



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSO Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** December 8, 2020

**SUBJECT:** Agenda Item 7B. Adoption of a Resolution Approving an Agreement to Establish a Joint Powers Authority for the Tuolumne County Fire Authority

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to adopt Resolution 54-2020 approving an Agreement to establish a Joint Powers Authority for the Tuolumne County Fire Authority.*

### **BACKGROUND:**

The Board of Directors in September and October 2020 reviewed draft agreements related to the formation of the proposed Tuolumne County Fire Authority. The final draft JPA agreement has been prepared and is included herein. This JPA is critical to secure a long term, reliable source of revenue to fund fire and emergency services. If formation of the JPA or special tax proposed for June 2021 ballot are unsuccessful, the JPA will no longer exist.

### **ATTACHMENTS:**

- Final Tuolumne County Fire Authority Joint Powers Agreement
- Resolution 54-2020

### **FINANCIAL IMPACT:**

There is no direct cost associated with approving or participating in the Fire JPA. The JPA is intended to serve as a public entity to place a special tax on the ballot in June 2021, which funding will be distributed to sustain fire and emergency services in the District and county. There will be future costs of administering the JPA the amounts of which are not currently known.

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR  
TUOLUMNE COUNTY FIRE AUTHORITY**

This Joint Exercise of Powers Agreement for Tuolumne County Fire Authority (“Agreement”) is entered into pursuant to Sections 6500 *et seq.* of the California Government Code, by and between the following local agencies: County of Tuolumne (“County”), City of Sonora (“City”), Groveland Community Services District (“GCSD”), Tuolumne Fire District (“Tuolumne FPD”), Jamestown Fire Protection District (“Jamestown FPD”), Columbia Fire Protection District (“Columbia FPD”), and Mi-Wuk-Sugar Pine Fire Protection District (“Mi-Wuk-Sugar Pine FPD”). “County,” “City,” and “Districts” are referred to in their individual capacities outside of this Agreement as “Local Agencies,” and are referred to for the purposes of participation in this Agreement individually as “Member” or collectively as “Members.”

**RECITALS**

**WHEREAS**, the more than 55,000 people living in Tuolumne County receive fire protection and emergency response services provided by multiple separate agencies and no single agency currently exists to coordinate those services or their funding; and

**WHEREAS**, the growing risk of wildfires in Tuolumne County does not respect jurisdictional boundaries and that risk needs immediate action and sustained commitment to better protect residents, homes, visitors and businesses; and

**WHEREAS**, the adequacy of fire suppression and prevention services and funding available to meet that risk also affects the cost of insurance which has added financial burden on residents and businesses; and

**WHEREAS**, efforts are needed to provide adequate funding in the short term and potentially coordinate and provide fire prevention and suppression services over the long-term; and

**WHEREAS**, each participating agency desires to form a Joint Powers Authority to maintain local services which are unique to each community and provide an additional funding mechanism to meet the growing safety risk and financial burden on the community.

**NOW, THEREFORE**, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the Members agree as follows:

**SECTION 1. Authority and Purpose**

- a. This Agreement is made under the authority of Sections 6500 through 6539.6, inclusive, of the California Government Code, among the Members.

- b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Members. This Joint Powers Authority is to be known as the Tuolumne County Fire Authority (“Authority”). Each Member individually has the statutory ability to provide fire suppression, protection, prevention and related incidental services, as well as the power to tax to fund such services. The purpose and intent of this Agreement is to jointly exercise the common taxing authority in the manner set forth herein. The Authority shall not have responsibility or duties set forth in this Agreement unless and until the tax measure is passed by the voters in a certified election.

## **SECTION 2. Term of Agreement**

This Agreement becomes effective upon the first date that all of the Members listed above have approved this Agreement at a public meeting (“Effective Date”). The Agreement shall remain in effect until it is terminated pursuant to Section 12.

## **SECTION 3. Membership**

- a. **Initial Membership.** To become an initial Member, a Local Agency must execute this Agreement and approve the Authority placing a tax measure to fund the authority, and fund fire prevention and suppression services in a special election in June 2021 (“Tax Measure”). A Local Agency geographically located in Tuolumne County that possesses fire management responsibilities must adopt a resolution of their governing board to become a participating signatory to this Agreement and Member of the Authority.
- b. **Successor Membership.** If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member’s fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency’s governing body.
- c. Should the Tax Measure fail to pass in a special election in June 2021, this Agreement is terminated and shall be of no further effect upon certification of the election results.

