

REGULAR MEETING OF THE BOARD OF DIRECTORS
Groveland Community Services District

AGENDA
July 9, 2018
10:00 a.m.

District Office
Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321

Call to Order

Pledge of Allegiance

Roll Call of Board Members

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

1. Approve Order of Agenda

2. Public Comment- (3 minutes per person; estimated time required: 10 minutes total)

The public may speak on any item not on the Agenda. We want you to understand that we are listening carefully. However, no action may be taken by the Board. The Board will only hear questions, no responses or answers will be provided. Any item that requires lengthy discussion or Board action shall be submitted in writing to the District Secretary. This will enable the meeting to proceed with decorum, and to facilitate an orderly and respectful business meeting. Thank you.

Action Items to be Considered by the Board of Directors

3. Consent Calendar

- A. Approve Minutes from the June 11, 2018 Regular Meeting
- B. Receive and File June 2018 Payables
- C. Waive Reading of Ordinances and Resolutions Except by Title

4. Old Business

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

- A. None.

5. 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. Review of, and Development of Responses to the 2017- 2018 Tuolumne County Civil Grand Jury Final Report as it Relates to GCSD
- B. Review of, and Development of Responses to the Draft First Responder and EMS Study Prepared by Tuolumne County
- C. Review of the District's Organizational Chart, Major Responsibilities and State Certification Requirements for Critical Operations Positions
- D. Discussion and Action Related to the Addition of an Operations Superintendent Position, Establishing an Associated Salary Range and Potential Impacts to the Salary of Other Management Positions
- E. Adoption of a Resolution Establishing a Standard Form of Construction Contract for use in Maintenance and Construction Projects Meeting the Requirements for Informal Bidding in Accordance with the District's Informal Bidding Ordinance

6. Information Items

- A. Update Regarding the March 22, 2018 Flash Flood Restoration Project
- B. Presentation Regarding the Status of the Water System Improvements Planning Project
- C. Establish a Date for the Next Board Protocol Development Workshop
- D. Staff Reports
 - i. General Manager's Report
 - ii. Fire Operations Report
 - iii. Operations and Maintenance
 - iv. Admin/Finance
- E. Director Comments

7. Adjournment

ALL AGENDA MATERIAL MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

Summary of Guidelines for Public Comments at District Board Meetings

(Excerpt from Exhibit B of Policy Manual for the Board of Directors)

1. Persons wishing to speak on any Agenda Item may be asked to complete a Speaker Request Card to be given to the Board Secretary prior to the meeting, all speakers can remain anonymous.
2. The Presiding Officer will:
 - Announce the Agenda Item
 - Staff will provide a report and any associated recommended actions to be considered by the Board of Directors.

- Members of the public will be identified by the Presiding Officer and asked to present their comments and submittals
 - The Presiding Officer will close the hearing and bring the issue back to the Directors for discussion and possible action.
3. Oral comments will typically be limited to 3 minutes and must be relevant to the Agenda Item.

California Elections Code Section 18340 states: Every person who, by threats, intimidations, or unlawful violence, willfully hinders or prevents electors from assembling in public meetings for the consideration of public questions is guilty of a misdemeanor.

California Penal Code Section 403 states: Every person who, without authority of law, willfully disrupts or breaks up any assembly or meeting that is not unlawful in its character...is guilty of a misdemeanor.

As presiding officer, the President of the Board has the authority to preserve order at all Board of Director meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.
(Sec. 6 Policy Manual for the Board of Directors)

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)

**REGULAR MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
June 11, 2018
10:00 a.m.**

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

Call to Order

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

Approve Order of Agenda

Motion

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

Action Items to be Considered by the Board of Directors

Public Comment

Cal Fire Unit Chief Josh White updated the Board regarding current issues and events surrounding the fire department.

Consent Calendar

- A. Approve Minutes from the May 14, 2018 Regular Meeting
- B. Approve Minutes from the May 25, 2018 Special Meeting
- C. May Payables
- D. Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Swan moved, seconded by Armstrong, and the motion passed unanimously to approve the Consent Calendar as presented.

Old Business

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

- A. None.

Discussion and Action Items

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

- A. Public Hearing Regarding the 2018-2019 Preliminary Budget

- i. Adoption of a Resolution Approving the 2018-2019 Preliminary Budget

Motion

Director Edwards moved, seconded by Director Kwiatkowski, and the motion passed unanimously to approve Resolution 15-18, a Resolution adopting the Fiscal Year 2018/2019 Preliminary Budget.

- B. Adoption of a Resolution Supporting Special District Representation on the Tuolumne County Local Agency Formation Commission (LAFCO)

Motion

Director Swan moved, seconded by Director Armstrong, and the motion passed unanimously to adopt Resolution 16-18, a resolution supporting Special District representation on the Tuolumne County Local Agency Formation Commission (LAFCO)

- C. Consideration of Calling Special Meeting to Hold Sewer Rate Public Hearing June 21st or 22nd, 2018

The Board scheduled a Special Meeting June 22, 2018 at 10:00am.

Information Items

- A. Update Regarding the March 22, 2018 Flash Flood Restoration Project
- B. Presentation Regarding the Status of the Water System Improvements Planning Project
- C. Update Regarding the Sewer Rate Study
- D. Reschedule Board Norms and Protocol Development Meeting
 - i. Consider including Board Orientation Program Overview

The Board scheduled a Special Meeting June 26, 2018 at 10:00am.

- E. Staff Reports
 - i. General Manager's Comments
 - ii. Operations and Maintenance
 - iii. Admin/Finance
- F. Director Comments

Adjournment

Motion

Director Swan moved, seconded by Director Armstrong, and the motion passed unanimously to adjourn the meeting at 1:10pm.

APPROVED:

Robert Swan, President

ATTEST:

Jennifer Flores, Board Secretary

AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter J. Kampa

DATE: July 9, 2018

SUBJECT: Item 5A -Review of, and Development of Responses to the 2017- 2018 Tuolumne County Civil Grand Jury Final Report as it Relates to GCS D

SUMMARY

The Grand Jury is a judicial branch of government typically referred to as “an arm of the court.” The Grand Jury does not function as an executive or legislative branch and is not a police agency.

The Grand Jury reviews and evaluates procedures, methods, and systems used by an agency to determine if there is a more efficient and/or economical way to perform their various functions. The Grand Jury does not mandate policy changes; instead, the Grand Jury makes recommendations to improve procedures, systems, and methods of operation.

The Grand Jury is charged with the annual investigations of the County Jail, and the California Conservation Center (located within the County of Tuolumne), and it also investigates agencies based on complaints or concerns raised by the public. The GCS D has been investigated by the 2017/18 Civil Grand Jury as the result of a public complaint, and to follow up on an investigation conducted in 2016/17.

The full 2017/18 [Grand Jury Report](#) is available on our website. Included in this agenda packet are the following sections of the 2017/18 Grand Jury Report:

1. How to read the Grand Jury Report
2. The responses from GCS D to the findings and recommendations of the 2016/17 Grand Jury Report
3. The section of the 2017/18 Grand Jury Report (herein referred to as Report) resulting from the current year’s investigation, and the subject of our current responses

California Penal Code:

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this

title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

In accordance with California Penal Code Section 933(c), the Governing Board of the District is required to comment within 90 days of issuance of the Report on the findings and recommendations of the Report, and the Grand Jury has specifically requested that we respond to their Recommendations 1 through 10, inclusive. The District's comments and responses must comply with Section 933.05 of the Penal Code as follows:

For purposes of subdivision (b) of Section 933, as to each grand jury **finding**, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury **recommendation**, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

Included in this agenda packet for Board consideration is a draft response prepared by District management in accordance with Penal Code Section 933.05.

No additional action is required in response to the 2016/17 information provided, which is simply included herein for reference.

ATTACHMENTS

- 2017/18 Grand Jury Report
- Draft Response to 2017/18 Grand Jury Report

FINANCIAL IMPACTS

None

RECOMMENDED ACTION

Staff Recommends the following Motion:

I move to approve the 2017/18 Grand Jury response as presented (or amended)

confidential. It is a misdemeanor to violate the confidentiality of any individual or evidence brought before the Grand Jury.

How to Read Grand Jury Reports

Each report is divided into several sections:

1. The **Summary** provides a general overview of each individual investigation and previews each individual report.
2. **Glossary** defines uncommon and specialized terms used within the report.
3. **Background** contains some general factual information intended to provide an overall view of the agency and issues investigated.
4. **Methodology** provides information about how the Grand Jury determined the facts and came to its conclusions.
5. **Discussion** contains detailed factual information developed from the investigation and may be organized into *subsections* by topics relevant to the findings.
6. **Findings** bridge the gap between the facts in the discussion resulting in recommendations and/or commendations. A finding is a conclusion or value judgment reasonably based on one or more facts from the background or discussion sections. Findings usually identify what needs to be fixed, improved, or corrected through the recommendation, or may point to something that is being done well through a commendation.

Example of a Finding: “The Grand Jury finds that the non-standardization of payroll submissions to the controller is unnecessarily time-consuming, expensive, and subject to error.”

7. **Recommendations** and/or **Commendations** must be reasonably based on at least one finding and state what the grand jury believes should be done, when and by whom, or by which agency, to solve the problems identified in the findings. Recommendations should be specific, logically related to the problems identified in the findings, reasonably achievable and financially feasible, and not in violation of any laws.

