



**AGENDA**  
September 10, 2019  
10:00 a.m.

**Call to Order**

**Pledge of Allegiance**

**Roll Call of Board Members**

Janice Kwiatkowski, President

Nancy Mora, Vice President

John Armstrong, Director

Spencer Edwards, Director

Robert Swan, Director

**1. Approve Order of Agenda**

**2. Public Comment**

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

**3. Information Items**

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

**A. Staff Reports**

i. Fire Department Report

ii. General Manager's Report

iii. Operations Manager's Report

iv. Administrative Services Manager's Report

**B. Community Relations Consultant's Report**

**C. Park Advisory Committee Report**

**4. Consent Calendar**

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

**A. Approve Minutes from the August 13, 2019 Regular Meeting**

**B. Accept August Payables**

**C. Waive Reading of Ordinances and Resolutions Except by Title**

**5. Old Business**

(Items tabled or carried forward from a previous meeting to be considered on this agenda)

**A. None**

## 6. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of Resolution 37-19 Accepting the CAL FIRE Volunteer Fire Assistance (VFA) Grant in the Amount of \$3,300
  - B. Review and consensus on a First Draft Park Improvement Project List and Project Selection Criteria as Established by the GRACE Committee
  - C. Accept Financing Quote from the Special District Finance Authority for the 2019 Wastewater Treatment Plant Improvements, including Replacement Headworks and Related Work, and Direct the General Manager to Submit Loan Application Materials
  - D. Adoption of Resolution 38-19 A Resolution Amending the District Banner Policy to Allow for the Waiver of Certain Associated District Fees for Organizations that Provide a Significant Alternate Contribution to District Services, Facilities or Revenues
  - E. Adoption of Resolution 39-19, A Resolution of the Board of Directors of the Groveland Community Services District Authorizing Agreement With Umpqua Bank to Participate in the CSDA District Purchasing Card Program
  - F. Approve Holding Movies in the Park, Purchase of Equipment, and Sponsorship Policy
  - G. Authorize Staff to Reclassify Uncollectible Billings Receivable in the Amount of \$622.02 to Bad Debt Expense
  - H. Consider Establishment of a Second Board Meeting, to be Held on a Quarterly Basis, to Increase Meeting Efficiency and Public Transparency for Reports, Presentations, Workshops, Management Objective Reports and Updates, and Planning Activities
7. **Closed Session** (Public may comment on closed session item prior to Board convening into closed session)
- A. Public Employee Performance Evaluation  
Pursuant to Govt. Code Sec. 54957  
Title: General Manager

## 8. Announcement of Reportable Action taken in Closed Session

## 9. Adjournment

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT [WWW.GCSD.ORG](http://WWW.GCSD.ORG) OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

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*Any person who has any questions concerning this agenda may contact the District Secretary.* In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)

# **Groveland Community Services District Fire Department / CALFIRE**

18966 Ferretti Road Groveland, CA 95321

Staff Report  
September 10, 2019

To: Board of Directors

From: Andy Murphy, Assistant Chief  
By: Jude R. Acosta, Battalion Chief

Subject: Monthly Activity Report – August 5, 2019 to September 1, 2019

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## **Operations:**

### **Emergency Incident Response:**

On August 12, 2019, Groveland Fire and CAL FIRE Units responded to a reported vegetation fire at the Yosemite Pines RV Park. Upon arriving at scene, there was a large woody debris pile burning with extension into the wildland. Fire crews aggressively attacked the fire containing it 10' x 20'. The cause of the fire was determined to be improperly discarded campfire ashes.

On August 17, 2019, Groveland Fire and CAL FIRE Units responded to a reported smoke check in the area of the Graham Ranch and Clements Road. Upon arrival, there was a two-acre smoldering vegetation fire at 14010 Clements Road. Additional resources were requested and fire crews kept the fire at the initial acreage. The property owners were not home at the time but observant neighbors smelled the smoke and reported it. The cause of the fire is under investigation.

On September 1, 2019, CAL FIRE and Groveland Fire responded to a reported vehicle fire at Miners Mart. Upon arrival, there was a fully involved Dodge Durango in the adjoining parking lot. Fire crews immediately contained the fire preventing any extension in the wildland. The cause of the fire was determined to be mechanical.



Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 788	1984 GMC Wildcat	In Service
Utility 786	2008 Chevrolet 2500	In Service

Training:

In addition to our monthly Emergency Medical Technician (EMT) curriculum and engine company performance standards, Battalion personnel received the following specialized training:

- Rural Water Supply
- Building Construction
- Incident Command
- Fire Extinguishers
- Heat Related Injuries
- Low Angle Rope Rescue



**MONTH - AUGUST 2019**



Alarm Sounding	2
Odor Investigation	0
Debris Fire	0
Medical Aid	33
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	10
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	2
Vehicle Accident	11
Vehicle Accident/Pin-In	0
Vehicle Fire	1
<b>TOTAL</b>	<b>59</b>

(49 calls in GCSD district, 10 calls in Tuolumne County)

Auto Aid	Given
Tuolumne County	10

**Last Call Logged Run # TCU 10550**

**TO:** GCSB Board of Directors

**FROM:** Peter J. Kampa, General Manager

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 3Aii: General Manager's Report

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The purpose of this brief list is to update the Board on management activities that will be addressed in more detail in the quarterly Board workshops, if approved at this meeting. The Board may also request that management elaborate at this meeting on any item listed, and may also add topics requested to be addressed at the workshops. Staff has performed significant amounts of work this month on each of the initiatives listed.

1. Integrated Water and Sewer Master Plan Scope of Work, Progress, Schedule, and Potential Appointment of a Review Committee
2. Fire Master Plan Development Update, Coordination with County and Status of New Development Projects
3. Fire Funding Measure Request for Proposals (RFP) – Consultant contract likely to be awarded at a special meeting later in September
4. Final Sewer Odor Evaluation Report and Recommendations for Long Term Control
5. Airport Estates Request for Consideration of Annexation and Water Service
6. Tuolumne City CSD Formation Meeting attended in August 2019 by President Janice Kwiatkowski and GM Kampa – no further action or assistance needed at this time
7. IRWMP Project Proposal and Presentation in Sacramento September 5, 2019 – Comments to be received on the application from DWR by the end of September, revised application due back to DWR by mid October 2019.
8. Status Update on Funding Applications with the State Water Resources Control Board for the Downtown Groveland/BOF Water and Sewer Improvements
9. Report on CSDA Board Meeting of September 6, 2019
10. Update on Special District Representation on LAFCO, and LAFCO overview presentation
11. Report on final revised position classifications for administration, operations and maintenance



# Operations Report

Month of Review: August 2019

### Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Rachel Pearlman, Administrative Services Technician II
- C&D Staff
- Maintenance Staff

### Wastewater Treatment Plant Flows

#### Influent Totals From Plant: August 2019

<b>Total</b>	4.05MG
<b>High</b>	.18MG
<b>Low</b>	.086MG
<b>Average</b>	.13MG

#### Effluent Totals From Plant: August 2019

<b>Total</b>	4.41MG
<b>High</b>	.20MG
<b>Low</b>	.093MG
<b>Average</b>	.14MG

#### Rainfall Totals at the Sewer Treatment Plant Month of August

Year	Total Rainfall-inches
2019	0.00 - (0.00 High)
2018	0.00 - (0.00 High)
2017	0.00 - (0.00 High)
2016	0.00 - (0.00 High)
2015	0.00 - (0.00 High)
<b>Current Season Total</b>	<b>56.46</b>

#### Wasting Totals

<b>Total Inches</b>	<b>172</b>
<b>Total Pounds</b>	<b>9715</b>

#### Reclamation Totals

<b>PML</b>	8.2 MG
<b>Spray Fields</b>	0
<b>PML Season Total</b>	19.549MG
<b>Spray Fields Total</b>	.549MG

**Active Sewer Accounts: 1548**

## Activities at the Wastewater Treatment Plant

- Took weekly Bac Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Aqua Lab for testing
- Completed monthly Wastewater Report and sent to the State
- Pulled broken Diffuser on the E-Basin, replaced with new
- Adjusted all diffuser air valves to the full open position
- Cleaned up brush on Res. #2 Valves
- Annual Dam inspection
  - Tested all valves with inspector, everything tested fine and inspection went well with only a few minor things to address. (grass on Dam Face, rodents control)
- Mowed field 5 road so tree crews can access for Jones Hill Fuel break

## Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
- Chemical flushed gravity sewer lines throughout the District
- Hydro flushed multiple gravity lines throughout the District
- Completed odor and grease control at Lift Station 6 & 7 and other stations as needed
- Manhole inspection for Groveland, LS 9 and LS 10 gravity lines. Total of 154 manholes were opened and inspected for the month.
- Assisted Aqua Sierra on Ls 10 cabinets repairs
- Cleaned LS 9, 10, 11 and 12
  - Wet wells, mechanical wells, Pressure Transducers and Floats.
- Replaced fans for Lift Station 8 MCC Cabinet
- Installed new batteries for the UPS at Lift Station 7

## Treated Water Department

- Submitted monthly Water Treatment Report and Conservation Report
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly plant samples and sent into Aqua Lab
- Took Aqua Sierra Controls to all WTP to diagnose remote access possibilities
- Cleaned out the VFD and MCC Cabinet at BCTP
- Cleaned UV sensor wells at 2G for reactor 1 and 2. Sent in reactor 1 to be rebuilt.
- Installed new cooling system for BCTP turbine VFD



## Distribution Department

- Took distribution samples and sent into Aqua Lab
- Monitored Distribution Tank weekly( dosed Tank 2 & 5)
- Read all District Water Meters
- Normal day to day: Trouble calls (low press/high press, no water, shut off for repairs etc.)
- Completed weekly checks on Tank 4(Building, Pneumatic Tank, Pumps and MCC Cabinet) and Highlands Pump stations (Building, pumps and MCC Cabinet)
- Water break on PMD in front of Unit 3 Lot 113. Service line
- Water break on PMD in front of unit 4 lot 279. Service manifold



- Flushed water in the Tank 5 service area
- Diagnosed water system pressure problem for unit 12. Staff found pneumatic tank air to water ration was the problem.
- Moved Auto Flusher on Merrell Rd and replenished De-Chlor tabs
- Replaced a Sand Separator in unit 13
- Tested Yosemite Pines RV Park backflow device
- Dug up Foot Street for possible water break and found a Poly pipe that was not the District. The pipe ran to the creek upstream.

Meter Related Services	Total
Check/repair meter	0
Install water meter	3
Monthly lock offs	15
Meter change outs	0
Read tenant out	3
Re-Read	26
Turn off meter	2
Turn on meter	19
Test meter	0
<b>Total Distribution Issues</b>	<b>68</b>

Active Water Accounts:3246

Billed Consumption	Gallons
Residential	11446618
Commercial	1107539

## Construction and Maintenance

Description	Water	Sewer
Main line leaks	0	0
Main line break	0	0
Service leaks	2	0
Service breaks	0	0
Fire Hydrant replaced/repared	0	0
<b>Totals Per Service</b>	<b>2</b>	<b>0</b>

### Maintenance

- General yard maintenance around the District maint. Yard (mow, weed eat, debris removal, limb trees ETC)
- Made dump run to Groveland Transfer Station

- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Complete general ground maintenance at the Park (mow, weed eat, debris removal, limb trees ETC)
- Removed chain and installed and painted new gate for Tank 3
- Ran scanner on utility 786 to check engine codes, code came back as failed regen- reset operating fine
- Replaced Truck 7 serpentine belt, belt tensioner and charged AC
- Met with Gatewood heating and Air for the installation of an exhaust hood on the UV building at BCWTP. Their recommendation to us was to move the fan to other side of building, less of a cost and better for the equipment.
- Ran standby generators at all Lift stations for 24Hrs test run for possible PSPS
- Picked up Engine 781 from Burrton Fire in Modesto
- Cleaned out Park Concession Stand
- Worked on new plumbing for the Laundry Room, water lines and drain lines and had JS West run new Propane line
- Added cutback to past water break patch on PMD Unit 3 lot 113
- Worked with Industrial electric on Tank 4, Ls 9 and highlands generator problems
- Cleaned around hydrants in Groveland, Unit 1, 2, 3 and 4 (weed eat, trim bushes, remove debris)
- Cleaned around Lift Stations (weed eat, blow off, trim trees)
- Removed and installed new fuel lines and cleaned fuel check valve for Tank 4 stand by generator
- Wired in new plug for the new SCBA filling station and bolted down air tank
- Cleaned out and flushed drains at 2G
- Serviced BCTP stand by generator
- Took Truck 18 rotors off and had them turned then reinstalled

### Park Projects

- Prepped and painted the lower park Amphitheater. Waiting for eve repair to be finished.





### After Hour Calls

- Staff had 13 after hour calls: 10 water and 3 sewer, all resolved

## Workplace Safety and Training

### Weekly Safety Meetings and Training

- Jacob W took his CWEA Grade I Collection Maintenance Exam (**PASSED**)!
- CPO Greg Dunn held math classes for staff taking upcoming exams
- 8-6-2019 SDRMA Discussion Back Safety with Test
- 8-13-2019 SDRMA Discussion Workplace Violence with Test
- 8-21-2019 SDRMA Discussion Housekeeping Safety with Test
- 8-28-2019 SDRMA Discussion Evacuation with Test



## **BOARD MEETING AGENDA SUBMITTAL**

**TO: GCSO Board of Directors**

**FROM: Park Advisory Committee**

**DATE: September 10, 2019**

**SUBJECT: Agenda Item 3C. Park Advisory Committee Report**

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The below is a report from the Park Advisory Committee summarizing topics discussed from the most recent meeting held. The items below will be discussed further in Agenda under Items 6A and 6F.

### **Report**

The Park Advisory Committee met on August 27<sup>th</sup> and General Manager Pete Kampa began with an overview of the District utilizing the GIS system which led to a group conversation about the current use and ownership of the district property that could be used for trails or other recreational amenities. It was determined that once the committee has applied for and been granted the funds, there will be a need for an engineering team to come on board to assist if the GCSO moves forward with the construction of recreational trails.

