



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

September 16, 2020

10:00 a.m.

LOCATION: TELECONFERENCE - SEE BELOW

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

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

- The District offices are not open to the public at this time.
- The meeting will be conducted via teleconference using Zoom. (See authorization in the Governor's Executive Order 29-20)
- All members of the public seeking to observe and/or to address the GCSB Board may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

Computer: Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/7688070165> using a computer with internet access that meets Zoom's system requirements

Telephone: Listen to the meeting live by calling Zoom at (253) 215-8782 or (301) 715-8592. Enter the Meeting ID# 768 807 0165 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://us02web.zoom.us/j/7688070165> if the line is busy

Mobile: Log in through the Zoom mobile app on a smartphone and enter Meeting ID# 768 807 0165.

HOW TO SUBMIT PUBLIC COMMENTS:

Written/ Read Aloud: Please email your comments to board@gcsd.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email.

Telephonic / Electronic Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments by voice and in writing, and identify the cut off time for submission of written comments. Comments can be emailed in advance of the Board meeting and up to the time of Board consideration of the item during the meeting. Send email to board@gcsd.org, and write "Public Comment" in the subject line. Once you have joined the Board meeting online using Zoom, public comments can also be submitted using the Chat function while in the Zoom Meeting. In the body of the email or Chat, include the agenda item number and its title, as well as your comments. Once the public comment period is closed, comments timely received in advance of consideration of the agenda item will be read aloud

prior to Board action on the matter. Comments received after the close of the public comment period will be added to the record after the meeting.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Jennifer Flores, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or jflores@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.gcsd.org> as the place for making those public records available for inspection. The documents may also be obtained by calling the District office.

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

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)



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

TELECONFERENCE AGENDA

September 16, 2020

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 and Proclamations

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. Proclamations

i. Presentation of a Certificate of Appreciation to Staff for their Commitment to the District while working through the Moc Fire Evacuation

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 11, 2020 Regular Meeting

B. Accept August 2020 Payables

C. Waive Reading of Ordinances and Resolutions Except by Title

D. 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

5. 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.

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 a Resolution Approving a Revised Conflict of Interest Policy in Accordance with the Political Reform Act
- B. Presentation and Acceptance of Fiscal Impact Analysis Regarding Groveland CSD Fire and Emergency Response Services Provided to New Land Development Projects
- C. Adoption of a Resolution Amending the 20-21 Fiscal Year Budget to Include Funding of Not to Exceed \$80,000 for the Fire Department Tax Measure Consulting Services, Which was Previously Approved on October 8, 2019
- D. Adoption of a Resolution Authorizing Acceptance of Grant Funds Awarded Under the 2020 Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978, as Administered by CALFIRE
- E. Adoption of a Resolution Approving a Cooperative Fire Protection Agreement (Schedule A) with the California Department of Forestry and Fire Protection for the Period of July 1, 2020 to June 30, 2023
- F. Authorize District Staff to Coordinate with Tuolumne County in a Future Application to the FEMA Building Infrastructure and Communities (BRIC) Grant Program for Funding for Equipment for the Community Emergency Response Team (CERT), Fire Fuel Breaks and Communication Infrastructure Development
- G. Consideration of Options to Preserve Excellent Fire and Emergency Response Services Provided Consistent with Adopted Deployment Standards within the District Boundaries, Including the Potential Discontinuance of Emergency Response Services Outside of the Approved Tuolumne County Fire Service Providers Automatic Aid/Mutual Aid Agreement – GCSD Fire Response Area
- H. Report Regarding Application to Tuolumne County LAFCO for an Out of Area (Water) Service Agreement for the Airport Estates Development, in Advance of the Future Annexation of the Project
- I. Adoption of a Resolution Approving an Amendment to the Vehicle Use Policy to Allow for Modified Conditions and Uses in the Event of an Emergency
- J. Report from the General Manager and Park Adhoc Committee Regarding the Status of the Hetch Hetchy Trail Project and Approval of the Park Amenities Request for Proposals

7. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report

September 16, 2020

To: Board of Directors

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

Subject: Monthly Activity Report – August 1, 2020 to August 31, 2020

Operations:

Emergency Incident Response:

On August 6, 2020, Groveland Fire and CAL FIRE units responded to a report of a commercial structure fire at the Hungry Bear Café. Upon arriving at scene, there was light smoke coming from the front of the building. Fire crews secured utilities and located a partially extinguished grease fire in the kitchen. After fully extinguishing the grease fire, they checked for extension in the ducting and walls. Fortunately, the quick actions of the on-duty cook helped control the fire with a fire extinguisher. The restaurant's fire suppression system did not activate. The cause of the fire is determined to be excess grease build up.

On August 20, 2020, CAL FIRE responded to a vegetation fire on Marshes Flat Road X Highway 49 in Moccasin. Upon arriving at scene, there was 2 acres of grass and brush burning uphill at a moderate rate of spread with an immediate structure threat. Fire crews aggressively attacked the fire protecting the structure. Unfortunately, a slight wind shift allowed the fire to spot on the east side of Highway 49. As the fire was burning on both sides of Highway 49 threatening Hetch Hetchy and the residences on Priest Coulterville Road, CAL FIRE and Tuolumne County Sheriff's Office operated in Unified Command seamlessly. Additional resources were ordered to support an extended fire attack. Due to drawdown of fire resources in the State and fire behavior, it was determined to place an evacuation order in the Groveland, Big Oak Flat, Moccasin, Moccasin Estates, and Greely Hill areas. Notifications through the Everbridge system contacted over 3,500 residences.

Throughout the firefight, smoky conditions hampered aircraft in making penetrating water and retardant drops. Meanwhile the ground troops grinded through the day and night making a stand on Priest Coulterville Road. Additional resources began to trickle in the next several days allowing crews to go direct on the fireline. Firefighters were pushed to their limits but continued determinedly, keeping the major fire at 2800 acres. Support from GCSD to maintain water supply was key also. The cause of the fire is under investigation.



On August 21, 2020, Groveland Fire and CAL FIRE units responded to a vegetation fire in the area of Highway 120 and Elder Lane. Upon arrival, fire crews located a 10th of an acre of timber litter, burning downhill at a slow rate of spread adjacent to 19585 Elder Lane. Firefighters aggressively attacked the fire preventing any additional spread. The cause of the fire is under investigation.

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
Engine 783	1996 International, Model 15	Out of 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:

- Deck Gun Operations
- Hydrant Evolutions
- Structure Fire Evolutions
- Radio Communications
- Stokes Rope Rescue
- Self-Contained Breathing Apparatus Evolutions

Defensible Space Inspections:

Inspections: 184
Compliant: 86
Non-compliant: 98

Facility Improvements:

Renovation of the Groveland Fire Station #1 has been completed with a new fresh coat of paint. The facility looks great beautifying Downtown Groveland. Our firefighters appreciate the continued support.



MONTH - August 2020

STATION 78

Alarm Sounding	9
Odor Investigation	4
Debris Fire	0
Medical Aid	31
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	13
Smoke Check	2
Structure Fire	0
Commercial Structure Fire	1
Vegetation Fire	1
Vehicle Accident	3
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	65



Auto Aid	Given
Tuolumne County	7

(58 calls in GCSD district, 7 calls in Tuolumne County)

Last Call Logged Run # TCU 009914



BOARD MEETING AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

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

RECOMMENDED ACTION:

Staff recommends the following action:

No action required.

BACKGROUND:

This month has been filled with Fire Department JPA discussions, researching fire department fiscal impact consulting, assisting in park project RFP development, working on the Airport Estates annexation and continuing to push for state funding agreements, among many other topics on this agenda. Included for your information is our comment letter on the Rural Recreation and Tourism Grant program third comment period. This grant is an exact match for improvements we seek at the park and its related facilities.

ATTACHMENTS:

1. Prop 68 3rd Comment Letter



G.C.S.D, Services - 209 / 962-7161
Fax - 209 / 962-4943
Fire Department - 209 / 962-7891
www.gcsd.org

water • fire protection • parks • wastewater collection & treatment

18966 Ferretti Road P.O. Box 350 Groveland, CA 95321-0350

August 28, 2020

California Dept. of Parks and Recreation
Office of Grants and Local Services
Attn: Richard Rendon
P.O. Box 942896
Sacramento, CA 94296-0001

RE: 3rd comment period, Rural Recreation and Tourism Grant

The Groveland Community Services District is in opposition to significantly increasing the grant population eligibility limits from 50,000 and 80,000. This modification appears to be in direct conflict with the intent of the Proposition 68 language, which provided a distinct and rare opportunity for very small, rural communities to develop recreational projects that support the wellness and economy of disadvantaged regions of the state; areas that otherwise would not have the financial resources to plan and implement such impactful projects.

Communities of over 50,000 in population were specifically excluded from eligibility for this grant program as they typically do not meet the definition of "rural" and have significantly more access to tax and enterprise revenue. Many communities of over 50,000 population are within cities that have access to additional significant revenue sources such as sales tax and transient occupancy tax which are better suited and intended to be reinvested in tourism supporting community improvements. Special districts such as the Groveland CSD rely only on small amounts of ad-valorem property tax dollars to support community parks. Opening the Rural Recreation and Tourism grant program to communities of over 50,000, 25 times the population of Groveland, is inconsistent with the intent of Proposition 68; a bond measure strongly supported by small special districts for its rural community focus.

Sincerely,

Peter J. Kampa
General Manager



Operations Report

Month of Review: August 2020

Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Rachel Pearlman, Administrative Services Technician
- Adam Ahlsweide Operation Supervisor

Wastewater Treatment Plant Flows

Influent Totals From: August 2020	
Total	3.38 MG
High	.17 MG
Low	.02 MG
Average	.11 MG

Effluent Totals From: Plant: August 2020	
Total	3.40 MG
High	.16 MG
Low	.02 MG
Average	.11 MG

Rainfall Totals at the Sewer Treatment Plant Month of August 2020	
Year	Total Rainfall-inches
2020	0.01 (high 0.01)
2019	0
2018	0
2017	0
2016	0
Current Season Total	0.01

Wasting Totals	
Total Inches	456
Total Pounds	6764

Reclamation Totals	
PML	0
Spray Fields	0
PML Season Total	0
Spray Fields Total	0

Active Sewer Accounts: 1559

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 Water Resources Control Board
- Completed daily rounds and Lab
- Replaced Roto-Strainer Chain
- STP OSG Unit
 - The unit was rebuilt in July by staff
 - Staff used a total of 163 bags of salt for the month of July
 - Cost \$12.25 a bag – 163 bags = \$1996.75
 - Staff used a total of 34 for bags of salt for the month of August
 - Cost \$12.25 a bag – 34 bags = \$416.50
 - Monthly savings \$1580.25

Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
 - Added degreaser and odor control when needed
- Chemical flushed gravity sewer lines throughout the District for system maintenance
- Inspected and flushed problem manholes
- Hydro flushed multiple gravity lines throughout the District for system maintenance
- Cleared easement from Park to STP
- Made sewer connection @ Oak Grove Circle
- Replaced LS2 pressure transducer
- Replaced Is4 UPS batteries
- Completed Landscape maintenance around Lift Stations
- Installed temporary emergency generator at LS 7
- Began marking sewer easement in Big Oak Flat
- Repaired Manhole next to PML Hardware
- Completed Manhole inspections for LS 5, 6 and 10 Gravity lines (total of 107 manholes opened and inspected)
- Completed Lift Station breakover inspections for LS 1, 2 and 8
- Cleaned LS 6

Treated Water Department

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Aqua Lab
- Took weekly distribution samples and sent into Aqua Lab
- Performed maintenance on BC Finish Chlorine Pump

Distribution Department

- Monitored/sample Distribution Tank as needed
- 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, Highlands Pump stations (Building, Pneumatic Tank, Pumps and MCC Cabinet)
- Repaired water service leak @ BOF County Yard
- Replaced wooden meter boxes with new concrete boxes on Point View Dr
- Repaired hydrant bollard on Ferretti Rd
- Assisted Operation with Lead and Copper sampling
- Removed old A/C unit from Tank 2 and patched and painted hole
- Completed Landscape Maintenance around Tank sites
- Repaired water service leak on Hemlock
- Repaired and moved water service at PML Hardware

Meter Related Services	Total
Check/repair meter	2
Install water meter	0
Monthly Meter Restrictions	0
Meter change outs	0
Read tenant out	5
Re-Read	31
Turn off meter	4
Turn on meter	5
Test meter	19
Total Distribution Issues	66

Active Water Accounts:3256

Billed Consumption 2020		Gallons
Residential		12739361
Commercial		769891
Billed Consumption 2019		Gallons
Residential		11446618
Commercial		1107539

Construction and Maintenance

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

Maintenance

- General yard maintenance around the District amenities (mow, weed eat, trash, debris removal, limb trees ETC)
- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Continuous Corp yard cleanup
- Cleaned and secured bathrooms at the lower park
- Completed standby Generator checks
- Repaired Maintenance Building HVAC
- Truck 6- Replaced brakes, rotors, calipers, and hubs; Had alignment performed by Tire shop
- Truck 7- Repaired A/C; Replaced ball joints
- Truck 15- Replaced fouled spark plug; Repaired blower motor; Replaced mirrors
- Truck 25- Serviced
- Engine 781- Repaired pump wiring; Took to Burton's for A/C repair; Replaced cab-over rams and pump; Replaced batteries; Completed 90-day BIT inspection
- Engine 783- Started to evaluate repairs needs
- Engine 787- completed 90-day BIT inspection

- Engine 788- completed 90-day BIT inspection
- New Honda Pioneer- Picked up from dealership in Roseville and commissioned

Projects/Contract Work

- GIS Program
 - Completed Hydrants and Hydrant Valves in:
 - Unit 11
 - Unit 12
- Cartegraph Development
- Bay-Cal painting continued working on the District 2020 Building Project
- Compel Heating and Air
 - Installed HVAC at BC Treatment Plant, 2G Treatment Plant and Tank 2
- Moyle Construction
 - Replaced broken Hydrant and added new Hydrant valve on Trapper
 - Replaced 24' of sewer pipe into LS 5



Excavating around Electrical conduits



Large offset at the inlet to
Lift Station 5





Exposed pipe was replaced with new pipe

After Hour Calls

- Staff had 17 after hour calls: 11 Water 6 Sewer all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Daily Tailgate Meetings
- Weekly Safety Meetings
- Weekly Security Checks
- Weekly Vehicle inspection

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 3Bi: Presentation of a Certificate of Appreciation to Staff for their Commitment to the District while working through the Moc Fire Evacuation

RECOMMENDED ACTION:

Staff recommends the following action:

No action required.

BACKGROUND:

In consideration of the Board's direction to maintain and improve the working and family culture at GCS D, we have added a new section to the beginning of our regular meeting agendas to provide an opportunity to publicly celebrate accomplishments, work anniversaries, superior performance, retirements, promotions, or exciting happenings within the GCS D family.

The Certificates of Appreciation are to recognize the department Managers and staff for their commitment to the District. The District employees worked extensive hours through the Moc Fire Evacuation, they showed teamwork, commitment, dedication, and they made quick decisions in critical moments to divert potential disasters. The District staff showed their strengths with effective communication to each other, and by getting accurate emergency information out to the public. We are so proud of all of the staff here at GCS D but these employees deserve to be recognized for their efforts. These folks worked diligently in the fire evacuation area to ensure that our local water supply remained intact for the protection of the life and property of our customers.

In addition, the local public was kept continuously informed and assured by our Community Relations Consultant Roni Borrego and community member Bob Asquith.

ATTACHMENTS:

1. Certificate of Appreciation to Adam Ahlswede
2. Certificate of Appreciation to Luis Melchor
3. Certificate of Appreciation to Greg Dunn
4. Certificate of Appreciation to Andrew Marshall
5. Certificate of Appreciation to Al Deshaies
6. Certificate of Appreciation to Anthony Trujillo
7. Certificate of Appreciation to Tony Filippi
8. Certificate of Appreciation to Steve Buie
9. Certificate of Appreciation to Roni Lynn Borrego
10. Certificate of Appreciation to Bob Asquith

FINANCIAL IMPACT:

None.

Certificate of Recognition

This Certificate of Recognition is awarded to

Adam Ahlsvede

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

We Hereby Award this Certificate for your Outstanding Performance during the MOC Fire Emergency

August 20th, 2020 through August 25th, 2020

Robert Swan, Director of the Board

Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Luis Melchor

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Greg Dunn

In recognition of your dedication and dependability

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Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Andrew Marshall

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Albert Deshaies

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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Robert Swan, Director of the Board

Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Anthony Trujillo

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Tony Filippi

In recognition of your dedication and dependability

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Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Steve Buie

In recognition of your dedication and dependability

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August 20th, 2020 through August 25th, 2020

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Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Roni Lynn Borrego

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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August 20th, 2020 through August 25th, 2020

Robert Swan, Director of the Board

Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

Certificate of Recognition

This Certificate of Recognition is awarded to

Bob Asquith

In recognition of your dedication and dependability

To Ensure the Reliability of Services Provided by the Groveland Community Services District to the Community we serve

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August 20th, 2020 through August 25th, 2020

Robert Swan, Director of the Board

Janice Kwiatkowski, President of the Board

Nancy Mora, Vice-President of the Board

Spencer Edwards, Director of the Board



John Armstrong, Director of the Board

**REGULAR MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA**

**August 11, 2020
10:00 a.m.**

The Board of Directors of Groveland Community Services District met via zoom in regular session on the above mentioned date with Directors Janice Kwiatkowski, President, Nancy Mora, Vice President, Robert Swan, John Armstrong and Spencer Edwards 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 10:02am.

Approve Order of Agenda

Motion

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

Public Comment

None.

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

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 14, 2020 Regular Meeting
- B. Approve Minutes from the July 20, 2020 Special Meeting
- C. Approve Minutes from the July 28, 2020 Special Meeting
- D. Accept July 2020 Payables
- E. Waive Reading of Ordinances and Resolutions Except by Title
- F. Authorization to Amend the Capital Budget to Include the Purchase a Honda Pioneer ATV, Using Savings Generated from Lower Vehicle Purchase Costs
- G. Formation of a Committee to Work with Management in the Development of a Countywide Joint Powers Authority for Fire Services and the Upcoming Planned Fire Funding Measure

Motion

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

Motion Amended

Director Armstrong moved, seconded by Director Swan and the motion passed unanimously by roll call to approve the consent calendar with item G being removed for discussion.

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.

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. Consideration of Approval to Join with the County, Fire Districts and Other Fire Agencies Throughout the County to Develop a Joint Powers Authority or Other Mechanism to Solidify and Enhance Fire Services, Collaborate and Share Resources, Assist in a Unified Public Information Campaign Regarding a Fire Ballot Measure and Share in the Related Election Costs

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve to join with the County, Fire Districts and Other Fire Agencies throughout the County to Develop a Joint Powers Authority or other mechanism to solidify and enhance Fire Services, collaborate and share resources, assist in a unified public information campaign regarding a Fire Ballot Measure and share in the related election costs.

- B. Adoption of a Resolution Approving an Agreement with NBS Government Financial for a Development Impact Fee Study

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve Resolution 36-2020 an agreement with NBS Financial for a Development Impact Fee Study in an amount of not-to-exceed \$42,000.

- C. Adoption of a Resolution Approving Agreement with Pacific Gas and Electric Company (PG&E) and Authorizing Execution of Easement Grant Deeds Related to the Proposed Permanent Interconnection Hub Planned to be Installed Near Mary Laveroni Park

Motion

Director Armstrong moved, seconded by Director Mora and the motion passed unanimously by roll call to approve Resolution 37-2020 Authorizing an agreement with Pacific Gas and Electric Company (PG&E) and authorizing execution of easement grant deeds related to the proposed permanent interconnection hub planned to be installed near Mary Laveroni Park.

D. Consideration of Strategies Related to Reducing the District CALPERS Unfunded Liability

Motion

Director Kwiatkowski moved, seconded by Director Edwards and the motion passed unanimously by roll call to Direct Staff to Work with Cal Muni Advisors and/or Other Firm to Explore Ways the District can Reduce its Overall CalPERS Unfunded Accrued Liability Expense.

E. Authorization for Use of Mary Laveroni Park as a Drive Through Chili Pickup Location for the Chamber of Commerce Chili Cook Off Fundraiser

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to authorize the use of Mary Laveroni Park as a drive through chili pickup location for the Chamber of Commerce Chili Cook Off Fundraiser.

F. Adoption of a Resolution Awarding Contract to the Lowest Bidder for the Second Garrotte and Big Creek Clearwell Rehabilitation Project

Motion

Director Swan moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve Resolution 38-2020 awarding a contract to Farr Construction, the lowest bidder for the Second Garrotte, and Big Creek Clearwell Rehabilitation Project.

Director Kwiatkowski called for a recess at 12:15pm.

The meeting reconvened at 12:22pm.

G. Formation of a Committee to Work with Management in the Development of a Countywide Joint Powers Authority for Fire Services and the Upcoming Planned Fire Funding Measure

Motion

Director Edwards moved, seconded by Director Armstrong and the motion passed unanimously by roll call to approve the formation of a Committee to work with Management in the development of a Countywide Joint Powers Authority for Fire Services and the upcoming planned Fire Funding Measure.