Example of a Recommendation: “The Grand Jury recommends that the controller should reorganize all county payroll functions by December 31, 2015, so that there is a standard procedure of payroll submissions.”

8. **Responses:** Penal Code §933.05 directs that, if required by the Grand Jury, the governing board, or elected official who was the subject of the investigation, is required to respond to the specific findings and recommendations. The Grand Jury can also invite other public officials, such as department heads or managers to respond to findings and recommendations.

SEND ALL RESPONSES TO:

**Honorable Judge Kate Powell Segerstrom
Tuolumne County Superior Court
60 North Washington Street
Sonora, CA 95370**

9. The **Bibliography** provides additional resources and references used in the writing of the report and allows the reader to find related information.

Review of Responses to the Report on the Groveland Community Service District

Summary

The 2016-2017 Tuolumne County Grand Jury investigated the Groveland Community Services District (GCSD) for possible violation of the Ralph M. Brown Act. This alleged violation occurred during an exploration of privatization of the District's water system. The investigation revealed that the GCSD did violate the Brown Act by discussing an important item which was not included on published meeting agendas for two board meetings. Grand Jury recommendations include increased training in the Brown Act and in the Raker Act.

Recommendations and Responses

The following individuals responded to the recommendations as listed below:

The GCSD Board of Directors and GCSD General Manager: *R1, R2, R3, R4.*

Findings

- F1. The Board of the GCSD violated the Brown Act (§54954.2(a)(1) at the June 13, 2016, and July 11, 2016, meetings.*
- F2. Assigning a study on privatization of the GCSD water services to the Budget Committee, an ad hoc committee, raised questions about transparency.*
- F3. The directors that have attended training in various aspects of managing small districts have found it valuable.*

F4. Unfortunately, no training has been received in the requirements of the Raker Act of 1913, the legislation that created Hetch Hetchy Reservoir and GCSD's water supply.

Recommendations and Responses

R1. Continue training in the Brown Act for new and returning directors (F1)

Did the agency's response address the subject of the findings and recommendations?	Did the agency attempt to avoid the issues, offer excuses, or accept and begin to implement the action within six months of the published date of the report?	Did the agency's response indicate that it would take the necessary action to correct the problem?	Did the agency provide a specific date by which it would take the necessary corrective action?
AGREE	ACCEPT	YES	ONGOING

R2. New issues beyond the normal operation of GCSD should be undertaken by an ad hoc committee. (F2)

Did the agency's response address the subject of the findings and recommendations?	Did the agency attempt to avoid the issues, offer excuses, or accept and begin to implement the action within six months of the published date of the report?	Did the agency's response indicate that it would take the necessary action to correct the problem?	Did the agency provide a specific date by which it would take the necessary corrective action?
NO	OFFERED EXCUSE	YES	NO

R3. All directors should receive continued CSDA training in the appropriate behavior of board members, being successful, and being productive. (F3, F4)

Did the agency's response address the subject of the findings and recommendations?	Did the agency attempt to avoid the issues, offer excuses, or accept and begin to implement the action within six months of the published date of the report?	Did the agency's response indicate that it would take the necessary action to correct the problem?	Did the agency provide a specific date by which it would take the necessary corrective action?
YES	ACCEPTED	ONGOING	ONGOING

R4. All directors should receive training in the Raker Act. Formal training in the content of the Raker Act might be difficult to come by. If training is not available, providing directors with a summary of the act, highlighting the parts that affect GCSD, and including it in the policy manual would be helpful. (F4)

Did the agency's response address the subject of the findings and recommendations?	Did the agency attempt to avoid the issues, offer excuses, or accept and begin to implement the action within six months of the published date of the report?	Did the agency's response indicate that it would take the necessary action to correct the problem?	Did the agency provide a specific date by which it would take the necessary corrective action?
YES	ACCEPTED	YES	ONGOING

Groveland Community Services District

2017/2018 Tuolumne County Civil Grand Jury Report



Photo credit Christian deRyss

Summary

The 2017-2018 Tuolumne County Grand Jury received several letters and emails from members of the Groveland, Big Oak Flat, and Pine Mountain Lake communities requesting investigation into the Board of Directors, Management, and Operations of the Groveland Community Services District (GCSD). These concerned citizens expressed a lack of transparency by the Board and management that had contributed to a lack of public trust.

The Grand Jury began an investigation of GCSD in October 2017. At that time, the Board of Directors consisted of three of the requisite five members. In September 2017 two board members resigned due to concerns that aspects of the decision making process were not in the best interest of the community. Their primary reasons for departing

are “ a deep split in how the district’s business should be run,...unprofessional dealings over a non-fruitful \$25,000 recruitment process for a new district general manager...a specific but unnamed director for [out of control] bad behavior and temper tantrums at public and staff meetings that they say continue to disable due order and decorum.” Union Democrat 2/27/2017

The General Manager (GM) in place when the Grand Jury began the investigation retired December 31, 2017. An acting GM was selected until an interim GM was announced February 2018. The interim GM has since been contracted as the permanent, part-time GM.

In January 2018, another Board member resigned, citing, “*accusations from members of the public...causing undue scrutiny on his family*” as reported in the Union Democrat, January, 9, 2018. As of March, 2018, three new Board Members were added to fill vacant seats.

Through our investigation, we were able to substantiate concerns regarding violations of GCSD policies and lack of transparency while the District was under the previous leadership. This has contributed to the loss of public trust. The GCSD Employee Handbook, revised October 19, 2016, Business Ethics and Conduct, states, “*The continued success of GCSD is dependent upon customers’ trust and we are dedicated to preserving that trust. Employees owe a duty to GCSD and its customers to act in a way that will merit the continued trust and confidence of the public.*”

At the close of our investigation, the Grand Jury has witnessed a more positive and transparent environment at Board meetings with the three new Directors and the new GM in place. Under the current management, the District is making great strides in regaining the peoples trust. Members of the public reported these changes are hopeful signs for improvement at the District.

The District’s new management has eliminated subcommittees (with the exception of the Park subcommittee) to ensure all Board members are fully informed. They are also in the process of developing norms of conduct for Board Members and a written protocol for Board meetings.

Glossary

Board	GCSD Board of Directors
Brown Act	California State law which guarantees the public’s right to attend and participate in meetings of local legislative bodies.
Certification	Proof through State regulated testing, and sometimes including proven work experience, that an individual has achieved a certain level of knowledge related to water treatment, water distribution and wastewater treatment.
Director	A member of the Board of Directors.
Fiscal Year	The fiscal accounting and budget year for GCSD (July 1 – June 30).
GCSD	Groveland Community Services District
GM	General Manager Acting GM: An individual appointed by the board to temporarily assume the duties of the General Manager while a replacement is found. Interim GM: A General Manager who fills the role for an intervening time.
Hazmat	An abbreviation for “hazardous materials”—substances in quantities or forms that may pose a reasonable risk to health, property, or the environment.

Background

The Groveland Community Services District (GCSD) is a Special District created and funded by Big Oak Flat, Groveland, and Pine Mountain Lake residents.

“Special districts are local government agencies that provide public infrastructure and essential services...and they are governed by board members elected from their local communities or appointed by other voter-approved local bodies. They have corporate powers, so they can hire employees, enter into contracts, and acquire property. Within constitutional limits, they can also issue bonds, impose special taxes, levy benefit assessments, and charge service fees. As public agencies, special districts are held accountable to their local voters. They must file independent audits with the county auditor and annual financial transaction and compensation reports with the State Controller’s Office. Like cities and counties, every special district board must comply with Fair Political Practices Commission (FPPC) regulations, the Public Records Act, and all open meeting requirements in the Brown Act.” - California Special District Association – Special District Formation Guide.

GCSD is subject to regulation by the State of California Department of Water Resources and is subject to financial oversight by the State Controller.

The GCSD Water System distributes treated water to approximately 3,500 customers in the Big Oak Flat, Groveland, and Pine Mountain Lake areas. The System includes three water treatment plants, five storage reservoirs, and approximately 70 miles of distribution piping. The District also owns and operates the regional wastewater collection, treatment, and regional recycled water system, which provides sewer service to approximately 1,500 customers within the District's service area.

The service area covers approximately 15 square miles in southern Tuolumne County. It is bounded on the north by the Tuolumne River, on the south by Mariposa County, on the east by the Stanislaus National Forest, and on the west by Moccasin. GCSD is the owner and operator of the Groveland Water System, which receives water from the City and County of San Francisco's Hetch Hetchy water system.

GCSD manages public park facilities on its properties, including a skateboard park, a youth center, and Mary Laveroni Park. It also has a cooperative agreement with the California Department of Forestry and Fire Protection (CALFIRE) to provide fire protection services for the community.

Oversight of GCSD is provided by five Board members. The General Manager (GM) reports to the Board. This role is supported by Administration, Operations, and Maintenance staff. GCSD employs about sixteen full time employees plus a few independent contractors. Employees and contractors hold a variety of state regulated certifications necessary for the operation of GCSD.

The Groveland Community Services District has been the subject of Grand Jury investigation twice in the last fifteen years.

- The 2011-2012 Civil Grand Jury investigated GCSD and found that, “both the General Manager/District Engineer and the Administrative Finance Manager are compensated in excess of what other Community Services Districts and Tuolumne County pays for similar positions and/or other highly responsible positions”. GCSD challenged the findings, claiming compensation comparables were insufficiently thorough, and declined to implement the recommendations.
- The 2016/2017 Grand Jury investigated and found the Board violated the Brown Act during the exploration of privatization of the District’s water system. It recommended increased Brown and Raker Act training. The District agreed, though this Grand Jury notes some Board members did not attend this training.

