



REGULAR MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

August 8, 2023

10:00 a.m.

HOW TO OBSERVE AND PARTICIPATE IN THE MEETING REMOTELY:

Computer, tablet or smartphone: 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# 279-281-953 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/u/abb4GNs5xM> if the line is busy.

Mobile: Log in through the Zoom mobile app on a smartphone and enter Meeting ID# 279-281-953.

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. The Board President will also public comment to be made verbally prior to consideration of each agenda item, and will explain the procedure for making verbal comments during the meeting. 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 Rachel Pearlman, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or rpearlman@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

AGENDA MATERIAL:

Physical copies of agenda material will not be available at the meeting. All agenda material can be accessed on the District Board Meeting Webpage at <https://www.gcsd.org/board-meetings->

[meeting-documents](#). Physical copies can be obtained through the District office once made available.

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)



AGENDA
August 8, 2023
10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Nancy Mora, President
Janice Kwiatkowski, Vice President
John Armstrong, Director
Spencer Edwards, Director
Robert Swan, Director

1. Approve Order of Agenda

2. Public Comment

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

3. Information Items

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

A. Staff Reports

- i. Fire Department Report
- ii. CERT Report
- iii. General Manager's Report
- iv. Operations Manager's Report
- v. Administrative Services Manager's Report

B. Proclamations

- i. Recognition of Greg Dunn for his 8 Years of Service to the Groveland Community Services District

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 Minute from the July 10, 2023, Special Meeting
- B. Approve Minutes from the July 11, 2023, Regular Meeting
- C. Accept July 2023 Payables

D. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. 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 Commending CAL FIRE Captain Patrick Cohen for his Service and Accomplishments While Serving the Groveland Community Services Fire Department
- B. Adoption of a Resolution Approving an Extension of the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing Co-Located with the Groveland Community Services District Fire Department for One (1) Year
- C. Adoption of a Resolution Approving Cooperative Fire Protection Agreement Between the District and CAL FIRE
- D. Adoption of a Resolution Declaring Certain District Property Surplus and Authorizing the Sale of Equipment by Public Bidding Process

7. Adjournment

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

18966 Ferretti Road Groveland, CA 95321

Staff Report
August 1, 2023

To: Board of Directors

From: Andy Murphy, Assistant Chief
By: Travis Chunn, Fire Captain

Subject: Monthly Activity Report – July 1, 2023 – July 31, 2023

Operations:

On July 20, 2023, at approximately 5:45 PM, GCSD Engine 781, CAL FIRE Engine 4495, and CAL FIRE Utility 4456 were dispatched to a vehicle accident at the 19000 block of Elder Lane in Groveland, CA. Upon arrival, Engine 781 found a single vehicle on its roof. All occupants of the vehicle fled the scene and went to the nearby Twin Pines Apartments. The occupants of the vehicle were located at the apartments, and they all refused medical treatment.





Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 783	1995 International Model 15	In Service
Utility 786	2008 Chevrolet 2500	In Service

Training:

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

- Fire Engine Equipment
- Area Orientation
- Hose Evolutions
- Pumping
- FAE Martinez attended an Incident Command System Logistics class

Fire Department News:

The AT&T Fiber internet line has been installed through the conduit at Station 78. We are waiting for AT&T to finish setting up the fiber on the account. Once this is complete, AT&T will come out to turn on the service. This will provide extremely consistent internet at the fire station.



Fire Chief's Report
August 1, 2023
Page 5 of 5

On July 25, 2023, the washing machine started leaking water from inside the machine. The water leaked all over several sensors, which stopped the machine from working. The washing machine & dryer were both over 10 years old, so we ordered replacement machines. The new set was ordered on sale from Lowes and delivered on July 31, 2023.



MONTH - July 2023

STATION 78

Alarm Sounding	4
Odor Investigation	0
Debris Fire	0
Medical Aid	39
Fire Menace Standby	5
Fire Other	0
Haz Mat	0
Landing Zone	1
Plane/Heli Crash	0
Public Assist	6
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	2
Vehicle Accident/Pin in	0
Vehicle Fire	0
TOTAL	57

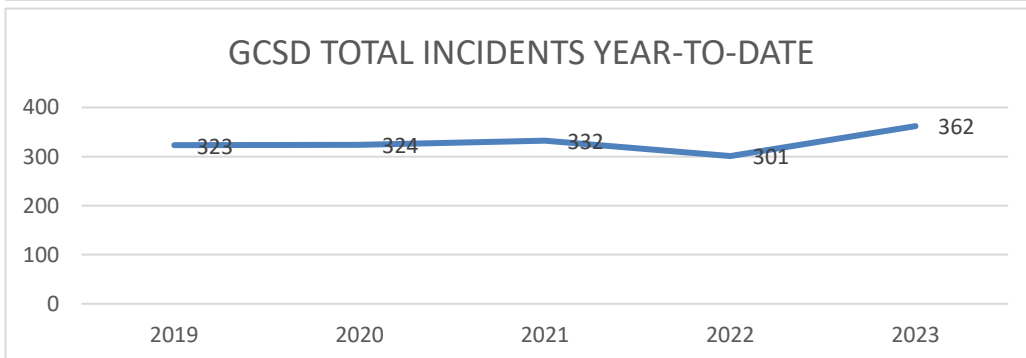
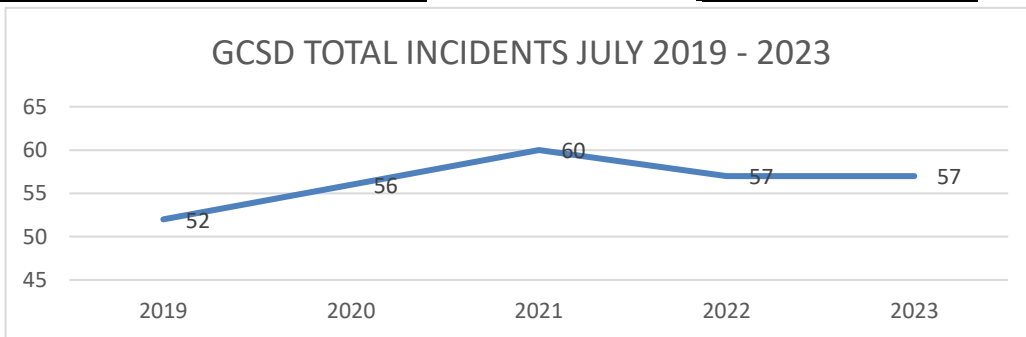


Auto Aid	Given
Tuolumne County	1
INC #9999 Medical Rescue Priest Grade	
TCFD E-631: 25 Calls	

(56 calls in GCSO district, 1 call in Tuolumne County)

Last Call Logged Run # 10057

ALS	
YES	NO
34	7



Operations and Maintenance Report July 2023

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	4.27
Average	0.14
High	0.17
Low	0.10

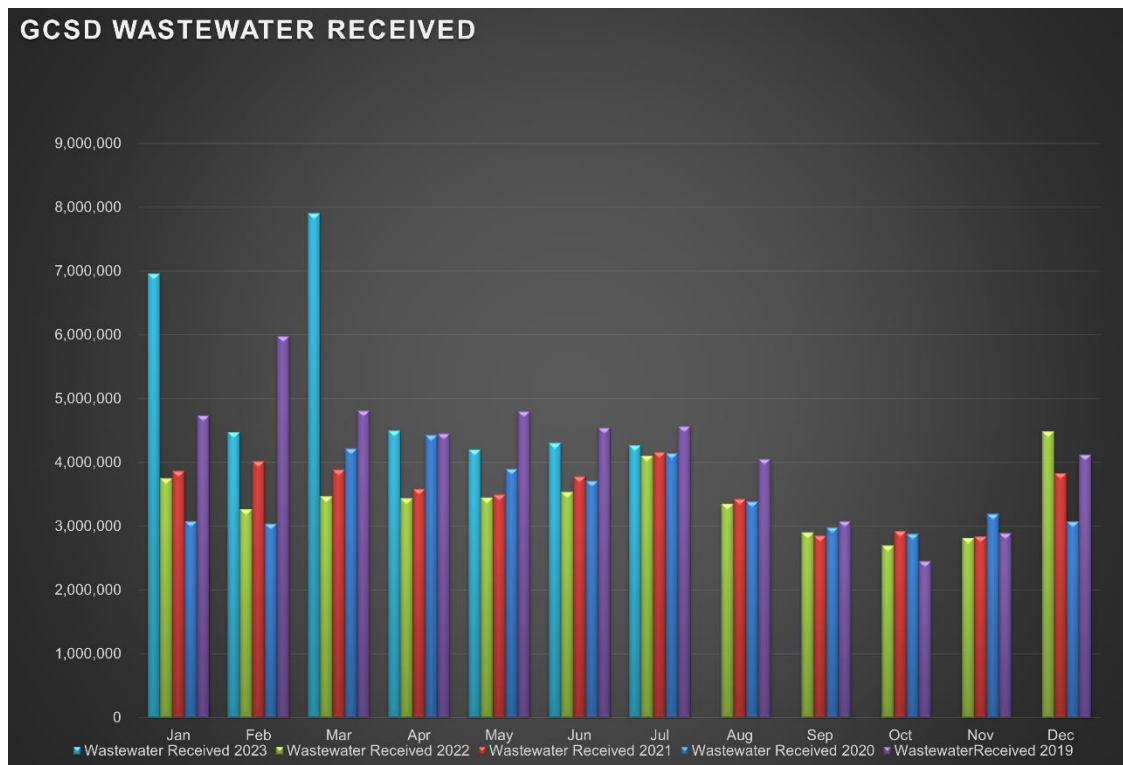
Effluent Totals	
Total	4.35
Average	0.14
High	0.18
Low	0.11

Reclamation Totals	
PML	
Spray Fields	
PML Season Total	
Spray Field Season Total	

Wasting Totals	
Total Inches	167
Total Pounds	5348
Active Accounts	1565

STP Rainfall Totals by Year During Current Month (Inches)					
Season	2023	2022	2021	2020	2019
0.00	0.00	0.00	0.00	0.00	0.02
	High 0.00	High 0.00	High 0.00	High 0.00	High 0.02

Charted Historical Monthly Influent Totals



Wastewater Treatment Division

Routine Tasks

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Alpha Lab for testing.
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab.

Water Treatment Division

Routine Tasks

- 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 them into Alpha Lab
- Monitored/sampled Distribution Tanks as needed.

