

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
June 29, 2017
6:30 p.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Robert Swan, President, Maureen Grier, Vice President, Scott Wemmer, John Armstrong, and Nicholas Stauffacher being present.

Director Swan called the meeting to order at 6:30 p.m.

Agenda Approval

Motion

Director Swan moved, seconded by Director Armstrong, and the motion passed unanimously to approve the agenda as written.

The Board convened into closed session at 6:31 p.m.

Closed Session

- A. Public Employee Appointment (Pursuant to Govt. Code Sec. 54957)
Title: General Manager

The Board reconvened into open session at 7:56 p.m.

Report out of closed session

None.

Directors Comments

None.

Adjournment

Director Swan adjourned the meeting at 7:58 p.m.

APPROVED:

Robert Swan, President

ATTEST:

Jennifer Flores, Board Secretary

**BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
June 30, 2017
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Robert Swan, President, Maureen Griefer, Vice President, John Armstrong, and Nicholas Stauffacher being present.

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

Director Wemmer arrived at 10:03 a.m.

Agenda Approval

Director Swan moved, seconded by Director Griefer, and the motion passed unanimously to approve the agenda as written.

The Board convened into closed session at 10:03 a.m.

Closed Session

- A. Public Employee Appointment (Pursuant to Govt. Code Sec. 54957)
Title: General Manager

The Board reconvened into open session at 5:32 p.m.

Report out of closed session

None.

Adjournment

Director Swan adjourned the meeting at 5:50 p.m.

APPROVED

ATTEST:

Robert Swan, President

Jennifer L. Flores, Board Secretary

**REGULAR MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
July 10, 2017
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors Maureen Grierfer, Vice President, Nick Stauffacher, and John Armstrong being present. Also present was General Manager Jon Sterling and Office Manager/ Board Secretary Jennifer Flores.

Absent: Directors Swan and Wemmer

Call to Order

Director Grierfer called the meeting to order at 10:02 a.m.

Public Comment

None.

Agenda Approval

Ms. Flores stated that Items C and D needed to be removed from the agenda due to their incompleteness. She further stated that she needed the motion details to be provided by the Board in order to complete the minutes for the two meetings.

Motion

Director Armstrong moved, seconded by Director Stauffacher, and motion passed to approve the agenda as amended.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Action Items to be Considered by the Board of Directors

Consent Calendar

- A. Approve Minutes from the June 12, 2017 Regular Meeting
- B. Approve Minutes from the June 22, 2017 Special Meeting
- E. Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to approve the Consent Calendar.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Consider for Approval Land Lease Agreement between the Groveland Community Services District and the Southern Tuolumne County Historical Society

Director Grierfer stated she needed more time to read the agreement. The item was tabled.

Consider for Approval the Purchase of Two New District Vehicle

The item was tabled.

Consider for Approval Authorizing the General Manager to Execute Installment Payment Agreement

Ms. Flores presented the item to the Board. She stated it is District Policy to lock off a customer's meter when they have not paid their past due balance by the 15th of the following month in which payment was due. She further stated that the agreement in front of the Board for approval suspends this policy and allows customers who experience very high utility bills due to water loss to enter into an extended payment agreement and avoid being locked off. A discussion ensued between the Board and staff.

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to approve Authorizing the General Manager to Execute Installment Payment Agreement.

Ayes: Directors Armstrong, Stauffacher, and Griefer

Absent: Directors Swan and Wemmer

Consider for Approval Issuing Payment to CalPERS for the District's Unfunded Accrued Liability

Mr. Sterling presented the item to the Board. He stated that in fiscal year 2015/2016, Cal PERS developed a smoothing policy which addresses the unfunded liability portion of all PERS members. Mr. Sterling stated that paying the annual invoices in a lump sum would save the District \$4,988.76 for the year. A discussion ensued between the Board, staff, and public.

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to approve Issuing Payment to CalPERS for the District's Unfunded Accrued Liability.

Ayes: Directors Armstrong, Stauffacher, and Griefer

Absent: Directors Swan and Wemmer

Consider for Approval Resolution 10-17, A Resolution of the Governing Body of the Groveland Community Services District for the Election of Directors to the Special District Risk Management Authority Board of Directors

Director Griefer presented the item to the Board. A discussion ensued between the Board, staff, and public. The Board agreed on casting a vote for Jean Bracy.

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to approve voting for Jean Bracy to the Special District Risk Management Authority Board of Directors.

Ayes: Directors Armstrong, Stauffacher, and Griefer

Absent: Directors Swan and Wemmer

Consider for Approval Voting for One (1) Candidate to be Elected to the California Special Districts Association

Ms. Flores presented the item to the Board and stated that the District is a CSDA member and therefore is eligible to vote in the CSDA Board election. A discussion ensued between the Board, staff, and public.

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to not vote for a candidate.

Ayes: Directors Armstrong, Stauffacher, and Griefer

Absent: Directors Swan and Wemmer

Consider for Approval Hold Harmless Agreement Between Groveland Community Services District and David Smith Construction for Skate Park Repair

Mr. Sterling presented the item to the Board. He stated that the Friends of the Groveland Skate Park have found a contractor who is willing to do the repair. He further stated that the contractor is requiring the District to sign a Hold Harmless agreement before they will perform the work. A discussion ensued between the Board, staff, and public.

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to not approve the Hold Harmless Agreement Between Groveland Community and David Smith Construction.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Consider for Approval Sending Letter Opposing the Sale of Transmission Assets

Mr. Sterling presented the item to the Board. He stated the request came from the Tuolumne Public Power Association (TPPA) and that the District is one of 40 customers that is able to purchase power at a discounted rate through the TPPA. He further stated that the 2018 Federal budget is proposing to sell off these transmission assets and if that were to happen, we could become a regular customer of PG&E. A discussion ensued between the Board, staff, and public.

Motion

Director Armstrong moved, seconded by Director Stauffacher, and the motion passed to approve sending a letter Opposing the Sale of Transmission Assets.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Consider for Approval Sending Letter in Opposition of AB 1479

Director Grierfer stated that she wanted to read the Assembly Bill in its entirety before voting. The item was tabled.

Consider for Approval Sending Letter to Alcoholic Beverage Control (ABC) in Support of the Chamber of Commerce Selling Beer and Wine at 49er Festival

Mr. Sterling presented the item to the Board and stated that the District receives this request from the chamber every year to provide a letter to the ABC in support of their selling of alcohol at the 49er Festival. A discussion then ensued between the Board, staff, and public.

Motion

Director Stauffacher moved, seconded by Director Armstrong and the motion passed to approve Sending Letter to Alcoholic Beverage Control (ABC) in Support of the Chamber of Commerce Selling Beer and Wine at 49er Festival.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Consider for Approval Addendum to General Manager Employment Agreement

Mr. Sterling presented the item to the Board and stated that his present contract expires September 30, 2017. He further stated that the District's operational circumstances have changed since this date was set and that a later departure date would allow him to see several

of the large grant projects move forward while also satisfying staffing issues the Operations Department is experiencing. A discussion then ensued between the Board, staff, and public.

Motion

Director Armstrong moved, seconded by Director Stauffacher, and the motion passed to approve the Addendum to General Manager Employment Agreement.

Ayes: Directors Armstrong, Stauffacher, and Grierfer

Absent: Directors Swan and Wemmer

Information Items

Update on District Grants

Mr. Sterling updated the Board on the current status of District grants.

Update on Sewer Rate Study

Mr. Sterling presented the item to the Board. He stated that the Maintenance Department completed the inspection of the force main for Lift Station 16. He further stated that the force main inspections for Pine Mountain Lake will now be covered under the planning grant money received for the downtown Groveland Big Oak Flat project. He stated he would be providing updated information to Bartle Wells. A discussion ensued between the Board, staff, and public.

Staff Anniversary Updates

Mr. Sterling presented the item to the Board. He stated that Anthony Trujillo passed his Water Treatment I test. Ms. Flores stated that on May 14, 2017 Jimmy Koster celebrated 14 years with the District and on July 21, 2017 Gene Pike will be celebrating his 3 year anniversary. Mr. Sterling stated that there is a new employee in Administration, Rachel Pearlman, who is the District's new Office Clerk.

Discuss AB 1234 and AB 1825 Training Requirements

Ms. Flores presented the item to the Board and stated that Directors who were not current needed to take the required training for both AB 1234 and AB 1825.

Ad Hoc Committees Reports

- A. **Board of Director's Policy Manual (Director Swan)**
No report.
- B. **Equipment Review Committee (Directors Wemmer & Armstrong)**
No report.
- C. **Survey Committee (Directors Grierfer & Armstrong)**
Director Grierfer presented the item to the Board. She stated that she had 8 surveys submitted and she still needs to review them.
- D. **Budget Committee (Directors Swan & Grierfer)**
No report.
- E. **Fire Department (Directors Armstrong & Wemmer)**
No report.
- F. **Drought Ordinance Revision Committee (Directors Swan & Wemmer)**
No report.
- G. **General Manager Recruitment Committee (Directors Swan & Grierfer)**
No report.

Standing Committee Reports

- A. **Park Committee (Directors Wemmer & Grierfer)**

Director Grier presented the report to the Board. She stated that there is an upcoming playground fundraiser on July 15, 2017, and they are working on getting a plan in place for the trails.

