



MUIR BEACH COMMUNITY SERVICES DISTRICT

19 Seacape Drive Muir Beach, CA 94965 415 383 9969 www.muirbeachcsd.com

AGENDA

Regular Meeting of the Board of Directors

Wednesday, September 28, 2022 7:00 PM

Meeting held by Teleconference

Agenda will be emailed and posted

Zoom invitation will be emailed

Muir Beach, CA 94965

SPECIAL NOTICE: Due to the COVID-19 pandemic, Governor Newsom signed into law Assembly Bill 361 which allows public agencies to meet remotely using teleconferencing as a means to hold public meetings to prioritize public health and safety during a State declared emergency, the same as under the Governor's Executive Order N-25-20 "Brown Act During a Pandemic", for 30-days by Board resolution, essentially extending the emergency provisions beyond their September 30, 2021 rescission date. The MBCSD will provide for public meeting participation via online "Zoom" access with a dial-in option for the upcoming meeting. The public will be allowed to fully participate and provide public comment, as well as all Board votes are required to be by roll call. Public noticing of meetings and instructions will use the same resident email address and be posted on your local bulletin boards.

TIMING OF AGENDA ITEMS: The Board attempts to hear all items in order as stated on the agenda, however it reserves the right to take items out of the order listed at any time during the course of the meeting. The following items will be considered, and any item can be discussed, acted upon, or approved during the course of the meeting.

SPECIAL NEEDS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District Manager at 415-388-7804. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure participation in the meeting.

7:00 pm	Item 1: Call to Order
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Board: David Taylor (Board President), Paul Jeschke (Board Vice-President), Leighton Hills (Director), Christine Murray (Director), Steve Shaffer (Director)

Staff: Mary Halley (District Manager), Chris Gove (Fire Chief), Ernst Karel (Meeting Secretary)

Item 2: Approval of Agenda

The following item or items were not included in this agenda, along with the reason for not being included. Pursuant to the Bylaws of the Muir Beach Community Services District, the Board of Directors may now by motion require that the item or items be added back to this meeting's agenda. Should the item or items require research or preparation by staff or by member(s) of the Board of Directors in order to be properly heard, the item or items may be deferred to a subsequent meeting. The motion to approve this agenda may be without change or may be to re-include any item or items listed below.

Item(s) not included in this agenda: None

Item 3: Consent Calendar

All items on the Consent Calendar are considered to be either routine or non-controversial and will be enacted by a single blanket action of the Board. Upon request from a Board member or any member of

MBCSD Agenda 9-28-2022

the public, individual items may be removed from the Consent Calendar in which case they will be discussed in the meeting (under Items Removed from the Consent Calendar).

- A. Approval of Draft-Minutes from Regular Board Meeting of 7/27/22. *(See attached)*
- B. Approve Resolution 2022-9 to make the findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public for the next 30-day period extending from September 28, 2022 to October 27, 2022 in order to hold (if necessary) our next regularly scheduled Board Meeting on August 24, 2022. *(See attached MBCSD Resolution 2022-9: AB 361 30-Day Extension 9-28-22 to 10-27-2022)*

Item 4: Items Removed from Consent Calendar

Items moved from the Consent Calendar to the Regular Agenda, if any.

Item 5: Supervisor Dennis Rodoni – Muir Beach Spring Office Hours

County of Marin 4th District Supervisor Dennis Rodoni will give a county update and be available to answer any questions along with his guest, Sarah Jones, Assistant Director of the Community Development Agency. Other topics for discussion will include Short-term Rental Regulations and the Marin Housing Element.

Item 6: Fire Department Report

Fire Chief Chris Gove will give his quarterly report including an update on Marin Wildfire Prevention Authority (MWPA) projects and grant fund status.

Item 7: MBCC Updated Rental Facilitator Proposal – Joani Marinoff (CC Rental Coordinator)

The Muir Beach Community Center no longer has facilitators available for rental events despite our outreach efforts which have included an email recruitment letter from the District Manager to all Muir Beach residents, an article in the latest Beachcomber, and networking with other local town Community Centers. Moving forward, the goal is to prioritize resident rentals through an updated rental facilitator policy to be able to maintain rental access to the MBCC for residents while also meeting the needs of surrounding neighbors and a responsible and reasonable level of care for the facility. The staff will continue efforts to recruit required facilitators for non-resident rentals, and as we train more residents to facilitate their own events, we also hope some may become interested in facilitating other non-resident events. *(See attached Draft-Updated MBCC Rental Policy Proposal)*

Item 8: Community Events Budget – Laurie Piel

Laurie Piel is requesting the Board approve a \$500 increase for each of the three major events to bring the reimbursable expenses up to \$2,000 annually per event. The Board is being asked to review and discuss as to whether the expense budgets for the three major community events should be increased. The three major events include Day of the Dead, Winter Solstice, and Summer Solstice. Each event has a local community event planner who volunteers their time to organize and oversee the event. Normal costs include some combination of music, decorations, and one event provides for catered tacos, whereas others are potluck. Originally the CSD paid up to \$500 to cover costs that were over what the event's donations brought in (which is still the case for the two Fall and Spring Elderberries events), but over the years, the cost of these events (especially outside music) has increased, so some additional funds were made available from other discontinued events, such as New Year's Eve and Valentine's Day due to lack of attendance, and some events were supplemented from the annual Christmas Faire donation, and others by

MBCSD Agenda 9-28-2022

local residents contributions. The three remaining major events currently have annual budgets of \$1500 each. The total FY 22/23 Community Center Events budget is \$8,000 and comes out of the General Fund. Community Center rentals used to help offset event costs and other Community Center operating expenses, but since the pandemic, rental revenue has not contributed to these costs. The total Recreation budget has current projected expenses of \$32,489 (which includes the events budget at approximately 25%) and the General Fund has a current projected deficit of \$6,199 for FY22/23. It may be advisable that any increase in the Events budget should be considered for the next budget cycle in FY23/24 to avoid adding to current deficit spending.