Maintenance Department

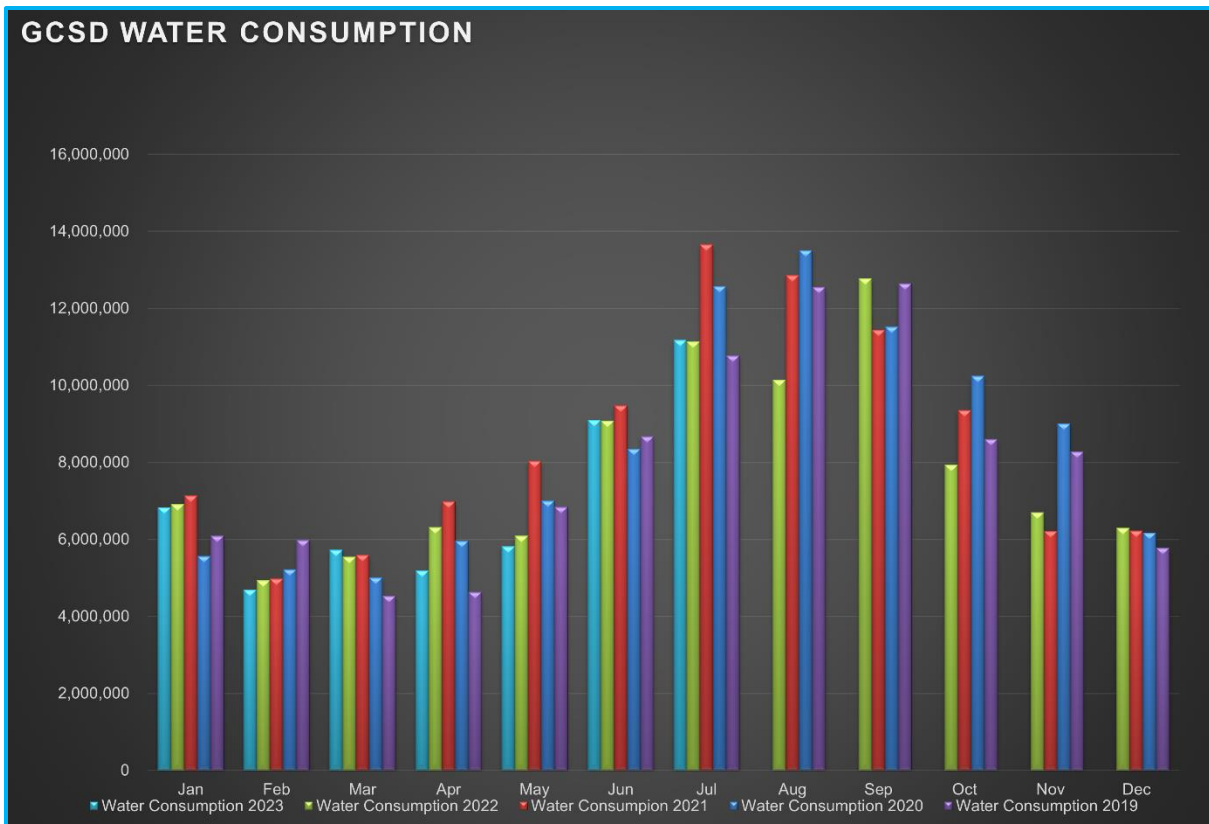
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	2
Water Meters Installed	4
Monthly Meter Restrictions	0
Meter Lock offs	0
Meter Changeouts	3
Tenant Final Reads	1
Re-Reads	18
Meter Turn-Offs	4
Meter Turn-Ons	3
Meter Tests	88
Winterize Meter	0
Color/Taste/Odor Complaints	3
Total Meter Related Issues	123

Billed Consumption (Gallons)	2023	2022	2021
Residential	10,487,154	10,302,426	12,613,466
Commercial	690,486	831,216	1,007,603
Total	11,177,640	11,133,642	13,621,069

Active Accounts	3271
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Charted Historical Monthly Water Consumption



Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	0
Water Service Line Leaks / Repairs	0
Fire Hydrant Repairs / Replacements	0
Number of Hydrants Flushed	11
Number of Dead-Ends Flushed	9
Water Valves Exercised	3
GIS Points	0

Description	Gallons
Flushing for Water Quality	19,100
Water Loss Due to Leaks / Breaks	0

After-Hours Calls (Hours)				
Water	Sewer	Park	Other	Total
5	25	6	0	36

Maintenance and Repair

- **Routine Tasks**
 - Read all District Water Meters
 - Customer Service Calls (Low / High Pressures, No Water, Turn-Ons / Turn-Offs, Etc.)
 - Underground Service Alert (USA) Utility Marking Program
 - Weekly Pump Station Inspections at Tank 2, Tank 4, Tank 5 (Buildings, Tanks, Motors, Pumps, Drives, Communications, Generators, and Auxiliary Equipment)
 - Lock offs for non-payment.

- **Tanks and Pump Stations**

- **Distribution System**
 - Water Distribution System Flushing
 - Water Meter Testing
 - Repair leaking water service line at 18758 Foote St
 - Repair hydrant stem shaft at 19740 Old Highway 120
 - Assist property owner with leak investigation at 20967 Hemlock St
 - Upgrade service line and install water meter for new construction at 13323 Mule Ct

Pictures

Wastewater Collection System Division

Description	Total
Manholes Inspected	192
GIS Points	0
Customer Complaint	9
Odor Complaints	1

Description	Total
Flushing/Jetting (Feet)	1780
Video Inspection (Feet)	457

Description	Total
Sanitary Sewer Spills (SSO)	1
SSO Gallons Spilled	83.7

Maintenance and Repair

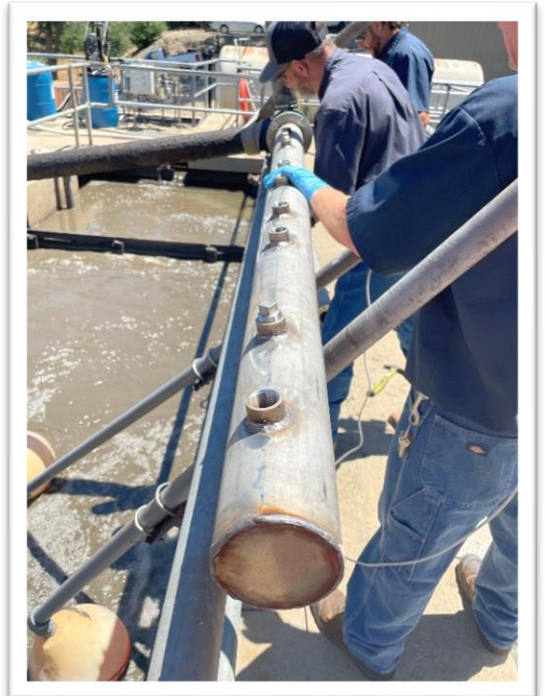
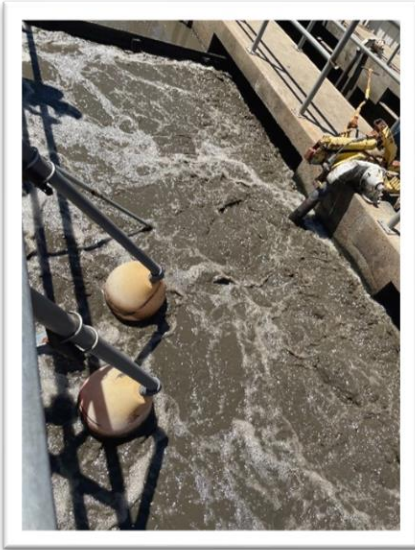
- **Routine Tasks**
 - Weekly lift station site inspections (PMCS)
 - Added degreaser and odor control to lift stations.

- **Lift Stations**
 - Cleaned and Inspected: LS8, LS9, LS10, LS11
 - Manhole Inspections LS16.
 - Replace pressure transducer at LS5.
 - Repaired LS13, Pump 1. Pump not priming properly.

- **Collection System**
 - Flushed/Jetted gravity sewer line areas.
 - Groveland, Bass Pond, Twin Pines Easement Manhole inspections.
 - Install sewer lateral connection for new construction at 13323 Mule Ct
 - Sewer lateral inspection 13510 Clements Rd.
 - Sewer lateral repair at 20606 Longview St.
 - Remove root ball from manhole at 19675 Pleasant View Dr

Pictures

Wastewater Treatment Plant – Aerator Diffuser Installation



Parks Division

Maintenance and Repair

- **Mary Laveroni Community Park**
 - Landscape Maintenance
 - Movies in the park.
 - Daily trash and bathroom maintenance
 - Remove dead pine tree at lower park.

- **Ballfield & Dog Park**
 - Apply weed killer to baseball infield.

General Maintenance Division

Maintenance By Department

- **Operations Department**
 - 2G Water Treatment Plant
 - Big Creek Water Treatment Plant
 - Installed replacement fan in UV room.
 - Installed new surge valve.
 - Installed new flow meters.
 - AWS
 - STP
 - Installed aerator diffusers.

- **Maintenance Department**
 - Equipment
 - Shop tool maintenance and cleaning.
 - Monthly Inspect and run at operating temperatures...
 - Rain for Rent, Sullair, Vactron, Cement mixer, Light Tower, STP generator, Dunn Ct Generator, AWS Generator, Standby Generator, Highlands Generator.

Vehicles

- 60523: Replaced vac truck PTO switch.
- 62333: Install spill boards.
- 52331: Shorten rear lumber rack and rewire hoist and lights.
- 42128: Install toolboxes and headache rack on truck bed.
- 62330: Warranty repairs at dealer shop.
- 60524: Repaired hose reel guide.

- Buildings & Yard
 - General yard cleanliness.
 - Vegetation management.

Contracted Work

- Moyle Excavation
 - Sewer Mainline replacement – ATH Brewery, PML Hardware, and Upper Skyridge
- Day Generator Service
 - Install Automatic Transfer Switches at LS13 and Highlands Pump Station

Workplace Safety and Training

- Routine Safety Meetings
 - Daily Tailgate Meetings
 - Weekly Safety Meetings
 - Weekly Security Checks
 - Weekly Vehicle Inspection

**SPECIAL MEETING OF THE BOARD OF
DIRECTORS GROVELAND COMMUNITY SERVICES
DISTRICT GROVELAND, CALIFORNIA
July 10, 2023
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Nancy Mora President, Janice Kwiatkowski Vice President, John Armstrong, Spencer Edwards, and Robert Swan being present. Also present was Board Secretary Rachel Pearlman, and General Manager Peter Kampa.

Call to Order

Director Mora called the meeting to order at 10:03am.

Director Armstrong Absent

Director Armstrong joined the meeting at 10:13am

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.

Discussion and Board Direction Regarding the Potential for District Involvement in the Operation of the Groveland Community Resilience Center

Motion

Consensus of the Board to direct the General Manager to best coordinate, assist and partner with the County in the operation of the Groveland Community Resilience Center to benefit the region's needs.

Discussion and Board Direction Regarding the Impacts from Frequent and Extended PG&E Outages

Motion

Consensus of the Board to recommend the General Manger of the following actions:

1. *Direct staff to convey to PG&E and the CPUC the severity of damage experienced by the District, residents, property owners and businesses in the Groveland region caused by the power outage of July 1 – 3, 2023 and our expectation of financial restitution.*
2. *Direct staff to convey to PG&E and the CPUC our opposition to the further deployment and use of the Enhanced Powerline Safety Settings (EPSS) which result in extended power outages with no advance customer notification or consideration provided to protect public health and safety or offset negative community impacts.*
3. *Direct staff to convey to PG&E and the CPUC our demand for immediate action to address and remedy electrical grid infrastructure defects in the region, including undergrounding as needed to ensure local power reliability and optimize against fire hazards.*
4. *Direct staff to convey to PG&E and the CPUC our demand for the immediate installation of permanently installed emergency backup generators, connected to the Permanent Interconnection Hub (PIH) at Mary*

Laveroni Park. These generators must be capable of powering the downtown Groveland electrical system during all power outages including those triggered by the EPSS.