Adjournment

Meeting adjourned at 12:37pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Jennifer L. Flores, Board Secretary

DRAFT



ACCOUNTS PAYABLE CHECK LISTING

August, 2020
Fiscal Year 20/21
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 9/1/2020 2:24:40 PM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
19316	am01	AM Consulting Engineers, Inc.	8/27/2020	True	Water Distribution Improvements (DWSRF) engineering fees,CEQA fe	\$18,113.13
19317	BLU02	Anthem Blue Cross	8/27/2020	True	Insurance D. Beaudreau	\$1,023.72
19318	aqu5	Aqua Sierra Controls Inc.	8/27/2020	True	IT Services	\$41,035.05
19319	ATT02	AT&T	8/27/2020	True	Monthly Cal Net phone service	\$346.99
19320	Barton	Barton Overhead Door	8/27/2020	True	Weather stripping around garage bay doors	\$723.04
19321	BRE01	Breshears, W. H.	8/27/2020	True	Fuel & Oil	\$5,191.85
19322	BUR01	Burton's Fire Inc	8/27/2020	True	HVAC A/C repair for Engine #781	\$3,620.04
19323	Com04	Comphel Heating & Air Conditioning, Inc.	8/27/2020	True	A/C/Heater for Tank #2 Pump house and communication center	\$5,400.00
19324	CWEA	CWEA	8/27/2020	True	Luis Melchor Grade 3 Collection Main renewal	\$101.00
19325	FOO01	Foothill-Sierra Pest Control	8/27/2020	True	Pest Control	\$757.00
19326	Gre05	GreatAmerica Financial Services	8/27/2020	True	Monthly Avaya Phone System Lease	\$3,541.91
19327	McC03	McCrometer Inc.	8/27/2020	True	Flow Meter/Digital Lead MW806 \$2440, FC100-02-M \$428	\$3,264.99
19328	Min01	Miner's Mart	8/27/2020	True	Fuel for generators during Moc Fire	\$3,808.59
19329	Moy02	Moyle Excavation Inc.	8/27/2020	True	Lift Station #5 Sewer Line repair	\$18,958.76
19330	neu01	Neumiller & Beardslee	8/27/2020	True	Legal Services	\$8,740.00
19331	Pri04	PLIC-SBD Grand Island	8/27/2020	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,472.69
19332	Roc02	Rockwell Engineering & Equipment Co.	8/27/2020	True	Parts for Wastewater Treatment plant sludge press	\$1,284.88
19333	Ron01	Roni Lynn	8/27/2020	True	Social Media Management	\$2,600.00
19334	RYA01	Ryan Herco Flow Solutions LA	8/27/2020	True	10 ea. Male connections, 2 ea. PVC 1" check valve for WWTP OSG	\$207.04
19335	SFPUC	San Francisco Public Uilties Commission	8/27/2020	True	Monthly Water Purchase	\$21,862.96
19336	SDR01	SDRMA	8/27/2020	True	Workers Comp reconciliation for 19/20	\$236.47
19337	Sta15	Staples Credit Plan	8/27/2020	True	Office Supplies	\$40.49
19338	TUO01	Tuo. Co. Public Power Agency	8/27/2020	True	Public Power Purchase	\$14,193.32
19339	Tuo14	Tuolumne County Recorder	8/27/2020	True	Balance for Lien expense \$51+ 9=\$60	\$9.00
19340	UNI05	Univar Usa Inc.	8/27/2020	True	79 bags of Solar salt for treatment plants	\$5,544.29
19341	Ver02	Verizon Wireless 5298	8/27/2020	True	Monthly Cell Phone	\$837.78
19342	Ver03	Verizon Wireless 7706	8/27/2020	True	Monthly Auto Dialers	\$160.71
19343	Wells	Wells Fargo Bank, N.A.	8/27/2020	True	Monthly Lease on Admin Copier	\$359.29
115787	OE3	Operating Engineers Local #3	8/17/2020	True	PR Batch 00003.08.2020 Oper Engin Union Dues	\$336.05
902177	CAL09	CalPers 457 Plan Administrator	8/17/2020	True	PR Batch 00003.08.2020 CalPers Def Comp	\$1,000.00
902178	DCSS	Dept of Child Support Services	8/17/2020	True	PR Batch 00003.08.2020 Wage Garnish Child Support	\$205.03
902179	EDD01	EDD - Electronic	8/17/2020	True	PR Batch 00003.08.2020 State Unemp Ins	\$2,116.48
902180	FedEFTPS	Federal EFTPS	8/17/2020	True	PR Batch 00003.08.2020 FICA Employee Portion	\$13,009.22

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
902181	PER01	Pers - Electronic	8/17/2020	True	PR Batch 00003.08.2020 PERS Employer Expense	\$8,379.14
902182	TD 457	TD Ameritrade Trust Co.	8/17/2020	True	PR Batch 00003.08.2020 457 Deferred Compensation	\$980.00
19248	BLU01	Anthem Blue Cross	8/11/2020	True	Retired Emp Health Ins.	\$18,490.43
19249	AQU01	Aqua Labs	8/11/2020	True	050 Water Tests	\$5,890.00
19250	aqu5	Aqua Sierra Controls Inc.	8/11/2020	True	HMI Replacement materials only - Partial Billing	\$2,743.63
19251	Bob01	Bobcat Company	8/11/2020	True	Alternator for Bobcat T320	\$296.75
19252	UB*02638	Broussard, James	8/11/2020	True	Refund Check	\$125.54
19253	CAR06	Carbon Copy Inc.	8/11/2020	True	Monthly Copier Usage	\$41.78
19254	Com04	Comphel Heating & Air Conditioning, Inc.	8/11/2020	True	Iea. A/C Single Zone mini split systems- Big Creek	\$8,260.00
19255	UB*02631	Cunningham, Michael & Angela	8/11/2020	True	Refund Check	\$413.24
19256	Datapro	Dataprose LLC Attn AR	8/11/2020	True	Monthly UB Statement Processing	\$1,968.10
19257	UB*02630	de Bar, Joan	8/11/2020	True	Refund Check	\$51.89
19258	DIS01	Dish Network	8/11/2020	True	Satellite TV for FD	\$62.55
19259	DMV03	DMV Renewal	8/11/2020	True	PTI Fee for 4GR4708	\$10.00
19260	DRU01	Drugtech Toxicology Services, LLC	8/11/2020	True	Consortium DOT Tests	\$76.00
19261	EDIS01	E.D.I.S.	8/11/2020	True	Admin Supplemental Health Ins. 40%	\$4,458.27
19262	Fas02	Fastenal	8/11/2020	True	Supplies for Shop stock	\$2,401.45
19263	UB*02633	Fernandez, Rodolfo & Patricia	8/11/2020	True	Refund Check	\$7.66
19264	flo01	Flores, Jennifer	8/11/2020	True	07/20-8/19/20 Internet Stipend	\$100.00
19265	Fre02	Fresno County Fire Protection District	8/11/2020	True	Mobile Equip Graphics Stack Door Shield, 6" Dual Stack GCSD Fire	\$456.00
19266	GCS02	GCSO	8/11/2020	True	District Water Bill	\$6,582.73
19267	GEN01	General Plumbing Supply	8/11/2020	True	Tools & Distribution parts	\$702.05
19268	GEN02	General Supply Co	8/11/2020	True	Black 8 gauge stranded electrical wire	\$196.74
19269	gilb01	Gilbert Associates, Inc.	8/11/2020	True	CPA Services	\$3,100.00
19270	GRA04	Grainger	8/11/2020	True	2 ea. Polyethylene Boards for STP	\$2,232.22
19271	UB*02637	Grossklas, Sarah	8/11/2020	True	Refund Check	\$100.00
19272	HAC01	Hach	8/11/2020	True	Chemical for Sewer Treatment Plant/Lab	\$10,273.43
19274	Kam02	Kampa, Peter	8/11/2020	True	7/20-8/19/20 Internet Stipend	\$100.00
19275	KC Auto	KC Auto Parts	8/11/2020	True	July Auto Parts	\$379.51
19276	KC01	KC Courier, LLC	8/11/2020	True	Monthly Courier Service	\$372.38
19277	UB*02642	Khubiar, Ben	8/11/2020	True	Refund Check	\$3.32
19278	UB*02635	Martin, William & Michalene	8/11/2020	True	Refund Check	\$64.94
19279	Mitel	Mitel	8/11/2020	True	District Telephone Service	\$353.18
19280	MOO01	Moore Bros. Scavenger Co., Inc.	8/11/2020	True	Garbage Service	\$637.28
19281	MOT03	Mother Lode Answering Service	8/11/2020	True	Monthly Call Forward/Paging	\$206.38
19282	MOU03	Mountain Oasis Water Systems	8/11/2020	True	Bottled Water	\$227.00
19283	Moy02	Moyle Excavation Inc.	8/11/2020	True	Hydrant repair on Ferretti Rd. due to vehicle accident.	\$22,679.91
19285	UB*02632	Naify, Marshall	8/11/2020	True	Refund Check	\$1.03
19286	Nat06	Nationwide Long Distance Service, Inc.	8/11/2020	True	Monthly Long Distance Fee	\$28.53
19287	UB*02640	Papadopoulos, Anthony	8/11/2020	True	Refund Check	\$50.72
19288	Pea01	Pearlman, Rachel	8/11/2020	True	7/20-8/19/20 Internet Stipend	\$100.00
19289	per04	Percoco, Ronald	8/11/2020	True	Admin Office Cleaning	\$1,712.00
19290	PGE01	PG&E	8/11/2020	True	Monthly Electric Charges	\$494.46

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
19291	pml01	PML Hardware & Supply Inc.	8/11/2020	True	July Hardware supplies	\$417.90
19292	SUE01	Ray Suess Insurance & Invst	8/11/2020	True	Debra Percoco Medicare	\$5,078.68
19293	rod02	Rodriguez, Myles	8/11/2020	True	Reim. Myles Rodriguez for Uniform-Boots	\$252.04
19294	Ros04	Roseville Honda Motorsports	8/11/2020	True	2020 Honda UTV VIN 00051	\$18,057.67
19295	SDR01	SDRMA	8/11/2020	True	Fire Hydrant Vehicle accident on Ferretti Rd.-Moyle repaired	\$1,000.00
19296	Sie17	Sierra Instant Printing	8/11/2020	True	Dog Park Permits	\$10.78
19297	SIE03	Sierra Motors	8/11/2020	True	1 ea. blower motor resistance board for Truck #15	\$73.13
19298	UB*02636	Spencer, Kenneth & Anita	8/11/2020	True	Refund Check	\$80.56
19299	Sprbrk	Springbrook Holding Co. LLC	8/11/2020	True	Monthly C/C Web Pmt Fees	\$1,237.45
19300	UB*02634	Torrez, Corina	8/11/2020	True	Refund Check	\$52.28
19301	Tuo14	Tuolumne County Recorder	8/11/2020	True	3 Satisfaction of Liens	\$51.00
19302	Tuo14	Tuolumne County Recorder	8/11/2020	True	Copy of Recorded Lein for 12/46	\$29.00
19303	UMP01	UMPQUA Bank	8/11/2020	True	District Credit Card Purchases	\$3,511.33
19304	UNI05	Univar Usa Inc.	8/11/2020	True	145 bags = 7250 lbs Solar Salt	\$2,850.98
19305	ups9	UPS	8/11/2020	True	Shipping to Calgon Corp	\$19.76
19306	UB*02641	Vance, Melony	8/11/2020	True	Refund Check	\$177.44
19307	Van01	VanDyk, Renee	8/11/2020	True	7/20-8/19/20 Internet Stipend	\$100.00
19308	Ver02	Verizon Wireless 5298	8/11/2020	True	Monthly Cell Phone	\$861.90
19309	UB*02639	Walsh, Judith	8/11/2020	True	Refund Check	\$275.87
19310	Wells	Wells Fargo Bank, N.A.	8/11/2020	True	Monthly Lease on Admin Copier	\$359.29
19311	Hes01	Hessler Construction Co.	8/11/2020	True	Admin Building repairs	\$75,713.84
19312	Moy02	Moyle Excavation Inc.	8/11/2020	True	Lift Station #16 Sewer Project	\$38,142.50
115785	OE3	Operating Engineers Local #3	8/4/2020	True	PR Batch 00001.08.2020 Oper Engin Union Dues	\$336.05
902171	CAL09	CalPers 457 Plan Administrator	8/3/2020	True	PR Batch 00001.08.2020 CalPers Def Comp	\$1,000.00
902172	DCSS	Dept of Child Support Services	8/3/2020	True	PR Batch 00001.08.2020 Wage Garnish Child Support	\$205.03
902173	EDD01	EDD - Electronic	8/3/2020	True	PR Batch 00001.08.2020 Employmt Training Tax	\$2,192.04
902174	FedEFTPS	Federal EFTPS	8/3/2020	True	PR Batch 00001.08.2020 FICA Employee Portion	\$13,812.74
902175	PER01	Pers - Electronic	8/3/2020	True	PR Batch 00001.08.2020 PERS Employer Expense	\$8,495.57
902176	TD 457	TD Ameritrade Trust Co.	8/3/2020	True	PR Batch 00001.08.2020 457 Deferred Compensation	\$980.00
					Accounts Payable Total	\$463,286.84
					Direct Deposit Payroll	\$71,595.00
					Total	\$534,881.84



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

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.

- 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:


By: _____

Name: _____

Title: _____

Date: _____

Accepted:

By:  _____
F7E2852212BD43F...

Name: Blair Aas

Title: Director of Planning Services

Date: 8/31/2020

Angela Pagtalonía
SCI Consulting Group
controller


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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: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6A. Adoption of a Resolution Approving a Revised Conflict of Interest Policy in Accordance with the Political Reform Act

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 40-2020 Approving a Revised Conflict of Interest Policy in Accordance with the Political Reform Act.

BACKGROUND:

California law in the Fair Political Practices Act requires that the District considers updates to its conflict of interest policy every two years. The District is required to submit the attached form to the County by October 1, 2020 stating whether our existing policy is acceptable, or we intend to update our current policy. Following review of our very extensive current COI policy, attached, staff determined that a concise policy referencing current law is desired over our prior version.

District legal counsel has provided the attached revised policy for your consideration. Due to the wholesale policy language change, using track changes was not an option.

ATTACHMENTS:

1. Draft proposed revised Conflict of Interest Policy
2. Resolution 40-2020
3. COI policy update form

FINANCIAL IMPACT:

None

(TO BE REFORMATTED INTO GCSD POLICY STYLE)

**GROVELAND COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code section 81000 et seq) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 California Code of Regulations Section 18730, hereinafter “CCR 18730”) which contains the terms of a standard conflict of interest code and which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendices in which members and employees are designated and disclosure categories are set, shall constitute the conflict of interest code of the Groveland Community Services District.

Individuals holding designated positions shall file their statements of economic interests with the Clerk of the Groveland Community Services District. The Clerk will (1) make and retain a copy of each statement filed and forward the original to the Tuolumne County Board of Supervisors; and (2) make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008). Original statements for all designated positions of the Groveland Community Services District will be retained by the Clerk of the Groveland Community Services District.

APPENDIX A

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES’ TITLE OR FUNCTION	DISCLOSURE CATEGORIES
Members of the Board	ALL
Secretary of the Board	ALL
Attorney	ALL
Consultants¹	ALL

¹ Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The President’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX B

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property as set forth below. This category is known as full disclosure.

1. Investments in or income from persons or businesses engaged in the business of providing services or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Groveland Community Services District, or could foreseeably provide services or supplies to the Groveland Community Services District.
2. Interests in real property located in whole or in part within the boundaries of the Groveland Community Services District, or within a two-mile radius of the Groveland Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interests is greater than \$2,000.00.
3. Business positions, including but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years has contracted with, or in the future may contract with Groveland Community Services District to provide services or supplies to the Groveland Community Services District.

CONFLICT OF INTEREST CODE
for
Groveland Community Service District

Section 1. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Adm. Code Sections 18100, et seq.) and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 2. Designated Employees.

The persons holding positions listed in Appendix "A" are designated employees. It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories.

Those designated employees, if any, specified in Government Code Section 87200 shall file statements of economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.¹ With respect to all other designated employees, they shall disclose all those types of economic interests set forth in the latest adopted standard form for statements of economic interests as adopted by the Fair Political Practices Commission. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests - Place of Filing.

The Clerk of the Board of Supervisors shall be the official filing officer. However, all designated employees shall file statements of economic interests with the County Clerk's Office.

¹ Designated employees who are required to file statements of economic interests under any other Conflict of Interest Code and those Article 2 filers who are designated in this code in a capacity which is in addition to their Article 2 capabilities may file identical expanded statements of economic interests with both entities in lieu of filing separate and distinct statements. Each expanded statement shall be originally signed by the designated employee, and shall include interests made reportable by virtue of both positions.

Section 5. Statements of Economic Interests - Time of Filing.

(a) Initial Statements. All designated employees employed by the agency on the effective date of this Code shall file statements within thirty (30) days after the effective date of this Code, unless the employee has previously filed a statement pursuant to subdivision (b) or (c).

(b) Assuming Office Statements.

(1) All persons assuming designated positions after the effective date of this Code which are civil service or merit system positions, shall file statements within thirty (30) days after assuming the designated positions.

(2) All other persons appointed, promoted or transferred to designated positions after the effective date of the Code, shall file statements within ten (10) days after assuming office, or if subject to confirmation, ten (10) days after being nominated or appointed.

(c) Annual Statements. All designated employees shall file statements no later than April 1st.

(d) Leaving Office Statements. All persons who leave designated positions shall file statements within thirty (30) days after leaving office.

(e) Candidate Statement. All candidates for election to designated offices other than those specified in Government Code Section 87200 shall file statements within five (5) days after the final date for filing nomination petitions. This subsection shall not apply to candidates who have filed a statement of economic interests with the agency within the previous twelve (12) months.

Section 6. Contents of Statements of Economic Interests.

All statements shall disclose those reportable interests required by the applicable disclosure categories as set forth in Section 3.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information.

(a) Investment and Real Property Disclosure. When an investment or interest in real property² is required to be reported³ the statement shall contain the following:

(1) A statement of the nature of the investment or interest;

(2) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

(3) The address or other precise location of the real property;

(4) A statement whether the fair market value of the investment or interest in real property exceeds Two Thousand Dollars (\$2,000.00), exceeds Ten Thousand Dollars (\$10,000.00), or exceeds One Hundred Thousand Dollars (\$100,000.00), or exceeds One Million Dollars (\$1,000,000.00).

(b) Personal Income Disclosure. When personal income is required to be reported⁴, the statement shall contain:

(1) The name and address of each source of income aggregating Five Hundred Dollars (\$500.00) or more in value, or Fifty Dollars (\$50.00) or more in value if the income was a gift and a general description of the business activity, if any, of each source.

(2) A statement whether the aggregate value of income from each source was One Thousand Dollars (\$1,000.00) or less, greater than One Thousand Dollars (\$1,000.00), or greater than Ten Thousand Dollars (\$10,000.00), or greater than One Hundred Thousand Dollars (\$100,000.00);

(3) A description of the consideration, if any, for which the income was received;

² For the purposes of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

³ Investments and interests in real property which have a fair market value of less than \$1,000.00 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment of interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁴ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

(4) In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received.

(c) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported⁵, the statement shall contain:

(1) The name, address and a general description of the business activity of the business entity;

(2) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than Ten Thousand Dollars (\$10,000.00).

(d) Management Position Disclosure. When management positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(e) Acquisition or Disposal During Reporting Period. In the case of an annual leaving office statement, if an investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Disqualification.

Designated employees must disqualify themselves from making, participating in the making or using their official positions to influence the making of any governmental decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on:

(a) Any business entity in which the designated employee has a direct or indirect investment worth more than Two Thousand Dollars (\$2,000.00);

(b) Any real property in which the designated employee has a direct or indirect interest worth more than Two Thousand Dollars (\$2,000.00);

⁵ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

(c) Any source of income, other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating Five Hundred Dollars (\$500.00) or more in value received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made; or

(d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management.

The effects on a designated employee's financial interests of a decision by a landowner voting district to set ad valorem property tax assessments is not distinguishable from the effects such a decision will have on the public generally within such a district. The effects on a designated employee's financial interests of a decision by a utility district to set rates is not distinguishable from the effects such a decision will have on the public generally unless the designated employee's financial interests constitute more than two percent (2%) of the users to whom the rate will be applicable.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participating legally required for purposes of this section.

Section 9. Manner of Disqualification.

When a designated employee determines that he or she should not make a government decision because he or she has a financial interest in it, the determination not to act must be accompanied by disclosure of the financial interest. In the case of a voting body, this determination and disclosure shall be made part of the agency's official record; in the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

Section 10. Opinions of the Commission and Counsel.

(a) Any designated employee who is unsure of his or her duties under this Code may request a formal opinion or written advice from the Fair Political Practices Commission pursuant to Government Code Section 83114, or an opinion from the attorney for the agency, provided however that nothing in this section requires the attorney for the agency to issue such an opinion.

(b) If the designated employee truthfully discloses all material facts, an opinion or written advice provided by the Commission protects the designated employee from administrative, civil and criminal penalties to the extent provided for in Government Code Section 83114. If the designated employee has truthfully disclosed all material facts to the attorney for his or her agency, and an opinion is rendered by the attorney stating in full the facts and law upon which the opinion's based, compliance by the designated employee with such opinion may be evidence of good faith in any civil or criminal proceeding brought pursuant to the Political Reform Act, Government Code Sections 81000, et seq. In addition, the designated employee's good faith compliance with the opinion of the attorney for the agency shall act as a complete defense in any disciplinary action the agency may bring under Government Code Section 91003.5.

(c) Copies of any opinion rendered by the attorney for an agency pursuant to this section shall be delivered to the designated employee requesting the opinion and shall be maintained in the files of the agency. Such opinions may subsequently be modified by the attorney for the agency or by the Commission, but such modifications or revisions shall be prospective in effect and shall take effect only after notification has been given the designated employee who requested the opinion.

Section 11. Violations.

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, penal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000 - 91014.