(See below budgeted items included in the FY 22/23 Community Center Events budget).

2022-2023 Community Events Budget					
Event	Month	Amount	Coordinators	Event Details	
1) Bistro (annual pmt)	July '22 (Paid)	\$ 300	Richmond(?)/Elderberries(?)	Annual fee / ingredients (originall weekly =\$1200, now once monthly=\$300)	
2) Elderberries	Fall '22	\$ 500	Schoenfeld/Jeschke	Catered dinner - CSD reimburses costs not covered by event fees	
3) Halloween (Kid's)	October '22	\$ 200	Chase	Kids event /Pizza / decorations and games / parents organize	
4) Day of the Dead	November '22	\$ 1,500	Eigsti	Decorations / Outside band music	
5) Winter Solstice	December '22	\$ 1,500	Chase/Piazza	Community Potluck / BYOB	
6) Elderberries	March '23	\$ 500	Schoenfeld/Jeschke	Catered dinner - CSD reimburses costs not covered by ticket sales	
7) Summer Solstice	June '23	\$ 1,500	Piel/Shaffer	Cuco's Tacos / Shaffer music / community brings potluck side dish	
8) Muir Beach Live!	All Year	\$ 500	Linda Campbell	4 p/yr - require Col. - CSD reimburses at a cost of \$125 p/event (max)	
X Movies	Winter '22-'23	\$ 1,000	Harvey Pearlman	new event - budgeting \$1000 for screen/speakers/movies/popcorn	
X Xmas Fair setup	December '22	\$ 500	L. Piel	Cuco to setup deck tent, etc. for Xmas Fair	
Total:		\$ 8,000			

Item 9: District Manager Report

District Manager Mary Halley will present brief highlights from her DM report.

Item 10: Non-Essential Water Use Policy

The State has declared that California is experiencing 'Extreme' drought conditions for much of the State and 'Severe' drought conditions for Marin County, so in response, the State has adopted 'Statewide Emergency Conservation Regulation 2022' that limits certain specific non-essential water uses that apply to all urban water users in all California counties (See attached *Statewide Emergency Conservation Regulations 2022*). The Board is being asked to review, discuss, and consider whether the MBCSD water district should voluntarily implement any specific water conservation measures similar to those previously adopted and implemented in the MBCSD 2014 'Resolution Prohibiting Non-Essential Uses of Water' until drought conditions improve. (See attached *Resolution 2014-8-28: A Resolution Prohibiting Non-Essential Uses of Water*)

Item 11: CALWARN – MBCSD membership?

The California State Legislature in September 2021 passed Senate Bill 552 which includes new requirements for small water systems that do not voluntarily participate in an Urban Water Management Plan. New requirements include, among other items, that a small water system have membership in a mutual aid organization by January 1, 2023. The California Water/Wastewater Agency Response Network (CalWARN) is a mutual aid organization that MBCSD can join to meet this requirement. The mission of CalWARN is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities. MBCSD would be part of the Coastal Region II along with Marin Municipal Water District (MMWD or aka Marin Water) and North Marin Water District (NMWD) among many local sanitary districts. (See attached *CalWARN Articles of Agreement 2007*)

Item 12: Public Open Time

Please note:

1. Topics should be within the jurisdiction of the CSD (Water, Roads, Fire Protection, & Recreation).
2. The topic should not be elsewhere on the agenda.
3. The Board and staff may only briefly respond to statements and questions (i.e. the legal requirement for items not posted on an agenda which otherwise informs community members that a topic is up for discussion and/or action.)
4. Public comments are limited to 3 minutes per speaker, unless waived by the Board.
5. The period for public open time is limited to 10 minutes, unless waived by the Board.

Item 13: Recognitions & Board Member Items

Board recognitions and pending events of interest to the community.

Item 14: Adjournment

Next Agenda Meeting Date: Wednesday, November 9, 2022

Next Board Meeting Date: Wednesday, November 16, 2022 (The next regular Board Meeting date of November 23 is the day before Thanksgiving)

1 **MUIR BEACH COMMUNITY SERVICES DISTRICT**

2 Minutes of the Board of Directors' meeting held on
3 Wednesday, **July 27, 2022**

4
5 **OFFICIAL MINUTES ONLY UPON APPROVAL**

6
7 Prior to approval of these minutes by the Board of Directors in a public meeting, these minutes
8 are draft only and subject to change. Upon approval by the Board, these minutes become the
9 Official Minutes of the meeting.

10
11 **Item 1: Call to Order**

12 David Taylor called the meeting of the Muir Beach Community Services District Board of
13 Directors to order at approximately 7:03 pm.

14
15 Board: David Taylor (Board President), Steve Shaffer (Director), Leighton Hills
16 (Director), Paul Jeschke (Director), Christine Murray (Director)
17 Staff: Mary Halley (District Manager), Chris Gove (Fire Chief), Ernst Karel (Meeting
18 Secretary)

19
20 **Item 2: Approval of Agenda**

21 Nothing added.

22
23 MOTION: To approve the agenda as submitted.

