



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Andy Murphy, Fire Chief

DATE: January 12, 2021

SUBJECT: Agenda Item 6D. Adoption of a Resolution Authorizing an Memorandum of Understanding with Tuolumne County Fire Department to Submit a Joint Grant Application to the Sonora Area Foundation for Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units

RECOMMENDED ACTION:

Staff recommends the following action:

I move to adopt Resolution 02-2021 Authorizing an Memorandum of Understanding with Tuolumne County Fire Department to Submit a Joint Grant Application to the Sonora Area Foundation for Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units at a cost of \$13,845.16 and approve the General Manager to sign any related documents.

BACKGROUND:

The Tuolumne County Fire Department (TCFD) and Groveland Community Services District (GCS D) request to apply for a \$13,845.16 grant from the Sonora Area Foundation to be utilized for the purchase of three Rapid Intervention Team (RIT) Pack Fast Attack Emergency Air Supply units to be used on emergencies within Tuolumne County such as structure fires and hazardous materials incidents. If awarded, these RIT Packs will be assigned to three career-staffed Type I fire engines around Tuolumne county: TCFD Engine 761 in Jamestown, TCFD Engine 511 in Mono Village, and GCS D Engine 781 in Groveland. Combined, these three engines respond to over 4,200 incidents each year.

The RIT-Pack Fast Attack offers a small, lightweight, and compact solution for rapid entry and air replenishment to a firefighter in distress. Developed with speed and efficiency in mind, the RIT-Pack Fast Attack provides an intuitive design enabling RIT crews to focus on locating and assessing the downed firefighter. The 60-minute, 4500 psi bottle will allow up to 60 minutes of available air to victims and rescuers. Once rescuers reach the downed firefighter, they will be able to use this RIT-Pack to supply fresh air to the injured or trapped firefighter. After action reviews have shown that, on average, it takes twelve firefighters 21 minutes to rescue one trapped or injured firefighter from a burning building.

If awarded this grant by the Sonora Area Foundation, a truly vital life-saving piece of equipment will be available to all fire agencies throughout the county at nearly every structure fire and hazardous materials incident.

ATTACHMENTS:

1. Memorandum of Understanding between the County of Tuolumne and the Groveland Community Services District for the purchase of Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units.
2. Resolution 02-2021

FINANCIAL IMPACT:

The cost to purchase the RIT Packs are \$13,845.16. If we are successful in receiving this grant, staff would come back to your Board to request the appropriate budget changes to reflect the amount of the grant revenue and portion of the expense to GCSD.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE GROVELAND COMMUNITY SERVICES DISTRICT
FOR
SONORA AREA FOUNDATION GRANT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this day ____, by and between the County of Tuolumne, (“County”) and the Groveland Community Services District, (“GCSD”).

WITNESSETH:

WHEREAS, the County and GCSD (“Partner Agencies”) have formed a working committee and developed a course of action to achieve the goals and objectives of the Sonora Area Foundation (SAF) Grant; and

WHEREAS, the Partner Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the SAF Grant Program; and

WHEREAS, the Partner Agencies have agreed to submit a SAF Grant Program application for Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units; and

WHEREAS, the County has been selected through this MOU to be the lead agency to file a SAF Grant application on behalf of the Partner Agencies; and

WHEREAS, the County has been selected through this MOU to administer any SAF Grant Program award and agrees to be the lead agency responsible for the administration of the grant, including asset accountability and reporting requirements for those assets acquired under the grant in the event of award; and

WHEREAS, the County agrees to serve as the lead agency for the procurement and disbursement of all equipment received through the SAF Grant Program.

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 allow the Partner Agencies to participate in a SAF Grant award in the event of approval of the application.

2. TERM

This MOU shall become effective as of the date first written above and shall continue in full force and effect until December 31, 2021 in the event the grant is not awarded or for

a period of five years after official closeout of the grant agreement in the event the grant is awarded.