B. Water Conservation (Director Swan & Stauffacher)

No report.

C. Finance Committee (Director Swan & Director Grier)

Mr. Sterling stated that there will be a meeting in August to review the quarterly and end of year reports.

Staff Reports

A. General Manager's Comments

Mr. Sterling stated that the District is making progress in reducing the level in Reservoir two, and by September, the levels should be down to an acceptable level for the winter. He also stated that over the July 4, 2017 weekend, there were two main line breaks around Butler Way. A discussion ensued between the Board, public, and, staff.

B. Operations and Maintenance

Discussed under General Manager Comments.

C. Admin/Finance

a. List of April Payables

Ms. Flores stated that the Administration is in the process of closing out the Fiscal Year and finalizing the Tax Roll list.

Director Comments

None.

Adjournment

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to adjourn the meeting at 11:45 a.m.

Ayes: Directors Armstrong, Stauffacher, and Grier

Absent: Directors Swan and Wemmer

APPROVED:

ATTEST:

Robert Swan, President

Jennifer Flores, Board Secretary

**BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
July 14, 2017
2:00 P.M.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Robert Swan, President, Maureen Grieger, Vice President, Scott Wemmer, John Armstrong, and Nicholas Stauffacher being present.

Director Swan called the meeting to order at 2:00 p.m.

Agenda Approval

Director Swan moved, seconded by Director Wemmer, and the motion passed unanimously to approve the agenda as written.

The Board convened into closed session at 2:02 p.m.

Closed Session

- A. Public Employee Appointment (Pursuant to Govt. Code Sec. 54957)
Title: General Manager

The Board reconvened into open session at 2:52 pm.

Report out of closed session

Director Swan announced that the Board took action to appoint Adam Coyan as the District's next General Manager. Start date, salary, benefits and other terms and conditions of his employment will be discussed at the next Regular Board Meeting on August 14, 2017. The results of the roll call vote were as follows:

Ayes: Directors Swan, Grieger, Wemmer, and Stauffacher

Noes: Director Armstrong

Adjournment

Motion

Director Swan moved, seconded by Director Armstrong, and the motion passed unanimously to adjourn the meeting at 3:00 pm.

APPROVED

ATTEST:

Robert Swan, President

Jennifer L. Flores, Board Secretary

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
August 3, 2017
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in special session on the above mentioned date with Directors Maureen Griefer, Vice President, Scott Wemmer, John Armstrong, and Nicholas Stauffacher being present. Also present was General Manager Jon Sterling and Office Manager/Board Secretary Jennifer Flores.

Absent: Director Swan

Director Griefer called the meeting to order at 10:01 a.m.

Agenda Approval

Motion

Director Wemmer moved, seconded by Director Stauffacher, and the motion passed to approve the agenda as written.

Ayes: Directors Armstrong, Griefer, Wemmer, and Stauffacher

Absent: Director Swan

Action Items to be Considered by the Board of Directors

Delinquent Account Balances to be Placed on Tuolumne County Tax Roll

A. Public Hearing for the Placement of Delinquent Charges for FY 2016-17 on Property Tax Rolls

Ms. Flores presented the item to the Board. She stated that this is done on an annual basis and is the District's opportunity to collect debt from delinquent accounts by placing them on the County Tax Roll. No public was present.

B. Consider for Adoption Resolution 11-17 Regarding Collection of Delinquent Charges

Motion

Director Stauffacher moved, seconded by Director Armstrong, and the motion passed to approve Adopting Resolution 11-17 Regarding Collection of Delinquent Charges.

Ayes: Directors Armstrong, Griefer, Wemmer, and Stauffacher

Absent: Director Swan

Information Items

Report on the July 27, 2017 Sanitary Sewer Overflow

Mr. Sterling presented the item to the Board. He stated that on the morning of July 27, 2017 the District received a call just after 8:00 a.m. from a property owner who stated that there was a spill or overflow of sewage across from the Pine Mountain Lake Lodge. District staff responded immediately with the vac truck and began cleaning up the area. Based on volume estimates and the area of the spill, it was estimated that there was about 239 gallons that spilled. He further stated the spill was caused as a result of someone tampering with the District's flushing branch. Someone removed the rubber gasket and wrapped it in a plastic bag, which displaced the cap.

The cap entered the sewer main causing a backup of sewage. A discussion then ensued between the Board and staff.

Director's Comments

None.

Adjournment

Motion

Director Stauffacher moved, seconded by Director Wemmer, and the motion passed to adjourn the meeting at 10:29 a.m.

Ayes: Directors Armstrong, Grier, Wemmer, and Stauffacher

Absent: Director Swan

APPROVED:

ATTEST:

Robert Swan, President

Jennifer Flores, Board Secretary

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: GCSD Staff, Division Chief Paul Avila

DATE: August 14, 2017

SUBJECT: Consider for Approval Resolution 12-17, A Resolution Approving the Department of Forestry and Fire Services from July 1, 2017 to June 30, 2020

SUMMARY

The District has received the agreement for Fire Services through Tuolumne County and Cal-Fire for fiscal years 17/18, 18/19 and 19/20. The District originally entered into the agreement for Fire Services in December of 2012 with services provided by Cal-Fire beginning on April 1, 2013. The services provided these last four years have been a great asset to the Community and have represented an economic savings.

Attachments:

1. Three year Agreement for Emergency Fire Services

RECOMMENDED ACTION

Approve Resolution 12-17, A Resolution Approving the Department of Forestry and Fire Services from July 1, 2017 to June 30, 2020 and Authorize the General Manger to execute the Fire Services agreement for fiscal years 17/18, 18/19 and 19/20.

BEFORE THE BOARD OF DIRECTORS OF THE
GROVELAND COMMUNITY SERVICES DISTRICT
COUNTY OF TUOLUMNE, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION NO: 12-17
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
FOR SERVICES FROM July 1, 2017 TO June 30, 2020

BE IT RESOLVED by the Board of Directors of the Groveland Community Services District, that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2017. This agreement provides (**Amador Services**) during the State fiscal year 2017/2018, 2018/2019 & 2019/2020.

BE IT FURTHER RESOLVED that the General Manager of said District be and hereby is authorized to sign and execute said agreement on behalf of the Groveland Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Groveland Community Services District at a regular meeting thereof, held on the 14th day of August 2017 by the following vote:

AYES:

NOES:

ABSENT:

Signature, Board of Directors Member

Print Name and Title

~~~~~CERTIFICATION OF RESOLUTION~~~~~

ATTEST:

I \_\_\_\_\_, Clerk of the Groveland Community Services District Board of Directors, do hereby certify that this is a true and correct copy of the original Resolution No.12-17.

WITNESS MY HAND OR THE SEAL OF THE Groveland Community Services District, on this 14<sup>th</sup> day of August 2017.

\_\_\_\_\_  
Signature  
Board Secretary  
Groveland Community Services District

SEAL OR NOTARY CERTIFICATON

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 05/2017)

|                                     |                  |
|-------------------------------------|------------------|
| AGREEMENT NUMBER<br><b>4CA03570</b> | AMENDMENT NUMBER |
|-------------------------------------|------------------|

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

|                                                                  |                                                                     |                                    |
|------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------|
| 1. CONTRACTOR'S NAME<br>Tuolumne County                          |                                                                     | 2. FEDERAL I.D. NUMBER             |
| 3. AGENCY TRANSMITTING AGREEMENT<br>Forestry and Fire Protection | 4. DIVISION, BUREAU, OR OTHER UNIT<br>Tuolumne-Calaveras Unit (TCU) | 5. AGENCY BILLING CODE<br>013028   |
| 6a. CONTRACT ANALYST NAME<br>Lev Karshedt                        | 6b. EMAIL<br>lev.karshedt@fire.ca.gov                               | 6c. PHONE NUMBER<br>(916) 654-6833 |

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 No     Yes (If Yes, enter prior Contractor Name and Agreement Number)  
 PRIOR CONTRACTOR NAME: Tuolumne County      PRIOR AGREEMENT NUMBER: 4CA02456 A2

8. BRIEF DESCRIPTION OF SERVICES  
 Fire Protection Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 California Department of Forestry and Fire Protection (CAL FIRE) shall provide fire protection services to Public Resources Code Sections 1142 and/or 4144

The Local Government Wildland/Agreement falls under two exceptions listed in the DGS Administrative Order 06-06-1. The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the state's best interest to process the contract or amendment."

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

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate       Quarterly       One-Time Payment       Progress Payment  
 Itemized Invoice       Withhold \_\_\_\_\_ %       Advanced Payment Not To Exceed \_\_\_\_\_ or \_\_\_\_\_ %  
 Reimbursement / Revenue  
 Other (Explain)

11. PROJECTED EXPENDITURES

| FUND TITLE    | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |                        |
|---------------|------|-------------|---------|---------|------------------------|------------------------|
| Reimbursement |      | 17/18       |         |         | \$4,983,568.00         |                        |
| Reimbursement |      | 18/19       |         |         | \$5,227,363.00         |                        |
| Reimbursement |      | 19/20       |         |         | \$5,488,731.00         |                        |
|               |      |             |         |         |                        |                        |
|               |      |             |         |         |                        |                        |
| SUBJECT CODE  |      |             |         |         | <b>AGREEMENT TOTAL</b> | <b>\$15,699,662.00</b> |

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

**4CA03570**

AMENDMENT NUMBER

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

*I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.*

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

TOTAL AMOUNT ENCUMBERED TO DATE

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

**12. AGREEMENT**

| AGREEMENT    | TERM FROM | TERM THROUGH | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|--------------|-----------|--------------|--------------------------------|--------------------------|
| Original     | 07/01/17  | 06/30/20     | \$15,699,662.00                | EXEMPT                   |
| Amendment 1  |           |              |                                |                          |
| Amendment 2  |           |              |                                |                          |
| <b>TOTAL</b> |           |              | <b>\$15,699,662.00</b>         |                          |

**13. BIDDING METHOD USED**

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

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

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

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

**16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**

Not Applicable. This is a reimbursement agreement with a local agency.

**17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)**

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

**17b. EMPLOYEE BARGAINING UNIT NOTIFICATION**

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

**18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?**  No  Yes  N/A

**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**  No  Yes  N/A

**20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?**  None on file  No  Yes  N/A

**21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

- A. Contractor Certification Clauses  No  Yes  N/A  
 B. STD 204 Vendor Data Record  No  Yes  N/A

**22. REQUIRED RESOLUTIONS ARE ATTACHED**

No  Yes  N/A

**23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?**

No  Yes

SB/DVBE Certification Number:

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

No (Explain below)  Yes \_\_\_\_\_ % of Agreement

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

|                                                                           |                                     |                  |
|---------------------------------------------------------------------------|-------------------------------------|------------------|
| STATE OF CALIFORNIA<br><b>AGREEMENT SUMMARY</b><br>STD 215 (Rev. 05/2017) | AGREEMENT NUMBER<br><b>4CA03570</b> | AMENDMENT NUMBER |
|---------------------------------------------------------------------------|-------------------------------------|------------------|

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  No  Yes (If Yes, provide justification below)

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

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

|           |                                                      |             |
|-----------|------------------------------------------------------|-------------|
| SIGNATURE | NAME/TITLE (Print or Type)<br>Josh White, Unit Chief | DATE SIGNED |
|-----------|------------------------------------------------------|-------------|

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

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

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

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



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

|                      |                 |
|----------------------|-----------------|
| AGREEMENT NUMBER     | <b>4CA03570</b> |
| REGISTRATION NUMBER: |                 |

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

STATE AGENCY'S NAME

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

LOCAL AGENCY'S NAME

Tuolumne County

2. The term of this Agreement is: **July 1, 2017** through **June 30, 2020**

3. The maximum amount of this Agreement is: **\$ 15,699,662.00**  
**Fifteen million, six hundred ninety nine thousand, six hundred sixty two dollars and zero cents.**

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

|                                                                                   |     |       |
|-----------------------------------------------------------------------------------|-----|-------|
| Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A | 5   | pages |
| Exhibit B – Budget Detail and Payment Provisions                                  | 2   | pages |
| Exhibit C – General Terms and Conditions                                          | 7   | pages |
| Exhibit D – Additional Provisions                                                 | 16  | pages |
| Exhibit E – Description of Other Services                                         | n/a | pages |

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

|                                                                                                                                     |                           |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------|
| <b>LOCAL AGENCY</b>                                                                                                                 |                           | <i>California Department of General Services Use Only</i> |
| LOCAL AGENCY'S NAME<br>Tuolumne County                                                                                              |                           |                                                           |
| BY (Authorized Signature)<br><br><i>[Signature]</i>                                                                                 | DATE SIGNED (Do not type) |                                                           |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Sherri Brennan, Madam Chair of the Board                                                |                           |                                                           |
| ADDRESS<br>2 South Green Street, Sonora, CA 95370                                                                                   |                           |                                                           |
| <b>STATE OF CALIFORNIA</b>                                                                                                          |                           |                                                           |
| AGENCY NAME<br>California Department of Forestry and Fire Protection                                                                |                           |                                                           |
| BY (Authorized Signature)<br><br><i>[Signature]</i>                                                                                 | DATE SIGNED (Do not type) |                                                           |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Chris Rowney, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety |                           |                                                           |
| ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460                                                                                  |                           |                                                           |

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

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

|                      |                    |               |                 |
|----------------------|--------------------|---------------|-----------------|
| CAL FIRE Unit Chief: | Tuolumne-Calaveras | Local Agency: | Tuolumne County |
| Name:                | Joshua White       | Name:         | Craig Pedro     |
| Phone:               | 209-754-3831       | Phone:        | 209-533-5511    |
| Fax:                 | 209-754-1959       | Fax:          | 209-533-5510    |

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

|                      |                                                     |               |                                          |
|----------------------|-----------------------------------------------------|---------------|------------------------------------------|
| CAL FIRE Unit Chief: | Joshua White                                        | Local Agency: | Tuolumne County                          |
| Section/Unit:        | Tuolumne-Calaveras                                  | Section/Unit: | County Administrator                     |
| Attention:           | Joshua White                                        | Attention:    | Craig Pedro                              |
| Address:             | 785 Mountain Ranch<br>Rd, San Andreas,<br>CA, 95249 | Address:      | 2 South Green Street,<br>Sonora CA 95370 |
| Phone:               | 209-754-3831                                        | Phone:        | 209-533-5511                             |
| Fax:                 | 209-754-1959                                        | Fax:          | 209-533-5510                             |

Send an additional copy of all correspondence to:

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

**AUTHORIZATION**

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

**EXHIBIT A**  
**SCOPE OF WORK**

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

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

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

**1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

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

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

