

AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: August 2, 2018

SUBJECT: Adoption of a Resolution of the Board of Directors of the Groveland Community Services District (The "District") Authorizing the Interfund Borrowing and Transfer of \$250,000.00 from the Fire Fund of the District to the Park Fund of the District, Authorizing and Directing Execution of a Promissory Note and an Inter-Fund Transfer Agreement, and Providing for Other Matters Properly Relating Thereto

SUMMARY

On March 22, 2018, a very serious flash flood occurred in Groveland, significantly eroding the lower Mary Laveroni Park grounds, damaging facilities and infrastructure. After the flood, the County of Tuolumne declared a disaster, followed by the State Governor through Disaster Proclamation 2018-01. The disaster proclamations set the state for potential funding through the California Disaster Assistance Act (CDAA). The County declaration, state's funding commitment under CDAA, and the 2018-01 CDAA Fact Sheet are included in this agenda packet.

The District has been working with CalOES staff constantly since the event, to identify all damages incurred, secure restoration cost estimates, determine restoration quantities, and final restoration work scope. We are very close to receiving a final approved Damage Survey Report (DSR) from the state, which details the amounts of eligible reimbursable costs. Once the DSR is received and associated costs incurred, reimbursement of 75% of the project costs, as detailed in the DSR, can be requested from the state.

Unfortunately, CDAA funding is not normally made available in advance of incurring the expense, and therefore payments are made from the state on eligible reimbursements, which can be 45 to 60 days following approval of the reimbursement request by the state. The available District Park Funds total \$175,735, much less than is needed to complete the necessary construction work. In addition, if we were to expend the entire Park Fund on the restoration project, there will not be enough cash available to fund the cost of the preliminary park operating budget of \$180,186. The District Fire Fund has adequate reserve cash available to loan the Park Fund on an interim basis. Borrowing money from other funds requires that we pay the fund back with interest.

Attached is a draft Interfund Loan Agreement and approving resolution. Adopting the resolution will authorize the General Manager and Office Manager to sign the necessary agreements to borrow the money necessary to pay contractors while we await 75% state

reimbursement. Until we have an approved DSR and associated funding commitment from the state, there is a risk that all work completed will not be funded at the 75% level. We have no reason to believe at this point that the entire cost of the project will NOT be funded. If we wait for the state to complete the final DSR, estimated to be two more weeks, contractors will not have enough time to complete the restoration work necessary for the park to be usable for the September 15, 2018 49er Festival.

The money will not be loaned to the Park Fund until September 2, 2018. By that date we should have the approved DSR, and may be able to modify the remaining contracted work if the state does not approve all funding.

RECOMMENDED ACTION

Adopt the Resolution Authorizing the Interfund Borrowing and Transfer of \$250,000.00 from the Fire Fund of the District to the Park Fund of the District, Authorizing and Directing Execution of a Promissory Note and an Inter-Fund Transfer Agreement, and Providing for Other Matters Properly Relating Thereto.

ATTACHMENTS

- County Disaster Declaration
- State CDAA Funding Commitment
- CDAA Funding Fact Sheet
- Draft Resolution Approving Loan Agreement
- Draft Loan Agreement and Promissory Note

FINANCIAL IMPACTS

Borrowing the \$250,000 from the Fire Fund will place the Park fund in debt and paying interest on the loan until the loan can be paid back in full.

No. 19-18

Filed: March 28, 2018

By: [Signature]
Clerk of the Board of Supervisors



**RESOLUTION
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE**

Ratification of Proclamation of Local State of Emergency in Tuolumne County due to existing and anticipated damages caused by severe weather and flooding;

- WHEREAS,** California Government Code section 8630 and Chapter 2.40 of the Tuolumne Ordinance Code empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and
- WHEREAS,** The Chair, in his role as OES Director, proclaimed a local State of Emergency to exist on March 23, 2018, pursuant to Tuolumne County Ordinance Code 2.40.050; and
- WHEREAS,** California Government Code section §8630(b) requires the Board to ratify said declaration within seven days; and
- WHEREAS,** Article 14 §8630(c) requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency; and
- WHEREAS,** An atmospheric river moved into California Wednesday afternoon into Thursday, coupled with convective showers, that delivered 8-9 inches of rain in the higher elevations and 4-5 inches of rain in the Groveland area.
- WHEREAS,** The combination of these two events delivered extreme amounts of precipitation in a very short amount of time causing major flooding in the town of Groveland, soil erosion under roads and culverts, erosion of water conveyance systems, sewer systems were inundated with excess water, debris and silt, ultimately resulting in multiple road closures and unsafe conditions for safe ingress and egress for residents and emergency responders; and
- WHEREAS,** The intense amount of water also caused erosion of the Moccasin Reservoir emergency spillway resulting in the evacuation of the Moccasin Creek Hatchery and several bungalows as well as flooding into the town of Moccasin; and
- WHEREAS,** Unless the risks posed by consecutive days of heavy rain (e.g. flooding and soil erosion under roadways) are immediately abated, there will be a significantly increased risk to life and property, and interruption of essential services (i.e. roads, power, water, sewer, communications); and

WHEREAS, The magnitude of these storms represents a threat that is beyond the capacity of the County (public and private) services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

NOW THEREFORE BE IT RESOLVED that the Tuolumne County Board of Supervisors does hereby ratify the OES Director's proclamation attached hereto as Exhibit A and find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Tuolumne County and imminent threat of disaster as the result of existing and anticipated damages from flooding due to severe weather.

