



## SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 [www.gcsd.org](http://www.gcsd.org)

### AGENDA

March 31, 2020

4:30 PM

### LOCATION: TELECONFERENCE - SEE BELOW

### IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

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

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

#### HOW TO OBSERVE AND PARTICIPATE IN THE MEETING:

**Telephone:** Listen to the meeting live by calling Zoom at (253) 215-8782 or (301) 715-8592. Enter the Meeting ID# 279-281-953 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/j/279281953> if the line is busy.

**Computer:** Watch the live streaming of the meeting from a computer by navigating to <https://us04web.zoom.us/j/279281953> using a computer with internet access that meets Zoom's system requirements

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

#### HOW TO SUBMIT PUBLIC COMMENTS:

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

**Telephonic / Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. A short recess (generally less than 5 minutes) will take place during the time public comment is open to allow the comments to be collected. Please email your comments to [board@gcsd.org](mailto:board@gcsd.org), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

**ACCESSIBILITY INFORMATION:**

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

**PUBLIC RECORDS:**

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

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

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*Any person who has any questions concerning this agenda may contact the District Secretary.* In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)

**AGENDA**  
March 31, 2020  
4:30 PM

**Call to Order**

**Pledge of Allegiance**

**Roll Call of Board Members**

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

**1. Approve Order of Agenda**

**2. Public Comment**

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

**3. Discussion and Action Items**

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

- A. Report from the General Manager and Department Heads on GCSD response, concerns and needs related to the COVID-19 crisis
- B. Adoption of a Resolution 13-2020 Altering the Regular Meeting Location Due to a Local Emergency Caused by the Coronavirus (COVID-19) Pandemic
- C. Adoption of Resolution 10-2020 Approving Agreement with Bendix Electric and Capital Budget Amendment for the Repairs at Lift Station 11
- D. Adoption of Resolution 11-2020, Declaring an Emergency Related to COVID-19 and Temporarily Authorize Increased Authority for the General Manager
- E. Adoption of Resolution 12-2020 Authorizing the Waiver of Penalties and Interest Normally Charged on Delinquent Utility Accounts and to Prohibit Discontinuance of Water Service (Lock-off) During the COVID-19 Pandemic Emergency.

**4. Adjournment**

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March 31, 2020

PROMULGATION OF ORDERS AND REGULATIONS  
DUE TO A LOCAL EMERGENCY CAUSED BY THE CORONAVIRUS PANDMIC

To the Board of Trustees, Staff, and Residents of Tuolumne County:

Nothing is more important to us than the health of our employees and the community we serve. As you know, we are in a state of emergency, as established by the Governor on March 4 via Proclamation, and a local emergency, as established by the Tuolumne County Interim Health Director and Board of Supervisors on March 17, 2020. On March 19, 2020, the State Public Health Officer issued a shelter in place order which affects our entire service area and requires alterations to our normal business practices.

Under the Emergency Services Act, Government Code Section 8634, during a local emergency, a political subdivision may promulgate orders and regulations that are necessary to provide for the protection of life and property. As the General Manager, I have determined that our District provides Essential Governmental Functions because the water, sewer and fire protection/emergency response services provided are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities and Essential Business, as those terms are defined in the Public Health Order. Therefore, the District must remain operational, while still complying with social distancing requirements, and other requirements to the extent possible.

To that end, on March 18, 2020, the District developed the attached GCSD COVID-19 Plan (" Plan "). The Plan establishes alternative staffing schedules and locations or administrative staff, modified schedules for operations staff, and utility technicians, among other things. The Plan specifies the measures that will be used to ensure social distancing and maintain proper hygiene. These operational changes are being implemented to comply with Social Distancing Requirements in the Public Health Order.

The Plan also calls for the temporary closure of District facilities including the customer service lobby in the administrative office and Mary Laveroni Park facilities, to the public and imposes physical barriers to ensure essential services be delivered while maintaining proper distancing. Starting Thursday, March 19th, the District is transitioning to a focus on maintenance to support reliable services. Water and wastewater operations staff will continue routine system maintenance and inspection programs. Additionally, public information programs will continue online through social media and the District's website. Group staff meetings, training, and any scheduled public events are cancelled. Steps have been taken to ensure that staff are able to complete their work while maintaining appropriate social distancing. **The public can still contact District staff by calling (209) 962-7161** or submitting an email to [info@gcsd.org](mailto:info@gcsd.org). Information is being updated regularly on the GCSD website.

