**

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

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

So please stay tuned for more on this.

**FY 19-20 Rate**

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

FY18-19 rate: \$.0771

FY19-20 rate: \$.0845

**PG&E Public Power Safety Shutoff**

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

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

Thanks so much and have a great weekend!

Liz Peterson  
Coordinator  
Tuolumne Public Power Agency

2 South Green St. Sonora, CA 95370  
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[epeterson@co.tuolumne.ca.us](mailto:epeterson@co.tuolumne.ca.us)  
[www.tuolumnecounty.ca.gov/tppa](http://www.tuolumnecounty.ca.gov/tppa)

**Amended and Restated**  
**TUOLUMNE PUBLIC POWER AGENCY**  
**JOINT POWERS AGREEMENT**

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

**Preamble**

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

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

**Whereas**, this Agreement was further amended on the 1<sup>st</sup> day of January, 2013; and

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

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

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

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

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

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

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

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

## **I. Purpose of Agreement**

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

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

## **II. Powers of Agency**

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



### **III. Membership**

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

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

B) Membership Qualifications

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

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

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

C) Tier 1 and Tier 2 Accounts (Meters)

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

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

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

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

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

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

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

#### **IV. Agency Organization**

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

1) Additional meetings of the TPPA Board of Directors may be called by:

- a. The Chair of the TPPA Board of Directors, who is also the Tuolumne County Board of Supervisors Chair for the calendar year.

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

## **V. Full Utilization of New Melones Power Entitlement**

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

## **VI. Amendments to the Agreement**

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

## **VII. Charges and Assessments**

The TPPA Board of Directors shall establish charges for power used by Member Agencies and any end-use customers served under Direct Access or Community Choice Aggregation programs operated by TPPA. Without limiting the generality of the foregoing and the

discretion accorded governing boards under California law to establish charges for power on such basis as the TPPA Board of Directors shall reasonably determine (i) said charges shall include the cost of power, transmission and distribution, overhead, administrative expenses, legal and professional fees, meter reading charges, application fees, and all other fees and charges including an amount calculated to establish and maintain reasonable reserve accounts and capital improvement project funding and (ii) the TPPA Board of Directors may establish different charges for Member Agencies with Tier 1 or Tier 2 Accounts, and for other customers served by TPPA. The TPPA Board of Directors shall establish uniform charges for power for all Member Agencies.

- A) Billing: The Agency shall bill each Member Agency and customer monthly for power based upon the charges established by the TPPA Board of Directors. Payment shall be made within twenty (20) business days from the billing invoice date. Any bill not paid within thirty (30) business days from the billing invoice date shall be subject to a late fee assessment of ten percent (10%) of the unpaid balance, for every month that the bill remains unpaid.
- B) Delinquent Accounts: Any account in arrears for more than three (3) consecutive months is subject to termination, after receipt of official notice from the Agency Director. An expelled Member Agency may be reinstated only after it has:
  - 1. Paid all amounts due plus the accrued 10% penalties;
  - 2. Deposited an amount equal to the sum of energy costs for six (6) months, averaged over the preceding twelve (12) months; and
  - 3. Fulfilled the requirements of a new member, pursuant to Section III(B).
- C) Withdrawal: Any Member Agency that withdraws from membership shall be obligated to pay its pro-rata share of all encumbrances and indebtedness to the Agency as of the effective date of withdrawal.
- D) Accountability of Funds: TPPA is strictly accountable for all TPPA funds and participates annually in the independent Single Audit process. This audit is conducted by an outside Certified Public Accountancy firm in accordance with auditing standards generally accepted in the United States. Each year's report is available for any member agency representative to review during normal business hours.

