

**MEMORANDUM OF UNDERSTANDING
FIRE SERVICES FOR
GROVELAND COMMUNITY SERVICE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 18th day of December, 2012, by and between the County of Tuolumne, a political subdivision of the State of California, ("County") and the Groveland Community Service District, ("GCSD"), whereby it is agreed as follows:

WITNESSETH

WHEREAS, the parties to this MOU provide fire protection, medical first response and rescue services within their respective territorial jurisdictions; and

WHEREAS, the County contracts with the California Department of Forestry and Fire Protection ("CAL FIRE") through the Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") for the administration and operation of the Tuolumne County Fire Department; and

WHEREAS, GCSD has chosen to transition from administering and operating its fire department using GCSD staff and doing so through an agreement with CAL FIRE; and

WHEREAS, the County is willing to amend its CAL FIRE Agreement to include coverage of GCSD's station and operational area; and

WHEREAS, in so amending the County's CAL FIRE Agreement, GCSD will enjoy economies of scale and cost sharing through the coordinated contract and operation with the County; and

WHEREAS, the County is willing to substantially increase its financial support to GCSD through the amended CAL FIRE Agreement in recognition of the fact that GCSD serves as the de-facto first responder fire agency to calls within County responsibility areas in the southern parts of Tuolumne County. The closest County fire stations to the Highway 120 corridor are Blanchard (Don Pedro) and Jamestown. The closest non-County fire stations to the Highway 120 corridor are Sonora and Columbia. GCSD's relative isolation from other auto-aid partner fire agencies is unique within Tuolumne County. It is also noted that the County does operate a 24-7, Advanced Life Support Ambulance Station based in the community of Groveland that provides excellent coverage for medical calls along the Highway 120 corridor and surrounding areas; and

WHEREAS, in addition to the County's cost sharing through the amended CAL FIRE Agreement, the County intends to continue its support to GCSD's fire department by: a) funding 100% of GCSD's fire dispatch services; b) sharing a portion of the money received from the City/County of San Francisco for providing municipal services to City/County properties in the southern parts of Tuolumne County; c) providing an annual stipend to GCSD to help fund workers' compensation coverage of GCSD fire reserves and volunteers; and d) through a \$1 per year lease of a fire engine for primary use on calls within Tuolumne County. The approximate value of the County's current support to GCSD's fire department and future support as contemplated in this MOU is outlined in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the covenants set forth, the parties agree as follows:

SECTION I: PURPOSE

The purpose of this MOU is to arrange for County, through its CAL FIRE Agreement to provide GCSD with fire protection, fire prevention, rescue and technical rescue response ("Fire Services"). This MOU is entered into pursuant to the authority granted by Government Code sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. County's ability to perform under this MOU is subject to the terms and conditions of the CAL FIRE Agreement. Fire Services extended to GCSD through this MOU are also subject to the terms and conditions of the CAL FIRE Agreement. In the event of conflict between the terms of this MOU and the CAL FIRE Agreement, the terms of the CAL FIRE Agreement shall control.

SECTION II: DESIGNATION OF FIRE CHIEF

A. CAL FIRE's Tuolumne/Calaveras Unit Chief, or his designee, ("Chief") shall represent County and GCSD during the term of this MOU. The Chief shall have oversight responsibility of the organization described in Exhibit B, attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the County and GCSD, except upon those lands for which the County and/or other public agencies have responsibility as First Responders for the same or similar Fire Services.

B. GCSD acknowledges and agrees that CAL FIRE and County have flexibility and discretion in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR FIRE SERVICES

A. GCSD shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit B. Exhibit B may be amended in writing by mutual agreement by both parties.

1. Any changes to the salaries or expenses set forth in Exhibit B made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses ("Mandated Increases"), shall be paid from the funds represented as set forth in Exhibit B. In the event Mandated Increases cause the cost of Fire Services to exceed the amount set forth in Exhibit B, GCSD shall pay the excess unless CAL FIRE agrees to a reduced level of service. Such increase shall be accomplished by an amendment to Exhibit B and approved in writing by the parties hereto.
2. In the event GCSD requests an increase in Fire Services, an amendment to Exhibit B may be approved in writing by the parties hereto.