APPENDIX "A"

Board of Directors
General Manager
District Engineer
District Maintenance and Operations Manager
District Counsel
Consultants

W:\ALICIA\Conflict of Interest\2016\Code-2016-GCSD.frm

2020 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION 40-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A REVISED CONFLICT OF INTEREST POLICY IN ACCORDANCE WITH THE POLITICAL REFORM ACT

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, California law in the Fair Political Practices Act requires that the District considers updates to its conflict of interest policy every two years; and

WHEREAS, the District is required to submit the attached form to the County by October 1, 2020 stating whether our existing policy is acceptable, or we intend to update our current policy; and

WHEREAS, review of our very extensive current COI policy, attached, staff determined that a concise policy referencing current law is desired over our prior version; and

WHEREAS, District legal counsel has provided the attached revised policy for your consideration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Groveland Community Services District does hereby approve a Revised Conflict of Interest Policy in Accordance with the Political Reform Act.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of the Groveland Community Services District held September 16, 2020 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Attest:

Jennifer L. Flores, Secretary

Janice Kwiatkowski, President – Board of Directors

CERTIFICATE OF SECRETAY

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 passes and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and help on September 16, 2020.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6B: Presentation and Acceptance of Fiscal Impact Analysis Regarding Groveland CSD Fire and Emergency Response Services Provided to Areas Outside of the District Boundaries Including New Land Development Projects

RECOMMENDED ACTION:

Staff recommends the following action:

Provide Additional Direction to Staff and/or Accept Fiscal Impact Analysis Regarding Groveland CSD Fire and Emergency Response Services Provided to Areas Outside of the District Boundaries Including New Land Development Projects.

BACKGROUND:

As described in detail in Agenda Item 4D of this meeting, the District has engaged SCI Consulting to provide a Fiscal Impact Analysis, Technical Memorandum and other services necessary to document the cost and value of Groveland CSD Fire and Emergency Response Services to areas outside the District boundaries including New Land Development Projects.

As discussed in agenda item 4D, SCI Consulting was asked to provide the fiscal impact analysis report within a very short timeframe, to answer timely cost questions being asked by the County and representatives from the Terra Vi Lodge and Yosemite Under Canvas projects currently under consideration by the county. Blair Aas from SCI will be presenting the initial analysis at this meeting. As soon as SCI has delivered a version of the analysis determined ready for distribution, a copy will be made available to the Board and public.

ATTACHMENTS:

1. Fiscal Analysis memo to be presented by SCI Consulting.

FINANCIAL IMPACT:

No additional expenses are associated with this Board action at this time.



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer L. Flores, Administrative Services Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6C. Adoption of a Resolution Amending the 20-21 Fiscal Year Budget to Include Funding of Not to Exceed \$80,000 for the Fire Department Tax Measure Consulting Services, which was Previously Approved on October 8, 2019

RECOMMENDED ACTION:

Staff recommends the following action:

I move to Adopt Resolution 41-2020, amending the 20-21 Fiscal Year Budget to Include Funding of Not to Exceed \$80,000 for the Fire Department Tax Measure Consulting Services, which was Previously Approved on October 8, 2019.

BACKGROUND:

On October 8, 2019 the Board adopted Resolution 47-19 which approved a consulting services agreement with SCI Consulting for services associated with the analysis and development of a fire department revenue measure and a FY 2019-20 budget adjustment of \$80,000 for these services.

It was discovered that this item was left out of the adopted FY 2020-21 budget and therefore a budget amendment is required.

Although District staff began working with SCI in the development of a fire department tax measure in the previous fiscal year, the District to date has not received an invoice from SCI and is why the budget amendment requested is the \$80,000 that was approved by the Board via Resolution 47-19.

ATTACHMENTS:

1. Resolution 41-2020

FINANCIAL IMPACT:

Not to exceed \$80,000 and expected to be covered within the adopted 2020/21 budget

RESOLUTION 41-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AMENDING THE 20-21 FISCAL YEAR BUDGET TO INCLUDE FUNDING OF NOT TO EXCEED \$80,000 FOR THE FIRE DEPARTMENT TAX MEASURE CONSULTING SERVICES, WHICH WAS PREVIOUSLY APPROVED ON OCTOBER 8, 2019

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, the Board approved Resolution 47-19 on October 8, 2019 which approved a consulting services agreement with SCI Consulting for services associated with the analysis and development of a fire department revenue measure and a FY 2019-20 budget adjustment of \$80,000 for these services; and

WHEREAS, it was discovered that this item was left out of the recently adopted 2020-2021 fiscal year budget; and

WHEREAS, to date, the District has not received an invoice from SCI Consulting for work performed; and

WHEREAS, the District has not expended any of the previously approved funds for these consulting services.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District adopts Resolution 41-2020 amending the 20-21 Fiscal Year Budget to Include Funding of Not to Exceed \$80,000 for the Fire Department Tax Measure Consulting Services, Which was Previously Approved on October 8, 2019.

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: _____



BOARD MEETING AGENDA SUBMITTAL

MEETING DATE: September 16, 2020

ITEM SUBMITTED BY: Andrew Murphy, Assistant Fire Chief

SUBMITTAL PREPARED BY: Andrew Murphy, Assistant Fire Chief

AGENDA ITEM: 6D Consideration of adopting a Resolution accepting the CAL FIRE Volunteer Fire Assistance (VFA) Grant in the amount of \$549.98

RECOMMENDED ACTION

Staff Recommendation:

I move to approve Resolution 42-2020 allowing the Groveland Community Services District to accept the Volunteer Fire Assistance Grant in the amount of \$549.98 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:

- (5) Wildland Hose Clamps

ATTACHMENTS

- Resolution 42-2020
- VFA Grant Agreement

FINANCIAL IMPACTS

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

California Department of Forestry and Fire Protection
2020-2021 Application for Funding
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA) Program
Agreement # 7FG20049



A. Department/Organization

Organization Name: Groveland Community Services District Fire Department

Contact's First Name: Andrew Contact's Last Name: Murphy

Street Address: 18440 Striker Court

Mailing Address: same

City: Sonora County: Tuolumne Zip Code: 95370

State: California CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 533-5100 Email Address: andy.murphy@fire.ca.gov

DUNS Number: 11125952

To check to see what your DUNS Number is, or to apply for one, please visit the [DUNS Number web page](#).

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 4 Area: 14.50 square miles

Congressional District #: CA-4

Population: 3,451 Annual Budget: \$ 1,720,096.00

Latitude N 37 ° 50 ' 40 " Longitude W 120 13 33 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

C. Activity: Annual number of emergency incidents.

Fire: 8 + EMS: 355 + Other: 161 = Total: 524

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 1,099.95

Amount Funded for this Agreement: \$549.98 *ME*

E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Equipment - Wildland	Wildland Hose Clamp	5	\$ 219.99	\$ 1,099.95
2.					\$ 0.00
3.					\$ 0.00
4.					\$ 0.00
5.					\$ 0.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: \$ 1,099.95

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

Groveland CSD Fire provides all risk emergency services to the communities of Groveland, Big Oak Flat, Buck Meadows, and Moccasin. Groveland CSD Fire is a combination fire department, which has one staffed fire station located on Highway 120 in the town of Groveland, CA. It is 24 miles from the entrance to Yosemite, where 4,000,000 people visit per year. This proximity to Yosemite, makes Groveland CSD Fire a truly unique place to work. The call volume is generated by people from all over the world. To stay fiscally responsible, Groveland CSD Fire signed a schedule A contract with CAL FIRE in 2013. The budget for Groveland CSD Fire comes 100% from property taxes, and this has made it difficult to replace essential equipment. It has also made it challenging to stay NFPA compliant. We are requesting funding for five Timberline wildland hose clamps. We are currently using the old style hose clamps that do not clamp properly on the wildland hose that is currently being used. This is a safety hazard, which makes us inefficient, and puts our personnel at risk. Sadly, we do not have money in our budget to make essential upgrades like this. Assistance with purchasing these hose clamps, would alleviate the financial hardship that our district is currently facing.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2021. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2021.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

Date Signed

Printed Name: Peter Kampa

Title: General Manager

Executed on: 05/12/2020

at

Groveland

Date

City

Organization Name: Groveland Community Services District Fire Department

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)

Organization Name: Groveland Community Services District Fire Department

Contact's First Name: Andrew

Contact's Last Name: Murphy

Street Address: 18440 Striker Court

Mailing Address: same

City: Sonora

County: Tuolumne

Zip Code: 95370

State: California

CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 533-5100

Email Address: andy.murphy@fire.ca.gov

DUNS Number: 11125952

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fires Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

Organization Name: Groveland Community Services District Fire Department

Page 5 of 6

- 5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
- 6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
- 7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

- 8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

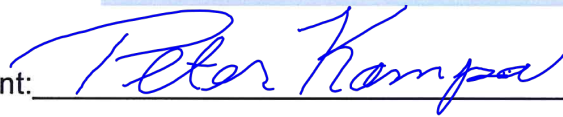
In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Peter Kampa

Signature of Authorized Agent: _____



Title of Authorized Agent: General Manager

Date: 05/12/2020

Please submit the completed unsigned application electronically to:
CALFIRE.GRANTS@FIRE.CA.GOV.

In addition, please print the application, sign and date, then scan the signed version and send to the email address listed above.

Electronic copy must be submitted by May 21, 2020 at 11:59pm.

**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: 7FG20049

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2021.

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 to 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 **\$549.98** (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

Applicant

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

By _____

Signature of Authorized Representative

Title General Manager

Date September 8, 2020

By _____

Title: **Gabrielle Avina
Staff Chief, Cooperative Fire Programs**

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$549.98	GRANT AGREEMENT NUMBER 7FG20049	PO ID			
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID				
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354020DG2012133	ACTIVITY ID SUBGNT			
UNENCUMBERED BALANCE \$549.98	GL UNIT 3540	BUD REF 001	CHAPTER 6/7	FUND 0001	ENY 2020
REPORTING STRUCTURE 35409206	SERVICE LOC 92698	ACCOUNT 5340580		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 1**, 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, 2020 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 2020 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 **\$549.98** 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, 2021.** 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, 2021 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 and 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
18440 Striker Ct.
Sonora, CA 95370
Attention: Andrew Murphy
Telephone Number(s): 209-419-4403
FAX Number: 209-533-5103
E-mail Andy.Murphy@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845

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, 2021.
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.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RESOLUTION 42-2020

GROVELAND COMMUNITY SERVICES DISTRICT

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS AWARDED UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FIRE ASSISTANCE ACT OF 1978

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 16, 2020 between said District and CAL FIRE to June 30, 2021 for distribution of funds awarded under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978. This contract, No. 7FG20049, provides for an award during the fiscal year 2019/2020 up to and not exceeding the amount of \$549.98 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 and submit related reports, certifications and reimbursement requests 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 16th day of September 2020 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Presiding Officer Printed Name and Title

Presiding Officer Signature and Date

Attest:

Clerk/Secretary



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6E. Adoption of a Resolution Approving a Cooperative Fire Protection Agreement (Schedule A) with the California Department of Forestry and Fire Protection for the Period of July 1, 2020 to June 30, 2023

RECOMMENDED ACTION:

Staff recommends the following action:

I move to Adopt Resolution 43-2020 Approving a Cooperative Fire Protection Agreement (Schedule A) with the California Department of Forestry and Fire Protection for the Period of July 1, 2020 to June 30, 2023

BACKGROUND:

In May of 2020, the district approved participating in a three year extension of the cooperative fire protection agreement between Tuolumne County and CALFIRE. Since that time, the County, CALFIRE and the District have agreed that GCSB and the County should have independent contracts with CALFIRE, rather than combined. This contractual arrangement did not provide funding from the County to the District. On September 1, 2020, the County approved its own contract with CALFIRE.

Included herein is the proposed new CAL FIRE contract, independent of the County for continued Fire Protection and Emergency Response Services via a Schedule A contract and Amador Plan starting July 1, 2020 and ending June 30, 2023. The scope of the agreement and cost is identical to that of agreement we had through the County. There will be no change in the dispatch, fire investigation and building inspection services provided by the county under the prior contract.

The commitment for the District, if approved, is as follows and includes a 5% increase each year:

FY 20/21 Schedule A (PS & OE) - \$1,056,071

FY 20/21 Amador (PS & OE) - \$263,466

FY 20/21 TOTAL - \$1,319,537

FY 21/22 Schedule A (PS & OE) - \$1,108,875

FY 21/22 Amador (PS & OE) - \$276,640
FY 21/22 TOTAL - \$1,385,515

FY 22/23 Schedule A (PS & OE) - \$1,164,319
FY 22/23 Amador (PS & OE) - \$290,471
FY 22/23 TOTAL - \$1,454,790

TOTAL FOR GCSD 2020/21-2022/23 (PCA 48202) - \$ 4,159,842

There are no changes in number of assigned personnel, services rendered or estimated cost between the proposed agreement and the prior agreement. The numbers above reflect a “not-to-exceed” amount and have historically come in under budget. The district has the ability to terminate the contract, with advance notice in the event that there are not financial resources to continue.

It is staff’s recommendation to continue its contractual relationship with CAL FIRE for providing Fire Protection and Emergency Response Services for the District via its Schedule A contract and Amador Plan agreement. The recently updated Fire Master Plan stated in one of their findings that the District, “...receives good value and benefit from its CAL FIRE Schedule A contract and Amador Plan Agreement.”

ATTACHMENTS:

1. Proposed three (3) year agreement with the Department of Forestry and Fire Protection (CAL FIRE) for Fire Protection and Emergency Response Services
2. Resolution 43-2020

FINANCIAL IMPACT:

The amount of funding required to enter into this agreement is currently available in the 2020/2021 budget. The amount of funding available for future budget years will be determined in the spring of each year.

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER 4CA05040	AMENDMENT NUMBER
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1. CONTRACTOR'S NAME Groveland Community Services District		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Forestry and Fire Protection	4. DIVISION, BUREAU, OR OTHER UNIT Tuolumne-Calaveras Unit	5. AGENCY BILLING CODE 013418
6a. CONTRACT ANALYST NAME Lev Karshedt	6b. EMAIL lev.karshtedt@fire.ca.gov	6c. PHONE NUMBER (916) 654-6833

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME Tuolumne County	PRIOR AGREEMENT NUMBER 4CA03570
--	------------------------------------

8. BRIEF DESCRIPTION OF SERVICES
 Fire Protection Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

California Department of Forestry and Fire Protection (CAL FIRE) shall provide fire protection services to Public Resources Code Sections 4142 and/or 4144

The Local Government Wildland/Agreement falls under two exceptions listed in the DGS Administrative Order 06-06-1.

"The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."

"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed _____ or _____ %	
<input checked="" type="checkbox"/> Reimbursement / Revenue			
<input type="checkbox"/> Other (Explain)			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement		20/21			\$1,319,537.00
Reimbursement		21/22			\$1,385,515.00
Reimbursement		22/23			\$1,454,790.00

OBJECT CODE 4400 - 48204/48205	AGREEMENT TOTAL	\$4,159,842.00
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER 4CA05040	AMENDMENT NUMBER
--	-------------------------

OPTIONAL USE <i>I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	AMOUNT ENCUMBERED BY THIS DOCUMENT
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
	TOTAL AMOUNT ENCUMBERED TO DATE

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
--------------------------------	---	-------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2020	06/30/2023	\$4,159,842.00	EXEMPT
Amendment 1				
Amendment 2				
TOTAL			\$4,159,842.00	

13. BIDDING METHOD USED

Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Reimbursement

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 Not Applicable. This is a reimbursement agreement with a local agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
 By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
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<p>18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p>	<p>22. REQUIRED RESOLUTIONS ARE ATTACHED</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p>23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>SB/DVBE Certification Number: _____</p>
<p>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p>	
<p>20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?</p> <p><input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p>	
<p>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?</p> <p>A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p> <p>B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p>	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

No (Explain below) Yes _____ % of Agreement

Local government agreements are exempt from DVBE requirements per SCM Section 8.12 D.

AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER 4CA05040	AMENDMENT NUMBER
--	-------------------------

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

No Yes (If Yes, provide justification below)

This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by a local agency. Local agency has control over the approval based on fiscal and board restraints; this includes an extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED

AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

4CA05040

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This is a reimbursement agreement - 19130(b) does not apply.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 01/2017

AGREEMENT NUMBER	4CA05040
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Groveland Community Services District

2. The term of this Agreement is: July 1, 2020 through June 30, 2023

3. The maximum amount of this Agreement is: \$ 4,159,842.00
Four Million One Hundred Fifty Nine Thousand Eight Hundred Forty Two Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	13	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

Groveland Community Services District

BY (Authorized Signature)

[Signature]

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Janice Kwiatkowski, President of the Board

ADDRESS

Post Office Box 350, Groveland, CA 95321

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

[Signature]

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Tuolumne-Calaveras	Local Agency:	Groveland Community Services District
Name:	Nick Casci	Name:	Peter Kampa
Phone:	209-754-3831	Phone:	209-962-7161
Fax:	209-754-1959	Fax:	209-962-4943

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Nick Casci	Local Agency:	Groveland Community Services District
Section/Unit:	Tuolumne-Calaveras	Section/Unit:	General Manager
Attention:	Nick Casci	Attention:	Peter Kampa
Address:	785 Mountain Ranch Rd., San Andreas, CA 95249	Address:	Post Office Box 350, Groveland, CA 95321
Phone:	209-754-3831	Phone:	209-962-7161
Fax:	209-754-1959	Fax:	209-962-4943

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement 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.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: Groveland Community Services District

Contract No: 4CA05040

Page No.: 17

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142 and 4144

NAME OF LOCAL AGENCY: Groveland Community Services District

CONTRACT NUMBER: **4CA05040**

Index: 4400

PCA: 48204, 48205

Fiscal Year: 2020/21 to 2022/23

This is Schedule A of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: Tuolumne Calaveras

Contract Name: Groveland Community Services District

Agreement Total \$4,159,842

Contract No.: 4CA05040

Page No.: 18

Fiscal Year 20/21	
48204 PS Total	\$1,043,976
48204 OE Total	\$12,095
48205 PS Total	\$243,595
48205 OE Total	\$19,871
TOTAL	\$1,319,537

Fiscal Year 21/22 (+5%)	
48204 PS Total	\$1,096,175
48204 OE Total	\$12,700
48205 PS Total	\$255,775
48205 OE Total	\$20,865
TOTAL	\$1,385,515

Fiscal Year 22/23 (+5%)	
48204 PS Total	\$1,150,984
48204 OE Total	\$13,335
48205 PS Total	\$268,563
48205 OE Total	\$21,908
TOTAL	\$1,454,790

Fiscal Year: 2020	Unit: TCU	Sub Total	\$934,709	Contract Name:	Groveland Community Services District
Index: 4400		Admin	\$109,267	Contract No.:	4CA05040
PCA: 48204		Total	\$1,043,976	Page No.:	19
PRC: 4142		Overtime Total:	\$50,653		

Comments
 This is a Schedule A - PRC 4142 of the Cooperative Agreement, dated July 1, 2020 between the Groveland Community Services District, and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Nick Casci
CAL FIRE Region Chief	Dan Johnson

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Fire Captain, Range A	POF	7/1/2020-6/30/2021	12	\$5,720	\$68,640	\$3,155	12	\$37,860	\$64,041	\$0	\$20,838	\$191,379	\$199,446
1	Longevity Pay Differential - 1%	POF		12	\$0	\$686			\$0	\$640		\$0	\$1,327	
1	Education Incentive Pay Differential	POF		12	\$75	\$900			\$0	\$840		\$0	\$1,740	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
4	Fire Apparatus Engineer	POF	7/1/2020-6/30/2021	12	\$5,098	\$244,704	\$2,817	12	\$135,216	\$228,309	\$0	\$74,423	\$682,652	\$735,263
4	Education Incentive Pay Differential	POF		12	\$75	\$3,600			\$0	\$3,359		\$0	\$6,959	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$45,000			\$0	\$653		\$0	\$45,653	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF				\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2020
 Index: 4400
 PCA: 48204
 PRC: 4142

Uniform Benefits	\$155
Sub Total	\$10,829
Admin	\$1,266
Total	\$12,095

Contract Name: Groveland Community Services District
 Contract No.: 4CA05040
 Page No.: 20

Comments

This is a Schedule A - PRC 4142 of the Cooperative Agreement, dated July 1, 2020 between the Groveland Community Services District and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8	Fire Captain	1.00	12.00	\$178	\$ 2,130	\$ 31	\$ 2,161
UNIFORM ALLOWANCE FOR BU8	Engineer	4.00	12.00	\$178	\$ 8,544	\$ 124	\$ 8,668

Fiscal Year: 2020	Unit: TCU	Sub Total	\$218,099	Contract Name:	Groveland Community Services District
Index: 4400		Admin	\$25,496	Contract No.:	4CA05040
PCA: 48205		Total	\$243,595	Page No.:	21
PRC: 4144		Overtime Total:	\$5,000		

Comments
This is a Amador - 4144 of the Cooperative Agreement, dated July 1, 2020 between the Groveland Community Services District, and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Nick Casci
CAL FIRE Region Chief	Dan Johnson

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
3	Firefighter I	POF	11/15/20-5/15/21	6	\$4,137	\$74,466	\$2,255	6	\$40,590	\$69,477	\$6,225	\$22,341	\$213,099	\$218,099
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$5,000			\$0	\$0		\$0	\$5,000	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2020
 Index: 4400
 PCA: 48205
 PRC: 4144

Uniform Benefits	\$46
Sub Total	\$17,791
Admin	\$2,080
Total	\$19,871

Contract Name: Groveland Community Services District
 Contract No.: 4CA05040
 Page No.: 22

Comments

This is a Amador - 4144 of the Cooperative Agreement, dated July 1, 2020 between the Groveland Community Services District and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8	Firefighter 1	3.00	6.00	\$178	\$ 3,195	\$ 46	\$ 3,241
VEHICLE OPERATIONS	Type 3 Engine	1.00	6.00	\$1431	\$ 8,586		\$ 8,586
COMMUNICATIONS	Handie Talkie	2.00	6.00	\$7	\$ 84		\$ 84
COMMUNICATIONS	Mobile Radio	1.00	6.00	\$14	\$ 84		\$ 84
UTILITIES	Electricity	1.00	6.00	\$345	\$ 2,070		\$ 2,070
UTILITIES	Propane	1.00	6.00	\$389	\$ 2,334		\$ 2,334
UTILITIES	Telephone-LD	1.00	6.00	\$49	\$ 294		\$ 294
UTILITIES	Water/Sewer	1.00	6.00	\$93	\$ 558		\$ 558
UTILITIES	Electricity ECC	1.00	6.00	\$90	\$ 540		\$ 540

Contractor Name: Groveland Community Services District

Contract No: 4CA05040

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EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: Groveland Community Services District

This is Schedule B of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2022/23

(See Attached)

EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: Groveland Community Services District

This is Schedule B of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and Local Agency.