## **VIII. Benefits of Membership**

TPPA membership entitles members to benefit in the following ways:

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

## **IX. Resolution of Disputes**

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

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

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

## **X. General Provisions**

- A) Assumption of Debts: Pursuant to Government Code section 6508.1, none of the debts, liabilities or obligations of the Agency shall be the debts, liabilities or obligations of any of the members of TPPA unless assumed in a particular case by resolution of the governing body of the member to be charged.
- B) Dissolution – Property: Any property acquired by the Agency shall remain the property of TPPA until dissolution of the Agency as a legal entity. Upon such dissolution, said property, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of the Agency were parties to this Agreement in proportion to the non-reimbursable contributions made by each such party to the Agency during its legal existence.
- C) Dissolution - Surplus Money: Any surplus money on hand upon dissolution of the Agency shall be returned to participating public agencies in proportion to the contributions made by each thereof.
- D) Insurance: The TPPA Board of Directors shall procure public liability and other insurance from a California admitted insurer in good standing (or through

another established public sector self insurance or excess program) to protect TPPA and each of the parties hereto, charging the cost thereof to the operating costs of the Agency. The TPPA Board of Directors shall take no other formal action until insurance has been procured.

- E) Immunities: All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers' agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.
- F) Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.
- G) Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, certified or registered, in the United States mail, addressed to each signatory party at the address indicated on this Agreement, adjacent to the signature line of each party.
- H) Agency Designation: Pursuant to Government Code section 6509, TPPA's exercise of power is subject to the restrictions upon the manner of exercising the power of Tuolumne County.
- I) Repeal: This Agreement supersedes and repeals the Original Agreement dated May 19, 1982 and the first Amended Agreement dated January 1, 2013.
- J) Policy Discrepancy: If any conflict exists between the terms of this Agreement and the "Rules and Regulations for Tuolumne Public Power Agency Members," the terms of this Agreement shall control."

## **XI. Effective Date**

This Agreement shall become effective upon the approval of two-thirds of all existing Member Agencies. This Agreement shall be signed by an authorized agent from each Member Agency that has adopted a resolution as noted above.



**Signatories to this Agreement**

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

**Attest:** \_\_\_\_\_  
Type Name / Title                      Date

**Attachment:**  
Member Agency Governing Body Resolution



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

---

RESOLUTION NO. 2021.01.12.1

## Governing Board for Mi-Wuk Sugar Pine Fire Protection District

### State of California

#### **Resolution Approving Tuolumne Public Power Agency (TPPA) Joint Powers Agreement Amendments**

**WHEREAS,** Member Agencies entered into the original Joint Powers Agreement (Original Agreement) on May 19<sup>th</sup>, 1982; and

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

**WHEREAS,** This Member Agency desires to amend and restate the Original Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of Mi-Wuk Sugar Pine Fire Protection District, that this Member Agency hereby accepts the terms and conditions of the attached Amended and Restated TPPA Joint Powers Agreement; and

**LET IT FURTHER BE RESOLVED** that the Chair is authorized to sign the attached Amended and Restated Joint Powers Agreement effective upon the approval by Resolution of two-thirds of all existing Member Agencies, thereby authorizing continued membership in TPPA.

**ON A MOTION** by Chair \_\_\_\_\_, seconded by Governing Board Member \_\_\_\_\_, the foregoing Resolution was duly passed and adopted by the Governing Board of Mi-Wuk Sugar Pine Fire Protection District, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Chair (Print Name),** \_\_\_\_\_ **Date**  
of the Governing Board

