

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF TUOLUMNE  
AND  
THE CITY OF SONORA  
AND  
THE COLUMBIA FIRE PROTECTION DISTRICT  
AND  
THE JAMESTOWN FIRE PROTECTION DISTRICT  
AND  
THE GROVELAND COMMUNITY SERVICES DISTRICT  
AND  
THE MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT  
AND  
THE STRAWBERRY FIRE PROTECTION DISTRICT  
AND  
THE TUOLUMNE FIRE DISTRICT  
AND  
THE TWAIN HARTE COMMUNITY SERVICES DISTRICT**

**FOR**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY STAFFING FOR  
ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made jointly and entered into this \_\_\_\_ day of March 2019 by and between the County of Tuolumne (County), City of Sonora (City), Columbia Fire Protection District (CFPD), Jamestown Fire Protection District (JFPD), Groveland Community Services District (GCSD), Mi-Wuk Sugar Pine Fire Protection District (MWSPFPD), Strawberry Fire Protection District (SFPD), Tuolumne Fire District (TFD), and the Twain Harte Community Services District (THCSD), collectively known as "the Parties."

**WITNESSETH:**

WHEREAS, the Parties desire to apply for a Regional Volunteer Recruitment and Retention Grant through the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for funding to the Parties to assist in increasing the number of firefighters to help the Parties to meet industry minimum standards and attain appropriate staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments; and

WHEREAS, the objective of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards; and

WHEREAS, local fire departments accomplish this by improving staffing and deployment capabilities so they may more effectively and safely respond to emergencies; and

WHEREAS, with enhanced volunteer firefighter levels, the Parties should experience a reduction in response times and an increase in the number of trained personnel assembled at an incident scene to help meet National Fire Protection Association (NFPA 1710/1720 standards) who are capable of initiating the suppression response; and

WHEREAS, ultimately, the Parties should achieve more efficient responses and safer incident scenes, thereby ensuring communities have improved protection from fire and fire-related hazards; and

WHEREAS, the SAFER Recruitment and Retention of Volunteer Firefighters grant is to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response; and

WHEREAS, the Grant period of performance will be between 12 and 48 months for all grants awarded under the Recruitment and Retention of Volunteer Firefighters Grant; and

WHEREAS, the projected period of performance start date is July 1, 2019 and projected end period of performance end date is between June 30, 2020 to June 30, 2023; and

WHEREAS, the Grant recipients are not required to contribute a cost share or match; and

WHEREAS, the application submission deadline is March 22, 2019 at 5:00 p.m.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

**1. PURPOSE**

The purpose of this MOU is to establish a mutual understanding for the application and administration of the FEMA Staffing for Adequate Fire and Emergency Response Grant to all involved Parties.

**2. TERM**

This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory Parties.

### **3. COUNTY'S RESPONSIBILITIES**

- Submitting the application, disbursement of funds, and management of the grant
- Issue joint press releases
- Submit reports as required by FEMA
- Maintain records and substantiation of all reimbursements requested
- Follow all requirements and restrictions set forth in the FEMA Notice of Funding Opportunity

### **4. FIRE DISTRICT/AGENCY RESPONSIBILITIES**

- Provide requested information needed to submit application prior to deadline
- Provide requested information for quarterly, semi-annual, close-out, and any additional reporting requirements
- Maintain records and substantiation of all reimbursements requested
- Follow all requirements and restrictions set forth in the FEMA Notice of Funding Opportunity

### **5. TERMINATION**

Any party to this MOU may withdraw from participation, at any time, by serving a 60-day notice in writing to all of the other parties. The termination by one or more of the parties of its participation in this MOU shall not affect the operation of this MOU as between the other parties hereto.

### **6. NON-ASSIGNMENT**

No entity to this MOU shall assign, transfer, or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Parties.

### **7. RECORDS**

All Parties subject to this MOU shall maintain records of purchases in sufficient detail to permit an evaluation and audit by any of the Parties or FEMA. All such records shall be made available during normal business hours to authorized representatives of the County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

### **8. COMPLIANCE WITH LAWS/POLICIES**

The Parties shall comply with all applicable rules and regulations set forth by the Federal Emergency Management Agency and any subsequent reporting requirements as directed by the Federal Government.

