

# Big Lagoon Community Services District

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## REGULAR MONTHLY BOARD MEETING AGENDA

The regular meeting of the Board of Directors of Big Lagoon CSD will be held Saturday, October 16 at 4:00 p.m. in the Community Room of Big Lagoon Elementary School.

Seating will comply with social distancing guidelines, and masks will be provided if you don't bring your own.

The public may submit written comments or questions on any agenda item to the Board

at: [biglagooncsd@gmail.com](mailto:biglagooncsd@gmail.com) up until 4:00 PM on Friday, October 15,

2021,

or comment on an agenda item

by raising your hand when the Chair asks for public comment.

The Information Packet for this meeting is attached to this emailed Agenda. You can also request the Packet by emailing [biglagooncsd@gmail.com](mailto:biglagooncsd@gmail.com).

1. Chair's Call to Order (Bill)
2. Recognize Public Correspondence received by 4:00 PM, Oct 15 (Bill)
3. Agenda for October 16, 2021 (Bill) Amend / Approval
4. Sept 18, 2021 Unapproved Meeting Minutes (Bill) Amend / Approval
- STATUS REPORTS (Public may comment after each report is given)
5. School Pipeline Project (Bill)
6. Vice-Chair's Report (Gus)
  - 6.1 Survey findings of meters & valves with John Morgan
  - 6.2 Meter update
7. Treasurer's Report (Dick)
  - 7.1 Past-due accounts update
  - 7.2 Future rate increase
8. Water Operator's Report (Val)
  - 8.1 Average daily consumption
9. Meter Reader's Report (Dana)
10. Storage Capacity & Fire Suppression status report (Dick)
11. Drought Emergency Conservation Measures Update (Chuck)
- ACTION ITEMS (Public may comment by raising a hand after Board discussion and before the Board votes)
12. Background on Executive Order N-15-21: Meetings on ZOOM (Bill)
  - 12.1 Shall BLCSD return to holding board meetings on Zoom?
  - 12.2 If approved, ask for a qualified volunteer to complete paperwork
13. Volunteer Insurance Policy – two options (Dick)
  - 13.1 State Fund & Alliant Volunteer Insurance Program
  - 13.2 Shall BLCSD purchase an insurance policy to cover volunteers?
  - 13.3 If approved, which policy?
- NEW BUSINESS (Public may comment by raising hand after Board discussion)
14. Upcoming Healthy & Safety Program through SDRMA (Gus)
15. Mutual Aid Agreement between Humboldt County CSDs (Bill)

PUBLIC COMMENT

16. Any member of the public may address the Board on any item that is not on the agenda.

By law, the Board cannot take action on items that are not on the agenda.

17. Future Agenda Items from Board Members

18. Adjourn

MEETING PACKET DOCUMENTS

Agenda Item 2: Community Correspondence distributed by separate email by October 15, 4:00 PM deadline

Agenda Item 4: Unapproved Meeting Minutes September 18, 2021

Agenda Item 12: AB 361 Implementation Guide, Initial Resolution, and Subsequent (Monthly)

Resolution

Agenda Item 13: State Fund and Alliant Volunteer Insurance Proposals

Agenda Item 15: Mutual Aid Agreement between Humboldt County Special Districts

RESOLUTION NO. XXXX-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE [SPECIAL DISTRICT NAME HERE] PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY [ENTER GOVERNOR'S ORDER AND DATE OF ISSUANCE], AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF [SPECIAL DISTRICT NAME HERE] FOR THE PERIOD [INSERT 30 DAY WINDOW HERE] PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the [SPECIAL DISTRICT NAME HERE] is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

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

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

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

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

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

WHEREAS, such conditions now exist in the District, specifically, [A STATE OF EMERGENCY HAS BEEN PROCLAIMED – DESCRIBE GOVERNOR'S PROCLAMATION HERE]; and

WHEREAS, [DESCRIBE ORDERS FROM STATE OR LOCAL OFFICIALS IMPOSING OR RECOMMENDING SOCIAL DISTANCING MEASURES OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK TO HEALTH AND SAFETY OF ATTENDEES]; and

WHEREAS, the Board of Directors does hereby find that [DESCRIBE STATE OF EMERGENCY, AND, SOCIAL DISTANCING ORDERS OR CONDITIONS CAUSING IMMIMENT RISK TO ATTENDEES] has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California [AND POSSIBLY RATIFY STATE OR LOCAL ORDERS FOR SOCIAL DISTANCING]; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of [SPECIAL DISTRICT NAME HERE] shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, [DESCRIBE MEASURES DISTRICT IS TAKING TO ENSURE ACCESS FOR THE PUBLIC].

NOW, THEREFORE, THE BOARD OF DIRECTORS OF [SPECIAL DISTRICT NAME HERE] DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and [DESCRIBE SOCIAL DISTANCING ORDERS OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK].

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of [ENTER ISSUANCE DATE HERE].

Section 4. Remote Teleconference Meetings. The [STAFF OR GENERAL MANAGER] and legislative bodies of [SPECIAL DISTRICT NAME HERE] are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) [ENTER DATE 30 DAYS FROM ADOPTION OF RESOLUTION], or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of [SPECIAL DISTRICT NAME HERE] may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of [SPECIAL DISTRICT NAME HERE], this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the following vote:

AYES: Detwiler, Gibbons, Silhi, Packham

NOES: Tannehill

ABSENT: None

ABSTAIN: None

RESOLUTION NO. **XXXX-XX (SUBSEQUENT)**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **[SPECIAL DISTRICT NAME HERE]** PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY **[ENTER GOVERNOR'S ORDER AND DATE OF ISSUANCE]**, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF **[SPECIAL DISTRICT NAME HERE]** FOR THE PERIOD **[INSERT 30 DAY WINDOW HERE]** PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the **[SPECIAL DISTRICT NAME HERE]** is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

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

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

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

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

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

WHEREAS, the Board of Directors previously adopted a Resolution, Number **[ENTER RESOLUTION NUMBER HERE]** on **[ENTER DATE HERE]**, finding that the requisite conditions exist for the legislative bodies of **[SPECIAL DISTRICT NAME HERE]** to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

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

WHEREAS, emergency conditions persist in the District, specifically, **[A STATE OF EMERGENCY REMAINS ACTIVE – DESCRIBE GOVERNOR'S PROCLAMATION HERE]**; and

WHEREAS, **[DESCRIBE ORDERS FROM STATE OR LOCAL OFFICIALS IMPOSING OR RECOMMENDING SOCIAL DISTANCING MEASURES OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK TO HEALTH AND SAFETY OF ATTENDEES]**; and

WHEREAS, the Board of Directors does hereby find that **[DESCRIBE STATE OF EMERGENCY, AND, SOCIAL DISTANCING ORDERS OR CONDITIONS CAUSING IMMIMENT RISK TO**

**ATTENDEES**] has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California [**AND POSSIBLY RATIFY STATE OR LOCAL ORDERS FOR SOCIAL DISTANCING**]; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of [**SPECIAL DISTRICT NAME HERE**] shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, [**DESCRIBE MEASURES DISTRICT IS TAKING TO ENSURE ACCESS FOR THE PUBLIC**].