\_\_\_\_\_  
**Attest**

## **CONSIDERATIONS/OPTIONS LEASE TO PURCHASE AGREEMENT**

**Currently pay (Tender) \$ 16,200 annually**

**Currently pay (Type 3) \$ 18,500 annually**

**Payoff Type 3: in 2021**

**Payoff Tender: in 08/2023 (\$ 75,000)**

**Establish Fire Apparatus acct.**

**State wildfire \$ and 2021 Type 3 payment (\$ 18,500)**

**Once we sign with Lender 1<sup>st</sup> payment not due for 12 months.**

**With down payment 1st payment due more than 12 months.**

**No fees, closing costs, commissions etc. With this agreement.**

**Interest rate below 3%.**

**New Type 3 wildland Engine: \$ 290,000 CalFire tag along.**

**10-12 months delivery time (estimated).**

**Boise Mobile Equipment (BME) (Manufacturer).**

**BME requesting 3% increase from CalFire for 2021.**

**Upon payoff of Water Tender we could increase annual payments and/or payoff BME Type 3 Engine.**

**NO pre-payment restrictions apply.**

COMPANY	10	12	15
<b>1- 300K</b>	<b>34,900</b>	<b>30,000</b>	<b>25,000</b>
<b>APR</b>	<b>2.82%</b>	<b>2.92%</b>	<b>2.94%</b>
<b>2-270K</b>	<b>31,160</b>	<b>26,780</b>	<b>22,600</b>
<b>APR</b>	<b>2.69%</b>	<b>2.79%</b>	<b>2.99%</b>
<b>3-300K</b>	<b>35,170</b>	<b>30,590</b>	<b>N/A</b>
<b>APR</b>	<b>3%</b>	<b>3.25%</b>	<b>N/A</b>
<hr/>			
<b>1-250K</b>	<b>29,050</b>	<b>25,000</b>	<b>20,850</b>
<b>APR</b>	<b>2.82%</b>	<b>2.92%</b>	<b>2.94%</b>
<b>2-250K</b>	<b>28,850</b>	<b>24,800</b>	<b>20,950</b>
<b>APR</b>	<b>2.69%</b>	<b>2.79%</b>	<b>2.99%</b>
<b>3-250K</b>	<b>29,975</b>	<b>25,500</b>	<b>N/A</b>
<b>APR</b>	<b>3%</b>	<b>3.25%</b>	<b>N/A</b>
<hr/>			
<b>1-200K</b>	<b>23,236</b>	<b>20,000</b>	<b>16,686</b>
<b>APR</b>	<b>2.82%</b>	<b>2.92%</b>	<b>2.94%</b>
<b>2-200K</b>	<b>23,080</b>	<b>19,850</b>	<b>16,740</b>
<b>APR</b>	<b>2.69%</b>	<b>2.79%</b>	<b>2.99%</b>
<b>3-200K</b>	<b>23,450</b>	<b>20,400</b>	<b>N/A</b>
<b>APR</b>	<b>3%</b>	<b>3.25%</b>	<b>N/A</b>

**1-No pre payment penalties after 1 year. 12 to 18 months for 1<sup>st</sup> payment**

**2-1% pre payment on balance. 12 months for 1<sup>st</sup> payment**

**3-1% to 2% pre payment after 5 years 12 months for 1<sup>st</sup> payment**



Phone: 888.777.7850  
Fax: 888.777.7875  
Cell: 785.313.3154  
215 S. Seth Child Road  
Manhattan, KS 66502  
[www.cfnb.net](http://www.cfnb.net)

November 10, 2020

Customer Name: Mi Wuk Village Sugar Pine FPD, CA  
Ron Doss, Board Member

Equipment: One BME Engine  
Sales Representative: Matt Stocker @ BME  
Delivery: TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

**Option 1**

Total Cost:	\$ 300,000.00	Payment Frequency:	Annual	
Down Payment:	\$ -	First Payment:	One year from closing	
Trade In:	\$ -			
Amount Financed:	<u>\$ 300,000.00</u>			
Term in Years:	8	10	12	15
Payment:	\$42,276.62	\$34,853.99	\$30,002.06	\$25,028.29
Factor:	0.140922	0.116180	0.100007	0.083428
Interest Rate:	2.74%	2.82%	2.92%	2.94%