There is a consensus among GCSD employees and ratepayers that the District struggles financially to maintain operational integrity and support its aging infrastructure. This is due to the low ratio of ratepayers to the size and complexity of the required treatment facility. Much of the water and sewer infrastructure is forty years old and portions of the system are in need of replacement or upgrade. In recent years, emphasis on operating cost reductions has necessitated

difficult management, personnel, and operating decisions. The District has aggressively cut employee headcount and other operating costs.

The District has been successful in obtaining California State Grant funding for planning and upgrades for a portion of the aging infrastructure. Grant funding for Big Oak Flat and Groveland alone covered 100% of the planning and implementing cost because they are considered “severely disadvantaged” economically by the State of CA. The District is in the process of obtaining additional Grant funding to make further upgrades to the system, including Pine Mountain Lake (PML). By including PML with Big Oak Flat and Groveland, the economic level elevated to “disadvantaged.” This Grant funding will cover less than 100% of the cost of these upgrades, necessitating the need to increase customer rates.

In late 2016, GCSD engaged industry consulting firm, Bartle Wells Associates, to assess and recommend various funding and ratepayer scenarios, to meet the need for upgrades to the district’s sewer infrastructure. This was cited as the primary driver for rate increases. The GCSD Board did not approve the final consultant report in 2017. The District is in the process of clarifying the scope of the sewer system improvement project to, “ensure that the study was comprehensive, accurate, and contained solid funding recommendations for necessary future improvements to the system.” The District is considering potential increased rates effective in September of 2018.

Methodology

The Grand Jury investigated public concerns related to:

- Transparency and management by the Board of Directors
- Employee management and hiring activities
- Management and operations practices

Interviews and Meetings

Twenty-four interviews were conducted with past and present GCSD employees, management, contractors, past and present Board members, and GCSD customers. This included current and former employees who were with the District as far back as 2014. Grand Jury members toured GCSD facilities and attended most of the public GCSD meetings held during the investigation.

Documents

During a wide-ranging investigation, the Grand Jury reviewed documentation provided by interviewees and GCSD, including:

- GCSD Policy Handbooks - 2013 and 2016
- GCSD Classification and Compensation Plans – 2011, 2015 and 2016
- GCSD Board Minutes and Recordings – All meetings January 9, 2017 through December 21, 2017
- Documentation of Bobcat Sale 2014
- Agenda Submittal April 9, 2018 – Surplus Equipment Sales Report – Asbestos Cement Pipe Handling and Disposal
- State of California Certification for all current employees
- GCSD Employment History 2015, 2016 and 2017 (Promotions/Retirements/ New Hires/District Terminations/Voluntary Terminations)
- GCSD Budget – Fiscal Years 2015/16, 2016/17, and 2017/18
- GCSD Organizational Chart 2017-18 (17 Authorized Positions)
- GCSD Operational Policies & Procedures Manual Adopted 10/11/2010

- Section 101 Board Policies and Procedures
- Section 506 Use of Equipment and Vehicles
- Draft Wastewater Rate Study, Bartle Wells Associates, 9/26/2017

Discussion

The discussion below provides an overview of investigation discoveries supported by multiple sources. Many current and former employees expressed concern about possible repercussions from speaking to management about their concerns. The Grand Jury heard from employees who felt threatened with job loss for revealing questionable operating decisions. Several former employees expressed a strong desire to remain anonymous.

Most of the following account took place before the new GM and Directors were in place. Under each item where we have seen a change under the new leadership, we have provided that information in **bold type**.

Board Behavior and Oversight

- A) Members of the public described Board outbursts of shouting, disrespectful, and aggressive behavior during public board meetings that left them feeling intimidated and, in one case, unsafe under the previous organization.

Under current management, the Board is developing norms of conduct for Board Members and a written protocol for Board meetings. The Grand Jury has attended most Board meetings since the investigation began and has observed acceptable behavior since the addition of the new Directors.

- B) The Board hired a consulting firm in 2017 to gather and evaluate a list of qualified candidates for the GM position. This task was completed, and the top four candidates were interviewed. The Board selected one candidate with a 3 to 2 vote. Ultimately, this candidate was not hired because the board pulled back their offer.

The public was angered that the \$23,000 consultant effort did not result in a permanent hire. Two Directors resigned in frustration because of a counterproductive hiring process.

- C) The acting General Manager presented a contract to bring back the retired GM as a consultant to: a) help with grants and the rate study and b) function as a wastewater plant operator. During the January 8, 2018 Board meeting this prompted one board member to state;

“This smacks of conflict of interest; are you sure you aren’t being manipulated? We let ourselves fall into a bad situation. When you have an officer leave and come right back as a contractor, it smells like conflict of interest. I am concerned of the appearance to the ratepayers. The person that used to work for...[him/her]... signs a contract to bring...[him/her]... right back?”

- D) District equipment was determined to be surplus by the equipment committee consisting of 2 Board members. The Board put the equipment up for sale, even though the employees made several appeals to retain the equipment.

Under current management, the Board has agreed to disband the Equipment Committee and let the employees determine which equipment is no longer needed.

- E) Union pay negotiations between management and union workers were conducted by relatives, creating the appearance of a conflict of interest.
- F) The Board reviewed a 2017 employee survey expressing employee dissatisfaction with management and practices. The Directors dismissed the results as; “There are always disgruntled employees.” In one case an employee appealed to the Board for assistance with unfair management practices and no action was taken by the Board. These employees had no life-line; resignation was their only choice.
- G) GCSD management have used their attorneys, through intimidating letters and phone calls, in an effort to quell the public

and Grand Jury. A community member and the Grand Jury received letters from an Attorney representing GCSD. Both letters included over-exaggeration or complete untruths as to the receiving party's conduct. The attorney threatened the community member by stating, "the District and/or its employees are prepared to petition the Superior Court to seek any orders necessary to protect employees from your constant and unreasonable harassment." This community member felt threatened and feared attending GCSD public meetings.

It is GCSD policy that only 2 Directors be informed of correspondence from their legal representative, resulting in a Board that is not fully informed.

Employee Management

- A) Retention of well-trained and certified employees has been a concern for GCSD. Management and Board members have cited pay as the major obstacle to retention. Our investigation revealed that an inequitable and unprofessional work environment, under previous management, was the leading contributor to retaining highly qualified and skilled workers.

Experienced employees have left and were replaced with less qualified people who were favored by senior management. Select employees enjoyed privileges others did not. Employees with greater seniority had been passed over for others with lesser skills or experience.

When employees expressed their concerns, management, Human Resources and the Board were unresponsive. We learned that employees quit because they felt they fell "out-of-favor" with management. In some cases, these out-of-favor employees were required to communicate with management via email or through someone else. Some employees felt the need to leave a job they cared about. Employees stated dissatisfaction with management as the primary reason for leaving.

Many times employees are required to successfully acquire higher level certifications within set timeframes. We learned of inconsistency with policy. Some employees were told they would be held to the timeframe to keep their job. Others were allowed additional time to complete the requirement, leading to inequity.

- B) Managers informed us that they prefer to hire from within. Our investigation found, in two cases, long-standing job descriptions were rewritten to reduce the requirements to favor internal candidates who did not have adequate certification or experience. Hiring people without certifications required to operate at state mandated levels has left the District with only one person who meets the requirements to oversee wastewater plant operations. As stated by previous management at a Board meeting in 2017, “we have a full crew, but it is a green crew.”

Management and Operations Practices

- A) The Grand Jury learned that previous management underreported the size of sewage spills, or failed to report spills, to avoid fines or avoid cost.

In a cost cutting effort, the staffing level was reduced from 24 in 2013 to 16 in 2017. This resulted in only 10 positions to manage and operate the water, wastewater, collections and distribution systems. Regular maintenance is difficult to accomplish with these minimal staffing levels. Without regular maintenance, the system has a higher probability for failure, resulting in sewer spills.

- B) It was reported to the Grand Jury that approximately 40 pieces of asbestos-reinforced cement pipe, (ACP), were disposed of. GCSD management failed to provide documentation of their disposal process. We were unable to obtain a policy from the District for the disposal of Hazmat.

Current management reported to the Grand Jury, “A written protocol did not previously exist, other than the standard practice and employee (in-field) training to return removed

sections of ACP to the Operations Center and to store this discarded material in a tarp covered pile. An ACP replacement program does not exist, so (stored) discarded quantities of pipe over the years have been relatively small. A formal written ACP handling and disposal procedure has been developed and is currently under internal review. We expect the protocol/procedure to be in place by the end of April 2018 and employees training and certification in May 2018.”

- C) The Grand Jury was informed that some GCSD employees have commonly used District equipment for their personal use. District equipment was used to do side jobs for personal financial gain.

It is District policy that equipment is not for personal use. Per California Government Code Section 8314, and/or Penal Code Section 424, public servants are prohibited from using public resources for personal purposes.

- D) GCSD purchased two vehicles in 2017 without following their procurement procedures. Management presented one bid, stating it was the lowest bid, when in fact at that time it was the only bid. Management misrepresented their bid process to their board and to the ratepayers.

Purchase orders provided to the Grand Jury were generated after the actual dates of order from the Dealership.