NOW, THEREFORE, THE BOARD OF DIRECTORS OF [**SPECIAL DISTRICT NAME HERE**] DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and [**DESCRIBE SOCIAL DISTANCING ORDERS OR DESCRIBE HOW MEETING IN PERSON WOULD PRESENT IMMINENT RISK**].

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of [**ENTER ISSUANCE DATE HERE**].

Section 4. Remote Teleconference Meetings. The [**STAFF OR GENERAL MANAGER**] and legislative bodies of [**SPECIAL DISTRICT NAME HERE**] are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) [**ENTER DATE 30 DAYS FROM ADOPTION OF RESOLUTION**], or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of [**SPECIAL DISTRICT NAME HERE**] may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of [**SPECIAL DISTRICT NAME HERE**], this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the following vote:

AYES: **Detwiler, Gibbons, Silhi, Packham**

NOES: **Tannehill**

ABSENT: None

ABSTAIN: None

**BIG LAGOON COMMUNITY SERVICES DISTRICT  
PARTICIPANT ACCIDENT COVERAGE INSURANCE PROPOSAL 2021-2022**

INSURANCE COMPANY:	<b>National Union Fire Insurance Company of Pittsburg PA</b>	
A.M. BEST GUIDE RATING:*	A (Excellent); Financial Size Category XV (\$2 Billion or greater), <i>as of August 19, 2020</i>	
STANDARD & POOR'S RATING:*	A+ (Very Strong), <i>pulled on January 13, 2021</i>	
CALIFORNIA STATUS:	Admitted	
COVERAGE TERM:	TBD	
COVERAGE:	<b>Participant Accident</b>	
	Class 1 Eligibility:	All volunteers of the proposed Policyholder
	Covered Activities:	Volunteers Activities while participating in covered activities sponsored and supervised by the proposed participating organization including travel to and from the covered activity and home.
BENEFIT LIMITS PER PERSON	<b><u>Option 1</u></b>	
	Aggregate Limits:	\$ 1,000,000      Maximum, per Covered Accident
	Accidental Death & Dismemberment:	\$ 50,000      Maximum, up to 365 days from the date of a Covered Accident
	Coma Benefit:	1%      Benefits are payable initially as 1% of the Principal Sum per month for 11 months and thereafter in a lump sum of 100% of the Principal Sum
	Accident Medical Expense Benefits with Full Excess:	\$ 100,000      Max benefit period of 365 days from the date of the covered accident, incurral period of 30 days from date of covered accident, \$0 deductible

*\*See last page for additional information*

**BIG LAGOON COMMUNITY SERVICES DISTRICT  
PARTICIPANT ACCIDENT COVERAGE INSURANCE PROPOSAL 2021-2022**

**MAJOR EXCLUSIONS:**

*This is intended as brief summary. Please review policy for further details*

We will not pay benefits for any loss or injury that is caused by, or results from:

- Intentionally self-inflicted injury.
- Suicide or attempted suicide.
- War or any act of war, whether declared or not.
- A covered accident that occurs while on active duty service in the military, naval, or air force of any country or international organization. Upon our receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- Sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- Piloting or serving as a crewmember in any aircraft (except as provided by this proposal).
- Commission of, or attempt to commit, a felony.
- The covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred.
- Injury or loss contributed to the use of drugs, unless administered by a doctor.
- Travel or activity outside the United States or Canada

**PREMIUM:**

**Option 1      \$ 50,000      Limits**  
**\$ 250.00      MINIMUM Annual Premium-Based on 30**  
**Volunteers**

**\$5.00      Annual Rate per Volunteer**

**HIGHLIGHTS & CONDITIONS:**

- Dental related injuries included under Accident Medical Expense
- **This policy does not provide coverage for sickness**
- Policy is not subject to audit
- Premium is fully earned

**BINDING CONDITIONS:**

- Written confirmation to bind

**PROPOSAL VALID UNTIL:**

Proposal valid 30 days



**BIG LAGOON COMMUNITY SERVICES DISTRICT  
PARTICIPANT ACCIDENT COVERAGE INSURANCE PROPOSAL 2021-2022**

**DATE PREPARED:** October 11, 2021

**BROKER:** ALLIANT INSURANCE SERVICES, INC.

Christine Tobin, AIS, CISR, First Vice President  
Penny Dewitt, AIS, AINS, Account Manager

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.**

**This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

**BIG LAGOON COMMUNITY SERVICES DISTRICT  
PARTICIPANT ACCIDENT COVERAGE INSURANCE PROPOSAL 2021-2022**

**NY REGULATION 194 DISCLOSURE**

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

## **BIG LAGOON COMMUNITY SERVICES DISTRICT**

### **UNAPPROVED MINUTES of the Regular Monthly Board Meeting**

**Saturday September 18, 2021 - 6:00 PM      Meeting held using ZOOM**

#### **1. Chair's Call to Order (Bill)**

The open/regular meeting of the Big Lagoon Community Services District convened at 6PM.  
Board members in attendance: Bill Wenger, Chair; Gus Satein, Vice Chair; Dick Maier, Treasurer; Chuck King, Director; Joey Blaine, Director  
Staff in attendance: Mara Friedman, Board Secretary; Val Castellano, Water Operator  
Community members in attendance: Louise Minor; John Donohoe, Larry Davis

#### **2. Recognize Public Correspondence received by 5:00 PM, Sept 17 (Bill)**

Correspondence was received and distributed from: Catherine, Louise, Dana and Greg.

#### **3. Agenda for September 18, 2021 (Bill) Amend / Approval**

There were no changes to the agenda. Agenda is approved as distributed by Bill.

#### **4. August 21, 2021 Unapproved Meeting Minutes (Bill) Amend / Approval**

There were no changes to the meeting minutes. Minutes are approved as distributed by Bill.

### **STATUS REPORTS (Public may comment after each report is given)**

#### **5. School Pipeline Project (Bill)**

RCAC needs to know how many students/staff are at Big Lagoon School. Bill provided them with information received from Dana. State Water Boards continues to work on this project.