**Option 2**

Total Cost:	\$ 300,000.00	Payment Frequency:	Annual	
Down Payment:	\$ 100,000.00	First Payment:	One year from closing	
Trade In:	\$ -			
Amount Financed:	<u>\$ 200,000.00</u>			
Term in Years:	8	10	12	15
Payment:	\$28,184.42	\$23,235.99	\$20,001.37	\$16,685.53
Factor:	0.140922	0.116180	0.100007	0.083428
Interest Rate:	2.74%	2.82%	2.92%	2.94%

**Option 3**

Total Cost:	\$ 300,000.00	Payment Frequency:	Annual	
Down Payment:	\$ 50,000.00	First Payment:	One year from closing	
Trade In:	\$ -			
Amount Financed:	<u>\$ 250,000.00</u>			
Term in Years:	7	10	12	15
Payment:	\$39,740.34	\$29,044.99	\$25,001.71	\$20,856.91
Factor:	0.158961	0.116180	0.100007	0.083428
Interest Rate:	2.74%	2.82%	2.92%	2.94%

- This financing proposal has been prepared with the expectation that the above customer will be able to provide audited financial reports, or other acceptable forms of financial statements for the years requested. If audits or other similar acceptable forms are unavailable, the above rates and terms are subject to adjustment.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- Fixed interest rate for the terms provided unless otherwise stated.
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you** for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus  
Vice President & Director of Leasing

[bklaus@clpartners.net](mailto:bklaus@clpartners.net)



2525 West State Road 114  
Rochester, IN 46975  
(800) 700-7878  
Fax: (800) 865-8517

[www.republicfirstnational.com](http://www.republicfirstnational.com)

November 10, 2020

Contact: Ron Doss  
Vendor: Boise Mobile Equipment  
From: Stephanie Perez  
Customer: Mi-Wuk Sugar Pine Fire Protection District

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) 2021 BME Wildland Type III Pumper

#### OPTION 1

Unit Cost:	\$ 300,000.00	Term (Years):	<u>8</u>	<u>10</u>	<u>12</u>	<u>15</u>
Down Payment:	\$ 30,000.00	Payments:	\$ 37,802.44	\$ 31,154.84	\$ 26,779.80	\$ 22,602.58
Net Financed:	<u>\$ 270,000.00</u>	Factor:	0.14001	0.11539	0.09918	0.08371
Payment Frequency:	Annual	APR:	2.59%	2.69%	2.79%	2.99%
First Payment Date:	November, 2021					

#### OPTION 2

Unit Cost:	\$ 300,000.00	Term (Years):	<u>8</u>	<u>10</u>	<u>12</u>	<u>15</u>
Down Payment:	\$ 50,000.00	Payments:	\$ 35,002.26	\$ 28,847.08	\$ 24,796.11	\$ 20,928.32
Net Financed:	<u>\$ 250,000.00</u>	Factor:	0.14001	0.11539	0.09918	0.08371
Payment Frequency:	Annual	APR:	2.59%	2.69%	2.79%	2.99%
First Payment Date:	November, 2021					

Unit Cost:	\$ 300,000.00	Term (Years):	<u>8</u>	<u>10</u>	<u>12</u>	<u>15</u>
Down Payment:	\$ 100,000.00	Payments:	\$ 28,004.48	\$ 23,080.27	\$ 19,835.76	\$ 16,737.80
Net Financed:	<u>\$ 200,000.00</u>	Factor:	0.14002	0.11540	0.09918	0.08369
Payment Frequency:	Annual	APR:	2.59%	2.69%	2.79%	2.99%
First Payment Date:	November, 2021					

Delivery Date: September, 2021

- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,  
Republic First National Corporation

Stephanie Perez  
[stephanie@rfronline.com](mailto:stephanie@rfronline.com)

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District  
RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.  
Interest rate quote is valid for an acceptance within 15 days and lease  
funding within 60 days.