24 Moved: Shaffer, seconded by Hills

25 Vote: AYES: Unanimous

26
27 **Item 3: Consent Calendar**

- 28 1. Approval of Draft-Minutes from Regular Board Meeting of 6/22/22. (See attached)
- 29 2. Approval of Quarterly Financial Reports dated 6/30/22. (See attached)
- 30 3. Approve Resolution 2022-8 to make the findings that the proclaimed State of Emergency
- 31 continues to impact the ability to meet safely in person and declaring that the Board of Directors
- 32 will continue to meet remotely in order to ensure the health and safety of the public for the next
- 33 30-day period extending from July 28, 2022 to August 26, 2022 in order to hold (if necessary) our
- 34 next regularly scheduled Board Meeting on August 24, 2022. (See attached MBCSD Resolution
- 35 2022-8: AB 361 30-Day Extension 7-28-22 to 8-26-2022)
- 36 Minutes shall be corrected to reflect Steve Shaffer is not Board President.

37
38 MOTION: To approve the consent calendar.

39 Moved: Shaffer, seconded by Hills

40 Vote: AYES: Unanimous

41
42 **Item 4: Items Removed from Consent Calendar**

43 None.

44
45 **Item 5: Fire Department Quarterly Report**

46 ACTIVITY: Year to date we have responded to 48 calls which is a higher volume than usual.

47 Last month we bid farewell to Sandor Hatvany. He was a valued member of our dept for

48 several years -- he and his family have moved back to the UK. Jackson and Austin Moore are

49 off to college after serving us both as regular firefighters and Junior fire fighters since they were

50 16. All three of them will be missed. We will actively be recruiting new members while we try to

1 maintain the level of service the community has come to expect. Please refer all possible
2 recruits to any member of the department. David and I are currently taking a 40-hour
3 engineering class put on by Bolinas fire. It's very informative and we look forward to sharing
4 what we are learning with the rest of the crew

5
6 BBQ: After a 2-year hiatus because of covid the BBQ came roaring back. A lot of new
7 volunteers joined the longtime team, and we had a beautiful and successful afternoon. We
8 grossed ~\$78,000 and netted approximately \$47,000 -- considerably more than we have in
9 years

10
11 FIREWISE: The Firewise committee continues to make progress educating our community and
12 helping to reduce the chance of wildfire. We had a very successful chipper day last month. Our
13 next and final chipper day for the year is the week of September 26th. We will be sending out
14 notices and reminders.

15
16 FIREHOUSE: I have requested three bids for custom engineered prefabricated buildings. I'm
17 working with the county to get permission to start grading before we get a permit for the whole
18 site. The MERA tower now appears to be starting at the first of the year, I'm talking to the
19 building dept to see what our options are. While the state budget was signed a few weeks ago
20 the potential funding for the firehouse awaits the passage of a rider bill next month.

21
22 DISASTER COUNCIL: We had a very successful evacuation drill last month. Fully 25% of the
23 community participated. Normal participation county wide has been about 10%. I was quite
24 pleased with the collaborative interaction of all the agencies involved. The drill was co-
25 sponsored by our dept and the Marin County Office of Emergency Services. We were joined by
26 the CHP, State Park Rangers, Marin County Fire Department and Marin County Sheriff. We all
27 met at the picnic grounds and had a very informative talk from the Firewise group here along
28 with some words from the OES.

29
30 MWPA: We obtained additional funding for the coming fiscal year and rolled over FY22 funds as
31 we wait for environmental approval for our project on the old Banducci's hillside below Highway
32 1 as part of our Southern Marin Core evacuation corridor project. We have also used local
33 Measure C funds to help with tree removal around the community.

34
35 Thank you for allowing us to be of service.
36 Chris Gove, Chief, MBVFD

37
38 Discussion ensues about the reasons the BBQ was better this year.
39 Jeschke asks about GGNRA with regard to the MWPA project. Taylor and Gove say that
40 GGNRA has been very cooperative, but it's a large bureaucracy and so moves slowly.

41 42 43 **Item 6. Charlotte's Way Water Leak**

44 Discussion of most recent water leak at the Collier lot on Charlotte's Way – it's cause and clean-
45 up.

46
47 Hills summarizes: Water leak was due to a water service line fitting breaking. Started at
48 midnight. It was a 1" water service line. The water flowed into the ditch along Charlotte's Way,
49 about 40-50 yards back to a newly installed culvert, and then the water safely discharged
50 through the culvert. It flows into a flexible conduit which was designed to carry the water down
51 to the creek without causing erosion. As we understand it, Don Cohon had not been happy with

1 the appearance of the pipe and asked for the lower part to be cut off. In this event, erosion
2 started right where the pipe was cut off, about 20' from the creek, so a portion of the bank slid
3 into the ditch.

4 (11:30 my recording)

5
6 Questions were: was this related to the landslide in October? No. Didn't use the same culverts
7 and was in a slightly different location. Was the drainage system not engineered with enough
8 capacity to carry the water leak? No, in that (1) drainage capacity is calculated for rainfall, not
9 leaks, and (2) the leak was about 40 gal/min, whereas in the drainage analysis (attached), the
10 engineer estimated that each of the two culverts could handle 4,000 gal/min in each of them.

11
12 Hills says that this is a huge wake-up call that once there's real rainfall, if that flexible culvert is
13 not reinstalled or some other solution, it will wash the mud down into the creek, similar to last
14 October, possibly blocking Cohon's culvert which results in the water coming down Sunset and
15 to the Somers' house again. This is all private property; CSD did not install any of this drainage
16 system. So, if someone has the ability to reach out to Don Cohon about this, it would be helpful.
17 A coupler would be needed to reinstall the flexible pipe.