#### **6. Brush removal around well site (Bill)**

Coastal Tree chipped all the piles. Three BLCSD volunteers put chips down on the road leading to the well site, as well as the parking area. After fire season, Bill will have Cal Fire survey the area to see if there is any more work that needs to be done to improve the well site's defensible space. Gus thanked Bill for a job well done.

#### **7. Vice-Chair's Report (Gus)**

##### **7.1 Water meter replacement update**

Gus reached out to Kathy Richards (Badger Co.), seeking a status report on the viability of using cellular technology. She was on vacation. After we hear back from her, we will be able to make a strong recommendation to our community in terms of which water meter system to consider. The pending report will be delivered in October.

In answer to Louise's question, Gus replied that after we receive the status update, we will try and coordinate with Kathy to give us a (zoom) presentation about the various meters.

## **8. Treasurer's Report (Dick)**

### **8.1 September Financials: P&L, Balance Sheet**

All the reports have been distributed for everyone to review.

### **8.2 Update regarding overdue accounts**

We have never had an 'overdue accounts' policy. With information received from Joey, a first draft of this policy was sent out to get the ball rolling. To make the best use of the Board's time, each member can read and digest the info and fill in the blanks with appropriate amounts. Dick will take all the feedback received and create a second draft of this policy. To aid the Board members, Dick will provide examples of appropriate ranges of dollar amounts. Gus asked Dick if he could project future revenue based on proposed increased rates and Dick answered that he will see what he can come up with.

Chuck commented that a 'late fees / interest' contract would need to be agreed to and signed in advance by our customers. Dick replied that we have never done this and therefore no one has signed a contract. Chuck thinks we need to table this topic and do more research.

Chuck also noted that California has extended the moratorium indefinitely on turning water off for unpaid bills. Louise wanted to know what happens if a customer refuses to sign a 'late fee/interest' contract, to which Dick replied that this important question has to be figured out. She also asked why 'liens' were not discussed in the first draft? Dick replied that liens fall under 'legal suit' and this needs to be further expounded upon.

## **9. Water Operator's Report (Val)**

We are pumping approximately 7000 gallons per day.

Bill asked Val to update the Board on the 'school meter / running toilet' situation. Val replied that the toilet is fixed and that the school meter is under-reporting. He feels that the meter needs to be replaced and wants John Morgan to both recommend and install the new meter. Val estimated a cost of approximately \$1000 to have a new meter fixed and installed.

## **10. Meter Reader's Report (Dana)**

Dana was not present to give her report.

## **11. Storage Capacity & Fire Suppression status report (Dick)**

Updates on this topic will be addressed soon.

## **ACTION ITEMS**

### **12. Volunteer's Inherent Risk Acknowledgement – see Packet (Gus)**

Our existing liability insurance does not provide any coverage for volunteers, only 3<sup>rd</sup> parties. Gus, with Bill and Val's help, has crafted a new document draft that includes language that will make potential risks associated with volunteer activities transparent to our community. Gus has recently become aware of the potential of BLCSD purchasing supplemental liability insurance from a private firm. He will do more investigation and he thinks this is a worthy consideration for our Board. He requested that this topic be tabled until October.

Bill noted that several of the public comments asked why can't we get supplemental insurance to cover our volunteers? In answer to these inquiries, he is researching what is possible and affordable regarding medical coverage for volunteers in California. We should have answers to these questions in October. Louise suggested that once we have the exact wording of what type of policy we are looking for, we could share this info with the community, who may have insurance agents who can provide the type of policy we are seeking at a good price. Louise also suggested that when researching liability insurance potentials, we should look at the realm of all volunteer organizations in order to receive the best deal.

**NEW BUSINESS** (Public may comment by raising hand after Board discussion)

**13. Drought Emergency Conservation Measures Update (Chuck)**

Chuck asked Joey to craft the final email invite for the new water conservation work group. After this is done, Mara will send the email to our community. Joey will also post the invitation on our website. There will be a limit of 4-5 people in this work group.

**14. Backflow Devices Update (Gus)**

Gus contacted John Morgan about developing a site-specific report that will identify all the components/requirements if we are to replace all of our water meters, as well as the possibility of including backflow devices and new shutoff valves. Gus asked the Board to approve a 'survey/site analysis' estimated to take 8 - 12 hours and cost approximately \$500 - \$750. A motion is not required, as we previously improved our maintenance budget by \$3600 from now until year end. Gus will contact John on Monday to get this project going ASAP. Louise asked who owns the backflow devices if they are on the owners side of the meter? Gus replied that after analysis, all options will be discussed. Dick added that we should integrate this language in the second draft of the water policy. In answer to Joey's question of why we are putting backflow devices on each house, Gus said it's now a requirement per code and it makes sense to address water meter replacement and backflow at the same time.

**15 PUBLIC COMMENT**

There was no public comment.

**16. Future Agenda Items from Board Members**

Dick noted that the last time we raised water rates was July 2015. He would like to add the following agenda item: Future Rate Increases 2022.

**17. Adjourn**

With no other business, the Chair adjourned the meeting at 6:38 PM.

The next regular meeting will be October 16 at 6PM on Zoom. NOTE: As of Oct 1, Zoom meetings are no longer allowed, per Governor Newsom, unless the district follows specific provisions that have not yet been met.

Submitted by Mara Friedman, Board Secretary





**California Special  
Districts Association**  
*Districts Stronger Together*

## AB 361 Implementation Guide

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## California Special Districts Association

*Districts Stronger Together*

### **AB 361 – Brown Act: Remote Meetings During a State of Emergency**

#### *Background – the Governor’s Executive Orders:*

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders ([N-25-20](#), [N-29-20](#), [N-35-20](#)) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law.

The orders waived several requirements, including requirements in the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting.<sup>12</sup> Furthermore, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Under the orders, local agencies were still required to provide advance notice of each public meeting according to the timeframe otherwise prescribed by the Brown Act, and using the means otherwise prescribed by the Brown Act. Agencies were – for a time – required to allow members of the public to observe and address the meeting telephonically or otherwise electronically. Local agencies were eventually explicitly freed from the obligation of providing a physical location from which members of the public could observe the meeting and offer public comment.<sup>3</sup>

In each instance in which notice of the time of the meeting was given or the agenda for the meeting was posted, the local agency was required to give notice of the manner members of the public could observe the meeting and offer public comment. In any instance in which there was a change in the manner of public observation and comment, or any instance prior to the issuance of the executive orders in which the time of the meeting had been noticed or the agenda for the meeting had been posted without also including notice of the manner of public observation and comment, a local agency would be able to satisfy this requirement by

<sup>1</sup> **Executive Order N-25-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf>

<sup>2</sup> **Executive Order N-29-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

<sup>3</sup> *Ibid*





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advertising the means of public observation and comment using "the most rapid means of communication available at the time" within the meaning of California Government Code, section 54954(e); this includes, but is not limited to, posting the manner in which the public could participate on the agency's website.