BE IT FURTHER RESOLVED that the County of Tuolumne also requests the Governor of the State of California Proclaim a State of Emergency and authorize financial assistance under the California Disaster Assistance Act or any other state funding and waive regulations that may hinder response and recovery efforts. Furthermore, our Board requests assistance via the State of California to expedite access to federal resources and any other appropriate federal disaster relief programs (e.g. USDA Funding, etc...).

BE IT FURTHER RESOLVED AND ORDERED that the registered civil engineer under the direction of the County Director of Transportation is authorized to have any work upon County highways done under his or her supervision and direction pursuant to California Public Contract Code section 20395(e) during this proclaimed emergency.

BE IT FURTHER RESOLVED AND ORDERED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors, County of Tuolumne, State of California.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON

March 28, 2018

AYES:	1st Dist. <u>Brennan</u>	NOES:	___	Dist. <u> </u>
	2nd Dist. <u>Harvell</u>		___	Dist. <u> </u>
	3rd Dist. <u>Royce</u>	ABSENT:	___	Dist. <u> </u>
	4th Dist. <u>Gray</u>		___	Dist. <u> </u>
	5th Dist. <u>Rodriguez</u>	ABSTAIN:	___	Dist. <u> </u>

John L. Gray
John L. Gray
CHAIR OF THE BOARD OF SUPERVISORS

ATTEST: Alicia L. Jamar
Clerk of the Board of Supervisors

No. 19-18

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

Alicia L. Jamar
ALICIA L. JAMAR
Clerk of the Board
By: Alicia L. Jamar

EXHIBIT A



Office of Emergency Services

Craig L. Pedro
County Administrator

Tuolumne County Administration Center
2 South Green Street
Sonora, CA 95370
Phone (209) 533-5511
Fax (209) 533-5510
www.tuolumnecounty.ca.gov

Proclamation of Local State of Emergency

WHEREAS, in accordance with Chapter 2.40 of the County of Tuolumne Ordinance Code, which empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Tuolumne County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services of the County of Tuolumne does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said County, caused by an atmospheric river that delivered more than five inches of rain in a five hour period, resulting in wide spread flooding of the town of Groveland, County building, damage to water conveyance systems, school buildings, rivers and small streams, as well as the overflow of the Hetch Hetchy Water and Power Moccasin Reservoir coupled with power outages, impassable roads compromised by excessive water/flooding/erosion, downed trees and power lines which began on Thursday, March 22, 2018; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of Tuolumne County; and

WHEREAS, the County Board of Supervisors of the County of Tuolumne is not currently in session and cannot be immediately called into session; and

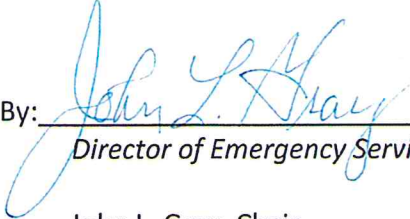
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Tuolumne County; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions of this County and that this emergency proclamation shall expire 7 days after issuance unless confirmed and ratified by the governing body of the County of Tuolumne; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Tuolumne, State of California; and

IT IS FURTHER PROCLAIMED AND ORDERED that this emergency proclamation shall be ratified by the Board of Supervisors within 7 days after issuance or this emergency proclamation shall expire by operation of law.

Dated: March 23, 2018

By: 

Director of Emergency Services

John L. Gray, Chair
2 South Green Street
Sonora, CA 95370



May 16, 2018

The Honorable John Gray
Tuolumne County Board of Supervisors
2 South Green Street
Sonora, California 95370

Subject: Response to State of Emergency, California Disaster Assistance Act Funding, and Presidential Disaster Declaration Request for Tuolumne County

Dear Chairman Gray:

This is in response to Tuolumne County's request for state and federal assistance in its March 28, 2018, resolution of local emergency as a result of damages sustained by the March 2018 Storms.

In accordance with the California Emergency Services Act, Governor Brown issued a State of Emergency for Amador, Fresno, Kern, Mariposa, Merced, Stanislaus, Tulare, and Tuolumne counties on April 19, 2018. Based on joint preliminary damage assessments with the Federal Emergency Management Agency, it was determined the impacts from the March 2018 Storms did not surpass the state's capabilities. As a result, federal Public Assistance funding will not be available for this event. However, Governor Brown authorized the California Disaster Assistance Act (CDAA) for the March 2018 Storms (CDAA-2018-01) to help Mariposa, Merced, and Tuolumne counties' impacted communities recover from the storms. My staff will contact your authorized agent on record under separate cover to provide the forms necessary for reimbursement from the CDAA Program.