There was a lengthy group discussion addressing the desires of the community that have been collected through outreach efforts thus far. This collection of data indicates the following as the favored new park facilities desired within the District: (not necessarily in order of most interest)

#### **FAVORED FACILITIES – For competitive grant programs**

1. Recreational Trails including Class I paved along RR grade from PML/Resilience Center to the western boundary of the park, future phases to extend to BOF
2. Bike Park
3. RV Park
4. Event Facilities including covered picnic areas with BBQ
5. Skate Park Renovation or Removal and Replacement with another amenity
6. Fixed cover in front of amphitheater/stage
7. Infrastructure to facilitate movies and concerts including electrical, sound wiring and concession stand improvements
8. Spray park
9. Disc Golf course
10. Bocce Courts
11. Outdoor exercise equipment
12. Leon Rose Baseball Field renovations
13. Access road and Parking in lower park by event facilities

14. Benches, tables and BBQs or/and event facilities adjacent to skate park or bike park
15. Paths or sidewalks linking facilities in lower park (accessibility)

The GRACE Committee believes it still needs to gather input directly from several key groups within the District. The committee believes this will allow for a thorough compilation of desires from each segment of the community when added to the information previously collected. The groups to be addressed are as follows:

#### KEY COMMUNITY GROUPS

1. 6th through 12th grade students
2. Yosemite Highway 120 Chamber of Commerce
3. Groveland Rotarians
4. ROOFB's Women's Group
5. Southside Senior Center
6. Pine Mountain Lake Property Owners

The committee discussed reaching out to each of these groups to inquire about coordinating a presentation by the GRACE representative. This representative giving the presentations is yet to be decided. The groups will be informed about the process and have the Favored Facilities List detailed with graphics. The groups will be encouraged to look at the following Board approved criteria before making their decision on what their personal first choice would be:

#### FACILITY CRITERIA (to be proposed for Board adoption at September meeting)

1. Self-sustaining or revenue producing
2. Revenue producing potential to provide a positive economic impact to the community
3. Increases functionality, usability and/or public safety within the current park property
4. Provides for connection of the various communities
5. Support of health, safety and overall wellness of the community

Once the Board is informed and input received regarding the GRACE Committee moving forward, the group will then put together the presentation and manage scheduling and facilitation of this outreach effort.

The committee also discussed the separation of the Movies in the Park from the GRACE events and bringing the implementation of the movie community events to the September Board meeting.

Rachel and Renee presented a well-defined overview of the Movies in the Park - Summer Series program incorporating the SWANK model for these events. The committee agreed to hold its last S'mores about GRACE as planned on 9/19/19 without having the movie.

The committee will be scheduling the next meeting after the next Board meeting.

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
GROVELAND COMMUNITY SERVICES DISTRICT  
GROVELAND, CALIFORNIA  
AUGUST 13, 2019  
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors Janice Kwiatkowski, President, Nancy Mora, Vice President, Spencer Edwards, John Armstrong and Robert Swan being present. Also present was Administrative Services Manager Jennifer Flores, Operations Manager Luis Melchor, and General Manager Pete Kampa.

**Call to Order**

Director Kwiatkowski called the meeting to order at 10:00am.

**Approve Order of Agenda**

Motion

*Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously to approve the order of the agenda.*

**Presentation of the Transparency Certificate of Excellence to Groveland CSD by the California Special District Association**

**Public Comment**

A member of the public thanked staff for the gardening at the District office.

A member of the public suggested to the Board to consider reinstating the Budget Finance Committee.

**Information Items**

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

**A. Staff Reports**

- i. Fire Department Report
- ii. General Manager's Report
  - 1. Presentation of Status of Implementation of the District's GIS Website
- iii. Operations Manager's Report
  - 1. Presentation of a Sewer Odor Evaluation
- iv. Administrative Services Manager's Report
  - 1. 4<sup>th</sup> Quarter Financial Statement
- v. Director's Reports
- vi. Park Improvement Advisory Committee

**Consent Calendar**

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- A. Approve Minutes from the July 9, 2019 Regular Meeting
- B. Approve Minutes from July 25, 2019 Special Meeting

- C. Approval of Attendance of Two (2) Directors at the California Special Districts Association (CSDA) Annual Conference and Exhibitor Showcase September 25-28, 2019
- D. Approval for Board President to attend as a District approved event a Community Services District Formation Meeting in Tuolumne City
- E. Accept July Payables
- F. Waive Reading of Ordinances and Resolutions Except by Title

Motion

*Director Armstrong moved, seconded by Director Swan and the motion passed unanimously to approve the consent calendar.*

**Old Business**

(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action)

- A. None.

**Closed Session** (Public may comment on closed session item prior to Board convening into closed session)

- A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6  
Agency Designated Representatives: General Manager and Administrative Services Manager  
**Employee Organization: Operating Engineers, Local 3**

- B. Announcement of Reportable Action taken in Closed Session

Motion

*Director Swan moved, seconded by Director Armstrong and the motion passed unanimously to remove the above referenced closed session from the agenda as it was no longer needed.*

**Discussion and Action Items**

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Approving and Establishing a Resident Firefighter and Fire Safety Inspection Program and to Amend the District Organizational Chart to add Resident Firefighters and Inspectors

Motion

*Director Swan moved, seconded by Director Armstrong and the motion passed unanimously to adopt Resolution 31-19 Approving and Establishing a Resident Firefighter and Fire Safety Inspection Program and to amend the District Organizational Chart to add Resident Firefighters and Inspectors.*

- B. Consideration of Fire Department Funding Options and the Associated Processes and Schedules, Including Assessments, Special Taxes and Fees

Motion

*Director Armstrong moved, seconded by Director Swan and the motion passed to direct staff to secure a proposal(s) from qualified consultants for the development of the desired fire revenue measure(s) and supporting processes and schedules, to be considered by the Board at a future meeting.*

*Ayes: Directors Kwiatkowski, Swan, Mora and Armstrong*



Absent: Director Edwards

Director Edwards left the meeting at 12:57pm.

Director Edwards returned to the meeting at 1:02pm.

- C. Adoption of a Resolution Approving the Memorandum of Understanding (MOU) Between the District and Operating Engineer's Local No. 3 Effective July 1, 2019 thru June 30, 2024 and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees

Motion

*Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously to adopt Resolution 32-19 Approving the Memorandum of Understanding (MOU) Between the District and Operating Engineer's Local No. 3 Effective July 1, 2019 thru June 30, 2024 and Recognizing that the MOU Terms and Conditions Apply to Non-Represented Employees.*

- D. Adoption of a Resolution Approving an Alternative Work Schedule Policy, Which Allows for Implementation of 9-80 and 4-10 Work Schedules

Motion

*Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously to adopt Resolution 33-19 Approving an Alternative Work Schedule Policy, Which Allows for Implementation of 9-80 and 4-10 Work Schedules.*

- E. Adoption of a Resolution Establishing Board Member Remuneration, in Accordance with Director's Policy 10.3, for Attendance at Board Meetings, Training, and Other Approved Events

Motion

*Director Swan moved, seconded by Director Armstrong and the motion passed to adopt Resolution 34-19 Establishing Board Member Remuneration, in Accordance with Director's Policy 10.3, for Attendance at Board Meetings, Training, and Other Approved Events.*

*Ayes: Directors Kwiatkowski, Edwards, Swan, and Armstrong.*

*Noes: Director Mora*

- F. Adoption of a Resolution Allowing the General Manager to Enter into Payment Arrangement Agreements with Customers

Motion

*Director Armstrong moved, seconded by Director Swan and the motion passed unanimously to adopt Resolution 35-19 Allowing the General Manager to Enter into Payment Arrangement Agreements with Customers and Directed staff to modify the Resolution to include that the General Manager shall report payment arrangements entered into to the Board.*

- G. Authorization for the District to Join the Coalition for Fire Protection and Accountability In today's Budget Workshop, and schedule the Budget Public Hearing to be held on June 19, 2019.

Motion

Director Armstrong moved, seconded by Director Edwards and the motion passed unanimously to Authorize for the District to Join the Coalition for Fire Protection and Accountability.

H. Adoption of a Resolution Supporting Special District Representation on the Tuolumne County LAFCO

Motion

Director Edwards moved, seconded by Director Armstrong and the motion passed to adopt Resolution 36-19 Supporting Special District Representation on the Tuolumne County LAFCO and to appoint Director Kwiatkowski as the District's initial candidate for potential appointment to the Tuolumne County LAFCO by the Special District Selection Committee, and Director Edwards as the District's alternate candidate.

Ayes: Directors Kwiatkowski, Edwards, Mora and Armstrong.

Absent: Director Swan

Director Swan left the meeting at 1:34pm.

The Board convened into closed session at 1:43pm.

**Closed Session** (Public may comment on closed session item prior to Board convening into closed session)

- A. Public Employee Performance Evaluation  
Pursuant to Govt. Code Sec. 54957  
Title: General Manager

The Board reconvened into open session at 3:32pm.

Director Kwiatkowski announced there was no reportable action taken in closed session.

**Adjournment**

Motion

Director Edwards moved, seconded by Director Armstrong and the motion passed to adjourn the meeting at 3:33pm.

Ayes: Directors Kwiatkowski, Edwards, Mora and Armstrong.

Absent: Swan

APPROVED:

\_\_\_\_\_

Janice Kwiatkowski, President

ATTEST:

\_\_\_\_\_

Jennifer Flores, Board Secretary



# ACCOUNTS PAYABLE CHECK LISTING

August, 2019  
Fiscal Year 19/20  
Board Approval Date \_\_\_\_\_

# Accounts Payable Checks



User: dpercoco  
Printed: 9/3/2019 11:13:05 AM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18195	BRE01	Breshears, W. H.	8/29/2019	True	Fuel & Oil	\$3,011.45
18196	CAR06	Carbon Copy Inc.	8/29/2019	True	Monthly Copier Usage	\$82.97
18197	COL03	Columbia Communications	8/29/2019	True	Narrowbank, tune & updatre programming on TK-7150 @Station 78	\$380.00
18198	CON01	Condor Earth Technologies Inc.	8/29/2019	True	Services for July 24 to Aug 08, 2019 for Engineering & Coordin,	\$4,372.75
18199	CWEA	CWEA	8/29/2019	True	Patrick Sommarstrom Collections 2 test	\$382.00
18200	Fas02	Fastenal	8/29/2019	True	Ear Muffs, Half masks, face piece & mop heads	\$957.09
18201	ghx01	GHX Industrial, LLC	8/29/2019	True	Vac Truck hoses	\$2,089.44
18202	GRA04	Grainger	8/29/2019	True	2 axial fans for LS#8 control cabinet	\$126.39
18203	gro08	Groveland Transfer Station	8/29/2019	True	U-786 Dump fee-wood	\$26.05
18204	H&S	H & S Parts and Service	8/29/2019	True	New fuel line parts for Tank #4 generator	\$76.23
18205	Moo06	Moore Ranch Trucking	8/29/2019	True	Sand & base rock for sand/gravel bins	\$1,100.00
18206	Pri04	PLIC-SBD Grand Island	8/29/2019	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,301.60
18207	TUO04	Tuo. Co. Clerk & Auditor-Contr	8/29/2019	True	16 Delinquent parcels placed on tax roll	\$44.00
18208	Tuo14	Tuolumne County Recorder	8/29/2019	True	One Satisfaction of Lien	\$11.00
18209	ups9	UPS	8/29/2019	True	Ship meter to be tested to Jorgensen	\$9.51
18210	USA03	Usa Blue Book	8/29/2019	True	Skimming net, Filter flash & 2 ea. Pyrex cylinders for WWTP	\$279.16
18211	Ver02	Verizon Wireless 5298	8/29/2019	True	Ipad for Luis	\$841.14
18144	All06	AllStar Fire Equipment, Inc	8/22/2019	True	1 ea. ESS First Due Structure Helment	\$301.36
18145	am01	AM Consulting Engineers, Inc.	8/22/2019	True	Engineering fees for USDA PER preparation-For future grant proj.	\$7,787.50
18146	BLU01	Anthem Blue Cross	8/22/2019	True	Monthly Group Health Ins.	\$21,418.09
18147	BLU02	Anthem Blue Cross	8/22/2019	True	Insurance D. Beaudreau	\$921.66
18148	aqu5	Aqua Sierra Controls Inc.	8/22/2019	True	Remote network backup	\$24,654.01
18149	ATT02	AT&T	8/22/2019	True	Monthly Cal Net phone service	\$500.46
18150	BRE01	Breshears, W. H.	8/22/2019	True	Fuel & Oil	\$2,343.67
18151	BUR01	Burton's Fire Inc	8/22/2019	True	Engine #781 Electrical repairs	\$3,729.39
18152	UB*02497	Charette, Donald & Orsola	8/22/2019	True	Refund Check	\$111.17
18153	Com04	Comphe Heating & Air Conditioning, Inc.	8/22/2019	True	Replace blower motor with module for Admin Air Conditioner	\$1,240.64
18154	CON01	Condor Earth Technologies Inc.	8/22/2019	True	Field Material Testing for Flume Project	\$7,430.00
18155	CWEA	CWEA	8/22/2019	True	Andrew Marshall CWEA membership renewal	\$378.00
18156	DIS01	Dish Network	8/22/2019	True	Satellite TV for FD	\$45.68
18157	UB*02490	Dunn, Dennis & Martha	8/22/2019	True	Refund Check	\$63.29
18158	UB*02491	Enz, Robert	8/22/2019	True	Refund Check	\$158.65
18159	gilb01	Gilbert Associates, Inc.	8/22/2019	True	CPA Services	\$3,100.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18160	UB*02496	GLAVES, J	8/22/2019	True	Refund Check	\$23.46
18161	UB*02498	GROOTHUYZEN, Ed	8/22/2019	True	Refund Check	\$9.38
18162	ind04	Industrial Electrical Co.	8/22/2019	True	1 ea. Sample pump for Water Treatment Plant	\$2,013.40
18163	UB*02495	KAUFMAN, GREGORY & SHARON	8/22/2019	True	Refund Check	\$10.73
18164	UB*02493	Koretz, Stuart & Maria	8/22/2019	True	Refund Check	\$154.85
18165	LOW01	Lowe's Companies, Inc.	8/22/2019	True	1 ea. 6' Rolling scaffold	\$213.94
18166	UB*02494	Meier, Adam	8/22/2019	True	Refund Check	\$4.40
18167	MOT03	Mother Lode Answering Service	8/22/2019	True	Monthly Call Forward/Paging	\$183.00
18168	Nor06	North Shore Compressor & Machine, Inc.	8/22/2019	True	SCBA Compressor, tanks & fill station Fire Dept	\$30,647.14
18169	UB*02492	Paganello, Kyn	8/22/2019	True	Refund Check	\$125.61
18170	phe01	PH Electric	8/22/2019	True	Electrical for Hot water heater in Laundry room	\$729.94
18171	Pollard	Pollard Water.com	8/22/2019	True	15 ea. Sq. Shovels, 15 ea. Round Shovels	\$823.96
18172	R&B	R & B Company	8/22/2019	True	Replacement parts for stock (Water/Sewer repairs)	\$3,247.37
18173	rabo01	Rabobank Visa Card	8/22/2019	True	Credit Card Purchases	\$3,824.61
18174	Ver03	Verizon Wireless 7706	8/22/2019	True	Monthly Auto Dialers	\$173.06
18175	SUE01	Ray Sues Insurance & Invst	8/22/2019	True	Retired Members Medical SW	\$4,322.96
18176	Safety-K	Safety-Kleen Systems	8/22/2019	True	Maintenance on Parts Washer	\$504.51
18177	SFPUC	San Francisco Public Utilities Commission	8/22/2019	True	Monthly Water Purchase	\$19,275.20
18178	son12	Sonora Ford	8/22/2019	True	Truck #7's repair parts	\$160.71
18179	STA05	Staples	8/22/2019	True	Fire Station Office supplies	\$283.60
18180	UB*02489	Stevens, Daniel & Kimberly	8/22/2019	True	Refund Check	\$22.37
18181	SWR02	SWRCB	8/22/2019	True	Matt Dickens T-1 GR1 Cert	\$170.00
18182	Tuo17	Tuolumne-Stanislaus IRWMA	8/22/2019	True	2019-2020 T-S IRWMA Membership (Joint Powers Authority) 1	\$9,000.00
18183	ULI01	ULINE, Attn AR	8/22/2019	True	ea. 10 x 10 High Visibility Canopy & Canopy weights Notice to	\$791.02
18184	UNI01	Union Democrat	8/22/2019	True	Tax Roll Public Notice	\$649.00
18185	UNIT	United Rentals	8/22/2019	True	Water Tank 500 Gallon Trailer for Compliance	\$6,628.05
18186	UNI05	Univar Usa Inc.	8/22/2019	True	9,600 lbs Morton Solar Salt	\$9,114.11
902027	EDD01	EDD - Electronic	8/19/2019	True	PR Batch 00003.08.2019 SDI - Employee	\$180.27
902028	FedEFTPS	Federal EFTPS	8/19/2019	True	PR Batch 00003.08.2019 Federal Income Tax	\$2,096.03
902029	PER01	Pers - Electronic	8/19/2019	True	PR Batch 00003.08.2019 2nd Tier PERS	\$1,543.22
115726	OE3	Operating Engineers Local #3	8/13/2019	True	PR Batch 00002.08.2019 Oper Engin Union Dues	\$253.80
902022	DCSS	Dept of Child Support Services	8/13/2019	True	PR Batch 00002.08.2019 Wage Garnish Child Support	\$205.03
902023	EDD01	EDD - Electronic	8/13/2019	True	PR Batch 00002.08.2019 State Income Tax	\$1,600.69
902024	FedEFTPS	Federal EFTPS	8/13/2019	True	PR Batch 00002.08.2019 FICA Employer Portion	\$9,984.02
902025	PER01	Pers - Electronic	8/13/2019	True	PR Batch 00002.08.2019 PERS Employee Deduct	\$6,533.85
902026	TD 457	TD Ameritrade Trust Co.	8/13/2019	True	PR Batch 00002.08.2019 457 Deferred Compensation Monthly	\$1,170.00
18100	Accela	Accela, Inc. #774375	8/8/2019	True	C/C Web Pmt Fees	\$1,078.15
18101	CAD01	California CAD Solutions	8/8/2019	True	System Map Update/Digitize	\$10,200.00
18102	COL03	Columbia Communications	8/8/2019	True	3 ea. new pagers, programmed & shipped	\$521.84
18103	Com04	Comphel Heating & Air Conditioning, Inc.	8/8/2019	True	Admin Air Conditioner Service Call	\$150.00
18104	CON01	Condor Earth Technologies Inc.	8/8/2019	True	Field Density Testing for GCSD Flume Rehab	\$2,079.50
18105	csb01	CSBA District Services	8/8/2019	True	GASB AMM Report 19-20	\$1,500.00
18106	CWEA	CWEA	8/8/2019	True	Luis Melchor Maintenance Tech GR1 renewal	\$279.00