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

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

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

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

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

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

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

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

9) Extended Fire Protection Service Availability (Amador)

## 2. ADMINISTRATION

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

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

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

### **3. SUPPRESSION COST RECOVERY**

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

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

### **4. MUTUAL AID**

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

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

### **5. PROPERTY PURCHASE AND ACCOUNTING**

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

Contractor Name: Tuolumne County

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

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

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

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

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

## **2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

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

## **3. BUDGET CONTINGENCY CLAUSE**

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



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT:** This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

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

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

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

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

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS:** Time is of the essence in the performance of this agreement.

12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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

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

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

17. **LIABILITY INSURANCE**

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

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

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

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

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

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

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

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

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

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

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

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

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

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

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

**Schedules**

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

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

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

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

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

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

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection



with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

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

**EXHIBIT E**  
**DESCRIPTION OF OTHER SERVICES**

EXHIBIT D, SCHEDULE A

LOCAL FUNDED-STATE RESOURCES

FISCAL DISPLAY

PRC-4142

NAME OF LOCAL AGENCY: TUOLUMNE COUNTY

CONTRACT NUMBER: 4CA03570

Index: 4400

PCA: 48200

Fiscal Year: 2017/2018

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY

SEE ATTACHED

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between The County of Tuolumne, and The California Department of Forestry and Fire Protection (CAL FIRE)

| Number of Positions | Classification/ads-ons (Pick From List)                                  | RET. | Period           | Salary Months | Salary Rate | Total Salary | EDWC Rate | EDWC Periods | Total EDWC | Salary Benefits | FFI UI | EDWC Benefits | Total Salary & EDWC | Total Position Cost |
|---------------------|--------------------------------------------------------------------------|------|------------------|---------------|-------------|--------------|-----------|--------------|------------|-----------------|--------|---------------|---------------------|---------------------|
| 1                   | Assistant Chief (Supervisory) - Division Chief                           | POF  | 7/1/2017-6/30/18 | 12            | \$9,595     | \$102,420    | \$0       | 12           | \$0        | \$87,344        | \$0    | \$0           | \$189,764           | \$272,658           |
| 1                   | Extended Duty Pay Differential - Assistant Chief 10%                     | POF  |                  | 6             | \$904       | \$5,424      |           |              |            | \$4,626         |        | \$0           | \$10,050            |                     |
| 1                   | Extended Duty Pay Differential - Assistant Chief 15%                     | POF  |                  | 6             | \$1,356     | \$8,136      |           |              |            | \$6,938         |        | \$0           | \$15,074            |                     |
| 1                   | Longevity Pay Differential - 7%                                          | POF  |                  | 12            | \$0         | \$7,169      |           |              |            | \$6,114         |        | \$0           | \$13,283            |                     |
| 1                   | Assistant Chief (Supervisory) Recruitment and Retention Pay Differential | POF  |                  | 12            | \$2,000     | \$24,000     |           |              |            | \$20,467        |        | \$0           | \$44,467            |                     |
|                     | Overtime                                                                 |      |                  |               |             |              |           |              |            | \$0             |        | \$0           | \$0                 |                     |
| 5                   | Fire Captain, Range A                                                    | POF  | 7/1/17-6/30/18   | 12            | \$5,299     | \$317,940    | \$2,926   | 12           | \$175,560  | \$274,199       | \$0    | \$81,881      | \$846,520           | \$860,749           |
| 5                   | Longevity Pay Differential - 1%                                          | POF  |                  | 12            | \$0         | \$3,179      |           |              |            | \$2,711         |        | \$0           | \$5,891             |                     |
| 5                   | Education Incentive Pay Differential                                     | POF  |                  | 12            | \$75        | \$4,500      |           |              |            | \$3,838         |        | \$0           | \$8,338             |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
| 9                   | Fire Apparatus Engineer                                                  | POF  | 7/1/17-6/30/17   | 12            | \$4,700     | \$507,600    | \$2,600   | 12           | \$280,800  | \$493,881       | \$0    | \$130,965     | \$1,352,246         | \$1,567,254         |
| 9                   | Education Incentive Pay Differential                                     | POF  |                  | 12            | \$75        | \$8,100      |           |              |            | \$6,908         |        | \$0           | \$15,008            |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
| 1.5                 | Communications Operator, Range B                                         | SAF  | 7/1/17-6/30/18   | 12            | \$5,391     | \$97,038     | \$0       | 0            | \$0        | \$60,047        | \$0    | \$0           | \$157,085           | \$158,348           |
| 1.5                 | Night-Shift Pay Differential                                             | SAF  |                  | 6             | \$87        | \$780        |           |              |            | \$683           |        | \$0           | \$1,263             |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
| 1                   | Heavy Equipment Mechanic, Range B                                        | SAF  | 7/1/17-6/30/18   | 12            | \$5,482     | \$65,784     | \$0       | 0            | \$0        | \$40,707        | \$0    | \$0           | \$106,491           | \$132,915           |
| 1                   | Commercial Drivers License Pay Differential                              | SAF  |                  | 12            | \$262       | \$3,144      |           |              |            | \$1,946         |        | \$0           | \$5,090             |                     |
| 1                   | Fire Mission Pay Differential - HEM Range B                              | SAF  |                  | 12            | \$576       | \$6,912      |           |              |            | \$4,277         |        | \$0           | \$11,189            |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
| 1                   | Forestry Equipment Manager I                                             | SAF  |                  | 12            | \$6,859     | \$10,000     | \$0       | 0            | \$0        | \$145           | \$0    | \$0           | \$10,145            |                     |
| 1                   | Extended Duty Pay Differential - FEM I                                   | POF  | 11/1/17-5/1/18   | 6             | \$686       | \$4,116      | \$0       | 0            | \$0        | \$3,510         | \$0    | \$0           | \$7,626             | \$7,626             |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 |                     |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           | 0            | \$0        | \$0             | \$0    | \$0           | \$0                 | \$101,450           |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$0          |           |              |            | \$0             |        | \$0           | \$0                 | \$0                 |
|                     | Overtime                                                                 |      |                  |               |             | \$100,000    |           |              |            | \$1,450         |        | \$0           | \$101,450           | \$101,450           |



EXHIBIT D, SCHEDULE A

LOCAL FUNDED-STATE RESOURCES

FISCAL DISPLAY

PRC-4144

NAME OF LOCAL AGENCY: TUOLUMNE COUNTY

CONTRACT NUMBER: 4CA03570

Index: 4400

PCA: 48201

Fiscal Year: 2017/2018

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY

SEE ATTACHED

Fiscal Year: 2017  
 Index: 4400  
 PDA: 49217  
 PRC: 4744  
 Comments: Statewide Salary Administration  
 This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between The County of Tuolumne and The California Department of Forestry and Fire Protection (CAL FIRE)  
 Unit: Tuolumne County  
 Subtotal: \$418,087  
 Regular: \$29,974  
 Overtime: \$18,113  
 Total: \$48,087  
 Contract No: 0A0377  
 Page No: 21  
 Contract Name: Thomas Porter  
 Job Title: Firefighter 1

| Number of Positions | Classification/ad-opts (pick from list) | RET. | Period                           | Salary Months | Salary Rate | Total Salary | EDWC Rate | EDWC Periods | Total EDWC | Salary Benefits | FFI UI   | EDWC Benefits | Total Salary & EDWC | Total Position Cost |
|---------------------|-----------------------------------------|------|----------------------------------|---------------|-------------|--------------|-----------|--------------|------------|-----------------|----------|---------------|---------------------|---------------------|
| 6                   | Firefighter 1                           | POF  | 11/15/17-5/15/18                 | 6             | \$4,137     | \$148,932    | \$1,942   | 6            | \$69,912   | \$127,009       | \$12,257 | \$92,607      | \$390,717           | \$990,217           |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                | POF  |                                  |               |             | \$0          |           | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$5,073             |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                | POF  | 11/15/17-5/15/18<br>Twelfth Rate | 6             | \$5,000     | \$5,000      | \$0       | 0            | \$0        | \$73            | \$0      | \$0           | \$5,073             | \$5,073             |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                | POF  | 11/15/17-5/15/18<br>Blanchard    | 6             | \$5,000     | \$5,000      | \$0       | 0            | \$0        | \$73            | \$0      | \$0           | \$5,073             | \$5,073             |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                | POF  | Blanchard Chief                  | 6             | \$15,000    | \$15,000     | \$0       | 0            | \$0        | \$218           | \$0      | \$0           | \$15,218            | \$15,218            |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