The orders also provided flexibility for a legislative body to receive a "serial" or simultaneous communication outside of an open meeting, allowing all members of the legislative body to receive updates (including, but not limited to, simultaneous updates) relevant to the emergency (including, but not limited to, updates concerning the impacts of COVID-19, the government response to COVID-19, and other aspects relevant to the declared emergency) from federal, state, and local officials, and would be allowed to ask questions of those federal, state, and local officials, in order for members of the legislative body to stay apprised of emergency operations and the impact of the emergency on their constituents. Members of a local legislative body were explicitly not permitted to take action on, or to discuss amongst themselves, any item of business that was within the subject matter jurisdiction of the legislative body without complying with requirements of the Brown Act.<sup>4</sup>

### *The Brown Act Executive Orders Sunset – September 30, 2021*

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021.<sup>5</sup> After that date, local agencies are required to observe all the usual Brown Act requirements *status quo ante* (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

Following the Governor's September 16 signing of AB 361, the Governor's office contemplated immediately rescinding the remote public meeting authority provided under prior Executive Orders. Such action would have instantly impacted thousands of local agencies – potentially requiring them to cancel meetings or conduct in-person meetings or meetings pursuant to standard Brown Act teleconferencing requirements, notwithstanding the ongoing health directives related to the pandemic. After fruitful discussions between CSDA, the Governor's office, and other stakeholders on how to best assist local agencies to conduct meetings in an open and public manner, the Governor's office modified its approach and issued a revised Order on September 20, suspending the provisions of AB 361 and providing for a clear transition.<sup>6</sup>

Until September 30, local agencies should look to the revised Executive Order, [N-15-21](#), to determine how to conduct a particular meeting. The revised Order makes clear that, **until September 30**, local agencies may conduct open and public remote meetings relying on the

<sup>4</sup> **Executive Order N-35-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.21.20-EO-N-35-20.pdf>

<sup>5</sup> **Executive Order N-08-21**, <https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.pdf>

<sup>6</sup> **Executive Order N-15-21**, [gov.ca.gov/wp-content/uploads/2021/09/9.20.21-executive-order.pdf](https://www.gov.ca.gov/wp-content/uploads/2021/09/9.20.21-executive-order.pdf)



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authority provided under prior Executive Orders (rather than AB 361). The revised Order also explicitly permits a local agency to meet pursuant to the procedures provided in AB 361 **before** October 1, so long as the meeting is conducted in accordance with the requirements of AB 361. All local agencies should be aware that they **may not** conduct remote teleconference meetings pursuant to the authority in the Governor's prior Executive Orders **beyond September 30**; after that date, all meetings subject to the Brown Act must comply with standard teleconference requirements (as they existed "pre-pandemic") **OR** must comply with the newly enacted provisions of AB 361.

Any local agency that seeks to continue conducting remote teleconference meetings after September 30, **but has not taken action to transition to the provisions of AB 361**, may hold remote teleconference meetings under the standard requirements found within the Brown Act (i.e., subdivision (b) of Government Code section 54953, with remote meeting locations identified in the meeting agenda, meeting notices and agendas posted at all teleconference locations, teleconference locations accessible to the public, et cetera). Local agencies are strongly encouraged to swiftly begin preparations to ensure all Brown Act meetings and board actions taken via remote meetings after September 30 are done in a proper manner.

### AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency

Assembly Bill 361, introduced in February 2021 by Assembly Member Robert Rivas (D-30, Hollister) and sponsored by the California Special Districts Association, provides local agencies with the ability to meet remotely **during proclaimed state emergencies** under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders.

**Important Note:** *AB 361's provisions can only be used in the event that a gubernatorial state of emergency 1) has been issued AND 2) remains active. It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).*

Specifically, AB 361 suspends the requirements located in California Government Code, section 54953, subdivision (b), paragraph (3). What does this mean for local agencies? This means that, during a state of emergency, under specified circumstances, local agencies can meet pursuant to modified Brown Act requirements. Each of these modifications is broken out below.

**The provisions enacted by AB 361 providing flexibility to meet remotely during a proclaimed emergency will sunset on January 1, 2024. This is subject to change if a future Legislature and Governor elect to extend the sunset or make the provisions permanent.**



**AB 361 IMPACTS ON LOCAL AGENCY COMPLIANCE WITH THE BROWN ACT**

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	<ul style="list-style-type: none"> <li>Agendas not required to be posted <b>at all teleconference locations</b></li> <li>Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency</li> </ul>

In the context of an emergency, members of the legislative body of a local agency may be teleconferencing from less-than-ideal locations – e.g., the private domicile of a friend or relative, a hotel room, an evacuation shelter, from a car, etc. The nature of the emergency may further compound this issue, as was the case during the COVID-19 outbreak and the necessity to implement social distancing measures. To address this issue, AB 361 provides relief from the obligation to post meeting agendas at all conference locations.

Although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

**Important Note:** *Local agencies must still provide advance notice of public meetings and must still post meeting agendas consistent with the provisions of the Brown Act. AB 361 does nothing to change the fact that meetings must still be noticed and agendized in advance.*

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	<ul style="list-style-type: none"> <li>Agendas are not required to identify each teleconference location in the meeting notice/agenda</li> <li>Local agencies are not required to make each teleconference location accessible to the public</li> </ul>

Emergencies can – and often do – happen quickly. As was the case with the 2018 Camp Fire, individuals fleeing a disaster area may end up in disparate locations throughout the state. These impromptu, ad hoc locations are not ideal for conducting meetings consistent with the usual Brown Act requirements, which may impede local agencies seeking to meet promptly in response to calamity. To that end, AB 361 removes the requirement to document each teleconference location in meeting notices and agendas. Similarly, local agencies are not required to make these teleconference locations accessible to the public.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall	<ul style="list-style-type: none"> <li>No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction</li> </ul>



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participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	
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The purpose of AB 361 is to assist local agencies with continuing their critical operations despite facing emergencies that pose a risk to human health and safety – emergencies which oftentimes correspond with advisory or mandatory evacuation orders (e.g., wildfires, earthquakes, gas leaks, etc.). An emergency which drives individuals from an area could make meeting within the bounds of a local agency impossible to do feasibly or safely. Accordingly, AB 361 allows for local agencies to disregard quorum requirements related to members of a legislative body teleconferencing from locations beyond the local agency’s territory.