The State of Emergency also makes available assistance through the Federal Highway Administration's (FHWA) Emergency Relief (ER) Program administered by the California Department of Transportation (Caltrans). Please direct your questions on the FHWA ER Program to Mr. John Pagano, Emergency Relief Program Manager, Office of Active Transportation and Special Programs, at (916) 261-4101.

Please know Cal OES will continue to work closely with your team during the recovery efforts and feel free to contact me directly at (916) 845-8201, if you have any additional questions or if you would like to discuss this matter further.

Sincerely,

CHARLES RABAMAD
Acting Assistant Director of Recovery

cc: Mr. Craig Pedro, Tuolumne County Administrative Officer
Mr. John Pagano, Office of Active Transportation and Special Programs, Caltrans



EDMUND G. BROWN JR.
GOVERNOR



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

RECEIVED
JUL 24 2018

BY:

July 19, 2018

Mr. Peter J. Kampa
General Manager
Groveland Community Services District
18966 Ferretti Road
Groveland, California 95321

Subject: Notice of CDAA Application Approval
CDAA-2018-01, March 2018 Storms
Cal OES ID: 109-91003
Applicant: Groveland Community Services District
Cal OES Log: 659155

Dear Mr. Kampa:

The California Governor's Office of Emergency Services (Cal OES) has received the Groveland Community Services District's Project Application for the California Disaster Assistance Act (CDAA) Program for damage caused by the March 2018 Storms. This disaster received a Governor's Proclamation on April 19, 2018, and the incident period for this disaster is March 21, 2018, through March 23, 2018.

A Cal OES representative may contact you in the near future to schedule a meeting for a site visit and to prepare Damage Survey Reports. Please reference Cal OES ID 109-91003 when corresponding with this office. All correspondence should be addressed to:

Mr. David Gillings, State Public Assistance Officer
Recovery Section, Public Assistance
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655
ATTN: CDAA-2018-01

Please also be aware that all recipients must have a valid, current (within the last three years) Designation of Applicant's Agent Resolution (Cal OES 130) on file. If you are unsure if you have a current Cal OES 130, or you need clarification of what names and/or positions are listed on the current Cal OES 130, please contact our Grants Processing Unit at (916) 845-8110.

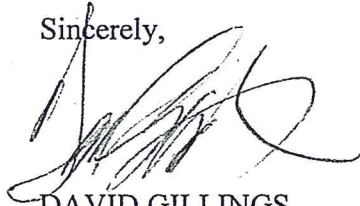


3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY SECTION • PUBLIC ASSISTANCE
PHONE: (916) 845-8200 • FAX: (916) 845-8387
www.CalOES.ca.gov

Mr. Peter J. Kampa
July 19, 2018
Page 2

If you require additional information related to this correspondence, please contact Mr. Robert Larsen, Program Manager, at (916) 845-8162 or Mr. Brad Martin, Disaster Assistance Programs Specialist, at (916) 823-6633.

Sincerely,

A handwritten signature in black ink, appearing to read 'DAVID GILLINGS', written over a horizontal line.

DAVID GILLINGS
State Public Assistance Officer

Enclosure

cc: File Copy

ac

Rec'd 1/7/18 @ briefing

109-91003



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

<i>For Internal Use Only</i>	
Cal OES Application #:	_____
Disaster No #:	<u>2018-01</u>
DUNS #:	_____

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. APPLICANT'S NAME AND ADDRESS

APPLICANT: Groveland Comm. Serv. Dist.
 ADDRESS: 18966 Ferretti Rd.
 CITY & ZIP: Groveland 95321
 PHONE: (209) 962-7161

2. APPLICANT'S AUTHORIZED AGENT
(Attach Resolution of Designation unless an accurate "universal" resolution is on file.)

NAME: Peter J. Kampa
 TITLE: General Manager
 ADDRESS: 18966 Ferretti Rd.
 CITY & ZIP: Groveland 95321
 PHONE: 209-962-7161 ext. 24
 FACSIMILE: 209-962-4943
 E-MAIL: pkampa@gcsd.org

3. PROJECT SUMMARY – Attach a List of Projects as defined in Title 19 of the California Code of Regulations, Section 2970(a)(4).

ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work herein described for which state financial assistance is requested, is eligible in accordance with the criteria contained in the Disaster Assistance Act (Government Code, Section 8680 et seq).
- B. The applicant is the legal entity responsible under law for the performance of the work detailed and accepts such responsibility.
- C. The applicant certifies that the disaster relief work herein described for which state assistance is requested hereunder, does not or will not duplicate benefits received for the same loss from another source.
- D. The applicant certifies that they have undertaken to recover maximum federal participation in funding street and highway project and public facility projects.
- E. The applicant certifies that all information given herein is to the best of its knowledge and belief, true and correct.
- F. The applicant agrees to (1) provide without cost to the state all lands, easements, and rights-of-way necessary for accomplishment of the approved work and
 (2) The applicant agrees to hold and save the State of California, its officers, agents and employees free from damages due to the approved work.
- G. (1) The applicant agrees to comply with Section 3700 of the Labor Code, which requires every employee to be insured against liability for Workmen's Compensation, or to undertake self-insurance in accordance with provisions of the code; and will comply with such provisions before commencing the performance of the work.
 (2) The applicant agrees to comply with the Fair Practices Act in connection with the performance of work under this agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

JUN 21 2018

659155
PUBLIC ASSISTANCE

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

(3) If any real property or structure thereon is provided or improved with the aid of the state financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of such property, any transferee for the period during which the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the applicant for the period during which the state financial assistance is extended to it by the agency.