FISCAL YEAR: 2020/21 to 2022/23

ADMINISTRATION

5 Battalion Chiefs

- Twain Harte Battalion
- Groveland Battalion
- Training/Safety Battalion
- Columbia Air Attack Base
- Fire Prevention

CREWS

Standard Station	2 Engines	2 FC, 3 FAE
Twain Harte Station	2 Engines	2 FC, 3 FAE
Green Springs Station	1 Engine	2 FC
Groveland Station	2 Engines	2 FC, 3 FAE
Blanchard Station	1 Engine	2 FC

AIR ATTACK

Columbia AAB	2 Air Tankers	
	1 Air Attack	2 FC, 1 FAE
	1 Helicopter	2 PLT, 5 FC, 2 FAE

BASELINE CONSERVATION CAMP

5 Fire Crews	10 FCB
1 Bulldozer Unit	2 HFEO

FORESTRY TRAINING PROGRAM

5 Training Crews	11 FCB
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Contractor Name: Groveland Community Services District

Contract No: 4CA05040

Page No.: 25

EXHIBIT D, SCHEDULE C

**LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT**

NAME OF LOCAL AGENCY: Groveland Community Services District

This is Schedule C of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2022/23

(See Attached)

EXHIBIT D, SCHEDULE C
LOCAL FUNDED RESOURCES

NAME OF LOCAL AGENCY: Groveland Community Services District

This is Schedule C of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and Local Agency.

FISCAL YEAR: 2019/2020

PERSONNEL SERVICES	\$	1,451,001
OPERATING AND EXPENSES	\$	122,800
CAPITAL OUTLAY	\$	47,300
INTERNAL LOAN PAYMENT		
GRANTS	\$	166,000
TOTAL DEPARTMENT BUDGET	\$	1,787,101

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2020, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: Groveland Community Services District

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2020/21 to 2022/23

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature Printed Name

Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2020

Provider Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member **Groveland Community Services District**
Post Office Box 350
Groveland, California 95321

Member Number: 6848

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Property		7/1/2020	7/1/2021	Per Occurrence
Property				\$ 800,000,000
Boiler & Machinery				\$ 800,000,000
Pollution	PPC-SDRMA-202021			\$ 2,000,000
Cyber				Limits on File
				Replacement cost for Scheduled Property
Mobile Equipment	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Mobile/Contractors Equipment				\$ 800,000,000
				Actual cash value for Scheduled Property
General Liability	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Bodily Injury				\$ 10,000,000
Property Damage				\$ 10,000,000
Public Officials Personal				\$ 500,000
Employment Benefits				\$ 10,000,000
Employee/Public Officials E & O				\$ 10,000,000
Employment Practices Liability				\$ 10,000,000
Employee/Public Officials Dishonesty	EDC-SDRMA-202021			\$ 1,000,000
Auto Liability	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Auto Bodily Injury				\$ 10,000,000
Auto Property Damage				\$ 10,000,000
Uninsured Motorist	UMI-SDRMA-202021			Limits on File
Auto Physical Damage	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Auto PD - Comp				Limits on File
Auto PD - Collision				Limits on File
High Dollar Vehicles				Limits on File
Trailer	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Trailer				Limits on File
Workers' Compensation	WCP-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Employers Liability				\$ 5,000,000
Workers' Compensation				Statutory
Endorsements	LCA-SDRMA-202021	7/1/2020	7/1/2021	Per Occurrence
Dam Failure Liability				\$ 10,000,000

RESOLUTION 43-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A COOPERATIVE FIRE PROTECTION AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR THE PERIOD OF JULY 1, 2020 TO JUNE 30, 2023

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, the Groveland Community Services District “District” has had a standing relationship with CAL FIRE to provide fire protection and emergency response services since 2012 for the community; and

WHEREAS, the District adopted Resolution 25-2020 which authorized the three year extension of participation in the Cooperative Fire Protection agreement between Tuolumne County and Cal Fire through June 30th 2023; and

WHEREAS, the County and District have determined it mutually beneficial to have separate contracts with CALFIRE for fire protection and emergency response services, and the County entered into such separate contract on September 1, 2020; and

WHEREAS, this relationship with CALFIRE has been mutually beneficial and has provided a great service to the residents of our community; and

WHEREAS, the District desires to enter into its own contract with CAL FIRE independent of the County to simplify and clarify billing to reflect updated salary and benefit rates; and

WHEREAS, the current Fire Protection Contract with CAL FIRE through the County must be terminated with approval of this independent contract.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District approves Resolution 43-2020 authorizing execution of the Cooperative Fire Protection Agreement with the California Department of Forestry and Fire Protection for the Period of July 1, 2020 to June 30, 2023.

BE IT FURTHER RESOLVED that the District’s participation in the CAL FIRE contract through Tuolumne County is terminated upon execution of the independent CAL FIRE contract authorized herein.

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: _____

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6F. Authorize District Staff to Coordinate with Tuolumne County in a Request to Submit an Application to the FEMA Building Infrastructure and Communities (BRIC) Grant Program for Funding for Equipment for the Community Emergency Response Team (CERT) and Communication Infrastructure Development

RECOMMENDED ACTION:

Staff recommends the following action:

I move to authorize District Staff to Coordinate with Tuolumne County in a Request to Submit an Application to the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for Funding for Equipment for the Community Emergency Response Team (CERT) and Communication Infrastructure Development.

BACKGROUND:

The district is considering requesting that the County coordinate in the preparation of an application to FEMA for the building resilient infrastructure and communities grant program. This item is on your agenda due to this short time frame for submission of a letter of intent to submit an application, which is due to the State OES office September 18, 2020. This grant program is a relatively big change for FEMA , where they're moving toward investing in improvements to infrastructure and systems to avoid or mitigate impacts of future disasters , versus providing funding once damage has been done.

In Tuolumne County and Groveland, there are many opportunities four major projects such as ingress and egress routes to the community, extensive fire fuel breaks and defensible space , hardening of buildings to protect from fire damage and the installation emergency backup power generation facilities. In addition, projects such as expanded and protected broadband and cellular facilities, radio communication facilities and community warning sirens would provide for more reliable communication with residents and visitors during an emergency and or evacuation. All of these projects would reduce the potential for catastrophic wildfires to impact critical infrastructure such as our water and sewer systems,

communications infrastructure , Fire stations and district administrative office; in addition to Protection against the loss of life and property , and potentially reduced insurance rates.

Much planning has been done by the County office of emergency services and it's subcommittees over the past two years, And many potential projects have been identified. The community emergency response teams in Twain Harte and Groveland have also identified the need for equipment to assist in volunteer safety, efficiency and clarity in traffic control, public notification equipment and Unmanned Aircraft Systems (UAS) which have been very successful in fire location and related benefits when it is not reasonable to deploy personnel or manned aircraft.

Attached are several documents related to the *FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program*. With such a Short time frame for submitting the notice of intent, we may not be able to pull all of the information together for a successful application at this time . This preliminary letter of intent it's not a huge effort but needs to be described well enough to get buying from the state office of emergency services. I have reviewed the grant program in some detail, and it appears that the major intent is to fund large, shovel ready projects that protect infrastructure in advance of a disaster, rather than systems to efficiently respond to disasters once they occur. I believe our intended project could be successful if integrated and submitted as a visionary, large scale project such as the development of isolated community ingress routes, fire fuel breaks surrounding communities, evacuation centers/locations and building/infrastructure hardening to resist fire.

At this time I am not sure how close we are to rounding up these types of large scale projects, but if supported by the Board, will work with the county OES to see if there is interest and ability to propose a large project. At this time staff seeks the authority of the Board to work with the CERT programs in the county, County and State OES to determine if we have a viable project to submit, and to prepare the Notice of Intent to Cal OES. In the event our project is selected to submit a full application, much additional work will be required to become shovel ready and identify any matching funds required.

ATTACHMENTS:

1. Building Infrastructure and Communities (BRIC) Grant Program Guidelines

FINANCIAL IMPACT:

Based on the final budget for the identified project, the district would be responsible for up to 25% up the proportional cost.

FUNDING OPPORTUNITY: FEMA'S BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES

FEMA has announced the new nationally competitive Building Resilient Infrastructure and Communities (BRIC) grant program. BRIC offers a funding opportunity for large-scale, high-impact mitigation projects. Proposed BRIC projects cannot exceed \$50 million federal share, a minimum 25% local match is required for this grant. FEMA has issued their BRIC Notice of Funding Opportunity (NOFO) and the NOFO outlines two evaluation criteria for BRIC projects: technical criteria (all or nothing scoring) and qualitative scoring (graded scoring scales in increments of 5).

Cal OES is asking agencies to determine if they have potential BRIC projects that are eligible, cost-effective (BCR over 1.0), and technically feasible. Given the short timeline for BRIC, projects that are already designed or close to final design will most likely be the most competitive (given they meet the BRIC criteria).

1. Technical Criteria

Agencies should screen their potential projects for competitiveness based on the 2015 Hazard Mitigation Assistance Guidance and the BRIC NOFO. Additional focus should be given to the following key elements:

- Design level / completeness (i.e. shovel ready)
- Scale of infrastructure project (high-impact)
- Nature-based solution project type
- Projects with increased non-federal cost share
- Overall risk reduction/resiliency

Technical Evaluation Criteria for the National Competition	
Criteria	Potential Total Points
Infrastructure project	20
Mitigating risk to one or more lifelines	15
Incorporation of nature-based solutions	10
Applicant has mandatory building code adoption requirement (2015 or 2018 versions of International Building Code and International Residential Code)	20
Subapplicant has Building Code Effectiveness Grading Schedule (BCEGS) Rating of 1 to 5	15
Application generated from a previous FEMA HMA Advance Assistance Award	10
Increased non-federal cost share	5
Designation as a small impoverished community (as defined in the BRIC Policy and referenced in 42 U.S.C. § 5133(a))	5

Funding Opportunity: FEMA's Building Resilient Infrastructure and Communities

2. Qualitative Criteria

Agencies should screen their potential projects for competitiveness based on the 2015 HMA Guidance and the BRIC NOFO. Additional focus should be given to the following key elements:

- Defining the criticality of the infrastructure project
- Community Lifeline mitigation
- Innovative risk reduction/resiliency
- Ability to protect from climate change and future conditions
- Well documented implementation measures/work plan
- Community engagement and partnerships that enhanced/impacted the project planning and design, and/or led to additional non-federal cost share

Qualitative Evaluation Criteria for the National Competition		
Topic	Criteria	Potential Total Points
Risk Reduction/Resiliency Effectiveness	The subapplication details how the project will effectively reduce risk and increase resilience (including the benefits quantified in the BCA), realize ancillary benefits, and leverage innovation.	35
Future Conditions	The subapplication describes how the project will anticipate future conditions (population/demographic/climate changes, sea level rise, ¹ etc.) and cites data sources, assumptions, and models.	15
Implementation Measures	The subapplication adequately describes how the costs and schedule will be managed, how the project will be successfully implemented, and how innovative techniques to facilitate implementation will be incorporated. The project's scope of work identifies sufficient technical and managerial staff and resources to successfully implement this project.	15
Population Impacted	The project subapplication demonstrates community-wide benefits and identifies the proportion of the population that will be impacted. The Application also describes how impacts (positive or negative) to socially vulnerable populations informed project selection and design.	15
Outreach Activities	The subapplication describes outreach activities appropriate to the project that advance mitigation. The subapplication also outlines the types of community planning processes leveraged during project conception and design and identifies the level of public support obtained during the engagement process.	5
Leveraging Partners	The project subapplication incorporates state, tribal, private, and local community partnerships that will enhance its outcome and describes the extent of those partnerships, such as having an increased non-federal cost share, multi-jurisdictional projects, etc.	15

Funding Opportunity: FEMA's Building Resilient Infrastructure and Communities

Next Steps

If you are aware of any projects which align with FEMA's BRIC scoring criteria (please see attached documents) we would be interested in setting up a time to speak with you or members of your team to discuss the projects, determine if they are a good fit, and outline next steps.

Additional information related to this program including the NOFO, Fact Sheets and other relevant information may be found at Cal OES' [Pre Disaster Flood Mitigation](#) webpage. Please feel free to further distribute this funding opportunity with other partners who may have projects which could pose a strong fit for this program as well.



FEMA HAZARD MITIGATION ASSISTANCE (HMA) 2020 FUNDING OPPORTUNITIES

Building Resilient Infrastructure and Communities (BRIC) Program (replacing the Pre-Disaster Mitigation program):

Please note that the January 29, 2021 **deadline released by FEMA is the deadline by when Cal OES must submit its application** to FEMA. **Subapplicants must submit their Notice of Interest (NOI) and subapplications to Cal OES according to the dates listed on the Cal OES webpage.** Failure to adhere to these deadlines will result in your application being ineligible for submittal to FEMA. [Click here to visit the Cal OES BRIC and FMA webpage](#) to submit an NOI and for more information.

FEMA's Building Resilient Infrastructure and Communities (BRIC) program is a new, nationally competitive hazard mitigation funding opportunity. The BRIC program was developed to support communities in building capacity, providing innovative solutions, encouraging partnerships, enabling large projects, and maintaining flexibility for state-of-the-art solutions. Through BRIC, communities can make proactive investments in community resilience, infrastructure projects, and protect vital community lifelines.

Available Funding

For 2020, a total of \$500 Million in funding is available nationwide, with a total maximum federal share of \$50 Million per project.

Mitigation projects, in the national competition, must be:

- Be cost-effective (benefit-cost ratio over 1.0)
- Be designed to increase resilience and public safety
- Reduce the risk of injuries and loss of life
- Reduce the risk of damage and destruction to property, critical services, facilities, and infrastructure

BRIC will also fund capability and capacity building (C&CB) activities which enhance mitigation strategies and/or tangible mitigation products that reduce or eliminate risk and damage from future natural hazards, increase resiliency, and promote a culture of preparedness.

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities

These activities include:

- Building codes activities
- Partnerships
- Project scoping
- Mitigation planning
- Planning-related activities

A cost share is required for all subapplications funded under this program. The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. The cost share for BRIC is 75 percent federal/25 percent non-federal except for small impoverished communities, which have a cost share of 90 percent federal/10 percent non-federal.

For complete information about BRIC, including details about prioritization and scoring, please refer to the full BRIC Notice of Funding Opportunity (NOFO) in the Key Resources Section below, or visit the Cal OES website.

Flood Mitigation Assistance (FMA) Program

FEMA's Flood Mitigation Assistance (FMA) program is a nationally competitive flood mitigation funding source. The FMA program provides funding to states, local communities and tribes to reduce or eliminate the risk of repetitive flood damages to buildings insured by the National Flood Insurance Program (NFIP).

Available Funding

For 2020, a total of \$160 Million in funding is available nationwide, with a maximum federal share of \$30 Million per community flood project.

Projects that address community flood risk for the purpose of reducing NFIP payments can include:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities



FEMA will also fund individual flood mitigation projects that directly benefit and include Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties. In addition, FEMA will fund flood mitigation planning and project scoping activities.

Project scoping activities can include:

- Conducting meetings, outreach, and coordination with subapplicants and community residents
- Developing or conducting engineering, environmental feasibility and/or benefit-cost analyses
- Undertaking activities that lead to development of project applications
- Evaluating facilities to identify mitigation actions
- Using staff or resources to develop cost share strategies

A cost share is required for all subapplications funded under this program. The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. The cost share for FMA is 75 percent federal/25 percent non-federal of the eligibility activity costs. FEMA may decrease the non-federal cost share for SRL and RL properties (SRL federal cost share is 100 percent; RL federal cost share is 90 percent).

For complete information about FMA, including details about prioritization and scoring, please refer to the Notice of Funding Opportunity and Fact Sheet in the Key Resources section below, or visit the Cal OES website.

Key Resources

[Click Here for the Cal OES BRIC/FMA Funding Page and Notice of Interest](#)
[Click Here for the FEMA BRIC and FMA Notice of Funding Opportunity \(NOFO\)](#)
[Click Here for the FEMA Webinar: Introduction to the BRIC Grant Program](#)
[Click Here for the FEMA Webinar: The Meaning of the BRIC Name](#)
[Click Here for the FEMA BRIC Webinar](#)

UPCOMING BRIC WEBINARS:

FEMA is offering informational webinars for Hazard Mitigation Assistance (HMA) grant applicants. The webinars will provide an overview of the grant programs and details about the agency's funding priorities and review process. [Click here for FEMA's Notice of Funding \(NOFO\) Webinar Series.](#)

Any state, tribal or territorial prospective applicant can attend. The presentation materials, as well as the time and call-in information, is the same for each session. Each webinar will be at 2:00 p.m. Eastern Time on August 18, August 20, and August 25, 2020. A webinar for tribal applicants will be held at 2:00 p.m. Eastern Time on August 27, 2020. Additionally, at 2:00 p.m. on September 1 and September 2, 2020, FEMA will host the webinar "Avoiding Application Pitfalls," which can be found by [clicking here](#).

Additional webinars will be scheduled about the new FEMA Grants Outcome (FEMA GO), which is now the management system for HMA grant programs. The development of FEMA GO is a multi-year effort to modernize and transform the way FEMA conducts grants management. FEMA GO will streamline the process to apply for, track and manage FEMA grants.

Registration information for all upcoming webinars will be provided soon. Each webinar topic will be recorded and available online at a future time. [Click here for the FEMA 2020 Notice of Funding Opportunity website](#) for additional information.

[Click here for Building Community Resilience with Nature Based Solutions](#)
[Click here for the Community Lifelines Fact Sheet](#)
[Click here for the 2015 Hazard Mitigation Assistance Guidance and Addendum](#)

Please contact Cal OES at HMA@CalOES.ca.gov if additional assistance is needed.

BRIC Direct Technical Assistance

This program support material provides detailed information about the non-financial Direct Technical Assistance offered through the Building Resilient Infrastructure and Communities (BRIC) program. FEMA will provide non-financial Direct Technical Assistance to up to 10 selected communities to support the mitigation outcomes outlined below and as referenced in Section A.9 (*Program Description – Program Overview, Objectives, and Priorities*) of the BRIC Notice of Funding Opportunity (NOFO).



Direct Technical Assistance Mitigation Outcomes

Background

During its stakeholder engagement efforts in the summer of 2019, FEMA received an overwhelming number of comments that requested or addressed the need for technical assistance. Stakeholder comments addressed a range of topics, including:

- Requesting application support
- Identifying specific areas of expertise that stakeholders lack
- Sharing challenges in sustaining mitigation programs
- Expressing difficulties identifying needs and determining strategies

Information shared indicated that addressing these concerns will be especially important for small, impoverished, rural, and tribal communities. Stakeholders suggested that direct, hands-on delivery styles would best meet their needs. FEMA considered all of this feedback when developing this offering of non-financial Direct Technical Assistance.

As described in Section E.2 (*Application Review Information – Review and Selection Process, Non-Financial Direct Technical Assistance*) of the BRIC NOFO, FEMA will make Direct Technical Assistance available to up to 10 local communities across the nation, one per FEMA Region, selected from letters of interest submitted through Applicants



FEMA

and in consultation with the FEMA Regions. FEMA's provision of Direct Technical Assistance will depend on its ability to perform the requested services. Should the demand for the services exceed FEMA's organizational capacity, FEMA may refer the community to other technical assistance offerings.

For more information on BRIC and stakeholder engagement efforts, please visit <https://www.fema.gov/bric>.

Support Available

Through Direct Technical Assistance, FEMA will provide support for both project or application-specific needs and community-wide resilience needs. Examples of project or application-specific assistance needs include but are not limited to:

- Support applying the Benefit-Cost Analysis methodology to nature-based solutions
- Assistance with understanding or completing environmental planning and historic preservation requirements

Examples of community-wide resilience assistance needs include but are not limited to:

- Building a shared understanding of resilience across local government departments
- Matching mitigation solutions to funding mechanisms
- Identifying partnership opportunities and building a partnership framework
- Exploring mitigation strategies to reduce risk to Community Lifelines

As illustrated by stakeholder feedback, FEMA recognizes communities have diverse needs and different capability and capacity levels. FEMA will consider letter of interest requests for all types of Direct Technical Assistance if they meet the eligibility and submission information outlined in the BRIC NOFO and this program support material.

Eligibility Information

As described in Section C.1 (*Eligibility Information*) of the BRIC NOFO, communities, which can include cities, townships, counties, special district governments, and Indian tribal governments, are considered eligible for non-financial Direct Technical Assistance.

A BRIC grant subapplication or award under the State/Territory Allocation, Tribal Set-Aside, or national competition is not a pre-requisite or requirement for consideration for Direct Technical Assistance. Additionally, an approved hazard mitigation plan is not a pre-requisite or requirement for consideration for Direct Technical Assistance.

As described in Section C.3 (*Eligibility Information – Other Eligibility Criteria*) of the BRIC NOFO, Direct Technical Assistance must improve the community's capacity and capability to conduct mitigation activities, increase the community's resilience to natural hazards, or identify projects that will holistically improve the community's resilience and reduce risk.