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The Plan may be updated from time to time as may be necessary to respond to changing federal, state and local orders and to implement best practices designed to ensure the public health. A copy of the Plan and other coronavirus related materials can be found on the District's website at [www.gcsd.org/covid19](http://www.gcsd.org/covid19).

We can all take actions to keep ourselves and others healthy. Please follow actions recommended by the WHO, CDC and Public Health Officer and use good judgment.

The Groveland Community Service District will continue to operate according to the Plan until further notice or there are changes in the orders from the County Public Health Officer to ensure the continued provision of Essential Governmental Functions while doing its part to help stop the spread of COVID-19.

Sincerely,

General Manager

Attachments :  
GCSO COVID-19 Plan (March 18, 2020 version)

## GCSD COVID-19 Plan as of March 18, 2020

1. All staff on site at the District office are interviewed for symptoms by supervisors and documentation produced on a daily basis per Tuolumne County Health Department requirements
2. Administrative staff will work at home as much as feasible, but may come to the office when strictly necessary. All calls to desk phones are being forwarded to staff cell phones, and staff is checking office voicemail daily. \*\*Note, new phone system being installed March 30, 2020.
3. Water and wastewater operations staff will continue to work in the laboratory and at the plants, but will implement social distancing measures, including:
  - a. Staffing will be reduced and staggered to the maximum extent possible to maintain services
  - b. Workstations or other individual equipment is cleaned with disinfecting wipes before and after use
  - c. Wiping down of shared equipment before and after use
  - d. For rooms that are too small to allow appropriate social distancing, only one staff member will work in the room at a time, and six to eight feet is being maintained for short term occupancy
  - e. Staff will wear gloves when working in shared areas, when in contact with tool and equipment and are cautioned to not touch their faces
  - f. Operators are directed to work remotely where possible to reduce contact with others and maintain services
  - g. Staff working in direct contact with wastewater will wear full respirators
4. Water and wastewater distribution and collection system operators will continue to work, but with the following measures to allow social distancing:
  - a. Staffing will be performing non-emergency tasks to the maximum extent possible and non essential customer service such as meter re-reads may be delayed.
  - b. Staggered shifts, as possible
  - c. Staff meetings held with adequate separation and with rotating shifts
  - d. The District has discontinued resident service requests, but will continue to accept resident reports of leaks and other problems and act accordingly
  - e. In the event of face-to-face contact with a resident, technicians will maintain a distance of at least 6'; non-essential interaction with residents will be avoided
5. Public access to the lobby at the District office has been discontinued. Access and contact between operations staff and the office have been transitioned to electronic, to the maximum possible.
6. Hand sanitizer stations provided in upstairs and downstairs lobbies and offices at District office
7. Disinfectant wipes are available for staff to use on their workstations, work vehicles, and other items

8. Staff are reminded to abide by other recommendations from the CDC and SMC Health, including washing hands frequently, not touching your face and staying home when sick
9. This plan will remain in effect until further notice or changes in orders from the County Public Health Officer or the Governor's office.

## RESOLUTION 10-2020

### DECLARATION OF THE BOARD PRESIDENT ALTERING THE REGULAR MEETING LOCATION DUE TO A LOCAL EMERGENCY CAUSED BY THE CORONAVIRUS PANDEMIC

**WHEREAS**, the Groveland Community Services District ("District") is an independent special district and the meetings of its legislative body are open and public in compliance with the legal requirements of the Ralph M. Brown Act (Government Code § 54950 *et seq.*); and

**WHEREAS**, due to the coronavirus pandemic, we are in a state of emergency, as established by the Governor on March 4, 2020 via Proclamation, and by the Tuolumne County Interim Health Officer and Board of Supervisors on March 17, 2020, via Resolution; and

**WHEREAS**, on March 19, 2020, the Governor issued Executive Order N-33-20 directing all individuals living in the State of California to stay home or at their place of residence, except as to maintain continuity of operations of specified critical infrastructure; and

