

# TWAIN HARTE COMMUNITY SERVICES DISTRICT Fire Committee Meeting

**Chair:** *Gary Sipperley*  
**Co-Chair:** *Kathryn deGroot*

**THCSD CONFERENCE ROOM  
22912 VANTAGE POINTE DR., TWAIN HARTE  
March 1, 2023 9:30 a.m.**

## **NOTICE: Public May Attend this Meeting In-Person.**

The meeting will be accessible via ZOOM for anyone that chooses to participate virtually:

- Videoconference Link: <https://us02web.zoom.us/j/84616513725>
- Meeting ID: 846 1651 3725
- Telephone: (669) 900-6833
- ❖ Teleconference Location (Director deGroot): 19060 Lizzie Lane, Twain Harte, CA 95383
- ❖ Teleconference Location (Director Sipperley): 23262 Korey Court, Twain Harte, CA 95383

## **AGENDA**

- 1. Discuss potential revisions to the Mutual Assistance and Administrative Services Agreement with Strawberry Fire Protection District.**
- 2. Discuss potential Fire Division cooperative use of the Community Center as a fire training center and emergency operations center.**
- 3. Adjourn.**

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### **HOW TO VIRTUALLY PARTICIPATE IN THIS THIS MEETING**

The public can virtually observe and participate in a meeting as follows:

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. Your email will remain private and you may enter "anonymous" for your name.

- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda OR log in through the Zoom mobile app and enter the Meeting ID# and Password found at the top of this agenda. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Telephone:** Listen to the meeting by calling Zoom at (4669) 900-6833. Enter the Meeting ID# listed at the top of this agenda, followed by the pound (#) key.

\* NOTE: your personal video will be disabled and your microphone will be automatically muted.

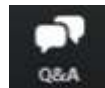
### **SUBMITTING PUBLIC COMMENT**

The public will have an opportunity to comment before and during the meeting as follows:

- **Before the Meeting:**
  - Email comments to [ksilva@twainhartecsd.com](mailto:ksilva@twainhartecsd.com), 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.
  - Mail comments to THCSD Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:**
  - Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.



Raise Hand Icon:  Raise Hand



Q&A Icon:  Q&A

- Telephone: Press \*9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.
- In-Person: Raise your hand and the Board Chairperson will call on you.

\* NOTE: If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during the Public Comment will be limited to five minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. Public comments must be addressed to the board as a whole through the President. Comments to individuals or staff are not permitted.

### **MEETING ETIQUETTE**

Attendees shall make every effort not to disrupt the meeting. Cell phones must be silenced or set in a mode that will not disturb District business during the meeting.

### **ACCESSIBILITY**

Board meetings are accessible to people with disabilities. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (209) 586-3172.

### **WRITTEN MEETING MATERIALS**

If written materials relating to items on this Agenda are distributed to Board members prior to the meeting, such materials will be made available for public inspection on the District's website:  
[www.twainhartecsd.com](http://www.twainhartecsd.com)

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## MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT

THIS MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of December 11, 2014, by and between the Twain Harte Community Services District, a public agency (the "THCSD"), and the Strawberry Fire Protection District, a public agency (the "SFPD").

### Recitals

A. The THCSD Fire Division and the SFPD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The SFPD has requested from THCSD the provision of administrative services to be provided by the THCSD Fire Chief for routine and possible emergency operations of the SFPD on a perpetual basis or until either party decide to cancel the agreement.

C. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources and the provision of administrative services.

NOW, THEREFORE, the parties agree as follows:

**Requests for Mutual Assistance** In the event that either party to this Agreement (the "Receiver") has a need for the equipment, supplies, personnel or other resources of the other party hereto (the "Provider") for purposes of emergency response to an incident the following terms shall apply:

1. **Discretion by Provider.** The Provider shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Receiver for failing to provide such assistance. It is understood and agreed that the Provider will grant a request for assistance only where the Provider has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Receiver.
2. **Equipment and Personnel.** If the Provider supplies emergency equipment to the Receiver, such as fire apparatus vehicles, tools, and personnel, such loaned equipment shall be subject to the following conditions:
  - a) If the Provider so determines, the loaned equipment shall be operated by the Provider's personnel, personnel will then be provided with the equipment.