The public trust was violated when management misrepresented the truth about the purchase of a new vehicle. Community members suggested that the District look into purchasing a pre-owned vehicle to save money. Management stated that it could be discussed at the following board meeting, when in fact, the new car had already been ordered and the order could not be canceled. The new car was at the District before the next Board meeting. The promised discussion to consider a pre-owned car was not included in the agenda for the following board meeting. Instead, there was an agenda item to discuss the possibility of purchasing pre-owned vehicles in the future.

Findings

The Grand Jury recognizes the facts that have led to these findings are based on actions or inactions of past management. We are making recommendations based on these findings, in an effort to assist GCSD Board and Management to improve functionality and transparency.

- F1. Public confidence and trust has been eroded by disrespectful behavior of Directors at Board meetings and negligent management practices
- F2. Management practices created work conditions that resulted in the loss of highly qualified, experienced and certified employees.
- F3. Management has used District legal counsel communications to intimidate public individuals without full Board knowledge.
- F4. Inadequate staffing levels have increased environmental and safety risks for GCSD.
- F5. Employees have used District equipment for personal use in violation of policy.
- F6. Policy and procedures were not followed for purchasing vehicles in 2017.
- F7. Union pay negotiations between management and union workers were conducted by relatives.

Recommendations

- R1. Develop and enforce standards of orderly conduct by Board members during meetings. (F1)
- R2. Periodically train employees in the problem resolution process outlined under section 710 of the GCSD employee handbook. (F2)
- R3. Offer exit interviews with Board members to all departing employees. (F2)

- R4. Inform all Board members of legal communication before action is taken. (F3)
- R5. Delegate responsible staff for training and proper disposal of Hazmat according to the new Board policy currently in the process of development. (F4)
- R6. Create a “whistle blower” program that protects the confidentiality of employees and the public. (F4)
- R7. Adequately staff operations to meet the requirements for routine inspections and preventative maintenance. (F4)
- R8. Hold employees accountable for violating policies regarding unauthorized equipment use. (F5)
- R9. Hold managers and employees accountable for violations of District purchasing policies. (F6)
- R10. Train GCSD Board members on their conflict of interest policy documented in the Policy Manual of the Board of Directors. (F7)

Request For Responses

According to California Penal Code §933(c), no later than 90 days after the grand jury submits a final report on the operations of any public agency subject to the reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the finding and recommendations pertaining to matters under the control of the governing body and every elected county office of agency head for which the grand jury has jurisdiction pursuant to §914 shall comment within 60 days to the presiding judge of the superior court.

The GCSD Board of Directors are requested to respond to recommendations: R1, R2, R3, R4, R5, R6, R7, R8, R9, R10.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Bibliography

Union Democrat - *Two directors resign over botched \$25k recruitment*, September 23, 2017 -

<http://www.uniondemocrat.com/localnews/5617766-153/two-groveland-district-directors-resign-over-botched-25k>

Union Democrat - *Groveland board members say nothing improper in general manager hiring process*, October 9, 2017 -

<http://www.uniondemocrat.com/localnews/5659534-151/groveland-board-members-say-nothing-improper-in-general><http://www.uniondemocrat.com/localnews/5659534-151/groveland-board-members-say-nothing-improper-in-general>

Union Democrat - *Wemmer resigns from GCSD board, cites scrutiny on family*, January 9, 2018 -

<http://www.uniondemocrat.com/localnews/5906503-151/wemmer-resigns-from-gcsd-board-cites-scrutiny-on>

Union Democrat - *Groveland board to fill vacancy, names Kampa interim GM*, February 15, 2018 -

<http://www.uniondemocrat.com/localnews/6013175-151/groveland-board-to-fill-vacancy-names-kampa-interim>

California Special District Association - *What is a Special District and What do they Do?* <https://www.csda.net/special-districts/learn-about>

California Special District Association - *Special District Formation Guide*,

<https://higherlogicdownload.s3.amazonaws.com/CSDA/b24702e8-8a42-4614-8c45->

bc3cba37ea2c/UploadedImages/About_Districts/2016-Formation-Guide-WEB.pdf

GCSD Sewer Rate Study by Bartle Wells -
<https://www.gcsd.org/files/e2704a9fa/New+Scenarios+9.26.17+Groveland+Draft+Rate.pdf>

California Government Code Section 8314 -
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=8314.

California Penal Code Section 424 -
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=424.

California Air Resources Board, Asbestos NESHAP Program
<https://www.arb.ca.gov/enf/asbestos/asbestos.htm>

July 6, 2018

The Honorable Kate Powell Segerstrom
Superior Court Judge of Tuolumne County
60 North Washington Street
Sonora, CA 95370

Dear Judge Powell Segerstrom;

We have received and reviewed the 2017/18 Grand Jury Report. In accordance with California Penal Code §933(c), included herein please find our comments on the Report's findings and recommendations pertaining to matters under the control of the governing body of the Groveland Community Services District. In addition, as requested by the Grand Jury, please find our Board's responses to the Report's recommendations pertaining to the Groveland CSD, numbered 1-10.

Comments on Findings:

F1. Public confidence and trust has been eroded by disrespectful behavior of Directors at Board meetings and negligent management practices.

District Comments: We disagree with the finding as there was no evidence provided

F2. Management practices created work conditions that resulted in the loss of highly qualified, experienced and certified employees.

District Comments: We disagree with the finding as there was no evidence provided that the employees lost were highly qualified.

F3. Management has used District legal counsel communications to intimidate public individuals without full Board knowledge.

District Comments: We disagree with the finding as there was no evidence provided that verifies an intent to intimidate the public, or that management lied or provided false information to the District's attorney.

F4. Inadequate staffing levels have increased environmental and safety risks for GCSD.

District Comments: We disagree with the finding as there was no evidence provided to show that the District was short staffed, or that the District was jeopardizing employee or environmental safety.

F5. Employees have used District equipment for personal use in violation of policy.

District Comments: We disagree with the finding as there was no evidence provided to verify that employees improperly use equipment. The employees who were accused of improperly using equipment should have been interviewed, and were not.

F6. Policy and procedures were not followed for purchasing vehicles in 2017.

District Comments: We disagree with the finding as the District policy requires multiple bids for vehicle purchase, which were received, and the purchase was made from the lowest bidder in compliance with policy.

F7. Union pay negotiations between management and union workers were conducted by relatives.

District Comments: We agree with the findings.

Comments and Response to Recommendations:

R1. Develop and enforce standards of orderly conduct by Board members during meetings. (F1)

District Comments: The Board is in the process of developing standards of conduct and protocol for effective Board meetings.

District Response: The recommendation has not yet been implemented, but the District has conducted three Board workshops thus far to develop Board Norms and Protocol; a process that will be completed by December 31, 2018. Protocol developed in the first three Board workshops have been implemented.

R2. Periodically train employees in the problem resolution process outlined under section 710 of the GCSD employee handbook. (F2)

District Comments: None

District Response: The recommendation has not yet been implemented, but will be implemented by July 30, 2018

R3. Offer exit interviews with Board members to all departing employees. (F2)

District Comments: The General Manager is responsible for the appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors. Exit interviews should be conducted by the General Manager, trained Human Resources staff, or a neutral outside Human Resources consultant.

District Response: The recommendation will not be implemented because it is not reasonable to involve Board members in personnel matters that are specifically delegated to the General Manager at Section 61051 of the Government Code. By December 31, 2018, the District will include in its employee relations system or separate employee retention program a policy detailing the appropriate method for exit interviews.

R4. Inform all Board members of legal communication before action is taken. (F3)

District Comments: Not all communications between District management and its legal counsel are appropriate for distribution to the Board; for example those related to personnel matters, (non-board related) or harassment claims filed by staff. In addition, if the Grand Jury's expectation was that the Board would receive such legal communications and give related direction or approvals to management prior to action; such direction would rarely be timely as it would need to occur on a Board agenda.

District Response: The recommendation will not be implemented because it is not reasonable to involve all Board members in legal communications before actions are taken by management. The District will implement a policy by December 31, 2018 requiring that legal communications, appropriate for distribution to the Board, be made available to all Board members within a reasonable timeframe following preparation.

R5. Delegate responsible staff for training and proper disposal of Hazmat according to the new Board policy currently in the process of development. (F4)

District Comments: A Board policy regarding the handling of hazardous materials is not necessary as it is a requirement of law and a responsibility of management. The Board's budgeting and employee development practices will continue to support proper handling of hazmat.

District Response: The recommendation has been implemented through management direction for specific hazmat training, and implementation of an Asbestos Cement Pipe handling and disposal protocol in accordance with OSHA and DIR standards.

R6. Create a "whistle blower" program that protects the confidentiality of employees and the public. (F4)

District Comments: Current District policies provide the framework for maintain the confidentiality of employees when reporting concerns.

District Response: The recommendation has not yet been implemented, and the District will adopt a specific policy regarding reporting and handling of safety, operational and administrative concerns.

R7. Adequately staff operations to meet the requirements for routine inspections and preventative maintenance. (F4)

District Comments: The intent, staffing plan and policies of the Board support adequate staffing for routine inspections and preventative maintenance, which is currently being conducted by the District. The District believes strongly that investments in infrastructure and a skilled, motivated workforce with a solid work ethic is the best means to achieve a balance between cost efficiency and effective maintenance. Management has been directed to develop staffing plans adequate to achieve routine maintenance and inspections in accordance with industry standards.