**WHEREAS**, the Governor identified a list of Essential Critical Infrastructure Workers to help state, local, tribal and industry partners as they work to protect communities. This list includes critical government workers and identifies emergency services and utilities as necessary to maintain safety and sanitation; and

**WHEREAS**, on March 18, 2020, the District Manager promulgated certain rules and orders establishing alternative staffing schedules and work locations, temporarily closing District facilities to the public, and altering the public services provided in order to ensure social distancing and protect the life and property of the District, its employees, and the residents of Groveland and Tuolumne County; and

**WHEREAS**, it is necessary to continue to have meetings of the Board of Directors of the District in order to maintain the critical public health and safety services and operations provided; and

**WHEREAS**, Section 54954(a) of the Brown Act requires that the District specify its regular meeting time and place by ordinance, resolution or bylaws; and

**WHEREAS**, the District's regular meeting place has been established as the District's office located at 18966 Ferretti Rd in Groveland, and

**WHEREAS**, Government Code section 54954(e) and District Policy allow the Board President to designate an alternate location for the meetings to take place if, due to an emergency, it is unsafe to meet in the designated location; and



**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 which authorized meetings of local legislative bodies to be held by teleconference or other electronic means as long as notice is provided to the public and the meeting is made accessible in specified ways to allow the public to observe and participate; and

**WHEREAS**, it is my intent to allow the Board to continue to hold meetings in order to receive information, provide direction, and make decisions on behalf of the District while still complying with social distancing requirements during the pendency of this pandemic;

**NOW, THEREFORE**, on behalf of the District, I, Janice Kwiatkowski, President of the Board of Directors, hereby find and declare all of the following:

1. The above referenced recitals are true and correct and material to the adoption of this Declaration.
2. The District offices at 18966 Ferretti Rd, Groveland shall be temporarily closed to the public.
3. The regular meetings of the Board, and any and all other meetings of the District's legislative bodies that are subject to the Brown Act, may be held via teleconference or other electronic means, in the manner set forth in the sample agenda notice attached to this Declaration, which may be updated, from time to time, in the actual agenda notice for the meeting of the legislative body.
4. All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner set forth in the sample agenda notice attached to this Declaration, which may be updated, from time to time, in the actual agenda notice for the meeting of the legislative body.
5. This Declaration shall take effect immediately and shall remain in effect only during the period in which state or local public health officials have imposed or recommended social distancing measures.

This Declaration is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the Groveland Community Services District, its departments, officers, employees, contractors, or any other person.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Groveland Community Services District does hereby approve the modified meeting location.

**PASSED AND ADOPTED** by the Board of Directors of the Groveland Community Services District on March 31, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

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Jennifer L. Flores, Board Secretary

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Janice Kwiatkowski, Board President

**RESOLUTION 10-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND  
COMMUNITY SERVICES DISTRICT APPROVING AGREEMENT WITH BENDIX  
ELECTRIC AND CAPITAL BUDGET AMENDMENT FOR THE REPAIRS AT LIFT  
STATION 11**

**WHEREAS**, a tree fell on the Power Pole at Lift Station 11 in a storm causing severe damage;  
and

**WHEREAS**, Lift Station 11 has been running on a generator for the last 2 weeks; and

**WHEREAS**, the District has received an acceptable proposal for Lift Station 11 Power Pole  
Replacement, provided by Bendix Electric.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE  
GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** Approve Agreement with  
Bendix Electric and Capital Budget Amendment in the amount of \$9000 for the Repairs at Lift  
Station 11.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of Groveland  
Community Services District on March 31, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

ATTEST:

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Jennifer L. Flores, Secretary

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Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the  
Groveland Community Services District, do hereby declare that the foregoing Resolution  
was duly passed and adopted at a Special Meeting of the Board of Directors of the  
Groveland Community Services District, duly called and held on March 31, 2020.

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

## **GROVELAND COMMUNITY SERVICES DISTRICT PUBLIC WORKS CONTRACT**

This contract ("Contract") is effective as of \_\_\_\_\_, and is between the GROVELAND COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and \_\_\_\_\_, a ("Contractor"), collectively referred to as the "Parties."