Payments: Annually in arrears

10 Years

3.00%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$23,446.10	\$17,446.10	6,000.00	
2		23,446.10	17,969.48	5,476.62	
3		23,446.10	18,508.57	4,937.53	
4		23,446.10	19,063.82	4,382.28	
5		23,446.10	19,635.74	3,810.36	108,450.05
6		23,446.10	20,224.81	3,221.29	88,022.99
7		23,446.10	20,831.56	2,614.54	66,983.12
8		23,446.10	21,456.50	1,989.60	45,312.05
9		23,446.10	22,100.20	1,345.90	22,990.85
10		23,446.10	22,763.22	682.88	0.00

TOTALS:

\$234,461.00

\$200,000.00

\$34,461.00

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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



PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District  
RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.  
Interest rate quote is valid for an acceptance within 15 days and lease  
funding within 60 days.

Payments: Annually in arrears

10 Years

3.00%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$29,307.63	\$21,807.63	7,500.00	
2		29,307.63	22,461.86	6,845.77	
3		29,307.63	23,135.71	6,171.92	
4		29,307.63	23,829.79	5,477.84	
5		29,307.63	24,544.68	4,762.95	135,562.53
6		29,307.63	25,281.02	4,026.61	110,028.70
7		29,307.63	26,039.45	3,268.18	83,728.86
8		29,307.63	26,820.63	2,487.00	56,640.02
9		29,307.63	27,625.25	1,682.38	28,738.52
10		29,307.63	28,453.98	853.65	0.00

TOTALS:

\$293,076.30

\$250,000.00

\$43,076.30

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District

RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Payments: Annually in arrears

10 Years

3.00%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$35,169.15	\$26,169.15	9,000.00	
2		35,169.15	26,954.22	8,214.93	
3		35,169.15	27,762.85	7,406.30	
4		35,169.15	28,595.74	6,573.41	
5		35,169.15	29,453.61	5,715.54	162,675.07
6		35,169.15	30,337.22	4,831.93	132,034.48
7		35,169.15	31,247.33	3,921.82	100,474.68
8		35,169.15	32,184.75	2,984.40	67,968.08
9		35,169.15	33,150.30	2,018.85	34,486.28
10		35,169.15	34,144.83	1,024.32	0.00

TOTALS:

\$351,691.50

\$300,000.00

\$51,691.50

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District  
RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.  
Interest rate quote is valid for an acceptance within 15 days and lease  
funding within 60 days.

Payments: Annually in arrears

12 Years

3.25%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$20,393.44	\$13,893.44	6,500.00	
2		20,393.44	14,344.98	6,048.46	
3		20,393.44	14,811.19	5,582.25	
4		20,393.44	15,292.55	5,100.89	
5		20,393.44	15,789.56	4,603.88	
6		20,393.44	16,302.72	4,090.72	110,661.22
7		20,393.44	16,832.56	3,560.88	93,660.33
8		20,393.44	17,379.62	3,013.82	76,106.91
9		20,393.44	17,944.46	2,448.98	57,983.01
10		20,393.44	18,527.65	1,865.79	39,270.08
11		20,393.44	19,129.80	1,263.64	19,948.98
12		20,393.44	19,751.47	641.97	0.00

TOTALS:                      \$244,721.28      \$200,000.00      \$44,721.28

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District

RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Payments: Annually in arrears

12 Years

3.25%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$25,491.80	\$17,366.80	8,125.00	
2		25,491.80	17,931.22	7,560.58	
3		25,491.80	18,513.99	6,977.81	
4		25,491.80	19,115.69	6,376.11	
5		25,491.80	19,736.95	5,754.85	
6		25,491.80	20,378.40	5,113.40	138,326.52
7		25,491.80	21,040.70	4,451.10	117,075.41
8		25,491.80	21,724.52	3,767.28	95,133.65
9		25,491.80	22,430.57	3,061.23	72,478.77
10		25,491.80	23,159.56	2,332.24	49,087.62
11		25,491.80	23,912.25	1,579.55	24,936.24
12		25,491.80	24,689.35	802.45	0.00

TOTALS:

\$305,901.60

\$250,000.00

\$55,901.60

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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

PREPARED BY CSDA FINANCE CORPORATION

DATE: December 2, 2020

PROPOSED INSTALLMENT PURCHASE FOR: Mi-Wuk Sugar Pine Fire Protection District  
RE: Fire Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 15 days and lease funding within 60 days.