District Response: The recommendation has been implemented and the adoption of the 2018/19 fiscal year budget and sewer rate increase proposal supports this effort. The Board's July 9, 2018 agenda contains consideration for increased staffing.

R8. Hold employees accountable for violating policies regarding unauthorized equipment use. (F5)

District Comments: None

District Response: The recommendation has been implemented and will be reinforced through management memoranda.

R9. Hold managers and employees accountable for violations of District purchasing policies. (F6)

District Comments: The General Manager will be held responsible for implementing the Board's purchasing policies. The General Manager will hold department managers responsible for their role in purchasing.

District Response: The recommendation has been implemented and will be reinforced through management memoranda.

R10. Train GCSD Board members on their conflict of interest policy documented in the Policy Manual of the Board of Directors. (F7)

District Comments: Board members currently receive harassment and ethics training, which includes conflict of interest training, upon entering office and every two years thereafter.

District Response: The recommendation has been implemented and the District's conflict of interest policy updated by December 31, 2018. A Board Orientation program outline was approved by the Board in June 2018, and will be completed and implemented by November 30, 2018. The Board orientation program includes annual training on the District Conflict of Interest policy.

If you have any questions, concerns or comments related to this response, please do not hesitate to contact me.

Sincerely,

Robert Swan
President

AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter J. Kampa

DATE: July 9, 2018

SUBJECT: Item 5B, Review of, and Development of Responses to the Draft First Responder and EMS Study Prepared by Tuolumne County

SUMMARY

In the spring of 2017, the Matrix Consulting Group began a project to conduct an Emergency Services Assessment for Tuolumne County. This document is the report of Matrix teams' work and includes an analysis of operational staffing, financial resources, equipment and facilities.

Following more than a year and many meetings, Matrix has produced the draft final report, which is posted on our [website](#). Staff has reviewed the report, and provided the following initial comments to county staff.

The purpose of this agenda item is to seek Board input prior to adoption of the report by the county.

Thank you for the opportunity to review and provide input into this important evaluation. As you are well aware, the requested review timeframe was extremely truncated given the important analysis and implications of this report. We respectfully request additional time to further discuss this document internally and with our elected Boards, to better understand the rationale behind many of the recommendations, and to learn why certain opportunities were discarded without much discussion. As a very simple example, proposition 172 funds were discussed as being committed to specific public safety purposes within the county, but the option of allocating a higher percentage of this funding to county fire, or to the other fire districts, or to assist fire districts in contracting with Calfire, was not discussed except to state that reallocating this money would create a financial hardship on the other services. It would have been helpful to learn from the consultant's experience if this current allocation is appropriate and normal, and how other counties allocate this funding to fire services.

The report recommends that the county fire enter into agreement and allocate funding to the Twain Harte CSD for coverage outside the THCSB boundaries to the north; to cover weaknesses in some of the smaller entities such as Long Barn. In Groveland, other than our station 78 and the Calfire Amador station, both of which GCSB funds only with its ad valorem property taxes, there are no neighboring districts or county fire stations between the Jamestown Station and Yosemite National Park to our south. A significant number of

GCSD responses are to medical, vehicle and assistance calls outside of our district boundaries and to areas that are becoming more and more popular and populated with resort venues and tourists. This continued growth in response calls outside our boundaries are resulting in added expense, while there is no reciprocal financial arrangement. We strongly encourage this report to evaluate more carefully the trends in the need for fire department response, their location relative to existing departments and the relationship of land use decisions to the pressure on automatic aid arrangements.

Specifically, we believe the report should be recommending some form of funding agreement with the GCSD to assist in funding the cost of the Calfire agreements to allow for continued delivery of services outside of GCSD boundaries; similar to the rationale used in Twain Harte.

To support our financial information, the following language should be added to the GCSD Financial Resources Section on Page 18:

The District entered into contract with Calfire on April 1, 2013 with the intent of reducing expenses while maintaining a staffed department after the sunset of a special fire assessment in June 2012. The loss of this special assessment reduced the fire department revenue by approximately \$335,000, and the initial agreement with Calfire reduced department expenses by approximately \$353,000 in the 2012/13 fiscal year. The District historically allocates 92% of the ad valorem property taxes received to fund the fire department. Although this funding has not increased at the same rate as department expenses, historically the allocated revenue has exceeded actual expenses in most years; and the District had accrued an unrestricted fund balance of \$1,179,348 at June 30, 2017. In 2014, the District entered into an Amador Contract with Calfire, which has further increased the operating expenses. The District budgets the full maximum Calfire Schedule A and Amador expenses, even though these expenses have not fully materialized in 2015/16, 2016/17 or 2017/18.

ATTACHMENTS

Draft EMS report

FINANCIAL IMPACTS

None

RECOMMENDED ACTION

Provide direction to staff on the content of the report.

AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Peter J. Kampa

DATE: July 9, 2018

SUBJECT: **Item 5C. Review of the District's Organizational Chart, Major Responsibilities and State Certification Requirements for Critical Operations Positions**

SUMMARY

The Board has requested that management determine if the District is adequately staffed to comply with state permits, provide reliable, high quality services, provide a safe work environment and maintain the system in accordance with industry standards. In addition, the approved management Objectives state the following:

Board Member Objectives -Personnel

1. **Review District staffing and compensation policies** and propose changes to improve employee recruitment, development, retention and cross-training
2. **Evaluate the organizational structure** to ensure that we are adequately staffed for our size and services; and responsibilities are appropriately assigned to accomplish the priorities of the District

We have determined that the position of O&M Manager has too many varied responsibilities, tasks and outstanding needs to perform adequately. The O&M Manager currently has 12 direct reports, which is nearly double the normal span of control in a well-functioning organization.

Attached is a proposed revised organizational chart which adds an Operations Superintendent, reducing the O&M Manager direct reports to two and assigning 7 operations staff to the superintendent. This structure also serves to increase levels of employee advancement opportunities and serves for succession planning.

The purpose of this discussion is to seek Board input prior to finalization of the position description and revised salary schedule. A presentation will be given to outline position responsibilities and certification requirements.

ATTACHMENTS

Draft revised Organization chart

FINANCIAL IMPACTS

The financial impact of addition of this mid management position is \$150,000 per year.

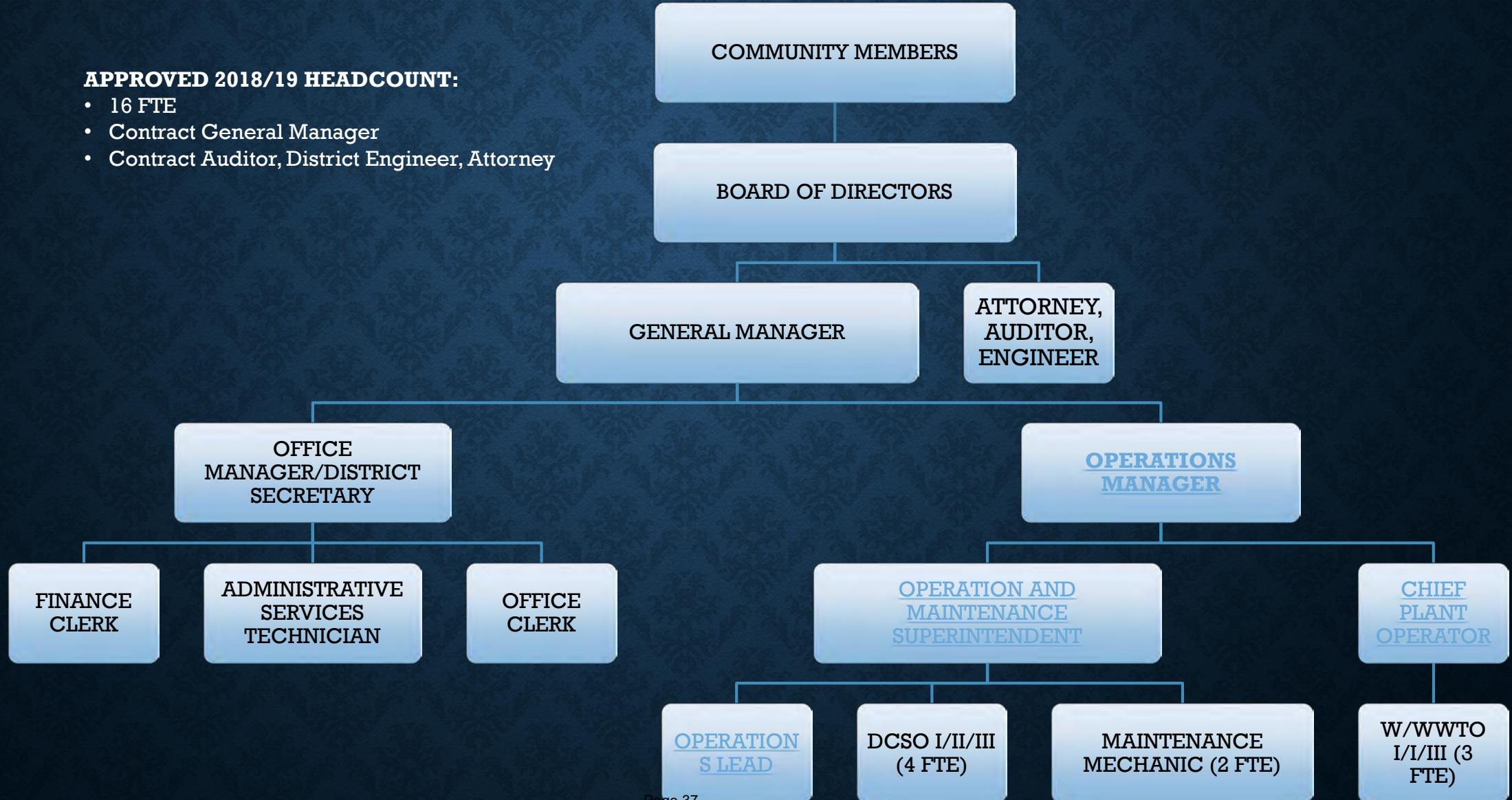
RECOMMENDED ACTION

Motion to direct staff to proceed with a plan to fund the position and develop associated revised job descriptions