5. *Direct staff to convey to PG&E and the CPUC our demand that it should fully adhere to all previously established Public Safety Power Shutdown (PSPS) protocol and requirements including the required documentation of weather conditions and other factors in shutdown decisions, advance public notification of shutdowns, establishments of local community resource centers, rapid installation of generators and their use at the PIH to minimize outages during planned PSPS.*
6. *Direct staff to convey to PG&E and the CPUC our demand to remove the PIH equipment and abandon the associated easements on District property if PG&E intends to not install permanent generator(s) at the PIH site or re-implement the PSPS protocol and procedures, including the rapid installation of temporary generators connected to the PIH in advance of PSPS shutdown.*

Adjournment

The meeting adjourned at 12:45pm.

APPROVED:

Nancy Mora, Board Vice President

ATTEST:

Rachel Pearlman, Board Secretary

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

July 11, 2023

10:00 a.m.

The Board of Directors of Groveland Community Services District met in regular session on the above-mentioned date with Directors Janice Kwiatkowski Vice President, John Armstrong, and Robert Swan being present. Also present was Board Secretary Rachel Pearlman, Operations Manager Luis Melchor, and General Manager Pete Kampa.

Call to Order

Director Kwiatkowski called the meeting to order at 10:01am.

Director Mora and Edwards are absent.

Approve Order of Agenda

Motion

It was moved by Director Swan and seconded by Director Armstrong and the motion passed to approve the order of the agenda.

Ayes: Directors Kwiatkowski, Armstrong, and Swan

Absent: Director Mora and Armstrong

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.

Staff Reports

Fire Department Report

CERT Report

General Manager's Report

Operations Manager's Report

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.

Approve Minutes from the May 9, 2023, Regular Meeting

Approve Minutes from the June 13, 2023, Special Meeting

Approve Minutes from the June 29, 2023, Regular Meeting

Accept May 2023 Payables

Minutes 07 11 2023

Waive Reading of Ordinances and Resolutions Except by Title

Motion

It was moved by Director Swan and seconded by Director Kwiatkowski and the motion passed to approve the consent calendar.

Ayes: Directors Kwiatkowski, Armstrong, and Swan

Absent: Director Mora and Edwards

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)

None.

Public Hearing

The District will Conduct a Public Hearing to Receive Public Comment and Input for the Placement of Delinquent Charges for FY 2022-23 on Property Tax Rolls

Director Kwiatkowski opened the public hearing at 11:25am

Director Kwiatkowski closed the public hearing at 11:29am

Adoption of a Resolution Approving the Placement of Delinquent Charges for FY 2022-23 on Property Tax Rolls

Motion

It was moved by Director Swan and seconded by Director Armstrong and the motion passed to approve the consent calendar.

Ayes: Directors Kwiatkowski, Armstrong, and Swan

Absent: Director Mora and Edwards

Adjournment

The meeting adjourned at 1130am.

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

Minutes 07 11 2023



ACCOUNTS PAYABLE CHECK LISTING

July, 2023
Fiscal Year 23/24
Board Approval _____

Accounts Payable Checks



User: dpercoco
Printed: 7/28/2023 2:57:49 PM

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
22920	Adv02	Adventist Health Sonora-HBOC	7/12/2023	True	Employee Medical Physicals/Drug Testing	\$1,108.00
22921	AIR01	Airgas USA, LLC	7/12/2023	True	Monthly Cylinder Rental-Helium	\$56.10
22922	Alp03	Alpha Analytical Labs, Inc.	7/12/2023	True	Operations Lab Testing for Sewer	\$3,310.00
22923	am01	AM Consulting Engineers, Inc.	7/12/2023	True	June Engineerring fees for Sewer Collection Construction	\$31,478.75
22924	Bad01	Badger Meter, Inc.	7/12/2023	True	10 ea. Meter Register & 1" Meter Body-Brass	\$3,064.82
22926	CAR06	Carbon Copy Inc.	7/12/2023	True	Monthly Copier Usage	\$36.04
22927	UB*03222	Carmazzi, Giovanni	7/12/2023	True	Refund Check 014892-000, 20046 Pine Mountain Drive 13/281	\$202.16
22928	UB*03226	Dickman, John	7/12/2023	True	Refund Check 013558-000, 20002 DUNN CT 1/263	\$229.98
22929	UB*03225	DOM, LLP	7/12/2023	True	Refund Check 015223-000, 12866 GREEN VALLEY 3/370	\$386.41
22930	EDIS01	E.D.I.S.	7/12/2023	True	Admin Supplemental Health Ins. 40%	\$4,825.84
22931	GCS02	GCS D	7/12/2023	True	GCS D Water Bill-Sewer Plant 90%	\$9,505.19
22932	GCS01	GCS D Petty Cash	7/12/2023	True	Fuel	\$20.00
22933	GEN01	General Plumbing Supply	7/12/2023	True	Water Stock parts	\$1,887.55
22934	gilb01	Gilbert Associates, Inc.	7/12/2023	True	Monthly CPA Services	\$3,800.00
22935	gro08	Groveland Transfer Station	7/12/2023	True	Waste removal near GCS D 37 acre parcel - Deer Flat Rd.	\$33.40
22936	UB*03223	Hickerson, Clark	7/12/2023	True	Refund Check 014156-000, 20762 Buttercup Circle 4/313	\$83.34
22937	Hun02	Hunt & Sons, Inc.	7/12/2023	True	Fuel & Oil	\$2,036.55
22938	ind04	Industrial Electrical Co.	7/12/2023	True	Tank #2 Generator Repair- Control board	\$28,066.23
22939	Met03	Metro Presort	7/12/2023	True	CCR Insert	\$928.00
22940	MOU03	Mountain Oasis Water Systems	7/12/2023	True	Bottled Water	\$198.25
22941	Moy02	Moyle Excavation Inc.	7/12/2023	True	Payment #3 for Claim #6 for GCS D Sewer Collection-Groveland/BOF	\$412,196.64
22942	neu01	Neumiller & Beardslee	7/12/2023	True	Legal Services for May	\$437.00
22943	PGE01	PG&E	7/12/2023	True	Monthly Electric Charges	\$667.07
22944	RF Mac	R. F. MacDonald Co.	7/12/2023	True	Tank 2 Pump skid, pump repair	\$7,385.00
22945	Rig01	Right Now Couriers	7/12/2023	True	Monthly Courier Service	\$780.00
22946	SIE03	Sierra Motors	7/12/2023	True	Repair Truck #31 for Insurance claim	\$1,043.42
22947	Sna01	Snap-on Attn: Kyle	7/12/2023	True	Computer diagnostic upgrades for new trucks/ gauge set/torch	\$3,662.48
22948	Sprbrk	Springbrook Holding Company LLC	7/12/2023	True	Monthly Civic Pay C/C Pmt Fees	\$1,404.40
22949	syn01	Synagro Technologies, Inc.	7/12/2023	True	Biosolids Disposal	\$3,917.17
22950	TUO01	Tuo. Co. Public Power Agency	7/12/2023	True	Monthly Public Power Purchase	\$24,874.60
22951	Tuo14	Tuolumne County Recorder	7/12/2023	True	Monthly subscription to County Records	\$243.50
22952	UNI01	Union Democrat	7/12/2023	True	Notice of Public Hearing for Tax Roll	\$346.50
22953	ups9	UPS	7/12/2023	True	Shipping fees for ADCO covercraft	\$78.97

Check N	Vendor N	Vendor Name	Check Dat	Committe	Description	Amount
22954	USA03	Usa Blue Book	7/12/2023	True	Lift Station 8 Odor Control	\$876.51
22955	UB*03224	Yee, Yangli	7/12/2023	True	Refund Check 014357-000, 20744 Buttercup Circle 4/316	\$79.36
22958	CA Dept	CA Dept of Tax/Fee Administration	7/12/2023	True	2nd Qtr. Use Tax - Sales Tax	\$268.00
22959	CA Dept	CA Dept of Tax/Fee Administration	7/12/2023	True	Diesel fuel taxes	\$611.00
22996	UMP01	UMPQUA Bank Comm Card Ops	7/12/2023	True	2023 Wall Calendar	\$10,152.85
22970	ATTLD	AT&T (Internet)	7/24/2023	True	Monthly Fiber Internet-Admin	\$594.52
22971	DKF01	DKF Solutions Group, LLC	7/24/2023	True	Online interactive training module on completed SERP	\$1,800.00
22972	Fas02	Fastenal	7/24/2023	True	Nails for locating whiskers	\$1,586.66
22973	FOO01	Foothill-Sierra Pest Control	7/24/2023	True	Pest Control	\$300.00
22974	FP M	FP Mailing Solutions-Supplies	7/24/2023	True	2 ea. Postage Machine Inkjet Cartridges	\$308.59
22975	GCS02	GCSO	7/24/2023	True	GCSO Water Bill-Sewer Plant 90%	\$55.21
22976	HIT01	Hi-Tech E V S, Inc	7/24/2023	True	Pump test for Engine 781	\$350.00
22977	Met03	Metro Presort	7/24/2023	True	Monthly UB Statement Processing	\$2,027.61
22978	Met04	Metron-Farnier, LLC	7/24/2023	True	42 Water meter Verizon service plans	\$493.35
22979	MOO01	Moore Bros. Scavenger Co., Inc.	7/24/2023	True	30 Yd. Monthly Debris Box Rental	\$1,637.37
22980	NBS01	NBS Government Finance Group	7/24/2023	True	Prof Services for Water/Sewer Fee Study through May 31, 2023	\$21,455.00
22981	Pin07	Pine Mountain Auto	7/24/2023	True	June Auto Parts	\$692.71
22982	pml01	PML Hardware & Supply Inc.	7/24/2023	True	June Hardware supplies	\$1,183.89
22983	SFPUC	San Francisco Public Utilities Commission	7/24/2023	True	Monthly Water Purchase	\$12,855.02
22984	SIE03	Sierra Motors	7/24/2023	True	Skid plate for Truck #19	\$73.79
22985	Sta15	Staples Credit Plan	7/24/2023	True	Office Supplies	\$155.57
July Direct Deposit Payroll						\$93,739.38
TOTAL JULY ACCOUNTS PAYABLE						\$699,589.75



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: August 8, 2023

SUBJECT: Agenda Item 6A: Adoption of a Resolution Commending CAL FIRE Captain Patrick Cohen for his Service and Accomplishments While Serving the Groveland Community Services District Fire Department

RECOMMENDED ACTION:

Staff recommends the following action:

I Move to approve Resolution 35-2023 commending Patrick Cohen for his efforts and accomplishments while serving the Groveland Community Services District Fire Department.