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|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
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|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
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|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
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|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
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|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     | Overtime                                |      |                                  |               |             | \$0          | \$0       | 0            | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              | \$0        | \$0             | \$0      | \$0           | \$0                 | \$0                 |
|                     |                                         |      |                                  |               |             | \$0          |           |              |            |                 |          |               |                     |                     |





EXHIBIT D, SCHEDULE A

LOCAL FUNDED-STATE RESOURCES

FISCAL DISPLAY

PRC-4142

NAME OF LOCAL AGENCY: Groveland Community Services District

CONTRACT NUMBER: 4CA03570

Index: 4400

PCA: 48202

Fiscal Year: 2017/2018

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY

SEE ATTACHED









**EXHIBIT D, SCHEDULE A  
FISCAL SUMMARY**

Contractor Name: Tuolumne County  
Contract No: 4CA03570

Fiscal Summary For Tuolumne County Agreements  
Fiscal Year 2017/2018

|                  | <u>PCA Code</u> | <u>Cost</u>        | <u>Administrative<br/>Rate<br/>12.59%</u> | <u>Total</u>       |
|------------------|-----------------|--------------------|-------------------------------------------|--------------------|
| Tuolumne County  | 48200           | \$2,936,046        | \$352,619                                 | \$3,288,665        |
| Groveland Fire   | 48202           | \$841,347          | \$101,046                                 | \$942,393          |
| Amador Plan      | 48201           | \$448,795          | \$53,900                                  | \$502,695          |
| Amador Groveland | 48202           | \$223,029          | \$26,786                                  | \$249,815          |
| <b>Totals</b>    |                 | <b>\$4,449,217</b> | <b>\$534,351</b>                          | <b>\$4,983,568</b> |

# EXHIBIT D, SCHEDULE B

## STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: TUOLUMNE COUNTY

This is Schedule B of Cooperative Agreement originally dated July 1, 2017, by and between the Department of Forestry and Fire Protection of the State of California (CAL FIRE) and Tuolumne County.

Fiscal Year 2017/2018

### ADMINISTRATION

1 Division Chief  
- South Division Operations

5 Battalion Chiefs  
- Twain Harte Battalion  
- Groveland Battalion  
- Training Battalion  
- Columbia Air Attack Base  
- Fire Prevention

### CREWS

|                       |           |               |
|-----------------------|-----------|---------------|
| Standard Station      | 2 Engines | 2 FC, 2.5 FAE |
| Twain Harte Station   | 2 Engines | 2 FC, 2.5 FAE |
| Green Springs Station | 1 Engine  | 2.5 FC        |
| Groveland Station     | 2 Engines | 2 FC, 2.5 FAE |
| Blanchard Station     | 1 Engine  | 2.5 FC        |

### AIR ATTACK

|              |               |                |
|--------------|---------------|----------------|
| Columbia AAB | 2 Air Tankers |                |
|              | 1 Air Attack  | 1.5 FC, .5 FAE |
|              | 1 Helicopter  | 4 FC, 2 FAE    |

### BASELINE CONSERVATION CAMP

|                  |         |
|------------------|---------|
| 5 Fire Crews     | 10 FC B |
| 1 Bulldozer Unit | 2 HFEO  |

### FORESTRY TRAINING PROGRAM - SIERRA CONSERVATION CENTER

|                  |         |
|------------------|---------|
| 5 Training Crews | 12 FC B |
|------------------|---------|

**EXHIBIT D, SCHEDULE C**

**LOCAL FUNDED RESOURCES**

**NAME OF LOCAL AGENCY:** **TUOLUMNE COUNTY**

This is Schedule C of Cooperative Agreement originally dated July 1, 2017, by and between the Department of Forestry and Fire Protection of the State of California and Tuolumne County.

**Fiscal Year 2017/2018**

|                                |           |                     |
|--------------------------------|-----------|---------------------|
| <b>SALARIES AND BENEFITS</b>   | <b>\$</b> | <b>410,071.00</b>   |
| <b>SERVICES AND SUPPLIES</b>   | <b>\$</b> | <b>4,042,118.00</b> |
| <b>FIXED ASSETS</b>            |           |                     |
| <b>INTERNAL LOAN PAYMENT</b>   |           |                     |
| <b>A-87 ALLOCATION</b>         | <b>\$</b> | <b>49,907.00</b>    |
| <b>TOTAL DEPARTMENT BUDGET</b> | <b>\$</b> | <b>4,502,096.00</b> |



**AGENDA SUBMITTAL**

**TO:** GCSD Board of Directors

**FROM:** GCSD Staff

**DATE:** August 14, 2017

**SUBJECT:** Consider for Approval Land Lease Agreement between the Groveland Community Services District and the Southern Tuolumne County Historical Society

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**SUMMARY**

Attached for the Board's review is the Land Lease Agreement between the District and the Southern Tuolumne County Historical Society (STCHS) that was drafted by legal counsel. The land to be leased is a section of property adjacent to the Groveland Library where STCHS would like to install an electric vehicle charging station.

The term of the lease is ten (10) years with rent being set at \$1.00 per year. The lease will continue on a month-to-month upon its expiration. If the Lessor would like the lease renewed, they must notify the District at least one (1) year in advance, and the lease will be renewed for an additional ten (10) year period.

**Attachments:**

1. Southern Tuolumne County Historical Society Land Lease

**Recommended Action**

**Approve Land Lease Agreement between the Groveland Community Services District and the Southern Tuolumne County Historical Society**

# Southern Tuolumne County Historical Society Land Lease

## PREAMBLE

This Lease is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Groveland Community Services District, hereinafter referred to in this Lease as "Lessor," and the Southern Tuolumne County Historical Society, a California non-profit corporation, hereinafter referred to in this Lease as "Lessee."

Subject to the terms and conditions set forth in this Lease, Lessor hereby leases to Lessee that certain real property located in the parking lot adjacent to the Groveland library ("Parking Spaces") in the community of Groveland, in the County of Tuolumne, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to in this Lease as the "Premises."

The purpose of this Lease is to provide for Lessee's installation of one or more electric vehicle charging stations intended to serve the Groveland community. Lessee will submit detailed plans and specifications as well as a construction schedule for Lessor's approval. Lessor agrees to approve or deny the submitted plans and construction schedule within ten (10) calendar days. Lessor's failure to approve or deny the plans within the ten (10) day period shall be deemed approval of the plans.

Lessor finds that it is in the public interest to enter into this Lease with Lessee. The construction and operation of electric vehicle charging stations will improve and expand recreational opportunities in Groveland.

## ARTICLE 1 TERM OF LEASE

**Section 1.1. Original/Base Term.** The term of this Lease shall be for a period of ten (10) years.

**Section 1.2. Commencement Date of Lease.** The term of this Lease shall commence at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 and shall end at 12:00 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2027 unless renewed or extended as provided for in Article 3, below.

**Section 1.3. Holdover.** Should Lessee holdover and continue in possession of said Premises after expiration of the term of this Lease and any renewal of extension thereof, Lessee's continued occupancy of such Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this Lease.

**ARTICLE 2  
RENT**

**Section 2.1. Rent.** The term "Lease year" shall mean a twelve-month period commencing upon the Commencement Date as provided for in Section 1.2, above, and each anniversary thereof.

Lessee agrees to pay to Lessor \$1.00 per year rent over the Ten (10) year base term of this Lease.

Lessee further agrees, to the extent possible given swings in the economy, State and Federal funding and demands on their overall budget, to make a good faith effort to maintain funding for continuous operation of the parking lot throughout the term of this Lease.

**ARTICLE 3  
RENEWAL OF LEASE**

**Section 3.1. Renewal Option.** Upon notice to Lessor, given at least one (1) year prior to the expiration date of the Lease as provided in Section 1.1, above, this Lease shall be renewed for an additional ten (10) year period on the same terms and conditions as outlined above.

All rent payments due hereunder shall be made payable as follows:

Groveland Community Services District

All rent payments due hereunder shall be mailed to the following address:

Groveland Community Services District  
P.O. Box 350  
Groveland, CA 95321-0350

The rent shall be payable in advance on the \_\_\_\_\_ day of each \_\_\_\_\_ during the term of this Lease.

**ARTICLE 4  
USE OF PREMISES**

**Section 4.1. Permitted Use.** Said Premises shall, during the term of this Lease and any extensions or renewals thereof, be used only for the purposes of installing, maintaining, repairing, and operating electric vehicle charging stations, or for any other lawful purpose as agreed upon in writing by the parties hereto. Lessor shall not unreasonably withhold approval for such other use or uses provided said uses further the recreational needs of the Groveland community.

**Section 4.2. Waste or Nuisance.** Lessee shall not commit or permit the commission by others of any waste on said Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said Premises for any unlawful purpose.

**Section 4.3. Compliance with Law.** Lessee shall at Lessee's own cost and expense comply with statutes, ordinances, regulations, and state, county and municipal requirements, relating to Lessee's use and occupancy of said Premises whether such statutes, ordinances, regulations, requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction or the admission by Lessee in a proceeding brought against Lessee for the violation of any statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Lease by Lessor.

Lessee shall comply with all statutes, ordinances, regulations, and/or administrative requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force, pertaining to the Premises and the use or storage of any and all materials or substances that are now or may hereafter be defined as "hazardous materials" or "hazardous substances" under any federal, state, or local law or regulation.

## ARTICLE 5 TAXES AND UTILITIES

**Section 5.1. Payment of Utility Charges.** Lessee shall be responsible for the payment of all ongoing utilities and service charges related to occupancy of the Premises.

**Section 5.2. Utility Construction and Connection.** Lessee acknowledges that neither water nor sewer services are available at the Premises. Lessor and Lessee agree that at the time of execution of this Lease, the use of the Premises as electric vehicle charging stations will not require the provision of water or sewer services but Lessee has the option of applying for the construction of water or sewer lines.

**Section 5.3. Personal Property Taxes.** Lessee shall be responsible for the payment of all personal property taxes on equipment and items placed by Lessee related to occupancy of the Premises. Lessor shall be responsible for the payment of all real property taxes and assessments for the Property.

## ARTICLE 6 ALTERATIONS AND REPAIRS

**Section 6.1. Condition of Premises.** Lessor and Lessee have inspected the Premises together and have fully apprised themselves of the general condition of the Premises. Lessee accepts the Premises in their current condition except as provided for in Section 6.2, below, based upon Lessee's own inspection and investigation of the condition of the Premises and not on the basis of any warranty or representation made by the Lessor.

**Section 6.2. Tenant Improvements.** Lessee may, consistent with Section 4.1, erect such tenant improvements as Lessee may deem necessary on the Premises during the term of this Lease and any extensions thereof as provided in Section 3.1, above, with the Lessor's written consent. Lessor shall not withhold its consent unreasonably.

Lessee shall not permit any liens to be placed against the Premises on account of any buildings, structures, or improvements erected or made thereon by Lessee. In the event that any such lien shall become attached or recorded as to the Premises herein, Lessee shall promptly satisfy and obtain the release of such lien. Lessor may at any time post on the Premises any notices Lessor may deem necessary to protect Lessor's interest.