(4) This assurance is given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursement, advances, contracts, property, discount, or other state financial assistance extended after the date hereon to the applicant. The applicant recognizes and agrees that such state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the state shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and a person or persons whose signatures appear on this form, or is authorized to sign this assurance on behalf of the applicant.

- H. The applicant certifies that all financial assistance received under this application will be, or has been, expended in accordance with applicable laws and regulations. The applicant certifies that any work performed by a state agency at their request shall be agreed upon in writing and be subject to the State Contract Act. The applicant certifies that the work performed, or to be performed, is in accordance with the state and local laws governing the performance of such work.
- I. The applicant certifies compliance with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
- J. The applicant certifies that on contracts involving expenditures in excess of \$25,000, it obtained from the contractor a payment bond in accordance with Sections 3247 through 3252 of the Civil Code.
- K. **BY ACCEPTING THESE FUNDS, THE APPLICANT IS NOT FORFEITING ANY RIGHTS WHATSOEVER, INCLUDING THE RIGHT TO A FAIR HEARING.**

4. SIGNATURE OF APPLICANT'S AUTHORIZED AGENT

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subgrantee to enter into this agreement for and on behalf of the said subgrantee, and by my signature do bind the subgrantee to the terms thereof."

SIGNATURE: _____

DATE: May 31, 2018

TITLE: General Manager

5. Cal OES APPROVAL

SIGNATURE: _____

DATE APPROVED: 7/18/18

TITLE: PUBLIC ASSISTANCE OFFICER

List of Projects

APPLICANT: GROVELAND COMMUNITY SERVICES DISTRICT

DATE COMPLETED: MAY 31, 2018

CONTACT NAME AND PHONE NUMBER: PETER KAMPA (209) 962-7151 EXT 24

IS THIS AN AMENDED LIST OF PROJECTS? NO

#	LOCATION	DESCRIPTION OF DAMAGE AND SCOPE OF WORK	COST ESTIMATE	CATEGORY*	WAS WORK COMPLETED BY FORCE ACCT. (FA), CONTRACT (C) OR BOTH (F/C)?	ENTER "ENV" IF THERE ARE ENVIRONMENTAL ISSUES OR "HIST" FOR HISTORIC ISSUES, OR BOTH	WAS THERE INSURANCE COVERAGE? IF YES, ENTER DEDUCTIBLE AMOUNT	WAS THE FACILITY DAMAGED IN A PRIOR DISASTER(S)? IF YES, ENTER DISASTER NAME(S) OR NUMBER(S)	ARE THERE COST EFFECTIVE HAZARD MITIGATION MEASURES THAT MAY PREVENT FUTURE DAMAGE?
4	Sewer Lift Station 5, 19566 Grizzly Circle, Groveland Ca 95324	Damage: Public Sewer System Pump Station inundation with stormwater from adjacent drainage Work Scope: Debris removal and cleanup, Electrical Repairs and installation of drainage diversion structure/retaining wall	\$ 65,000	B	F/C		No	No	Yes
2	Sewer Collection Main and manholes upstream of Sewer Lift Station 5	Damage: Sewer Collection manholes at bottom of drainage displaced by flood waters, and collection pipe sagged in saturated trench Work Scope: Reset/replace manholes and excavate/replace collection line to remove sags	\$ 555,120	F	C		No	No	Yes
3	Sewer Lift Station 7, 12440-12498 Tannahill Drive Groveland Ca 95321 37.84886N, 120.22009W	Damage: Retaining wall that protects Sewer Lift Station from flooding destroyed by flood water in adjacent drainage Work Scope: Replacement of drainage diversion structure/retaining wall	\$ 40,000	B	F		No	No	Yes
4	Sewer Lift Station 10, 13080 Gamble Street Groveland Ca 95324 37.86045N, 120.22140W	Damage: Public Sewer System Pump Station inundation; Debris removal and cleanup, Electrical Repairs and installation of drainage diversion structure/retaining wall Work Scope: Debris removal and cleanup, Electrical Repairs and installation of drainage diversion structure/retaining wall	\$ 65,000	F	F/C		No	No	Yes