- b) The Providers equipment shall be returned to the Provider's District as soon as the incident has become stabilized to a point to safely release equipment.
- c) The Receiver shall not be responsible for any of the fuel, maintenance or personnel costs associated with the Provider's equipment.
- d) In the event that provided equipment is damaged or destroyed while in response to, or at the scene of the Receiver's incident the Provider is responsible for the cost of repairing such damage or replacement.
- e) In the event that the Provider makes its personnel available to the Receiver, the Provider will pay such personnel's applicable salary or hourly wage plus fringe benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Receiver.
- f) In the event that Provider's personnel are injured while in response, or at the scene of the Receiver's incident, the Provider will be responsible for all necessary medical expenses. The Provider will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Provider's personnel while at Receivers incident or training.
- g) In the event that consumable supplies are utilized during the response to, or while at the scene of the Receiver's Incident, the Provider shall be responsible for purchase of replacement items.
- h) Provider's personnel will be under the direct supervision of the Provider's ranking personnel present at incident and will operate within the Incident Command System and provide for safe integrated operations with the Receiver's personnel and ensure accountability protocols are adhered to.

**Administrative Services** THCSO will provide a Chief Officer from the Fire Division to assist the SFPD with the handling of routine administrative duties associated with operating the SFPD in a manner that complies with all Laws and safety policies in effect at time of service. The provision of the Administrative Services will be subject to the following conditions.

1. The THCSO Fire Chief will represent SFPD with regards to all interaction with outside agencies and at the Tuolumne County Chief Officer's Association and granted standing proxy to vote on behalf of SFPD interests.
2. THCSO's Fire Division agrees to provide administrative services in an average monthly amount of eight (8) hours and both parties agree that any increase in average monthly services must be requested in writing and amount of hours

agreed upon, and this agreement be modified and signed by both parties before the change can be implemented.

3. Costs. SFPD agrees to pay THCS D a fixed monthly amount of \$625.00 dollars to be invoiced by THCS D for administrative services. THCS D may adjust this amount on July 1<sup>st</sup> of each year to ensure that it covers the loaded hourly compensation of the THCS D Fire Chief. THCS D will provide SFPD thirty (30) day notice of all such adjustments. No other adjustments shall be made unless both parties agree and this document is amended and signed by both parties.
4. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other. This agreement may be terminated by either party at any time without reason.
5. Indemnity. SFPD shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this agreement, defend with counsel acceptable to THCS D, indemnify and hold the THCS D, it's officers, employees, agents and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the SFPD. SFPD will bear all losses, costs, damages, expense and liability of every kind, nature, and descriptions that arise out of, pertain to, or relate to such claims, whether directly or indirectly. Such obligations to defend, hold harmless and indemnify THCS D shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of THCS D, its officers, employees, agents and volunteers. Nothing contained in the foregoing indemnity provisions shall be construed to require SFPD to indemnify THCS D, against any responsibility or liability in contravention of Civil Code 2782. It is the intent of the parties to provide the THCS D the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
6. Insurance Requirements. Both the Provider and the Receiver shall, at its sole cost and expense, purchase and maintain the insurance policies set forth below on all of the operations and activities under this Agreement. Such policies shall be maintained for the full term of this Agreement. For purposes of the insurance policies required hereunder, the term "THCS D" and "SFPD" shall include officers, employees, volunteers and agents of THCS D and SFPD, individually or collectively and both parties agree to provide proof of insurance coverage. SFPD agrees to add to their insurance policies the THCS D, its officers, employees, agents and volunteers, as additionally insured with respect to all liabilities arising out of performance of work under this agreement.

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the THCS D and SFPD.

- a) Commercial General Liability Insurance Policy  
Policy shall include coverage at least as broad as set forth in Insurance

Services Office (herein "ISO") Commercial General Liability coverage. With policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations; and,  
\$1,000,000 general aggregate.

b) Business Automobile Liability Policy

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement.

c) Worker's Compensation and Employer's Liability Insurance Policy

This policy shall include at least the following coverages and policy limits:

- i. Workers' Compensation insurance as required by the laws of the State of California.
- ii. Employer's Liability Insurance Coverage B with coverage amounts not less than:  
\$1,000,000 dollars each accident/Bodily Injury  
\$1,000,000 dollars policy limit BI by disease;  
\$1,000,000 dollars each employee BI by disease.

7. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
9. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.
10. Entire Agreement/Amendments. This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written

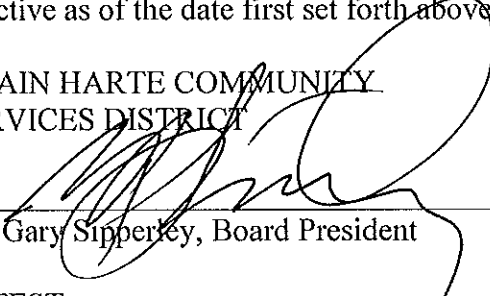
instrument signed by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

11. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Tuolumne, State of California, United States of America.
12. Facsimile Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals.
13. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.
14. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
15. Notifications. All notifications, inquiries, or invoices regarding this Agreement shall be made in writing to:

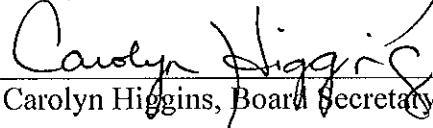
THCSD	SFPD
Tom Trott, General Manager	Kerrie Mathson, Board Secretary
P.O. Box 649	P.O. Box 85
Twain Harte, CA	Strawberry, CA
95383	95375

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.


TWAIN HARTE COMMUNITY SERVICES DISTRICT

By:   
Gary Sipperley, Board President

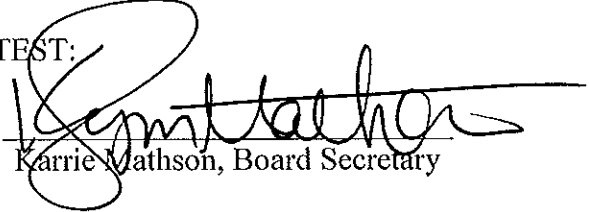
ATTEST:

By:   
Carolyn Higgins, Board Secretary

STRAWBERRY FIRE PROTECTION DISTRICT

By:   
Lee Dempsy, Board President

ATTEST:

By:   
Kerrie Mathson, Board Secretary



**MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT**

**DRAFT – SFPD PROPOSED REVISIONS – February 2023**

THIS MUTUAL ASSISTANCE and ADMINISTRATIVE SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of December 11, 2014, by and between the Twain Harte Community Services District, a public agency (the “THCSD”), and the Strawberry Fire Protection District, a public agency (the “SFPD”) (together referred to as “Parties”).

**Recitals**

A. The THCSD Fire Division and the SFPD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.

B. The SFPD has requested from THCSD the provision of administrative services to be provided by the THCSD Fire Chief to represent, advocate and advise the district in all matters with regard to departmental operations with consideration of the limitations in a volunteer fire department versus a fully staffed station, including for routine and possible emergency operations of the SFPD on a perpetual basis or until either party decide to cancel the agreement.

C. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources and the provision of administrative services.

NOW, THEREFORE, the parties agree as follows:

**Requests for Mutual Assistance** In the event that either party to this Agreement (the “Receiver”) has a need for the equipment, supplies, personnel or other resources of the other party hereto (the “Provider”) for purposes of emergency response to an incident the following terms shall apply:

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2. **Equipment and Personnel.** If the Provider supplies emergency equipment to the Receiver, such as fire apparatus vehicles, tools, and personnel, such loaned equipment shall be subject to the following conditions:

- a) If the Provider so determines, the loaned equipment shall be operated by the Provider's personnel, personnel will then be provided with the equipment.
- b) The Provider's equipment shall be returned to the Provider's District as soon as the incident has become stabilized to a point to safely release equipment.
- c) The Receiver shall not be responsible for any of the fuel, maintenance or personnel costs associated with the Provider's equipment.
- d) In the event that provided equipment is damaged or destroyed while in response to, or at the scene of the Receiver's incident the Provider is responsible for the cost of repairing such damage or replacement.
- e) In the event that the Provider makes its personnel available to the Receiver, the Provider will pay such personnel's applicable salary or hourly wage plus fringe benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Receiver.
- f) In the event that Provider's personnel are injured while in response, or at the scene of the Receiver's incident, the Provider will be responsible for all necessary medical expenses. The Provider will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Provider's personnel while at Receiver's incident or training.
- g) In the event that consumable supplies are utilized during the response to, or while at the scene of the Receiver's Incident, the Provider shall be responsible for purchase of replacement items.
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**Administrative Services** THCS D will provide a Chief Officer from the Fire Division to assist the SFPD with the handling of routine administrative duties associated with operating the SFPD in a manner that complies with all Laws and safety policies in effect at time of service. The provision of the Administrative Services will be subject to the following conditions:-

1. The THCS D Fire Chief will represent and advocate for SFPD with regards to all interaction with outside agencies and at the Tuolumne County Chief Officer's Association and granted standing proxy to vote on behalf of SFPD interests.