18
19 Jeschke: Does the cost escalate if that flexible pipe is buried, given that Cohon didn't like the
20 visual aesthetics? Hills: that was offered as an option. It was a project supervised by John
21 Schick. It's not a CSD project and we shouldn't be involved in it. It's on Cohon's property and we
22 don't have any authority to be there.

23
24 Tayeko Kaufman asks for clarification about the engineering of the drainage system. Hills
25 believes that John Schick has a drainage easement across Don Cohon's property, so this is an
26 issue between them, on private property. The pipe that goes under Charlotte's Way is a 12"
27 diameter culvert. Then it goes almost vertical, and pipes have tremendous capacity when they
28 have that much slope, so an 8" pipe is more than sufficient for that.

29
30 Josh Fergusun comments that John Schick presented to Don the option to bury it; Don chose it
31 to be on the surface to save money; then he didn't like its visual appearance, and asked John to
32 remove it, and Josh paid to remove it.

33
34 Discussion continues.

35
36 Marilyn Laatsch asks if the CSD can provide status reports about other culverts in Muir Beach.
37 Taylor assures her that the CSD does maintain all the culverts it's responsible for. As for
38 identifying all culverts, there's not a single map that contains all of them. Tayeko asks about the
39 CSD taking ownership of Charlotte's Way.

40 41 **Item 7: District Manager Report**

42 District Manager Mary Halley presents brief highlights from her DM report, a written document
43 which (as always) is included with the monthly meeting packet available online at
44 <http://www.muirbeachcsd.com/meetings>.

45
46 Reminder that elections are coming up. We are monitoring Redwood Creek – haven't gone into
47 conservation mode yet; foggy days have been helpful.

48
49 On the Community Center, we finished the fire screening under the building, and treated the
50 whole building with weather treatment, all with Measure A funds. On the parking project, all
51 three bids came in too high. One contractor made suggestions for modifications to the plans, but

1 the structural engineer thought it would actually add to the cost, so we're getting another bid on
2 the original plan. It may be that with costs rising in general, that costs have simply got higher
3 than our grant. Looking at larger trends in the economy and considering using additional
4 Measure A funds and continuing to consider options on that project.

5
6 We are looking for a few more CC facilitators.

7
8 On the budget: this is last and final version coming up for final approval tonight. We have all the
9 final numbers in June – including our water revenues. Water use down 21%, revenues down
10 11%. Had to make adjustment from the actuals, assuming that the drought will continue and that
11 the community will continue to conserve water. Brings water operations to about a \$12,000 gap,
12 but this is just a budget estimate.

13
14 Taylor asks if other districts are facing similar shifts (lowered usage, therefor lower revenue).
15 Halley says quite a few have added a fee, a "drought fee", to account for lower usage. It's a
16 challenge that districts are looking at, especially as they mandate conservation.

17
18 **Item 8: Y22-23 Final Draft-Budget**

19 The proposed FY22-23 Final Draft-Budget will be presented by the District Manager for any
20 further discussion and final approval. (*See attached FY22-23 Final Draft-Budget*)

21
22 MOTION: That the final budget be approved
23 Moved: Hills, seconded by Shaffer
24 Vote: AYES: Unanimous.
25 The motion passes.
26

27 **Item 9: Public Open Time**

28 Shaffer asks about the possibility of moving to meetings every other month. Hills suggests doing
29 so and having the next meeting in September. Discussion ensues.

30
31 Halley points out that if we're still under this Covid resolution, we can approve the resolution at
32 the beginning of the meeting because other districts are doing this as well.

33
34 **Item 10: Recognitions & Board Member Items**

35 Marilyn Laatsch says Steve Shaffer looks fabulous, following his recent hospitalization.

36
37 **Item 14: Adjournment**

38
39 Next Agenda Meeting Date: Wednesday, September 28, 2022

40 Next Board Meeting Date: Wednesday, September 21, 2022.

41
42 There being no further business to come before the board, the meeting is adjourned.
43 Meeting adjourned at 20:40.

RESOLUTION NO: 2022-9

A RESOLUTION OF THE BOARD OF DIRECTORS OF MUIR BEACH COMMUNITY SERVICES DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, the Muir Beach Community Services District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

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

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

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the

Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

WHEREAS, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MUIR BEACH COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely extending into the next 30-day period from September 28, 2022 to October 27, 2022 in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption/or expiration of this Resolution.

REGULARLY PASSED AND ADOPTED this 28th day of September 2022.

AYES: Taylor, Jeschke, Hills, Murray, Shaffer

NOES: None

ABSTAIN:

§/_____

Board of Directors, Board President

ATESTS:

§/Mary Halley, District Manager

Muir Beach Community Services District

Balance Sheet

As of July 31, 2022

Accrual Basis

	Jul 31, 22
ASSETS	
Current Assets	
Checking/Savings	
TriC Checking	
TriC Fire	313,408
TriC Pipes & Equip Reserve	45,822
TriC Lower Tank Reserve	10,001
Prop 68 20% Matching Reserve	(2,296)
TriC Water	(32,356)
TriC General Fund	(57,261)
Total TriC Checking	277,318
TriC MMF - General Fund	
TriC MMF - General Fund - Other	127,806
Reserve for County Loan Pmt	73,840
Total TriC MMF - General Fund	201,645
Total Checking/Savings	478,963
Other Current Assets	
Due from Water Ops to Gen'l Fd	32,356
Undeposited Funds	6,379
Total Other Current Assets	38,735
Accounts Receivable	
Receivables	8,303
Total Accounts Receivable	8,303
Total Current Assets	526,001
Fixed Assets	
Other Fixed Assets	
Road Improvements	1,305,973
Land	755,573
Buildings	615,666
Playground Upgrades	174,189
Equipment	153,535
Land - Fire Station	147,918
Equipment - Fire Trucks	103,871
Buildings - Fire Station	57,085
Furniture & Fixtures - CC	10,467
Electric Gate	6,967
Shed Roof	3,688
Accumulated Depreciation	(1,014,560)
Total Other Fixed Assets	2,320,372
Water System Assets	
100-Year Equipment Post 2008	652,370
Historic Water System Equipment	546,323
40-Year Equipment Post 2008	354,261
Mains and Valves (historic)	60,939
Other Water System Assets	54,217
10-Year Equipment Post 2008	52,206
15-Year Equipment Post 2008	44,944
Wells (historic)	21,620
20-Year Equipment Post 2008	7,312
Equipt and Controls (historic)	6,973
5-Year Equipment Post 2008	4,084

Muir Beach Community Services District

Balance Sheet

As of July 31, 2022

Accrual Basis

	Jul 31, 22
Accumulated Depreciation	(727,623)
Total Water System Assets	1,077,627
Total Fixed Assets	3,397,999
TOTAL ASSETS	3,924,000
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Marin Co Treasurer	103,459
Due to Gen'l Fd from Water Ops	32,356
Loans Payable	16,750
Total Other Current Liabilities	152,565
Accounts Payable	
Accounts Payable	3,291
Total Accounts Payable	3,291
Credit Cards	
Credit Card	2,317
Total Credit Cards	2,317
Total Current Liabilities	158,173
Total Liabilities	158,173
Equity	
Retained Earnings	3,749,516
Net Income	16,312
Total Equity	3,765,828
TOTAL LIABILITIES & EQUITY	3,924,000



Service With Solutions®
P.O. Box 909, Chico CA 95927

Statement Ending 07/31/2022

MUIR BEACH COMMUNITY SVCS

Page 1 of 6

Account Number: 00000000000000000000

ADDRESS SERVICE REQUESTED

MUIR BEACH COMMUNITY SVCS DIST
19 SEACAPE DR
MUIR BEACH CA 94965-9701

Service With Solutions

- Speak with a Banker: 1-800-922-8742
- Automated Phone Banking: 1-844-822-2447
- Online Banking: TriCountiesBank.com

Home Equity Lines of Credit

Historic low rates. Historically better service.

Apply online at TriCountiesBank.com/heloc-apply,
contact your local branch, or call 1-800-982-2660.

EQUAL HOUSING
LENDER NMLS #458732

Member FDIC



Overall Balance Summary

Account Type	Account Number	Ending Balance
Public Checking Images		\$308,377.23

Public Checking Images

Account Summary

Date	Description	Amount
07/01/2022	Beginning Balance	\$303,429.73
	12 Credit(s) This Period	\$83,661.12
	32 Debit(s) This Period	\$78,713.62
07/31/2022	Ending Balance	\$308,377.23

Deposits

Date	Description	Amount
07/18/2022	DEPOSIT	\$3,185.12

Electronic Credits

Date	Description	Amount
07/01/2022	COUNTY OF MARIN COM PAY MUIR BEACH CSD	\$38,432.79
07/12/2022	DOI TREAS 310 MISC PAY MUIR BEACH COMMUNITY S	\$137.99
07/12/2022	DOI TREAS 310 MISC PAY	\$127.58

EQUAL HOUSING
LENDER NMLS #458732



Member FDIC



Statement Ending 07/31/2022

MUIR BEACH COMMUNITY SVCS

Page 3 of 6

Account Number:

Public Checking Images (continued)

Electronic Credits (continued)

Date	Description	Amount
07/12/2022	MUIR BEACH COMMUNITY S DOI TREAS 310 MISC PAY	\$82.56
07/15/2022	MUIR BEACH COMMUNITY S COUNTY OF MARIN COM PAY	\$2.22
07/19/2022	MUIR BEACH CSD COUNTY OF MARIN COM PAY	\$820.14
07/19/2022	MUIR BEACH CSD COUNTY OF MARIN COM PAY	\$123.83
07/26/2022	MUIR BEACH CSD INTUIT 41733905 DEPOSIT	\$20,349.27
07/26/2022	MUIR BEACH COMMUNITY S COUNTY OF MARIN COM PAY	\$20,139.36
07/27/2022	MUIR BEACH CSD INTUIT 41696755 DEPOSIT	\$260.04
07/27/2022	MUIR BEACH COMMUNITY S COUNTY OF MARIN COM PAY	\$0.22
	MUIR BEACH CSD	

Electronic Debits

Date	Description	Amount
07/01/2022	PAYCHEX INC. PAYROLL MUIR BEACH COMMUNITY S	\$10,177.14
07/05/2022	INTUIT 70904975 ACCT FEE MUIR BEACH COMMUNITY S	\$20.00
07/05/2022	PAYCHEX EIB INVOICE MUIR BEACH COMMUNITY S	\$133.69
07/05/2022	PAYCHEX TPS TAXES MUIR BEACH COMMUNITY S	\$2,965.68
07/12/2022	PGANDE WEB ONLINE MUIR BEACH CSD	\$22.43
07/12/2022	PGANDE WEB ONLINE MUIR BEACH CSD	\$59.38
07/12/2022	PGANDE WEB ONLINE MUIR BEACH CSD	\$238.53
07/12/2022	PGANDE WEB ONLINE MUIR BEACH CSD	\$685.54
07/25/2022	CHASE CREDIT CRD AUTOPAYBUS HILLS LEIGHTON J	\$1,132.16
07/26/2022	INTUIT 10807535 TRAN FEE MUIR BEACH COMMUNITY S	\$660.41
07/27/2022	INTUIT 10772705 TRAN FEE MUIR BEACH COMMUNITY S	\$6.00