List of Projects

Disaster Number 2018-01

5	Sewer Lift Station 16, 17433Hwy 120 Big Oak Flat Ca 95305	<p>Damage: Public Sewer System Pump Station Inundation with stormwater from adjacent drainage</p> <p>Work Scope: Debris removal and cleanup, Electrical Repairs and repair/replacement of lights</p>	\$ 3,500	F	F/C	No	No	Yes
6	Sink Hole Ferretti Rd 18998-19020 Ferretti rd Groveland Ca 95321 37.84778 N, 120.22139W	<p>Damage: Public Water and Sewer Mains severed by failed culvert</p> <p>Work Scope: Temporary service restored, reinstallation of water and sewer main following culvert repair</p>	\$ 60,000	F	F/C	No	No	No
7	Alternative Water Supply (AWS) Treatment Plant, 12742 Par Ct Groveland Ca 95321	<p>Damage: Electrical System Damaged by flood related power surge</p> <p>Work Scope: Replace fuses and Variable Frequency Drives</p>	\$ 75,000	F	F/C	No	No	No
8	Administrative Office 18966 Ferretti Rd Groveland Ca 95321	<p>Damage: Parking lot and access road erosion, undermining and asphalt failure</p> <p>Work Scope: Remove asphalt, replace failed substructure, replace asphalt surface</p>	\$ 105,000	C	F/C	No	No	No
9	Wastewater Treatment Plant 18966 Ferretti Rd Groveland Ca 95321	<p>Damage: Gravel road erosion and drainage flume erosion</p> <p>Work Scope: restore roads, improve Reservoir #1 drainage, replace concrete drainage flume</p> <p>Damage: Flood water and soil damage to generator building, maintenance shop, partial inundation, soil deposits to Res #1 diversion Flume and STP Perk ponds</p> <p>Work Scope: repair damaged siding and mold treatment</p>	\$ 170,000	D	C	No	FEMA-4301, Cal OES 109-91003	Yes
10	Wastewater Treatment Plant 18966 Ferretti Rd Groveland Ca 95321	<p>Damage: building inundation causing foundation undermining on concession stand and stage concrete area, water damage to structures, appliance and content damage</p> <p>Work Scope: building sheetrock, siding and insulation repair/replacement and mold remediation, concrete slurry installation under slab foundation and concrete slab, appliance and content replacement</p>	\$ 15,000	A	C	\$250,000 buildings only	No	NO
11	Mary Laveroni Park, 18800-18852 Hwy 120 Groveland Ca 95321, 37.83995N, 120.2274W	<p>Damage: building inundation causing foundation undermining on concession stand and stage concrete area, water damage to structures, appliance and content damage</p> <p>Work Scope: building sheetrock, siding and insulation repair/replacement and mold remediation, concrete slurry installation under slab foundation and concrete slab, appliance and content replacement</p>	\$ 30,000	E	F/C	\$250,000 buildings only	No	Yes

List of Projects

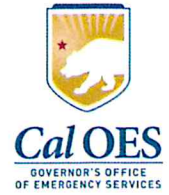
Disaster Number 2018-01

12	Mary Laveroni Park, 18800-18852 Hwy 120 Groveland Ca 95321, 37.83995N, 120.2274W	<p>Damage: Erosion damage and soil displacement throughout lower park area, road and parking area destruction</p> <p>Work Scope: Debris removal, grading and gravel fill installed and compacted,, underground water, electrical and irrigation repair</p>	\$ 250,000	G	F/C	No	No	Yes
13	Second Garotte Water Treatment Plant 20111 Old Hwy 120 Groveland Ca 95321	<p>Damage: Erosion and culvert displacement</p> <p>Work Scope: replace culvert and restore gravel road</p>	\$ 10,000	C	F/C	No	No	No
14	Wastewater Treatment Plant 18966 Feretti Rd Groveland Ca 95321	<p>Damage: Erosion and culvert displacement</p> <p>Work Scope: replace culvert and bank</p>	\$ 20,000	C	C	No	No	No

*CATEGORY: A) Debris Clearance; B) Protective Measures; C) Road System; D) Water Control Facility; E) Buildings and Equipment; F) Public Utility System; G) Other. (Note: if a single site has more than one category, indicate the category that represents the majority of damage.)



Fact Sheet



CDAA-2018-01: March 2018 Storms

California Disaster Assistance Act Funding for the March 2018 Storms

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

On April 19, 2017, a Governor's Proclamation was issued to secure funding to help communities respond to and recover from the storms that forced many road closures and severely damaged infrastructure. This fact sheet contains information regarding the available assistance and California Disaster Assistance Act (CDAA) application information.

Important Disaster Information

The incident period is March 21, 2018, through March 23, 2018.

The March 2018 Storms incident (CDAA-2018-01) makes available CDAA funding for eligible costs in Mariposa, Merced, and Tuolumne counties.

Applicants Eligible for Assistance

The following local government entities are eligible for disaster assistance under CDAA:

- Cities
- Counties
- Special Districts
- School Districts
- Community College Districts
- Certain Private Non-profit Organizations

CDAA application packets must be received by the Public Assistance Division at the address below no later than Monday, June 18, 2018.

