



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCS D Board of Directors

**FROM:** Jennifer Flores, Administrative Services Manager

**DATE:** August 9, 2022

**SUBJECT:** Agenda Item 6G: Adoption of the Resolution Approving a Memorandum of Understanding with the County of Tuolumne for the Use of Alert and Warning Systems Including Sirens and Outdoor Audible Alerts

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### **RECOMMENDED ACTION:**

Staff recommends the following action:

*I move to Adopt Resolution 38-2022 approving a Memorandum of Understanding with the County of Tuolumne for the use of alert and warning systems including sirens and outdoor audible alerts.*

### **BACKGROUND:**

During the Board's February 2021 regular board meeting, the issue of emergency alerts and public warnings was raised in public comment. Due to Board member and public interest in this item as it relates to fires and evacuations, the further discussion of sirens was placed on the March 9, 2021 Board agenda for public discussion and where the following action was taken:

*Director Kwiatkowski moved, seconded by Director Mora and the motion passed unanimously by roll call to support the concept of the applicability, functionality and logistics related to the potential installation of emergency warning sirens within the District' boundaries.*

On July 13, 2021, the District was approached by Tuolumne County Supervisor Anaiyah Kirk with a request to partner on the installation of an emergency alert siren in Groveland on District property. With the offer for the no-cost installation of an audible alert siren on GCS D property and request from Supervisor Kirk for immediate action by the District, management accepted the offer with the condition that the details of the operation of the siren was to be amicably worked out with the County Sheriff. Currently, Tuolumne County OES will be finalizing an Alert & Warning Plan in cooperation with the Sheriff. This matter was further discussed publicly at the Board's November 15, 2021 regular meeting. The agenda submittals for both above referenced meetings are included for reference.

Tuolumne County OES and County Counsel have prepared the draft Memorandum of understanding, attached, that details the responsibilities of the parties in operation and maintenance of the siren systems. Approval of the MOU is necessary for the District siren to be included in the county emergency alert system.

### **FINANCIAL IMPACT**

As the siren is already installed and functional, there will be minimal additional expense to work out the remote communication details. The site is already maintained regularly and the cost of

maintenance of the new siren is negligible. It should be understood that additional work will certainly be required to evaluate siren coverage throughout all areas of GCSD and the cost/logistics associated with expansion of the system. It is unknown at this time how the studies and future installations will be funded.

**ATTACHMENTS**

1. March 9, 2021 and November 15, 2021 Board meeting agenda submittals
2. Draft MOU with Tuolumne County for Operation of the Siren
3. Resolution 38-2022



## **BOARD MEETING AGENDA SUBMITTAL**

**TO:** GCSO Board of Directors

**FROM:** Pete Kampa, General Manager

**DATE:** March 9, 2021

**SUBJECT:** Agenda Item 6D. Board Direction Regarding the District Participation in Emergency Siren Systems Providing Evacuation Notifications

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### **RECOMMENDED ACTION:**

*Board direction is requested regarding interest in GCSO management and fire department staff further evaluating the applicability, functionality and logistics related to the potential installation of emergency warning sirens.*

### **BACKGROUND:**

At our February 2021 board meeting, there was significant discussion about potential opportunities to improve notification to residents and visitors residents during emergencies. This item was placed on this agenda to give the board an opportunity to have a robust public discussion about this topic and the district's role, if any.

Should the Board direct staff to proceed with further evaluation of siren or warning system installation, an addition to the approved Management Objectives should be made to reflect the additional work,

### **ATTACHMENTS:**

None.

### **FINANCIAL IMPACT:**

No direct expenditures at this time, other than staff time to perform research and coordination.



**TO: GCSB Board of Directors**

**FROM: Peter Kampa, General Manager**

**DATE: November 15, 2021**

**SUBJECT: Item 4F. Discussion and Update Regarding the Status of the  
Emergency Warning Sirens System**

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**RECOMMENDED ACTION:**

This item is intended for information only, and potential Board direction. Should the Board desire to take action on this project, it is recommended that the item be placed on the appropriate regular meeting agenda.