<b>Brown Act Requirement</b>	<b>Requirement under AB 361</b>
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	<ul style="list-style-type: none"> <li>• In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment</li> <li>• The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option</li> <li>• The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly</li> <li>• In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored</li> </ul>



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	<ul style="list-style-type: none"><li>• Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed</li></ul>
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The right of individuals to attend the public meetings of local agencies and be face-to-face with their elected or appointed public officials is viewed as sacrosanct, only able to be abrogated in the most extraordinary of circumstances. Under normal conditions, local agencies are required to allow members of the public to participate in a public meeting from the very same teleconference locations that other board members are using to attend that meeting.

AB 361 solves the specific problem of what to do in circumstances when local agencies are holding their meetings remotely during an emergency and it would be unsafe to permit access to members of the public to the remote teleconference locations. AB 361 permits local agencies to meet without making teleconference locations available to members of the public, **provided that** members of the public are afforded the opportunity to provide public comment remotely as well.

Importantly, local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible. This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. In practice, this means:

- Local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option

Importantly, local agencies are required to provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc. Using this information, members of the public must be able to attend the meeting remotely. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s). If an agency fails to provide one or more of these key pieces of information in a meeting notice or agenda, the agency should not proceed with the meeting as-is, as it could result in any subsequent action being rendered null or void.

- Agencies whose meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda

In a notable departure from the terms of the Governor's orders, AB 361 explicitly requires that local agencies must first resolve any remote meeting disruption before proceeding to take further action on items appearing on a meeting agenda. In the event that a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link or dial-in



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information, the local agency's internet connection is interrupted, or other similar circumstances, a local agency is required to stop the ongoing meeting and work to resolve the issue before continuing with the meeting agenda.

Local agencies should ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda. This may require directing staff to monitor the means by which the public can observe the meeting and offer comment to ensure that everything is operating as intended.

In the event that a meeting disruption within the control of the agency cannot be resolved, a local agency should not take any further action on agenda items; the local agency should end the meeting and address the disruption in the interim, or it may risk having its actions set aside in a legal action.

***Important Note:*** *Test, test, test! Local agencies should be testing their remote meeting setup in advance of (and during) every meeting to ensure that there are no apparent issues. Local agency staff should attempt to attend the meeting in the same way(s) made available to members of the public and demonstrate that everything is working as intended. The fact that staff tested the system before and during a meeting and failed to detect any problems may become a key factor in any potential legal action against the agency.*

- Local agencies cannot require that written comments be submitted in advance of a meeting

It is not permissible to require that members of the public looking to provide public comment do so by submitting their comment(s) in advance of a meeting – in fact, not only is this a violation of AB 361's terms, it is also a violation of the Brown Act generally. Both AB 361 and the Brown Act explicitly require that members of the public be given the opportunity to provide public comment **directly** – that is, live and at any point prior to public comment being officially closed during a public meeting. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise.

- Local agencies may only close registration for public comment at the same time the public comment period is closed, and must accept public comment until that point

Local agencies cannot require that individuals looking to provide public comment register in advance of a meeting (though agencies may extend the **possibility** of advance registration or commenting as a **non-mandatory** option). Nor may local agencies require that individuals looking to provide public comment register in advance of the agenda item being deliberated by a local agency. Local agencies may only close registration for public comment at the same time that they close the public comment period for all. Until the public comment period is completely closed for all, members of the public must be permitted to register for, and provide, public comment.





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Local agencies that agendize a comment period for each agenda item cannot close the public comment period for the agenda item, or the opportunity to register to provide public comment, until that agendized public comment period has elapsed.

Local agencies that do not provide an agendized public comment period but instead take public comment separately on an informal, ad hoc basis on each agenda item must allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register or otherwise be recognized for the purpose of providing public comment.

Local agencies with an agendized general public comment period that does not correspond to a specific agenda item (i.e., one occurring at the start of a meeting, covering all agenda items at once) cannot close the public comment period or the opportunity to register until the general public comment period has elapsed.

<b>Brown Act Requirement</b>	<b>Requirement under AB 361</b>
<p>A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.</p> <p>If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.</p>	<ul style="list-style-type: none"> <li>An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate</li> </ul>

“Zoom meetings” became ubiquitous during the COVID-19 pandemic – for good reason. The Zoom video teleconferencing software was free (with some “premium” features even made temporarily free to all users), easily deployed, and user-friendly. All one needed was a Zoom account and then they’d be able to make use of the platform’s meeting services, hosting and attending various meetings as they pleased.

Unfortunately, the Brown Act has long prohibited the use of mandatory registration or “sign-ups” to attend public meetings or to provide public comment. Privacy and good governance concerns prohibit such information gathering from members of the public seeking to remain anonymous while also engaging with their government. Accordingly, it would normally be a concern to use any teleconference platform which may require participants to register for an account even when it is not the local agency establishing that requirement.



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AB 361 resolves this issue by explicitly allowing local agencies to use platforms which, incidental to their use and deployment, may require users to register for an account with that platform so long as the platform is not under the control of the local agency.

***Important Note:*** *Just because you “can” doesn’t mean you “should.” There are products on the market that do not require individuals to sign up for/sign in to an account to participate in a remote meeting. Local agencies are heavily discouraged from contacting their remote meeting platform vendor in an attempt to uncover information about meeting attendees.*

### RESOLUTIONS: ENACTING ASSEMBLY BILL 361

A local agency wishing to rely on the provisions of AB 361 must meet one of the following criteria:

- (A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- (B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- (C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely in the event that there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

If a local agency passes a resolution by majority vote that meeting in-person during the state of emergency would present imminent risks to the health or safety of attendees, the resolution would permit meeting under the provisions of AB 361 for a maximum period of 30 days. After 30 days, the local agency would need to renew its resolution, consistent with the requirements of AB 361, if the agency desires to continue meeting under the modified Brown Act requirements, or allow the resolution to lapse.

***Important Note:*** *Consider referencing [the initial sample resolution linked on this page \(click here\)](#) in crafting your agency’s initial resolution effecting the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency’s resolution before its consideration at a public meeting.*





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After 30 days, a local agency is required to renew its resolution effecting the transition to the modified Brown Act requirements if it desires to continue meeting under those modified requirements.

Importantly, the ability to renew the resolution is subject to certain requirements and conditions. In order to renew the resolution, a local agency must:

- Reconsider the circumstances of the state of emergency
- Having reconsidered the state of emergency, determine that either
  - The state of emergency continues to directly impact the ability of the members to meet safely in person, or
  - State or local officials continue to impose or recommend measures to promote social distancing

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

***Important Note:*** Consider referencing [the subsequent adoption sample resolution linked on this page \(click here\)](#) in crafting your agency's renewal resolution renewing the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.