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18107	Datapros	Dataprose Inc.	8/8/2019	True	Monthly UB Statement Processing	\$1,877.03
18108	Del02	Dell Business Credit-Payment	8/8/2019	True	2 ea. 5060 Optiflex Comp & 2 ea. Port cables for C &D & Maint.	\$4,748.17
18109	DRU01	Drugtech Toxicology Services, LLC	8/8/2019	True	Consortium DOT Tests	\$38.00
18110	Fas02	Fastenal	8/8/2019	True	Window Cleaner, Lysol & Toilet Paper	\$444.34
18111	FOO01	Foothill-Sierra Pest Control	8/8/2019	True	Pest Control	\$157.00
18112	GCS02	GCS D	8/8/2019	True	Water ans Sewer Bill	\$5,226.91
18113	GCS01	GCS D Petty Cash	8/8/2019	True	Postage for Certified Mail	\$17.85
18114	GEN01	General Plumbing Supply	8/8/2019	True	Sand Seperator for Unit 15 Lot 111	\$227.72
18115	Gre05	GreatAmerica Financial Services	8/8/2019	True	Monthly Avaya Phone System Lease	\$186.36
18116	gro08	Groveland Transfer Station	8/8/2019	True	Dump fee for Fire Dept air compressor	\$126.75
18117	HAC01	Hach	8/8/2019	True	2 ea. sc200 Controller, AC-DC, 4-20mA Output	\$7,136.73
18118	UB*02487	Hall, Michael & Bradly	8/8/2019	True	Refund Check	\$61.55
18119	Hop01	Hopkins Technical Products	8/8/2019	True	1 ea. Prominent injection pump for lime @ 2G	\$4,858.16
18120	Int03	IBS of Sacramento Valley	8/8/2019	True	Return 4 Battery cores	\$176.94
18121	JOR01	Jorgensen Co.	8/8/2019	True	Sales tax for Inv#5820979	\$11.96
18122	KC Auto	KC Auto Parts	8/8/2019	True	Oil Filter for Truck #6	\$238.96
18123	KC01	KC Courier, LLC	8/8/2019	True	Monthly Courier Service	\$372.38
18124	KEL01	Kelly Moore Paint Co.	8/8/2019	True	Paint for Lower Park Amphitheater	\$939.03
18125	UB*02486	Luddy, Ronald & Carrie	8/8/2019	True	Refund Check	\$7.56
18126	UB*02485	Mcdonald, John & Christina	8/8/2019	True	Refund Check	\$188.92
18127	UB*02483	McVeigh, Diana	8/8/2019	True	Refund Check	\$194.91
18128	MOO01	Moore Bros. Scavenger Co., Inc.	8/8/2019	True	Garbage Service	\$478.98
18129	MOU03	Mountain Oasis Water Systems	8/8/2019	True	Bottled Water	\$161.00
18130	Nat06	Nationwide Long Distance Service, Inc.	8/8/2019	True	Monthly Long Distance Fee	\$57.00
18131	Oreil	O'Reilly Auto Parts	8/8/2019	True	Sensor for Engine #781	\$71.84
18132	per04	Percoco, Ronald	8/8/2019	True	Janitorial/Park Services	\$2,844.00
18133	PGE01	PG&E	8/8/2019	True	Monthly Electric Charges	\$602.92
18134	Pri04	PLIC-SBD Grand Island	8/8/2019	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,619.12
18135	pml01	PML Hardware & Supply Inc.	8/8/2019	True	July Hardware supplies	\$556.40
18136	Ron01	Roni Lynn	8/8/2019	True	Social Media Management	\$2,500.00
18137	UB*02484	Stier, R	8/8/2019	True	Refund Check	\$9.33
18138	TIR01	The Tire Shop	8/8/2019	True	2 tires for VacTron	\$199.52
18139	TUO04	Tuo. Co. Clerk & Auditor-Contr	8/8/2019	True	Removes 2 charges from 2018 Tax Roll	\$50.00
18140	TUO01	Tuo. Co. Public Power Agency	8/8/2019	True	Public Power Purchase	\$15,980.86
18141	Ver02	Verizon Wireless 5298	8/8/2019	True	6 ea. 1- Pads for SEMS Software	\$6,988.15
18142	UB*02488	Wadell, Marcia	8/8/2019	True	Refund Check	\$88.71
18143	Wells	Wells Fargo Bank, N.A.	8/8/2019	True	Monthly Lease on Admin Copier	\$359.29
18076	AQU01	Aqua Labs	8/7/2019	True	060 Sewer Tests	\$3,060.00
18091	Com03	Commercial Office Interiors	8/7/2019	True	4 ea. chairs for Fire House	\$2,809.95
18092	don02	Don Pedro Pump	8/7/2019	True	Big Creek Tunnel Pump Station - Installation/Transport	\$54,749.02
18093	Fas02	Fastenal	8/7/2019	True	12 ea. Wasp Killer	\$123.29
18094	Mar02	Marshall, Andrew	8/7/2019	True	Reimburse for Safety Boots	\$305.65
18095	neu01	Neumiller & Beardslee	8/7/2019	True	Legal Services	\$3,580.67

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
18096	Nji01	Njirich & Son's, Inc.	8/7/2019	True	Completion of Valve Vault Replacement	\$35,000.00
18097	PAI02	Pall Corporation	8/7/2019	True	Shipping Charge not added to re-bill Inv#95492221	\$83.57
18098	SUE01	Ray Suess Insurance & Invst	8/7/2019	True	Retired Members Medical SW	\$8,391.94
18099	telo1	Telstar Instruments, Inc.	8/7/2019	True	Services for 6/25 to 6/27/19 for Flow meter Calibrations	\$4,508.96
115725	OE3	Operating Engineers Local #3	8/2/2019	True	PR Batch 00001.08.2019 Oper Engin Union Dues	\$253.80
902017	DCSS	Dept of Child Support Services	8/2/2019	True	PR Batch 00001.08.2019 Wage Garnish Child Support	\$205.03
902018	EDD01	EDD - Electronic	8/2/2019	True	PR Batch 00001.08.2019 Employmt Training Tax	\$1,714.31
902019	FedEFTPS	Federal EFTPS	8/2/2019	True	PR Batch 00001.08.2019 Medicare Emple Portion	\$10,428.92
902020	PER01	Pers - Electronic	8/2/2019	True	PR Batch 00001.08.2019 PERS Employer Expense	\$6,533.85
902021	TD 457	TD Ameritrade Trust Co.	8/2/2019	True	PR Batch 00001.08.2019 457 Deferred Compensation	\$1,170.00
					Payroll	\$63,998.85
					Total Accounts Payable	\$482,478.29



## **BOARD MEETING AGENDA SUBMITTAL**

**MEETING DATE:** September 10, 2019

**ITEM SUBMITTED BY:** Andrew Murphy, Assistant Fire Chief

**SUBMITTAL PREPARED BY:** Andrew Murphy, Assistant Fire Chief

**AGENDA ITEM:** Consideration of adopting a Resolution accepting the CAL FIRE Volunteer Fire Assistance (VFA) Grant in the amount of \$3,300.00

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### **RECOMMENDED ACTION**

It is staff's recommendation that the Board approve the attached Resolution allowing the Groveland Community Services District to accept the Volunteer Fire Assistance Grant in the amount of \$3,300.00 and authorizing the General Manager to sign any subsequent documents pertaining to this grant.

### **BACKGROUND**

The primary goal of the Volunteer Fire Assistance Grant (VFA) is intended to assist rural fire protection jurisdictions in the purchase of certain training, safety and communications equipment. Since 1980, the VFA grant has helped firefighters and other first responders to obtain critically needed equipment, protective gear, training and other resources needed to protect the public and emergency personnel from fire and related hazards. The grant program is a 50/50 matching fund grant provided by the United States Forest Service under the Cooperative Forestry Assistance Act of 1978. The program is administered by CAL FIRE. Tuolumne County Fire has applied for and received VFA for the past several years.

The Groveland Community Services District anticipates purchasing the following items:

- (2) Full sets of Structural Personal Protective Equipment ("Turnouts")

### **ATTACHMENTS**

- Resolution 37-19
- VFA Grant Agreement

### **FINANCIAL IMPACTS**

This is a 50/50 matching grant. The funds were anticipated in the current budget.



**GROVELAND COMMUNITY SERVICES DISTRICT**

**RESOLUTION 37-19**

**RESOLUTION AUTHORIZING THE GROVELAND COMMUNITY SERVICES DISTRICT TO APPROVE THE GRANT DATED SEPTEMBER 10, 2019 TO JUNE 30, 2020 BETWEEN THE DISTRICT AND CAL FIRE FOR DISTRIBUTION OF FUNDS AWARDED UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FIRE ASSISTANCE ACT OF 1978 IN THE AMOUNT OF \$3,300.00 WITH A 50/50 MATCH IN DISTRICT FUNDS, AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE GRANT AGREEMENT AND ANY RELATED DOCUMENTS**

WHEREAS, the Groveland Community Services District has been selected to receive an award under the Volunteer Fire Assistance Program; and

WHEREAS, the State of California Department of Forestry and Fire Protection (CAL FIRE) has been approved as an agent of the United States Department of Agriculture for the purpose of administering the Cooperative Forestry Assistance Act of 1978; and

NOW, THEREFORE, BE IT RESOLVED, that this Board of Directors of the Groveland Community Services District does hereby approve the contract dated September 10, 2019 between said District and CAL FIRE to June 30, 2020 for distribution of funds awarded under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978. This contract, No. 7FG19044, provides for an award during the fiscal year 2019/2020 up to and not exceeding the amount of \$3,300.00 with a 50/50 District match in funds.

BE IT FURTHER RESOLVED, that this Board of Directors of the Groveland Community Services District does hereby proclaim that the General Manager is authorized and directed to execute said contract on behalf of the Groveland Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Groveland Community Services District at a regular meeting thereof, held on this 10<sup>th</sup> day of September 2019 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Presiding Officer Printed Name and Title

\_\_\_\_\_  
Presiding Officer Signature and Date

Attest:

\_\_\_\_\_  
Clerk/Secretary

**State of California  
Dept. of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Programs  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Assistance Program

**GRANT AGREEMENT:** 7FG19044

**PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2020.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$ 3,300.00** (or project costs, whichever is less)

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Groveland Community Services District

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

Applicant	
By _____	By _____
Signature of Authorized Representative	Title: <b>Gabrielle Avina</b>
Title _____	<b>Staff Chief, Cooperative Fire Programs</b>
Date _____	Date _____

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING <b>\$ 3,300.00</b>	GRANT AGREEMENT NUMBER <b>7FG19044</b>	PO ID		
ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>	PROJECT ID 354019DG2012128	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE <b>\$ 3,300.00</b>	GL UNIT <b>3540</b>	BUD REF <b>001</b>	FUND <b>0001</b>	ENY <b>2019</b>
REPORTING STRUCTURE <b>35409206</b>	SERVICE LOC	ACCOUNT <b>5340580</b>	ALT ACC 5340580002	

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

\_\_\_\_\_  
DATE

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and **Groveland Community Services District** hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2019 or LOCAL AGENCY will forfeit the funds.
7. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2019 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2020.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2020 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.  
LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: Groveland Community Services District  
PO Box 350  
Groveland, CA 95321-0350  
Attention: Peter Kampa  
Telephone Number(s): 209-962-7161  
FAX Number: 209-962-4943  
E-mail pkampa@gcsd.org

**STATE: Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 653-3649**

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees 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. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2020.
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 6B. Review and consensus on a First Draft Park Improvement Project List and Project Selection Criteria as Established by the GRACE Committee

---

**RECOMMENDED ACTION**

Staff recommends the following action:

*I move to Approve the Preliminary List of Park Improvement Projects and the Project Selection Criteria Established by the GRACE Committee.*

**BACKGROUND**

The Groveland Regional Area Community Enhancement (GRACE) Committee was formed from the GCSB Park Advisory Committee for the purpose of conducting a public outreach process to determine what additional/replacement park facilities may be desired by the local Communities. Over the past several months, GRACE has held several public meetings at the High School, Mary Laveroni Park and with direct outreach. Through this process, a number of potential projects and facilities have surfaced as potential priorities to consider further.