BACKGROUND:

In consideration of the Board's direction to promote, maintain, and enhance the working and family culture at GCS D, staff is to provide an opportunity to publicly celebrate accomplishments, work anniversaries, superior performance, retirements, promotions, or exciting happenings within the GCS D family.

Patrick Cohen has accepted a Captain promotion at Mono Vista that took effect on July 10th. What this means to GCS D, Groveland Fire, and our community, is that Patrick will no longer serve the Groveland Fire Department. Although we will greatly miss the service and contributions of Patrick, we congratulate and commend him on a very successful career of public service and amazing efforts throughout the County, Unit, and State.

PATRICK'S HISTORY

In 2020, Patrick started his permanent Fire Apparatus Engineer position at the Groveland Fire Department. Immediately it was obvious that Patrick brought with him an extremely experienced skillset. His mechanical aptitude, hard work, and clear vision for the needs of the Groveland Fire Department were felt throughout the response area and beyond. Patrick made a multitude of contributions to Groveland Fire, not because he was obligated, but because he had the motivated desire to accomplish tasks at the highest levels. Patrick was always positive in any situation. He set a great example for others, and he always made time to train and mentor the people around him. Patrick always provided the highest level of customer service to the public, and he was well liked by the community.

Patrick has been an amazing Firefighter at Station 78. His contributions will continue to be felt for years to come. We would all like to wish Patrick the best of luck with his well-deserved promotion to Fire Captain.

ATTACHMENTS:

1. Resolution 35-2023

RESOLUTION 35-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT COMMENDING CAL FIRE CAPTAIN PATRICK COHEN FOR HIS SERVICE AND ACCOMPLISHMENTS WHILE SERVING THE GROVELAND COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT

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

WHEREAS, in 2020, Patrick Cohen was assigned to the Groveland Community Services District Station 78 as a Fire Apparatus Engineer; and

WHEREAS, Patrick served at GCSD Station 78 for three (3) years; and

WHEREAS, Patrick's dedication in providing the community with excellent service is clearly evident and his dedication and contributions while serving at GCSD Station 78 are numerous; and

WHEREAS, among these contributions include the mechanical aptitude he brought with him and the projects he performed that improved Station 78; his hard work and positive attitude; his high level of customer service and care for the community; and the training and mentoring he provided to other firefighting staff.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY Extend the appreciation of this Board to Patrick Cohen for the excellent public service provided to the community and for showing the knowledge, skills, experience and drive that is the model of cultural excellence for which we strive at GCSD.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 8, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, 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 August 8, 2023.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Pete Kampa, General Manager

DATE: August 8, 2023

SUBJECT: Agenda Item 6B: Adoption of a Resolution Approving an Extension of the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing Co-Located with the Groveland Community Services District Fire Department for One (1) Year

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 36-2023 approving an extension of the License and Cost Reimbursement Agreement between the District and Tuolumne County for funding an additional fire apparatus and associated staffing co-located with the Groveland Community Services District Fire Department for one (1) year.

BACKGROUND:

On August 1, 2022, the District entered into a License and Cost Reimbursement Agreement with the county for the funding of an additional fire apparatus and associated staffing co-located at the District's fire department. The agreement was for a term of one year and expired on August 1, 2023.

Before the Board for consideration is a one (1) year extension of this contract with a termination date of August 1, 2024.

ATTACHMENTS:

1. Resolution 36-2023
2. License and Cost Reimbursement Agreement

RESOLUTION 36-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AN EXTENSION OF THE LICENSE AND COST REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND TUOLUMNE COUNTY FOR FUNDING AN ADDITIONAL FIRE APPARATUS AND ASSOCIATED STAFFING CO-LOCATED WITH THE GROVELAND COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT FOR ONE (1) YEAR

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 License and Cost Reimbursement Agreement for Funding an Additional Fire Apparatus and Associated Staffing between the County and Groveland Community Services District was approved on August 1, 2022 for a (1) one year period; and

WHEREAS, the License and Cost Reimbursement Agreement Between the District and Tuolumne County for Funding an Additional Fire Apparatus and Associated Staffing expired on August 1, 2023; and

WHEREAS, Groveland Community Services District and Tuolumne County want to extend the Agreement for another (1) one year term.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY adopt Resolution 36-2023 approving an extension of the License and Cost Reimbursement Agreement between the District and Tuolumne County for funding an additional fire apparatus and associated staffing co-located with the Groveland Community Services District Fire Department for one (1) year.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 8, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, 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 August 8, 2023.

DATED: _____

LICENSE AND COST REIMBURSEMENT AGREEMENT

THIS LICENSE AND COST REIMBURSEMENT AGREEMENT (“*Agreement*”) is made as of August 1, 2023 (“*Effective Date*”) by and between GROVELAND COMMUNITY SERVICES DISTRICT (“*Licensor*”) and the COUNTY OF TUOLUMNE (“*Licensee*”).

RECITALS

A. Licensor is the owner and operator of that certain real property commonly known as 18930 Main Street, Groveland, California 95321 and otherwise described as “GCSO Station No. 78”, improved with a building and other structures and fixtures at which Licensor provides fire protection and emergency response services (“*Services*”) to areas within its jurisdictional boundaries (collectively, the “*Station*”).

B. Licensee owns and will fund: (i) a fire engine owned by the County of Tuolumne (“*Engine*”), (ii) by separate Cooperative Fire Protection Agreement, a fire crew consisting of approximately six (6) firefighters employed by the State of California (“*Crew*”), and (iii) related fire-suppression and emergency response equipment and gear owned by the County of Tuolumne (“*Equipment*”). Licensee desires to use portions of the Station to locate and operate the Engine, the Crew, and the Equipment, subject to the provisions of this Agreement (“*Licensed Area*”).

C. Licensee and Licensor agree this Agreement and more specifically the Permitted Use (defined below) are needed in light of increased fire protection and emergency response service requests owing to new development within the boundaries and response areas of Licensee.

D. Licensor and Licensee now desire to enter into this Agreement to provide Licensee a license to use the Licensed Area subject to and in accordance with the terms and conditions contained herein, with the express understanding and agreement that this Agreement is not intended to be, nor is it, a license coupled with an interest, nor is it intended to, nor does it, confer upon Licensee any exclusive rights of exclusive possession or occupancy whatsoever in connection with the Station.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License.**

1.1. **Use of License Area.** Subject to all the terms and conditions of this Agreement, Licensee shall have from Licensor a license (“*License*”) to use the Licensed Area only for the Permitted Use as defined in Section 3.1. The Licensed Area will include one (1) bay within the Station building for parking the Engine, reasonable storage area(s) for the Equipment, use of sleeping and living quarters within the Station for the Crew, and other portions of the Station to facilitate the Permitted Use as determined by Licensor in its reasonable discretion. Notwithstanding anything in this Agreement to the contrary, the Licensed Area may not include any portion of the Station the provision to Licensee of which would likely denigrate the Services as determined by Licensor in its reasonable discretion.

1.2. **Initial Use Date.** The term of this License shall be one (1) year. License term shall commence on the Effective Date and end on August 1, 2024. Either Licensor or Licensee may terminate the agreement at any time within the term by providing the other with 30 days' advance written notice.

2. **License Consideration.** Licensor and Licensee agree the Permitted Use (defined below) and its ancillary benefits to Licensor are valuable and adequate consideration sufficient for the License and no further monetary or other consideration is necessary for the License; provided, however, Licensee will reimburse Licensor as provided in this Agreement.

3. **Permitted Use of Licensed Area: Applicable Requirements.**

3.1. **Permitted Use.** Licensee shall use the licensed area for the placement of a County engine and staff dedicated to the south county area to provide increased fire protection and emergency response services for areas located within the Groveland CSD boundaries and participate in mutual aid response areas as well as automatic aid response areas for Tuolumne County (the "Permitted Use"). The Permitted Use includes fueling, storing, and maintaining the Engine and the Equipment, and housing the Crew. Subject to the reimbursement and other provisions of the Agreement, Licensee may; (i) fuel the Engine with fuel purchased by Licensor and stored on or about the Station, and (ii) maintain at the Station the Engine and the Equipment using tools and supplies of Licensor.

3.2. **Applicable Requirements.** Licensee shall comply at its sole cost and expense with all Applicable Requirements. For purposes of this Agreement, "***Applicable Requirements***" shall mean and include:

(a) **Laws and Regulations.** All laws, statutes, codes, ordinances, decrees, judgments, rules, regulations and other legal requirements, as amended, supplemented or replaced from time to time, which are applicable to the maintenance, repair, alteration, use, safety, or operation of the Licensed Area; the condition of the Licensed Area; Licensee's operations on or about the Licensed Area, as presently conducted or as may be conducted in the future, irrespective of whether such are foreseen or unforeseen, ordinary or extraordinary, minor or substantial;

(b) **Third Party Requirements.** All reasonable requirements of Licensor's insurance underwriters, now or hereafter in effect, pertaining to Licensee's use or operation of the Licensed Area;

(c) **Government Permits.** All permits, approvals and licenses (including, without limitation, all terms and conditions thereof) from any governmental or quasi-governmental agency, authority or entity, pertaining to Licensee's use or operation of the Licensed Area; and

(d) **Rules.** Licensor's reasonable rules and regulations governing the occupancy and use of the Licensed Area, which may be amended from time to time by Licensor in its discretion.

3.3. **Prohibited Activities.** Notwithstanding anything to the contrary in this Agreement, and without limiting the generality of any other provision in this Agreement, Licensee shall not: (i) disturb or interfere with Licensor or Licensor's activities at or on the Station; (ii) negatively impact the quality or scope of the Services, in Licensor's reasonable determination; (iii) cause, maintain, or suffer any waste or nuisance in, on or about the Licensed Area, including, without limitation, storage or maintenance of any substance or material that presents an unreasonable risk of fire, explosion, or other hazard; (iv) use the Licensed Area so as to cause either a cancellation of Licensor's insurance policies now or hereafter in effect or any increase in the premiums in connection therewith; (v) place any signs or other markings in or upon any externally visible portions of the Licensed Area or the Station without Licensor's prior written consent (which consent may be withheld or conditioned in Licensor's sole discretion); or (vi) any combination of items (i) through and including (v) listed in this Section 3.3.

3.4. **Licensor's Access.** Licensor and its authorized representatives shall have the right, but not the duty, at any time to enter upon the Licensed Area in order to monitor or inspect Licensee's activities, assess whether Licensee is in compliance with the provisions of this Agreement, or for any other purpose, including without limitation installing, maintaining, repairing or replacing utilities or other infrastructure, or conducting invasive tests; provided, however, that Licensor shall use reasonable efforts to minimize the impact of such activities on the Permitted Use within the Licensed Area.