***Important Note:*** If your agency does not meet again before the 30 day period during which the resolution remains active, the resolution will lapse for lack of action by the agency. After a resolution has lapsed, if the agency seeks to meet remotely again under the modified Brown Act requirements, it must pass a new initial resolution effecting the transition to the modified Brown Act requirements, subject to the same substantive and procedural requirements as before.



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### AB 361 PROCESS: AN EXECUTIVE SUMMARY

1. An emergency situation arises. The specific nature of the emergency produces an imminent risk to public health and safety.
2. A state of emergency is declared (pursuant to CA GOVT § 8625).
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings consistent with the terms of CA GOVT § 54953, subdivision (e).
4. A resolution is passed consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (1), subparagraph (B) (i.e., a resolution passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees).<sup>1</sup> This resolution is valid for 30 days.
5. 30 days later: if the state of emergency remains active, a local agency may act to renew its resolution effecting the transition to teleconferenced meetings by passing another resolution, consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (3) (i.e., a resolution which includes findings that legislative body has both 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person.<sup>2</sup>

<sup>1</sup> Alternatively, in lieu of a resolution finding that meeting in person would present imminent risks to the health or safety of attendees, a local agency may use modified Brown Act procedures when state/local officials recommend/require measures to promote social distancing.

<sup>2</sup> Should state/local officials continue to impose or recommend measures to promote social distancing, this may instead be used as a basis for renewing a resolution (as opposed to the fact that the state of emergency continues to directly impact the ability of the members to meet safely in person).

**This communication 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 communications.**

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## MUTUAL AID AND ASSISTANCE AGREEMENT

Between the \_\_\_\_\_ District and \_\_\_\_\_  
For Support and Assistance during Non-Emergency Events

This Mutual Aid and Assistance Agreement ("Agreement") is made and entered effective as of \_\_\_\_\_, 2021 (the "Effective Date"), by the \_\_\_\_\_ District ("\_\_\_\_\_") and the other parties signatory to this Agreement from time to time (\_\_\_\_\_ and the other parties signatory to this Agreement from time to time being hereinafter referred to, individually, as a "Party" and, collectively, as the "Parties"). With respect to each Party other than \_\_\_\_\_, the date set forth next to such Party's signature shall constitute the effective date for such signatory to this Agreement (each such, a "Party Effective Date").

### RECITALS

WHEREAS, \_\_\_\_\_ provides \_\_\_\_\_ to certain municipal customers, with \_\_\_\_\_ and such municipal customers serving a population of approximately \_\_\_\_\_, constituting approximately \_\_\_\_% of Humboldt County's population;

WHEREAS, \_\_\_\_\_ as of the Effective Date, such customers consist of the \_\_\_\_\_;

WHEREAS, terms and conditions for interagency mutual aid and support during times of emergency are provided for in a variety of mutual aid agreements which have been developed and executed by various parties over the years;

WHEREAS, the mutual aid agreement for assistance during emergencies that is most applicable and widely used for water and wastewater agencies in California is the WARN 2007 Omnibus Mutual Assistance Agreement approved and adopted by the California Water/Wastewater Agency Response Network on September 30, 2007;

WHEREAS, the Parties agree to use the WARN 2007 Omnibus Mutual Assistance Agreement for any mutual aid and assistance requested and provided during emergency events; and

WHEREAS, the Parties desire to establish terms and conditions under which a Party may provide interagency mutual aid and support under non-emergency circumstances, including reimbursement for equipment, supplies and personnel made available to another Party, with the intent of facilitating the advancement of the Parties' collective service mission to the community.

### AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. Agreement to Provide Assistance Voluntary.** Subject to the discretion of each Party to decline to do so, the Parties agree to consider providing mutual aid and assistance to each other in times of need not constituting an emergency, on a voluntary basis. In general, assistance will be in the form of resources, such as equipment, supplies and personnel. The execution of this Agreement **shall not** create any duty to respond on the part of any Party to an assistance request from another Party and assistance shall be given only when a Party determines, in its unilateral discretion, that its own needs can be met while rendering assistance to a requesting Party. The execution of this Agreement by any Party shall not create a duty to provide assistance to any other Party to this Agreement and no Party shall be liable for any damages incurred by any other Party as a result of such Party's unwillingness or inability to provide the requested assistance.

## **2. Procedures.**

(a) Request for Assistance. An authorized representative of any Party may request aid and assistance (in such capacity, a "Requesting Party") from an authorized representative of any other Party (in such capacity, a "Responding Party"). Requests for assistance may be made orally or in writing. The authorized representative(s) of the Responding Party shall evaluate the request and, as soon as reasonably practicable, notify the Requesting Party whether the Responding Party is able and/or willing to provide the requested assistance; all such determinations shall be made in the sole and unilateral discretion of the Responding Party. In the event a Responding Party agrees to provide the requested assistance, the Requesting Party and the Responding Party shall complete a memorandum of assistance in substantially the form attached hereto as Exhibit A (each, a "Memorandum") to document the specific terms and conditions of the applicable provision of aid or assistance. At the sole discretion of the Responding Party, the requirement to complete this Memorandum may be waived, and the reimbursement provisions shall be agreed to orally. For purposes of this Agreement, an "authorized representative" of a Party shall mean an employee or officer of a Party who is authorized, on behalf of such Party, to request or offer assistance or to withdraw or refuse to offer assistance.

(b) Direction and Control of Responding Party Employees. Employees of a Responding Party provided under this Agreement will be under the direction and control of the Requesting Party. The Requesting Party's designated supervisor(s) must keep accurate records of time expended and work performed by such employees during the period of assistance.

(c) Withdrawal of Assistance. The Responding Party's authorized representative shall have the right, in such authorized representative's sole and absolute discretion, to withdraw some or all of its resources and/or employees at any time for any reason, without further obligation or liability to the Requesting Party.

(d) Insurance. Each Party to this Agreement shall maintain insurance or a self-insurance program that covers activities that it may undertake pursuant to this Agreement. Upon request of the Responding Party, the Requesting Party shall provide to the Responding Party such proof of insurance as is reasonably acceptable to the Responding Party.

## **3. Cost Reimbursement.**

(a) Labor. The Requesting Party shall reimburse the Responding Party for all direct and indirect labor costs of any employees provided by the Responding Party, such labor costs to include, but not be limited to, any such employee's applicable salary or hourly wage plus all indirect benefit compensation factors. Each Party shall be responsible for providing and administering worker's compensation benefits for its employees.

(b) Equipment. Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at the rate set forth on the applicable Memorandum. Unless otherwise expressly provided on the applicable Memorandum, the equipment rate shall not include fuel, lubrication, transportation or loading/unloading of provided equipment, each of which shall either be provided by the Requesting Party or reimbursed by the Requesting Party to the Responding Party at the Responding Party's actual cost as specifically detailed in the Responding Party's invoice to the Requesting Party. At the option of the Responding Party, equipment may be provided with an operator.