Payments: Annually in arrears

12 Years

3.25%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$30,590.16	\$20,840.16	9,750.00	
2		30,590.16	21,517.47	9,072.69	
3		30,590.16	22,216.78	8,373.38	
4		30,590.16	22,938.83	7,651.33	
5		30,590.16	23,684.34	6,905.82	
6		30,590.16	24,454.08	6,136.08	165,991.82
7		30,590.16	25,248.84	5,341.32	140,490.50
8		30,590.16	26,069.43	4,520.73	114,160.37
9		30,590.16	26,916.68	3,673.48	86,974.52
10		30,590.16	27,791.47	2,798.69	58,905.14
11		30,590.16	28,694.70	1,895.46	29,923.49
12		30,590.16	29,627.22	962.94	0.00

TOTALS:

\$367,081.92

\$300,000.00

\$67,081.92

Approved and agreed to:

Mi-Wuk Sugar Pine Fire Protection District

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

Title: \_\_\_\_\_

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



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## 2021 New Laws Series, Part 8: The Brown Act Meets Social Media

By Kristin Withrow posted 11-30-2020 03:34 PM

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### The Brown Act Meets Social Media

***What Public Officials Can and Cannot Post on Social Media Under the Recently Enacted AB 992***

*By Hong Dao Nguyen and Albert Maldonado, Attorneys, Best Best & Krieger LLP*

Public officials must continue to be vigilant if they post on social media sites about agency-related matters. However, recently enacted legislation, AB 992, aimed at updating the Brown Act to meet today's social media environment, provides greater guidance for public officials.

Prior to AB 992, public officials across the state received mixed messages and conflicting guidance from their various counsels on what could be posted, "liked," or shared on Facebook and other social media websites. These conflicting messages sometimes led to paralysis and some public officials avoiding communication on social media. While the public is increasingly receiving their news and community information from social media, some public agency off Chat-How Can We Help? at from that communication medium. AB 992 was drafted and passed in the hopes of providing greater

clarity on the actions public officials can and cannot take on social media, thereby encouraging greater communication and transparency with the public.

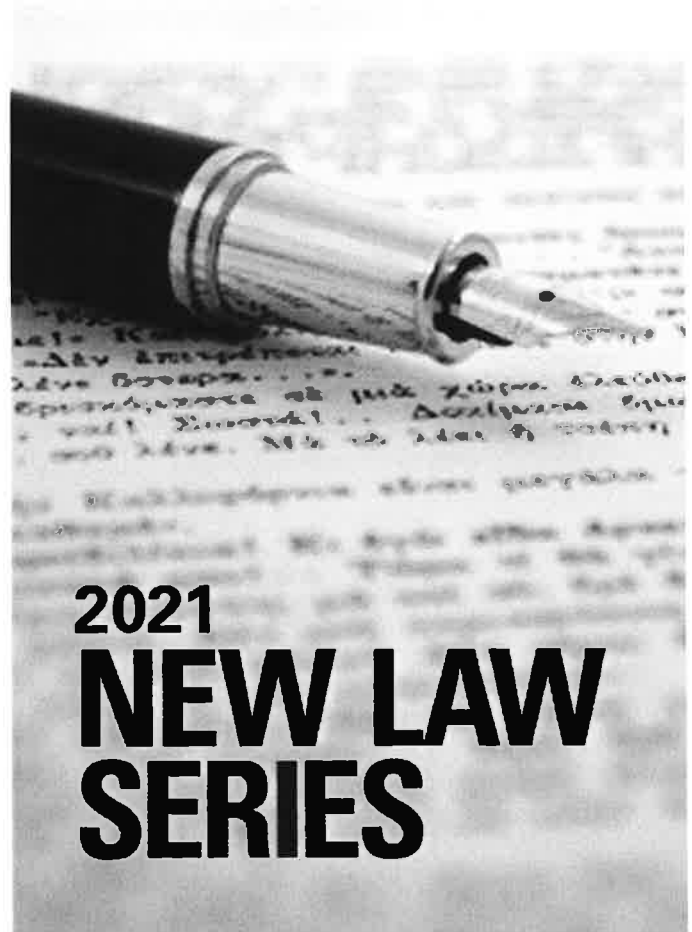
The Brown Act, a transparency law, generally provides that legislative bodies must have noticed and open meetings to discuss and transact agency business. Until AB 992 was signed into law in September, the Brown Act was silent regarding communications on social media.