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
2295	07/14/2022	\$38,000.00	2303	07/29/2022	\$500.00	2313*	07/25/2022	\$43.29
2297*	07/26/2022	\$10,842.50	2304	07/12/2022	\$375.00	2314	07/27/2022	\$49.84
2298	07/13/2022	\$600.40	2305	07/15/2022	\$1,242.50	2315	07/26/2022	\$859.89
2299	07/11/2022	\$38.00	2306	07/19/2022	\$136.00	2316	07/26/2022	\$184.68
2300	07/06/2022	\$202.00	2307	07/25/2022	\$900.00	2317	07/26/2022	\$233.19
2301	07/07/2022	\$49.78	2309*	07/15/2022	\$1,117.50	2319*	07/27/2022	\$382.50
2302	07/06/2022	\$1,206.59	2311*	07/21/2022	\$5,611.00	2320	07/27/2022	\$38.00

* Indicates skipped check number



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Statement Ending 07/31/2022

MUIR BEACH COMMUNITY SVCS

Page 1 of 2

Account Number: 444444

ADDRESS SERVICE REQUESTED

MUIR BEACH COMMUNITY SVCS DIST
19 SEACAPE DR
MUIR BEACH CA 94965-9701

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- Automated Phone Banking: 1-844-822-2447
- Online Banking: TriCountiesBank.com

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NMLS #458732

Member FDIC



Overall Balance Summary

Account Type	Account Number	Ending Balance
Business MMI Images		\$201,645.01

Business MMI Images

Account Summary

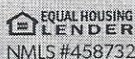
Date	Description	Amount
07/01/2022	Beginning Balance	\$201,641.59
	1 Credit(s) This Period	\$3.42
	0 Debit(s) This Period	\$0.00
07/31/2022	Ending Balance	\$201,645.01

Interest Summary

Description	Amount
Interest Earned From 07/01/2022 Through 07/31/2022	
Annual Percentage Yield Earned	0.02%
Days in Statement Cycle	31
Interest and/or Reward Paid	\$3.42
Interest Paid this Statement Cycle	\$3.42
Interest Paid Year-to-Date	\$23.39

Other Credits

Date	Description	Amount
07/29/2022	INT PMT SYS-GEN	\$3.42



NMLS #458732



Member FDIC

Updated MBCC Rental Policy Proposal 9/28/2022

Background:

Sadly, we no longer have facilitators available for rental events. This is despite our outreach efforts which have included an email blast from Mary to all Muir Beach residents, an article in the latest Beachcomber, and networking with other local community centers.

Moving forward we would like to prioritize resident rentals with the updated policy below. Our intention is to maintain access to the MBCC for residents while also meeting the needs of surrounding neighbors.

We will continue efforts to recruit required facilitators for non-resident rentals. As we train more and more residents to facilitate their own events we hope some may be interested in facilitating other non-resident events.

New proposal For Resident Rentals

Fee changes

1. Weekday rental (Mon-Thurs) \$100 flat fee. All out by 10pm. MBCC cleaner required if over 25 people (\$200)
2. Weekend rental (Fri-Sun) \$250 flat fee. All out by 12pm midnight. MBCC cleaner required if over 25 people (\$200)

Rental Policy Changes

1. Residents will be required to meet with MBCC Rental Coordinator for orientation to center and sign off on rules and regulations.
2. MBCC Rental Coordinator will create a new checklist of "Facilitator" tasks and cleaning instructions (cleaning applicable to rentals under 25 people) and go over it with all potential renters and have them sign off.
3. MBCC Rental Coordinator will create a form for the renter to sign stating that if we receive any complaints (such as noise, parking, cleaning, etc.) in the 7 days post event, renter will forfeit their entire deposit.
4. Offer first time renters the opportunity to speak with Laurie Piel for insider tips
5. Deposit and insurance requirements remain the same as do all Rules and Regs for the center usage

Water, Fire, Recreation, Roads, Finance, and Communications – September 2022

General:

Reminder: Board Elections 2022 – upcoming Board elections are scheduled for **November 8, 2022**. We have three seats open this year and four candidates have filed their papers. The candidate filing deadline is now closed. The Muir Beach Elderberries Group will sponsor a Candidates Night at the MB Community Center on October 11 from 7:00 – 10:00pm.

Covid-19 – coronavirus infection rates continue as more covid-19 restrictions are lifted. Indoor masking is only recommended for the most part. The CSD Board can still continue to hold remote meetings by ‘zoom’ under Assembly Bill AB 361 using 30-day extensions if needed out of an abundance of caution to allow for the highest attendance until the Board feels it is comfortably safe to resume in-person meetings.

LAFCo – final MBCSD Municipal Service Reviews (MSR) 2022 has now been posted on our website.

Water:

Redwood Creek Stream Monitoring – stream flows were .00 prior to rain, then jumped up temporarily to .68 after the brief rain, and now have return back down to .00 cu.ft. per second of discharge just after 4 days. Gage height is around .38, up from .27 ft. prior to rain, but levels are falling again. There had been disconnection of pooling back on 9/6 when the district went on notice mandatory conservation, so we will need to monitor discharge levels, as they continue to drop, prior to discontinuing our mandatory conservation measures. The California central coast is still considered to be in “severe” drought conditions and the State implemented non-essential water use regulations in June 2022.