(c) Return of Equipment. All equipment shall be returned to the Responding Party as soon as practicable and reasonable under the circumstances or, at the latest, within twenty-four (24) hours after receipt by the Requesting Party of the Responding Party's oral or written request for return of equipment.

(d) Damage to Equipment. In the event equipment is damaged while being dispatched to the Requesting Party, or while in the custody and use of the Requesting Party, the Requesting Party shall reimburse the Responding Party for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, the Requesting Party shall reimburse the Responding Party for the cost of replacing such equipment

that is of at least equal value and functionality as determined by the Responding Party. If the Responding Party must lease a piece of equipment while the Requesting Party equipment is being repaired or replaced, the Requesting Party shall reimburse the Responding Party for such lease cost.

(e) **Supplies.** The Requesting Party shall reimburse the Responding Party in kind or at actual replacement cost for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition shall not be charged to the Requesting Party and no rental fee shall be charged. Supplies that are returned to the Responding Party with damage shall be treated as expendable supplies for purposes of cost reimbursement.

(f) **Invoicing.** The Responding Party shall provide an itemized invoice to the Requesting Party for the expenses incurred in providing assistance under this Agreement not later than thirty (30) days after the end of the month in which assistance is provided. The Responding Party may request additional time within which to submit any invoice and the Requesting Party shall not unreasonably withhold its written consent to such request.

(g) **Payment.** The Requesting Party shall reimburse the Responding Party within thirty (30) days from the receipt of each invoice. The Requesting Party may request additional time within which to pay any invoice and the Responding Party shall not unreasonably withhold its written consent to such request; provided, however, that no invoice shall be paid later than ninety (90) days after the date such invoice is submitted to the Requesting Party.

#### **4. Indemnification; Notice; Tort Claims.**

(a) **Indemnification.** The Requesting Party shall defend, fully indemnify and hold harmless, the Responding Party, its officers, agents and employees, from any and all claims, losses, damages, injuries and liabilities of every kind, nature and description, directly or indirectly arising out of Responding Party's work while Responding Party's agents and/or employees are performing work or otherwise rendering services to a Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility/facilities and ends when the personnel, equipment, or supplies return to the Responding Party's facility/facilities (portal to portal). The scope of the Requesting Member's duty to indemnify and defend Responding Party includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Party, or faulty workmanship or other negligent acts, errors or omissions by Requesting Party or the Responding Party's agents and/or employees while any such agents or employees are performing work or otherwise rendering services to a Requesting Party during a period of assistance, as described above.

(b) **Notice.** Each Party shall provide written notice of any claim or potential claim of which such Party becomes aware to each other Party who has or may have an indemnity obligation under this Agreement with respect to such claim or potential claim.

(c) **Tort Claims.** Each Party intends that this Agreement shall in no way abrogate or constitute a waiver of any immunity or defense available to it under California law, including, without limitation, any and all claim presentation requirements created by the California Tort Claims Act (California Government Code § 810, et seq.).

#### **5. Miscellaneous.**

(a) **Records; Confidentiality.** Authorized representatives of each Party shall have access to the other's books, documents, notes, reports, papers and records to the extent reasonably necessary for the purpose of reviewing the accuracy of any invoice(s) rendered for assistance provided under this Agreement. Each Party hereto agrees to keep confidential any such records or other information obtained by such Party as a result of its participation in this Agreement, including, but not limited to, any map, report, notes, papers, opinions or

e-mail which relates to the system vulnerabilities of any other Party to this Agreement.

(b) Effective Date. This Agreement shall take effect on the Effective Date with respect to \_\_\_\_\_ and on each other Party's applicable Party Effective Date with respect to each such other Party.

(c) Termination. Any Party may withdraw from this Agreement by providing written notice to the other Parties. Any withdrawing Party's duty to reimburse any other Party for assistance rendered and any indemnity obligation of such withdrawing Party for any claims for damages accruing prior to such Party's withdrawal from this Agreement shall survive such withdrawal.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof.

(e) Entire Agreement; Modification; Waiver. This Agreement and, with respect to each applicable Responding Party and Requesting Party, each Memorandum of Assistance entered into hereunder, contain the entire agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations and warranties regarding the subject matter hereof between any Parties other than those set forth or referred to herein. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Parties hereto. Any Party hereto may, only by an instrument in writing, waive compliance by any other Party hereto with any term or provision of this Agreement. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(f) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Photocopies, facsimiles and PDF files of any signed counterpart of this Agreement are effective and valid for any and all purposes as if they were the original signed copy.

(g) No Third Party Beneficiaries. Nothing in this Agreement or any ancillary documents, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

(h) Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions shall not be affected.

(i) Worker's Compensation Claims. The Responding Party is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Party is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**[THE NEXT PAGE IS THE SIGNATURE PAGE]**



Big Lagoon Community Services District

William Wenger

PO Box 847  
Trinidad, CA 95570 - 0847

Quote ID # 840220291  
Quote Date: 10/04/2021

## State Compensation Insurance Fund

State Fund has operated for 100 years and is California's leading provider of workers' compensation Insurance. State Fund offers comprehensive workers' compensation products and services that provide a strong and stable option for employers and injured employees with fast, reliable claims service and medical and indemnity benefits. State Fund's loss prevention services and return to work programs—provided to policyholders at no additional cost—ultimately help save money for employers.

### Workers' Compensation Quote Summary

Base Premium	\$1,364.90
Standard Premium	\$1,364.90
Minimum Premium	\$1,125.00
Estimated Annual Premium	\$1,125.00
Mandatory Surcharges	\$44.55
<b>Estimated Premium &amp; Surcharges</b>	<b>\$1,169.55</b>

Coverage Period: 10/29/2021 at 12:01 a.m. to 10/29/2022 at 12:01 a.m.

Please be advised, this quote is good until 12/03/2021. To begin coverage, the required payment is due before quote expiration. This quote is not an insurance policy.

The estimated annual premium is primarily based on the payroll for your employees, and the type of work they perform, which was provided by you. Please review the information to confirm the payroll is accurate and assigned to the correct job classification.

This quote is based upon information provided to State Fund. All information supplied by you is subject to verification (before or after bind). Material change or misrepresentation of information discovered during the verification process may result in re-pricing, rescission, or cancellation of the policy.