GCSD ORGANIZATIONAL CHART – CURRENT

APPROVED 2018/19 HEADCOUNT:

- 16 FTE
- Contract General Manager
- Contract Auditor, District Engineer, Attorney



AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter J. Kampa

DATE: July 9, 2018

SUBJECT: Item 5 E, Adoption of a Resolution Establishing a Standard Form of Construction Contract for use in Maintenance and Construction Projects Meeting the Requirements for Informal Bidding in Accordance with the District's Informal Bidding Ordinance

SUMMARY

The District regularly enters into contract with contractors for construction and maintenance work. The District has adopted the California Uniform Construction cost Accounting Act procedures which allows us to use informal bidding for projects costing less than \$175,000. Projects costing over \$175,000 require Board adoption of construction plans and competitive bidding; as well as a contract awarded by the Board.

For efficiency in management effort and legal costs, it is recommended that the District adopt a standard form of construction contract for projects of less than the competitive bid limit. Attached is a draft form of contract that has been reviewed by our legal counsel. The General manager or Board President would be authorized to sign the agreement, within approved annual or project budgets.

Legal counsel has recommended small changes in the agreement, which will be highlighted at the Board meeting, and an approving resolution will also be presented at that time.

ATTACHMENTS

Draft construction contract

FINANCIAL IMPACTS

Approval of the standard agreement will save staff and legal time for each contract.

RECOMMENDED ACTION

Motion to approve the resolution establishing a Standard Form of Construction Contract for use in Maintenance and Construction Projects Meeting the Requirements for Informal Bidding in Accordance with the District's Informal Bidding Ordinance

GROVELAND COMMUNITY SERVICES DISTRICT PUBLIC WORKS CONTRACT

This contract ("Contract") is effective as of _____, and is between the GROVELAND COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and _____, a corporation partnership/limited liability company ("Contractor"), collectively referred to as the Parties.

Section 1. Recitals. This Contract is entered into with respect to the following facts:

District noticed and received sealed bids for the work involved in _____ (project Name) ("Project"), which is more fully described in the Contract Documents.

The Board of Directors of District determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.

Contractor has represented it is qualified to perform all of the work required to complete the Project.

Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.

The Board of Directors of District has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

CONTRACT

_____ Project

- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Prevailing Wage Scales
- 2.16 Caltrans Standard Specifications
- 2.17 Addenda Nos. _____
- 2.18 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Section 3. The Work.

- 3.1 The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor’s performance of critical path operations.

CONTRACT

- 4.3 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later. Federally funded projects will not have a five-percent retention.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain an amount not to exceed the amount of the excluded claim.

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or

CONTRACT

type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.

- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

- 6.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a “public work” only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”

Section 7. Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.
- 8.2 Contractor must, at Contractor’s sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.
- 8.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.

Section 9. Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Independent Contractor. Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor’s officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

Section 11. Indemnification.

CONTRACT

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified party.
- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's

indemnification obligation will be reduced in proportion to the established comparative liability.

- 11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

Section 13. Notice.

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District: Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321
Attention: General Manager

(Tel.) 209-962-7161

To Contractor: _____

Attention: _____
(Tel.) _____
(Fax) _____

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. District Rights of Termination and to Complete the Work.

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
 - 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
 - 14.1.2 Contractor fails to complete the Work on time.
 - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 In event of any such termination, District will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give District written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, District may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to District for any and all excess costs or other damages incurred by District in completing the Work.
- 14.4 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such

CONTRACT

materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

- 14.5 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

Section 15. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the _____.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

GROVELAND COMMUNITY SERVICES DISTRICT

Mr. Peter Kampa, General Manager

ATTEST:

Jennifer Flores, Board Secretary

APPROVED AS TO FORM: LEGAL COUNSEL

CONTRACTOR
(If not an individual, two signatures are required)

Name and Title

Name and Title

Groveland Community Services District

18966 FERRETTI ROAD GROVELAND, CA 95321

PHONE (209)-962-7161 Ext. 18

FAX (209)-962-4943

Mary Laveroni Park Flood Restoration

Project Scope of Work:

1. Contractor hereby agrees to furnish all labor, materials, services, transportation, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, permits, sales taxes, shop drawings and samples, to complete in a workman-like manner, the following work:
 - a. Remove all displaced soil and rock deposits as shown on the attached schematic, leveling the areas and placing/compacting the excess materials into eroded locations in the lower park site. Approximately 580 tons of displaced soil is to be redistributed on site.
 - b. Supply, install and compact 390 tons of road base or gravel in eroded areas shown on the attached schematic.
 - c. Regrade roadways, walkways for proper drainage and compact with 4" of gravel or road base
 - d. Install 160 feet of 1-inch PVC sch 40 water line from valve box to snack shack building
 - e. Install 140 feet of 2-inch PVC electrical conduit
 - f. Remove and replace existing damaged drinking fountain, installed with 3-foot by 3-foot reinforced concrete base (4-inch thickness) and 3 cubic foot gravel drain area below fountain
 - g. Remove old and pour new 1-cubic yard footings with 2-foot by 2-foot reinforced concrete base at grade for (3) canopy support poles on North Side of Amphitheater
 - h. Re-establish creek berm/bank by adding acceptable compacted fill material to an average height of 2-feet and a four foot base width
 - i. Fill and compact washed out drainage ditch and bank below upper park with material from the project site
 - j. Backfill 30" CMP behind Skate Park (next to Cal-Trans yard) with _____ cubic yards of 3-inch + riprap
 - k. Install, grade and compact 6-inches of sub base rock and 3-inches of hot mix asphalt surfacing per attached plans and specifications
 - l. Flush/clean 120-feet of 36" CMP.

- m. Remove and re-install 75-feet of 4-inch PVC French drain with 1.5" drain rock
 - n. Properly dispose of all discarded asphalt, trash and rubbish and provide disposal receipts
- 2. Bid additive: Extend 12-inch culvert 130-feet from the upper park to the drainage ditch adjacent to the upper park fence
- 3. The District will provide the following:
 - a. Water for gravel compaction and dust control
 - b. Equipment staging area
 - c. Removal of the glass and small debris from the lawn area is hereby removed from the work scope

BIDDING REQUIREMENTS

- 1. Contractor shall provide a Payment Bond in the amount of 100% of the contract.
- 2. Contractor shall be required to enter into agreement with the District; see Attachment #1 to these specifications
- 3. Contractor shall complete work by August 30, 2018

BID SCHEDULE

UNIT PRICE LIST—FIGURES

WORK IDENTIFICATION _____

NAME OF BIDDER _____

BASE BID-SCHEDULE A					
Item No.	Item Description	Quantity	Unit	Unit Price in Figures	*Item Total Price in Figures
1	Equipment Mobilization	1	LS		
2	Clean up Displaced Spoils (rocks, sand, silt, asphalt) If material isn't used as fill it needs to be hauled to an approved landfill	App. 581	TN		
3	Remove and re-install French drain with 1.5" drain rock	App. 70	LF		
4	Backfill/grade/compact eroded areas of lower park	App. 392	TN		
5	Remove old and pour new footings for canopy support poles (3) on North side of Amphitheater				
6	Re-grade roadway's, walkway's, for proper drainage and compact with 4" of road base	App. 55,000	SF		
7	Fill and compact washed out drainage ditch & bank below upper Park	App. 70	LF		
8	Backfill 30" CMP with 4" Rip Rap behind Skate Park next to Cal-Trans yard	App. 140	TN		

SCHEDULE OF BID ITEMS - CONT.

