

TWAIN HARTE COMMUNITY SERVICES DISTRICT Fire Committee Meeting

Chair: *Kathryn deGroot*

Co-Chair: *Richard Knudson*

VIDEO TELECONFERENCE
September 2, 2020 8:00 a.m.

IMPORTANT NOTICE:

To help slow the spread of COVID-19, the District offices are closed to the public. Under the Governor's Executive Order N-25-20, this meeting will be held remotely by teleconference using Zoom:

- Videoconference Link: <https://us02web.zoom.us/j/88478204481>
- Meeting ID: 884 7820 4481
- Telephone: (669) 900-6833

ANYONE CAN PARTICIPATE IN THIS MEETING: see details at the end of this agenda.

AGENDA

1. **Operations report.**
2. **Discuss special election and parcel tax for fire services proposed by Tuolumne County.**
3. **Discuss provision of chief administrative services to Strawberry Fire Protection District.**
4. **Adjourn.**

HOW TO OBSERVE THIS MEETING:

The public can 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.

FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

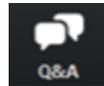
HOW TO SUBMIT PUBLIC COMMENTS:

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

- **Before the Meeting:** If you cannot attend the meeting, you may:
 - Email comments to 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:** The public will have opportunity to provide comment before and after the meeting as follows:
 - 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: The host will provide a time during each public comment period where telephone participants will be unmuted and enabled to share comments.

* 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.

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

Tom Trott

From: Liz Peterson <EPeterson@co.tuolumne.ca.us> on behalf of Liz Peterson
Sent: Tuesday, August 18, 2020 3:38 PM
To: firechief@sonoraca.com; Neil Gamez (ngamez@twainhartecsd.com); 'Mark Ferreira (C740ferreira@gmail.com)'; Pete Kampa; 'Jim Kyn'; Nick Ohler
Cc: Mary Rose Axiak-Rutikanga; Tom Trott - THSCD; 'Murphy, Andy@CALFIRE (Andy.Murphy@fire.ca.gov)'; Nick Casci (nick.casci@fire.ca.gov); Tracie Riggs; Sarah Carrillo; Christopher Schmidt; 'Jerry McGowan'
Subject: JPA Update

Good Afternoon,

I'm happy to report that the Board of Supervisors gave us direction this afternoon to develop the JPA for a joint parcel tax measure for fire services. As a reminder only those entities that want to participate in the tax measure would join the JPA and at this point, the JPA's authority would only be limited to the tax authority. Thank you for your work in getting commitments from your Boards. Knowing that almost all the other entities are interested in the JPA made a decision by our Board very easy.

The plan is to hold the special election on June 8th, which is the last date possible to hold the election so we can start collecting the tax for FY 21-22. This means all items related to the JPA, including the tax amount, details of who makes up the JPA board, etc., need to be worked out and approved by our respective boards by March 12th.

This is going to be a major effort by all of us to continue to work collaboratively with our boards and fellow districts over the next few months but I'm really excited about what this will mean for fire services in our County and thank you all for your continued efforts!

Let's get this thing passed!!!

Liz Peterson
Senior Administrative Analyst / OES Coordinator
Tuolumne County Administrator's Office

2 South Green St. Sonora, CA 95370
Phone: (209) 533-6396 / Fax: (209) 533-5510
epeterson@co.tuolumne.ca.us
www.tuolumnecounty.ca.gov

"We support the Board of Supervisors in achieving their goals through service and collaboration with County departments and the Community."



Twain Harte Community Services District

P.O. Box 649 ▪ Twain Harte, CA 95383
Phone: (209) 586-3172 ▪ Fax: (209) 586-0424
www.twainhartecsd.com

Directors: Eileen Mannix ▪ Bill McManus ▪ Gary Sipperley ▪ Richard Knudson ▪ Kathryn deGroot

August 18, 2020

Tuolumne County Board of Supervisors
2 S. Green Street
Sonora, CA 95370

SENT VIA EMAIL

SUBJECT: Unified Parcel Tax and Joint Powers Authority for Fire Services

Dear Tuolumne County Board of Supervisors:

Twain Harte Community Services District (THSCD) recognizes the importance of collaboration in providing fire services for every resident in Tuolumne County. If we are to provide excellent fire services to our District and greater community, it will necessitate partnership with our fellow districts and departments. To that end, this letter conveys our intent to continue working toward a regional collaborative agreement and a parcel tax. However, THSCD cannot fully commit to either of these without further information.