FEMA will review each submitted letter of interest and select communities based upon a compelling need and demonstration that the assistance will further BRIC's goals to build community capability and resilience. FEMA may prioritize Direct Technical Assistance for communities that:

- Have not received a project award under the Pre-Disaster Mitigation (PDM) grant program, the Flood Mitigation Assistance (FMA) grant program, or the Hazard Mitigation Grant Program (HMGP) within the past 5 years

- Have not received an Advance Assistance award under PDM, FMA, or HMGP within the past 5 years
- Are Tribal entities
- Are designated as small impoverished communities (documentation to support this designation must be included with the letter of interest)
- Have demonstrated a compelling need (e.g., communities with significant social vulnerability, communities with multiple major disaster declarations within the past 5 years)

Submission Information

As described in Section D.9 (*Application and Submission Information – Content and Form of Application Submission*) of the BRIC NOFO, the submission process is as follows:

- A community must submit a letter of interest for non-financial Direct Technical Assistance to its state, territorial, or Indian tribal government (federally recognized) Applicant agency. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at <http://www.fema.gov/state-hazard-mitigation-officers>.
- Each state, territory, and Indian tribal government (federally recognized) may submit one letter of interest on behalf of a community for Direct Technical Assistance. This must be emailed to BuildBRIC@fema.dhs.gov no later than 3:00 p.m. Eastern Time on January 29, 2021. FEMA will consider only one letter for Direct Technical Assistance from each state/territory/Indian tribal government (federally recognized). The state/territory/Indian tribal government (federally recognized) is expected to review the requests and send the most critical or relevant request to the FEMA email address provided.
- Although there is no required format for the letter of interest, at a minimum it should contain the following information:
 - Community point of contact information, including name, position, address, phone number, and email
 - A description of the community's challenges and need for Direct Technical Assistance
 - The extent of the community's capacity to assist in the Direct Technical Assistance activity and the staff available to commit to participate in the activity

FEMA requests that the letter of interest not exceed two pages and will accept any submission format that contains the information requested.

Delivery and Expectations

Once communities are selected for this non-financial Direct Technical Assistance, FEMA will coordinate with them to develop a clear list of goals and objectives and a timeline outlining milestones or deliverables expected. In addition, FEMA must receive a signed agreement that confirms the commitment of the community. The agreement must state the resources and timeline that the community will provide. The intent of Direct Technical Assistance is for FEMA staff (or staff assisting on behalf of FEMA) to provide direct support for a specified period, not to exceed 36 months.

Participating communities will need to submit a final report to detail the assistance provided, share deliverables, and explain how goals and objectives have been met. FEMA will not require a community to submit a BRIC application in subsequent grant cycles. FEMA expects participating communities to serve as mentors for future recipients of Direct Technical Assistance and other communities.

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6G. Consideration of Options to Preserve Excellent Fire and Emergency Response Services Provided Consistent with Adopted Deployment Standards within the District Boundaries, Including the Potential Discontinuance of Emergency Response Services Outside of the Approved Tuolumne County Fire Service Providers Automatic Aid/Mutual Aid Agreement – GCSO Fire Response Area

RECOMMENDED ACTION:

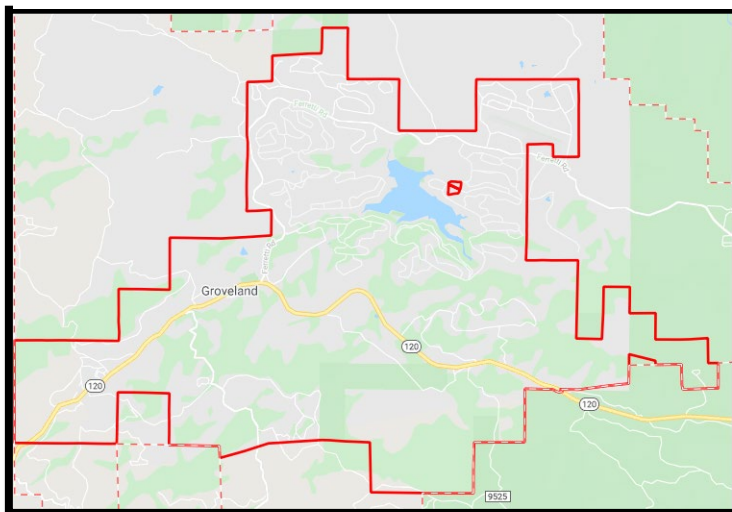
Staff recommends the following action:

Consider Options to Preserve Excellent Fire and Emergency Response Services Provided Consistent with Adopted Deployment Standards within the District Boundaries, Including the Potential Discontinuance of Emergency Response Services Outside of the Approved Tuolumne County Fire Service Providers Automatic Aid/Mutual Aid Agreement – GCSO Fire Response Area.

BACKGROUND:

The Groveland Fire Department is funded by ad-valorem property tax dollars generated from properties located within the Groveland Community Services District (GCSO) boundaries, shown with the solid red line in Figure 1. Tuolumne County collects the ad-valorem tax on all taxable

Figure 1



parcels in the county, and allocates the tax revenue to the county, special districts such as GCSO, schools and other entities based on a formula set in California law. GCSO receives no property taxes from parcels of land located outside the GCSO boundaries.

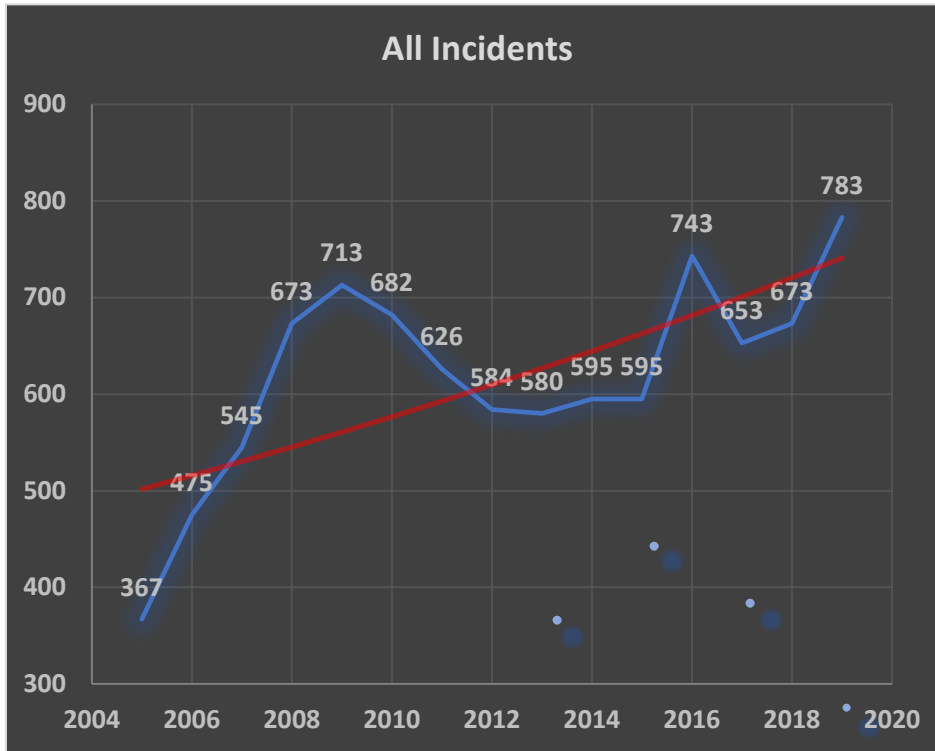
GCSO Fire Department is staffed with two full time professional firefighters employed by CALFIRE. Five full time positions are required to be funded to maintain the consistent staffing of two on the engine 24x7x365. GCSO also funds the cost for two additional staff at the

Groveland CALFIRE Merrill Rd. station during the non-fire season, typically November – April, and the state funds two to three staff at the Merrill station during fire season. All fire staff at the Merrill station are under the control of CALFIRE and can be deployed to any priority location by the state. There have been times, during the middle of fire season such as during the Moc Fire incident last month, that there were no staff located at the Merrill Rd. station for significant periods of time, likely days where the two staff at GCSD Station 78 were the only fire/emergency response crew on the hill. An evolving fire within GCSD boundaries at that time could have been disastrous; even worse if the fire occurred while the GCSD engine was out responding to a remote call 45 minutes away.

GCSD Fire is currently dispatched as the first-in engine responding to emergency calls from approximately Moccasin to the west, along the Hwy 120 corridor to Yosemite National Park on the east. The next closest staffed fire station is Jamestown or Sonora, which are located too far away for effective first-in emergency response. The costs and risks created by providing first-in service to areas located up to an hour from the Groveland fire station has become a major concern for the District. As a result, in 2019 the District contracted for an updated Fire Department Master Plan to understand trends, current and future needs and to establish a baseline deployment standard to be used to determine the level of staffing, equipment and facilities needed to achieve industry standard emergency response times. The Master Plan update also focused on the financial needs of the department, as it was determined that expenses are exceeding the property tax revenue by a large amount and the department will not have adequate revenue to keep the current CALFIRE staffing level past 2022.

In many other communities, when the Emergency call volume or time away from the station exceeds a specified amount, the fire Department will either add additional stations in areas where the call volume is located or add additional resources at existing stations to allow for constant coverage when one engine leaves the station to respond to an emergency. The overall call volume has more than doubled in the last 15 years and the trend appears to be continuing as shown in Figure 2.

Figure 2



The Master Plan also identified 11.8% of the emergency responses were to locations outside of the GCSD boundaries, but this relatively small percent of the overall calls comprised a significant percentage of GCSD Fire response **time** spent on these out-of-district incidents. Again, when the GCSD engine is 45

minutes away on a response, the only additional engine to respond is located at the Merrill Rd. station, if staffed and not assigned to other state priorities. The property owners/taxpayers within GCSD withstand the risk and fund the cost of the 37.14% of the time GCSD resources are outside the boundaries as shown in Table 1.

Table 1

Incident Location	3-Year Total			
	Number of Responses	Percentage of Responses	Total Time Committed	Percentage of Total Time Committed
Groveland CSD	1,361	88.20%	169:59:37	62.86%
Out-of-District	182	11.80%	100:25:39	37.14%
Total	1,543	100.00%	270:25:16	100.00%

Emergency Medical Services (EMS) calls comprise the majority of the number of responses as shown in Table 2. Other calls including general public assistance (PA), flooding PA, hazardous conditions, false alarms, smoke calls and other miscellaneous responses make up nearly 42% of total call volume.

Table 2

Incident Category	Year			Total	Percent of Total Service Demand
	2016	2017	2018		
Fire	5	10	6	21	1.15%
EMS	361	362	320	1,043	56.96%
Other	305	215	247	767	41.89%
Total	671	587	573	1,831	100.00%

GCSD Fire also receives very little automatic or mutual aid from the Tuolumne County Fire into the District, primarily due to the physical travel distance from the staffed stations in Sonora or Jamestown. Table 3

provides data regarding mutual aid given and received. The intent of a mutual aid agreement is to provide the equal sharing of resources and equipment both inside and outside of an entity's boundaries. There are other benefits that the district receives from the County that are not included in the tables for data as they are primarily related to administrative functions of the fire Department. Tuolumne County funds the cost of emergency dispatch, fire warden, fire compliance building plan review and building inspection services as well as training.

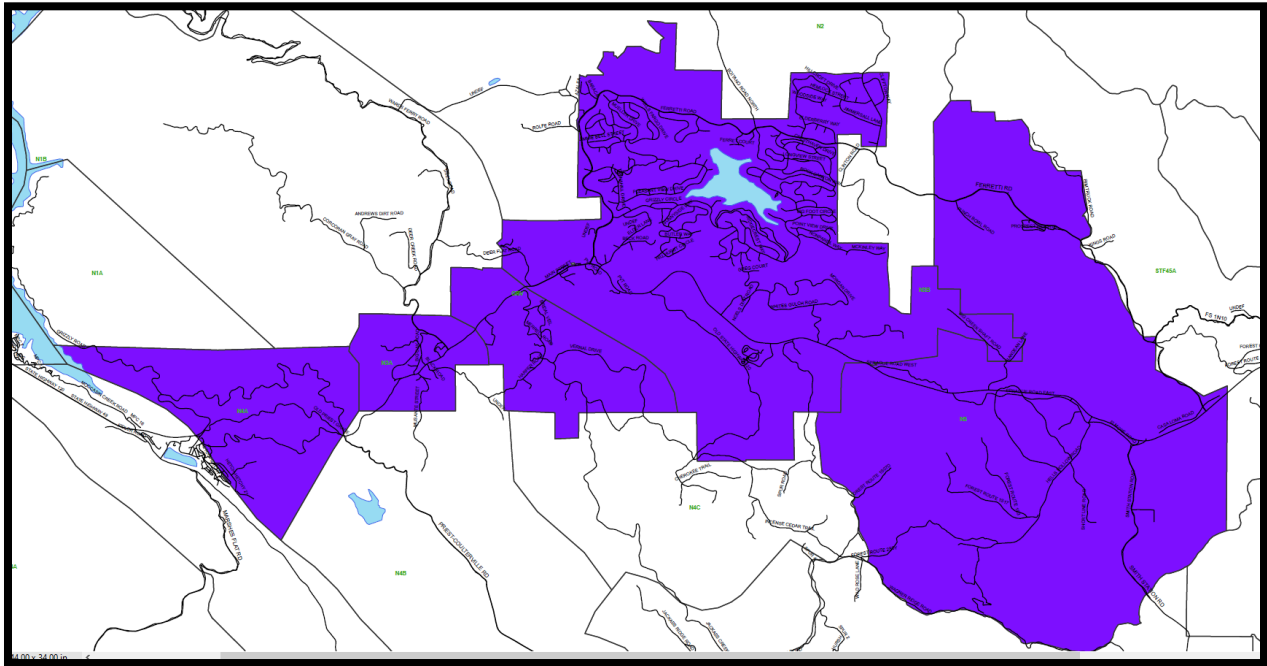
Table 3

Aid Type	2016	2017	2018	Total
Auto Aid Received	2	0	0	2
Mutual Aid Received	0	0	1	1
Auto/Mutual Aid Given	49	67	66	182
BLANK	75	53	64	192
Total	126	120	131	377

Given the large amount of time our paid professional fire staff is responding outside of the district boundaries, the risk associated with the lack of backup equipment and staff when they respond

long distances, and the overall increasing trend of non-fire responses both in and out of the district boundaries, the Board must seriously consider how it will proceed in the future. Figure 3 portrays the GCSD Fire response area agreed upon in the Automatic/Mutual Aid Agreement with the Tuolumne County Fire Providers. Many of the locations to which GCSD Fire responds for emergency calls are far beyond the boundaries of the Auto Aid response boundaries.

Figure 3



Options readily available to allow GCS Fire reduce risk to GCS residents and visitors caused by a lack of resources are:

1. Discontinue responding outside the Auto Aid response boundaries unless the call is for a fire that could threatens the District service area; or
2. Increase staffing at Station 78 through the CALFIRE Schedule A agreement to staff an additional engine (already in place) with two professional firefighters (requires five staff addition total)

As detailed in the Fire Master Plan update, the District should seek funding from the County to reimburse the cost of maintaining the GCS Fire in a status available to respond to emergencies outside the GCS boundaries. This County funding could come in the form of tax payments into a Community Facilities District for new development projects with funding passed through to the GCS Fire, or direct funding agreements with the County.

ATTACHMENTS:

1. Auto/Mutual Aid Agreement with Operational Response Area Map

FINANCIAL IMPACT:

Unknown at this time



CAL FIRE
TUOLUMNE COUNTY FIRE DEPARTMENT
Cooperative Fire Protection
Services



Josh White
County Fire Chief

18440 Striker Ct. ♦ Sonora, CA 95370
Tele: 209-533-5100 ♦ Fax: 209-533-5103

Paul Avila
Asst. County Fire Chief

May 17, 2016

To: Board of Supervisors
County of Tuolumne

From: Paul Avila
Assistant County Fire Warden
Tuolumne County Fire Department

SUBJECT: Consideration of approval of the Tuolumne County Fire Service Providers Automatic Aid Agreement with the Tuolumne County fire service providers.

Background

In 2006, Tuolumne County Fire Department and other fire service providers within county entered into an agreement commonly known as Automatic Aid. This system was developed and designed to assure the closest appropriate fire department resource was dispatched to emergencies within the participating jurisdictions boundaries. Tuolumne County through its fire department has been a contributing agency since the formation of a municipal fire department. Agreements for automatic assistance, in fire protection and response to other emergencies, have existed between specific municipalities and governmental jurisdictions to provide the highest levels of service in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation.

The Automatic Aid System participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction. They also ensure that no participant unfairly benefits at the expense of the other participants. Automatic Aid System participants agree to respond when their respective assigned fire department units are dispatched on an automatic basis. It is assumed that all fire stations within a participating jurisdiction are included in the

resource pool for the Computer Aided Dispatch System (CAD). A CAD system automatically determines the closest available, most appropriate unit(s), whether located in a fire station or operating in the field, regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond when available.

The scope of this agreement includes automatic assistance in responding to code three emergency responses. Code three emergencies are defined as the use of lights and sirens while responding. Examples of calls that require code three responses are: life threatening medical emergencies, fires, vehicle accidents, hazardous materials incidents and other types of emergency incidents that are within the standard scope of service provided by departments in the Automatic Aid System.

2016 Automatic Aid Agreement

The 2016 Automatic Aid Agreement consists of the following two sections:

1. The Agreement (pages 1-5) which requires Board approval and addresses the command and control components of the agreement.
2. The Operational Response Plan (pages 6-11) and Addendum B (response areas/ map). The Operational Response Plan outlines the response boundaries, types of incidents and response, guidelines governing responses, communications and training. These were all agreed upon by the participating Fire Chiefs

To date all fire agencies within Tuolumne County with the exception of Tuolumne Rancheria Fire Department and the California Department of Corrections and Rehabilitation, -Sierra Conservation Center Fire Department has signed this agreement. Staff will continue to work with these agencies in overcoming any obstacles that may keep their departments from being part of this Agreement.

If this Agreement is approved by your Board, staff will implement the new agreement on Monday May 23, 2016.

Recommendation:

Staff recommends the Board of Supervisors approve this agreement and authorize the Chairman of the Board to sign the Tuolumne County Fire Service Providers Automatic Aid/Mutual Aid Agreement on behalf of the County.

Attachment

**AUTOMATIC AID/MUTUAL AID AGREEMENT
TUOLUMNE COUNTY FIRE SERVICE PROVIDERS**

THIS AUTOMATIC AID/MUTUAL AID AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the following Parties: Tuolumne County through its Fire Department, Columbia Fire Protection District, Mi-Wuk Sugar Pine Fire Protection District, City of Sonora through its Fire Department, Tuolumne Fire District, Groveland Community Services District through its Fire Department, Jamestown Fire Protection District, Twain Harte Community Services District through its Fire Department, California Department of Corrections and Rehabilitation through its the Sierra Conservation Center Fire Department, Strawberry Fire Protection District (individually, "Department"; collectively, "Departments").

WHEREAS, the Parties hereto are geographically located in proximity to each other within the County of Tuolumne; and

WHEREAS, it is to the Parties' mutual benefit that each render reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to both parties not covered by or within the scope of the California Emergency Management Agency and Civil Defense Master Mutual Aid Agreement, but constituting so-called day-to-day automatic aid arising out of convenience rather than out of extraordinary necessity.

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

I. OPERATIONAL RESPONSE OF AUTOMATIC AID

The assistance to be rendered pursuant to the Agreement is to be supplementary in nature and the extent of the aid to be furnished is subject to the exercise of discretion on the part of the providing party in order that protection of lives and property within the jurisdictional limits of the providing party shall not be impaired. A written Operational Response Plan (Addendum A) is attached and incorporated by reference into this Agreement. This Plan includes specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability. In the event of a conflict between this Agreement and Addendum A, the provisions of this Agreement control.

II. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When a Department responds auto-aid into the neighboring jurisdiction under this Agreement, the Incident Commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident from the responsible jurisdiction.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the Incident Commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the incident.

III. REPORTS

The responsible jurisdiction shall be responsible for completing all required reports, including, but not limited to, reports mandated by local or state government.

IV. COMPENSATION

All services provided by any Department under this Agreement shall be performed without monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to all jurisdictions.

V. LIABILITY/HOLD HARMLESS

Nothing in this Agreement is intended to affect the legal liability of any party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for worker's compensation for its own personnel while furnished to another party or likewise.

Except as expressly stated otherwise herein, the provisions of Government Code section 850.6 shall apply in the performance of providing aid under this Agreement.

1. Personnel: Employees provided in an automatic or mutual aid response shall be considered employees of the party providing them although overall command authority remains with the incident commander.
2. Private Property Damage: The Party receiving aid under this Agreement agrees to indemnify the providing party against claims, demands, loss, costs, and liability for property damaged or destroyed as a result of operations provided at the scene of any incident as a result of providing aid under this Agreement except in those cases where the actions/inactions of the providing Party or its employees, agents, or volunteers providing the aid constitute gross negligence or willful misconduct.
3. Apparatus Damage: Notwithstanding Section V.2 above, each Party providing aid under this Agreement assumes all responsibility for damage to or destruction of its own property, including, but not limited to, emergency apparatus and assigned equipment responding to, at the scene, or returning from aid provided under this Agreement.
4. Personal Property: The Party receiving aid shall NOT be responsible or liable for the loss, theft, damage, or destruction of personal property of persons who are providing aid under this Agreement as an employee of a providing Party.

VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of

action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are situated within the respective jurisdictions defined herein.

VII. TERM

This Agreement shall become effective as to each Party when approved or executed by that party and shall remain operative and effective as between each and every Party that has executed this Agreement until participation in this Agreement is terminated by that Party. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other parties who have executed this Agreement.

Any Party to this Agreement may withdraw from participation, at any time, by serving a 30-calendar day notice in writing to all of the other Parties. The thirty (30) calendar day notice period shall commence with the sending of the notice.

VIII. AMENDMENTS TO AGREEMENT

A. This Agreement and any Addendum to this Agreement contains all of the terms and conditions agreed to among the parties. Except as otherwise specified, this Agreement or any Addendum to this Agreement shall not be amended or altered without the written consent of the parties.

B. Revisions to Addenda A or B may be approved upon the mutual written consent of the authorized representatives of the parties as listed in Addendum A.

IX. EXCLUSIONS

Any requests for aid not covered in this Agreement shall be handled under California Emergency Management Master Mutual Aid.

X. NOTICE

Any and all notices, reports or other communications to be given under this Agreement shall be given to the persons representing the respective parties as provided in Addendum A.