2. THCS D's Fire Division agrees to provide administrative services in an average monthly amount of ~~eight (8)~~ twelve (12) hours and both parties agree that any increase in average monthly services must be requested in writing and amount of hours agreed upon, and this agreement be modified and signed by both parties before the change can be implemented.

**Commented [TT1]:** Consider a clause to pay for special projects beyond the average?

3. Costs. SFPD agrees to pay THCS D a fixed monthly amount of ~~\$625.00~~ dollars to be invoiced by THCS D for administrative services. THCS D may adjust this amount on July 1<sup>st</sup> of each year to ensure that it covers the loaded hourly compensation of the THCS D Fire Chief. THCS D will provide SFPD thirty (30) day notice of all such adjustments. No other adjustments shall be made unless both parties agree and this document is amended and signed by both parties.

4. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other. This agreement may be terminated by either party at any time without reason.

5. Indemnity. SFPD shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this agreement, defend with counsel acceptable to THCS D, indemnify and hold the THCS D, it's officers, employees, agents and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the SFPD. SFPD will bear all losses, costs, damages, expense and liability of every kind, nature, and descriptions that arise out of, pertain to, or relate to such claims, whether directly or indirectly. Such obligations to defend, hold harmless and indemnify THCS D shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of THCS D, its officers, employees, agents and volunteers. Nothing contained in the foregoing indemnity provisions shall be construed to require SFPD to indemnify THCS D, against any responsibility or liability in contravention of Civil Code 2782. It is the intent of the parties to provide the THCS D the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

6. Insurance Requirements. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors, officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability policy with respect to their operation

(as broad as ISO Form # CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form # CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

- ~~6. Both the Provider and the Receiver shall, at its sole cost and expense, purchase and maintain the insurance policies set forth below on all of the operations and activities under this Agreement. Such policies shall be maintained for the full term of this Agreement. For purposes of the insurance policies required hereunder, the term "THCSD" and "SFPD" shall include officers, employees, volunteers and agents of THCSD and SFPD, individually or collectively and both parties agree to provide proof of insurance coverage. SFPD agrees to add to their insurance policies the THCSD, its officers, employees, agents and volunteers, as additionally insured with respect to all liabilities arising out of performance of work under this agreement.~~
- ~~7.~~
- ~~8. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the THCSD and SFPD.~~
- ~~9.~~
- ~~10. Commercial General Liability Insurance Policy~~
- ~~11. Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. With policy limits not less than the following:~~
- ~~12.~~
- ~~13. \$1,000,000 each occurrence (combined single limit);~~
- ~~14. \$1,000,000 for personal injury liability;~~
- ~~15. \$1,000,000 aggregate for products completed operations; and,~~
- ~~16. \$1,000,000 general aggregate.~~
- ~~17.~~
- ~~18. Business Automobile Liability Policy~~
- ~~19. Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement.~~
- ~~20.~~
- ~~21. Worker's Compensation and Employer's Liability Insurance Policy~~
- ~~22. This policy shall include at least the following coverages and policy~~
- ~~23. limits:~~

~~24. Workers' Compensation insurance as required by the laws of the State of California.~~

~~25. Employer's Liability Insurance Coverage B with coverage amounts not less than:~~

~~26. \$1,000,000 dollars each accident/Bodily Injury~~

~~27. \$1,000,000 dollars policy limit BI by disease;~~

~~28. \$1,000,000 dollars each employee BI by disease.~~

~~29.7. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.~~

~~30.8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.~~

~~31.9. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.~~

~~32.10. Entire Agreement/Amendments. This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.~~

~~33.11. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Tuolumne, State of California, United States of America.~~

~~34.12. Facsimile Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals.~~

~~35-13.~~ Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

~~36-14.~~ Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

~~37-15.~~ Notifications. All notifications, inquiries, or invoices regarding this Agreement shall be made in writing to:

THCSD	<del>SFPD, Board President</del>
Tom Trott, General Manager	<del>Dee Martin</del> <u>Dee Martin</u> , Board
<del>Secretary</del>	
P.O. Box 649	P.O. Box <u>1185</u>
Twain Harte, CA	<del>Strawberry</del> <u>Pinecrest, CA,</u>
95383	<del>95375</del> <u>95364</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