Mr. David Gillings
 State Public Assistance Officer
 California Governor's Office of
 Emergency Services
 Public Assistance Division
 3650 Schriever Avenue
 Mather, CA 95655
Attn: CDAA-2018-01

Or by email at DisasterRecovery@CalOES.ca.gov

Available Assistance – Public Assistance Program

The types of work eligible are illustrated below:

- | EMERGENCY WORK | PERMANENT WORK |
|--|---|
| <ul style="list-style-type: none"> • Debris Removal (Category A) • Emergency Response and Protective Measures (Category B) | <ul style="list-style-type: none"> • Roads and Bridges (Category C) • Water Control Facilities (Category D) • Buildings and Equipment (Category E) • Utilities (Category F) • Parks, Recreational Facilities, Other Items (Category G) |

Important Application Information

All forms are available by visiting our website:
www.caloes.ca.gov/cal-oes-divisions/recovery/forms

CDAA application packets must contain the following:

- ✓ *Project Application California Disaster Assistance Act Program* (Cal OES 126)
- ✓ *List of Projects* (Cal OES 95)
- ✓ *Designation of Applicant's Agent Resolution* (Cal OES 130)



Andrew Kuhn - akuhn@mercedsun-star.com



3650 SCHRIEVER AVENUE, MATHER, CA 95655
 RECOVERY SECTION & PUBLIC ASSISTANCE DIVISION
 (916) 845-8200 TELEPHONE (916) 845-8388 FAX
www.CalOES.ca.gov

RESOLUTION NO. 19-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT (THE “DISTRICT”) AUTHORIZING THE INTERFUND BORROWING AND TRANSFER OF \$250,000.00 FROM THE FIRE FUND OF THE DISTRICT TO THE PARK FUND OF THE DISTRICT, AUTHORIZING AND DIRECTING EXECUTION OF A PROMISSORY NOTE AND AN INTER-FUND TRANSFER AGREEMENT, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the Groveland Community Services District (the “**District**”) is a community services district duly organized and validly existing under and by virtue of the Constitution and laws of the State of California; and

WHEREAS, the District has received a notice of Approved Funding Application under the California Disaster Assistance Act (CDAA), under CDAA-2018-01 March 2018 Storms, Cal OES Log: 659155, and pursuant to the CDAA, (the “**Act**”) for the purpose of funding a portion of the “**Project**” as defined in the Act, including the restoration, repair and renovation of flood damaged grounds and facilities at Mary Laveroni Park; and

WHEREAS, the District requires a short term transfer of funds in the amount of \$250,000.00 from its Fire Account to its Park Account to make advance payments for Project expenses, with such funds to be reimbursed to the District at 75% of expenses incurred when the Project is completed from grant funds pursuant to a Damage Survey Report (DRS) and Funding Agreement to be approved in the near future; and

WHEREAS, to accomplish and properly document the transfer of funds from the District’s Fire Account to the District’s Park Account, the District has prepared for execution an Inter-Fund Promissory Note (the “**Note**”), and an Inter-Fund Transfer Agreement (the “**Inter-Fund Transfer Agreement**”) (together the “**Inter-Fund Transfer Documents**,” constituting the “**Inter-Fund Transfer Transaction**”); and

WHEREAS, the District has duly considered the Inter-Fund Transfer Transaction, and wishes at this time to approve said transaction in the public interests of the District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GROVELAND COMMUNITY SERVICES DISTRICT AS FOLLOWS:

Section 1. Approval of the Inter-Fund Transfer Transaction. The findings set forth in the recitals hereof are true and correct. The District hereby approves the Inter-Fund Transfer Transaction, approves the Inter-Fund Transfer Documents in substantially the form on file with the Secretary, together with any additions thereto, changes therein, or additional documentation deemed necessary or advisable by the President, the Vice President or the General Manager, or their authorized representatives (collectively, the “**Authorized Officers**”), upon consultation with District Counsel, and authorizes the execution, delivery, and performance of the Inter-Fund Transfer Documents by any of the Authorized Officers for the purposes hereinbefore described.

Section 2. Transfer of Funds. Upon execution and delivery of the Inter-Fund Transfer Documents the District hereby authorizes the transfer of \$250,000.00 from the District's Fire Account to the District's Park Account for the purposes hereinbefore described.

Section 3. Official Action. The officers and staff of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the Inter-Fund Transfer Transaction.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 2nd day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**GROVELAND COMMUNITY SERVICES
DISTRICT**

President

ATTESTED:

District Secretary

Resolution 19-18

I hereby certify that the above Resolution No.19-18 was duly introduced, read and adopted by the District at a special meeting held on August 2, 2018.

District Secretary

INTERFUND TRANSFER AGREEMENT Groveland Community Services District

This Interfund Transfer Agreement ("**Agreement**") is entered into as of August 2, 2018, between Groveland Community Services District - Park Fund ("**Borrower**"), and Groveland Community Services District - Fire Fund ("**Lender**"), with reference to the following:

A. Borrower has requested that Lender temporarily lend funds to Borrower's Park Fund from Lender's Fire Fund, to be used by Borrower exclusively for the purpose of funding the "Project" as that term is used in the Approved Funding Application, List of Projects #11 and #12, and as more particularly specified in the attached Exhibit A, and not for personal, family, or household purposes.