9	Replace 1" Water line from valve box to Snack Shack	160	LF		
10	Remove and replace Drinking Fountain with concrete pedestal	1	LS		
11	Flush 36" CMP	800	LF		
12	Install 2-inch electrical conduit	140	LF		
13	Reestablish Creek berm	—	LF		
14	Provide 6" rock sub base and hot mix asphalt surfacing, and parking lot striping as shown on the attached plans; attachment #2	—	SF		
TOTAL BID – SCHEDULE A \$					

BASE BID TOTAL (Schedule A) (in writing) _____

ADDITIVE ALTERNATIVE – SCHEDULE B					
1B	Extend 12" Culvert from upper Park to lower to drainage ditch	130	LF		
TOTAL BID – SCHEDULE B \$					

BASE BID TOTAL (Schedule B) (in writing) _____

NOTE: Pursuant to Public Contract Code section 20103.8, the District will determine the lowest bid based on the total of the Base Bid (Schedule A)

The District has the option to reject all bids with or without cause. The District also has the option to remove bid items at its discretion. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

ATTACHMENT # 3

Equipment staging area



Mary Laveroni Park Restoration

- Legend**
- B Eroded Areas
 - 2 Extend Culvert
 - J Fill at Culvert
 - I Fill Erosion
 - L Flush Culvert
 - C Grade Roads
 - K Parking Lot
 - H Reestablish
 - M Reinstall French Drain
 - A Remove Displaced Soils
 - G Replace Concrete Footings (3)
 - F Replace Drinking Fountain
 - E Replace Electrical Conduit
 - D Replace Water Service

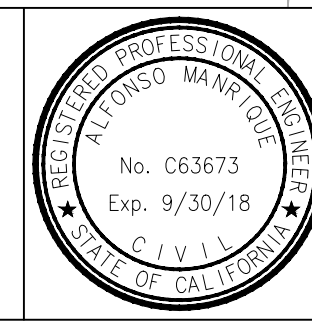




REV	DATE	DESCRIPTION	APPR

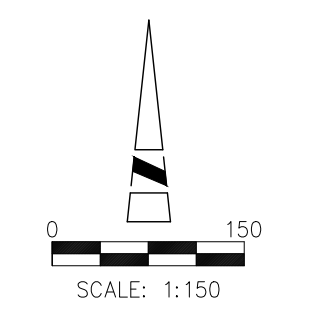
VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY RTJ	PROJECT ENGINEER ALFONSO MANRIQUE
DRAWN BY BL/AM	REG NUMBER C63673
CHECKED BY AM	EXP DATE 09/30/18
DATE 3/27/2018	PROJECT NUMBER CADD STANDARDS



GROVELAND CSD WATER PIPE LINE CONSTRUCTION
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

BIG OAK FLATS INDEX



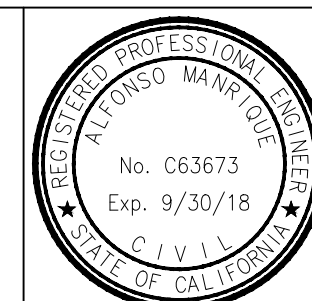
DRAWING IN-01
SHEET 05
OF 101 SHEETS



REV	DATE	DESCRIPTION	APPR
1			

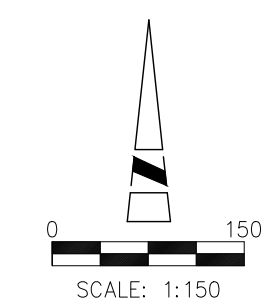
VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	RTJ	PROJECT ENGINEER	ALFONSO MANRIQUE
DRAWN BY	BL/AM	REG NUMBER	C63673
CHECKED BY	AM	EXP DATE	09/30/18
DATE	3/27/2018	PROJECT NUMBER	
		CADD STANDARDS	



GROVELAND CSD WATER PIPE LINE CONSTRUCTION
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS
BIG OAK FLATS CONNECTION TO GROVELAND INDEX

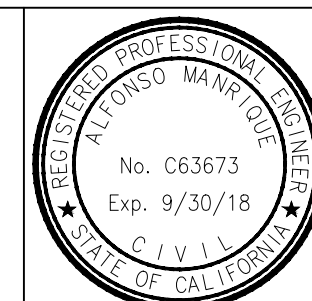
DRAWING
IN-02
 SHEET
06
 OF 101 SHEETS



REV	DATE	DESCRIPTION	APPR
1			

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

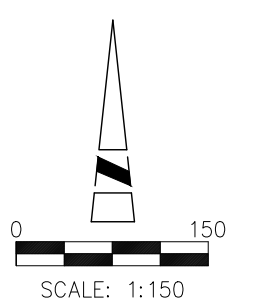
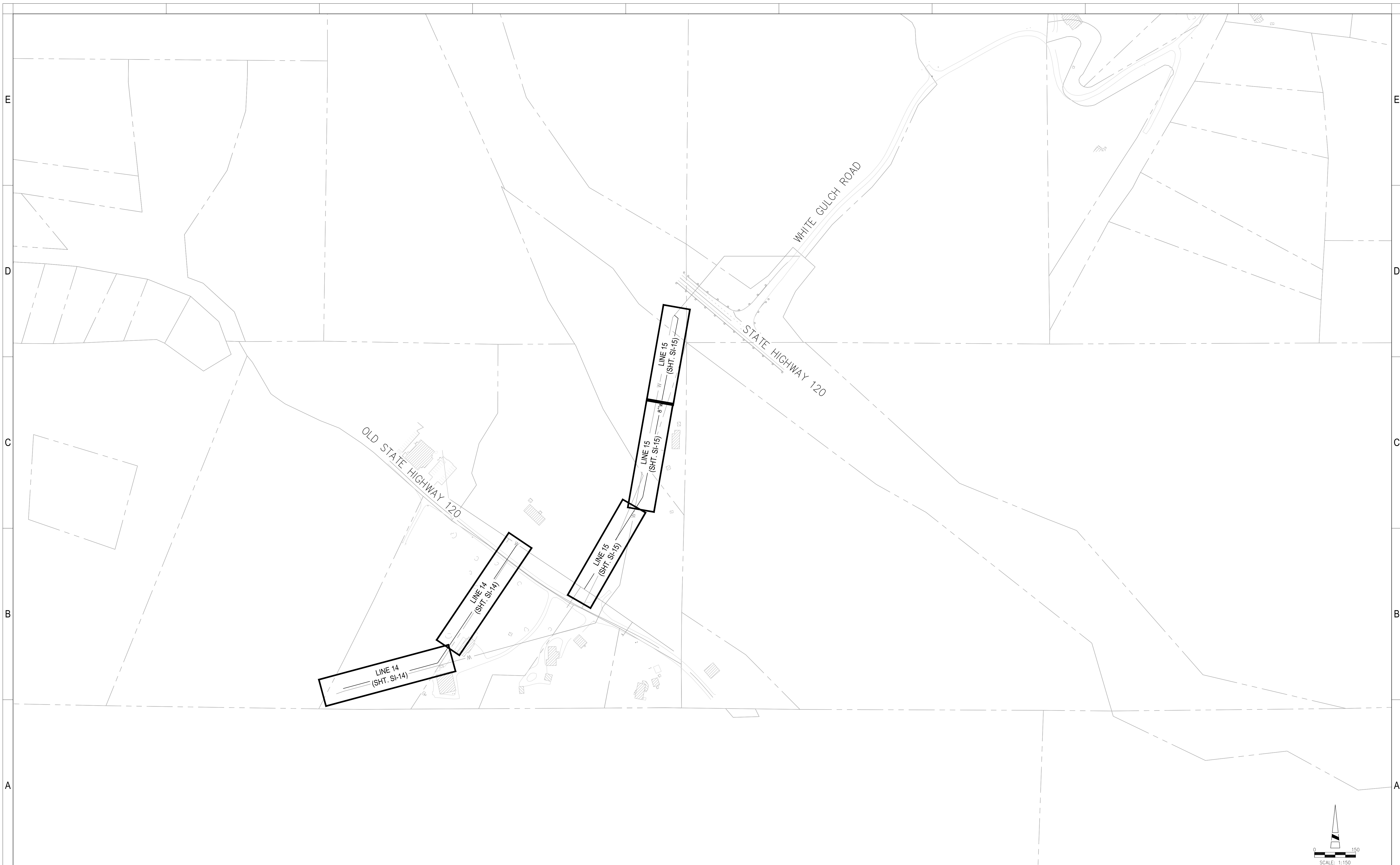
DESIGNED BY RTJ	PROJECT ENGINEER ALFONSO MANRIQUE
DRAWN BY BL/AM	REG NUMBER C63673
CHECKED BY AM	EXP DATE 09/30/18
DATE 3/27/2018	PROJECT NUMBER
	CADD STANDARDS



GROVELAND CSD WATER PIPE LINE CONSTRUCTION
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

GROVELAND INDEX

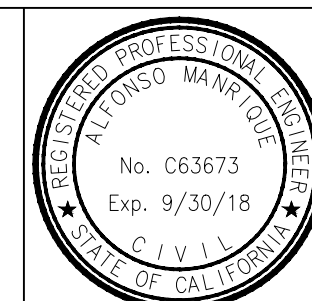
DRAWING
IN-03
 SHEET
07
 OF 101 SHEETS



REV	DATE	DESCRIPTION	APPR
1			

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	RTJ	PROJECT ENGINEER	ALFONSO MANRIQUE
DRAWN BY	BL/AM	REG NUMBER	C63673
CHECKED BY	AM	EXP DATE	09/30/18
DATE	3/27/2018	PROJECT NUMBER	
		CADD STANDARDS	



GROVELAND CSD WATER PIPE LINE CONSTRUCTION
 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

WHITE GULCH INDEX

DRAWING
IN-04
 SHEET
08
 OF 101 SHEETS



California Special Districts Association
Districts Stronger Together

CONTACT US



Local Taxes and Fees Initiative Withdrawn

By CSDA ADMIN posted 2 days ago

0 RECOMMEND



The proposed initiative to put major restrictions on local agency revenue increases was withdrawn by the proponents on June 28, the final day to withdraw initiatives from the November ballot.

The “Tax Fairness, Transparency and Accountability Act of 2018” was a broadly written measure that

would have affected all local agencies and their communities. It was largely funded by beverage companies, while CSDA joined a coalition of local government and labor advocates in opposition.