The purpose for this agenda item is to receive board input and concurrence on projects that will then be carried as a “slate” to:

- Local Schools for 6th - 12th grades presentation
- Chamber of Commerce
- Rotary and other service groups
- Seniors and other interest groups
- PML

The draft project list is attached. With each group, priority selections will be made for presentation to the Board in the future. Considering that it is best to have some agreed upon project selection criteria established in advance, the committee also recommends that the Board consider approval of the attached criteria.

**ATTACHMENTS:**

Draft Project List, and Selection Criteria



## GRACE RECOMMENDED PARK IMPROVEMENTS AND CRITERIA

September 10, 2019

### Project List

1. Recreational Trails including Class I paved along RR grade from PML/Resilience Center to the western boundary of the park, future phases to extend to BOF
2. Bike Park
3. RV Park
4. Event Facilities including covered picnic areas with BBQ
5. Skate Park Renovation or Removal and Replacement with another amenity
5. Fixed cover in front of amphitheater/stage
6. Infrastructure to facilitate movies and concerts including electrical, sound wiring and concession stand improvements
7. Spray park
8. Disc Golf course
9. Bocce Courts
10. Outdoor exercise equipment
11. Leon Rose Baseball Field renovations
12. Access road and Parking in lower park by event facilities
13. Benches, tables and BBQs or/and event facilities adjacent to skate park or bike park
14. Paths or sidewalks linking facilities in lower park (accessibility)

### Project Selection Criteria

Does or is the project:

1. Self supporting or have revenue production potential
2. Connect the separated communities
3. Supports the health, safety and wellness of the community
4. Supports the economy of our community
5. Increases functionality, usability and safety of existing park locations



## **BOARD MEETING AGENDA SUBMITTAL**

**TO: GCSB Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: September 10, 2019**

**SUBJECT: Agenda Item 6C. Accept Financing Quote from the Special District Finance Authority for the 2019 Wastewater Treatment Plant Improvements, including Replacement Headworks and Related Work, and Direct the General Manager to Submit Loan Application Materials**

---

### **RECOMMENDED ACTION**

Staff recommends the following action:

*Motion to accept the quote from the Special District Finance Authority for the 2019 Wastewater Treatment Plant Improvements, including Replacement Headworks and Related Work, and Direct the General Manager to Submit Loan Application Materials.*

### **BACKGROUND**

The purpose of this agenda item is to consider submitting a loan application through the Special District Finance Authority to fund immediately needed improvements to the District wastewater plant. Loan financing is recommended due to the relatively low amount of cash we have accumulated and available in the wastewater fund, as well as the very low interest rates currently being offered for public projects.

As stated in prior meetings, the draft recommended wastewater capital improvement plan, attached, totals over \$6.8 million in system replacements necessary in the next 5 years. This amount does not include the \$6 million in estimated cost of the Downtown Big Oak Flat Groveland Sewer Project planned for funding through the State Water Resources Control Board, Clean Water SRF. The Sewer fund balance was budgeted to be \$315,294 by the end of this fiscal year, June 30, 2020, with a reserve balance of \$200,000 plus interest. This amount of cash and its accumulation rate is inadequate to plan the funding of this CIP with cash.

It is management's recommendation that the Board consider securing a loan while the interest rates are near historic lows. We have requested a loan quote from the Special District Finance Corporation, a partner of the CSDA. The Finance Corps shops all available loan entities, rates and terms to provide the District with the best financing scenario. As of the date of production of this packet, the financing quote has not yet been received from the Finance Corps, but is expected before week's end. The quote will be uploaded and sent to the Board/agenda group once received.

The project currently proposed by staff is the replacement of the treatment plant headworks, which is where the solids are removed from the incoming waste. The improvements include a new rotating strainer, solids conveyance/disposal system and related improvements, at an estimated cost of \$600,000. In addition, we are evaluating improvements to the headworks building to encapsulate solids odors, and filter ventilated air from the building to reduce odors. Therefore, we are proposing a loan amount of \$750,000 to cover the total project and contingencies.

Staff had initially received Board approval in May 2019 to submit a USDA loan/grant application for the headworks replacement, among other work. Unfortunately, the USDA application and funding approval process can take 12 months or more, if approved. The headworks is basically in a failed condition and needs to be addressed immediately. The loan approval process typically takes less than 90 days until funding is received, allowing us to proceed immediately with project bidding and construction this winter and spring.

Although management is suggesting that the Board at this time approve a loan application only for the treatment plant headworks replacement project, we may want to consider increasing the amount of loan we secure now while interest rates are low. In management's estimation, we have cashflow to support loan payments of up to \$100,000 per year. Depending upon the interest rate quoted, that could result in a loan amount of up to \$2 million. Since the District has not taken on new debt in quite some time, this item is being presented to the Board for serious consideration.

All of the work included in the draft CIP is intended to increase reliability, reduce the possibility of regulatory or system failure, and to reduce long term costs. The \$750,000 loan amount is the recommended minimum we should borrow at this time.

**ATTACHMENTS:**

1. Draft Wastewater CIP
2. Loan Quote (Under separate cover)

**GROVELAND COMMUNITY SERVICES DISTRICT  
CAPITAL IMPROVEMENT PLAN  
WATER AND SEWER PROJECTS**

<b>SEWER</b>							
<b>ID</b>	<b>CAPITAL ITEM DESCRIPTION</b>	<b>FY 19-20</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>TOTAL</b>
S-1	Lift Station 14 Rehab		\$600,000				\$600,000
S-2	All Hub Station Old Can Rehabs		\$120,000				\$120,000
S-3	Effluent/Biosolids Process Improvements	\$200,000					\$200,000
S-4	Headworks Rehabilitation and Update	\$600,000					\$600,000
S-5	STP Irrigation Pump Station Replacement	\$400,000					\$400,000
S-6	Spray Field Improvements/Expansions					\$600,000	\$600,000
S-7	STP Generator Replacement		\$100,000				\$100,000
S-8	STP MCC Room Rehab					\$700,000	\$700,000
S-9	LS6 to STP Force Main				\$1,000,000		\$1,000,000
S-10	Lift Station Generator Replacement (1,2,7,8 & 9)				\$150,000		\$150,000
S-11	Sewer System Mapping Upgrade	\$250,000					\$250,000
S-12	Force Main Inspections and ARV Replacements			\$400,000			\$400,000
S-13	Upper Skyridge Sewer			\$240,000			\$240,000
S-14	LS 10 Force Main		\$250,000				\$250,000
S-15	Lift Station 2 Plumbing Upgrade			\$300,000			\$300,000
S-16	E-Basin Aeration Piping Replacement			\$400,000			\$400,000
S-17	Reservoir #1 Lining					\$500,000	\$500,000
	<b>TOTAL</b>	<b>\$1,450,000</b>	<b>\$1,070,000</b>	<b>\$1,340,000</b>	<b>\$1,150,000</b>	<b>\$1,800,000</b>	<b>\$6,810,000</b>



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSB Board of Directors

**FROM:** Jennifer Flores, Administrative Services Manager

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 6D. Adoption of Resolution 38-19 A Resolution Amending the District Banner Policy to Allow for the Waiver of Certain Associated District Fees for Organizations that Provide a Significant Alternate Contribution to District Services, Facilities or Revenues

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### **RECOMMENDED ACTION**

Staff recommends the following action:

*Adopt Resolution 38-19 A Resolution Amending the District Banner Policy to Allow for the Waiver of Certain Associated District Fees for Organizations that Provide a Significant Alternate Contribution to District Services, Facilities or Revenues*

### **BACKGROUND**

In May of 2018, the Board amended *Section 803 Reservation of Park Facilities* of the Operational Policies and Procedures Manual (OPPM), to include a policy for the hanging of advertisement banners. This policy allows non-profit organizations to hang an event advertisement banner for up to two weeks for a fee of \$100. The fee is to cover staff costs for processing the application and the hanging of and taking down of the organization's banner.

Staff is recommending that the Board amend this policy to allow the General Manager to waive the associated fee for organizations that provide a significant alternate contribution to District services, facilities, or revenues. For example, the Groveland Rotary Club built the BBQ covering at the lower park which has significantly enhanced that amenity. The Groveland Rotary Club recently applied for and had an advertisement banner hung by the District for their annual shrimp feed event. If the amendment were to be approved by the Board, it would allow the General Manager to waive the \$100 fee for the Groveland Rotary Club and any other organization in the future that provides a significant alternate contribution to the District.

### **ATTACHMENTS:**

1. Resolution 38-19 including Redlined proposed Policy as Exhibit A

**RESOLUTION NO. 39-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AMENDMENT  
TO THE DISTRICT'S RESERVATION OF PARK FACILITIES POLICY**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, in accordance with California Government Code 61045, (g) The board of directors shall adopt policies for the operation of the district, including, but not limited to, administrative policies, fiscal policies, personnel policies, and the purchasing policies; and

**WHEREAS**, the District has previously adopted a policy governing the reservation of District park facilities which is in need of amendment; and

**WHEREAS**, the District has prepared draft amendment to said policy as contained herein as Exhibit A.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** approve the amended Reservation Of Park Facilities Policy as attached hereto as Exhibit A.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on September 10, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Janice Kwiatkowski, President

ATTEST:

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Jennifer L. Flores, Board Secretary

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**CERTIFICATE OF SECRETARY**

I, Jennifer L. Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on September 10, 2019.

DATED: \_\_\_\_\_.

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## EXHIBIT A

### 803.7 Advertisement Banner

The District offers a public location next to the Fire Department where approved advertising banners may be hung to assist with the promotion of events organized by non-profit organizations. Non-profit groups wishing to hang an advertisement banner shall do the following:

- A. Submit the Advertisement Banner Application for District approval.
- B. Deliver approved banner to the District Administration Office. Banners shall be a maximum of 3 feet high x 14 feet long, fixed with wind cuts and grommets. The banner only will be accepted; any bag, box, etc. the banner is stored in must be taken with the person dropping the banner off.
- C. The banner must be picked up during business hours within two (2) weeks after the banner has been taken down. Unclaimed banners will be discarded.

Banners are hung on Mondays only and must be dropped off before 3:00pm the Friday before. If a holiday falls on the Monday the banner is to be hung, banner will be hung the Friday before if banner is delivered before noon.

Banners/Signs shall not consist of and shall be prohibited from containing information concerning the following:

- A) Non-commercial speech, issue advocacy, etc., regardless of viewpoint;
- B) Promoting hostility, disorder, violence, or attacks on any person or group of persons;
- C) Promoting discrimination including but not limited to, demeaning, harassing, or ridiculing any person or group based on race, color, national origin, religion, sex, age, disability, ancestry or creed;
- D) Political advertisements, including but not limited to any banner/sign promoting, favoring or opposing the candidacy of any candidate for election or political issue/question;
- E) Being obscene or pornographic as defined by the prevailing community;
- F) Promoting the use or sale of alcohol, tobacco, or firearms or weapons of any kind; and/or
- G) Religious advertising in which the primary message is one promoting or opposing religion, particular religions, religious issues, or religious doctrines.

Banners will be hung for no longer than fourteen (14) consecutive days. Banner requests will be granted on a "first come" basis. Banners shall be hung and taken down by District staff. The District is not responsible for any damage caused to banner by weather, graffiti, and/or vandalism of any kind.

### Banner Advertisement Fees

Non-Profit Organizations	\$100
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The General Manager is granted the authority to waive the Banner Advertisement Fee for those organizations who have made a significant alternate contribution to district services, facilities or revenues.

## **804 PARK AND RECREATION FEES**

### **804.1 Purpose**

Section 61115 of the Government Code of the State of California provides that the District may charge for park and recreational services and facilities provided by the District so long as the charges do not exceed the cost of providing the service. The purpose of this Section is to provide for park and recreation fees to be charged by the District for various park and recreational services and facilities in amounts reasonably necessary to recover the cost of operating the District parks and providing various park and recreational services and facilities.

### **804.2 Establishment of Park and Recreational Fees**

By resolution duly adopted by the Board of Directors of the District, the Board of Directors may enact a schedule of fees to be charged for usage of park and recreational services and facilities provided by the District and amend such schedule of fees at any time.

### **804.3 Criteria**

User fees for park and recreational services and facilities provided by the District within District facilities shall comply with the following criteria:

- A. User fees for park and recreational facilities and services provided by the District shall be charged in amounts reasonably necessary to recover the cost of providing the facilities and services. Examples of the types of facilities and services for which fees may be charged include, but are not limited to, the following: parking; reservation of buildings and other facilities for exclusive use; participation in organized athletic programs and other recreational programs.

### **804.4 Violations**

- A. It is unlawful for any person to enter or remain in any District facility for which fees may be charged without having paid the required fee, unless previously approved by the General Manager.
- B. Whenever the General Manager or his or her designee determines that parking or standing of vehicles in District open space or park and recreational facilities would be disruptive to users or create a dangerous condition, then the General Manager or such designee shall provide for the erection and posting of signs indicating that the parking or standing of vehicles is prohibited, limited or restricted. It is unlawful for any person to park a vehicle or allow a vehicle to stand in a District open space, park, or recreational facility in violation of the prohibitions of any such sign authorized by this Section.



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSB Board of Directors

**FROM:** Jennifer Flores, Administrative Services Manager

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 6E. Adoption of Resolution 39-19, A Resolution of the Board of Directors of the Groveland Community Services District Authorizing Agreement With Umpqua Bank to Participate in the CSDA District Purchasing Card Program

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### **RECOMMENDED ACTION**

Staff recommends the following action:

*Adopt Resolution 39-19, A Resolution of the Board of Directors of the Groveland Community Services District Authorizing Agreement With Umpqua Bank to Participate in the CSDA District Purchasing Card Program*

### **BACKGROUND**

The District currently utilizes a Rabobank Business Credit Card for the purpose of making purchases, securing reservations, paying travel expenses, placing orders, and doing District business in the most efficient manner. The District credit card is intended to replace the use of petty cash and open purchase orders.

The Rabobank Business Credit Card does not offer any type of rewards program for purchases made. The District would like to cancel the Rabobank Business Credit Card and participate in the CSDA District Purchasing Card Program through Umpqua Bank. The program offers a 1% cash back rebate annually on all purchases over \$1 while also benefitting CSDA through a revenue sharing partnership.

### **ATTACHMENTS:**

1. Resolution 39-19
2. Commercial Card Application
3. Commercial Card Account Agreement
4. Commercial Card Rebate Agreement
5. Informational PowerPoint

**GROVELAND COMMUNITY SERVICES DISTRICT**

RESOLUTION NO. 39-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND  
COMMUNITY SERVICES DISTRICT AUTHORIZING AGREEMENT WITH UMPQUA  
BANK TO PARTICIPATE IN THE CSDA DISTRICT PURCHASING CARD PROGRAM

**WHEREAS**, Credit cards and purchasing cards are mechanisms for purchasing goods and services for the convenience of the Groveland Community Services District; and

**WHEREAS**, the California Special Districts Association (CSDA) has negotiated with Umpqua Bank to provide a Purchasing Card Program for vendor payments, purchasing, travel or fleet transactions; and

**WHEREAS**, the CSDA District Purchasing Card Program is available to members of the CSDA and the District is a member of the CSDA; and

**WHEREAS**, the Program requires an application for credit approval, a resolution by the District Governing Board, and District policy and procedures regarding the use of the credit cards; and

**WHEREAS**, the District has a Standard Practice of procedures for using credit cards as required by the Program,

**NOW THEREFORE BE IT RESOLVED**, that the Governing Board of the Groveland Community Services District directs the following actions:

- a. Authorize participation with Umpqua Bank in the CSDA District Purchasing Card program
- b. Authorize the application to the Program for credit cards or purchasing cards;
- c. Authorize the Board President to execute any necessary agreements
- d. Authorize Jennifer Flores, Administrative Services Manager, or Debra Percoco, Accountant, or Peter Kampa, General Manager, to add new participants or cancel former employees.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective September 10, 2019 upon adoption.