XI. SOLE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and shall supersede all prior Mutual-Aid Agreements between the Parties. This Agreement shall also supersede any and all other prior contemporaneous agreements and understandings, oral or written, in connection therewith.

XII. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

XIII. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[signatures follow on next page]

**ADDENDUM A
OPERATIONAL RESPONSE PLAN**

Automatic/Mutual Aid Response

Operational Response Plan

A. Response Boundaries

Departments shall respond into those areas identified by their specific color on the attached map (Addendum B). The concept and practice of dispatching the closest, most appropriate resource to any and all emergencies will be utilized, and without regard to jurisdiction or statutory responsibility of either the resource dispatched or the agency wherein the incident occurs.

B. Type of Incidents

Automatic aid shall be utilized whenever there is an incident that requires a code three emergency response. Examples include the following incidents, but are not limited to:

- 1) Medical Emergencies
- 2) Vehicle Accidents
- 3) Vehicle Fires
- 4) Vegetation Fires

C. Type of Response

Tuolumne County Fire Service Providers automatic aid response shall consist of one engine company and/or truck company with a minimum of two person staffing, responding into the area delineated and identified in color on the map. See Addendum B

D. Guidelines Governing Response and Commitment to an Emergency

- 1) Immediate emergencies that require the use of red lights and sirens by responding fire vehicles shall be a part of this Agreement. Non Immediate calls such as public service assists, post fire investigations, and other responses that do not require the use of red lights and sirens shall not be a part of this Agreement.
- 2) When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under this direction of the responsible jurisdiction.

- 3) The jurisdiction providing aid shall remain on the scene of the emergency until released by the incident commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
- 4) It shall be the responsibility of the incident commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
- 5) The incident commander on the scene will determine the need for continued response by other dispatched units.
- 6) The Incident Command System will be used in the management /mitigation of all incidents.
- 7) The jurisdiction providing aid to an emergency shall meet applicable State and Federal standards (Title 8 and Title 22).

E. Communication

The San Andreas Emergency command center (ECC), responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The Command and Tactical Frequencies will be identified by the ECC. Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC.

Tuolumne County Radio Frequencies

- o TCU Local Net – RX -151.1750, TX – 159.4500
- o Tuolumne Command – RX – 151.1300, TX – 158.6925
- o CDF TAC 2 – 151.1600
- o CDF TAC 5 – 151.2500
- o Tuolumne TAC – 155.4900

F. Commitment to Joint Training

All parties to this Agreement shall schedule and participate in joint training exercises. The training exercises shall be mutually agreed upon subject matter, times and locations to ensure that optimum performance levels are maintained.

Authorized Representatives:

As provided in Section VIII(B) of the Agreement, the following individuals are authorized to approve written amendments to this Addendum A for their respective Department. Any and all notices, reports or other communications to be given to any party shall be given to the persons representing the respective parties at the following addresses:

**ADDENDUM B
OPERATIONAL RESPONSE AREA MAP**

Tuolumne County

L5, L2, O2, O7, N3B, O5B, O5E, O5D, O5A, O3A, O5A, O3A, O5C, O5F, O3Q

Columbia Fire Protection District

L2, B7, L1A, L1B, L3B, L3C, L3E, L3F, L4B, L4C, L4E, L4F, STF10, STF11C

Sonora City Fire Department

L5, L10B, L10E, L10F, L10H, L10K, L11B, L1A, L1B, L2, L3A, L3B, L3C, L3D, L3E, L3F, L4A, L4C, L4D, L4E, L4F, L6A, L6B, L6D, L8, L9A, L9B, L9C, L9E, L9F, L9H, L10A, L10L

Twain Harte Community Services District

O2, O1A, O1B, O1C, O1D, O1F, O1G, O1H, O1J, O1K, O1L, O1M, O1N, O3A, O3B, O3C, O3D, O3E, O3F, O3G, O3H, O3I, O3J, O3K, O3L, O3M, O3N, O3O, O3Q, O5A, O5B, O5D, O6A, O6B, O6C, O6D, O6E, O6F, O7, STF13A, STF13B, STF13C, STF32, L6C, L6E, L10G, STF11D, STF13A

Mi-Wuk Sugarpine Fire Protection District

O5C, O5F, O3A, O3B, O1B, O1N, O3C, O1A, O1I, O5B, O1G, O1E, O1D, O6D, O6E, O6C, O6F, O6A, O5B, O1M, O3F, O1J, O1K, O3D, O3H, O3L, O3J, O3N, O3M, O3K, O3I, O3G, O1F, O1H, O5A, O5E, O5D, O4E, O3Q, O7, STF11C, STF11A, STF11B, STF12A, STF13B, STF13A, STF 15

Tuolumne Fire District

O5A, O5B, O5C, O5D, O5E, O5F, O4E, O3Q, O3M, O3A, O4A, L10J, O4B, O4C, L10D, O3N, O3O, O3J, L10C, O3I

**ADDENDUM B
OPERATIONAL RESPONSE AREA MAP**

Sierra Conservation Center

C10, C7B, L7A, L7C, L11A, P2, P4, P7A, P7B, P5, P6,

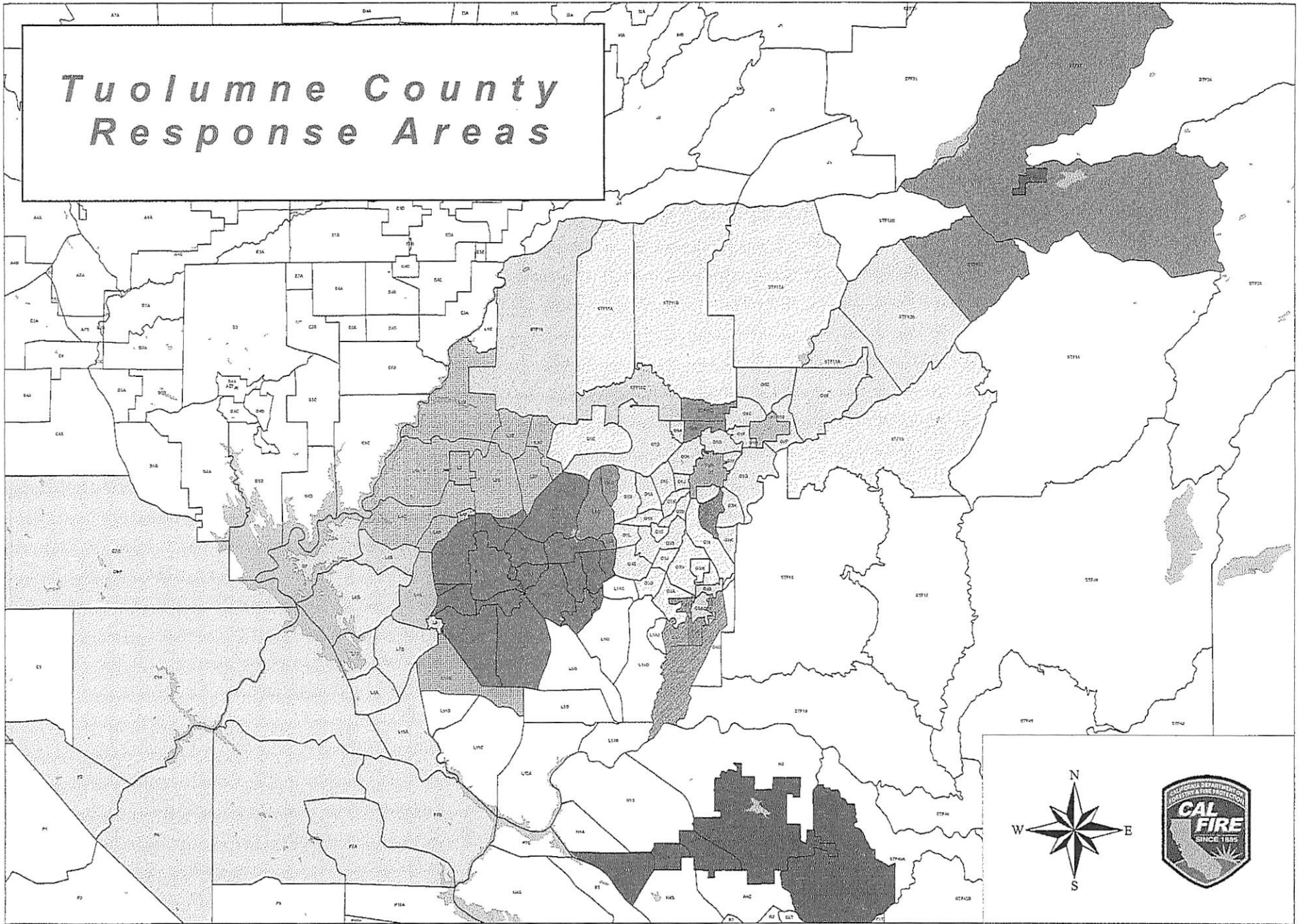
Strawberry Fire Protection District

STF32S

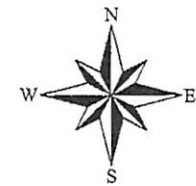
Groveland Community Service District

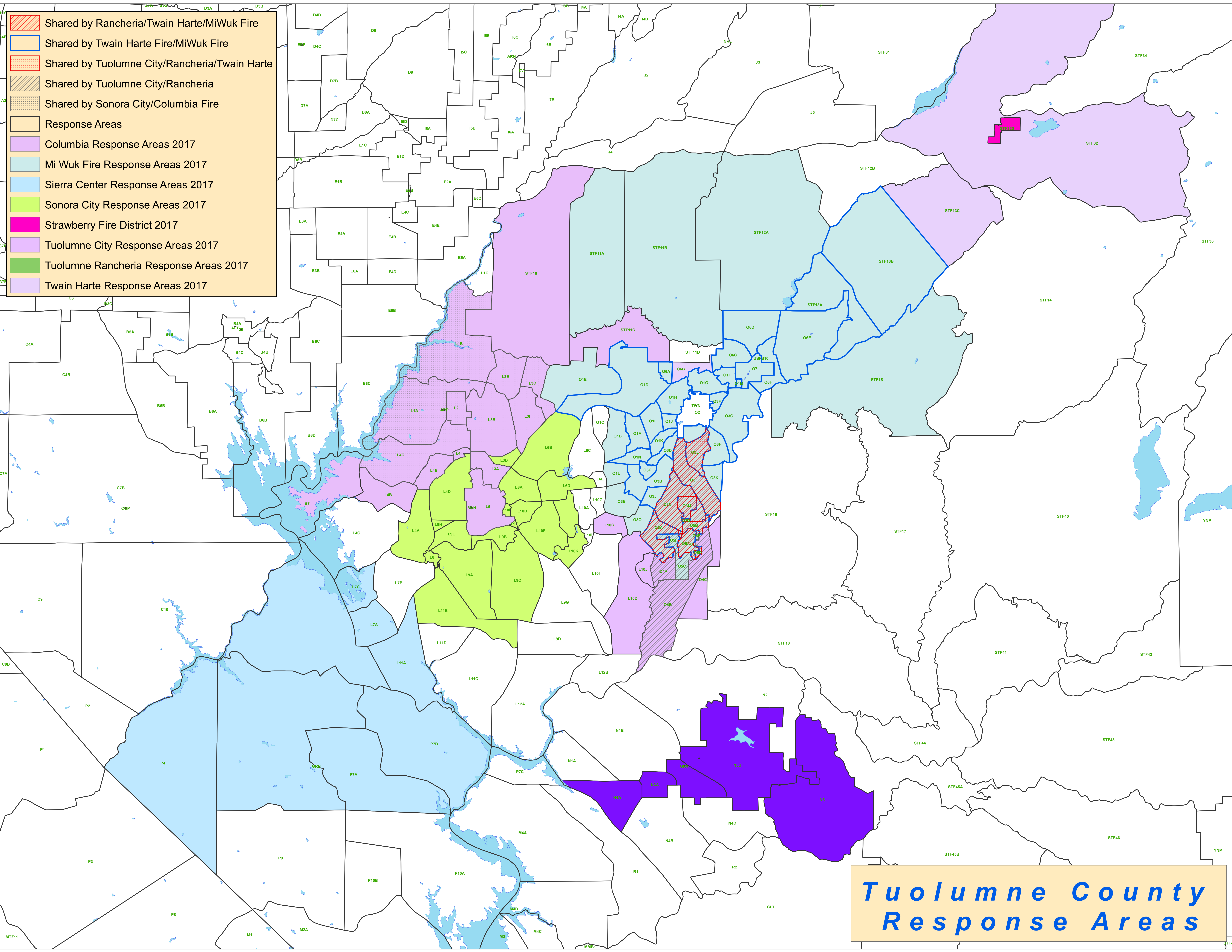
N3A, N3B, N4A, N5

Tuolumne County Response Areas



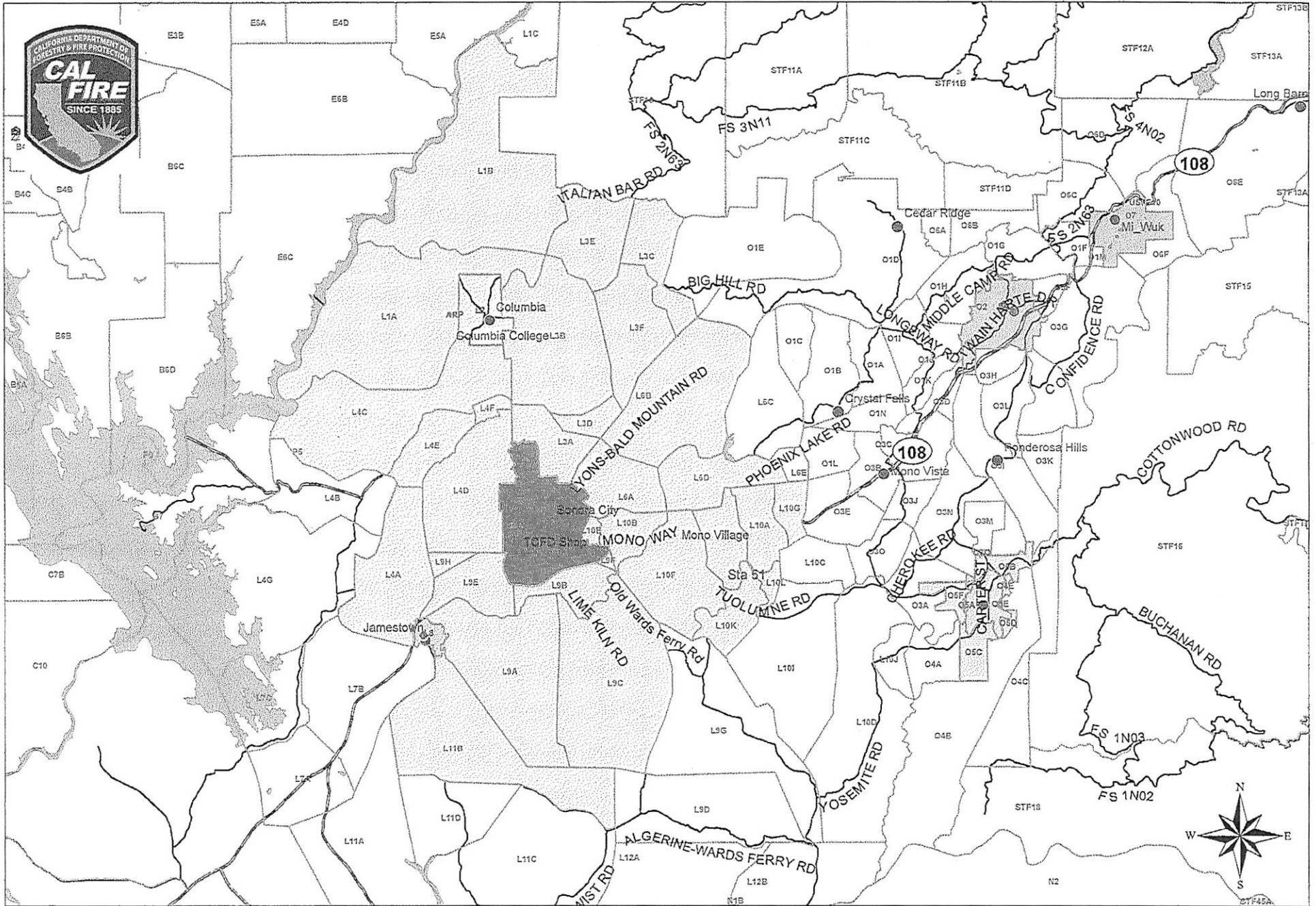
- | | | | | |
|-------------------------------------|--|------------------------------|------------------------------|-----------------------------------|
| Shared by Sonora City/Sierra Center | Shared by Tuolumne City/Rancheria/Twain Harte | Columbia Fire Response Areas | Sonora City Response Areas | Tuolumne Rancheria Response Areas |
| Shared by Sonora City/Columbia Fire | Shared by Twain Harte Fire/Mi Wuk Fire | Mi Wuk Fire Response Areas | Strawberry Fire District | Twain Harte Response Areas |
| Shared by Tuolumne City/Rancheria | Shared by Rancheria/Twain Harte Fire/Mi Wuk Fire | Sierra Center Response Areas | Tuolumne City Response Areas | Groveland CS District |



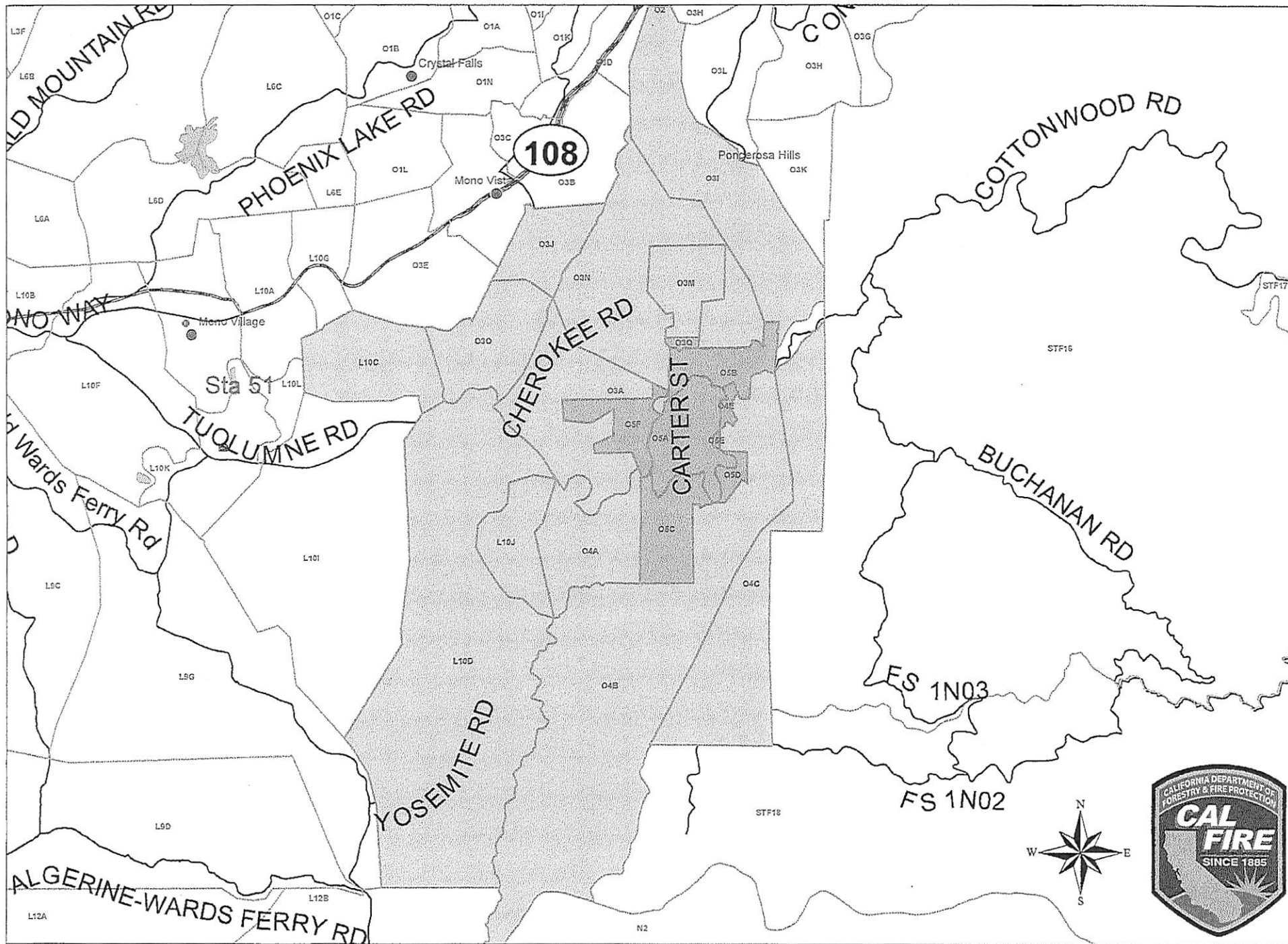


- Shared by Rancheria/Twain Harte/MiWuk Fire
- Shared by Twain Harte Fire/MiWuk Fire
- Shared by Tuolumne City/Rancheria/Twain Harte
- Shared by Tuolumne City/Rancheria
- Shared by Sonora City/Columbia Fire
- Response Areas
- Columbia Response Areas 2017
- Mi Wuk Fire Response Areas 2017
- Sierra Center Response Areas 2017
- Sonora City Response Areas 2017
- Strawberry Fire District 2017
- Tuolumne City Response Areas 2017
- Tuolumne Rancheria Response Areas 2017
- Twain Harte Response Areas 2017