Banducci Water Main – replacement of a section of water main that feeds the Banducci Ranch is in-progress.

Pumphouse – grounds crew are in the process of clearing out overgrown brush behind the pumphouse and container units in preparation for winter storms and relieve potential flooding. Cuco will chip the pulled brush.

Fire:

Firehouse – Fire Chief Chris Gove is trying to see how to start the grading portion of the project now that the MERA project has been delayed until the beginning of next year. The district did not get awarded the State grant funding for the Firehouse.

Fire Barn – continuing to coordinate the renewal of the Fire Barn 2-year lease. Our insurance company has agreed with 80% co-insurance and their own appraised value but is now requiring removal of flammable, dead, oily, and dry vegetation within 50ft. of the building. Our Fire Chief is coordinating with the NPS and GOGA’s cultural landscape manager as to what vegetation can be removed or just trimmed.

MWPA – Chris Gove will report on the status of the MWPA grants in his Fire Chief report. Fall Chipper Day was 9/26.

Recreation:

MB Community Center – continuing to work on maintaining defensible space around the CC and storage shed and cleaning gutters to prepare for late fall and winter.

Prop 68 Per Capita Recreation grant – the building permit process continues with the County and the structural engineer has now made required changes and our third-party permit processor has now made all document resubmittals. We now await response from the County. After receiving three bids, of which two of the three bids were beyond the funding available for the project’s grant funding, we are now waiting for several revised estimates to see if we can continue to move the project forward. If we can get a bid close enough to complete the core construction plans, then I may ask the board if we can allocate some Measure A funds to try to fill in some of the auxiliary costs such as inspections and moving the trash receptacles shed to a new location. We are now looking towards a spring start for construction if a contract bid can be secured and then approved by the Board.

MB Community Center Facilitators – we are still looking for a few more rental facilitators, but in the interim, our rental coordinator is suggesting a modified rental policy to still be able to make the Community Center available for resident rentals. Joani Marinoff will be presenting this new draft-rental policy at this month's Board meeting.

Measure A – currently working on the Measure A Expenditure Report and pre-audit submittal. The County sent out a note to Measure A recipients to expect about half of a normal year's distribution due to the 6-month gap in sales tax collection between when the tax expired in March 2022 and then getting reinstated in October 2022. Our District had already budgeted to account for this funding gap.

Parks and Trails – the Upper Park trail improvement plan is now on hold until winter rains soften the soils again to make vegetation removal and dirt work easier. Measure A Workplan currently includes lower Sunset to Cove Lane trail restoration and stairs.

Roads:

Charlotte's Way – grounds crew has been slowly clearing weeds along the sides of Charlotte's Way and cleaning out gutters and drains in preparation for fall rains.

Communications:

Website – financial page has been updated now with FY21-22 final data and graphs. I will wait until after the November 8 Board elections to update missing Board member bios and photos on the Elected Officials and staff page. Then, as always, continuing to update pages and post routine documents on the website.

Muir Beach Directory – now current thru 8/10/22 and will continue to post every new updated version on the district website 'Contact and Links' page.

Finance:

Audits – Sharry has submitted all documents to the auditor for the FY21/22 annual audits which are now underway.

Budget – final FY22/23 budget was approved at the July Board meeting.

Capital Planning – currently the only capital projects in planning are those using grant funding: Measure A, Recreation Per Capita OGALS, and the Firehouse. The last payment for the Sunset Way project loan will be made this December.

Insurance – continuing to research NPS lease request that the CSD carry \$500,000 in property insurance on the Fire Barn. The CSD's insurance company's evaluation for replacement cost came in at \$178,485 – the NPS has accepted that number.

District Office Business – Sharry was away from the office for 3 weeks on a trip to Mongolia to explore yurts, camels, and falconry. We did plan ahead, so are not necessarily behind on anything, but will still need to catch up on some routine bill payments which were slightly delayed, and the auditor's test sheets. As always, I am continuing to process all District mail and work with Sharry to make sure payroll timesheets, routine/event reimbursements, Credit Card expenditures, incoming payments and outgoing checks are all processed and expedited between agencies, employees, and vendors promptly.

Respectfully submitted,

Mary Halley

MBCSD District Manager

Statewide emergency water conservation regulations (2022)



The California Department of General Services posted signs around the state Capitol Building in Sacramento in July. The signs highlight the Save Our Water program's initiative to limit outdoor water usage to conserve water during the extreme three-year drought.

Second Water Conservation Emergency Regulation (June)

On May 24, 2022, the State Water Board adopted a second statewide emergency water conservation regulation that bans using potable (drinkable) water on decorative or non-functional grass at commercial, industrial, and institutional properties – including areas of nonfunctional turf under homeowners' association control. It went into effect on June 10, 2022. It also requires urban water suppliers to implement all demand-reduction actions under Level 2 of their Water Shortage Contingency Plans. It will remain in effect for one year from the effective date, unless the Board modifies it, readopts it, or ends it before then.