B. County provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event GCSD desires a reduction in CAL FIRE or County employees or services assigned to GCSD as provided for in Exhibits A and/or B and paragraph A(1) of this Section is not applicable, GCSD shall provide one hundred and twenty (120) days' written notice of the requested reduction. Proper notification shall include the following: 1) the total amount of reduction; 2) the effective date of the

reduction; and 3) the number of employees, by classification, affected by the proposed reduction. If such notice is not provided, GCSD shall reimburse County for relocation costs incurred by County because of the reduction, in addition to any other remedies available resulting from the reduction in Fire Services.

C. GCSD shall pay County actual costs for Fire Services pursuant to this MOU in an amount not to exceed that set forth in Exhibit B, as amended. County shall make a claim to GCSD for the actual cost of contracted Fire Services, pursuant to Exhibit B, on a quarterly basis. GCSD shall pay each claim within thirty (30) days after receipt thereof.

D. The County Administrator is authorized to negotiate and execute any amendments to Exhibits A and B of this MOU on behalf of County as authorized by the Board of Supervisors. The GCSD General Manager is authorized to negotiate and execute amendments to Exhibits A and B on behalf of GCSD as authorized by the GCSD Board.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this MOU shall be from December 18, 2012 through June 30, 2014.

B. One (1) year prior to the date of expiration of this MOU, GCSD shall give County written notice of whether GCSD intends to enter into a new MOU with County for Fire Services and, if so, whether GCSD intends to change the level of Fire Services from that provided by this MOU.

C. If GCSD fails to provide such notice, as defined in paragraph B above, County shall have the option to extend this MOU for a period of up to one (1) year from the original termination date and to continue providing Fire Services at the same or reduced level as County determines would be appropriate during the extended period of this MOU. Six (6) months prior to the date of expiration of this MOU, County shall give written notice to GCSD of any extension of this MOU and any changes in the level of Fire Services County will provide during the extended period of this MOU. Fire Services provided at the same or reduced level and obligations incurred by County during an extended period shall be accepted by GCSD as services and obligations under the terms of this MOU.

D. The cost of Fire Services provided by County during the extended period shall include any Mandated Increases for the fiscal year in which the extended period falls. Such increase, if any, shall be accomplished by an amendment to Exhibit B and approved in writing by the parties hereto.

SECTION V: TERMINATION

Either party to this MOU may terminate same by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by County, except any notice issued because of actions of CAL FIRE or GCSD, County agrees to continue to provide Fire Services to GCSD under the terms of this MOU until such time as GCSD has a reasonable opportunity to implement alternative Fire Services.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this MOU shall be performed by both parties to this MOU working as one unit; therefore, personnel and equipment belonging to either GCSD or County may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: PROPERTY ACCOUNTING

All personal property provided by GCSD and by County for the purpose of providing Fire Services under the terms of this MOU shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care and use of the respective property of each.

SECTION VIII: FACILITY

GCSD shall provide a fire station at 18930 Highway 120, Groveland, CA, strategically located to provide standard response time within Groveland from which fire operations shall be conducted. GCSD shall maintain the facilities at its sole cost and expense.

SECTION IX: INDEMNIFICATION AND HOLD HARMLESS

GCSD shall indemnify and hold County, its elected and appointed officials, officers, employees, agents and volunteers free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of GCSD, its elected and appointed officials, officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this MOU to the extent that such liability is imposed on County by the provisions of California Government Code section 895.2 or other applicable law, and GCSD shall defend at its expense, including attorney's fees, County, its elected and appointed officials, officers, employees, agents and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions.

County shall indemnify and hold GCSD, its elected and appointed officials, officers, employees, agents and volunteers free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this MOU to the extent that such liability is imposed on GCSD by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney's fees, GCSD, its elected and appointed officials, officers, employees, agents and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION X: AUDIT

County and GCSD agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU. County and GCSD agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the designated

representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XI: DISPUTES

Disputes that may arise in the conduct of this MOU shall be presented to and resolved between the GCSD General Manager and County Administrator with input from the Chief, as appropriate. Parties agree to work to resolve such disputes in a timely manner.

