



**TO:** GCS D Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** May 9, 2023

**SUBJECT:** Agenda Item 6E: Adoption of a Resolution Authorizing the General Manager to enter into a Memorandum of Understanding with Tuolumne Stanislaus Integrated Regional Water Management Authority to Coordinate and Implement the Installation of a Water Fill Station Located at the District office

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**RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 26-2023 authorizing the General Manager to enter into a Memorandum of Understanding with Tuolumne Stanislaus Integrated Regional Water Management Authority to coordinate and implement the installation of a Water Fill Station located at the Groveland Community Services District office.*

**BACKGROUND:**

The Tuolumne Stanislaus Integrated Regional Water Management Authority was recently awarded grant funds from the Sierra Institute for the Tuolumne Stanislaus DAC Drinking Water Reliability Project. The purpose of the project is to ensure that a reliable source of drinking water is available to those who may not otherwise have access to it in disadvantaged communities. The Tuolumne Stanislaus Integrated Regional Water Management Authority recently offered to the district the opportunity to tap into this larger



water reliability project and install a drinking water filling station in the Groveland area.

The Groveland Water Fill Station Project includes the design and installation of an automated water station capable of automatically dispensing prepaid amounts of water to fill bottles, jugs, tanks and trucks. The photo shows an example of

a filling station. The unit includes a reader for prepaid and debit/credit cards. Income qualified persons can receive free water with the cost of the water dispensed reimbursed by OES and other grant sources.

The attached MOU has been developed to detail the scope of work and relationship between the TSIRWMA and GCSD.

**FINANCIAL IMPACT**

The project is intended to be completed in its entirety with the \$150,000 in available grant funds, including reimbursement of the District staff time spent on the project.

**ATTACHMENTS:**

1. Resolution 26-2023
2. Memorandum of Understanding

**RESOLUTION 26-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TUOLUMNE STANISLAUS INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY TO COORDINATE AND IMPLEMENT THE INSTALLATION OF A WATER FILL STATION LOCATED AT THE GROVELAND COMMUNITY SERVICES DISTRICT**

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

**WHEREAS**, the Tuolumne Stanislaus Integrated Regional Water Management Authority was recently awarded grant funds from the Sierra Institute for the Tuolumne Stanislaus DAC Drinking Water Reliability Project; and

**WHEREAS**, a Memorandum of Understanding was developed between the District and Tuolumne Stanislaus Integrated Regional Water Management Authority for the purposes of the coordination, implementation and the installation of a Water Fill Station located at the Groveland Community Services District office.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES** hereby approve Resolution 26-2023 Authorizing the General Manager to Enter into a Memorandum of Understanding with Tuolumne Stanislaus Integrated Regional Water Management Authority to Coordinate and Implement the Installation of a Water Fill Station Located at the Groveland Community Services District.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on May 9, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

APPROVE:

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Nancy Mora, Board President

ATTEST:

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Rachel Pearlman, Board secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on May 9, 2023.

DATED: \_\_\_\_\_

**Memorandum of Understanding**  
between **GCSD** and **TSIRWMA**

This Memorandum of Understanding (MOU) is entered into by and between the Groveland Community Services District, herein after referred to as GCSD, and the Tuolumne Stanislaus Integrated Regional Water Management Authority, herein after referred to as TSIRWMA, effective May 9, 2023.

**Purpose:**

This MOU establishes a partnership between GCSD and TSIRWMA to coordinate and implement the installation of a Water Fill Station in Groveland, CA. Through the implementation of this MOU, GCSD and TSIRWMA will work to improve the drinking water reliability for Disadvantaged Community members within the TStan IRWM. Project tasks will include, but are not limited to;

- Planning
- Installation of Water Fill Station
- Reporting and Monitoring
- Partner Coordination

**Agreement:**

Whereas, the Groveland Community Services District and the Tuolumne Stanislaus Integrated Regional Water Management Authority have the common mission of supporting local residents and community; and

Whereas, the Groveland Community Services District and the Tuolumne Stanislaus Integrated Regional Water Management Authority recognize the need to work collaboratively in the development and implementation of water resource programs within the Tuolumne River Watershed; and

Whereas, the Tuolumne Stanislaus Integrated Regional Water Management Authority shall utilize funding through the Authority's Tuolumne Stanislaus DAC Drinking Water Reliability Project to develop and implement a Water Fill Station in a suitable location chosen by GCSD within its boundaries; and

Whereas, the Groveland Community Services District shall collaborate in the development and implementation of the Groveland Water Fill Station of the Tuolumne Stanislaus DAC Drinking Water Reliability Project.

**Section 1:**

**1a: Responsibilities of the Parties:**

**GCSD shall:**

- a. Provide labor, advice, consultation, analysis, administration, and preparation of materials and documents upon request,
- b. Determine the method, details, and means of performing the tasks requested by TSIRWMA,
- c. Perform said tasks in a manner commensurate with professional standards of qualified and experienced personnel in GCSD's field.