TWAIN HARTE COMMUNITY  
SERVICES DISTRICT

STRAWBERRY FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_  
Gary Sipperley, Board President

By: \_\_\_\_\_  
~~Lee Dempsy~~ Dee Martin, Board  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Carolyn Higgins, Board Secretary

By: \_\_\_\_\_  
Kristi Mortensen, Admin Assistant  
~~Karrie Mathson, Board Secretary~~

## COMMUNITY CENTER / FIRE TRAINING CENTER OPTIONS

<b>Annual Operations Costs</b>	<b>\$ 4,950.00</b>
Maint/Repair (5yr avg)	\$ 850.00
Utilities (last 2 yrs)	\$ 3,200.00
Property Insurance	\$ 900.00

<b>Annual Rental Revenue</b>	<b>\$ 800.00</b>
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<b>Needed Improvements</b>	<b>\$79,000.00</b>
ADA Bathrooms/Kitchen/Storage	\$50,000.00
Flooring	\$9,000.00
Parking Lot Repairs	\$15,000.00
Audio/Visual	\$5,000.00

<b>Annual Cost to Add Internet</b>	<b>\$ 1,200.00</b>
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<b>Park's Annual Net Profit</b>	<b>\$ (4,150.00)</b>
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**Current Rental Use:** ~ 16 days/yr  
**Proposed Fire Use:** ~ 40-60 days/yr

<b>Fire Capital Reserves</b>	<b>\$581,000.00</b>
5-Yr Reserve Need	\$ 65,000.00
6-10-yr Reserve Need	\$ 95,000.00

<b>Fire Projected Operational Surplus</b>	
FY22-23	\$ 56,321.00
FY23-24	\$ 47,177.00
FY24-25	\$ 38,524.00
FY25-26	\$ 29,961.00
FY26-27	\$ 19,948.00

### OPTION 1 - CONTRACT

<b>Annual Fee Paid to Park by Fire*</b>	<b>\$ 10,975.00</b>
50% Operations	\$ 2,475.00
50% Internet	\$ 600.00
Improvements**	\$7,900.00

<b>Park's Annual Net Profit</b>	<b>\$ 5,625.00</b>
	\$9,775 more than current
<b>Profit - Improvements**</b>	<b>\$ (2,275.00)</b>
	\$1,875 more than current

\* Fire has first rights to scheduling the Comm Center

\*\* Annual fee pays off improvements over 10 yrs

### OPTION 2 - FIRE PURCHASES COMMUNITY CENTER

<b>One-Time Capital Cost</b>	<b>\$ 307,000.00</b>
Building Purchase Cost*	\$ 228,000.00
Improvements Cost	\$79,000.00

<b>Annual Operations Cost</b>	<b>\$6,150.00</b>
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<b>Annual Rental Revenue**</b>	<b>\$800.00</b>
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<b>Park's Annual Net Profit</b>	<b>\$ -</b>
	\$4,150 more than current

<b>Fire's Annual Net Profit***</b>	<b>-\$5,350.00</b>
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<b>Fire Capital Reserves</b>	<b>\$ 274,000.00</b>
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\* Based on Depreciated Value

\*\* If Fire continued to rent to the community

\*\*\* Doesn't take into account training revenue

**OPTION 3 - FIRE PURCHASES HALF OF COMMUNITY CENTER**

<b>Fire One-Time Capital Cost</b>	<b>\$ 153,500.00</b>
50% Building Purchase Cost*	\$ 114,000.00
50% Improvements Cost	\$39,500.00

<b>Park One-Time Capital Cost</b>	<b>\$ (74,500.00)</b>
Fire Building Purchase	\$ (114,000.00)
50% Improvements Cost	\$39,500.00

<b>Annual Operations Cost</b>	<b>\$6,150.00</b>
50% Fire	\$3,075.00
50% Park	\$3,075.00

<b>Annual Rental Revenue**</b>	<b>\$800.00</b>
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<b>Park's Annual Net Profit</b>	<b>-\$2,275.00</b>
	\$1,875 more than current

<b>Park Capital Reserve Boost</b>	<b>\$74,500.00</b>
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<b>Fire's Annual Net Profit***</b>	<b>-\$3,075.00</b>
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<b>Fire Capital Reserves</b>	<b>\$ 427,500.00</b>
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\* Based on 50% of Depreciated Value

\*\* Park would continue to rent Community Center

\*\*\* Doesn't take into account training revenue