## **SECTION 4. Board of Directors and Officers**

- a. The Authority shall be governed by a Board of Directors (“Board”) comprised of elected officials or chief executive officers appointed by each Member. Each Member shall have one (1) director on the Board and one (1) alternate director. The term of office for each director and alternate shall correspond with the board director’s term of office on the legislative body he or she represents, or until such board director or alternate is removed by the legislative body making the appointment.
- b. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act, Government Code § 54950 et seq. and at a time, place and manner as determined by its bylaws. The Board shall hold two (2) regular meetings per month in February and March 2021, and thereafter, the Board shall hold at least two (2) regular meetings each year.

- c. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be forwarded to each member of the Board within thirty (30) days after each meeting. A majority of the membership of the Board will constitute a quorum authorized to conduct business on behalf of the Authority. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. All Board business shall be conducted pursuant to voting conditions set forth in Section 4(f)
- d. The Board shall elect, at its first meeting of each fiscal year, a chair and vice-chair, who shall act in the absence of the chair, and such other officers as the Board deems necessary. All officers shall serve a term of one (1) year from the date of their election or until their successors are elected. Officers may serve successive terms. The chair and vice-chair are authorized to execute all documents in the name of the Authority.
- e. Vacancies shall occur as provided for in the California Government Code for public officers. Vacancies shall be filled in the same manner as the initial appointment.
- f. **Voting.** For all votes conducted by the Board, a proposed motion subject to vote passes when a majority of the Directors present vote in favor of the motion.
- g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

**SECTION 5. Powers of the Authority**

- a. The Authority shall have all the necessary powers and authorities granted by law to exercise the common power to authorize taxes pursuant to Government Code Sections 50075 et seq., 53978, or any successor statutes, as approved by voters in a special election held in June 2021. No subsequent taxes or fees may be raised by the Authority without approval of Members.
- b. As necessary to carry out the authority in Section 5(a), the Authority may make and enter into contracts; incur debts, liabilities and obligations; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow the Authority flexibility in making fiscally sound staffing decisions.
- c. The Authority may exercise the powers permitted pursuant to Government Code section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, the Authority is entitled to invest any money in the treasury that is not required for the immediate necessities of the Authority.

- d. The Authority may do all things necessary and lawful to carry out the purpose of this Agreement.
- e. As required by Government Code Section 6509, one Member must be designated such that the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by that Member. The County of Tuolumne is designated as the Government Code Section 6509 public entity.

**SECTION 6. Funding**

- a. The Board shall adopt an annual budget for the Authority’s activities (“Administrative Costs”) within ninety (90) days of the date the Elections Office certifies the successful passage of the Tax Measure proposed concurrently with this Agreement to fund this Authority, and by June 1 of each succeeding year.
- b. The Members, in the exercise of the reasonable discretion of their governing bodies, may provide support for the Authority, including but not limited to the following Administrative Costs: information technology (IT) support services, services for the legal advisor, treasurer, or auditor-controller, human resources services, for direct and indirect cost of such services and support, supplies, equipment, printing and postage. Unless otherwise agreed, the Authority shall reimburse a Member which provides support for the Authority.
- c. The Tax Measure proceeds, after deduction of the Administrative Costs of the Authority, shall be allocated to each Member in proportion to revenue raised in each Member’s respective tax rate areas. Members must certify that the Tax Measure proceeds are used for provision of fire emergency response, prevention and suppression services.

**SECTION 7. Exemptions**

The Authority shall be responsible for technical tax adjustments, consistent with the ballot measure. Whenever possible, the Authority must defer to reasonable requests from the Tuolumne County Auditor to accommodate exemptions for parcels that are roads or creek beds, as wells as split parcels ineligible for an assessor parcel combination solely because the parcels are not in the same tax rate area.

**SECTION 8. Designation and Duties of Treasurer and Auditor**

- a. The Treasurer of the Authority shall be the Tuolumne County Treasurer and shall serve as the depository and have custody of all Authority funds and shall comply with the requirements of Government Code section 6505.6.
- b. The Auditor and Controller of the Authority shall be the Tuolumne County Auditor.
- c. The Auditor shall maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections

6505, 6505.1, 6505.5 and 6505.6. The Auditor shall file an official bond with the authority in the amount set by resolution of the Board.

- d. The Auditor, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, shall give a complete written report of all financial activities for such fiscal year to the Members.

#### **SECTION 9. Debts and Liabilities**

As permitted pursuant to Government Code Section 6508.1, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member may agree.