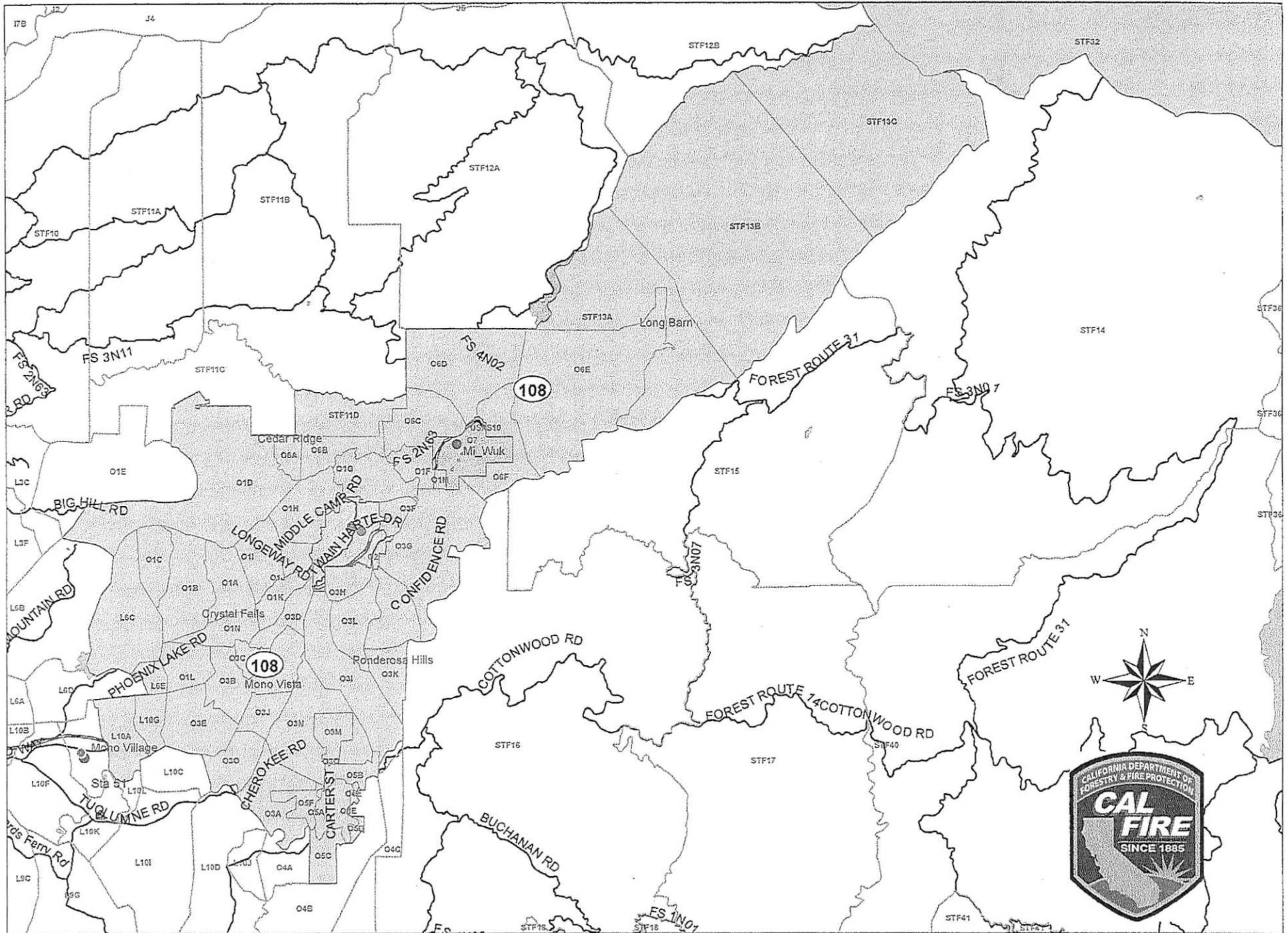
*Tuolumne County
Response Areas*



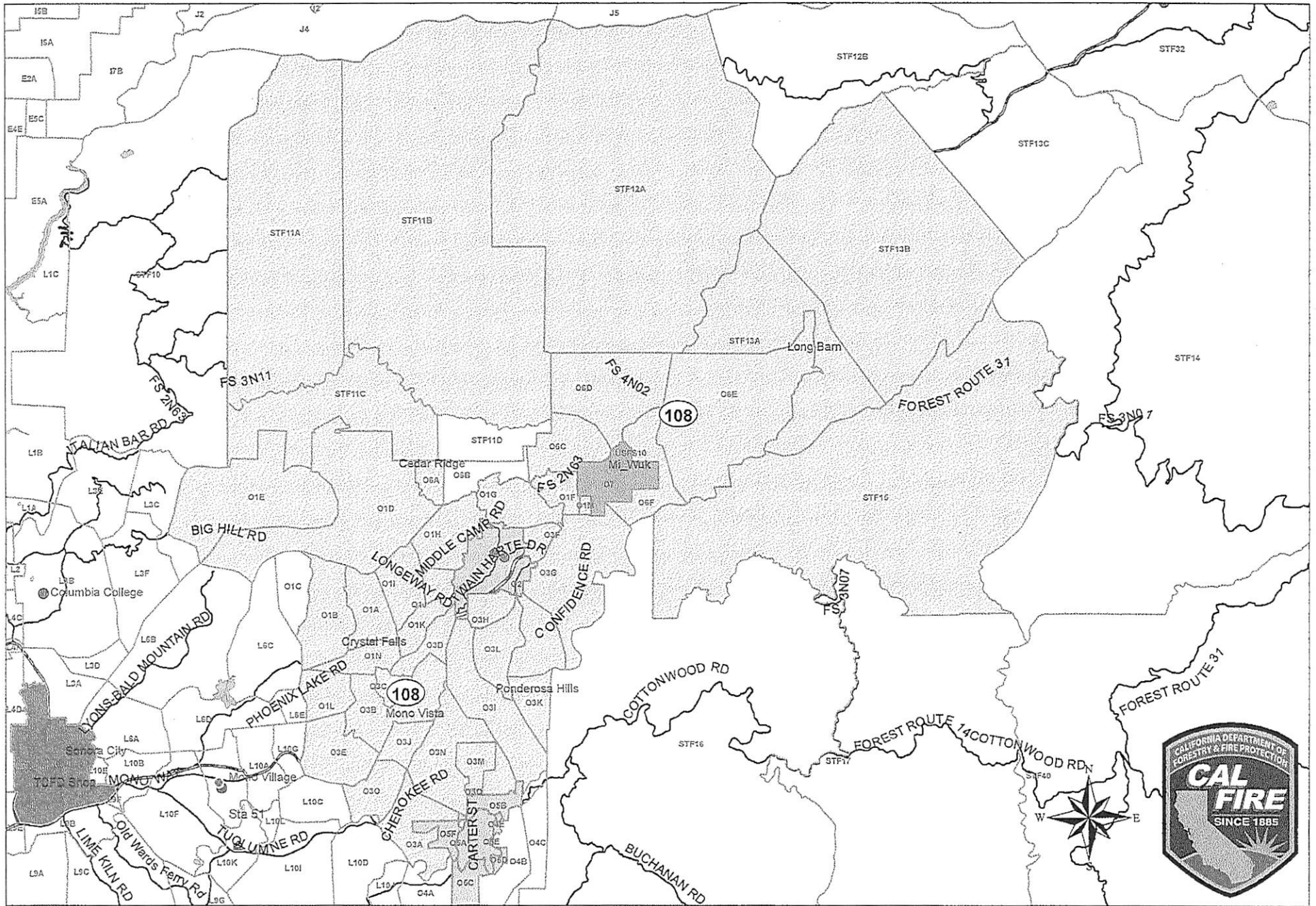
Sonora City Fire Response Areas



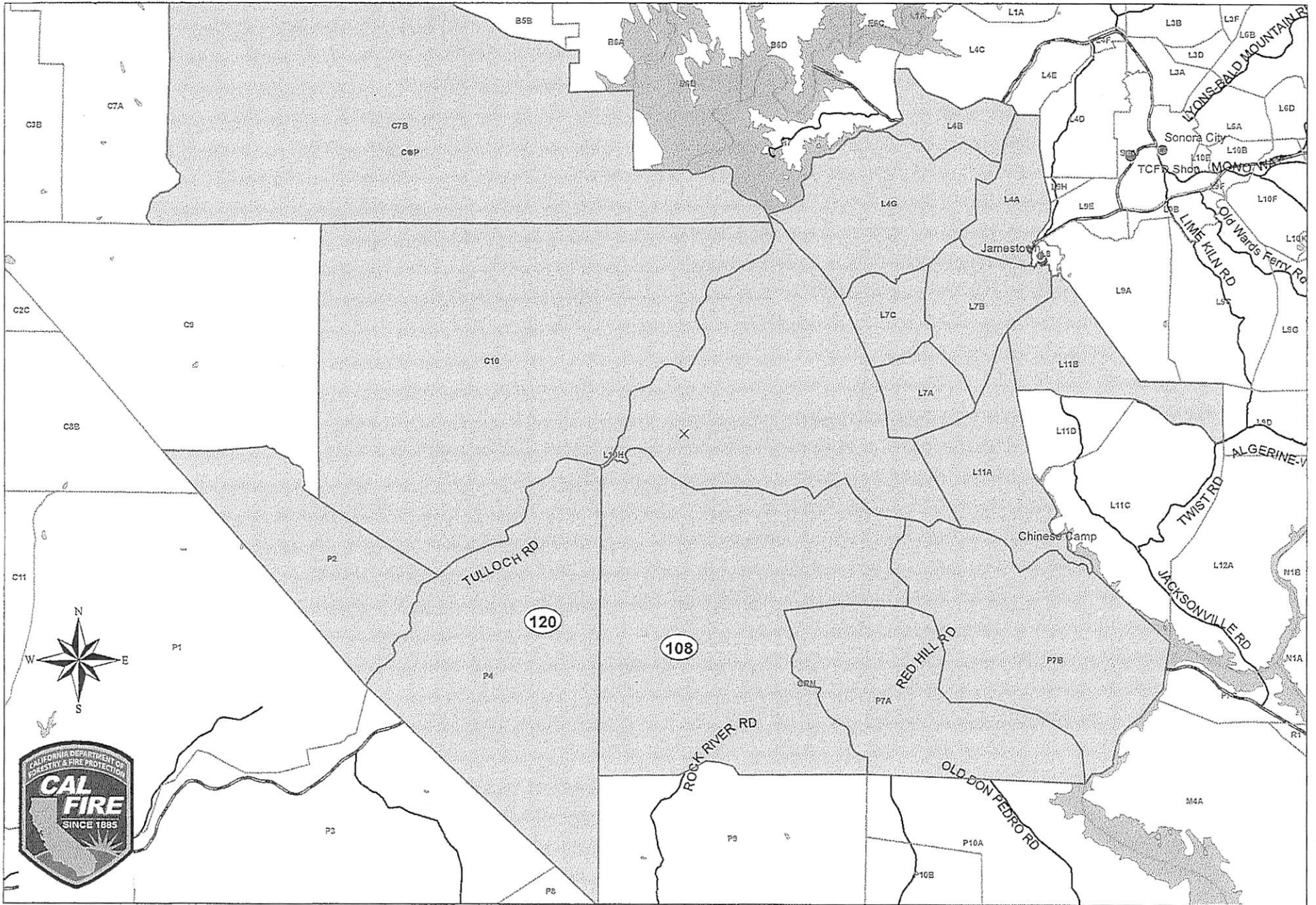
Tuolumne City Fire Response Areas



Twain Harte Fire Response Areas

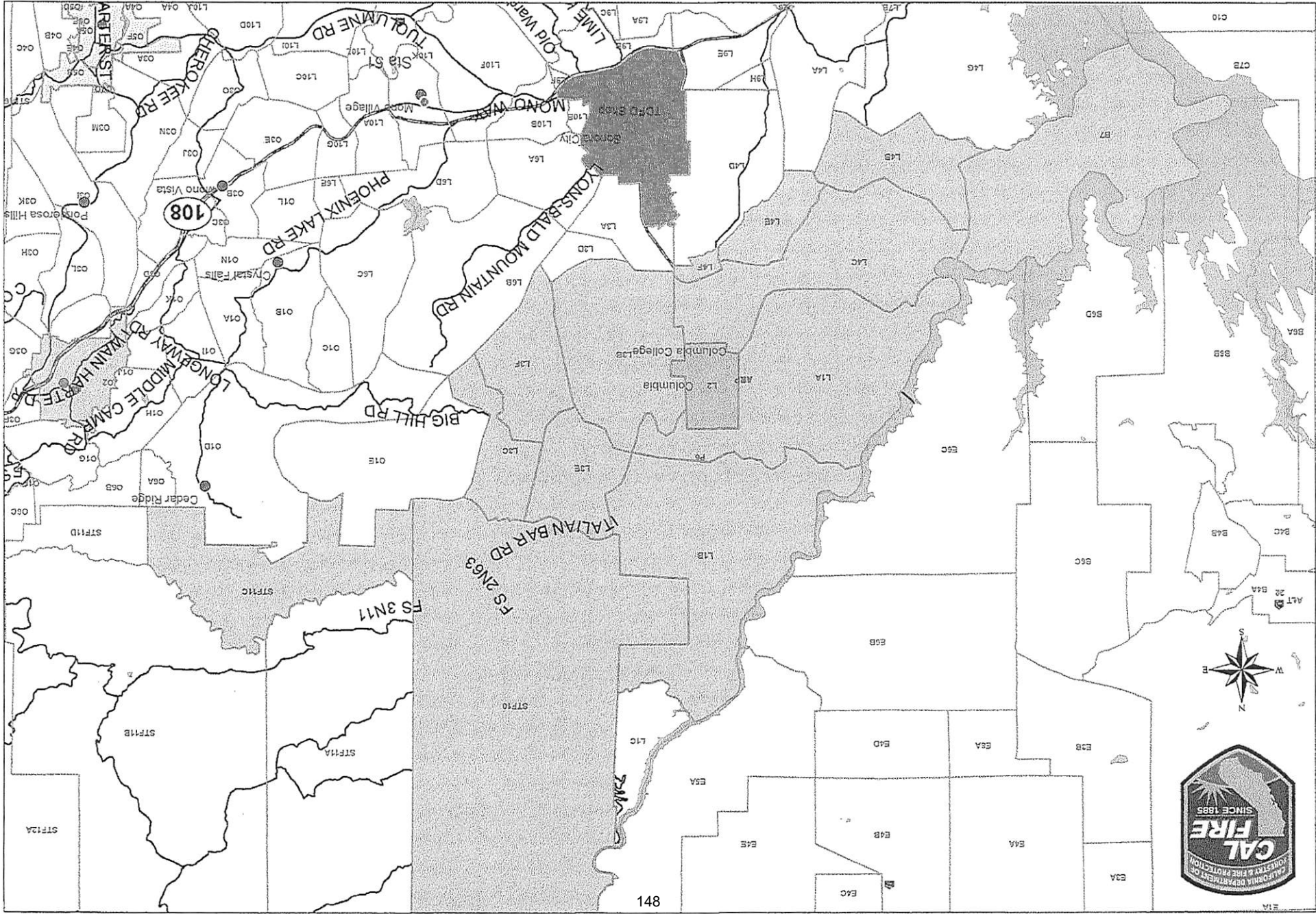


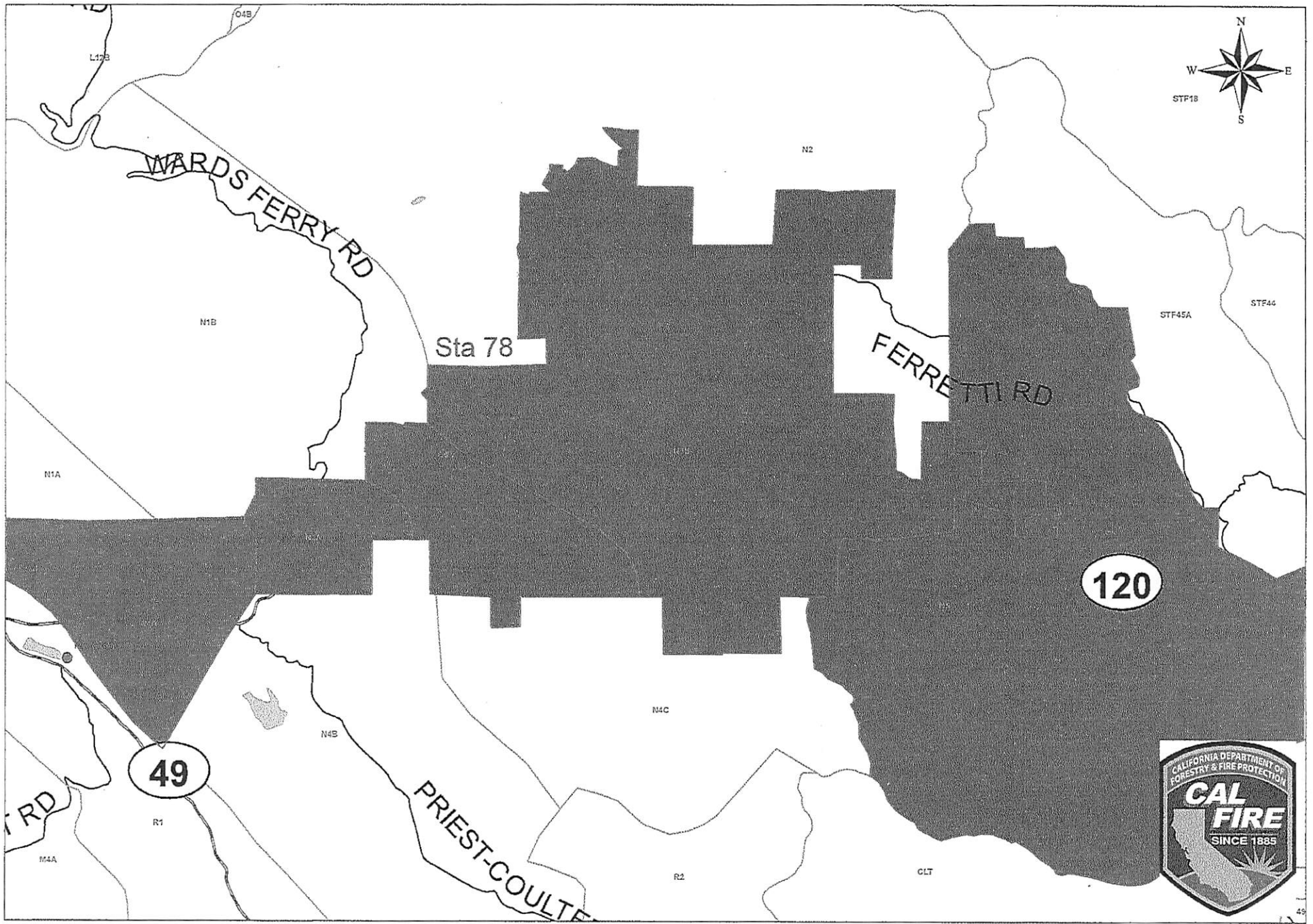
Mi-Wuk Fire Response Areas



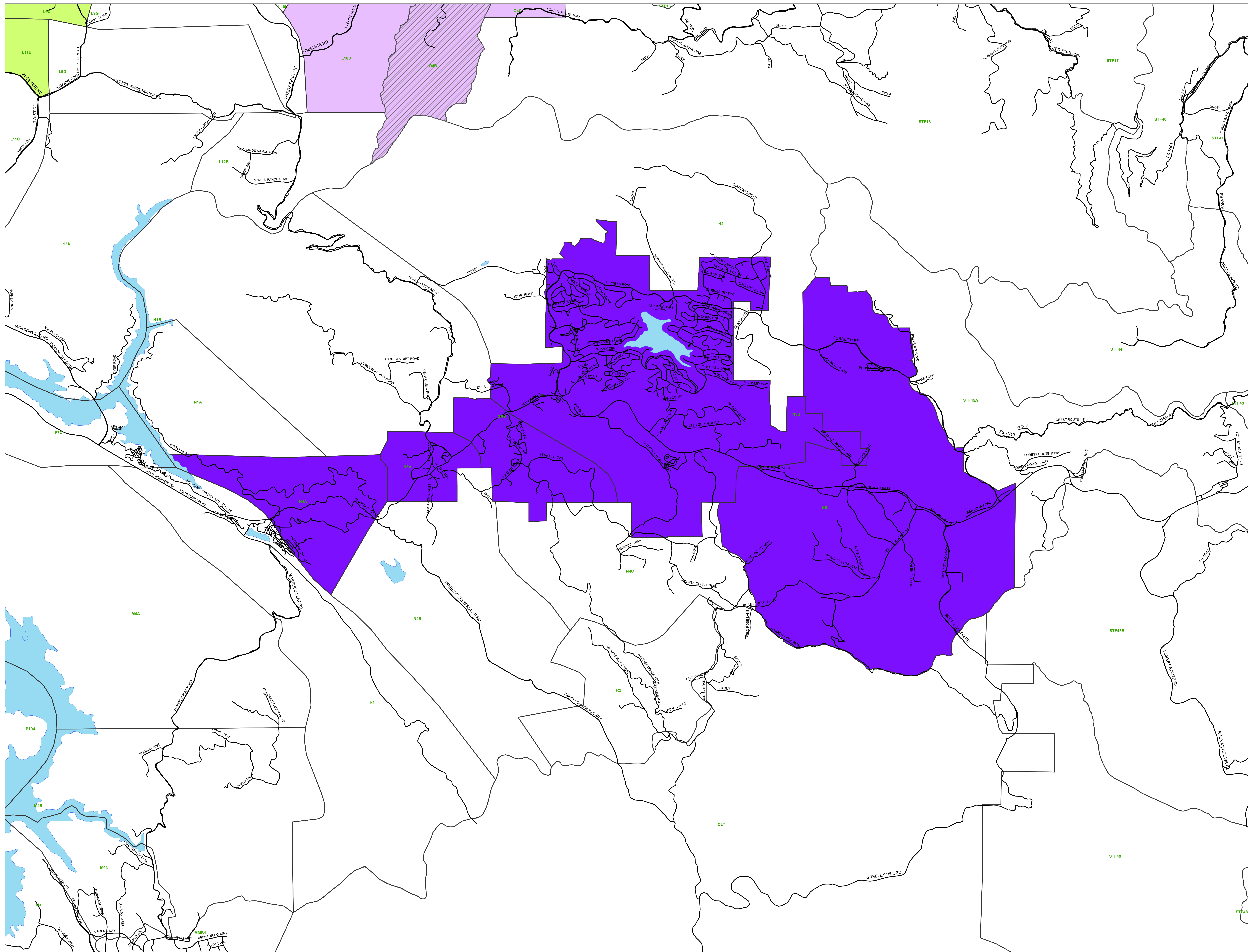
Sierra Center Response Areas

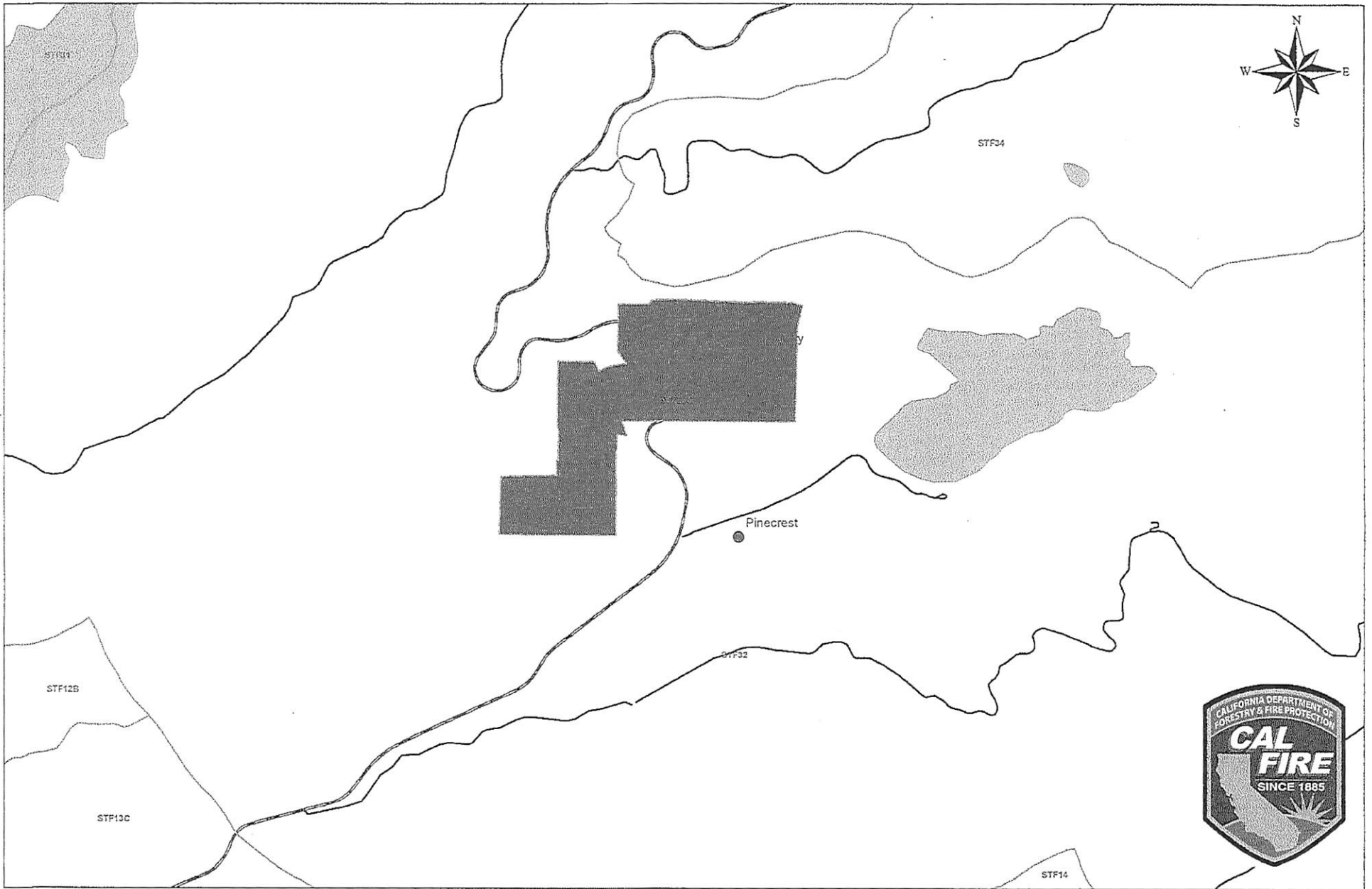
Columbia Fire District Response Areas





Groveland CSD Response Areas





Strawberry Fire Response Areas

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6H. Report Regarding Application to Tuolumne County LAFCO for an Out of Area (Water) Service Agreement for the Airport Estates Development, in Advance of the Future Annexation of the Project

RECOMMENDED ACTION:

Staff recommends the following action:

No action required.

BACKGROUND:

The purpose of this agenda item is to bring the board up to speed on the status but the annotation of the airport Estates development project. Unfortunately, the airport estates land cannot be considered for annexation until LAFCO completes the municipal service review for the district. It will likely be several months before this MSR is completed and therefore the project applicants have requested that we submit a request for approval of an out of area agreement with LAFCO.

This would allow the airport's states applicants to install the service connections to the lots so that homes can be built on them in the near future. Meanwhile the annexation will proceed either simultaneously with or following the completion of the MSR. The project applicants have completed construction drawings that should be approved in the very near future, so that if and when the out of area agreement is approved by LAFCO the construction can begin. An application and deposit has been submitted to LAFCO to start the process. All costs are paid by the project applicants.

ATTACHMENTS:

None

FINANCIAL IMPACT:

None, all costs are paid by applicant deposits in advance

TO: GCSO Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6I. Adoption of a Resolution Approving an Amendment to the Vehicle Use Policy to Allow for Modified Conditions and Uses in the Event of an Emergency

RECOMMENDED ACTION:

Staff recommends the following action:

I move to approve Resolution 44-2020 an Amendment to the Vehicle Use Policy to Allow for Modified Conditions and Uses in the Event of an Emergency.

BACKGROUND:

The District Vehicle Use Policy does not have any restraints or provisions allowing a non-District employee to be transported in district owned vehicles.

The District has limited staff to respond to District emergency situations on the day to day basis. If, or when, the community of Groveland is in its own emergency situation such as a wildfire, flood or other natural or unexpected disasters that could affect the residents and staff in a ways of evacuation, or possible need to shelter in place, the District still needs to maintain a minimum level of staffing to be able to operate the functions of the District.

The Moc fire was a perfect example of the need for the proposed amendments to the vehicle use policy. We want all District employees designated to work during a district designated emergency situation to be safe at all cost and to get themselves and their family to a safe location allowing them the use of the district vehicle for limited travel to and from their place of living during the emergency. Also, the District wants to provide staff limited and necessary transportation to family members when needed to maintain service readiness to resume back to their essential work positions when it is safe to do so. Allowing staff to be able to have the limited use of District vehicles during the event of an emergency, in order to transport family members, will help insure that employees have a piece of mind tending to their family's needs, as well as being able to continue to get back to the District and perform their duties as needed to serve the community.

ATTACHMENTS:

1. Vehicle Use Policy
2. Amended Vehicle Use Policy
3. Resolution 44-2020

FINANCIAL IMPACT:

1. None.

504 Meal Periods

Effective Date: 9/17/2004

Revision Date:

All employees are provided with one meal period of 30 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

505 Overtime

Effective Date: 12/03/2004

Revision Date:

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with applicable law. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

506 Use of Equipment and Vehicles

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property and vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employee shall notify the supervisor if any equipment, machines, tools, or vehicles appear to be

damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

District employee's designated to work during a District Designated Emergency may use a District vehicle for travel to and from their place of living during an emergency. Including The employee assigned a District vehicle during an emergency also has the ability to use the vehicle for the limited personal use purposes needed to maintain readiness to respond to District needs during the situation. This includes the ability to provide limited, necessary transportation to family members when needed to ensure employee and family safety maintain service readiness for the District.

507 Emergency Closings

Effective Date: 9/17/2004

Revision Date:

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

508 Business Travel Expenses

Effective Date: 12/27/2004

Revision Date: 9/10/2007

GCSD will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the General Manager.

By the end of the month during which the travel occurred, the employee must complete and have authorized by his/her supervisor and the General Manager a District Expense Form. Each Expense Form must have attached to it all receipts to back up the requested expense reimbursement.

Employees whose travel plans have been approved are responsible for making their own travel

Adopted: April 13, 2005
Revised: September 10, 2007

58

RESOLUTION 44-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AN AMENDMENT TO THE VEHICLE USE POLICY TO ALLOW FOR MODIFIED CONDITIONS AND USES IN THE EVENT OF AN EMERGENCY

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, the District Vehicle Use Policy does not have any restraints or provisions allowing a non-District employee to be transported in district owned vehicles; and

WHEREAS, any district employee designated to work during a district designated emergency may be permitted the use of the district vehicle for travel to and from their place of living during an emergency; and

WHEREAS, employees have the ability for use of the vehicle during the emergency for limited personal use needed to maintain readiness to respond during the situation; and

WHEREAS, employees have the ability to provide limited, necessary transportation to family members when needed to maintain service readiness.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District approves Resolution 44-2020 an Amendment to the Vehicle Use Policy to Allow for Modified Conditions and Uses in the Event of an Emergency.

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:

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: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: September 16, 2020

SUBJECT: Agenda Item 6J. Report from the General Manager and Park Adhoc Committee Regarding the Status of the Hetch Hetchy Trail Project and Approval of the Park Amenities Request for Proposals

RECOMMENDED ACTION:

Staff recommends the following action:

I move to Approve the Park Amenities Request for Proposals for the purpose of advertisement to consultants.

BACKGROUND:

Hetch Hetchy Trails:

District staff and Management have been working with Hetch Hetchy to execute a preliminary MOU Agreement which serves as a document of intent for each of the parties. This would allow GCS D to align funding sources and make the commitment prior to executing the land entitlement agreement. The land entitlement agreement would be a secondary MOU Agreement once all parties are ready to move forward.

GCS D is committed to applying for long-term grant funding for this project, so that part is clearer in the initial MOU Agreement. The District must secure longer term rights to the trail property meeting the terms and conditions of state grant funding programs.

Hetch Hetchy has started to involve their Real Estate Division, and the thought is that they would create an initial/pre-MOU Agreement stating the intentions of each party (CCSF/Hetch Hetchy, GCS D, and Tuolumne County).

GCS D:

- Desires to create a bike path/trail
- Would agree to assume responsibility for Hetch Hetchy Railroad Grade Right of Way including trail maintenance/development expenses
- Must secure longer term rights to the trail property meeting the terms and conditions of state grant funding programs

CCSF/Hetch Hetchy Water and Power:

- Desires to create a long-term license agreement with GCSD for use of the property
- Benefits from reduced maintenance costs (e.g. cleaning garbage/removing trees)
- Provides for community benefits including: recreation, and historical/environmental education

Tuolumne County:

- Desires to increase outdoor recreation opportunities for residents
- Would assist with easement questions and issues

Park Amenities Study and Plan:

District Management, staff, and the Park ADHOC committee held a meeting on July 16, 2020. Staff was directed to compose a request for proposals (RFP) to distribute to design firms to conduct a park amenities study and plan. The committee held another meeting on August 31, 2020 to review the draft RFP that District staff prepared. The RFP was populated to the District website, CSDA, and emailed to engineering firms that have been in contact to the District. The deadline for proposals to be received by the District is September 25, 2020 and the ADHOC committee will review the proposals on October 6, 2020. Staff will be prepared to bring the decision to the Board for direction or approval during October's regular meeting.

Should the Board desire amendments to the RFP as a result of this discussion, such amendments will be prepared, posted and distributed to all consultants on our list.

ATTACHMENTS:

1. Park Amenities Request for Proposal

FINANCIAL IMPACT:

The 2020/21 Park budget contains an allocation of \$15,000 for the initial phase of this study.

Groveland Community Services District

Issued: August 31, 2020



REQUEST FOR PROPOSALS (RFP)

Park Amenities Study and Plan

Deadline for Submission of Proposals:

September 25, 2020, 4:00pm

For an electronic version of this RFP, go to:

www.gcsd.org

(Click on "Bids, RFPs & RFQs")

ACTIVITIES AND SCHEDULE

ACTIVITY	DATE
• Release of published RFP	August 31, 2020
• Deadline for RFP responses to be received by District	September 25, 2020
• Review Committee evaluates and ranks proposals	October 6, 2020
• Notice of contract award (Tentative)	October 13, 2020
• Contract executed (Tentative)	October 13, 2020

SECTION TWO: GENERAL RFP SUMMARY

The Groveland Community Services District is requesting proposals from experienced and qualified consulting firms to conduct a Park Infrastructure/Amenities study to determine priorities for improvements to existing park facilities as well as the feasibility and desired location for new park features and amenities to increase park safety and functionality, while increasing recreation and tourism opportunities.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

Established as mining camps in 1852, Groveland and the nearby town of Big Oak Flat were once thriving California Gold Rush towns. After the decline in gold production, the historic town of Groveland made its mark offering hospitality to weary travelers coming to and from Yosemite National Park. Located only 26 miles from the northern entrance to the Park on Highway 120, today Groveland is the most convenient gateway for tourists coming from the San Francisco Bay Area, Sacramento, Stockton, or Modesto.