3.5. **Reservation of Rights.** Licensor further reserves and retains all rights of possession and ownership in connection with the Licensed Area, including without limitation the right to grant or enter into, from time to time, such easements, encumbrances, leases, rights of way, and dedications in connection with or including the Licensed Area, as Licensor deems necessary or advisable, in its sole and absolute discretion; provided, that Licensor will not grant to third parties a right to occupy, on a temporary or permanent basis, the Licensed Area. Neither this Agreement, the License nor any use by Licensee or any of its employees, officers, agents, contractors, guests, invitees, partners, joint venturers, affiliates, successors and assigns (collectively, the "*Licensee Parties*") shall confer or be construed to confer upon Licensee or any Licensee Parties any rights of ownership whatsoever in or in connection with the Licensed Area, and Licensee shall not claim or assert anything to the contrary.

3.6. **Safety.** Without limiting the generality of any other provision in this Agreement, Licensee shall take all steps necessary or advisable to ensure safety at or about the Licensed Area, whether or not such steps are required by any Applicable Requirements. Licensor, at Licensee's cost and expense, shall have the right, but not the obligation, to immediately commence and prosecute to completion any cure of any failure by or on behalf of Licensee to comply with any provisions of this Section 3.6 caused by Licensee. In the event Licensor determines, in its reasonable discretion, that any condition or situation exists at the Licensed Area that poses or may reasonably pose any imminent threat to the safety of any persons at or adjacent to the Licensed Area or to public health and welfare which was caused by Licensee, Licensor shall have the right, but not the obligation, to immediately: (i) perform at Licensee's cost and expense any work to remedy any such imminent threat; or (ii) take any actions to remedy any such imminent threat, including, without limitation, requiring Licensee to cease operations and suspending or revoking the License.

4. **Termination.**

4.1. **Termination by Licensee.** Licensee may terminate the License upon 30 days written notice from Licensee to Licensor for any reason or no reason.

4.2. **Termination by Licensor.** Licensor may terminate the License upon the occurrence of any of the following: (i) upon 30 days written notice from Licensor to Licensee for any reason or no reason; (ii) any material failure by Licensee to comply with any term or condition of this Agreement. Without limiting the generality of Section 12 below, immediately upon any such termination, Licensor shall have the right to remove Licensee and any and all of Licensee's property from the Licensed Area at Licensee's sole cost and expense.

5. **Maintenance and Repair.** Licensee shall, at its sole cost and expense, promptly repair any damage to the Licensed Area caused by Licensee and remove any trash generated by Licensee. In the event that any repairs or maintenance to or for the Licensed Area or any portion thereof are required due to damage caused by Licensee, Licensee shall promptly arrange for the same through Licensee's contractors, provided Licensor shall have the right to approve, in its reasonable discretion, such contractors in writing. All such repairs and maintenance shall be performed in a first class, workmanlike manner and such repairs and maintenance shall be of a quality and class equal to or better than the original work or item. If Licensee fails to perform any of its obligations under this Section 5, Licensor shall have the right, but not the obligation, to perform such obligations at Licensee's expense upon ten (10) days' notice to Licensee.

6. **Alterations.**

6.1. Licensee shall not make any alterations, improvements, additions, replacements, changes, or installations (collectively "**Alterations**") in, on or about the Licensed Area without Licensor's prior written consent (which consent may be granted, conditioned, or withheld in Licensor's sole and absolute discretion). In connection with any such proposed Alterations, Licensor shall have the right to: (i) approve, in its reasonable discretion, Licensee's contractors; (ii) require Licensee to provide Licensor, at Licensee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alterations, to insure Licensor against any liability for mechanic's and materialmen's liens and to ensure completion of the work; and (iii) require removal of the Alterations upon termination of this Agreement. Should Licensee make any Alterations without the prior approval of Licensor, Licensor shall have the right to require that Licensee immediately remove any or all of such Alterations.

6.2. Any proposed Alterations in or about the Licensed Area that Licensee shall desire to make shall be presented to Licensor in written form, with proposed detailed plans. If Licensor shall give its consent, the consent shall be deemed conditioned upon Licensee acquiring all necessary permits and governmental approvals, the furnishing of a copy thereof to Licensor prior to the commencement of the work, and the compliance by Licensee with all Applicable Requirements and all conditions of said permits and approvals in a prompt and expeditious manner.

6.3. Licensee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee in connection with the Licensed Area, which are or may be secured by any mechanic's or materialmen's lien against the Licensed Area or Station or any interest therein. Licensee shall give Licensor not less than 15 days' notice prior to the commencement of any work at the Licensed Area which is expected to cost in excess of \$5,000, and Licensor shall have the right to post notices of non-responsibility in or on the Licensed Area as provided by law. If Licensee, in good faith, shall contest the validity of any such lien, claim or demand, then Licensee shall, at its sole cost and expense, defend itself and Licensor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Licensor or the Licensed Area. On written request from Licensor, Licensee shall furnish a release bond as provided under California Civil Code Section 3143 or any successor statute, which shall release such lien from the Licensed Area or Site. In addition, Licensor may require Licensee to pay Licensor's attorney's fees and costs in participating in such action if Licensor shall decide it is in its best interest to do so.

7. **Costs; Utilities; Billing.** Licensee agrees to reimburse Licensor for costs related to the use of the Station by Licensee.

7.1. **Fuel; Maintenance; other Costs.** Licensee shall pay all costs and perform all maintenance on county owned equipment under this license. Licensee shall reimburse Licensor for all: (i) fuel of Licensor used by Licensee, (ii) food, supplies, fixtures, and furniture of Licensor consumed or used or damaged by Licensee or the Crew (or both); (iii) wear and tear, damage, or replacement of tools and equipment of Licensor used by Licensee, its employees, contractors, agents, and other representatives; and (iv) all other costs incurred by Licensor relative to the License.

7.2. **Utilities, Security.** Licensee shall be responsible for and pay when due all sums in connection with any and all water, gas, heat, power, telephone, cable, communication and other utilities and services supplied to or used by Licensee, its employees, contractors, agents, and other representatives, together with any taxes thereon.

7.3. **Billing.** Each calendar month which reimbursable cost occur, Licensor shall provide, for review and approval by Licensee, a summary of all costs and expenses incurred by Licensor relative to the License ("**Billing**").

7.4. Licensee will complete its initial review within 15 calendar days after receiving the Billing. Licensor will provide any backup documentation reasonably requested by Licensee during the initial review of the Billing, within 5 working days from Licensee's request.

7.5. Licensee will pay all uncontested portions of the Billing, sent at the address for notices to Licensor specified in this Agreement, by no later than 15 days after Licensee's receipt of the Billing.

8. **Condition Of Licensed Area: ReleaseCondition; As-Is.** THE LICENSED AREA IS BEING LICENSED BY LICENSOR, AND HEREBY IS ACCEPTED BY LICENSEE, IN ITS EXISTING STATE AND CONDITION AS OF THE EFFECTIVE DATE, SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD, "AS IS, WITH ALL FAULTS." LICENSOR NOR ANY OTHER PARTY HAS MADE, AND THERE IS HEREBY DISCLAIMED, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE LICENSED AREA, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE LICENSED AREA, THE SUITABILITY OR FITNESS OF THE LICENSED AREA OR ANY APPURTENANCES THERETO FOR LICENSEE'S INTENDED USE, THE COMPLIANCE OF THE LICENSED AREA WITH ANY LAWS, ANY MATTER AFFECTING THE USE OR ENJOYMENT OF THE LICENSED AREA OR WITH RESPECT TO ANY OTHER MATTER PERTAINING TO THE LICENSED AREA, OR ANY APPURTENANCES TO THE LICENSED AREA.

8.2. **Release.** As part of its agreement to accept the Licensed Area in Its "As Is, With All Faults" condition, Licensee, on behalf of itself and its employees, officers, agents, contractors, guests, invitees, partners, joint venturers, affiliates, successors and assigns (collectively, the "*Licensee Parties*"), hereby waives any right to recover from Licensor, and forever releases, acquits and discharges Licensor of and from, any and all past, present and future claims, damages, liabilities, suits, losses, costs and expenses (including without limitation attorneys' and expert witness fees and costs of collection), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "*Claims*"), whether or not existing prior to or after the Effective Date, that Licensee may now have or that may arise in the future on account of or in any way connected with the Licensed Area and/or any portion thereof, including, without limitation: (i) the physical, geotechnical or environmental condition of the Licensed Area, including, without limitation, any seismic or structural deficiencies, or the presence of any toxic or hazardous waste, material or substance, including, without limitation, asbestos, petroleum, petroleum products, underground storage tanks now or previously containing any other hazardous materials or substances defined as "hazardous substances", "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and other substances defined as hazardous waste and hazardous substances in applicable laws and/or in any regulations and publications promulgated pursuant thereto (collectively, "*Hazardous Materials*") in, on, under or above the Licensed Area or the Station (including, without limitation, any soils and groundwater conditions); (ii) the quality, nature or adequacy for Licensee's intended use of existing water, sewer, electric, telecommunications or other utility systems serving the Licensed Area or the Station; and (iii) any laws or other rules applicable thereto, including, without limitation, all Environmental Laws (for purposes of this Agreement, the term "*Environmental Laws*" means any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials). Notwithstanding anything to the contrary in this Agreement, the foregoing release shall survive any termination of the License or this Agreement.

8.3. **Waiver.** Licensee acknowledges, for itself and on behalf of each of the Licensee Parties, that it is aware that it, or any of the other Licensee Parties, may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to

the subject matter of this Agreement and/or the License, but that it is Licensee's intention to hereby fully, finally and forever waive, assume the risk of, release and discharge each and all of the Claims released under Section 8.2, and to bind all of the Licensee Parties to this release, assumption of risk, discharge and waiver. In furtherance of this intention, the releases set forth in Section 8.2 shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different claim or fact. Licensee, on behalf of itself and all of the Licensee Parties, hereby waives application of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. **Environmental Provisions.**

9.1. **Compliance With Environmental Laws.** Licensee shall at all times comply with all applicable Environmental Laws, provided that Licensee shall not be required to remediate or otherwise be responsible for environmental contamination of the Licensed Area not caused by Licensee. Without limiting the generality of the foregoing, Licensee shall procure and maintain in effect at all times during the term, any permits and licenses required by any Environmental Laws for Licensee's operations on or about the Station and Licensed Area.

9.2. **Environmental Releases.** Licensee shall not cause during the term of the Agreement any accidental or intentional spill, leak, emission, discharge, release, dumping, disposal or migration into, onto or under the Licensed Area (collectively, "**Release**") of a Hazardous Material or any condition of pollution or nuisance on or about the Station and Licensed Area, whether affecting the surface water or ground water, air, the soil, the surface of the Station and Licensed Area, or the subsurface environment, in violation of any Environmental Law. Prior to or upon the date Licensee ceases to occupy the Licensed Area, Licensee shall have removed from the Licensed Area all Hazardous Materials introduced onto or permitted on the Licensed Area by Licensee. In the event any Release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the Station and Licensed Area during the term as a result of any act or omission of Licensee or Licensee's employees, agents, contractors, invitees or guests, Licensee shall promptly undertake remedial measures as required to clean up, abate or otherwise respond to the Release, pollution or nuisance in accordance with applicable Environmental Laws at Licensee's sole cost.