**BACKGROUND:**

The District has allowed a local nonprofit organization named Tuolumne Safe access to its Tank 2 site for the installation of an emergency warning siren, similar to that used by the Twain Harte Fire Department, and planned by several others. Local fundraising proceeds collected by Miner's Mart and others were used by Tuolumne Safe for the purchase and installation of the siren. District management was assured that the logistics of siren operation were supported and being worked out by the County Sheriff. It was determined shortly after the commitment to use Tank 2, that the County Sheriff was not as far along in his support of the sirens as it had been presented to management in the beginning.

The logistical details surrounding the implementation of a county wide emergency warning siren system continue to be discussed at the head level of county leadership. There is currently much expressed concern and many questions that still need to be answered before a system can be constructed and put in use. The Tuolumne County Fire Safety Advisory Committee recently voted to recommend to the Board of Supervisors on November 2, 2021 a cease and desist order related to continued warning siren installations until such time as the operational and logistical details are worked out.

Other than the individual questions and concerns from leadership who represent certain factions within the county, Tuolumne County Sheriff Bill Pooley's are the ones that need to be addressed first as his office is the legally responsible agent for managing and running an emergency notification system. Sheriff Pooley has expressed concern with having the staff resources to implement and manage such a system, the proper training of his staff to operate the system, the specific needs of each part of the county, what residents and tourist are supposed to do once alarms are sounded, theft and vandalism of equipment, and if money could be better spent on enhancing existing and more modern emergency notification system.

The District continues to participate and cooperate with this process as an enhanced emergency warning system in some acceptable form will be very beneficial to the community. The district has also considered the use of the siren in its emergency action plan for wastewater reservoir 2, in the event the dam was ever to fail and notification of downstream properties was necessary. Of course, the details of that need to be worked into the operating protocol as well.

**RESOLUTION 38-2022**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF TUOLUMNE FOR THE USE OF ALERT AND WARNING SYSTEMS INCLUDING SIRENS AND OUTDOOR AUDIBLE ALERTS**

**WHEREAS**, following recent wildfires and associated community evacuations, the local public expressed concern for public safety and interest in means to improve emergency communications during emergency events; and

**WHEREAS**, the District Board of Directors on March 9, 2021 and November 15, 2021 received public input, discussed and directed management to take an active role in the planning and deployment of an improved emergency alert system in cooperation with the County Sheriff; and

**WHEREAS**, an audible alert siren was installed by the Tuolumne Safe non-profit at the District owned Jones Hill Tank site; and

**WHEREAS**, the Tuolumne County OES and Sheriff are preparing and Alert & Warning Plan to detail how the sirens will be operated as part of the County Emergency Notification and Communications Plans; and

**WHEREAS**, the County has prepared a Memorandum of Understanding to detail the roles and responsibilities related to the operation of the audible alert siren on District property, which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT** to adopt Resolution 38-2022 approving a Memorandum of Understanding with the County of Tuolumne for the use of alert and warning systems including sirens and outdoor audible alerts.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF GROVELAND COMMUNITY SERVICES DISTRICT** this 9th day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

APPROVE:

\_\_\_\_\_  
Spencer Edwards, Board President

ATTEST:

\_\_\_\_\_  
Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 9, 2022.

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF TUOLUMNE  
AND  
[INSERT AGENCY NAME]  
FOR  
USE OF ALERT AND WARNING SYSTEMS, INCLUDING SIRENS OR  
OUTDOOR AUDIBLE ALERTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Tuolumne, (“County”), and the [INSERT AGENCY NAME], (“Agency”).

**PURPOSE AND SCOPE:**

This MOU is intended to establish and clarify the roles and responsibilities of the County and Agency related to the Emergency Outdoor Audible Alerts/Sirens (Alarm) located on a portion of Agency’s land known as (INSERT address or APN) (“Property”), as the Property is depicted on Exhibit “A”, attached hereto and made a part hereof.