Lessee shall pay any and all insurance premiums and license fees in regard to such buildings, structures or improvements made by Lessee.

**Section 6.3. Repairs and Maintenance by Lessee.** Lessee shall at Lessee's sole cost and expense during the term of the Lease or any renewal or extension of the term of this Lease keep and maintain said rented Premises together with all tenant improvements installed by Lessee, and any other improvements constructed upon the Premises by Lessee in good order, repair, and in tenantable condition.

**Section 6.4. Ownership of Tenant Improvements.** The Lessee's tenant improvements shall be the sole property of the Lessee. Lessor hereby agrees that Lessee shall have exclusive control over the Lessee's tenant improvements during the term of this Lease and any extension thereof pursuant to Article 3 above. Lessee shall consult with Lessor to insure that the exterior of any and all improvement is consistent with the architecture of other buildings within the community and meet with Lessor's approval.

**Section 6.5. Inspection by Lessor.** Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises, following advance written notification to Lessee, at all reasonable times for the purpose of inspecting said Premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this Lease or to perform Lessor's duties under the Lease. These inspections shall not interfere with the confidentiality requirements of the Lessee or its agents.

**Section 6.6. Surrender of Premises.** On expiration or sooner termination of this Lease, or any renewals or extensions of this Lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they appear at the Commencement Date of this Lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted. Any and all right, title and interest to any structures remaining on the Premises for more than thirty (30) days after written notice to the Lessee shall be conveyed to Lessor, without charge to Lessor, provided such structures are suitable to Lessor and in good operating condition. Lessor retains the right to require Lessee to remove any and all structures from the Premises, in which event Lessee shall remove any and all structures and restore the Premises in as good condition as at the Commencement Date of this Lease, reasonable wear and tear excepted.

## ARTICLE 7 INDEMNITY AND INSURANCE

**Section 7.1. Indemnification and Hold Harmless Clause.** Lessee agrees to indemnify, defend, and hold Lessor and property of Lessor, including said Premises, free and harmless from any and

all claims, liability, loss damage, or expenses, including reasonable attorney fees, resulting from Lessee's occupation and use of said Premise, specifically including any claim, liability, loss, or damage arising by reason of:

(1) The death or injury or any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused by some act or omission of Lessee or of some agent, contractor, employee, Sub-Lessee or concessionaire of Lessee on said Premises;

(2) Any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or any agent or employee of Lessee;

(3) Any and all claims that may be asserted against Lessor as a result of any environmental conditions (including, but not limited to, the use, storage, or disposal of hazardous materials or hazardous substances) created on the Premises as a result of Lessee's possession of the Premises; and

(4) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessor or the leased Premises by any duly authorized governmental agency or political subdivision; provided, however, that Lessor shall have given prompt written notice to Lessee of such requirement imposed on Lessor.

If such indemnification becomes necessary, Lessor shall have the absolute right to approve any and all counsel employed to defend Lessor.

**Section 7.2.** Section 7.1, above, shall not apply to any condition of the Premises caused or allegedly caused by failure of Lessor to maintain the Premises as required by Section 6.3, above.

**Section 7.3.** The Lessor shall hold the Lessee, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including, but not limited to, injury to person or property, and related costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or omission of Lessor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Lease. If such indemnification becomes necessary, Lessee shall have the right to approve counsel employed to defend Lessee.

**Section 7.4. Liability Insurance.** Lessee shall, at Lessee's own cost and expense, secure at the time of occupancy and maintain during the entire term of this Lease and any renewals or extensions thereof, a combination of self-insurance and a policy of comprehensive public liability insurance issued to Lessee (with Lessor as an additionally named insured) insuring against loss or liability caused by or connected with Lessee's occupation and use of said Premises under this Lease in amounts not less than the amounts for coverage of personal injury or death and property damage maintained by Lessee for Premises owned by it, but in any event not less than Two (2) Million Dollars per occurrence. Such policy shall insure performance by Lessee of the indemnity provisions of this Lease. Lessee further agrees to deposit with Lessor the original

or a certificate of such insurance and the original or certificate of each renewal policy at least ten (ten) days prior to the expiration of any then current policy. Lessee agrees that if it does not keep said insurance in full force and effect, then Lessor may terminate this Lease.

**Section 7.5. Fire Insurance.** Lessee shall secure, not later than the date of occupancy, and maintain during the entire term of this Lease and any renewals or extensions thereof, a combination of self-insurance and a policy of fire and extended coverage insurance, including vandalism and malicious mischief endorsements, covering the full replacement value of the leased Premises, including all tenant improvements installed upon the Premises by Lessee, naming the Lessor as an additional insured.

**Section 7.6. Workers' Compensation Insurance.** Lessee shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in performing the services contemplated by this Lease, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

**Section 7.7.** As part of the execution of this Lease, Lessee agrees to furnish to Lessor a certified copy of the insurance policies that it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Lease. Such insurance shall be placed with an insurance carrier acceptable to Lessor under terms satisfactory to Lessor. Said certified policies of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after Lessor shall have received written notification of such cancellation or reduction.

**Section 7.8.** Should Lessee fail to obtain and keep in force the insurance coverage hereinabove required, Lessor shall have the right to cancel and terminate this Lease forthwith and without regard to any other provisions of this Lease.

## ARTICLE 8 DAMAGES OR DESTRUCTION

**Section 8.1.** In the event of loss or damage to or destruction of the Premises and/or tenant improvements installed on the Premises by Lessee by fire or any extended coverage insured against by any insurance policy, Lessee shall have the option to rebuild the tenant improvements or, in the alternative, give Lessor written notification of its intent to terminate this Lease. In the event Lessee opts to terminate this Lease, it shall restore the Premises to their original condition at its sole cost and expense.

**Section 8.2.** Lessee hereby waives the provisions of Section 1932 subdivision 2 and Section 1933 subdivision 4 of the Civil Code of the State of California.

**Section 8.3.** Lessee shall not be entitled to any damages from Lessor for any loss or inconvenience sustained by Lessee by reason of the making of repairs and/or restoration.

**ARTICLE 9**  
**DEFAULT, ASSIGNMENT AND TERMINATION**

**Section 9.1. Subleasing or Assigning as Breach.** Lessee may not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises. Lessee may not sublet said Premises or any part thereof without prior written consent of Lessor.

**Section 9.2. Default by Lessee.** In the event that Lessee shall fail to perform any term or condition upon the part of Lessee to be performed, and such default shall continue for a period of thirty (30) days for a non-monetary default, or for a period five (5) days for a monetary default, after written notice from Lessor to Lessee of such default, Lessor may exercise the remedies hereinafter provided for. Provided, however, that in the event that any non-monetary default is not capable of being cured within thirty (30) days, and Lessee is diligently attempting to cure such default, no action shall be brought by Lessor against Lessee unless Lessee fails to cure such default within a reasonable time after such notice.

**Section 9.3.** In the event of default, Lessor may terminate this Lease by thirty (30) days written notice to Lessee.

**Section 9.4.** In the event that Lessee shall fail to pay or discharge any encumbrance upon the property as herein provided, in addition to all other damages, Lessee shall pay to Lessor the amount of any such lien or encumbrance together with interest at a rate equal to the amount payable under any note or other agreement which may constitute such a lien.

**ARTICLE 10**  
**MISCELLANEOUS**

**Section 10.1. Lessor as Independent Contractor.** The parties hereto agree that at all times during the term of this Lease, Lessee and Lessee's employees hired to perform services pursuant to this Lease are independent contractors for all purposes of this Lease. Under no circumstances shall Lessee or Lessee's employees be considered agents or employees of Lessor. Lessee acknowledges, therefore, that it and its agents and employees are not entitled to workers' compensation benefits from Lessor should Lessee or its agents and employees sustain an injury in the course of performing services specified in this Lease. Lessee shall be solely responsible for and have control over the means, methods, details, techniques and procedures for operation of the tenant improvements referred to in this Lease. Lessee shall have no authority, express or implied, to act on behalf of Lessor in any capacity whatsoever as an agent except as Lessor may specify in writing. Lessee shall have no authority, express or implied, pursuant to this Lease, to bind Lessor to any obligation whatsoever.

**Section 10.2. Attorney's Fees.** Should any legal proceeding be commenced between the parties to this Lease concerning said Premises, this Lease, or the rights and duties of either party in relation thereto, the party prevailing in such legal proceeding shall be entitled, in addition to such other relief as may be granted in the legal proceeding, to a reasonable sum for his court costs, consultants' fees and attorney's fees.



**Section 10.3. Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease, or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom such notice is directed, or in lieu of such personal service, when served by facsimile transmission or deposited in the United States mail, certified mail, first-class postage prepaid, addressed as follows:

Lessee: Southern Tuolumne County Historical Society  
P.O. Box 180  
Big Oak Flat, CA 95305

With Copy To:

Lessor: Groveland Community Services District  
P.O. Box 350  
Groveland, CA 95321-0350  
Fax (209) 962-4943

Either party, Lessee or Lessor, may change their address or facsimile number for the purpose of this section by giving written notice of such change in accordance with this Section.

**Section 10.4. Change of Ownership or Assignment.** Except as otherwise provided for in Section 10.5, below, in the event that Lessor shall convey its interest in the Premises, subject to the Lease, during the Lease term, Lessor's successor in interest shall be bound by all the terms and conditions of this Lease and shall be responsible for all of the liabilities of Lessor accruing after the conveyance. In such event, Lessor shall have no further liability under the terms and conditions of this Lease accruing after the date of conveyance.

**Section 10.5. Estoppel Certificate.** Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate should also state the amount of the minimum monthly rent then payable, the dates to which the rent has been paid in advance, and the amount of any prepaid rent. Failure to deliver this certificate within ten (10) days shall be conclusive upon the parties failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

**Section 10.6. Subordination; Attornment; Non-Disturbance.**

(1) **Subordination.** This Lease and any option granted hereby shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "security device") now or hereafter placed by Lessor upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Lessee agrees that