Disputes that are unable to be resolved by GCSD and County representatives will be submitted to mediation. If mediation is unsuccessful, venue for litigation will be the County of Tuolumne.

SECTION XII: ATTORNEY'S FEES

If GCSD fails to remit payments for Fire Services rendered pursuant to any provision of this MOU, County may seek recovery of fees through mediation and/or litigation, in addition to all other remedies available.

In the event of mediation or litigation between County and GCSD to enforce any of the provisions of this MOU or any right of either party hereto, the unsuccessful party to such action agrees to pay the prevailing party's costs and expenses, including reasonable attorney's fees, all of which shall be included in and as a part of the judgment rendered in such mediation and litigation.

SECTION XIII: DELIVERY OF NOTICES

Any notices to be served pursuant to this MOU shall be considered delivered when deposited in the United States mail and addressed to:

County of Tuolumne

County Administrator
2 South Green Street
Sonora, CA. 95370

GCSD

General Manager
P.O. Box 350
Groveland, CA. 95321-0350

Provisions of this Section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XIV: ENTIRE MOU

This MOU contains the whole agreement between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this MOU on the date first stated above, at Sonora, Tuolumne County, California.

County of Tuolumne

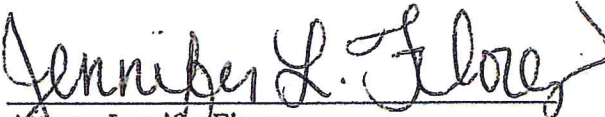
Groveland Community Services District

Richard H. Pland, Chairman



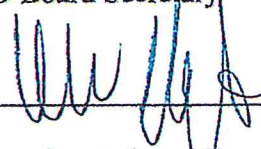
Gary J. Mello, General Manager

Attest: Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors



Attest: Jennifer Flores
GCSD Board Secretary

Approved as to Legal Form
Carlyn Drivdahl, Deputy County Counsel



Approved as to Legal Form
David McMurchie, District Counsel

Value of County Support to Groveland Fire

County Provided Resources	Current County Contribution	Annual Cash Value	Future Contribution Via MOU	Annual Cash Value
Dispatch Services	Provided Via County CF Agr.	\$15,122	Provided Via County CF Agr.	\$15,122
Hatch Hatchy Stipend	Helps cover response costs	\$4,761	Helps cover response costs	\$4,761
Worker's Comp. Stipend	Helps cover WC costs	\$3,000	Helps cover WC costs	\$3,000
Type III Engine	Provided for Area Response	\$14,000 *	Provided for area response	\$14,000 *
Administration		\$0	Share Asst. Co. Fire Warden	\$74,600(30%)
Training Officer		\$0	Share Training Officer	\$14,608(10%)
Share Co. Fire Prevention Staff		\$0	Share Co. Fire Prevention Staff	\$11,637(10%)
		\$36,883		\$137,728
*Annual amortized value				
County Fire Coverage	Primary Resp. In County Areas <i>Reality: GCSD responds first</i>		County Fire Coverage	Primary Resp. In County Areas <i>Reality: GCSD responds first</i>
County Fire Property Tax Collected In South County	\$51,315			

Value of Groveland Fire Support to County

GCSD/Groveland Fire has an annual budget of approximately \$900,000. GCSD/GFD responds to an average of 130 Mutual-Aid Out-of-District calls per year on behalf of the Tuolumne County Fire Department. Therefore, each Out-Of-District call that GCSD/GFD responds to on behalf of the Tuolumne County Fire Department costs GCSD/GFD approximately \$1,500 per call.