Although Groveland boasts a population of approximately 3,000 full-time residents, this number more than triples during the summer months. Visitors are attracted to both the magnificent beauty of our area, as well as the many recreational opportunities offered nearby. Our quiet hilltop community has managed to retain much of its old west charm, and still boasts the oldest continuously operating saloon in California. Travelers enjoy playing golf at Pine Mountain Lake’s 18-hole golf course, taking in the sun at one of the numerous recreational lakes nearby, fishing, hiking, and of course sightseeing.

The Groveland Community Services District (GCS D) was formed in 1955 to provide public services to the growing community, and to address the need for a solid water supply and wastewater treatment. GCS D provides water treatment and distribution; sewer collection, treatment, and disposal; fire protection/emergency response, and park services to the community and its visitors. The existing District park facilities include:

- Mary Laveroni (upper) Park
 - Playground structures
 - Picnic tables and BBQ
 - Lawn areas
 - Restroom

- Mary Laveroni (lower) Park
 - Lawn/event area
 - Event infrastructure including water and electrical hookups
 - Event pit BBQ
 - Concession stand
 - Stage area with storage and restrooms
 - Basketball Court
 - Skatepark

- Leon Rose Baseball Field and Dog Park
 - Baseball field partially decommissioned due to lack of revenue, volunteer assistance/commitments and sporadic use
 - Small fenced dog park

The District has experienced recent growth in residents and visitors to the area, increased usage of District park facilities, and identified community interests in new park features such as a bike park, trail system and RV campground. In addition, there are several major grant funding sources currently available for new and renovated park facilities, requiring the District to conduct an evaluation of its existing park facilities and infrastructure, as well as to establish a plan to integrate feasible future park improvements and amenities.

District management and administrative staff intends to utilize a professional consultant experienced in park and trail planning and grant funding to conduct an initial analysis of existing park amenities, available district properties and identified needs and opportunities; and to develop site (layout) plans and recommendations to the District board of directors for prioritization and community engagement.

The goal is to develop a relationship with a consulting team with the capacity to serve as an advisor to the District in a cost effective way; to plan, design, fund and implement legacy projects that support the health, economy and history of the community.

This proposal should address the consultant's experience and approach in the entire scope of the project, however understanding that the District may not be financially able to proceed with work beyond the initial analysis and feasibility/cost planning and site layout(s). The cost proposal portion of this RFP addresses the first step in the process only; development of the relationship, gaining an understanding of district objectives and interests and to prepare preliminary site layout plans, project implementation tasks and development cost estimates adequate to submit solid state grant applications within the next 6-12 months. If the relationship works, the District may directly negotiate task orders for work potentially including more detailed analysis of larger project components to refine budget cost estimates, conduct planning related to future growth impacts and needs, engineering design tasks, projects planning, permitting, grant application development, project design, bidding and construction inspection.

In 2007, the District conducted a [Land Use Study](#) which identifies District owned properties, their existing and proposed/possible future uses and related opportunities and constraints. This study was commissioned at a time in which the District anticipated growth of 1100 residential units in a relatively short period of time, but which never occurred. In the study, the District stated its desire to develop its 200+ acres of property such that its customers have a unique place that serves the needs of the residents of Groveland-Big Oak Flat and the surrounding communities. The objectives and outcomes of the 2007 study should be incorporated into this park amenities evaluation including:

- A place for people of all ages and abilities to congregate
- A place that captures the natural beauty of its environment and landscape for public enjoyment
- A place that becomes a recreation center for the needs of the entire community
- Friendly and welcoming facilities and programs that are inclusive of the whole community, both in terms of education and recreation

SECTION FOUR: SCOPE OF SERVICES

The District is seeking the assistance of a professional consultant experienced in park and trail planning and grant funding to conduct an initial analysis of existing park amenities, available district properties and identified community needs; and to develop site (layout) plans and recommendations to the District board of directors for prioritization, additional community engagement and use public outreach and in grant funding applications.

The Park Amenities Study should include but are not limited to the following:

- Preparation of site plans including support facilities and amenity details for the Phase One (1) of Class One (1) paved walking/biking path on the old Hetch Hetchy Rail Road Grade that will start at the “future” Resilience Center located near the entrance of the District property and continue through the park, ending near the Fire Department in downtown Groveland, CA. The site plan will show connections to existing/improved park facilities, trailheads, functional and interpretive signage, benches and other amenities. Trail site plans must be graphically pleasing and prepared for public presentation and understanding.
- Preliminary evaluation of location, suitability, traffic flow, efficiency, accessibility and overall design of existing park structures, facilities, amenities and landscape. Preparation of site plans including necessary support facilities and amenity details for recommended Park improvements to meet District goals. Items identified in community outreach include:
 - The concrete surface under the existing skate park is spalling and must be replaced or significantly renovated. The preliminary evaluation must consider removal or repurpose of existing Skate Park, including incorporation of design of a Pump Track/Bike Park, and or Climbing Wall.

- Potential reconfiguration/support facilities to create a venue to host and better support private events such as weddings, reunions, birthdays etc.
 - Reconfiguration of stage to hold community events such as concerts, plays, and movies.
 - The evaluation shall provide consideration of incorporation of additional features that enhance/increase the usability, function and revenue generation potential of the park and its facilities such as safety and accessibility improvements, security, lighting, gazebos, BBQ/picnic areas, parking and infrastructure to support public movies, concerts, theater and similar events.
- Evaluation of the feasibility of a developing a Campground facility for tent and RV use on District property adjacent to the Park and proposed trail site, to include trail linkage to the RR Trail, Park and downtown Groveland.
 - Evaluation of the feasibility of development of a competitive mountain biking course on adjacent District property with linkage to the Campground and trail system.
 - Evaluation of the feasibility of development of a competitive Disc Golf Course on adjacent District property with linkage to the Campground and trail system.
 - Preliminary design and construction estimate, as well as preparation of a project flyer(s) and amenity details for the options selected by the Board.

SECTION FIVE: MINIMUM QUALIFICATIONS

Proposer and proposer's staff, including sub-contractors, shall have experience conducting Park Master Plan studies for other local governmental jurisdictions and should have a sound and proven methodology for making improvement recommendations.

Proposer shall possess all permits, licenses, and professional credentials necessary to perform the services listed in the Scope of Services in this RFP.

Proposer shall furnish all necessary labor, equipment, supervision, transportation, supplies and incidentals to perform all work necessary.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

Proposals are to be straightforward, clear, concise, and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit their proposal package electronically, which may include a link to an online/cloud based file repository or website which must have all final files uploaded by the proposal submittal deadline.

PROPOSAL ELEMENTS

1. Qualifications and Experience

Provide an overview of your qualifications and experience with similar projects and comparable work. Address any subcontractors to be used and their experience related to their portion of the work, experience with state grant funding applications, design that incorporates facilities that support tourism and the local economy and any other relevant work.

2. References

Included at least three (3) references who can speak to your past performance and capability for the service requested.

3. Approach

Describe your approach to providing the Scope of Services described in the RFP in a high quality, cost-effective and comprehensive manner. Demonstrate thorough conceptual and technical understanding of the purpose and scope of the project. If planning to engage sub- contractors for any services in the Scope of Services, identify which items.

4. Staff to be Assigned

Provide a staff organizational chart and identify the roles and responsibilities to be fulfilled by each staff member or subcontractor.

5. Cost

Provide an itemized budget to conduct the Park Amenities study, including a breakdown of personnel costs as well as any other anticipated costs. For budgetary purposes, plan on District staff providing video, photographs, measurements and other site information to reduce consultant travel costs. Provide a cost for one onsite meeting and the cost of additional meetings, including travel. Also provide the cost for attending meetings virtually via MS Teams or Zoom.

SECTION SEVEN: RFP PROCESS

Sealed (or emailed) proposals must be received at the District Office, **NO LATER THAN September 25, 2020 at 4:00pm.**

Proposals are to be addressed as follows:

**Park Amenities Plan (on Subject Line if by email)
Groveland Community Services District
18966 Ferretti Road, Groveland, CA 95321**

Or

rpearlman@gcsd.org

Proposals timely received will be reviewed by GCS D staff and Park Committee, who will recommend a contact be awarded to the selected consultant.

SECTION EIGHT: EVALUATION CRITERIA & SCORING

The Park Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A.	Completeness of Proposal	Pass/ Fail
B.	Qualifications and Experience	40%
C.	Approach/Service Delivery/Methodology	40%
D.	Cost	20%

Award will be made to the qualified proposer whose proposal will be most advantageous to the District, with price and all other factors considered. The District will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the District cannot successfully negotiate a contract with the highest ranked proposer, the District will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers are advised District reserves the following prerogatives:

- To reject any or all proposals
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the District is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.