PASSED AND ADOPTED THIS 10<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
PRESIDENT, Board of Directors

ATTEST:

\_\_\_\_\_  
Jennifer L. Flores, Board Secretary



### Company Information

Company name as it will appear on the cards (limit 25 characters):

Company legal name (if different from above):

Company Tax ID:

Total Company Credit Limit:

Company physical address:

City:

State:

ZIP:

Mailing address (check if same as above ):

City:

State:

ZIP:

Company Phone:

Business Type:

Years in Business:

Company Fax:

Services Offered:

Gross Annual Revenue:

Current Accounts Payable/ERP System:

Current Expense Management System:

T&E (Travel & Entertainment)

Payables

TOTAL Monthly Spend

Expected Monthly Card Program Spending: +

=

### Program Administrators & Online Profiles

Program Administrators (Admins) shall be granted access to all company data by default. Please complete the Commercial Card Online Access Request Form to establish unique permissions and to request additional Admins.

**Program Administrator #1 Name:**

Title:

E-mail Address:

Phone:

Admin approved to conduct maintenance on behalf of Company.

Verification Code (4 digit)<sup>1</sup>:

Online Management Profile Type:

**Program Administrator #2 Name:**

Title:

E-mail Address:

Phone:

Admin approved to conduct maintenance on behalf of Company.

Verification Code (4 digit)<sup>1</sup>:

Online Management Profile Type:

### Billing & Statement Preferences

**Statement Cycle Preference:**

**Billing Preference:**

**Paper Statements:**

**Auto-Payment Preference:** *Note: For Central Billing Only. Individual Auto-Payment set up available to Program Administrators through the Commercial Card Online Management website, or by Individual Cardholders through their Commercial Cardholder Login on umpquabank.com. Any returned/rejected payments will result in termination of the auto-payment option and may result in a past due account balance.*

Effective a specific calendar day each month:



Umpqua Bank

Bank Routing #:

Payment Acct #:



Bank  
Name:

Bank Routing #:

Payment Acct #:

<sup>1</sup> Verification Code: A 4 digit code used by our Customer Service and Fraud teams to verify they are speaking with the company's Program Administrator





**Company Information** *(from page 1)*

Company name as it will appear on the card (limit 25 characters):

Company legal name (if different from above):

**Commercial Card Program Authorization**

Umpqua will provide the requested service to the above-named Company ("Customer") in accordance with the following:

The terms of this Commercial Card Company Application ("Application") include and incorporate by reference the Commercial Card Account Agreement, published on Umpqua's website at <https://www.umpquabank.com/disclosures/> and are also available upon Customer's request. By signing below, Customer acknowledges that Customer has read and agrees to be bound by the Application, including any attachments, user documentation, and the Commercial Card Account Agreement, including Umpqua's Commercial Card pricing information, incorporated therein, as amended from time to time by Umpqua upon notice to Customer as provided therein. The undersigned represents and warrants that he or she has been authorized by Customer to execute and deliver this Application on Customer's behalf and thereby bind Customer to this Application and the Commercial Card Account Agreement. Acceptance of this Application by Umpqua is subject to Umpqua's evaluation and approval hereof, and the execution and delivery hereof if it is approved by Umpqua.

PRINT AUTHORIZED SIGNER NAME

TITLE

SIGNATURE OF AUTHORIZED SIGNER

DATE

MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY

**Equal Credit Opportunity Act (Regulation B)**

APPLICATION NOTICE: If for any reason, we are unable to provide you with the desired financing you are seeking, we will notify you promptly of the reason(s) related to this outcome. If you would like us to follow with a written notification of these reasons within 30 days, please contact us at: Umpqua Bank, 1 SW Columbia, Suite 1400, Portland, OR 97258 with a request within 60 days of the notification. The Federal Equal Credit Opportunity Act prohibits creditors from Discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.

**Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Internal Use Only**

Commercial Associate:

Associate #:

CBC #:

Treasury Management Associate:

Associate #:

Date Received **(REQUIRED)**:



This Commercial Card Account Agreement ("Account Agreement" or "Agreement") sets forth the terms of the Umpqua Bank Commercial Card Account ("Account") for \_\_\_\_\_ and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"). Your Commercial Card Account has been opened in the name of Company pursuant to the credit application submitted by Company to Umpqua Bank. All extensions of credit in connection with your Commercial Card Account are being made by Umpqua Bank ("Umpqua").

- Definitions.** In this Account Agreement the following definitions shall apply:

**"Account"** means each individual credit card account established in connection with a Commercial Card and for which Company is fully liable under the Commercial Card Account in accordance with this Account Agreement.

**"Annual Percentage Rate" or "APR"** means an annualized rate of Finance Charge, as determined by us.

**"Authorized Officer"** means the individual(s) who signed Company credit application and this Account Agreement on behalf of Company.

**"Cash Advance"** means a Transaction to obtain a cash loan from Umpqua or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, or otherwise) and/or a loan from Umpqua through your use of any checks or drafts Umpqua may provide for drawing funds from Umpqua to be posted as Cash Advances on your Commercial Card Account (any surcharges charged by any owner or operator of any ATM, or by Umpqua, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance).

**"Commercial Card"** means each Visa® credit card that is issued to a Commercial Cardholder under your Commercial Card Account and this Account Agreement.

**"Commercial Cardholder"** means a Company employee who is designated by Company to receive a Commercial Card and who is approved to use such Commercial Card to effect Transactions during the term of this Account Agreement.

**"Commercial Cardholder Agreement"** means the Commercial Credit Cardholder Agreement that applies to each Account and whose terms bind a Commercial Cardholder.

**"Company"** means the corporation, limited liability company, partnership, proprietorship, or other entity that opened the Commercial Card Account with Umpqua pursuant to which Commercial Cards will be issued.

**"Finance Charge"** means any charge to an Account by Umpqua that is calculated and assessed in accordance with this Account Agreement or a Commercial Cardholder Agreement.

**"Initial Term"** means the period commencing on the Effective Date and continuing for a period of \_\_\_\_\_.

**"Note"** means any promissory note or other agreement, including this Account Agreement, for the extension of credit entered into between Lender and Borrower. "Purchase" means a Transaction made to purchase or lease goods or services, or pay amounts you or any Commercial Cardholder owes (excluding Cash Advances).

**"Periodic Statement"** is a written record of the account activity (purchases, payments, fees, etc.) supplied to you by Umpqua on a monthly basis or at set intervals such as weekly or bi-weekly. Also called a "Billing Statement."

**"Renewal Term"** means each one-year renewal period following the Initial Term.

**"Transaction"** means any Account activity that has a debit value.

The words "we", "us", and "our" refer to Umpqua Bank ("Umpqua"). The words "Borrower", "you", and "your" refer to Company.

- Acceptance of this Account Agreement.** Your Authorized Officer's signing of the credit application, Commercial Card or use of Commercial Card or Commercial Card Account confirms your acceptance to be bound by this Account Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Commercial Cards and/or the Commercial Card Account as may be posted on Umpqua's website or otherwise made available to you and as amended from time to time. You represent and warrant that (a) you have all necessary corporate or applicable organizational authority and have taken all action necessary to enter into this Account Agreement and to perform your obligations hereunder, (b) this Account Agreement has been duly executed and delivered by you and is a legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and (c) the Authorized Officer signing is duly authorized to execute and deliver this Account Agreement on your behalf.
- Ownership of Commercial Cards.** Each Commercial Card remains the property of Umpqua. Umpqua can revoke your and/or any Commercial Cardholder's right to use the Commercial Card Account at any time. Umpqua can do this with or without cause and without giving you or the applicable Commercial Cardholder notice. You and/or your Commercial Cardholders must immediately surrender Commercial Cards to Umpqua upon request.
- Program Administration.** Company shall designate in writing to us a Program Administrator to actively manage the Commercial Card Account on your behalf. If not specifically designated by Company, the Program Administrator shall be the first Authorized Officer listed in the signature block of Company's credit application. You agree and acknowledge that such Program Administrator is duly authorized by you to act on your behalf with respect to the Commercial Card Account, and that we may rely on all directions and information we receive from Program Administrator regarding the Commercial Card Account, including issuance of Commercial Cards to your employees. The Program Administrator's responsibilities shall include:

  - Conducting Commercial Account maintenance;



- (b) Collecting Commercial Card request forms, ensuring proper authorization, and facilitating new Commercial Card orders;
  - (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
  - (d) Accessing and monitoring Commercial Card Account spending reports;
  - (e) Regularly auditing Company's expense management program to ensure compliance with Company policies;
  - (f) Maintaining internal Company Commercial Card Account forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials;
  - (g) Maintaining hierarchical approval of all Purchases;
  - (h) Being familiar with all aspects of the Commercial Card Account and each Commercial Card;
  - (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under this Account Agreement;
  - (j) Upon request, providing us with such information and documentation as we may deem necessary to protect our interests; and
  - (k) Promptly advising us of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect, cut in half and return to us the associated Commercial Card(s)
  - (l) Immediately notifying us by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Commercial Card Account.
5. **Scope of Commercial Card Program.** This Account Agreement shall apply to Cash Advances and Purchases by Company, its subsidiaries, divisions, or affiliates as approved by Umpqua, and Commercial Cardholders. Umpqua is a card-issuing member of Visa<sup>®</sup>, USA, Inc. and Visa<sup>®</sup> International and may issue credit cards and establish credit card accounts to designated employees of Company as set forth in this Account Agreement. Company will designate employees who are to receive Commercial Cards and become Commercial Cardholders, and unless Umpqua notifies Company to the contrary, Umpqua will issue Commercial Cards to such employees. Unless Umpqua notifies Company to the contrary, or a Commercial Card has been terminated as provided herein, all Commercial Cards will expire upon termination of this Account Agreement. Umpqua may elect in its sole discretion not to issue a Commercial Card to an employee that Company wishes to receive such Commercial Card. Any or all charging privileges may also be withdrawn with or without cause at any time with or without notice.
6. **Use of Commercial Card Account.** You and your Commercial Cardholders may use your Commercial Card Account for Purchases and Cash Advances, wherever the Commercial Card is honored. You agree not to use, and agree that your Commercial Cardholders will not use, your Commercial Card Account for any transaction that is primarily for personal, family or household purposes. You agree to accept credits to the Commercial Card Account instead of cash refunds when the original Purchase was charged to the Commercial Card Account. You agree not to use, and agree that your Commercial Cardholders will not use, the Commercial Card Account for any illegal transactions. You acknowledge that Umpqua provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Umpqua is not responsible for the manner in which the Commercial Cards are used.
7. **Refusal to Honor Commercial Card.** Umpqua will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Umpqua also reserves the right to deny authorization of any Purchase or Cash Advance. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Commercial Card Account.
8. **Obligations on the Commercial Card Account.** You authorize us to pay and charge the Commercial Card Account for all Purchases and Cash Advances made or obtained by any Commercial Cardholder or anyone you authorize to use a Commercial Card or the Commercial Card Account. You promise to pay us for all of these Transactions, plus any related Finance Charges assessed on the Commercial Card Account and any other charges and fees that you may owe us under the terms of this Account Agreement or that your Commercial Cardholders may owe us under the terms of the applicable Commercial Cardholder Agreement. Company will be obligated to pay Transactions posted to the Commercial Card Account whether resulting from (a) actual use of a Commercial Card, (b) mail order or telephone, computer or other electronic Purchases made without presenting the Commercial Card, or (c) any other circumstance where you authorize a Transaction, or authorize someone else to effect a Transaction, to the Commercial Card Account.
9. **Statements.** We will send each Commercial Cardholder a statement at the end of each billing cycle in which the Commercial Cardholder's Account reflects a debit or credit balance (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under the Commercial Cardholder Agreement, net of any payments and credits, as shown on a Commercial Cardholder's Periodic Billing Statement (such amount for each Commercial Cardholder's Account, the "New Balance") or if a Finance Charge has been imposed. An electronic statement may be made available in substitution of a paper statement upon request. Among other things, the Periodic Statement will: itemize Transactions, credits and adjustments; show any Finance Charge; and, set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date").
10. **Payments. Individual Billing.** If you select individual billing, we will bill each Commercial Cardholder for such Commercial Cardholder's New Balance (as the term "New Balance" is defined in the Commercial Cardholder Agreement), which amount is due in full, on or before the Payment Due Date. Notwithstanding individual billing, you are responsible for full payment of the New Balance on each Commercial Cardholder's Account on or prior to the Payment Due Date, independent of any agreement or program for reimbursement that may exist between you and your employee and independent of any attempts of Umpqua to bill or collect the New Balance from such Commercial Cardholder. All payments must be made in U.S. dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. The account payment must be sent to Umpqua at the address shown on your Periodic Statement.





*Central Billing.* If you select central billing, we will bill you for all New Balances regarding all Commercial Cards under Company's Commercial Card Account, and we will send Commercial Cardholders billing statements showing their New Balances as memorandum items only. You will pay Umpqua directly the total amount of all Commercial Cardholders' New Balances, as shown on your Periodic Statement.

*General Terms for Both Billing Methods.* You agree not to deduct or withhold, without our prior written approval, any amount shown as due on a Billing Statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not effect any of our rights to payment in full. You agree that payment terms set forth herein supersede any agreement with regard to payment terms established between you or any Commercial Cardholder and the seller of goods or services or any payment terms that might be imputed to you or any Commercial Cardholder and the seller under applicable law for goods or services purchased using Commercial Cards. Subject to any mandatory provisions of applicable law, all payments made on the Commercial Card Account will be applied to your balances in the Commercial Card Account in the manner we determine. In general, we apply payments to lower APR balances before higher APR balances, which means, among other things, your finance charges will increase if you make transactions that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Commercial Card Account may be delayed. If this happens, additional charges may be imposed.

11. **Cash Advances.** If you consent, a Commercial Cardholder may be able to use the Commercial Card to obtain Cash Advances.
12. **Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on the Commercial Cardholder's Billing Statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

We figure a portion of the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current transactions). To get the "average daily balance" we take the beginning balance of your Cash Advances each day (which such beginning balance includes any past due Finance Charges on Cash Advances), add any new Cash Advances, and subtract any applicable payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Cash Advances is currently **23.99%** Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to you or the cardholder. The minimum **Finance Charge** on your combined Cash Advance and Purchase balance is **\$1.00**.