AB 992 amends Government Code section 54952.2 and clarifies that a public official may communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body's subject matter jurisdiction. But those communications are only allowed if members of the same legislative body do not use a social media platform to discuss official business among themselves. "Discuss among themselves" means making posts, commenting, and even using digital icons that express reactions to communications (i.e., emojis) made by other members of the legislative body.

Notably, AB 992 is stricter about social media contacts between public officials than in-person contacts. For example, under the Brown Act, two public officials of the same agency could talk face-to-face about a public agency matter without running afoul of the law. However, AB 992 prohibits a member of a legislative body from responding "directly to any communication on an Internet-based social media platform" regarding an agency matter if the communication is "made, posted, or shared by any other member of the legislative body."

Questions are already arising regarding what social media communications are now allowed under the law. The following includes some questions and answers to unpack AB 992:

**Question:** To what kinds of social media platforms does AB 992 apply?



**Answer:** AB 992 applies to Internet-based social media platforms that are “open and accessible to the public.” “Open and accessible to the public” means “that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the Internet-based social media platform determines that an individual violated its protocols or rules.”

Practically, those platforms include, but are not limited to, Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit. That means AB 992 could affect social media commenting, retweeting, liking, disliking, responding with positive or negative emojis and/or screenshotting (photographing) and reposting.

**Question:** Does AB 992 prohibit public officials from commenting, sharing, or liking a social media post that was posted by the public agency on its own social media platform?

**Answer:** No, AB 992 does not prohibit a public official from commenting, sharing, or liking a social media post that was posted by the official’s public agency. For example, if a public official wants to share his or her agency’s post about water conservation, the official could still do that. AB 992 expressly allows a public official to communicate on social media platforms to answer questions, provide information to the public or to solicit information from the public regarding a matter within the legislative body’s subject matter jurisdiction.

An issue may arise, however, if one director shares his or her agency’s post on water conservation, and another director from the same board gives it a thumbs up. That would likely be a prohibited direct communication on social media.

**Question:** What if Director A posts about an agency matter, a member of the public then comments on the post, and then Director B replies to the public comment?

**Answer:** It is unclear whether the above scenario would violate AB 992. On one hand, Director B would likely claim that he or she is directly communicating with a member of the public and not Director A. On the other hand, someone could claim an AB 992 violation since the thread was started by Director A.

An important takeaway here is that whether or not a violation of AB 992 has occurred will likely be driven by the facts. For example, what if Director A started the thread and there were 10 intervening replies or comments before Director B chimed in? Could Director B’s reply still be categorized as a



“direct communication” to Director A? A conservative approach is for public officials to avoid posting on threads in which another public official of the same agency has posted, if the issue relates to public business. This is especially true if two directors have already commented on a public agency-related thread, since a third director’s input could constitute a serial meeting by a majority.

**Question:** What if Director B shares or retweets Director A’s post without comment?

**Answer:** Some social media platforms like Facebook and Twitter allow users to “share” someone else’s post or “retweet” a post, respectively. Arguably, if one director is taking another director’s post about a public agency matter and posting it onto his or her own page — even without comment — that would appear to be a direct response. Typically a share or retweet of another person’s post shows support of that post (though that’s not always the case).