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

District negotiated and approves by Purchase Order and/or Task Order the work involved in \_\_\_\_\_ ("Project"), which is more fully described in the Contract Documents.

The Board of Directors of District has authorized and delegated to the General Manager the authority to issue contracts for construction and maintenance work of less than \$45,000 in cost.

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

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

The General Manager has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

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

- 2.1 Notice of Project Work Scope and Request for Pricing
- 2.2 Approved Bid/Pricing Proposal
- 2.3 This Contract
- 2.4 Verification of California Contractor's License
- 2.5 Contractor's Certificate Regarding Workers' Compensation
- 2.6 Certificate(s) of Insurance
- 2.7 General Conditions/Specifications
- 2.8 Plans and Standard Drawings, if any
- 2.9 Prevailing Wage Scales
- 2.10 Approved and Consecutively Numbered Task Orders
- 2.11 Exhibit A, Compensation and Exhibit B – Insurance

**Section 3. The Work.**

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

**Section 4. Time to Perform the Work.**

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

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

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 For contracts greater than Five Thousand dollars (\$5,000), the District will withhold as retention five percent (5%) of all billings and the Compensation until final completion and acceptance of the Project Work.
- 5.6 Contractor may substitute securities meeting the requirements of Public Contract Code section 22300 for any money withheld by the District to ensure the performance under this Contract.
- 5.7 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later, in accordance with Public Contract Code section 20104.50. Federally funded projects will not have a five-percent retention.
- 5.8 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contractor prior to final payment by District.
- 5.9 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain the maximum amount allowable under California law.

**Section 6. Labor Code and Prevailing Wage Requirements.**

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.
- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.
- 6.4 No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- 6.5 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship

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Project

Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

- 6.8 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.
- 6.9 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

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

**Section 8. General Legal Compliance.**

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.
- 8.3 Contractor must maintain a valid California Contractor's License that is required for the Work on this Project throughout the term of this Contract.
- 8.4 Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from the District, and otherwise comply with Public Contract Code sections 4100 to 4113, as applicable.

**Section 9. Clayton and Cartwright Act Assignments.** In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have

CONTRACT



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

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

**Section 11. Indemnification.**

11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified party.

11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of

\_\_\_\_\_ Project

pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.

- 11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

#### **Section 12. Insurance.**

- 12.1 Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.
- 12.2 Pursuant to Labor Code section 1861, by signing this Contract and initialing hereunder the Contractor certifies that:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor's Initials: \_\_\_\_\_

#### **Section 13. Notice.**

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

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

CONTRACT

(Tel.) 209-962-7161

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
(Tel.) \_\_\_\_\_  
(Fax) \_\_\_\_\_

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

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

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
  - 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
  - 14.1.2 Contractor fails to complete the Work on time.
  - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
  - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
  - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
  - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.
  - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District,

District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

- ~~14.3 In event of any such termination, District will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give District written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, District may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to District for any and all excess costs or other damages incurred by District in completing the Work.~~
- 14.4 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- 14.5 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

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

**Section 16. General Provisions.**

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior

CONTRACT

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Project

to the execution of this Contract.

- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the United States Court for the Eastern District of California.

[Signatures on the following page.]

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

**GROVELAND COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Mr. Peter Kampa, General Manager

ATTEST:

\_\_\_\_\_  
Jennifer Flores, Board Secretary

**APPROVED AS TO FORM: LEGAL COUNSEL**

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title



**CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**EXHIBIT A**  
**COMPENSATION**

The total compensation under this Contract will not exceed:

ALTERNATE 1

If a Lump Sum Bid: "The sum of \$\_\_\_\_\_."

ALTERNATE 2

If a Unit Price Bid: "The total unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

ALTERNATE 3

If both Lump Sum and Unit Price Bid: "The sum of \$\_\_\_\_\_, and the amount due based upon the unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

**EXHIBIT B****INSURANCE**

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name District, its officials, employees and agents as "additional insureds" under the insurance coverage and must state that such insurance will be deemed "primary" such that any other insurance that may be carried by District will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

Coverage must be applicable to District for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by District. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by District. District reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days' advance written notice of such change. If such change results in substantial additional cost to Contractor, District and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to District for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the District Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by District. Such Certificates of Insurance and Endorsements must be in a form approved by District's legal counsel. Contractor must maintain current certificates and endorsements on file with District during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, District may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