## Estimated Base Premium Calculation

Primary location zip code: 95570 - 0847

Number of full time employees: 0

Number of part time employees: 15

**10/29/2021 - 10/29/2022**

Class Code	Description	Base Rate	Estimated Payroll	Estimated Base Premium
7520-1	Water Companies - All Ees	7.13	\$19,000.00	\$1,354.70
8810-1	Clerical Office Employees	0.51	\$2,000.00	\$10.20
8742-1	Salespersons	0.79	\$0.00	\$0.00
8871-1	Clerical employees with over 50% of their time telecommuting	0.25	\$0.00	\$0.00
<b>Total Before Modifications</b>			<b>\$21,000.00</b>	<b>\$1,364.90</b>

### Class Code and Rate Summary

Class Code & Rate Summary  
 Coverage Period:  
 10/29/2021 - 10/29/2022

Class Code	Base Rate	Interim Billing Rate
7520-1	7.13	5.73
8810-1	0.51	0.41
8742-1	0.79	0.63
8871-1	0.25	0.20

The interim billing rate is the estimated class code base rate after any modifications and discounts have been applied. Final billing rates will be based on the actual payroll reported and subject to audit.





## Modifications and Premium Calculations

10/29/2021 - 10/29/2022		
<b>Estimated Base Premium</b>		<b>\$1,364.90</b>
<b>Experience Modification</b>	100.0%	
<b>Standard Premium</b>		<b>\$1,364.90</b>
<b>Rating Plan Modifier</b>	0.80370	
<b>Premium Discount</b>	1.00	
<b>Estimated Annual Premium</b>		<b>\$1,125.00</b>
<b>Mandatory Surcharges</b>		
WCA Surcharge	2.26460%	\$25.48
WCFA Surcharge	0.47340%	\$5.33
UEBT Surcharge	0.07750%	\$0.87
SIBT Surcharge	0.65790%	\$7.40
OSHF Surcharge	0.25840%	\$2.91
LEC Surcharge	0.22720%	\$2.56
CIGA Surcharge	0.00000%	\$0.00
		<b>\$44.55</b>
<b>Estimated Annual Premium and Surcharges</b>		<b>\$1,169.55</b>

\*Premium Discount: Modified Premium is discounted according to the following schedule:

First \$5,000 - 0.0%  
Above \$5,000 – 11.3%

All policies are subject to surcharges mandated by California law in rates approved by the Department of Industrial Relations. This quote reflects the currently published surcharges and rates. If new surcharges or rates applicable to this policy are published *by the Department of Industrial Relations*, they will be applied to your policy and reflected in your premium billing statement.

Your policy is written directly with State Fund. As a result, we are able to apply a 6% Direct Placement Credit to your policy. This credit is available only for policies in which there is no Broker of Record letter on file and in force with State Fund. This Direct Placement Credit will not reduce the final premium to below the stated minimum premium for your account.

If applicable, your Experience Rating Modifier (X-Mod) shown in this quote is based on information you have provided. Experience Rating Modifier (X-Mod) is calculated by the Workers' Compensation Insurance Rating Bureau (WCIRB) and may be subject to change after your policy is issued. Any updated X-Mod will be endorsed onto your policy.



## Coverage

Proposed Coverage Period: 10/29/2021 to 10/29/2022  
Employer's Liability Limit: \$1,000,000.00  
Entity: Public Agency - Incorporated  
Officers/Partners:

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Officer Name	Title	Status
William Wenger	Officer - Other	Excluded*

**\*Excluded status is subject to receipt of signed waiver form.**

If you are currently operating without workers' compensation insurance coverage, you are liable for any workers' compensation injuries sustained by your employees during this lapse period.

### Your coverage includes the following endorsements:

Endorsement 0750	Full Salary Benefits Not Insured
Endorsement 1582	Volunteer Coverage
Endorsement 2065	Certificate Holders' Notice 60 days
Endorsement 2784	Agreed Payroll and Classification 7520(1) Volunteer Hourly \$13.00
Endorsement 3015	Executive Officers - Minimum/Maximum Limits \$55,900.00 / \$144,300.00



## Payment Plan

Billing Type:	Payroll Reporting
Frequency:	Annual
Deposit Premium:	\$1,125.00
Mandatory Surcharges:	\$44.55
First Installment:	\$0.00
<b>Total Due to Begin Coverage:</b>	<b>\$1,169.55</b>

Insurance under this policy will be effective at 12:01 A.M. Pacific Time, on the day following receipt by State Fund of payment for the above amount, unless a later date is requested. If we do not receive the required payment by 12/03/2021, and you still require insurance, you will need to reapply for insurance, and a new quote will be issued.

Your bills are based on your Estimated Annual Premium (EAP), which may be adjusted to reflect current payroll information. Your EAP must be accurate to avoid an unexpectedly large premium bill. Notify State Fund in the event you have an increase or decrease in payroll at any time during the policy term.

After the policy expiration date, you will be required to complete a final payroll report and submit payment (if required) to cover additional premium not previously contemplated.

Failure to submit payroll reports or premium payments when due may result in cancellation of your policy.

The minimum premium is \$1,125.00 and is **not subject to proration or refund.**



## Important Information about Your Quote

*Estimated Premium Disclaimer:* This quote was prepared using information provided by you and/or your insurance broker, applying current underwriting guidelines and factors. The quoted premium amount to obtain coverage is an estimate. The final premium will be based on the actual premium basis, proper classifications, rates and applicable modifications at the end of your policy period. Final premium can also be affected by changes to the policy authorized by law, or the regulating governmental agency. If the final premium is more than the premium you paid us, you must pay the balance. If the final premium is less, we will issue a refund.

State Fund periodically files revisions to our rating plan, including rating factor updates that may apply to your quote or policy. This quote may include rates that are pending the authorization of the Insurance Commissioner. Any authorized rates that apply to your policy will be reflected in your premium billing statement.

The Workers' Compensation Insurance Rating Bureau (WCIRB) periodically makes updates to classification descriptions and wage thresholds. This quote reflects the classification rules in effect at the time of quoting. Subsequently published updates to these WCIRB-mandated rules may apply to your policy. Any WCIRB update that affects the pricing of the policy will be reflected in your premium billing statement.

*Medical Provider Network:* State Fund's Medical Provider Network (MPN) helps employers manage their medical costs through a diverse network of qualified physicians, specialists, and providers that specialize in the treatment of occupational injuries. The State Fund MPN is made up of a group of select physicians and other medical service providers within California:

- Many of the MPN physicians and providers primarily treat occupational injuries.
- Other MPN providers specialize in general areas of medicine.
- If necessary, the MPN will provide specialists to treat the injury or illness.

Using the MPN helps keep medical treatment costs in check while ensuring quality medical treatment for injured employees.

*Short-Rate Cancellation:* If you cancel during the policy term, final premium may be more than pro rata. Under the policy for which you've applied, final premium may be increased by the short-rate cancellation table. This penalty may be 5% to 100% depending on the length of time the policy was active.