We figure a portion of the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of your Purchases (excluding current transactions). To get the "average daily balance" we take the beginning balance of your Purchases each day (which such beginning balance includes any Finance Charges on Purchases), and subtract any applicable payments or credits. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Purchases is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to you or the Commercial Cardholder. The minimum **Finance Charge** on your combined Purchase and Cash Advance balance is **\$1.00**.

If we have "special" Finance Charge offers in effect from time to time, we will separately identify them on your Periodic Statement and separately disclose on your Periodic Statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as Purchases described above. Any such special Finance Charge arrangements may be forfeited if you or Company breach, or are in default under, this Account Agreement or any other agreement governing use of the Commercial Card Account, in which case the above described APRs may apply.

13. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa<sup>®</sup> USA, Inc. or its affiliates ("Visa<sup>®</sup>"), using Visa<sup>®</sup> currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa<sup>®</sup> in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. A conversion international transaction charge will be charged to the Card. In addition, an International Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S. in the amount set forth in the Pricing Information located on the final page of this agreement.
14. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to each Account:
  - (a) **Late Fee.** If we do not receive payment by the Payment Due Date shown on the Commercial Cardholder's Billing Statement, we may charge a late payment fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder's New Balance is not paid by the Payment Due Date.
  - (b) **Return Check Fee.** If a bank does not honor the check or ACH withdrawal used to pay amounts owing under a Commercial Cardholder Agreement or we must return a check because it is not signed or is otherwise irregular, we may charge a return check fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this return check fee applies to each Account for which a bank does not honor the check or ACH withdrawal used or for which we must return a check.
  - (c) **Payment by Phone Fee.** We may charge a fee if you or a Commercial Cardholder make a payment through a phone call to us in the



amount set forth in the Pricing Information located on the final page of this agreement.

We may change the Pricing Information from time to time (through disclosures posted on Umpqua's website or otherwise made available to you).

When a Commercial Cardholder uses an ATM not owned by us, there may be a fee charged by the ATM operator, Umpqua or by any network used to complete a transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged between us, any late, return check, or payment by phone will be added to the Commercial Cardholder's Purchase balance and be treated as a Purchase.

15. **Default.** You will be in default if:

- (1) you fail to comply with this Account Agreement or a Commercial Cardholder fails to comply with the Commercial Cardholder Agreement,
- (2) you fail to meet any of your other obligations to us, howsoever arising (i.e., whether related or unrelated to this Account Agreement or your Commercial Card Account), including, but not limited to any other obligations you have to Umpqua, as Borrower or Guarantor, under any note, account agreement, guaranty, business loan agreement, commercial security agreement, deed of trust or other similar loan documents,
- (3) a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against Company or any Commercial Cardholder,
- (4) in any period, we do not receive the amount due by the Payment Due Date regarding any Commercial Card,
- (5) any Commercial Cardholder exceeds his or her credit line or Company's overall credit line is exceeded,
- (6) Company is dissolved, consolidated or merged, or a change in control of the ownership of Company or any of its affiliates occurs,
- (7) any Guarantor of this Account Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Account Agreement,
- (8) any Guarantor of this Account Agreement fails to comply with any term, obligation, covenant or condition contained in its guaranty,
- (9) or we believe in good faith that the payment or performance of your or any Commercial Cardholder's obligations to us is impaired for any reason.

If you or any Commercial Cardholder is in default, Umpqua may, at its option, restrict some or all further Commercial Card Account activity. Umpqua may also, at its option, demand immediate payment of the full balance and take any available legal action. If you are in default and fail to pay any amount that you owe, then you will be liable for Umpqua's collection costs and, if the claim is referred to an attorney for collection, then you will be liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. Nothing herein shall limit our right to terminate any or all of your Commercial Card Account privileges as otherwise provided in this Account Agreement. We will not be obligated to honor any attempted use of any Commercial Card if a default has occurred regarding such Commercial Card or regarding Company's Commercial Card Account or if we have decided to suspend or terminate the Commercial Card or the Commercial Card Account privileges.

16. **Liability.** Company shall be liable for all Purchases, fees, Cash Advances and other charges incurred or arising by virtue of the use of Commercial Card Account whether or not authorized. The Program Administrator shall notify Umpqua by telephone (with written confirmation) of the termination of employment of any Commercial Cardholder or any lost or stolen Commercial Card. Based upon Standard Industry Classifications ("SIC") or Visa<sup>®</sup> Merchant Category Codes ("MCC") and as agreed to by Company, Umpqua shall consider requests to establish charge authorization procedures in order to cause certain transactions to be refused or denied. Umpqua may monitor transaction activity in order to assist Company in detecting transactions which are outside of usage procedures established by Company or Authorized Officer; provided, Company will bear any incremental costs borne by Umpqua to monitor transaction activity and assist Company in detecting such transactions, including allocated cost of personnel needed to administer such functions, and provided that Umpqua shall have no liability regarding any alleged failure on its part to detect any detecting transactions which are outside of usage procedures established by Company or otherwise unauthorized or improper.

17. **Billing Disputes.** Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua at the address indicated in paragraph 'Notice and Communication. Be advised that oral communications with us regarding disputed charges or billings may not preserve your rights. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them and waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with a Commercial Card, and billing errors on your Periodic Statement. Umpqua will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but it will not be responsible for resolving or correcting them.

18. **Notice and Communication.** We will send statements and any other notices to Company at the address shown in our files. Our notice may



refer you to a link on our website, in which case you hereby agree to access such link and read the content on the webpage to which it directs you, or else contact us to receive a hardcopy of such notification and then read it. Company agrees to inform us promptly in writing of any change in address. We may, in our discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Umpqua must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling us at 1-866-777-9013. If you have a dispute with us, please be advised that contacting us verbally may not preserve your rights.

19. **Internet Access and Account Information.** Umpqua may permit you to access certain information regarding your Commercial Card Account via the Internet and may provide certain advance reporting regarding your Commercial Card Account. Such Internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and you hereby agree to be bound thereby. Umpqua may, in its sole and absolute discretion, at any time and without prior notice, discontinue providing you with Internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. UMPQUA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA. If Umpqua elects to provide you with access to certain information regarding your Commercial Card Account via the Internet or provides any advance reporting regarding your Commercial Card Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and Company agrees to accept full liability for any changes made to the Commercial Card Account using these internet services.
20. **Proprietary Information.** Umpqua considers the Commercial Card program to be a unique service involving Umpqua's proprietary information. Company agrees that Commercial Card program reports, manuals, documentation (including, without limitation, this Account Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
21. **Renewal; Termination.**
- (a) Following the expiration of the Initial Term, this Account Agreement will automatically renew for successive Renewal Terms unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current term or unless earlier terminated pursuant to Section 21.
  - (b) At any time without cause, either party may terminate this Account Agreement with 90 days prior written notice; provided, however, that if Company terminates this Account Agreement pursuant to this Section 21(b), Company shall pay an amount equal to (i) \$5,000 if terminated during the first six months of the Initial Term or \$2,500 if terminated during the sixth through eighteenth month of the Initial Term, plus (ii) a pro rata (based on the number of months remaining in the Initial Term at termination divided by the total number of months in the Initial Term) portion of any signing bonus, incentive or rebate provided to Company upon commencement of this Account Agreement.
  - (c) Umpqua may immediately terminate this Account Agreement if Company fails to pay any amount due hereunder, is in default or otherwise breaches any of its obligations hereunder.
  - (d) All Commercial Cards and related Accounts shall be deemed canceled effective upon termination of this Account Agreement.
- Upon termination of this Account Agreement, Company shall instruct all Commercial Cardholders to return all Commercial Cards, cut in half, to Company, and Company shall thereafter be responsible for returning all Commercial Cards to Umpqua. Company and the Commercial Cardholders shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Commercial Card prior to the termination date.
- Umpqua shall have the right to suspend all services and its obligations under this Account Agreement in the event that the amount due from Company, as the result of Purchases, fees, Cash Advances and other such charges, exceeds the credit limit established by Umpqua.
- Upon the termination of this Account Agreement, all amounts outstanding on the Commercial Card Account shall be immediately due and payable, without further demand or notice.
- The provisions of this Account Agreement shall survive termination of this Account Agreement as their context may naturally dictate.
- Notwithstanding the foregoing or any other provision in this Account Agreement, we may limit, suspend, or terminate your privileges under this Account Agreement or the privileges of any Commercial Cardholder under a Commercial Cardholder Agreement (and list the Commercial Card and the Commercial Card Account in warning directories) at any time without notice or liability.
22. **Credit Worthiness.** Umpqua reserves the right to:
- (a) Determine the creditworthiness of Company periodically by obtaining financial statements from Company;
  - (b) Request a guaranty of payment, pledge of collateral, or other similar security from Company or its subsidiaries or affiliates based on the review of Company financial statements;
  - (c) Approve or decline the issuance, renewal, or replacement of a Commercial Card to any person at our sole discretion;
  - (d) Cancel, suspend or limit spending on any Commercial Card at any time for any reason or no reason, subject to the notice requirements set forth in the Termination section of this Account Agreement.



23. **Warranties.** Company warrants that:
- (a) This Account Agreement constitutes a valid, binding and enforceable agreement of Company;
  - (b) The execution of this Account Agreement and the performance of its obligations under this Account Agreement are within Company's powers; have been duly authorized by all necessary action; and do not constitute a breach of any agreement of Company with any party;
  - (c) The execution of this Account Agreement and the performance of its obligations under this Account Agreement will not cause a breach by it of any duty arising in law or equity or otherwise; and
  - (d) Company is solvent and possesses the financial capacity to perform all of its obligations under this Account Agreement.
- Failure of any of the above representations and warranties to be true and correct in all respects during the term of this Account Agreement shall constitute a breach of this Account Agreement, and Umpqua will have the right, upon notice to Company, to immediately terminate this Account Agreement and all amounts outstanding hereunder shall be immediately due and payable, without further demand or notice.
24. **Collateral.** This Account Agreement shall be secured by any and all personal property that you have granted to Umpqua under any security agreement securing other Notes from you to Umpqua, except for titled vehicle. However, in no event shall the obligations of the Company under this Account Agreement be secured by real property of any cross-collateralization provision to the contrary in any commercial loan documents between Company and Umpqua.
25. **Financial Information.** Umpqua may elect to defer to Financial Information contained within an active Commercial Borrowing Agreement between the Company and Umpqua. If Company does not have an existing Commercial Borrowing Agreement with Umpqua, then Company shall deliver to Umpqua as soon as available, and in any event not later than One hundred and twenty (120) days after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants selected by Company. If audited financials are not available, bank at its sole discretion, may accept reviewed or prepared financial statements. Company further agree to provide to Umpqua from time-to-time, such other information regarding the financial condition of Company as Umpqua may reasonable request. You hereby authorize Umpqua to request credit reports in connection with the issuance and use of the Commercial Cards. Information concerning your credit history with Umpqua may be furnished to consumer reporting agencies or others who may properly receive that information.
26. **Unauthorized Transactions.** We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or PINs. You will promptly notify us of any actual or suspected breach of security or unauthorized activity involving the Commercial Cards or the Commercial Card Account (whether or not involving your employees). Company must establish, maintain, and follow commercially reasonable security procedures regarding the Commercial Cards and Commercial Card Account.
27. **Trademarks.** Company and Umpqua each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Company and Umpqua each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.
28. **Amendment.** We can amend this Account Agreement at any time upon notice. Subject to the requirements of applicable law, any amendments to this Account Agreement will become effective at the time stated in our notice and unless we specify otherwise, the amended terms of this Account Agreement will apply to all outstanding unpaid indebtedness in the Commercial Card Account relating to your Commercial Card usage as well as new transactions. Use of any Commercial Card by a Commercial Cardholder after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Account Agreement.
29. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Account Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
30. **Non-Waiver.** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting to have the same effect without losing or in any way impairing any of our rights. We can also delay enforcing our rights for any length of time and for any number of times without losing or in any way impairing those or any other of our rights. The fact that we may at any time honor a Purchase or Cash Advance in excess of a credit line does not obligate us to do so again, nor does it waive any of our rights or remedies regarding any breach of this Account Agreement. Without limiting the foregoing, the delay or failure of Umpqua to exercise any right, power or option, or to insist upon strict compliance with any term of this Account Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Account Agreement, nor a waiver of that or any other breach thereof, nor a waiver of our right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Umpqua unless it is expressly stated in a writing signed by Umpqua.
31. **Survivability of Payment Obligations, Rights and Remedies.** The obligation of Company to make payments as herein set forth, shall continue until fully performed. Rights, obligations or liabilities which arise prior to the suspension or termination of this Account Agreement shall survive the suspension or termination of this Account Agreement, including any rights Company or Umpqua may have with respect to each other arising out of either party's performance of services or obligations prior to the expiration or termination of this Account Agreement.



32. **DISCLAIMER.** UMPQUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO COMPANY OR ANY COMMERCIAL CARDHOLDER WITH RESPECT TO THIS ACCOUNT AGREEMENT OR ANY COMMERCIAL CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL UMPQUA SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) UMPQUA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) UMPQUA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (III) UMPQUA WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THIS ACCOUNT AGREEMENT, AND SUBJECT TO APPLICABLE LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD UMPQUA HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF ANY COMMERCIAL CARD, THE COMMERCIAL CARD ACCOUNT, THIS ACCOUNT AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
34. **Governing Law.** This Agreement and your Card will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.
35. **Venue.** If there is a dispute or issue relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion.
36. **Assigns & Successors.** You may not assign, in whole or in part, any Commercial Card, the Commercial Card Account, or this Account Agreement to any other person or entity. We may at any time(s) assign, in whole or in part, the Commercial Card Account, any sums due on the Commercial Card Account, this Account Agreement. The person(s) or entity(ies) to whom we make any such assignment shall succeed to our rights and/or obligations under this Account Agreement to the extent assigned. Except as otherwise provided in this Account Agreement, it shall be binding upon the parties' successors.
37. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity. To the extent permitted by applicable law, Umpqua reserves a right of setoff in all Company accounts with Umpqua (whether checking, savings or other account), including all existing accounts and all such accounts that may be opened in the future. Company authorizes Umpqua, to the extent permitted by applicable law, to charge or setoff all sums owing on the Commercial Card Account against any and all such accounts, and, at Umpqua's option, to administratively freeze all such accounts to allow Umpqua to protect Umpqua's charge and setoff rights provided in this paragraph or otherwise.
38. **Entire Agreement.** This Account Agreement, along with the related credit application documents, and other related agreement(s) is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
39. **Confidentiality.** We will disclose information to third parties about your account or the transactions you make in order to process transactions or otherwise perform our obligations under this Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or to comply with government agency or court orders, or if you give us your written permission.