WHEREAS, Agency is a (INSERT description of agency) and County is a political subdivision of the State of California; and

WHEREAS, the California Emergency Services Act (as set forth in the Government Code) established the Office of Emergency Services (“OES”) and directed OES to develop guidelines for alerting and warning the public of an emergency, including utilizing multiple forms of alerts; and

WHEREAS, County is responsible for and has established an Emergency Services Program as set forth in the Tuolumne County Ordinance Code, Chapter 2.40.80 to oversee and coordinate disaster preparedness and response measures within the County; and

WHEREAS, County is responsible for alerting, warning and evacuation in the unincorporated areas of the County, including oversight and coordination of alert and warning systems used within the County in order to ensure consistent application of alert and warning systems; and

WHEREAS, Agency has installed an alert and warning system on its Property by installing a siren; but the operation and testing of the alarm/siren falls under the County’s responsibility;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows: The Agency owns the Alarm and all

appurtenances now constructed or constructed in the future, and the County shall not claim, now or in the future, any property right or title to the alarm, its appurtenances or the Property. The Agency understands it does not have authority to issue the alarm/siren unless the County has directed it to do so. The Parties further agree to perform their obligations as set forth in this MOU and outlined below.

1. **TERM**

This MOU shall become effective as of the date first written above and continue for one (1) year. The parties may renew the MOU annually by written agreement.

2. **COUNTY'S RESPONSIBILITIES**

- a. Operate the Alarm as required for emergency response activities.
- b. Coordinate with District to test the Alarm to assure the continued operation of the alarm and appurtenances will satisfy County requirements.
- c. Perform community outreach in coordination with District, as deemed appropriate to ensure the public understands proper response to the Alarm.
- d. Provide District with reasonable notice for any access or testing or operation to be performed by County. In the event that notification cannot be provided, County shall provide notification as soon as is practicable after the site is accessed.

3. **AGENCY'S RESPONSIBILITIES**

- a. Construct, or cause to be constructed, any upgrades, improvements, or modifications necessary for the compliance of the Agency with Federal, State, and local laws and regulations.
- b. Provide the County with any and all plans and specifications, including studies performed related to the operation of the Alarm.
- c. Provide the Sheriff's Office and the Office of Emergency Services with the mechanism to operate the Alarm (i.e. link to the system, etc.)
- d. Perform maintenance and inspection of the alarm/siren and appurtenances as necessary for the continued reliable operation of the alarm/siren. Agency understands and acknowledges that if the Alarm is not maintained in operable condition, the County will not utilize it.
- e. Provide access for testing and operation of the alarm/siren and appurtenances to the County at all reasonable times.
- f. Provide reasonable notice to the County of any Agency activities that impact the maintenance, operation or access to the alarm/siren.

- g. District shall not activate or test the system unless expressly requested by the Tuolumne County Sheriff's Office and or Tuolumne County Office of Emergency Services.
- h. Coordinate with the County to provide education and outreach to the community to ensure the public understands proper response to the Alarm.

#### 4. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

#### 5. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

#### 6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of 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.

#### 7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations and laws as set forth by federal, state or local government.

#### 8. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) 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.

#### 9. NO THIRD PARTY BENEFICIARIES

The County and Agency 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 and attachment or addenda to this MOU.

#### 10. 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.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

[INSERT CONTACT INFO]

COUNTY:

Office Of Emergency Services  
County of Tuolumne  
2 South Green Street  
Sonora, CA 95370  
Fax: (209) 533-\_\_\_\_\_

12. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County 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 the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. 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 both 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.

14. 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.

15. LIMITATIONS OF MOU

This MOU is not intended, and does not, create any right or benefit, substantive, contractual or procedural, enforceable at law or in equity, by any party against one another, or its officials, employees, or agents. Nothing in this MOU may be construed to obligate the parties to any current or future expenditure of resources. This MOU does not obligate any funds of either of the parties.

16. 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.

#### 17. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

#### 18. 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.

#### 19. CONTROLLING LAW

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

#### 20. 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 on following page.

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

COUNTY:

<b>COUNTY:</b>	<b>[INSERT AGENCY NAME]:</b>
Tracie Riggs, County Administrative Officer	[INSERT NAME], [INSERT TITLE]
<b>APPROVED AS TO LEGAL FORM:</b>	
Sarah Carrillo , County Counsel	



Ferretti Rd

Jones Hill Ct

Jones Hill Ct

Muel

Ferretti Rd