3. COUNTY'S RESPONSIBILITIES

- a. The County will serve as the lead agency to submit a SAF Grant Program application and serve as grant administrator for the Partner Agencies in the event of award.
- b. Pursuant of the SAF Grant Program guidelines, all items approved under the application will be procured and administered through the County in the event of award.
- c. County agrees, as lead agency, to provide accountability for the assets acquired under the SAF Grant Program award and provide reporting requirement deliverables. As such GCSO agrees to provide the County with the required information and documentation on a timely basis to remain in compliance with the requirements of the grant.

4. GCSO'S RESPONSIBILITIES

- a. GCSO agrees to accept the SAF Grant Program award and accept their respective items as listed in the SAF Grant Program application in the event of award.
- b. In the event of a reduced award, GCSO agrees to accept this reduced amount and provide 1/3 of the total cost on the reduced award amount of their approved items.
- c. Any expenditure beyond the grant award for GCSO's approved item(s) remains the sole responsibility of GCSO.
- d. GCSO agrees to allow the County to procure and distribute their respective assets if awarded under the SAF Grant Program.
- e. GCSO agrees to participate in cooperative training on all equipment procured under this grant award as appropriate. As lead agency, training will be coordinated through the County.
- f. GCSO agrees to maintain/repair all items awarded to them under the application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant. This clause shall survive the termination or expiration of this MOU.
- g. GCSO agrees to promptly provide any additional documentation to the County as requested, that may be necessary in connection with this grant. This clause shall survive the termination or expiration of this MOU.

5. TERMINATION

GCSD may terminate its participation in this MOU upon the giving of thirty (30) days' advance written notice to the other parties of its intention to terminate. The County may terminate this MOU upon the giving of thirty (30) days' advance written notice to the other parties of its intention to terminate.

6. NON-ASSIGNMENT

No 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 parties.

7. 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 the Partner Agencies, 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 SAF Grant Program and any subsequent reporting requirements as directed by the State.

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 MOU by and between 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.

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:

GCS D:

Groveland Community Services District
18966 Ferretti Road
Groveland, CA 95321
Phone: (209) 962-7161 Fax: (209) 962-4943
EIN 94-1701547

COUNTY:

Tuolumne County Fire Department
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Phone: (209) 533-5100
Fax: (209) 533-5503
EIN 94-6000547

14. PUBLIC RECORDS ACT

GCS D 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 GCS D 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.

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.

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

COUNTY: <hr/>	GROVELAND COMMUNITY SERVICES DISTRICT: <hr/>
Tracie Riggs, County Administrator	Peter Kampa, General Manager
APPROVED AS TO LEGAL FORM: <hr/>	
Cody Nesper, Deputy County Counsel	

RESOLUTION 02-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AUTHORIZING AN MEMORANDUM OF UNDERSTANDING WITH THE TUOLUMNE COUNTY FIRE DEPARTMENT TO SUBMIT A JOINT GRANT APPLICATION TO THE SONORA AREA FOUNDATION FOR RAPID INTERVENTION TEAM PACK FAST ATTACK EMERGENCY AIR SUPPLY UNITS

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 District's Groveland Fire Department regularly partners with the County of Tuolumne and its Fire Department for the implementation of programs, training, and the purchase of tools and equipment critical to saving lives and property throughout the county including the Groveland area; and

WHEREAS, the District is proposing to enter into a Memorandum of Understanding (MOU) with the County with the intent of expressing the countywide benefit of the purchase and deployment of Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units to both Groveland Fire Department and two Tuolumne County Fire stations; and

WHEREAS, the MOU further contemplates the preparation of a grant application request to the Sonora Area Foundation for the purchase of this equipment; and

WHEREAS, if awarded this grant by the Sonora Area Foundation, a truly vital life-saving piece of equipment will be available to all fire agencies throughout the county at nearly every structure fire and hazardous materials incident.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES hereby to Authorize an Memorandum of Understanding with Tuolumne County Fire Department to Submit a Joint Grant Application to the Sonora Area Foundation for Rapid Intervention Team Pack Fast Attack Emergency Air Supply Units at a cost of \$13,845.16 and approve the General Manager to sign any related documents.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on January 12, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Secretary

Janice Kwiatkowski, President - Board of Directors

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 January 12, 2021.

DATED: _____