B. Lender has considered Borrower's request and is willing to temporarily lend Borrower funds for the purposes set forth in the attached Exhibit A on the terms stated in this Agreement, and pursuant to Lender's Resolution dated August 2, 2018.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Term loan (Promissory Note)

(A). On or before September 2, 2018, on Borrower's request, Lender will lend to Borrower the principal sum of \$250,000.00. That loan shall be evidenced by a promissory note ("**Note**"), in the form attached as Exhibit B, executed by Borrower, dated the date the loan is made, providing for the payment of interest at one-quarter of one percent (0.250%) per month, computed on the basis of a 365-day or 366-day year, as the case may be, and actual days elapsed, all due and payable on or before December 31, 2019.

(B). The loan described in this section is called the "**Loan.**"

2. Conditions Precedent to the Making of the Loan. Lender's obligation to make the Loan is subject to the conditions that, on or before September 2, 2018 ("**Closing Date**"), there shall have been delivered to Lender, in form and substance satisfactory to Lender and its counsel:

(A). A request from an authorized representative of Borrower's Park Department, authorizing the borrowing provided for in this Agreement, and the execution, delivery, and performance of this Agreement and any note or other instrument or agreement required under this Agreement.

(B). Any note or notes required by Section 1 of this Agreement.

3. Representations and Warranties. Borrower represents and warrants to Lender that the following statements are true, correct, and complete as of the Closing Date:

(A). Borrower has the requisite power and authority to borrow the sums provided for in this Agreement, to execute and deliver this Agreement and any note or other instrument or agreement required under this Agreement, and to perform and observe the terms and provisions of this Agreement and of all such other notes, instruments, and agreements.

(B). All action by Borrower and its designated officers necessary for the authorization, execution, delivery, and performance of this Agreement and any note or other instrument or agreement required under this Agreement, has been duly taken.

(C). The officers of Borrower executing this Agreement and the Note or any other instrument or agreement required under this Agreement have been duly appointed to such office and are fully authorized to execute the Agreement and the Note or any other instrument or agreement required under this Agreement.

(D). This Agreement has been duly executed and delivered by Borrower, and constitutes the legal, valid, and binding obligation of Borrower, enforceable against it in accordance with its terms, and any note or other instrument or agreement required under this Agreement, when executed and delivered by Borrower, will similarly constitute the legal, valid, and binding obligation of Borrower, enforceable against it in accordance with its terms.

(E). All financial information and other data furnished by Borrower to Lender are complete and correct.

4. Affirmative Covenants. Borrower covenants and agrees that as long as the credit granted by this Agreement shall remain available, and until the full and final payment of the Loan and all other obligations outstanding under this Agreement, it will, unless Lender waives compliance in writing:

(A). Use the proceeds of the Loan exclusively for the purposes described in Exhibit A attached hereto.

(B). Deliver to Lender, in form and detail reasonably satisfactory to Lender:

(1). All statements, lists of property and accounts, budgets, forecasts, or reports regarding Borrower that Lender reasonably may request, and

(2). Execute and deliver any further instruments, certificates, or documents, and take such further action, as may reasonably be requested by Lender to implement or effect the purposes of this Agreement.

5. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under the Agreement:

(A). Borrower shall fail to pay all amounts due under the Note, including all interest and principal, in accordance with the terms of this Agreement or of the Note evidencing the Loan; or

(B). Any representation or warranty by Borrower in this Agreement or in any agreement, instrument, or certificate executed under this Agreement or in connection with any transaction contemplated by this Agreement shall be false or misleading in any material respect when made.

6. Remedies.

Without limiting any other rights or remedies of Lender provided for elsewhere in this Agreement, the Note, or any other instruments or agreements executed in connection therewith, on the occurrence and during the continuance of an Event of Default under Section 5, without further act, the unpaid principal amount of the Note, together with all accrued interest thereon and any fees and other amounts owing under this Agreement, the Note, and the other instruments and agreements executed in connection therewith, shall automatically accelerate and become immediately due and payable, without presentment, demand, protest, or notice of

any kind, all of which are hereby expressly waived, anything herein or in the Note or other instrument or agreement to the contrary notwithstanding.

7. Addresses.

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and, if delivered personally, when it is delivered; if delivered electronically through the Internet, when it is received; or, if delivered in another manner, the earlier of when it is actually received by the party to whom it is directed or, if it is sent to the address listed below or to any other address that the party may designate for itself by notice given in accordance with this section, when the period set forth below expires (whether or not it is actually received):

(a) if deposited with the U.S. Postal Service, postage prepaid and addressed to the party to receive it as set forth below, (1) 3 days after such deposit as registered or certified mail if addressed to a location in the U.S.A., or (2) 10 days after such deposit as registered or certified airmail if addressed to a location outside of the U.S.A.; or

(b) if accepted by Federal Express or a similar delivery service in general usage for delivery to the address of the party to receive it as set forth below, 24 hours after the delivery time promised by the delivery service.

If to Lender:

General Manager
Groveland Community Services District,
18966 Ferretti Road
Groveland, CA 95321

If to Borrower:

Office Manager
Groveland Community Services District,
18966 Ferretti Road
Groveland, CA 95321

8. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, provided that Borrower shall not assign this Agreement or any of the rights, duties, or obligations of Borrower under this Agreement without Lender's prior written consent.