## **9. NON-DISCRIMINATION**

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

## **10. RELATIONSHIP OF PARTIES**

It is understood that this is a Memorandum of Understanding by and between nine (9) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association but is a reflection of their mutual desire to preserve and protect life and property to residents and visitors through professional level emergency response, fire prevention, and education within their respective jurisdictional boundaries by increasing the recruitment and retention of volunteer firefighters.

## **11. NO THIRD-PARTY BENEFICIARIES**

The Parties agree it is their specific intent that no other person or entity shall be a party to or a third-party beneficiary of this MOU or any attachment or addenda to this MOU.

## **12. INDEMNIFICATION**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

## **13. NOTICE**

Any and all notices, reports or other communications to be given to the Parties shall be given to the persons representing the respective parties at the following addresses or through email to their current Fire Chief or designee:

**COUNTY OF TUOLUMNE**  
Tuolumne County Fire  
Department  
County of Tuolumne

18440 Striker Court  
Sonora, CA 95370  
Phone (209) 533-5100

**CITY OF SONORA**  
City of Sonora Fire Department  
201 S. Shepherd St.  
Sonora, CA 95370  
(209) 532-7432

**COLUMBIA FPD**  
11328 Jackson St.  
Columbia, CA 95310  
(209) 532-3772

**JAMESTOWN FPD**  
18440 Striker Court  
Sonora, CA 95370  
(209) 533-5100

**GROVELAND CSD**  
PO Box 350  
Groveland, CA 95321  
(209) 962-7891

**MI-WUK SUGAR PINE FPD**  
PO Box 530  
Mi Wuk Village, CA 95346  
(209) 586-5256

**STRAWBERRY FPD**  
PO Box 85  
Strawberry, CA 95375  
(209) 965-3513

**TUOLUMNE FIRE DISTRICT**  
18690 Main Street  
Tuolumne, CA 95379  
(209) 928-4505

**TWAIN HARTE CSD**  
PO Box 447  
Twain Harte, CA 95383  
(209) 586-4800

#### **14. PUBLIC RECORDS ACT**

Parties are aware that this MOU and any documents provided to the Parties may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of a Party to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Parties agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

#### **15. ENTIRE AGREEMENT AND MODIFICATION**

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by all parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

#### **16. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## **17. DISPUTES**

The Parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the Parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## **18. CAPTIONS**

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

## **19. COUNTERPARTS**

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **20. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## **21. CONTROLLING LAW**

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

## **22. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements

of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

*[signatures follow on next page]*

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

<b>COUNTY:</b>	<b>CITY OF SONORA:</b>
Karl Rodefer, Board Chairman	Tim Miller, City Administrator
<b>COLUMBIA FIRE PROTECTION DISTRICT:</b>	<b>JAMESTOWN FPD:</b>
	Robert Hickey, Board Chairman
<b>GROVELAND COMMUNITY SERVICES DISTRICT:</b>	<b>MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT:</b>
<b>STRAWBERRY FIRE PROTECTION DISTRICT:</b>	<b>TUOLUMNE FIRE DISTRICT:</b>
<b>TWAIN HARTE COMMUNITY SERVICES DISTRICT:</b>	
<b>APPROVED AS TO LEGAL FORM:</b>	
Carlyn M. Drivdahl, Deputy County Counsel	



NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve Resolution 2019-10.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on March 12, 2019, by the following vote:

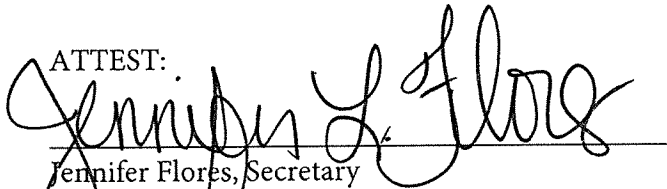
AYES: Directors Armstrong, Edwards, Kwiatkowski, Mora, and Swan

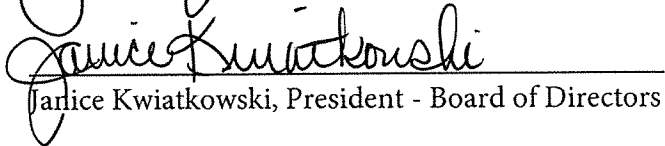
NOES:

ABSTAIN:

ABSENT:

ATTEST:

  
Jennifer 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 Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on March 12, 2019.

DATED: March 12, 2019