Emergency Regulation Requirements (more in links below)

- Commercial, industrial, and institutional decorative grass should not be watered*
- Give all trees just what they need: avoid overwatering
- Follow the local requirements of your water supplier
- Urban water suppliers should implement all Level 2 demand reduction actions by June 10, 2022*

(* Note: Unless otherwise allowed in the regulation)

RESOLUTION No. 2014-8-28

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MUIR BEACH COMMUNITY SERVICES DISTRICT PROHIBITING NON-ESSENTIAL USES OF WATER

The Board of Directors of the Muir Beach Community Services District does resolve as follows:

Section 1 Purpose

This program is intended to comply with the State Water Resources Control Board's adoption of California Code of Regulations Title 23, Section 863, 864 and 865 which require urban water suppliers to implement certain drought emergency water conservation measures. The purpose of this resolution is (1) to conserve the water supply of the Muir Beach Community Services District ("District") for the greatest public benefit with particular regard to the environment, public health, fire protection and domestic use, (2) to conserve water by reducing waste, and (3) to the extent necessary by reason of drought and an existing water shortage emergency condition to reduce water use fairly and equitably. This resolution is adopted pursuant to the California Water Code Section 350 through and including Section 358, and Section 31026 through and including Section 31029.

Section 2 Declaration of Water Shortage Emergency

The Board of Directors finds and declares that due to drought conditions within the District, a water shortage emergency exists within the District.

Section 3 Prohibition of Non-Essential Uses of Water

No water furnished by the District shall be used for any purpose declared to be non-essential by the Board of Directors. The following is a list of non-essential uses and restrictions:

1. **No Waste in General.** The application of landscape irrigation water in any wasteful manner, such that areas become saturated or cause water to run off onto adjacent streets or other areas.
2. **No Watering During Peak Daytime Hours.** The application of landscape irrigation water between the hours of 11 a.m. and 7 p.m., being the time of greatest evaporation of irrigation water.
3. **Watering Limited to Two Times per Week.** The application of landscape irrigation water more frequently than two times per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings, and 7 p.m. Friday evenings through 11 a.m. Saturday mornings.
4. **Watering of Lawns Limited to One Time per Week.** The application of landscape irrigation water to any area that includes a lawn, residential or commercial, more frequently than one time per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings.
5. **Hoses Must Have Shut-off Nozzles.** The use of a garden hose without a shut-off nozzle at the discharge end of the hose.

6. **No Use of Water to Wash Surfaces**. The washing of sidewalks, driveways, parking areas or any other exterior hard surfaces with potable water.
7. **No Filling of Pools**. The filling or refilling of any swimming pool by more than 5% of its capacity within any 90-day period.

Section 4 Violations

If and when the District becomes aware of any violation of this resolution, a warning shall be issued. The warning shall specify the nature of the violation, how it may be corrected and a timeframe for correction, either to be immediate or within a specified time as determined by the District Manager. If the violation is continued or repeated, the District shall assess a \$100 fee to account for the District's costs of dealing with the violation and may also forthwith disconnect water service to the property where the violation has occurred. Upon receipt of assurances that the violations will not continue or be repeated, the District may restore water service to the property. Should the violation be thereafter repeated, the District shall assess a fee of \$400 and may install a device which will restrict the flow of water to the property in question. Should violations continue even with flow restricted, the District may forthwith disconnect water service to the property for an indefinite period.

Section 5 Effective Period

This resolution shall be effective on the date of its adoption. The restrictions contained in this resolution may be partially or fully lifted as conditions change, as determined by the District Manager and with notice provided by the District.

PASSED AND ADOPTED this 28th day of August, 2014 by the following vote of the Board of Directors.

Ayes: Scott Bender, Paul Jeschke, Peter Lambert, Gerry Pearlman, Steve Shaffer

Noes: None

Absent: None

/s/ Steven Shaffer
Steven Shaffer, Board President

Attest:

/s/ Leighton Hills
Leighton Hills, District Manager

- 1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.**

34 **ADMINISTRATION**

35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
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- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
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39 **ARTICLE VIII.**

40 **ARBITRATION**

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42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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1 **ARTICLE IX.**
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
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4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by
11 personnel provided to Requesting Member from the time assistance is requested and
12 rendered until the assistance is returned to Responding Member's control, portal to portal.
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15 **ARTICLE X.**
16 **SIGNATORY INDEMNIFICATION**
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature
19 arising out of the rendering of assistance through this Agreement, the parties involved in
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose
21 only involvement is the execution and approval of this Agreement, in the transaction or
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage
25 and workers compensation.
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28 **ARTICLE XI.**
29 **WORKER'S COMPENSATION CLAIMS**
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31 The Responding Member is responsible for providing worker's compensation benefits and
32 administering worker's compensation for its employees. The Requesting Member is
33 responsible for providing worker's compensation benefits and administering worker's
34 compensation for its employees.
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37 **ARTICLE XII.**
38 **NOTICE**
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,
42 contingently or otherwise, affects or might affect them, and each Member shall have the
43 right to participate in the defense of the same, as it considers necessary to protect its own
44 interests.
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1 **ARTICLE XIII.**
2 **INSURANCE**
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4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
26

27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**
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34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
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41 **ARTICLE XVII.**
42 **MODIFICATION**
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44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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**ARTICLE XVIII.
SEVERABILITY**

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
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**ARTICLE XIX.
PRIOR AGREEMENTS**

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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**ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

46 This Agreement is for the sole benefit of the Members and no other person or entity has rights
47 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
48 duties created by this Agreement to third parties that are not Members is prohibited and without
49 effect.
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**ARTICLE XXI.
TORT CLAIMS**

64 This Agreement in no way abrogates or waives any immunity or defense available under
65 California law.
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**ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

76 To the extent practicable, Members retain the right to participate in mutual aid and assistance
77 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
78 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
79 programs.
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