EXHIBIT D, SCHEDULE A
FISCAL DISPLAY
PRC 4142

Contractor: Tuolumne County
Contract No: 4CA01458
A-1
Page No: 7

NAME OF LOCAL AGENCY: Groveland
Index 4400 PCA 48202

This is Schedule A of Cooperative Agreement originally dated July 1, 2012, by and between the

Original Amendment for Fiscal Year 2012 / 13

PERSONNEL SERVICES

FIRE CONTROL & EMERGENCY SERVICES

	No.	Class	Months	Pay Periods	Salary Rate	Total Salary	Benefits @	
							62.79%	Total
Groveland	1.0	FC	12	12	\$4,609	\$55,308	\$34,728	\$90,036
Groveland	4.0	FAE	12	12	\$4,003	\$192,144	\$120,647	\$312,791

Educational Incentive

	No.	Class	Months	Pay Periods	Salary Rate	Total Salary	Benefits @	
							62.79%	Total
Groveland	1.0	FC	12	12	\$75	\$900	\$565	\$1,465
Groveland	4.0	FAE	12	12	\$75	\$3,600	\$2,260	\$5,860

EDWC OVERTIME

	No.	Class	Months	Work Periods	POT Rate	Total POT	Benefits @	
							29.15%	Total
Groveland	1.0	FC	12	12	\$2,550	\$30,600	\$8,920	\$39,520
Groveland	4.0	FAE	12	12	\$2,220	\$106,560	\$31,062	\$137,622

	No.	Class	Months	Work Periods	POT Rate	Total POT	Benefits @	
							1.45%	Total
Unplanned Overtime		Varies	12	12	Varies	\$50,000	\$725	\$50,725

Total Personal Services \$638,020

OPERATING EXPENSE

PERSONAL CARE

Uniform Allowance	No.	Class	Months	Rate	Total Uniforms	Benefits @	
						28.87%	Total
Groveland	1.0	FC	12	\$70	\$840	\$243	\$1,083
Groveland	4.0	FAE	12	\$70	\$3,360	\$970	\$4,330

Sub-total Personal Care \$5,413

Total Operating Expenses \$5,413

Total PS and OE&E \$643,432

Administrative Charge 11.51% \$74,059

Total Cost for Fiscal Year 2012/13 \$717,491

No. _____

By _____
Clerk of the Board of Supervisors



RESOLUTION
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

- WHEREAS, Tuolumne County has had a long standing relationship with CAL FIRE to provide fire protection in our community; and
- WHEREAS, this relationship has been mutually beneficial and has provided a great service to the residents and tourist to our community; and
- WHEREAS, Groveland Community Service District (GCSD) has expressed interest in contracting with CAL FIRE to assist in operating their fire department; and
- WHEREAS, the County contracts with CAL FIRE for the administration of the Tuolumne County Fire Department; and
- WHEREAS, the County as agreed to an amendment to their contract with CAL FIRE to include fire services to GCSD; and
- WHEREAS, the current Schedule A Agreement with CAL FIRE will expire June 30, 2014; and
- WHEREAS, the County and CAL FIRE desire to continue this relationship; and
- WHEREAS, CAL FIRE agrees to provide this increase level of fire service for the remainder of the term of this agreement.

NOW, THEREFORE, BE IT RESOLVED the Tuolumne County Board of Supervisors hereby approves a Schedule A Agreement Amendment with CAL FIRE in the amount, not to exceed, \$1,493,546.00, increasing the amount of the agreement to \$8,621,952.00 and authorizes the Chairman of the Board to sign all related documents.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON _____, 2012

AYES: 1st Dist. _____	NOES: _____	Dist. _____
2nd Dist. _____	_____	Dist. _____
3rd Dist. _____	ABSENT: _____	Dist. _____
4th Dist. _____	_____	Dist. _____
5th Dist. _____	ABSTAIN: _____	Dist. _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: _____

No. _____

Clerk of the Board of Supervisors

AMENDMENT #1 TO
MEMORANDUM OF UNDERSTANDING
FOR FIRE SERVICES
FOR GROVELAND COMMUNITY SERVICES DISTRICT

This Amendment #1 (Amendment #1) is entered into this 3 day of June, 2014 by and between the County of Tuolumne ("County") and Groveland Community Services District ("GCSD").

