Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Peter Kampa, General Manager**

DATE: **September 16, 2020**

SUBJECT: **Agenda Item 4D. Adoption of a Resolution Approving a Consulting Services Agreement with SCI Consulting to Provide a Fiscal Impact Analysis, Technical Memorandum and Other Services to Necessary to Document the Cost and Value of Groveland CSD Fire and Emergency Response Services to New Land Development Projects**

RECOMMENDED ACTION:
Staff recommends the following action:
I move to Adopt Resolution 39-2020, Approval of a Consulting Services Agreement with SCI Consulting to Provide a Fiscal Impact Analysis, Technical Memorandum and Other Services to Necessary to Document the Cost and Value of Groveland CSD Fire and Emergency Response Services to New Land Development Projects.

BACKGROUND:
The GCSD Fire Department provide services within our boundaries and outside of our boundaries in accordance with our County-wide automatic and mutual aid agreement. Over the past two years we have been discussing and evaluating the trend of increasing land development, increasing visitors and tourism to the region, and increasing responses by our fire Department to areas outside of the district boundaries. Normally mutual/automatic aid is provided equally by departments both into and out of a fire department's jurisdiction. In the case of GCSD Fire, there are no other departments within a 45 minute response time to respond to emergencies outside of the district boundaries, therefore the GCSD Fire is expected to be and has been the first-in responder to emergencies within the region. The GCSD Fire Department is funded exclusively by property tax revenue collected from properties located within the GCSD boundaries. The County covers the cost the training officer, Fire Warden/Enforcement,/Prevention and Dispatch services.

The major concern with responses outside of our district boundaries is centered around the fact that we have only two staff in our Groveland fire station and a minimum of two staff during the winter at the CAL FIRE B station on Merrell Rd. During the summer there is normally two to three staff, but no guarantee of availability of staff at the Merrell road B

station, as those resources are under the control of Cal Fire for state purposes. During the recent Moc Fire, the Merrell Rd. station was not staffed for a significant period of time due to assignment elsewhere and the lack of resources throughout the state. During this time, our 2 personnel in the GCSD station were left with limited capabilities to respond to emergencies in the District, let alone responses far outside the District.

We have had several discussions during our Board meetings, with County administration, County Counsel and current land development project proponents about the possibility of formation of a community facilities district (CFD) to provide a means for the county to levy a special tax on the property to be developed to pay a proportional share up the cost of having the Groveland Fire Department available and responding to emergencies at the new facilities, including Terra Vi and Under Canvas. To date, the County has not committed two offering the option of CFD formation to the above mentioned projects.

The County has however requested information about the cost for GCSD Fire to provide services to the projects. We currently have data and supporting analysis to identify the total cost of operating the fire department in a manner that will allow GCSD Fire to provide service to the response area including the proposed resort projects. What we do not have is the appropriate methodology developed to appropriate cost based on the level of benefit received. The calculation is not as simple as dividing the total cost by the number of calls, as it is not the number of calls that drive the need for the number of personnel and equipment at GCSD station 78; it is paying the cost to have the department ***Available*** to respond 24x7x365, plus the cost of calls, equipment replacement, and considering the types of calls and their locations.

As we are aware, there is a significant cost to have the Groveland fire Department available to provide services within the district, outside the district within the mutual aid response area, and to areas outside the mutual aid response area. There is a currently unrealized cost for equipment/apparatus replacement and to provide adequate staffing coverage to ensure that GCSD Fire can respond safely to medical emergencies, fires and hazardous situations in an appropriate, timely manner even when our equipment and personnel are tied up on a response 45 minutes from the station. The Board has adopted a 14 minute response standard within the District, which is used in establishing department staffing levels and locations. There is also a smaller direct cost associated with response to an incident such as fuel, supplies and wear & tear on the equipment. All of these current and necessary future costs, estimated at approximately $2.3 million in 2020/21, need to be taken into consideration in establishing the cost and value of fire and emergency response service provided.