9.3. **Environmental Indemnity.** Licensee shall indemnify, defend, and hold all Indemnitees (as defined below) harmless from and against any and all claims, suits, causes of action, demands, losses, damages (including, without limitation, foreseeable and unforeseeable consequential damages and punitive damages), diminution of property value, liabilities, fines, penalties, costs, taxes, charges, administrative and judicial proceedings, orders, judgments, settlements, remedial actions and compliance requirements (including, without limitation, enforcement and clean-up actions), third-party claims (including, without limitation, tort,

economic and property claims), natural resource damages, additional costs of ownership, maintenance and development of the Licensed Area (over and above those incurred for the ownership, maintenance and development of the Licensed Area as tendered to Licensee), expenses (including without limitation reasonable attorneys' fees and expenses, costs of defense and costs and expenses of all experts and consultants) arising, directly or indirectly, out of: (a) any non-compliance by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, with any Environmental Laws (except for Licensor's obligations under Section 10.4 below); (b) any use, storage, generation, production, Release, disposal or transportation by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, of any Hazardous Materials at, on, in, about or under the Station and Licensed Area at any time during Licensee's occupancy or possession of the Licensed Area; or (c) the migration from the Licensed Area, at any time, of any Hazardous Materials Released by Licensee, or any of Licensee's employees, agents, contractors, invitees or guests, at, on, in, about, or under the Licensed Area or the Station at any time during Licensee's occupancy and/or possession of the Licensed Area. Licensee shall promptly assume its defense and indemnification obligations (with counsel reasonably acceptable to Licensor) upon written notice from any Indemnitee. Indemnitees may participate in, but not control, the defense of the claim at their own expense. At Licensee's request, Indemnitees shall reasonably cooperate in the defense of a claim at their own expense. Licensee shall not settle any claim without Indemnitees' agreement, which agreement shall not be unreasonably withheld. "Indemnitees" shall mean and include Licensor, any successor in interest to Licensor, and the respective officers, directors, trustees, employees, agents, successors, assigns, and insurers of Licensor or any successor of Licensor.

10. **Insurance and Indemnity.**

10.1. **Insurance.** Licensee, at Licensee's sole cost and expense, shall obtain and maintain:

(a) Commercial General Liability insurance that contains broad form contractual liability with a combined single limit of a minimum of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) umbrella for a total of ten million dollars (\$10,000,000) each occurrence and an aggregate limit of at least fifteen million dollars (\$15,000,000) Coverage must be provided on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, contractual liability coverage, environmental (sudden, seepage and pollution) liability, bodily injury and property damage, products and completed operations.

(b) Environmental Legal Liability Insurance covering bodily injury, property damage (including loss of use, sudden, seepage and pollution), and cleanup and defense costs with a limit of not less than five million dollars (\$5,000,000) per occurrence and an aggregate limit not less than ten million dollars (\$10,000,000).

(c) Workers Compensation and Employers Liability insurance including coverage for all its employees, but not limited to: Industry's statutory liability under the worker's compensation laws of the state in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(d) Employers' Liability (Part B) with limits of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) aggregate each accident, one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease policy limit, and one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for total of three million dollars (\$3,000,000) aggregate by disease each employee.

(e) Automobile Liability covering bodily injury/property damage of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total of three million dollars (\$3,000,000) per accident and an aggregate limit of at least one million dollars (\$1,000,000) and two million dollars (\$2,000,000) from umbrella for a total aggregate limit of three million dollars (\$3,000,000). Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

(f) The above listed required insurance coverages and threshold amounts shall be subject to reasonable annual review and revision by Licensor.

10.2. **Insurance Certificates.** Licensee shall provide Licensor with certificates evidencing the insurance required pursuant to Section 10.1(a) prior to the Effective Date, which shall state that such insurance may not lapse, be changed, amended, canceled or otherwise terminated without at least today's prior written notice to Licensor. Licensee shall provide renewal certificates to Licensor at least 15 days prior to the expiration of such policies. Should Licensee fail to provide any such renewal certificate within such 15-day period, or to pay the premium for any insurance policy required of Licensee hereunder, then Licensor shall have the right, but not the obligation, to obtain, renew or replace any such policy at Licensee's cost and expense. The amount of any premium paid by Licensor and any costs and expenses incurred by Licensor under this Section 10.2 shall constitute License Consideration.

10.3. **Payment of Premium Increase.** Licensee shall pay to Licensor the amount of any increase in premiums for any insurance carried by Licensor if such premium increase is specified by Licensor's insurance carrier as being caused by the nature of Licensee's use of the Licensed Area, or any portion thereof, or any act or omission of Licensee. Licensee shall pay any such premium increases to Licensor within 30 days after receipt by Licensee of a copy of the premium statement or other evidence of such premium increase.

10.4. **Insurance Policies.** Insurance required of Licensee hereunder shall be issued by insurance companies holding a "General Policyholders Rating" of at least A-, or such other rating as may be required by a lender having a lien on the Licensed Area, as set forth in the most current issue of "Best's Insurance Guide," or in case of discontinuance of such publication, a comparable guide. Licensee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Section 10. All insurance required to be maintained by Licensee under this Section 10 shall be in a form and carry deductibles reasonably satisfactory to Licensor from time to time.

10.5. **Waiver of Subrogation.** Licensee and Licensor shall cause the insurance company issuing their respective property insurance to waive any subrogation rights that those

companies may have against Licensee or Licensor, respectively, as long as the insurance is not invalidated by the waiver. Provided the waivers of subrogation are contained in their respective insurance policies, Licensor and Licensee waive any right that either may have against the other on account of any loss or damage that is insured under their respective property insurance policies or would have been insured against had the party carried the insurance as required by this License.

10.6. Licensee's Assumption of Risk and Waiver; Exculpation.

(a) Except to the extent such matter is not covered by the insurance required to be maintained by Licensee under this License and such matter is attributable to the gross negligence or willful misconduct of Licensor or any third parties authorized by Licensor to use or access the Licensed Area, Licensor shall not be liable to Licensee or any Licensee Parties for: (i) any damage to property of Licensee, or of any Licensee Parties or others, located in, on or about the Station or the Licensed Area; (ii) the loss of or damage to any property of Licensee or any Licensee Parties or others by theft or otherwise; (iii) any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain or leaks from any part of the Station or the Licensed Area; or (iv) any damage covered by operation and construction of any public or quasi-public work.

(b) Licensor shall in no event be liable for any punitive or consequential damages, or loss of business or profits, and Licensee hereby waives any and all claims for any such damages.

10.7. Indemnity. Licensee shall fully indemnify, defend, protect and hold Licensor, its trustees, board members, officers, employees, agents, assigns, contractors, and insurers of any of the foregoing (collectively, "**Licensor Indemnitees**"), harmless from and against any Claim (including, without limitation, any Claim existing or arising prior to or after the Effective Date), which may arise from or result from: (i) Licensee's failure to comply with the terms and conditions of this Agreement; (ii) any acts or omissions of Licensee or the Licensee Parties; (iii) the conduct of Licensee's business or operations by Licensee or any of the Licensee Parties; and (iv) any Removed Property and any Remaining Property (each as defined below). Licensee expressly acknowledges and agrees that it has an immediate and independent obligation to defend Licensor and/or the Licensor Indemnitees from any Claim which actually or potentially falls within this Section 10.7, regardless of whether any such Claim is, or may be, groundless, fraudulent or false, and that Licensee shall defend Licensor and/or the Licensor Indemnitees with counsel approved in writing by Licensor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this Agreement shall require Licensee to release or indemnify or defend Licensor in connection with any Claims to the extent resulting from: (a) Licensor's breach of any representations, warranty or covenant set forth in this Agreement, or (b) any gross negligence or willful misconduct of Licensor. Licensee's obligations under this Section 10.7 shall arise at the time any such Claim is tendered to the Licensee by Licensor and shall continue until discharged through performance or judicial determination. Licensee shall not settle any claim without the consent of Licensor and any Licensor Indemnitees that may incur liability in connection with such claim under or following such settlement, which consent shall not be unreasonably withheld unless settlement includes a complete release of Licensor.

11. **Damage and Destruction.** Under no circumstances shall Licensor have any obligation to repair, restore or replace all or any portion of the Station or the Licensed Area following any damage or destruction to or affecting the Station or the Licensed Area (as the case may be), and Licensee shall be solely responsible for all costs and other obligations incurred in connection with any repairs, restoration or replacements in connection with any such damage or destruction caused by or for Licensee, its employees, contractors, agents, or other representatives.

12. **Surrender. Restoration.**

12.1. **Surrender.** No later than the termination of the License, Licensee shall (i) remove all Alterations and any and equipment installed or located at the Licensed Area by Licensee and all of Licensee's personal property as of the date of any termination of the License and shall be responsible to repair any damage resulting from any such removal, and (ii) shall restore and surrender the Licensed Area in a clean, sanitary and debris-free condition and in at least as good order and condition as existed immediately prior to the Effective Use Date, except for reasonable wear and tear and damage caused by third parties. The foregoing notwithstanding, if Licensor so elects by written notice given at least 15 days before the date of any such termination, Licensee shall leave in place and not remove any Alterations so designated by Licensor (other than Licensee's trade fixtures and equipment, which in any event may be removed by Licensee), and on the date of any such termination, such items shall be conclusively deemed to have been conveyed by Licensee to Licensor, as if by bill of sale.

12.2. **Title to and Removal of Licensee's Equipment.** Subject to Licensor's rights under Section 12.1, the Alterations shall be and remain the property of Licensee at all times, and Licensee may, upon the termination of the License, remove the Alterations and all of Licensee's other personal property from the Licensed Area. If Licensee fails to perform any repairs or restoration required under Section 12.1, or fails to remove any Alterations and other personal property and equipment from the Licensed Area as required by this Agreement, including, without limitation, Section 12.1, within 15 days after receipt of Licensor's written notice to do so, Licensor may do so on Licensee's behalf, and Licensee shall pay Licensor the cost of such repair, removal or restoration within 15 days after receipt of Licensor's invoice. All property remaining on the Licensed Area after the date of any termination of the License that is removed from the Licensed Area by Licensor pursuant to any provisions of this Agreement or any Applicable Requirements may be used, handled, disposed of or stored by Licensor at Licensee's sole risk and expense (such property, the "**Removed Property**"). All property not removed from the Licensed Area by Licensee or Licensor, or claimed from storage by Licensee within 30 days after termination of the License (the "**Remaining Property**") shall, at Licensor's option without notice, conclusively be deemed to have been conveyed by Licensee to Licensor, as if by bill of sale. Unless prohibited by Applicable Requirements, Licensor shall have a lien against all such Remaining Property for the costs incurred in removing and storing the same.

13. **Assignment and Sublicensing.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this License or in the Licensed Area, without Licensor's prior written consent. Licensor shall respond to Licensee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this License. Any transfer not in accordance with this Section 13 shall be null and void.