#### **SECTION 10. Insurance and Indemnification**

The Authority shall acquire such insurance protection as is needed to protect the interests of the Authority and the Members. The Authority may use self-insurance and may contract with a Member for insurance services. The Authority shall defend and indemnify and hold harmless the Members and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

#### **SECTION 11. Privileges, Immunities and Other Benefits**

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions shall apply to the same degree and extent while engaged in the performance of any of their functions and duties for the Authority.

#### **SECTION 12. Termination; Disposition of Assets**

- a. Should the Tax Measure to be placed on the ballot at a special election in June 2021 fail to pass or is subsequently repealed, this Agreement is terminated and shall be of no further effect upon certification of the election results.
- b. In accordance with Government Code Section 6512, upon termination of this Agreement, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to the contributions made by the taxpayers of each Member's jurisdiction. Any other property of the Authority shall be divided among the Members in such manner as shall be determined by the Authority in accordance with California law.

- c. If the Tax Measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

**SECTION 13. Severability**

If any provision of the Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

**SECTION 14. No Rights to Third Parties**

All of the terms, conditions, rights and duties provided for in the Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

**SECTION 15. Notices**

Notices to Members under this Agreement shall be sufficient if delivered to the County Administrator, City Administrator or chief secretarial officer of the Member, or to any other person designated in writing by the Member.

**SECTION 16. Prohibition Against Assignment**

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest or assets under this Agreement.

**SECTION 17. Amendments**

This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

**SECTION 18. Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. Any such agreements merge into this Agreement.

**SECTION 19. Filing with Secretary of State**

The Authority shall prepare and file, within thirty (30) days of the effective date of this Agreement, a notice of agreement and a copy of this Agreement with the office of the California

Secretary of State and a copy of this Agreement the California State Controller's Office, pursuant to California Government Code sections 6503.5 and 6503.6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date of approval by the public agencies that are parties hereto. This Agreement shall be executed in counterparts.

COUNTY OF TUOLUMNE:

By: \_\_\_\_\_  
Sherri Brennan, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Heather Ryan  
Clerk of the Board of Supervisors

Approved as to legal form:

\_\_\_\_\_  
Sarah Carrillo  
County Counsel

CITY OF SONORA:

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to legal form:

\_\_\_\_\_  
City Attorney

GROVELAND COMMUNITY SERVICES DISTRICT:

By: \_\_\_\_\_  
Janice Kwiatkowski, Board President

Attest:

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

Approved as to legal form:

\_\_\_\_\_  
Daniel Schroeder, District General Counsel

TUOLUMNE FIRE DISTRICT:

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

Attest:

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

JAMESTOWN FIRE PROTECTION DISTRICT:

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

Attest:

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

COLUMBIA FIRE PROTECTION DISTRICT:

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

Attest:

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

MI-WUK - SUGAR PINE FIRE PROTECTION DISTRICT:

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

Attest:

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

## **RESOLUTION 54-2020**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING AN AGREEMENT TO ESTABLISH A JOINT POWERS AUTHORITY FOR THE TUOLUMNE COUNTY FIRE AUTHORITY**

**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 more than 55,000 people living in Tuolumne County receive fire protection and emergency response services provided by multiple separate agencies and no single agency currently exists to coordinate those services or their funding; and

**WHEREAS**, the growing risk of wildfires in Tuolumne County does not respect jurisdictional boundaries and that risk needs immediate action and sustained commitment to better protect residents, homes, visitors and businesses; and

**WHEREAS**, the adequacy of fire suppression and prevention services and funding available to meet that risk also affects the cost of insurance which has added financial burden on residents and businesses; and

**WHEREAS**, efforts are needed to provide adequate funding in the short term and potentially coordinate and provide fire prevention and suppression services over the long-term; and

**WHEREAS**, the Board of Directors is presented for its consideration and acceptance a Joint Exercise of Powers Agreement authorizing the Groveland Community Services Districts participation in the Tuolumne County Fire Authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT as follows:**

- 1. Join the Joint Exercise of Powers Agreement to create the Tuolumne County Fire Authority; and**
- 2. Authorize the Board President, Janice Kwiatkowski of the Groveland Community Services District to sign the Joint Exercise of Powers Agreement; and**
- 3. Request that the Tuolumne County Fire Authority place a parcel tax measure on a ballot and call a special election to be scheduled for June 2021 for voter approval.**

**PASSED AND ADOPTED** at a regular meeting of the Groveland Community Services District on December 8, 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 Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 8, 2020.

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