The District requested that both Terra Vi Lodge and Under Canvas evaluate the fiscal and operational impact on GCSD Fire services in their respective project EIRs. The Terra Vi Lodge EIR included a fire services impact study which estimated the cost of a hypothetical number of calls by GCSD fire to their facility, calculated by dividing only the annual CALFIRE contract cost by the hypothetical 11 calls per year. The study did not calculate the cost of staffing and equipment to provide coverage of the GCSD district proper while responding to their calls which involve long travel times. The Impact Study also did not include equipment replacement costs in their calculation, nor the cost of fuel, insurance, propane, the fire station, supplies or the increased cost of fuel or vehicle wear due to long travel times. The Under Canvas EIR did not address impacts to GCSD Fire. In a cooperative effort to calculate the fire service costs accurately and in advance of County Planning Commission consideration of project approval, management proposes that we take the initiative to immediately conduct the proper evaluation with District funds.

The District is under contract with SCI Consulting for the development of the proposed fire special tax, and has been consulting with SCI for professional expertise in evaluating the applicability of Community Facilities Districts and other mechanisms to provide funding for fire services to areas outside the GCSD boundaries. It is proposed that we contract with SCI for the (Fire Services) Fiscal Impact Evaluation detailed in the attached proposed agreement. This evaluation will result in a technical memorandum that will calculate and support the cost, on a per-unit basis, to provide fire and emergency response services outside the District while maintaining service standards established for and expected by residents, taxpayers and visitors within the GCSD boundaries. This calculated cost and its supporting methodology can then be applied to calculate CFD or service contract amounts attributable to new and existing land uses outside the GCSD boundaries, and for future GCSD levied taxes and/or assessments.

ATTACHMENTS:

1. Consulting Service Agreement with SCI
2. Resolution 39-2020

FINANCIAL IMPACT:

Not to exceed $5000 and expected to be covered within the adopted 2020/21 budget

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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on August 12, 2020 between the **Groveland Community Services District** ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall provide a project-specific fiscal impact analysis, technical memorandum, and related consulting services to the District (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. **Payment.** In exchange for the Work, Consultant shall be compensated at the hourly bill rate of $220 for Blair Aas (Director of Planning Services). Customary incidental expenses including mileage and other out-of-pocket costs shall be billed as incurred. Total fees for the project shall not exceed $5,000 without prior authorization from the District. Consultant shall submit monthly invoices to the District for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.

3. **Term.** This Agreement shall take effect on August 12, 2020 and shall continue in effect until completion of the Work.

4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

5. **Insurance.**

   a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	$2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	$2,000,000 per claim

   b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

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c. **Proof of Insurance.** Upon request, Consultant shall provide to the District proof of insurance.

6. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless The District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by willful misconduct of or by Consultant or its employees, agents and subcontractors.

7. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. **Independent Contractor.** Consultant's relationship to the District is that of an independent contractor.

9. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.

10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

11. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. **Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a.) enforce performance of the Agreement by Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. **Cancellation.** The District or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall

still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

Accepted:	**Accepted:**
By: _____	By: DocuSigned by: Blair Aas F7E2852212BD43F...
Name: _____	Name: Blair Aas
Title: _____	Title: Director of Planning Services
Date: _____	Date: 8/31/2020

Angela Pagtalonia

SCI Consulting Group

Controller

DocuSigned by:
Angela Pagtalonia
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8/31/2020

RESOLUTION 39-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A CONSULTING SERVICES AGREEMENT WITH SCI CONSULTING TO PROVIDE A FISCAL IMPACT ANALYSIS, TECHNICAL MEMORANDUM AND OTHER SERVICES TO NECESSARY TO DOCUMENT THE COST AND VALUE OF GROVELAND CSD FIRE AND EMERGENCY RESPONSE SERVICES TO NEW LAND DEVELOPMENT PROJECTS

WHEREAS, the District desires to contract with a qualified consultant for the technical expertise necessary to complete a fiscal analysis to document the cost and value District fire and emergency response services provided to new land development projects; and

WHEREAS, The district and SCI Consulting have developed an appropriate work scope proposal and agreement to complete such analysis, which is attached hereto.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District adopts Resolution 39-2020 approving a Consulting Services Agreement with SCI Consulting to Provide a Fiscal Impact Analysis, Technical Memorandum and Other Services to Necessary to Document the Cost and Value of Groveland CSD Fire and Emergency Response Services to New Land Development Projects.

WHEREFORE, this Resolution is PASSED, APPROVED, and ADOPTED by the Board of Directors of the Groveland Community Services District on September 16, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____

Jennifer L. Flores, Secretary

_____

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer 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 16, 2020.
DATED: _____