the Lenders holding any such security device shall have no duty, liability or obligation to perform any of the obligations of Lessor under this Lease, but that in the event of Lessor's default with respect to any such obligation, Lessee will give any Lender whose name and address have been furnished to Lessee in writing for such purpose, notice of Lessor's default and allow such Lender thirty (30) days following receipt of such notice for the cure of said default before invoking any remedies Lessee may have by reason thereof. If any Lender shall elect to have this Lease and/or any option granted hereby superior to the lien of its security device and shall give written notice thereof to Lessee, this Lease and such options shall be deemed prior to such security device, notwithstanding the relative dates of the documentation or recordation thereof.

(2) Attornment. Subject to the non-disturbance provisions of subparagraph (c), below, Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a security device, and that in the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior Lessor or with respect to events occurring prior to acquisition of ownership, (ii) have against any prior Lessor, or (iii) be bound by prepayment of more than one month's rent.

(3) Non-Disturbance. With respect to security devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the Lender that Lessee's possession and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in breach hereof and attorns to the record owner of the Premises.

(4) Self-Executing. The agreements contained in this Section shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as provided for herein.

**Section 10.7. Binding on Heirs or Successors**. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, Lessor and Lessee, but nothing in this section shall be construed as consent by either party as required by Section 10.1, above, or Section 10.3, above.

**Section 10.8. Partial Invalidity**. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force an effect unimpaired by such holding.

**Section 10.9. Sole and Only Agreement**. This Lease constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the Lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this agreement are null and void.

**Section 10.10. Consent.** Any consent required by this Lease to be obtained from Lessor and Lessee shall not be unreasonably withheld.

**Section 10.11. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

**Section 10.12. Venue.** If either the Lessor or the Lessee files a lawsuit to enforce any provisions of this Lease, the proper venue for such a lawsuit shall be the Tuolumne County Superior Court.

**Section 10.13. Time of Essence.** Time is expressly declared to be the essence of this Lease.

**Section 10.14. Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include plural and vice versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease.

**Section 10.15. Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements contemplated by this Lease. Each party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Lease.

**Section 10.16. Amendments and Modifications.** This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable, non-monetary modifications to this Lease as may be reasonably required by any institutional, insurance company, or pension plan lender in connection with the obtaining of normal financing or refinancing of the property of which the Premises are a part of.

**Section 10.17. Opportunity to Consult Attorney.** Lessor and Lessee acknowledge that they have had an opportunity to consult with an attorney regarding their rights and obligations under this

**Section 10.18. Lease.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one in the same instrument.

**Section 10.19. Third Party Rights.** Nothing in this Lease, express or implied, is intended to confer upon any person other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.

**Section 10.20. Waiver.** Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. Lessor's receipt of rent

with knowledge of Lessee's violation of covenant does not waive Lessor's right to enforce any covenant of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first stated above, at Sonora, Tuolumne County, California.

“LESSOR”  
Groveland Community Services District

“LESSEE”  
Southern Tuolumne County Historical Society

By: \_\_\_\_\_  
Robert Swan, President  
Board of Directors

By: \_\_\_\_\_  
Joe Hopkins  
Board President

ATTEST  
Groveland Community Services District

ATTEST  
Southern Tuolumne County Historical Society

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

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

APPROVED AS TO LEGAL FORM  
Groveland Community Services District

APPROVED AS TO LEGAL FORM  
Southern Tuolumne County Historical Society

By: \_\_\_\_\_  
Daniel J. Schroeder  
District Counsel

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

APPROVED AS TO RISK  
MANAGEMENT FORM  
Groveland Community Services District

APPROVED AS TO RISK  
MANAGEMENT FORM  
Southern Tuolumne County Historical Society

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

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

**Exhibit "A"**

**Property to be Leased  
(Property Description and Map)**

TODD LAND SURVEYING

P.O. Box 10

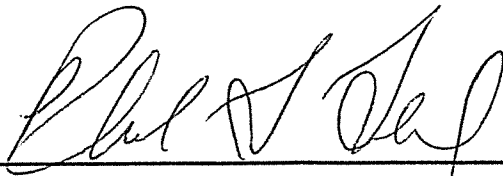
Soulsbyville, California 95372

**EXHIBIT A**

All that real property situated in the NW1/4 of Section 21, T.1S, R.16E, M. D. B. & M., County of Tuolumne, State of California, described as follows:

A portion of the 'Remainder-Area' as shown on the Parcel Map recorded on August 9, 1999, in Book 37 of Parcel Maps at Page 96, Records of Tuolumne County, California, more particularly described as follows:

BEGINNING at the most Westerly corner of Parcel 2 of said Parcel Map; thence N  $75^{\circ} 18' 35''$  E, 52.97 feet to the TRUE POINT OF BEGINNING; thence N  $14^{\circ} 41' 25''$  W, 25 feet to a point; thence N  $75^{\circ} 18' 35''$  E, 50 feet to a point; thence S  $14^{\circ} 41' 25''$  E, 25 feet to a point; thence S  $75^{\circ} 18' 35''$  W, 50 feet to the POINT OF BEGINNING, containing an area of 0.0287 acres, more or less.



Richard T. Todd, P.L.S. 5522,





## AGENDA SUBMITTAL

**TO:** GCSD Board of Directors

**FROM:** GCSD Staff, Board President Swan

**DATE:** August 14, 2017

**SUBJECT:** Consider Modification of District's Purchasing Policy and Establish a Vehicle "Roll out/Time Out" Policy

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### SUMMARY

At the July 10<sup>th</sup> Board of Director's meeting, a discussion was held regarding the purchasing of vehicles and whether to consider used vehicles for purchase. The District's current Purchasing Policy does not have a specific section on the purchase of vehicles. The District's Ad-hoc Equipment Committee has previously met and reviewed the District's fleet and made recommendations to the full Board on equipment to purchase.

At the June 12<sup>th</sup> Board meeting, a discussion was held regarding Fiscal Year 17/18 operating budgets including the purchase of two new vehicles, as the vehicles the District has historically purchased are the basic model the vehicles have to be ordered for manufacturing. Quotes were solicited and the lowest responding bid was from Steve's Chevrolet. Based on the Board's approval of the operating budgets at the June 12 meeting the vehicles were ordered and a purchase order was issued. In an effort of transparency the vehicle purchase was brought before the Board on July 10 to inform the Board of the three quotes received and the discussion of used versus new ensued and the item was tabled. Immediately following the July 10 meeting, staff contacted Steve's Chevrolet to postpone the delivery of the vehicles but were informed that they were already under construction.

Before the Board today is the opportunity to set forth a policy regarding the purchase of vehicles and to establish a "roll out time out policy" that would establish a length of time and or mileage to continue to keep a vehicle in service.

### Attachments:

1. Purchasing Policy

### RECOMMENDED ACTION

Direct staff to modify the District's purchasing policy specific to vehicles and establish a roll out time out policy for vehicles.



4. The District may expend District funds, **without** taking a formal position on any proposed legislation or ballot measure, to initiate, prepare, or distribute factual, balanced information on a proposed legislation or a ballot measure to the public and other organizations, which material should represent both pro and con viewpoints in a fair manner.
5. District Board members and employees may respond to inquiries from the media, the public or other organizations about the impact of a measure on the District as long as such response is factual and does not advocate a position.
6. District Board members and employees may participate or sponsor forums or debates on proposed legislation or a ballot measure at District expense if all views are represented at such forum or debate.
7. Upon request, District Board members and employees are free to explain their personal views on proposed legislation or a proposed ballot measure.
8. The District may expend District funds to meet with its elected representatives regarding pending legislation impacting the operations of the District, or to appear before the State Legislature or Congress for the purpose of making legislators aware of the impact of pending legislation on District operations and facilities.

#### C. Prohibited Activities

1. The District in no event can expend District funds to purchase such items as bumper stickers, posters, advertising, or television or radio “spots” as well as the dissemination and public expense of campaign literature prepared by private proponents or opponents of legislation or a ballot measure, or otherwise spend District money to clearly advocate a yes or no vote on any ballot measure.
2. The District may not use District funds to contribute to a campaign supporting or opposing any ballot measure.
3. The District may not expend District funds or utilize any District facilities or equipment such as photocopy machines, facsimile machines, computer e-mail, or office supplies or staff time in connection with any activity designed to support or oppose a ballot measure, or attempt to influence voters to qualify a ballot measure, including utilizing District funds to gather signatures for a ballot measure.

## **408 PURCHASING, CONTRACTING AND PROCUREMENT**

### 408.1 Purpose

The Board of Directors of the District will be responsible for the awarding of all contracts. Final approval of all purchases of materials, supplies, equipment, and goods as well as construction, maintenance, repair and alteration services shall comply with the provisions of this policy. Under the direction of the Board of Directors, the General Manager shall act as the purchasing agent for the

Board in the procurement of goods and services in accordance with these District policies and applicable provisions of law.

#### 408.2 Purchasing of Materials, Supplies and Equipment Not Related to New Construction

All purchases of items consisting of materials, supplies and equipment will require written approval from the appropriate department supervisor/manager prior to purchase. If the purchase exceeds the spending limit of the purchasers, approval must be obtained from the appropriate higher authority prior to purchase. After the proper approval has been obtained, a District printed purchase order may be issued. The following guidelines will be observed when purchasing such materials, supplies and equipment:

- A. When procuring materials, supplies and equipment costing less than Three Thousand Dollars (\$3,000.00), price competition is not required. However, every attempt should be made to secure the most reasonable price for the goods to be obtained.
- B. When procuring materials, supplies and equipment costing over Three Thousand Dollars (\$3,000.00) the purchase shall be based, wherever possible, on at least three (3) bids/quotes. The bid/quote shall be awarded to the lowest responsible bidder.
- C. When the District requires supplies, materials or equipment which are produced by only one manufacturer, such lists shall also include the phrase "or approved equivalent" to permit bidders to bid on alternative or additional makes, brands or types which are proved to be the equivalent to the manufacturer's make or brand specified. If the manufacturer or his representative is the sole responsible bidder or sole source of supply, the General Manager may negotiate an open market order or contract with the manufacturer or his representative at prices and on terms most advantageous to the District.

When the District requires supplies, materials or equipment which are patented or proprietary, and which are obtainable in two (2) or more equally satisfactory and competitive makes, brands or types, the District may list such acceptable and competitive makes, brands or types in the invitation to bid. Such lists shall also include the phrase "or approved equivalent" to permit bidders to bid on alternative or additional makes, brands or types. It shall be incumbent on each bidder to prove to the satisfaction of the General Manager that the alternate or additional make, brand or type which he offers is actually equal in quality or performance to those listed in the invitation to bid.