WHEREAS, on December 18, 2012, the County and GCSD entered into a Memorandum of Understanding for Fire Services for Groveland Community Service District ("MOU") to include GCSD as a part of the County's CAL FIRE Agreement for fire protection services; and

WHEREAS, Public Resources Code sections 4142 and 4144 allow contracting of the State fire resources to the County for the provision of year-round fire protection; and

WHEREAS, the current Fire Protection Agreement 4CA01458 with CAL FIRE will expire June 30, 2014; and




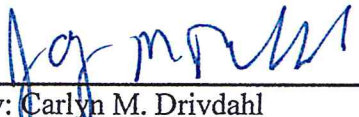
WHEREAS, the County and GCSD are mutually interested in continuing to contract with CAL FIRE for fire protection services; and

NOW THEREFORE, THE COUNTY AND GCSD AGREE as follows:

1. The County will enter into an agreement for the fiscal years 2014/15 through 2016/17 for fire protection services, including services to GCSD, with the State of California, acting through CAL FIRE.
2. For fiscal years 2014/15 through 2016/17, references in the MOU to Exhibit B shall be revised to Exhibit B-1, attached hereto and incorporated herein by reference.
3. Section IV(A) of the MOU is revised to state as follows:
 - A. The term of this MOU shall be from December 18, 2012 through June 30, 2017.
4. Section III(C) of the MOU is revised to state as follows:
 - C. CAL FIRE shall directly bill GCSD for fire protection services rendered under this MOU and GCSD will pay CAL FIRE directly for said services.

5. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE 	Groveland Community Services District 
By: Evan Royce, Chair Board of Supervisors	By: Jon Sterling General Manager
ATTEST: 	
By: Alicia Jamar Chief Deputy Clerk of the Board	
APPROVED AS TO LEGAL FORM: 	
By: Carlyn M. Drivdahl Deputy County Counsel	

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JAMAR
Clerk of the Board
By: 

**EXHIBIT D, SCHEDULE A
FISCAL DISPLAY
PRC 4142**

NAME OF LOCAL AGENCY: Groveland Community Services District

Index 4400 PCA 48202

This is Schedule A of Cooperative Agreement originally dated July 1, 2014, by and between the the Department of Forestry and Fire Protection and Tuolumne County.
Fiscal Year 2014/2015

PERSONNEL SERVICES

FIRE CONTROL & EMERGENCY SERVICES

Salary	No.	Class	Months	Pay Periods	Salary Rate	Total Salary	Benefits 70.09%	Total
	1.0	FC	12	12	\$4,609	\$55,308	\$38,765	\$94,073
	4.0	FAE	12	12	\$4,003	\$192,144	\$134,674	\$326,818

Educational Incentive

No.	Class	Months	Pay Periods	Salary Rate	Total Salary	Benefits 70.09%	Total
1.0	FC	12	12	\$75	\$900	\$631	\$1,531
4.0	FAE	12	12	\$75	\$3,600	\$2,523	\$6,123

EDWC OVERTIME

No.	Class	Months	Work Periods	POT Rate	Total POT	Benefits 33.32%	Total
1.0	FC	12	12	\$2,550	\$30,600	\$10,196	\$40,796
4.0	FAE	12	12	\$2,220	\$106,560	\$35,506	\$142,066

Unplanned Overtime

No.	Class	Months	Work Periods	POT Rate	Total POT	Benefits 1.45%	Total
	Varies	12	12	Varies	\$50,000	\$725	\$50,725

Total Personal Services \$662,132

OPERATING EXPENSE

PERSONAL CARE

Uniform Allowance	No.	Months	Rate	Total Uniforms	Benefits 32.70%	Total
	1.0	FC	\$69.17	\$830	\$271	\$1,101
	4.0	FAE	\$69.17	\$3,320	\$1,086	\$4,406

Sub-total Personal Care \$5,507

Total Operating Expenses \$5,507

Total PS and OE&E \$667,639

Statewide Pro Rata 4.99% \$33,315

CAL FIRE Indirect 6.98% \$46,601

Total Cost for Fiscal Year 2014/2015 \$747,555

Total Cost for Fiscal Year 2015/2016 \$752,555

Total Cost for Fiscal Year 2016/2017 \$757,555

Total Cost for PRC 4144 \$2,257,665