Similarly, if two other directors (Directors B and C) shared or retweeted Director A’s post — even without comment — those directors would appear to be a majority of the body “discussing among themselves” a topic within their agency’s purview.

**Question:** Can public officials use social media to discuss personal matters amongst themselves?

**Answer:** Yes. Neither the Brown Act nor the new provisions in AB 992 prohibit discussions regarding private matters. For example, there is no issue with one director giving a thumbs up to another director’s family photo or a majority of directors congratulating another director for finishing a marathon. The Brown Act only applies to public agency business.

**Question:** How would AB 992 be enforced?

**Answer:** AB 992 does not include any new or additional enforcement provisions. The district attorney or any interested person could raise a claim that a public agency violated the Brown Act and follow the enforcement provisions provided in the Government Code.

**Question:** Does AB 992 affect other methods of communication, such as public officials texting or emailing one other?

**Answer:** No, AB 992 only applies to communications about agency business on social media accounts that are generally open to the public. It does not regulate other electronic means of communication such as text messaging or emailing. However, the other means of electronic communication could

raise other issues, including serial meetings and the California Public Records Act.

**Question:** How does AB 992 implicate the California Public Records Act?

**Answer:** In the case *San Jose v. Superior Court* (2017) 2 Cal. 5th 608, the California Supreme Court held that communications on personal electronic accounts could be subject to the Public Records Act. If public officials are using social media to communicate with members of the public (or one another), those posts could be subject to the Public Records Act.

As noted, whether an issue has arisen under AB 992 is highly factual, and this article only gives a sampling of the questions that may come up with public officials' use of social media. For specific issues, public officials should consult with their agency's general counsel.

This article was written by, Hong Dao Nguyen and Albert Maldonado Attorneys, Best Best & Krieger LLP, as part of CSDA's New Laws Series, where experts explain recently enacted laws and how they will impact special districts moving forward. This article is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues, and attorneys should perform an independent evaluation of the issues raised in these materials.

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**AB-992 Open meetings: local agencies: social media.** (2019-2020)

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Date Published: 09/21/2020 02:00 PM

**Assembly Bill No. 992**

**CHAPTER 89**

An act to amend, repeal, and add Section 54952.2 of the Government Code, relating to local government.

[ Approved by Governor September 18, 2020. Filed with Secretary of State September 18, 2020. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 992, Mullin. Open meetings: local agencies: social media.

The Ralph M. Brown Act generally requires that the meetings of legislative bodies of local agencies be conducted openly. That act defines "meeting" for purposes of the act and prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

This bill would provide that, until January 1, 2026, the prohibition described above does not prevent a member from engaging in separate conversations or communications outside of a meeting authorized by this act with any other person using an internet-based social media platform, as defined, to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body, provided that a majority of the members do not use the internet-based social media platform to discuss among themselves, as defined, business of a specific nature that is within the subject matter jurisdiction of the legislative body, and that a member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 54952.2 of the Government Code is amended to read:

**54952.2.** (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(d) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

**SEC. 2.** Section 54952.2 is added to the Government Code, to read:

**54952.2.** (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

(d) This section shall become operative on January 1, 2026.

**SEC. 3.** The Legislature finds and declares that Section 1 and Section 2 of this act, which amends and adds Section 54952.2 of the Government Code, respectively, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The limitations on the people's right of access set forth in this act are necessary to ensure the free flow of communications between members of a legislative body of a local agency and the public, particularly on internet-based social media platforms.

**SEC. 4.** The Legislature finds and declares that Section 1 and Section 2 of this act, which amends and adds Section 54952.2 of the Government Code, respectively, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as they relate to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure the free flow of communications between members of a legislative body of a local agency and the public, particularly on internet-based social media platforms.





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Presenter: Jenell Van Bindsbergen, Lozano Smith

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