- D. The District may request the State Department of General Services to make purchases of materials, equipment, or supplies on its behalf if better value can be obtained by the District by utilizing this method of purchase.
- E. As an alternative, the District may request the purchasing agent of Tuolumne County to make purchases of materials, equipment, or supplies not related to new construction on its behalf if this method of purchase reduces the cost of acquisition to the District.

### 408.3 Purchase Orders

Purchase Orders shall be used as authorization for purchasing materials, supplies and equipment not related to new construction, maintenance or repairs that are procured pursuant to these policies. Exceptions include items such as hotel and airline reservations or professional services contracts and other vendor contracts.

Completed purchase order forms must be approved and signed by the appropriate department manager and signed by the General Manager in all cases in which the purchase exceeds the spending limit of the department manager. The department manager may be delegated project specific purchasing authority by the General Manager to provide for efficient project management.

### 408.4 Approval Limits for Purchase Orders (Revised 5/03/2012)

The General Manager has signing authority for all budgeted items and any unbudgeted items up to Ten Thousand Dollars (\$10,000). All unbudgeted items over Ten Thousand Dollars (\$10,000) must be approved by the Board of Directors. The General Manager may delegate limited signing and authorization responsibilities for budgeted items to department managers and supervisors. Department managers and supervisors have signing authority for up to One Thousand Dollars (\$1,000).

### 408.5 Contracting for Projects for New Construction, Alterations and Repairs; Contracting for Purchase of Materials, Supplies and Equipment Related to New Construction, Alterations, Maintenance or Repairs

The District has adopted the Uniform Public Construction Cost Accounting Act (hereinafter "UPCCAA") and its contracting policies for projects consisting of: 1) new construction, maintenance, alterations or repairs, and 2) the purchasing of materials, supplies and equipment related to new construction, alterations, maintenance or repairs.

- A. When contracting for projects consisting of new construction, maintenance, alteration or repairs, or the purchasing of materials, supplies and equipment related to such construction, when the cost of materials, supplies and labor will not exceed the sum of Thirty Thousand Dollars (\$30,000.00), price competition is not required and the project or purchase may be performed by negotiated contract, by purchase order, or by the employees of the District by force account.
- B. When contracting for projects consisting of new construction, maintenance, alteration or repairs, or the purchasing of materials, supplies and equipment related to such new construction, when the cost of materials, supplies and labor for the project is One Hundred Twenty-Five Thousand Dollars (\$125,000.00) or less, the project or purchase may be let to contract by informal bidding procedures specified in the District's informal bidding ordinance adopted pursuant to the provisions of Public Contract Code 22034.
- C. When the cost of materials, supplies and labor on the project, or the cost of purchase of materials, supplies and equipment related to such construction exceeds the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), that project or purchase shall be let to contract by the formal bidding procedure specified in Public Contract Code Sections 22037, 22038 and 22039.

- D. Notice of inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation in the jurisdiction of the District. It shall also be mailed to all construction trade journals specified in Public Contract Code Section 22036 at least thirty (30) calendar days before the date for opening the bids.
- E. Upon receiving such bids for projects for new construction, alterations and repairs, the District Board of Directors may:
  - 1. Accept the bid of the lowest responsible bidder;
  - 2. Reject all bids and re-advertise; or
  - 3. By four-fifths (4/5) vote declare that the project can be performed more economically by the employees of the District and elect to have the project done by force account.
- E. Upon receiving such bids for purchasing of materials, supplies and equipment related to such new construction, alterations or repairs, the District Board of Directors may:
  - 1. Accept the bid of the lowest responsible bidder;
  - 2. Reject all bids and re-advertise; or
  - 3. By four-fifths (4/5) vote elect to purchase the materials, supplies or equipment in the open market.
- F. If two or more bids are the same and the lowest, the District may accept the one it chooses. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the District by force account, or by negotiated contract.

#### 408.6 Emergency Purchases, Repairs and/or Replacements

In the case of an emergency, the District may, pursuant to a 4/5th vote of its Board of Directors, repair or replace a public facility or improvement, take any related and immediate action required by that emergency, and procure the necessary equipment, services, supplies, and materials for those purposes, without giving notice for bids to let contracts, without adopting plans, specifications and/or working details for the project. The emergency work may be done by day labor under the direction of the General Manager, or his designee.

- A. Before the Board of Directors takes any action to repair or replace a public facility or to procure necessary materials, supplies, equipment, or services for emergency purposes, the Board of Directors shall make a finding based on substantial evidence set forth in the minutes of its meeting that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the actions authorized by the Board to repair, replace, or purchase materials and supplies are necessary to respond to the designated emergency.

- B. The Board shall periodically review any action taken in response to such an emergency at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter pursuant to the requirements of Public Contract Code Section 22050.
- C. For the purposes of this section, the term “Emergency” shall mean any event that immediately impacts the health and safety of the public or environment and that by delaying action will result in substantial harm or damage to individuals, property, or the environment.

#### 408.7 Bid Policies

##### A. Conflicts of Interest

The purchasing agent and the employees of the District are expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation, to which a purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever.

##### B. Consideration of Bids

After bids have been opened and read, they may be checked for accuracy and compliance with the requirements of the bidding documents including any Notice to Bidders, Instructions to Bidders as well as any plans and specifications for the project to be bid or the specifications of any equipment, materials or supplies to be purchased pursuant to bid.

It is the intent of the District to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed funds available. With respect to projects consisting of new construction, maintenance, alterations or repairs, it is the intention of the District to award a contract only to a responsible bidder who has furnished satisfactory evidence that it has the requisite experience and ability and sufficient capital, facilities and plant to enable it to prosecute the work successfully and promptly, and to complete it within the time stated in the contract documents. With respect to the purchasing of equipment, materials, and supplies related to new construction, maintenance, or repairs, it is the intention of the District to award a contract only to a responsible bidder who has furnished satisfactory evidence that it has the requisite experience and ability to provide materials, supplies and equipment which meets specifications of the District.

##### C. Bid Security

Each bid shall be accompanied by bid security in a form and amount required herein to be specified by the District pledging that the bidder will enter into a contract with the District on the terms stated in the bid and will, if required, furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bid security shall be in the amount of not less than ten percent (10%) of the amount of the bid being submitted by the bidder, and may be in the form of a certified check, cashier’s check or surety bond. Should the bidder refuse to enter into such a contract or fail to furnish the bonds

required, then the bidder shall forfeit the amount of bid security to the District as liquidated damages, and not as a penalty.

All surety bonds shall be issued by a surety admitted to do business in the State of California and accompanied by a Certificate of Fact issued by the County of Tuolumne County Clerk pursuant to CCP § 995.640(a) or a Certificate of Authority with respect to such surety issued by the State of California Department of Insurance.

#### D. Acceptance and Award of Bid

1. Contract Award. The award of the contract will be to the lowest responsible bidder as set forth above.
2. Waive Irregularities. The District shall have the right to waive informalities or irregularities in a bid received and to accept a bid which, in the District's judgment, is in the District's best interest.
3. Alternatives. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.
4. Rejection of Incomplete Bids. Until an award of bid is made, the purchasing agent reserves the right to reject any and all bids, reject a bid not accompanied by any other information required by the bidding documents, or reject a bid which is in any way incomplete or irregular.
5. Rejection of Bid for Technical Defects. Until an award of bid is made, the purchasing agent reserves the right to reject any and all bids and to waive technical defects, if to do so best serves the interests of the District.
6. Notice and Solicitation of Bid for Purchase of Supplies, Equipment and Property. The purchasing agent shall give notice inviting bids to all suppliers, persons and firms who file written requests with the District office for such notice. In addition, the purchasing agent shall send notice inviting bids to such other firms or persons as in his opinion may be necessary to inform the trade.

#### 408.8 Bidder Pre-Qualifications

The purchasing agent may require pre-qualifications of bidders and may require bidders to provide information for the purpose of preparing and maintaining lists of qualified bidders. Pre-qualification shall be based on any available information, including but not limited to information provided by the bidder. A bidder's name may be removed from the list of qualified bidders for any of the following reasons:

1. Failure to respond or providing misleading statements to questionnaires issued by the purchasing agent or to provide a financial statement or other information as may be requested.

2. Failure to respond to three (3) consecutive invitations or requests for bids or quotations on services or an item offered by the bidder.
3. Failure to satisfactorily perform under a previous purchase order or contract.
4. Failure to respond to any inquiry from the purchasing agent regarding whether the bidder continues to be interested in doing business with the District.
5. Submission to the purchasing agent by the bidder of a written request to be removed from the list of qualified bidders.
6. Change in qualifications of a bidder to the extent that he/she no longer meets the minimum requirements applicable to bidders offering the services or item offered by the bidder.

## **409 INVESTMENT OF DISTRICT FUNDS**

### **409.1 Purpose**

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) §53600.6 and §53630.1). The purpose of this policy is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities.

Government Code Sections 5921 and 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency. The investment policies and practices of the District are based on state law and prudent money management. All funds will be invested in accordance with the District's Investment Policy, and California Government Code Sections 53601, 53601.1, 53601.5 and 53635.5. When the District issues bonds, the investment of bond proceeds will be further restricted by the provision of relevant bond documents.

The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (CGC §53646(a)). For Groveland Community Services District, the Admin/Finance Manager shall be responsible for preparing and submitting such policy for adoption by minute action or by resolution of the District Board. The adopted Investment Policy shall be reviewed on an annual basis and the District Board shall approve any modifications to such policy by minute action or by resolution. The investment policy, as adopted by the District Board, shall be used to guide District staff in investment decisions and transactions.

For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of Groveland Community Services District to invest funds not required for immediate needs of the District in a manner which will provide the highest investment return with the maximum security