**RESOLUTION NO. 11-2020**

**DECLARATION OF EMERGENCY AND RESOLUTION OF THE GROVELAND  
COMMUNITY SERVICES DISTRICT TO TEMPORARILY AUTHORIZE  
INCREASED AUTHORITY OF THE GENERAL MANAGER**

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (“COVID-19”); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as pertains to measures to control the spread of COVID-19; and

WHEREAS, on March 17, 2020, the Tuolumne County Health Officer and Board of Supervisors declared a public health emergency due to the COVID-19 pandemic; and

WHEREAS, the health, safety and welfare of Groveland Community Services District ("District") residents, businesses, visitors and staff are of utmost importance to the Board of Directors (“Board”), and additional future measures may be needed to protect the community; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 may require the District to divert resources from normal day-to-day operations and it may impose extraordinary requirements on and expenses to the District; and

WHEREAS, the District General Manager (“General Manager”) currently has spending authority within the approved budget, without prior Board approval in addition to limited authority to transfer funds within budget categories and approve expenses over the approved budget; and

WHEREAS, in the absence of Board action, strict compliance with certain District rules and ordinances could prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, after consideration of all the facts reasonably available for review at the present time, the Board of Directors finds it in the best interest of the District to authorize the increase in General Manager spending authority to expend \$50,000 over the approved budget amounts for appropriate response to COVID-19, and approves all acts necessary and appropriate to ensure the operation of the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Groveland Community Services District, as follows:

1. The Board of Directors declares a State of Emergency to exist in the Groveland CSD as a result of the threat of Novel Coronavirus 2019 (“COVID-19”).

2. The Board of Directors authorizes an increase in the General Manager's spending authority to \$50,000 over the approved budget.
3. The General Manager may take all actions necessary, proper, and appropriate in his/her reasonable discretion to ensure the operation of the District, the safety of employees, and the safety of the public, including, but not limited to reasonable deviations from Board adopted Ordinances, Resolutions, Policies, and Procedures. Any exercise of the General Manager's authority pursuant to this Resolution shall be reported to the Board within a reasonably prudent timeframe.
4. The District office is hereby closed for public access, and District playground and restrooms at Mary Laveroni Park closed for public safety.
5. The authority vested in the General Manager by this resolution will terminate by action of the Board and/or a declaration by the Governor that the State of Emergency has ended and the County Health Officer that the Public Health Emergency has ended and the County Emergency Services Director that the Local Emergency has ended.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Groveland Community Services District approves increased authority for the General Manager.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on March 31, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

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Jennifer L. Flores, Board Secretary

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Janice Kwiatkowski, Board President

#### **CERTIFICATE OF SECRETARY**

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was

duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on March 31, 2020.

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

**RESOLUTION 12-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND  
COMMUNITY SERVICES DISTRICT AUTHORIZING THE WAIVER OF  
PENALTIES AND INTEREST NORMALLY CHARGED ON DELINQUENT  
UTILITY ACCOUNTS AND TO PROHIBIT DISCONTINUANCE OF WATER  
SERVICE (LOCK-OFF) DURING THE COVID-19 PANDEMIC EMERGENCY**

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

**WHEREAS**, the measures implemented by the Governor of California to lessen and prevent the spread of COVID-19 may result in District customers facing difficulty or inability to pay utility accounts on time; and

**WHEREAS**, the District in an effort to help relieve its customers from receiving penalties and interest charges for late payments made for circumstances beyond their control will waive these fees during the COVID-19 Pandemic Emergency; and

**WHEREAS**, the District will also not disconnect customer's water services due to non-payment during the COVID-19 Pandemic Emergency.

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY** Approve Resolution 12-2020, a Resolution Authorizing the waiver of penalties and interest normally charged on delinquent utility accounts and to prohibit discontinuance of water service (lock-off) during the covid-19 pandemic emergency. This resolution shall be in effect until modified by the Board of Directors.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on March 31, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



ATTEST:

---

Jennifer L. Flores, Secretary

---

Janice Kwiatkowski, President - Board of Directors

**CERTIFICATE OF SECRETARY**

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on March 31, 2020.

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