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.**



### PRICING INFORMATION

Interest Rates and Interest Charges	Purchase Annual Percent Rate (APR)	A fixed APR, currently 21.99%
	Cash Advance APR	A fixed APR, currently 23.99%
	Balance Calculation Method	Average Daily Balance (Including new purchases)
	Minimum Interest Charge per Billing Cycle	\$1.00 unless Average Daily Balance for combined Purchases and Cash Advances is zero
	Payment Due Date	We will not charge you interest on purchases if you pay your entire balance by the due date as outlined below. We will begin charging interest on balance transfers, cash advances, and overdraft advances on the transaction date. <i>Monthly Cycles:</i> Your due date as shown on your Periodic Statement will be a minimum of 25 days after the close of each billing cycle. <i>Weekly or Bi-weekly Cycles:</i> Your due date as shown on your Periodic Statement will be 5 days after the close of each billing cycle. Automatic payment required. <i>Daily Settlement</i> requires automatic payment of your daily balances with no grace period.
Fees	Balance Transfer	Not available
	Cash Advance	Either \$15 or 5% of the amount of each transaction, whichever is greater
	International Transaction	2.00% of transactions made outside the U.S., in either foreign currency or U.S. dollars, using an Umpqua Bank card
	Late Payment	\$15 if the balance is less than \$100; \$35 if the balance is \$100 or more
	Payment by Phone	\$10
	Return Payment	\$35
	Return Check	\$35
Custom Card Design Fee	\$500 one-time setup fee; fee waived with a minimum of \$2MM in annual card program spend	

The information listed above is correct as of September 26, 2017 and is subject to change at any time without prior notice. To receive the most recent information, please write to Umpqua Bank, PO Box 1952 Spokane, WA 99210-1952 or access Umpqua's website at [www.umpquabank.com/disclosures/](http://www.umpquabank.com/disclosures/).

### COMPANY

AUTHORIZED SIGNER

AUTHORIZED SIGNER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

### UMPQUA BANK

ASSOCIATE SIGNATURE

ASSOCIATE NAME

ASSOCIATE TITLE

DATE

This agreement requires a minimum of one (1) signature by an authorized signer of the company. Any and all signers must be authorized to sign on behalf of the company.



**COMMERCIAL CARD  
REBATE AGREEMENT**

\_\_\_\_\_, referred to henceforth as "Company", shall be eligible for rebates according to the rebate parameters set forth below. Annual sales volume will be calculated as eligible<sup>1</sup> purchases less returns, credits, and cash advances. Rebates are net of all fraud and credit losses and, upon a termination event, net of the full outstanding balance due from any participating entity under this rebate program and any other commercial card program between Umpqua Bank (the "Bank") and Company. The bank reserves all rights of setoff under applicable law.

**Rebate Terms**

Because Company has entered into a Commercial Card Agreement with Umpqua Bank, the Bank shall complete rebate calculations as follows:

1.0 % on all annual Commercial Card spend exceeding \$1.00

An additional 0.10% will be paid to CALIFORNIA SPECIAL DISTRICTS ASSOCIATION as part of Company participation in this program.

**Rebate Payment**

**The rebate payment shall be paid:**

YEARLY\* Within thirty (30) days after the end of year

\*Notwithstanding anything to the contrary contained in the Commercial Card Agreement, Company shall be required to commit to a twelve (12) month non-cancelable term ("Term") under the Commercial Card Agreement. The Term shall commence upon the later date of this Commercial Card Rebate Agreement. Any termination prior to the end of the Term shall result in loss of any accrued rebate amounts.

**The rebate will be automatically paid as follows**

A rebate credit to the billing account or credit card account of business choice

OR

\*Direct deposit into bank account number: \_\_\_\_\_ ABA Routing: \_\_\_\_\_

\*Company acknowledges that the origination of ACH transactions to our account must comply with applicable provisions of U.S. law and further agrees to be bound by the NACHA Operation Rules.

Unless as otherwise specified herein, this Rebate Program is subject in all respects to the Commercial Card Agreement between Company and Umpqua Bank. Any conflict between the Rebate Program and the Commercial Card Agreement shall be resolved in favor of the Commercial Card Agreement. Company account(s) must be in good standing in any year/quarter the rebate is paid. The Bank reserves the right to change these terms without advance notice, including termination of the rebate program. Commercial Card Account must be open and active at the time of payout, defined as average sales volumes for the trailing month no less than 75% of same month prior year.

**Commercial Card Company Authorization**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Bank Name: Umpqua Bank  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## CSDA Commercial Card Services:



Contact: Vanessa Ryan, Vice-President  
Commercial Relationship Manager  
916-724-1214  
vanessaryan@umpquabank.com

Sandy Rasmussen  
Treasury Management Consultant  
916-774-3934  
sandyasmussen@umpquabank.com





# Card Solutions for CSDA Members



Umpqua Bank is excited to offer our commercial card program to CSDA and it's member districts\*

- Use the card for purchasing, travel, vendor payments, and/or fleet
- Earn **at least 1%** cash back rebate on all spend and benefit CSDA through the use of the card
- Enjoy all the benefits and solutions related to the card program

\*Subject to approval. Certain terms and conditions apply



# Card Configuration Options

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- Cards can be configured to meet any and all needs
  - Travel & Expense Cards (merchant categories can be customized)
  - Purchasing Cards (including Virtual Cards if needed)
  - Fleet Cards (restricted to only fuel purchases)
  - Declining Balance or Project Cards
  - Billing sublevels can be created to group cards
  
- Choose from month end billing or 4 additional monthly billing cycles. Weekly or Bi-weekly billing is also available
  
- Visa Fraud protection, traveler benefits, and purchase protection all at no extra cost

# Program Administration Functions

Program Administrators can make changes in real-time:

- Assign access to as many admins as needed (full access, reporting only, payments)
- Manage individual cardholder limits (temporary or permanent)
- Dispute transactions (if needed)
- Establish card blocks or close cards
- View and download statements and transaction details
- View authorizations and pending transactions
- View, sort, customize, and download transaction reports and detail
- Spend Controls limit card holder activity through:
  - Merchant Category Code (MCC) restrictions at the company or card level
    - Allow or deny spend at specific business types
  - Per transaction controls by \$ and/or by MCC
  - Daily, weekly, or cycle caps on #, \$, or types of transactions

# Optional Expense Management

Optional Expense Management and Reporting System that provides:

- Cardholder expense reporting
  - View and categorize all transactions
  - Cash reimbursement option
  - Mobile receipt imaging available
- Expense report approval workflows
- Administration access to all card accounts
- Initiate cardholder communications
- Customized to your company's accounting structure and coding requirements
  - General Ledger names and codes
  - Up to 8 custom financial segments
- Data analysis and extract reports
- Upload transaction detail to your accounting software or ERP solution
- Receipt imaging capabilities

# Optional Visa Payables Automation

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The Umpqua Bank Visa Payables automation provides a secure portal automates payables to suppliers and vendors through a card based payments solution

- Integration or file upload capability from AP or ERP solution
  - Suppliers receive electronic and downloadable invoice details with each payment
- Payment through single use or assigned (lodged) cards to each vendor
  - Authorization controls required exact dollar matching for all transactions
- Reconciliation reports created and delivered based on client schedule or pulled ad-hoc
- Workflows provide additional security and controls

# Key Differentiators

- Each District relationship is independent, unique, and direct between the district and Umpqua Bank
- Rebate is competitive to state competitors while benefiting CSDA through a revenue sharing partnership
- Show your CSDA pride with a custom CSDA plastic and your district's name and cardholder name embossed on the plastic



# Implementation Process

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1. Contact Vanessa Ryan at 916-724-1214 or email [vanessaryan@umpquabank.com](mailto:vanessaryan@umpquabank.com) or contact our card team directly at 866-472-0368 or [Creditcards@umpquabank.com](mailto:Creditcards@umpquabank.com) to discuss your card needs
2. Umpqua Bank will work with district to determine card product solutions, approve appropriate limit, and execute documentation
3. From completed application to cards in hand is usually less than 3 weeks
4. Additional services like expense management or payables will have individual implementation timelines
5. Umpqua Bank will provide training to district administrators and users and provide ongoing support and service for all solutions



# Frequently Asked Questions

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- Q: How does my district enroll / where can I find forms or more information
- A: Contact Umpqua Bank directly – Vanessa Ryan at 916-724-1214 or our card group at [Creditcards@umpquabank.com](mailto:Creditcards@umpquabank.com) or 866-472-0368. Umpqua Bank will discuss and understand your district's needs, establish a solution and then provide you with the appropriate forms to be executed by the district.
- Q: Is there a minimum size or maximum size of program?
- A: No. We welcome the largest districts and the smallest. Generally to get benefit the district should have at least \$200,000 in annual spend on the card
- Q: What are the fees associated with this program?
- A: Generally there are no set up, per card, or program fees. Late fees and finance charges could apply if the card is not paid timely and there may be transaction fees for international, cash advance, and over limit activity. All fees are disclosed on the application and Agreement.
- Q: What is the interest rate to carry a balance on the card?
- A: Balances must be paid in full each month. If not paid there is a 21.99% penalty rate





# Frequently Asked Questions

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Q: How frequently is rebate paid? Do I earn it on all transactions? Can I get miles or points instead?

A: Rebate is paid annually in January for the prior calendar year. Rebate is earned on all transactions and can be paid via check or a direct deposit to an Umpqua Bank Account. There is no option currently for points or miles.

Q: How does CSDA benefit from a district's use of the card

A: Umpqua Bank pays CSDA 10 basis points (0.10%) of all spend as a partnership



## Contacts

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Thank you for the opportunity to present our Umpqua Bank Commercial Card program.

We look forward to working with you to customize the services that will meet your needs and exceed your expectations.

**Thanks again for your time today!**



**TO:** GCSO Board of Directors

**FROM:** Rachel Pearlman and Renee Van Dyk, Administrative Services Technicians

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 6F: Approve Holding Movies in the Park, Purchase of Equipment, and Sponsorship Policy

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**RECOMMENDED ACTION**

Staff recommends the following action:

*I Move to Approve Holding Movies in the Park, Purchase of Equipment, and Sponsorship Policy*

**BACKGROUND**

GCSO staff would like to volunteer their time to host Movies in the Park twice a month from Memorial Day through Labor Day showing a variety of family friendly movie selections. Staff believes that a summer movie series in Lower Mary Laveroni Park hosted by GCSO is an opportunity for the District to engage and bring the community together in a very positive and constructive way. It is also an opportunity for the District to engage and build partnerships with area volunteer groups such as the ROOFBBS, The Groveland Rotary Club, Southside Community Connections, Groveland Chamber of Commerce, Helping Hands, and Pine Mountain Lake, etc.

Staff has developed an operational plan with the goal of making this event self-sustainable through a community sponsorship program, as well as donations. Included with this submittal is the equipment/supplies list desired for the proposed event, proposed sponsorship policy and agreement.

**ATTACHMENTS:**

1. Equipment/Supplies List
2. Proposed Donor/Sponsorship Policy
3. Proposed Donor/Sponsorship Application & Agreement

**FINANCIAL IMPACT:**

Movies in the Park has the potential to be fully funded through a sponsorship program, as well as donations from Groveland/Big Oak Flat business owners and residents. By purchasing equipment for the concession stand, the District also has the opportunity to increase park revenue. The concession equipment could be made available to the public, for a fee when renting the park facilities for events or gatherings.

# Movies in the Park

## Equipment and Supplies List

Item Needed	Item Cost
Double Sided Banner	\$254.14
Licensing and Royalty Fees	\$2,500.00
1080p Projector	\$249.99
9 x 16 Projector Screen	\$339.95
Sony Blu Ray Player	\$68.00
Popcorn Machine	\$229.95
Cotton Candy Machine	\$219.99
Hot Dog Roller	\$100.00
Snowie Shave Ice Maker	\$197.00
Nacho Cheese Dispenser	\$395.38
Industrial Shelving Unit	\$59.99
<b>TOTAL</b>	<b>\$4,614.39</b>

Groveland Community Services District  
**POLICY HANDBOOK**

**804.6 Donor/Sponsorship Policy**

**GUIDELINES FOR FACILITY, SITE AMENITY, EQUIPMENT OR PROJECT SPONSORSHIP**

**804.6 Policy:**

- i) It is the Policy of the Groveland Community Services District to accept donations for facilities, site amenities, equipment, and to recognize donors who make such donations.

**804.7 Purpose and Need:**

- i) The purpose of this Policy is to set forth guidelines for the solicitation of new donor opportunities within the District. These guidelines are necessary for the following reasons:
  - (a) To establish a consistent procedure for solicitation of donors by the District;
  - (b) To encourage solicitation of donor opportunities such as facility or site amenity sponsorship;
  - (c) To empower District staff to raise funds for facilities, site amenities, and community events;
  - (d) To ensure conformance and compliance with existing District policies and procedures.
- ii) Sponsorship means funds, products or services provided by a company or individual to the District, in consideration of the opportunity for the company or individual to promote its name, product or service, or to recognize an individual in conjunction with a District facility, site amenity, equipment or project.
- iii) Donor means a company or individual who provides the District with funds, products or services.
- iv) Donor/Sponsorship Agreement means that agreement between the District and the Donor/Sponsor that details the form, type and duration of any donor recognition.
- v) District means Groveland Community Services District.
- vi) District General Manager means District General Manager or his/her designee.

**804.8 General Principles:**

- i) The District acknowledges that donors may assist the District in the development of facilities, site amenities, equipment or projects where such sponsorships are mutually beneficial opportunities and consistent with all applicable policies and ordinances set by the District. Under the conditions of this policy, District staff may solicit such donor opportunities for the District.
- ii) Donor opportunities will assist in meeting the cost of projects initiated by the District.

- iii) Donor opportunities will completely cover all costs associated with discretionary projects, or projects initiated or proposed by the donor. This shall include any design, permitting or administrative costs associated with the donation.
- iv) Any recognition of funding agencies supplying funds as a result of a specific grant application shall be as detailed in the Grant Agreement and contract.
- v) At all times, recognition for donors must be evaluated to ensure the District is not faced with undue commercialism and is consistent with the scale of each partner's contribution.
- vi) Donor sponsorships in excess of twenty five thousand dollars (\$25,000) shall require approval from the Board of Directors.
- vii) Donor sponsorships for projects that cannot be objectively specified or evaluated (for example, a public art project) shall require approval of the Board of Directors.

#### **804.8 Restrictions on Donor Sponsorships:**

- i) In general, the following organizations, individuals and products are not eligible for sponsorships with the District:
  - (a) Adult book and retail stores
  - (b) Companies whose business is substantially derived from the sale or manufacture of tobacco products.
  - (c) Alcoholic beverages when the targeted beneficiaries of the marketing partnership are youth under the legal drinking age.
  - (d) Parties involved in a law suit with the District.
  - (e) Parties in arrears on monies owed to the District exceeding ninety days.
  - (f) Parties involved in any stage of negotiations for a District contract unless the contract is directly linked to a partnership opportunity.
- ii) The District may elect to enter into partnerships with restricted partners when it is deemed appropriate for the project.

#### **804.9 Donor Recognition:**

- i) The following are examples of available opportunities and are for example only. All of the following are subject to negotiation and are to be viewed in the context of District standards established for each particular use:
  - (a) Recognition rights at a specific facility, site amenity, equipment or project (style, format and duration as per donor agreement).
  - (b) Donor signs and plaques (quantity, size, design, location and duration as per donor agreement).
  - (c) Acknowledgement in news releases and media, including the use of TV, radio, other media outlets and the District Web Site. Recognition in the media and the District Web Site by the District thanking the donor is limited to listing the donor name, telephone number, address, logo and acknowledging the facility, site amenity, equipment or project that the donor supported.
  - (d) Other opportunities shall be considered on a case-by-case basis.