14. **Miscellaneous.**

14.1. **Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail (with a copy promptly sent by one of the other foregoing methods) sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Notice by e-mail shall be deemed to have been given on the date sent if sent before 5:00 p.m. California time on a business day and, if not, then on the next business day. Any other form of notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile is not a valid means of notice under this Section. Unless changed in accordance with the preceding provisions, the addresses for notices given pursuant to this Agreement shall be as follows:

LICENSOR: Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321

LICENSEE: County of Tuolumne
County Administrator
2 South Green Street
Sonora, CA 95370

14.2. **Amendment.** This Agreement may be supplemented, amended or otherwise modified only by a written instrument signed by both Licensor and Licensee.

14.3. **Waiver.** No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Licensor's consent or approval respecting any action by Licensee shall not constitute a waiver of the requirement for obtaining Licensor's consent or approval respecting any subsequent action.

14.4. **Interpretation.** Each party has consulted with counsel, or has had the opportunity to consult with counsel and determined that such consultation is unnecessary, and each party has determined that this Agreement accurately and completely reflects the agreement

of the parties. This Agreement has been reviewed by both Licensor and Licensee, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. No drafts of this Agreement or any other document shall be used or argued to interpret the meaning of this Agreement or any provision thereof, or the parties' intent.

14.5. **Entire Agreement.** This Agreement is an integrated document that contains the entire understanding between the parties relating to the subjects it covers, and supersedes all prior drafts, applications, correspondence and agreements, whether oral or written, concerning the subject matter of this Agreement.

14.6. **Severability.** If any term, covenant or condition of this Agreement is held by a court or regulatory body or agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect unless a material failure of consideration would result, in which case the Agreement shall terminate.

14.7. **Remedies.** Each remedy set forth in this Agreement is cumulative of and in addition to any other remedy in this Agreement or available at law or in equity. The exercise, partial exercise or failure to exercise any remedy by any party shall not be an election of remedies and such party shall not be precluded from exercising any other remedy under this Agreement or other remedy available at law or in equity.

14.8. **Time is of the Essence.** Time is of the essence in the performance of each party's respective obligations under this Agreement.

14.9. **Attorneys' Fees.** The Prevailing Party (defined below) in any action or proceeding (including without limitation any arbitration) brought to enforce this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses paid or incurred in good faith in connection with such action or proceeding (including, without limitation, expert witness fees and costs of collection, including those fees and costs incurred in enforcing this Section and those fees and costs incurred in connection with any appeal). For purposes of this Agreement, the "**Prevailing Party**" shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or by award or judgment.

14.10. **No Partnership.** Nothing contained in this Agreement shall be construed as creating a leasehold interest or making Licensor and Licensee joint venturers or partners.

14.11. **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly provided herein.

14.12. **Governing Law.** This License and this Agreement shall be governed by the internal laws of the State of California.

14.13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and may be transmitted by facsimile. Counterpart signature pages may be assembled to form a single original document.

14.14. **Successors and Assigns.** Subject to Section 13, and except as otherwise expressly provided herein, all of the covenants, conditions and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

LICENSEE:

THE COUNTY OF TUOLUMNE

By: _____

Title: _____

Printed Name: _____

LICENSOR:

GROVELAND COMMUNITY
SERVICIES DISTRICT

By: _____

Title: _____

Printed Name: _____



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: August 8, 2023

SUBJECT: Agenda Item 6C: Adoption of a Resolution Approving a Cooperative Fire Protection Agreement Between the District and CAL FIRE

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 37-2023 approving the Cooperative Fire Protection Agreement between the District and CAL FIRE.

BACKGROUND:

In November of 2020, the district approved its contract with the California Department of Forestry and Fire Protection (CalFire), participating in a (3) three-year term of the cooperative fire protection agreement which ended June 30, 2023. This agreement and level of service provided by CALFIRE as a contractor to the District has been exceptional and the Board is strongly encouraged to approve a new agreement for a period of five years.

This proposed agreement has been developed to maintain the current level of service in 2023/24 and enhance staffing levels within the rotation pool with an additional Captain in 2024/25 through the agreement term. Included herein is the proposed new (5) five year CAL FIRE contract, for continued Fire Protection and Emergency Response Services via a Schedule A contract starting July 1, 2023 and ending June 30, 2028. There are two changes from our prior agreement to this proposed agreement:

1. Additional Fire Captain added to the rotation pool in 2024/25 bringing the staffing level from the current 5 personnel to 6.
2. Payment of 1/12 (one month) of the cost of the Battalion Chief and Assistant Chief

The estimated annual cost of the Schedule A contract for the five year period is shown on next page of this submittal. Please note that the Schedule A costs shown do not include other department operating costs such as the building, fuel, propane, supplies, vehicle maintenance or replacement, insurance etc. The only source of funding for the fire department is property taxes, some state reimbursements and grants for small equipment

and safety supplies. The annual increase in cost of the Schedule A contract is estimated at 5% per year, not including the additional staffing. The annual increase in the department's property tax revenue averages 2% to 4% which widens the funding gap each year. The 2023/24 total fire department revenue is estimated at \$1,316,000, and the expense for the Schedule A contract (fire staffing only) for the same time period is \$1,228,000. The 2023/24 budget estimates total expenses to exceed total revenue by \$418,000, which will draw down the fire fund balance to approximately \$728,000 by June 30, 2024. No money is available to set aside for equipment replacement, which is estimated at a need of between \$260,000 and \$300,000 annually. Any failure of a fire apparatus (engine) will be catastrophic. Additional revenue is desperately needed to continue operation of the fire department.

The CALFIRE agreement is proposed for a period of five years and can be terminated on a one-year notice by either party. Due to the revenue shortfall, the Board should consider the following options:

- Approve the five year agreement as proposed and issue a one-year termination notice if a special tax measure is not approved by the local voters in 2024. There should be funding available to complete the second year of the agreement before closing the department if new revenue is not available
- Authorize the execution of a two year agreement. If a 2024 special tax measure is approved by the voters, a new five year agreement can be developed with Calfire. If a special tax measure is unsuccessful, the board can consider its option for closing the department. In this scenario a revised two year agreement would need to be developed.

ATTACHMENTS:

1. Resolution 37-2023
2. Cooperative Fire Protection Agreement

RESOLUTION 37-2023

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 (CALFIRE) FOR THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2028

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 was formed to provide services detailed in the California Government Code Section 61100 and which includes the provision of fire protection services, rescue services, hazardous materials emergency response and emergency medical response services; and

WHEREAS, the District has had a standing relationship with the California Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection and emergency response services since 2012 for the community; and

WHEREAS, the District adopted Resolution 39-2020 which authorized a three year Cooperative Fire Protection agreement through June 30th 2023; 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 a five year fire protection agreement with CAL FIRE to ensure the continuity of the high level of fire and emergency services in the region.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of Groveland Community Services District approves Resolution 37-2023 authorizing execution of the Cooperative Fire Protection Agreement with the California Department of Forestry and Fire Protection for the Period of July 1, 2023 to June 30, 2028.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 8, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, 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 August 8, 2023.

DATED: _____

Unit: TCU

Contract Name: Groveland Community Services District

Agreement Total \$8,276,404

Contract No.: 4CA06251

Page No.: 18

Fiscal Year 23/24	
PS 1 Total	\$1,216,298
OE 1 Total	\$12,102
TOTAL	\$1,228,400

Fiscal Year 24/25 (+5%)	
PS 1 Total	\$1,619,548
OE 1 Total	\$15,672
TOTAL	\$1,635,220

Fiscal Year 25/26 (+5%)	
PS 1 Total	\$1,700,525
OE 1 Total	\$16,456
TOTAL	\$1,716,981

Fiscal Year 26/27 (+5%)	
PS 1 Total	\$1,785,552
OE 1 Total	\$17,279
TOTAL	\$1,802,830

Fiscal Year 27/28 (+5%)	
PS 1 Total	\$1,874,829
OE 1 Total	\$18,142
TOTAL	\$1,892,972

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 1/2023

AGREEMENT NUMBER	4CA06251
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, 2023 through June 30, 2028

3. The maximum amount of this Agreement is: \$ 8,276,404.00
Eight Million Two Hundred Seventy Six Thousand Four Hundred Four 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	11	pages
Exhibit E – Description of Other Services	0	pages

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



LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME Groveland Community Services District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Sully, Assistant Deputy Director, Cooperative Fire		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

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.

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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:

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EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: Groveland Community Services District

CONTRACT NUMBER:

Index: 4400

PCA: 48204

Fiscal Year: 2023/24 to 2027/28

This is Schedule A of Cooperative Agreement originally dated July 1, 2023, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: TCU

Contract Name: Groveland Community Services District

Agreement Total | \$8,276,404

Contract No.: 4CA06251

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Fiscal Year 23/24	
PS 1 Total	\$1,216,298
OE 1 Total	\$12,102
TOTAL	\$1,228,400

Fiscal Year 24/25 (+5%)	
PS 1 Total	\$1,619,548
OE 1 Total	\$15,672
TOTAL	\$1,635,220

Fiscal Year 25/26 (+5%)	
PS 1 Total	\$1,700,525
OE 1 Total	\$16,456
TOTAL	\$1,716,981

Fiscal Year 26/27 (+5%)	
PS 1 Total	\$1,785,552
OE 1 Total	\$17,279
TOTAL	\$1,802,830

Fiscal Year 27/28 (+5%)	
PS 1 Total	\$1,874,829
OE 1 Total	\$18,142
TOTAL	\$1,892,972

Fiscal Year: 2023	Unit: TCU	Sub Total (+2%)	\$1,085,884	Contract Name:	Groveland Community Services District
Index: 4400		Admin	\$130,415	Contract No.:	4CA06251
PCA: 48204		Total	\$1,216,298	Page No.:	19
PRC: 4142		Overtime Total:	\$10,145		

Comments: This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "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	David Fulcher

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		12	\$6,291	\$75,489	\$3,771	12	\$45,252	\$71,919	\$0	\$26,712	\$219,372	\$233,402
1	Longevity Pay Differential - 3%	POF		12	\$0	\$2,265			\$0	\$2,158		\$0	\$4,422	
1	Education Incentive Pay Differential	POF		12	\$150	\$1,800			\$0	\$1,715		\$0	\$3,515	
1	Health Cash Payment	POF		12	\$260	\$3,120			\$0	\$2,972		\$0	\$6,092	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
4	Fire Apparatus Engineer	POF		12	\$5,806	\$269,087	\$3,369	12	\$161,712	\$256,359	\$0	\$95,459	\$782,616	\$831,190
4	Education Incentive Pay Differential	POF		12	\$150	\$7,200			\$0	\$6,859		\$0	\$14,059	
4	Health Cash Payment	POF		12	\$260	\$12,480			\$0	\$11,890		\$0	\$24,370	
	Overtime	POF			\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF			\$0	\$10,000			\$0	\$145		\$0	\$10,145	
					\$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	\$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	\$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	\$0		\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0	\$0		\$0	\$0		\$0	\$0	

Fiscal Year: 2023
 Index: 4400
 PCA: 48204
 PRC: 4142

Uniform Benefits	\$154
Sub Total	\$10,804
Admin	\$1,298
Total	\$12,102

Contract Name: Groveland Community Services District
 Contract No.: 4CA06251
 Page No.: 20