It is our understanding that Tuolumne County (County) intends to hold a special election for a parcel tax for fire services in the spring of 2021. We also understand that the County has invited other fire agencies within the County to join the parcel tax by forming a Joint Powers Authority (JPA), which specifically allows multiple fire agencies to place a unified parcel tax on the ballot. The JPA would also allow the parcel tax, if approved by voters, to be distributed to participating fire districts based on the number of parcels in their respective districts.

Parcel Tax for Fire Services

THSCD is interested in continuing to work toward a unified parcel tax with the County and other interested fire districts. However, we cannot fully commit to participate without understanding more about the following:

- ***Estimated costs for participation:*** This includes costs for special election, public outreach, JPA formation, and other anticipated costs.
- ***Public outreach plan and messaging:*** THSCD has a clear plan of how parcel tax revenue could be used to improve fire services in Twain Harte; however, passage of the tax is primarily dependent on the decision of voters who do not live within THSCD's service boundaries. Therefore, we must have a clear understanding of the public outreach messaging prior to investing in participation.

Joint Powers Authority (JPA)

THSCD believes a JPA is critical to the future success of fire services in the County. However, we cannot fully commit to participate without understanding more about the following:

- ***Estimated ongoing costs of JPA and funding source.***
- ***Clear agreement on parcel tax allocations and distribution.***
- ***Opportunity and commitment to share resources and programs:*** THSCD believes sharing resources and conducting joint programs improves efficiency and enhances services across all agencies. It also demonstrates good stewardship of public resources, which is critical to gaining and maintaining the public's trust and confidence.

We look forward to developing greater partnership with the County, City and other districts to enhance fire services across our shared community.

Sincerely,



EILEEN MANNIX
Board President
Twain Harte Community Services District

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 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.
- 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 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 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) 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 THCSO a fixed monthly amount of \$625.00 dollars to be invoiced by THCSO for administrative services. THCSO may adjust this amount on July 1st of each year to ensure that it covers the loaded hourly compensation of the THCSO Fire Chief. THCSO 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 THCSO, indemnify and hold the THCSO, 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 THCSO shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of THCSO, its officers, employees, agents and volunteers. Nothing contained in the foregoing indemnity provisions shall be construed to require SFPD to indemnify THCSO, against any responsibility or liability in contravention of Civil Code 2782. It is the intent of the parties to provide the THCSO 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 "THCSO" and "SFPD" shall include officers, employees, volunteers and agents of THCSO and SFPD, individually or collectively and both parties agree to provide proof of insurance coverage. SFPD agrees to add to their insurance policies the THCSO, 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 THCSO 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

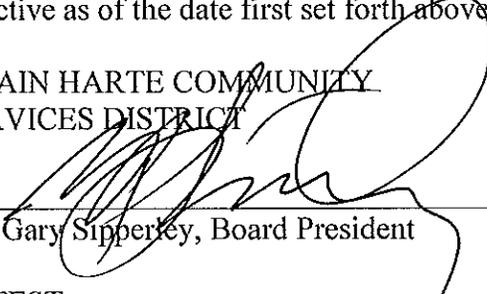
instrument signed by both parties. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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:

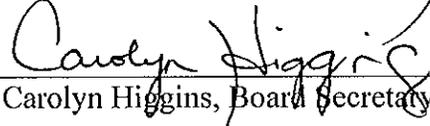
THCSD	SFPD
Tom Trott, General Manager	Kerrie Mathson, Board Secretary
P.O. Box 649	P.O. Box 85
Twain Harte, CA	Strawberry, CA
95383	95375

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

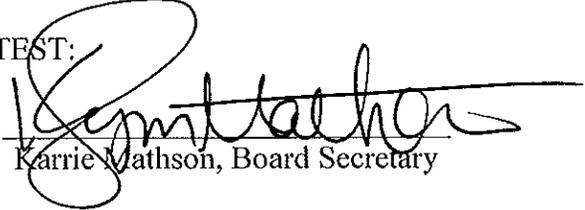
ATTEST:

By: 
Carolyn Higgins, Board Secretary

STRAWBERRY FIRE PROTECTION DISTRICT

By: 
Lee Dempsy, Board President

ATTEST:

By: 
Kerrie Mathson, Board Secretary