

CROCKETT COMMUNITY SERVICES DISTRICT

Special Business Meeting AGENDA FOR FRIDAY, APRIL 10, 2020

TIME: 1:00 PM

PLACE: **** Meeting to be held by teleconference ****

IMPORANT NOTICE REGARDING COVID -19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in *Executive Order 33-20* and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time. (See Resolution No. 19/20-18)
- The meeting will be conducted via tele conference using Zoom.
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE THE MEETING:

Telephone: Listen to the meeting live by calling Zoom at +1 669 900 9128. Enter the Meeting ID# 189 559 360 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/u/aeONOA5qL> if the line is busy.

Computer: Watch the live streaming of the meeting from a computer by navigating to <https://zoom.us/j/189559360> using a computer with internet access that meets Zoom's system requirements (see <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)

Mobile: Login through the Zoom mobile app on a smartphone and enter Meeting ID# 189 559 360.

HOW TO SUBMIT PUBLIC COMMENTS:

Written/ Read Aloud: Please email your comments to manager@town.crockett.ca.us, write "*Public Comment*" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (*not to exceed three minutes at staff's cadence*), prominently write "*Read Aloud at Meeting*" at the top of the email. All comments received before 3:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

Telephonic / Electronic Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. The public can speak up at that time or use the Zoom chat feature to indicate they want to make a public comment. If needed, a short recess (generally less than 10 minutes) will take place during the time public comment is open to allow the comments to be collected. Use Zoom chat or email your comments to manager@town.crockett.ca.us, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all submitted comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

1. CALL TO ORDER – ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:
(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)
4. ADMINISTRATIVE:
 - a. Receive verbal report on COVID-19 impacts to District.
 - b. Consider adopting Emergency Telecommuting Policy.
 - c. Approve Designation of Applicant’s Agent Resolution for Non-State Agencies (Cal OES 130).
5. ADJOURNMENT

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa on the picturesque Carquinez Strait of the San Francisco Bay.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at <https://www.town.crockett.ca.us/meetings> as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager. at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.

CROCKETT COMMUNITY SERVICES DISTRICT

P.O. Box 578 - Crockett, CA 94525
850 Pomona Street
Telephone (510) 787-2992
Fax (510) 787-2459
e-mail: manager@town.crockett.ca.us
website: www.town.crockett.ca.us

Emergency Telecommuting Policy

The purpose of the Emergency Telecommuting Policy is to ensure that essential Crockett Community Services District ("DISTRICT") functions continue to be performed at an alternative location during the disruption of normal operations. The DISTRICT will implement this Policy in keeping with the mission of the DISTRICT and the respective Department. This Policy is an emergency policy and the General Manager has discretion to withdraw the Policy if deemed necessary.

The General Manager shall designate and authorize specific times in which an Emergency Telecommuting Agreement ("ETA" or "Agreement") shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The General Manager has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee's department and the DISTRICT;
2. The potential for disruption to the DISTRICT's functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her DISTRICT worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other DISTRICT employees and the public that the employee's position requires;
5. The portability of the employee's work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee's job duties from a location separate from his or her DISTRICT Worksite;
8. The ability to measure the employee's work performance from a location separate from his or her DISTRICT Worksite;
9. The employee's supervisory responsibilities;

10. The employee's need for supervision;
11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Board President if General Manager is unavailable.

Telecommute Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the DISTRICT approves an extension in writing. The DISTRICT may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their DISTRICT worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the DISTRICT's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their DISTRICT worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other DISTRICT employees while telecommuting, as if working at their DISTRICT worksite. Employees shall check their DISTRICT-related business phone messages and emails on a consistent basis, as if working at their DISTRICT worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.

- c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
- d. Employees shall ensure dependent care will not interfere with work responsibilities.
- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. If the DISTRICT has provided DISTRICT owned equipment, employees agree to follow the DISTRICT's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to DISTRICT owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the DISTRICT.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all DISTRICT and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official DISTRICT documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of DISTRICT employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other DISTRICT employees and the public.
3. Employees shall ensure that all official DISTRICT documents are retained and maintained according to the normal operating procedures in the same manner as if working at a DISTRICT worksite.
4. Employees may receive approval to use personal computer equipment or be provided with DISTRICT issued equipment at the discretion of the General Manager.
5. The DISTRICT shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account, as approved by the General Manager.

7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
8. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the DISTRICT's network and must close or secure all connections to DISTRICT desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the DISTRICT. Employees must maintain adequate firewall and security protection on all such devices used to conduct DISTRICT work from the Alternate Worksite.
9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the DISTRICT's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to DISTRICT work they access from the Alternate Worksite or transport from their DISTRICT worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their DISTRICT worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the DISTRICT at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.
10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The DISTRICT shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

Emergency Telecommuting Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Telecommuting Policy and the Emergency Telecommuting Agreement (“ETA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon General Manager approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that the Crockett Community Services District (“DISTRICT”) may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the DISTRICT approves a new ETA in writing. The DISTRICT may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the DISTRICT expects the Employee to be physically present at the DISTRICT Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite: The location and address of the Alternate Worksite is:

Street	DISTRICT
Zip Code	State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

The days and hours (“Work Schedule”) the DISTRICT permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

The Employee agrees to report work-related injuries to the Employee’s supervisor at the earliest reasonable opportunity. The Employee agrees to hold the DISTRICT harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telecommuting Agreement, and understand and agree to all of its provisions.

Employee’s Name and Title Date

Employee’s Supervisor’s Name and Title Date

General Managers Name Date

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CROCKETT COMMUNITY SERVICES DISTRICT
(Governing Body) (Name of Applicant)

THAT GENERAL MANAGER, OR
(Title of Authorized Agent)

RECREATION MANAGER, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the CROCKETT COMMUNITY SERVICES DISTRICT, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the CROCKETT COMMUNITY SERVICES DISTRICT, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of April, 2020

Michael Kirker, President
(Name and Title of Governing Body Representative)

Emma Sutton, Vice-President
(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Dale McDonald, duly appointed and District Secretary of
(Name) (Title)

CROCKETT COMMUNITY SERVICES DISTRICT, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Crockett Community Services District
(Governing Body) (Name of Applicant)

on the _____ day of April, 20____.

(Signature)

District Secretary
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")