- ii) The form, type and duration of any donor recognition, and the required donation for said recognition, shall be clearly detailed in the Donor Agreement.

**804.10 Selection of the Appropriate Donor:**

- i) District staff may solicit potential donors for facilities, site amenities, equipment or projects.
- ii) Priority for donor opportunities will be assigned, in order, to lessees of the District, businesses and individuals in Groveland and Big Oak Flat, and businesses and individuals outside the above described area.
- iii) If a donation is unsolicited, the General Manager will approve the donation, deny the donation, or approve the donation with conditions. If the donation is denied or approved with conditions by the General Manager, and the donor does not agree with the General Manager's decision, the donor can appeal the General Manager's decision to the GCSD Board of Directors. The Board of Directors decision is final.
- iv) The donor selection shall be impartial.
- v) No donor participating in the sponsorship program will receive any preferential treatment for the donation other than recognition, as detailed in the Donor Agreement, from the District as a result of the participation in the sponsorship program.

**804.11 Donor Agreements:**

- i) The respective obligations of the sponsor and the District shall be set forth in a written agreement, subject to legal review. An approved sample of such an agreement may be obtained from the District.
- ii) Each agreement for recognition for a donation to a facility, site amenity, equipment or project shall be for a period not to exceed the useful life of the facility, site amenity, equipment or project, as determined by the Facilities Manager, but in no circumstance shall exceed ten years.

**804.12 Reports:**

- i) In January of each year, the District shall report to the Board of Directors on the status of any and all Sponsorship Agreements.
- ii) Each report shall include donor name; donation amount; facility, site amenity, equipment or project to which the donation was made; and term of the donor recognition.



## GROVELAND COMMUNITY SERVICES DISTRICT DONOR/SPONSORSHIP APPLICATION FORM

ORGANIZATION OR INDIVIDUAL'S NAME	AUTHORIZED CONTACT	TELEPHONE	FAX
STREET ADDRESS		EMAIL	OTHER CONTACT INFO
CITY, STATE, ZIP		FEDERAL TAX ID NUMBER	NUMBER OF YEARS IN BUSINESS
TYPE OF ORGANIZATION (CHECK ONE): <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TRUST			
BANKING REFERENCE		CONTACT PERSON	PHONE NUMBER
SUPPLIER/VENDOR REFERENCE		CONTACT PERSON	PHONE NUMBER
PLEASE LIST/DESCRIBE THE SPONSORSHIP OPPORTUNITY YOU ARE APPLYING FOR (ATTACH ADDITIONAL PAGES IF NEEDED)			
PLEASE LIST/DESCRIBE THE MEDIA ATTACHED TO THIS FORM AND HOW IT IS INTENDED TO BE USED IN THE SPONSORSHIP OPPORTUNITY (ATTACH ADDITIONAL PAGES IF NEEDED)			
PLEASE LIST HERE IF THE FUNDS ASSOCIATED WITH THE SPONSORSHIP ARE TO BE RESERVED FOR A SPECIFIC PURPOSE OR PROGRAM. IF THEY ARE NOT RESERVED HERE THEY WILL BE CONSIDERED UNRESERVED AND SHALL THEN BE ACCESSIBLE FOR USE BY THE DISTRICT AS OUTLINED IN ITEM 1(B) IN THE PROCESS SECTION OF THE SPONSORSHIP GUIDE (ATTACH ADDITIONAL PAGES IF NEEDED)			

PLEASE ANSWER THE FOLLOWING QUESTIONS BY INITIALING NEXT TO "YES" OR "NO":

1. HAVE YOU FULLY READ AND UNDERSTAND THE GROVELAND COMMUNITY SERVICES DISTRICT'S SPONSORSHIP POLICY?	YES ___	NO ___
2. ARE YOU THE AUTHORIZED PARTY PERMITTED TO ENTER INTO A LEGAL BINDING FINANCIAL AGREEMENT?	YES ___	NO ___
3. DOES YOUR COMPANY OR PRODUCT(S) MEET ALL GCSD'S ADVERTISING QUALIFICATIONS AND ARE THEY FREE FROM ANY DISCRIMINATING CONTENT?	YES ___	NO ___
4. HAVE YOU PROVIDED A SAMPLE COPY OF THE LOGO OR MEDIA TO BE ADVERTISED WITH AN APPROVED APPLICATION?	YES ___	NO ___
5. DO YOU FULLY AGREE THAT THIS SPONSORSHIP PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OF YOUR BUSINESS, PRODUCTS, OR VIEWS OF THE APPLICANT?	YES ___	NO ___
6. DO YOU AGREE AND UNDERSTAND THAT YOU MAY NOT USE THE GCSD'S, DISTRICT BUILDINGS OR GROUNDS, OR DISTRICT EMPLOYEES TO ADVERTISE OR ENDORSE THE PRODUCTS AT ANY TIME OTHER THAN THE LOCATIONS APPLIED FOR IN THIS APPLICATION, AND THAT FAILURE TO DO SO IS GROUNDS FOR IMMEDIATE TERMINATION OF THE SPONSORSHIP AND YOU AGREE TO WAIVING ALL RIGHTS AND FINANCIAL COMPENSATION FOR FAILURE TO COMPLY?	YES ___	NO ___

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THANK YOU FOR SUPPORTING GROVELAND COMMUNITY SERVICES DISTRICT!!**

**FOR OFFICE USE ONLY**

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ PAYMENTS RECEIVED: \_\_\_\_\_

DATE REVIEWED BY ADVISORY COMMITTEE: \_\_\_\_\_  APPROVED     DENIED

NOTES REGARDING DECISION OF ADVISORY COMMITTEE (IF ANY):

AUTHORIZED CONTACT NOTIFIED OF DECISION BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_



# GROVELAND COMMUNITY SERVICES DISTRICT

## SPONSORSHIP AGREEMENT

THIS AGREEMENT, is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter the "Sponsor") and the Groveland Community Services District.

THE PARTIES AGREE AS FOLLOWS:

I. Objective of the Agreement

The Sponsor has expressed its desire to sponsor \_\_\_\_\_. The sponsorship shall be operated and shown in accordance with this agreement and the Groveland Community Services Policies, Procedures and Guidelines. In consideration for said sponsorship, Sponsor shall pay GCSD the sum of \$\_\_\_\_\_, in accordance with Section II(a) herein.

II. Performance, Role and Responsibility of the Sponsor

a. Fee Arrangement – Sponsor shall pay GCSD in accordance with the following schedule:

<u>Date Due</u>	<u>Amount</u>
Upon Signing of Agreement September 1, 20____	\$_____

- b. Sponsor shall prepare and provide to GCSD all necessary media to execute this Agreement at no cost to the District. All media is subject to review and approval of the District in accordance with the terms of this agreement and related policies, procedures and guidelines. Sponsor shall directly pay for the cost of the signage necessary to execute this Agreement in addition to the overall sponsorship amount.
- c. Sponsor understands and agrees that GCSD Policy #804.6 – Sponsorships and all rules and regulations contained therein are incorporated herein by this reference and shall be a part of this agreement and must be complied with by Sponsor.

III. Performance, Role and Responsibility of the District

In consideration of the payment of the sponsorship fee, the District shall provide the following:

- a. *Recognition rights at a specific facility, site amenity, equipment or project (style, format and duration as per donor agreement).*
- b. *Donor signs and plaques (quantity, size, design, location and duration as per donor agreement).*
- c. *Acknowledgement in news releases and media, including the use of TV, radio, other media outlets and the District Web Site. Recognition in the media and the District Web Site by the District thanking the donor is limited to listing the donor name, telephone number, address, logo and acknowledging the facility, site amenity, equipment or project that the donor supported.*
- d. *Other opportunities shall be considered on a case-by-case basis.*

IV. Term

The term of this Agreement shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.  
However, the parties reserve the right to cancel this Agreement, with or without reason or cause, on thirty (30) days written notice to the other party. Should this agreement be terminated without cause, the District shall return to Sponsor a prorated amount of the sponsorship fee paid by Sponsor.

V. Indemnifications

Sponsor hereby agrees to hold harmless, defend and indemnify the District, its officers, agents and employees from and against any and all claims, liability, demands, causes of action, damages, costs and attorney fees arising from this Agreement, and to the delivery of sponsorship hereunder, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents, or employees.

VI. Non-Endorsement/No Agency

Sponsor agrees that all written material and items in connection with this Agreement does not imply that Sponsor is endorsed by the District or any of its agents or employees and will not communicate that the District is endorsing Sponsor or its products or services in any way. Sponsor further agrees that it has no right to act on behalf of the District in any way as a result of entering into this agreement.

VII. Miscellaneous

- a. Modifications. Except as may otherwise be expressly stated in this Agreement, all modifications to this Agreement shall be in writing and signed by both parties.
- b. Waiver. The waiver of any term, provision or condition of this Agreement by either party shall not be construed to be a waiver of any other term, provision or condition.
- c. Assignability. Neither party's rights nor obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.
- d. Severability. In the event that any portion of this Agreement is held to be contrary to the law or otherwise unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue to remain in full force and effect.
- e. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by mail to the home office of the Sponsor or the District, as appropriate.
- f. District Influence. Sponsor shall not have any right or expectation of right to control or influence any district operations or decisions as a result of this agreement.
- g. "Make Good Activity". If any of the recognition activities identified in Section III hereof do not occur as contemplated due to unforeseen circumstances beyond the control of the School District, the parties may mutually agree upon a "make good activity" to compensate for the non-occurrence of the scheduled activity. Any such "make good activity" must be scheduled to occur during the term hereof.
- h. Complete Agreement. This agreement is the complete agreement between the parties hereto. This agreement supercedes any and all prior agreements, discussions or other communications of any kind.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement:

SPONSOR

GROVELAND COMMUNITY SERVICES DISTRICT

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

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

Authorized Representative

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

Printed Name: \_\_\_\_\_

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

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



## **BOARD MEETING AGENDA SUBMITTAL**

**MEETING DATE:** September 10, 2019

**SUBMITTAL PREPARED BY:** Jennifer Flores, Administrative Services Manager

**AGENDA ITEM: 6G.** Authorize Staff to Reclassify Uncollectible Billings Receivable in the Amount of \$622.02 to Bad Debt Expense

---

### **RECOMMENDED ACTION**

*Move to authorize staff to reclassify Uncollected Billings Receivable in the amount of \$622.02 to Bad Debt Expense.*

### **SUMMARY**

There are several deleted utility accounts that have outstanding balances that the District has been unable to collect for well over a year. These outstanding balances occur when proper escrow procedures have not been followed during property transfers by issuing the District with a property escrow demand. When this occurs, District staff is put in the role of a collection agent, and is not always successful at collecting balances owed from previous property owners. This doesn't occur very often, and when it does, it is usually by a non-local title company.

It is being recommended that the Board authorize staff to reclassify these uncollectible billings receivable to bad debt expense to allow the District to officially delete the accounts from utility billing.

### **ATTACHMENTS**

1. Uncollectable Billings Report

# Utility Billing

## Aging Report



User: rpearlman  
 Printed: 09/04/2019 - 9:20 AM  
 Service List: WTR,SWR,BND,MISC,PEN,BKFL,Fireflow  
 Aging Date: 09/04/2019  
 Billing Cycle: 001  
 Balance Limits: Accounts with a balance over 90 days  
 Date Type: JE  
 Account Status: Delete  
 Minimum Balance: 0.00  
 Minimum Aged Bal: 0.00  
 Sort Order: Customer Number

Account	Acct Status	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
005604-000	Delete	319.55	1.59	1.57	1.57	1.56	313.26
DOYLE CUMMINGS							
014784-001	Delete	134.43	0.67	0.66	0.66	0.66	131.78
William Ferraiolo							
015993-000	Delete	168.04	0.83	0.83	0.82	0.82	164.74
Patrick Riley							
Cycle: 001	Aged Totals	622.02	3.09	3.06	3.05	3.04	609.78
	Credit Totals	0.00					
	Totals	622.02					
Report Totals:	Aged Grand Totals	622.02					
	Credit Grand Totals	0.00					
	Grand Totals	<u>622.02</u>	<u>3.09</u>	<u>3.06</u>	<u>3.05</u>	<u>3.04</u>	<u>609.78</u>

**TO:** GCSB Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** September 10, 2019

**SUBJECT:** Agenda Item 6H. Consider Establishment of a Second Board Meeting, Held on a Quarterly Basis, to Increase Meeting Efficiency and Public Transparency for Reports, Presentations, Workshops, Management Objective Reports and Updates, and Planning Activities

---

**RECOMMENDED ACTION**

Staff recommends the following action:

*I move to Establish a Second Board Meeting to be Held on the Fourth Tuesday of the Months of January, October, April and July; for the Primary Purpose of Receiving Staff Reports and Informational Presentations, Conducting Workshops, Receiving Reports on Accomplishments and Department Activities, Updating Management Objectives and Conducting Planning Activities.*

**BACKGROUND**

The District Board of Directors has established goals and objectives for the District, and desires to have regular, routine evaluation of District direction, accomplishments, achievement of Management Objectives and other informational items. Due to the Board's desire for information and the myriad of projects, initiatives and items currently being undertaken by management to achieve the Board's goals, the District has found itself with its meetings routinely lasting more than 3 hours. The Board has set an informal goal of three hour board meetings to ensure focused discussion and informed Board actions.

Most recently, the first 60 to 90 minutes of the regular Board meeting is taken up with staff reports; primarily from the GM to keep the Board apprised of critical issues as described above. Board President Kwiatkowski and General Manager Kampa have discussed methods of meeting agenda content management to maintain our solid transparency format, while keeping the Board (and public) informed on non-action agenda items. It is recommended that the Board consider keeping the regular meeting report section discussion to a minimum, by scheduling more detailed discussion of these items in a scheduled quarterly "workshop" style meeting.

The Workshops provide many benefits above providing for more streamlined regular meetings, for example:

- Review the status of accomplishment of management objectives, consider updates and deletions, priorities, etc.
- Increased outreach to larger segments of the community by discussing specified topics (interest areas) in more detail than would normally occur in a generic staff report. This also provides a better opportunity for public education and feedback.
- Allows additional time for Board understanding and questions related to topic areas and projects
- Provides a forum for communication and leadership development in staff, through presentation of accomplishments in their respective areas of responsibility
- Provides a venue to better engage the public where we may deal with one single topic in a meeting such as sewer odors and solutions, major infrastructure project construction, Master Plan review
- Public outreach and communication including discussion of items raised in public comment of regular meetings
- Provide a forum to hear general community needs

Board members or staff can also recommend a focused workshop to deal with a particular topic of interest, allowing staff time to research, prepare and inform the Board and community. Staff is recommending a quarterly schedule beginning in October, held on the fourth Tuesday at 10 am. Depending on the estimated length of the meeting, a brief lunch break may need to be scheduled on the agenda for the particular workshop. Many items were presented in the September 2019 GM report that would be discussed in more detail at the October workshop if so desired by the Board.

**ATTACHMENTS:**

None