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "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	FC	1.00	12.00	\$178	\$ 2,130	\$ 31	\$ 2,161
UNIFORM ALLOWANCE FOR BU8	FAE	4.00	12.00	\$178	\$ 8,520	\$ 124	\$ 8,644

Fiscal Year: 2023	Unit: TCU	Sub Total (+2%)	\$1,377,044	Contract Name:	Groveland Community Services District
Index: 4400		Admin	\$165,383	Contract No.:	4CA06251
PCA: 48204		Total	\$1,542,427	Page No.:	21
PRC: 4142		Overtime Total:	\$10,145		
Comments: FY 24-28					

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "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	David Fulcher

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
2	Fire Captain, Range A	POF		12	\$6,291	\$150,979	\$3,771	12	\$90,504	\$143,837	\$0	\$53,425	\$438,744	\$466,803
2	Longevity Pay Differential - 3%	POF		12	\$0	\$4,529			\$0	\$4,315	\$0	\$0	\$8,844	
2	Education Incentive Pay Differential	POF		12	\$150	\$3,600			\$0	\$3,430	\$0	\$0	\$7,030	
2	Health Cash Payment	POF		12	\$260	\$6,240			\$0	\$5,945	\$0	\$0	\$12,185	
	Overtime	POF			\$0	\$0			\$0	\$0	\$0	\$0	\$0	
4	Fire Apparatus Engineer	POF		12	\$5,806	\$269,087	\$3,369	12	\$161,712	\$256,359	\$0	\$95,459	\$782,616	\$831,190
4	Education Incentive Pay Differential	POF		12	\$150	\$7,200			\$0	\$6,859	\$0	\$0	\$14,059	
4	Health Cash Payment	POF		12	\$260	\$12,480			\$0	\$11,890	\$0	\$0	\$24,370	
	Overtime	POF			\$0	\$0			\$0	\$0	\$0	\$0	\$0	
1	Assistant Chief (Supervisory) - Division Chief	POF		1	\$10,928	\$10,928	\$0	1	\$0	\$10,411	\$0	\$0	\$21,339	\$29,626
1	Longevity Pay Differential - 5%	POF		1	\$0	\$546			\$0	\$521	\$0	\$0	\$1,067	
1	Extended Duty Pay Differential - Assistant Chief 15%	POF		1	\$1,639	\$1,639			\$0	\$1,561	\$0	\$0	\$3,200	
1	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF		1	\$1,851	\$1,851			\$0	\$1,763	\$0	\$0	\$3,614	
1	Assistant Chief Pay Differential	POF		1	\$208	\$208			\$0	\$198	\$0	\$0	\$405	
	Overtime	POF			\$0	\$0			\$0	\$0	\$0	\$0	\$0	
1	Battalion Chief (Nonsupervisory)	POF		1	\$7,301	\$7,301	\$4,363	1	\$4,363	\$6,955	\$0	\$2,575	\$21,195	\$22,423
1	Longevity Pay Differential - 3%	POF		1	\$0	\$219			\$0	\$209	\$0	\$0	\$428	
1	Education Incentive Pay Differential	POF		1	\$150	\$150			\$0	\$143	\$0	\$0	\$293	
1	Health Cash Payment	POF		1	\$260	\$260			\$0	\$248	\$0	\$0	\$508	
	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			\$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			\$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			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	

Fiscal Year: 2023

Index: 4400

PCA: 48204

PRC: 4142

Uniform Benefits	\$190
Sub Total	\$13,325
Admin	\$1,600
Total	\$14,926

Contract Name: Groveland Community Services District

Contract No.: 4CA06251

Page No.: 22

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "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	FC	2.00	12.00	\$178	\$ 4,260	\$ 62	\$ 4,322
UNIFORM ALLOWANCE FOR BU8	FAE	4.00	12.00	\$178	\$ 8,520	\$ 124	\$ 8,644
UNIFORM ALLOWANCE FOR BU8	DC	1.00	1.00	\$178	\$ 178	\$ 3	\$ 180
UNIFORM ALLOWANCE FOR BU8	BC	1.00	1.00	\$178	\$ 178	\$ 3	\$ 180

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, 2023, by and between CAL FIRE of the State of California and Groveland Community Services District.

FISCAL YEAR: 2023/24 to 2027/28

ADMINISTRATION

7 Battalion Chiefs

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

Motherload Crew
Baseline Fire Center

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 FIRE CENTER

5 Fire Crews	8 FCB, 6 FAE
1 Bulldozer Unit	2 HFEO

FORESTRY TRAINING PROGRAM

5 Training Crews	11 FCB
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MOTHERLOAD CREW

1 Fire Cre	4 FC, 3 FAE
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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, 2023, by and between CAL FIRE of the State of California and Groveland Community Services District.

FISCAL YEAR: 2022/2023

SALARIES AND BENEFITS	\$	1,612,157
OPERATING EXPENSES	\$	92,680
CAPITAL OUTLAY	\$	585,540
GRANTS	\$	435,000
TOTAL DEPARTMENT BUDGET	\$	2,725,377
TOTAL DEPARTMENT BUDGET (LESS CAPITAL OUTLAY AND GRANTS)	\$	1,704,837

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2023

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	PPC-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Property				\$1,000,000,000
Boiler & Machinery				\$100,000,000
Pollution	PPC-SDRMA-202324			Limits on File
Cyber				\$1,000,000,000
Catastrophic Loss				Replacement cost for Scheduled Property
Mobile Equipment	LCA-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Mobile/Contractors Equipment				\$1,000,000,000
				Actual cash value for Scheduled Property
General Liability	LCA-SDRMA-202324	7/1/2023	7/1/2024	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 (Crime)	EDC-SDRMA-202324			\$1,000,000
Auto Liability	LCA-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Auto Bodily Injury				\$10,000,000
Auto Property Damage				\$10,000,000
Non-Owned Auto Bodily Injury				\$10,000,000
Non-Owned Auto Property Damage				\$10,000,000
Uninsured Motorist	UMI-SDRMA-202324			Limits on File
Auto Physical Damage	LCA-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Auto PD - Comp				Limits on File
Auto PD - Collision				Limits on File
High Dollar Vehicles				Limits on File
Trailer	LCA-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Trailer				Limits on File
Workers' Compensation	WCP-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Employers Liability				\$5,000,000
Workers' Compensation				Statutory
Endorsements	LCA-SDRMA-202324	7/1/2023	7/1/2024	Per Occurrence
Dam Failure Liability				\$10,000,000

Description: All listed coverage is in effect only for the time period specified.


 Brian Kelley, MBA, ARM - Chief Executive Officer



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Jennifer Donabedian, Administrative Services Manager

DATE: August 8, 2023

SUBJECT: Agenda Item 6D: Adoption of a Resolution Declaring Certain District Property Surplus and Authorizing the Sale of Equipment by Public Bidding Process

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 38-2023 declaring certain district property surplus and authorizing the sale of equipment by public bidding process.

BACKGROUND:

Staff has identified District assets that are no longer needed, or the useful lifespan of the equipment has expired. Staff have set a minimum bid of items to be sold as surplus if approved by the Board. If approved by the Board, District surplus vehicles and equipment will be available for inspection at the District on August 25th & 26th between the hours of 8am-11am. All bids must be submitted to the District in a sealed envelope by 4 p.m. on Friday, September 1, 2023 and must include a description of the item, a bid amount, and the bidder's contact information. Members of the public are invited to witness the opening of the bids on Tuesday, September 5th at 10am at the District Administration Office.

FINANCIAL IMPACT:

Revenue for equipment deemed unusable to the District. All bids accepted from the Surplus Sale will go into the Sale of Assets fund.

ATTACHMENTS:

1. Resolution 38-2023
2. District Surplus Equipment List

RESOLUTION 38-2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DECLARING CERTAIN DISTRICT PROPERTY SURPLUS AND AUTHORIZING THE SALE OF EQUIPMENT BY PUBLIC BIDDING PROCESS

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, annually the District identifies assets that are no longer needed, or the useful lifespan of the equipment has expired; and

WHEREAS, staff has set a minimum bid of items to be sold as surplus; and

WHEREAS, District surplus vehicles and equipment will be available for inspection at the District on August 25th & 26th; and

WHEREAS, bids must be submitted to the District in a sealed envelope by 4 p.m. on Friday, September 1, 2023; and

WHEREAS, members of the public are invited to witness the opening of the bids by the on Tuesday, September 5th at 10am and all bids accepted from the Surplus Sale will go into the Sale of Assets fund.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY *adopt Resolution 38-2023 declaring certain district property surplus and authorizing the sale of equipment by public bidding process.*

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 8, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, 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 August 8, 2023.

DATED: _____

Item	Year	Make	Model	VIN/ID	Condition	Minimum Bid	Notes
Pickup Truck	2007	Ford	Ranger 4WD	1FDWF31R48EE58061	Good	\$3,500	85,000 Miles
Vacuum Truck	1975	International	Loadstar	D0712FGA12405	Salvage	\$500	Runs
Dump Truck	1985	International	S2200	1HSZALWN3GHA17311	Fair	\$1,500	489,500 Miles
Backhoe	1987	Case	580 Super-E	17041856	Fair	\$7,500	3200 Hrs - 4In1 front bucket
Equipment Trailer	1971	Miller	TopTilt	133754	Fair	\$1,500	24000# Capacity
Pickup Truck - Utility bed	2008	Ford	F-350 4WD	1FDWF31R48EE58061	Salvage	\$2,500	Rollover - 112,000 Miles
Pickup Truck	1997	Ford	F-150 4WD	1FTDF18WSVKD23941	Fair	\$1,000	125,169 Miles
Pickup Truck	2006	Chevrolet	Colorado 4WD	1GCDT146168273925	Fair	\$2,500	~145,000 miles
Filing Cabinet				N/A	Fair	\$50	4 Drawer Fire Proof
Generator	1996	Caterpillar	3412	7AJ00991	Good	\$11,000	600kW - 1300 Hrs
Generator	1999	Olympian	D75P1	E1065A/001	Good	\$5,000	75kW - 1176 Hrs
Generator	2003	Olympian	D40P2	OLY0000ANPF02810	Good	\$3,000	40kW - 1845 Hrs
Generator	2003	Olympian	D30P4	OLY0000HNPX00352	Good	\$2,000	30kW - 1406 Hrs
Generator	1998	Olympian	D150P2	D5011A/001	Good	\$8,000	150kW - 1225 Hrs
Generator	1996	Generac	2024763	95A05310-S	Fair	\$1,000	30kW - 1239 Hrs
Generator	1996	Generac	2024764	95A05312-S	Fair	\$1,000	30kW - 987 Hrs
Generator	Unknown	Caterpillar	3116	Illegible	Fair	\$2,000	100kW - 1141 Hrs
Generator	2011	Generac	13660450200	2113235	Good	\$4,000	35kW - 500 Hrs
Generator		Beloit Power		504303R1	Salvage	\$500	Caterpillar D348 Motor