9. Delay and waivers. No delay or omission to exercise any right, power, or remedy accruing to Lender on any breach or default of Borrower under this Agreement shall impair any right, power, or remedy of Lender, nor shall it be construed to be a waiver of any breach or default, or an acquiescence in breach or default, or waiver of or acquiescence in any similar breach or default occurring later; nor shall any waiver of any single breach or default be considered a waiver of any other prior or subsequent breach or default. Any waiver, permit, consent, or approval of any kind by Lender of any breach or default under this Agreement, or any waiver by Lender of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in that writing. All remedies, either under this Agreement or by law or otherwise afforded to Lender, shall be cumulative and not alternative.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement by their respective duly authorized officers on the day and year first above written.

Borrower:

Lender:

Groveland Community Services District,
Park Fund

Groveland Community Services District,
Fire Fund

By: _____
Printed Name: Jennifer Flores
Title: Office Manager

By: _____
Printed Name: Peter Kampa
Title: General Manager

EXHIBIT A

INTERFUND
LOAN PURPOSE

Funding of the "Project" as that term is used in the Approved Funding Application, List of Projects #11 and #12. The Project description further includes any additional work detailed in the Damage Survey Report to be issued by CalOES upon Funding Commitment, and improvements necessary to restore the park facilities to pre-flood condition including betterments determined necessary by District management even if not funded by CalOES.

EXHIBIT B

FORM OF PROMISSORY NOTE

INTERFUND PROMISSORY NOTE

Principal amount: \$250,000.00

Date: September 2, 2018

On or before December 31, 2019 (the "**Maturity Date**"), for value received, the undersigned ("**Borrower**") unconditionally promises to pay to the order of Groveland Community Services District, Fire Fund ("**Lender**"), in the manner and at the place provided below, the principal sum of \$250,000.00, plus all accrued and unpaid interest.

Fixed Interest Rate. Interest on the unpaid principal balance of this Note is payable from the date of this Note until this Note is paid in full, at the rate of one-quarter of one percent (0.250%) per month.

Interest Calculation. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period during which it accrues.

Payment Terms:

All payments of principal and interest in respect of this note shall be made on or before the Maturity Date in lawful money of the United States of America in same day funds, without offset, deduction, or counterclaim of any kind, at Groveland Community Services District, 18966 Ferretti Road, Groveland, CA 95321, or other place as Lender may from time to time designate in writing.

In no event shall the interest rate payable on this Note exceed the maximum rate of interest permitted to be charged under applicable law.

Prepayment Permitted. Borrower may prepay this Note in whole or in part and on any date.

Events of Default. All sums remaining unpaid under this Note become immediately due and payable, at Lender's option, without notice, demand, or presentment, and regardless of any prior forbearance, on the occurrence of any of the following events:

Borrower's failure to make the payment due under this Note at its maturity; or

Borrower's default, breach, or failure to perform, under any agreement or instrument executed in connection with this Note.

Acceleration. On the occurrence of any event of default under this Note, Lender, at its option and without notice or demand on Borrower, may terminate any or all obligations that it may have to extend further credit to Borrower and may declare the entire unpaid principal balance of this Note and all accrued interest thereon to be immediately due and payable. All rights of Lender stated in this Note are cumulative and in addition to all other rights provided by law, in equity, or in any agreement executed in connection with this Note.

Waiver of Certain Matters. Diligence, demand, presentment, notice of dishonor, and protest are waived by all Borrowers, sureties, guarantors, and endorsers of this Note. To the extent permitted by law, Borrower waives the right, in any action on this Note, to assert that the action was not commenced within the time required by law for commencement of the action

Loan Purpose. The proceeds of this Note are to be used by Borrower exclusively for financing the "Project," as specified in the Interfund Loan Agreement dated the same date hereof, including the restoration of Mary Laveroni Park to pre-Flood conditions, and not for personal, family, or household purposes.

Time of the Essence. Time is of the essence for every obligation under this Note.

Choice of Law. This Note, and all matters relating hereto and arising herefrom (whether sounding in contract law, tort law or otherwise), shall be interpreted in accordance with the internal laws (and not the conflict of laws rules) of the state of California governing contracts to be performed entirely within California. The provisions of the Loan Agreement regarding consents to jurisdiction and venue, service of process and waivers of jury trial are incorporated here by reference.

Headings. The headings in this Note are included solely for convenience of reference and shall not affect the interpretation of any provision of this Note or any of the rights or obligations of the Lender or Borrower.

Severability of Note. If a court or an arbitrator of competent jurisdiction holds any provision of this Note to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Note shall not be affected.

Waiver. No delay or omission by Lender in exercising any right or remedy under this Note or any other agreement executed in connection with this Note operates as a waiver of the future exercise of that right or remedy or of any other rights or remedies under this Note or any other agreement executed in connection with this Note. Further, no waiver of any breach, any failure of a condition, or any right or remedy under this Note (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned executed this Note as of the day and year first hereinabove set forth.

Borrower: Groveland Community Services District,
Park Fund

By: _____
Printed Name: Peter Kampa
Title: General Manager