The Legislature held a joint hearing on June 13 to discuss the initiative and CSDA provided remarks at the public comment portion of the hearing to oppose the initiative. On June 25, AB 1838 was amended as a vehicle for a compromise to the pending ballot initiative. In a deal to get the initiative's proponent, the California Business Roundtable, to withdraw their initiative, the Legislature passed and Governor Jerry Brown signed AB 1838 on June 28. The compromise measure prohibits the imposition of taxes or fees on non-alcoholic carbonated beverages through the year 2030.

Governor Brown expressed in a signing statement that the initiative would have been "far reaching" and parts of it would have been an "abomination."

While CSDA took no formal position on AB 1838, the Association stood strongly in opposition to the "Tax Fairness, Transparency, and Accountability Act of 2018" and supported the withdrawal of the devastating initiative from the ballot. Had the initiative been placed on the November ballot and approved by voters, it would have severely restricted the ability to raise local and state taxes and fees. Specifically, the initiative would have:

- Increased the vote threshold for a local board to place a tax proposal on the ballot for voter consideration
- Prohibited any tax to be placed on the ballot unless it either specifically identified by binding and enforceable limitation how it could be spent, with any change requiring re-approval by the electorate, among other requirements.
- Amended Proposition 218 to require the impossible standard of predicting actual costs years into the future. Additionally, it created a new, additional requirement that all fees must be "reasonable", but provided no definition as to what reasonable means.
- Changed the agency's burden of proof from "preponderance of evidence" to "clear and convincing evidence" to prove compliance with the new fee requirements
- Precluded the annexation of new territory or consolidation of local agencies, unless the newly annexed or consolidated territory approved all existing taxes and fees of the annexing or consolidating agency by a two-thirds vote.
- Amended the State Constitution in a manner that conflicted with itself. At question was whether the severe new restrictions on local fees apply to property related fees and assessments within Article XIID of the State Constitution, as established by Proposition 218. Due to poor drafting, one part of the initiative included Article XIID charges as what the initiative calls "exempt charges". The initiative subjected all exempt charges to the severe new restrictions outlined above.

In the context of the rest of the initiative, it appeared that the inclusion of Article XIID charges within the definition of exempt charges was a drafting error at best. However, only years of litigation at taxpayer expense would have ultimately resolved this conflicting language had the measure remained

on the November ballot and received approval by a majority of voters.

0 comments

33 views

Permalink

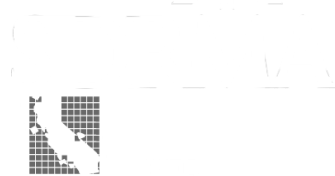
<https://www.csda.net/blogs/csda-admin/2018/07/02/local-taxes-and-fees-initiative-withdrawn>



FIND IT FAST

- SDLF
- Scholarships
- Register for an Event
- Career Center
- Membership Information
- Take Action
- Bill Tracking
- Knowledge Base

CALIFORNIA SPECIAL DISTRICTS ALLIANCE



1112 "I"
Street,
Suite 200
Sacramento
CA, 95814
877.924.2732
|
916.442.7887

SPECIAL DISTRICT LEADERSHIP FOUNDATION



DISTRICTS MAKE THE DIFFERENCE



Groveland Community Services District Fire Department / CAL FIRE

18966 Ferretti Road Groveland, CA 95321

Staff Report

July 9, 2018

To: Groveland Community Services District Board of Directors

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

Subject: Monthly Activity Report – June 4, 2018 to July 1, 2018

Operations:

On June 8, 2018, CAL FIRE and Groveland Fire responded to a vegetation fire at the intersection of Clements and Hemlock. Upon arrival, there was a 1/8 of an acre of mowed grass burning at a slow rate of spread. Fire crews immediately contained the fire preventing any further spread. The cause of the fire is determined to be mechanical.

On June 19, 2018, CAL FIRE and Groveland Fire responded to a vegetation fire on Ferretti Road cross of Peters Ranch Road. Upon arrival, there was one acre of grass burning at a slow rate of spread. Fire crews aggressively attacked the fire and kept it from spreading any further. The cause of the fire is determined to be electrical.

On June 24, 2018, CAL FIRE responded to a vegetation fire on Highway 49 in the community of Moccasin. Upon arrival, there was 3 acres of grass burning at a moderate rate of spread uphill. Once established in the brush the fire continued to the ridgetop. Fire crews were able to keep the fire west of Priest Coulterville road due to an aggressive initial attack, air support, and help from local cooperators protecting the communities of Groveland and Big Oak Flat. Total acreage of the Flat Fire was 163 acres. Crews continue to mop up in steep, rocky terrain reinforcing the containment lines and extinguishing hot spots. The cause of the fire is under investigation.



Vegetation Management Prescribed Burn:

On June 13, 2018 CAL FIRE conducted a prescribed burn on the Gookin Vegetation Management Program (VMP). The 86-acre prescribed burn will benefit the watershed, improve rangeland, as well as provide protection from wildland fire in the communities of Groveland, Big Oak Flat, and Greely Hill. CAL FIRE is emphasizing fire prevention and fuels treatment to reach the goal to reduce the chance of large damaging wildfires like the 2013 Rim Fire. Additional VMP programs are scheduled in the fall for the Anker VMP and the remainder of the Gookin VMP.



Apparatus and Equipment:

All equipment is in service and available.

Training:

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

- Area Orientation
- Water Rescue with PML Security Staff
- Engineer Clayton Schemper attended the FI-210 Wildand Fire Investigation in Merced
- Hosted the Hetch Hetchy Confined Space Rescue Team for annual rope rescue training.



RESPONSE ACTIVITY TALLY REPORT

55045

GROVELAND CSD

Alarm Date From: 6/4/2018 To: 7/1/2018

Report Date 7/3/2018

INCIDENT TYPE	INCIDENT TYPE DESCRIPTION	INCIDENT COUNT
GCS		
321	EMS call, excluding vehicle accident with injury	22
324	Motor vehicle accident with no injuries	1
400	Hazardous condition, other	1
550	Public service assistance, other	3
551	Assist police or other governmental agency	4
611	Dispatched & canceled en route	1
700	False alarm or false call, other	5
	Subtotal	37
GRV		
321	EMS call, excluding vehicle accident with injury	3
550	Public service assistance, other	1
700	False alarm or false call, other	1
	Subtotal	5
FDID 55045	GROVELAND CSD	Grand Total 42



June 29th, 2018
Jude Acosta
Groveland Fire Department
18966 Ferretti Rd
Groveland, CA 95321

Dear Jude:

It is a pleasure to inform you that the California Fire Foundation, a non-profit 501(c)(3) organization, has approved a grant in the amount of \$4,100.00 to the Groveland Fire Department. This grant is to support wildland fire defense and triage preparation as described in your application, and project budget received June 4th, 2018.

Attached please find the Grant Agreement, Fund Disbursement, and W-9 forms. The Grant Agreement contains the terms and conditions governing your use of our grant funds. The Grant Agreement must be signed and dated by an officer or director. Please email the signed Grant Agreement and subsequent forms to showard@cpf.org.

The Foundation will not disburse payment on this grant until we receive the signed Grant Agreement, W-9 and complete Fund Disbursement forms.

If you have any questions about this grant, or your circumstances have changed since applying for funding, please contact our office as soon as possible. In all correspondence with us, please include your department or association name and contact information.

When making any public announcement about this grant, we would appreciate it if you would recognize the support from the California Fire Foundation and PG&E.

Thank you for the care you took in filling out the grant proposal, the California Fire Foundation is honored to support your project and we wish you much success!

Sincerely,

A handwritten signature in black ink that reads "Brian K. Rice". The signature is written in a cursive style.

Brian K. Rice,
Chair, California Fire Foundation; President California Professional Firefighters

Grant Agreement for Groveland Fire Department

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions for your grant in the amount of \$4100 from the California Fire Foundation (the "Foundation") to Groveland Fire Department (the "Grantee"), dated July 5, 2018. By signing this Grant Agreement and accepting grant funds, an officer or director of the Grantee makes the representations and agrees to the obligations and conditions set forth.

Our offer of this grant is subject to your agreement to:

Conditions:

1. Grant funds must be used in accordance with the budget included with your proposal.
2. Grantee shall not engage in any activity that is inconsistent with the terms of this Agreement, including using these funds in a fashion inconsistent with the Foundation's status as an organization exempt from taxation under Internal Revenue Code section 501(c)(3), related IRS regulations and rulings. In particular, no funds will be used for lobbying purposes or to aid in the election of a public official.
3. Grantee will furnish to the Foundation any information concerning a major change in the proposal.
4. If funds are not used for the purposes described in your proposal the Foundation reserves the right to have all remaining grant funds immediately returned.
5. Until the Grantee receives approval from the Foundation, use of the name, logo or any of its licensed marks is prohibited.
6. The Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
7. Grantee must provide a written Final Report within 45 days of the project completion date describing conclusions, progress, and/or status of objectives including how funds were expended to attain objectives
8. If you are not able to utilize all or part of the grant funds for the proposed project, please contact Hedi Jalon at the California Fire Foundation at 916-641-1707 or hjalon@cpf.org.

Please acknowledge your agreement with the terms of this contract by signing and returning a copy of this letter by email to showard@cpf.org on or before July 18, 2018.

Sincerely,



Brian K. Rice,
Chair, California Fire Foundation; President California Professional Firefighters

ACCEPTED BY: _____
Name/Title Date