**TSIRWMA shall:**

- a. Provide funding for work performed within the Scope of Work for the Tuolumne Stanislaus DAC Drinking Water Reliability Project.
- b. Provide any form, templates, or documents needed by GCSO to fulfill the tasks outlined in the Scope of Work.

1b: Both parties shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capacity to implement the tasks described in the Scope of Work of this MOU.

Section 2: In exchange for the services provided by GCSO, TSIRWMA shall reimburse GCSO based on GCSO's actual time and material necessarily and actually expended on the services. TSIRWMA will reimburse GCSO after receiving funds from Sierra Institute for invoices submitted, in the amount sufficient to cover costs for the specific invoice period. Invoices need to include a report detailing the progress of the project for the invoice period. GCSO shall submit invoices electronically to TSIRWMA at [tricia@tcrd.org](mailto:tricia@tcrd.org). TSIRWMA shall remit payments to GCSO at: PO Box 350, Groveland CA 95321

Section 3: This agreement shall take effect January 1, 2023 and shall continue in effect until December 31, 2024.

This MOU may be terminated for any reason for any or all portions of the services by either party upon two weeks advance written notice to the other party and the reimbursement of outstanding costs incurred by GCSO in completion of the project.

Section 4: Every document prepared by GCSO or TSIRWMA under this MOU shall be made available to the other party.

Section 5: GCSO shall perform the services in compliance with all applicable federal, state and local laws and regulations and shall possess and maintain all permits, licenses and certificates that may be required for it to perform the services.

Section 6: GCSO shall indemnify, defend, protect, and hold harmless TSIRWMA, and its officers, directors, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) resulting from negligent or intentional acts or omissions in the performance of or failure to perform the services or any other obligations of this MOU by GCSO or GCSO's officers, directors, employees, volunteers and agents. This indemnification shall not include any claim arising from the negligence or intentional acts of TSIRWMA.

TSIRWMA shall indemnify, defend, protect, and hold harmless GCSO, and its officers, directors, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) resulting from negligent or intentional acts or omissions in the performance of or failure to perform the services or any other obligations of this MOU by TSIRWMA or TSIRWMA's officers, directors, employees, volunteers and agents. This indemnification shall not include any claim arising from the negligence or intentional acts of GCSO.

Section 7: GCSO and TSIRWMA shall maintain their own insurance coverage against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

Section 8: Each party to this MOU shall perform its responsibilities and activities described herein as an independent party and not as an officer, agent, servant, or employee of any of the other parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

Section 9: This writing and the documents incorporated herein represent the sole, entire, exclusive and integrated MOU between the parties concerning the services, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this MOU acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this MOU or in the incorporated documents shall be valid or binding. This MOU may be amended only by a subsequent written contract approved and executed by both parties.

Section 10: This MOU shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, GCSD shall not subcontract, assign or transfer this MOU or any part of it without the prior written consent of TSIRWMA, and TSIRWMA shall not subcontract, assign or transfer this MOU or any part of it without the prior written consent of GCSD.

Section 11: All notices which may be or are required to be given hereunder will be in writing, delivered by messenger or by United States certified or registered mail, postage prepaid, return receipt requested, and will be deemed received upon the date of delivery to the address of the party to receive such notice as set forth below, as evidenced by execution of the return receipt.

If to GCSD:       General Manager, GCSD  
                          PO Box 350  
                          Groveland, CA 95321

If to TSIRWMA: Administrator, Tuolumne Stanislaus Integrated Regional Water  
                          Management Authority  
                          PO Box 4394  
                          81 North Washington Street, Suite B, Sonora, CA 95370

The parties hereto have executed this Memorandum of Understanding.

GROVELAND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TUOLUMNE STANISLAUS INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Scope of Work

### **GCSD WORK PLAN:**

#### CEQA Documentation

Complete environmental review pursuant to CEQA for project. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

#### Permitting

Anticipated permits included a building permit for the filling station if applicable.

#### **Deliverables:**

- Permits as required

#### Design

Design for the water filling component station will be necessary prior to installation. Previously installed systems will be referenced for design ideas.

#### **Deliverables:**

- 100% Design Plans and Specifications

#### Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

#### Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement

- Award of Contract
- Notice to Proceed

Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

Construction

Construction activities are outlined below.

The proposed project will include the construction of one water filling station. Based on similar projects the region anticipates being able to install the station at a cost of approximately \$150,000. Previous stations for other projects consisted of an 8' x 8' CMU building with a metal roof. This would house the pump, filter stations meters, dispenser etc. to run the stations.

**Deliverables:**

- Photographic Documentation of Progress for fill station(s)

**GCSD BUDGET:**

<b>Budget Item</b>	<b>Cost Estimate</b>
CEQA Documentation	\$ 1,500
Permitting	\$ 2,000
Design	\$ 10,000
Project Monitoring Plan	\$ 1,000
Bidding and Contract Award	\$ 4,500
Construction	\$ 125,000
Construction Administration	\$ 6,000
<b>Total Budget Estimate</b>	<b>\$ 150,000</b>