

AGENDA SUBMITTAL

TO: GCSB Board of Directors
FROM: Peter Kampa, General Manager
DATE: August 13, 2018

SUBJECT: Reject in Full the Claim for Damages; 19048 Dyer Ct, Rodney Raine

BACKGROUND

The District has adopted a policy detailing the procedures for the filing of claims against the district for damages. The purpose of these policies is to establish uniform procedures for the filing of claims against the District for money or damages in accordance with the requirements of the Government Claims Act (Gov. Code § 810-996.6 hereinafter the "Act"). In general, the Act and these policies require that a legal action for money or damages against the District may not be maintained in a court of law unless a written claim has first been timely presented to the Board of Directors of the District and rejected in whole or in part.

Compliance with the procedures specified in the Act and these policies is mandatory in order for the claimant to maintain a judicial action against the District for monetary damages. The purpose of the GCSB policy is to give the District an opportunity to settle justifiable claims before legal action is brought. Second, these policies permit the District to make an early investigation of facts, on which the claim is based, thereby enabling the District to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim.

The Act requires that all claims against the District for money or damages comply with the claims presentation requirements specified in the Act and summarized in GCSB policies. A claim for money or damages against the District may include a claim of property damage to real property, property damage to personal property, personal injury damages which include any form of injury to a person including physical injury or injury to reputation or character, or a claim of contractual damages.

The most common types of claims which may be filed against the District requesting money or damages from the District are:

Tort Claims

- a. Claims of negligence by the District or its employees resulting in personal injury or property damage;
- b. Claims of nuisance resulting in personal injury or property damages;
- c. Breach of statutory duties;
- d. A claim alleging intentional wrongful conduct by District employees in the course of their employment causing personal injury or property damage including but not limited to fraud, false arrest, assault and battery, or discrimination.

SUMMARY

On April 15, 2018 the asphalt surface on Ferretti Road failed and fell in on our water main below, causing it to rupture. District staff responded to the main break and shut down water service to the area under emergency conditions, which do not allow time for advance customer notification or the ability to close individual affected customer valves.

Following repair, water service was restored to the area, and routine flushing from fire hydrants was conducted to purge air from the water mains per standard procedures. The water system also has air relief valves at system high-points which automatically purge some trapped air from the mains. It is impossible to purge all air from the system when it is re-pressurized, and it is normal for the water in customer plumbing to drain back (called backflow) into the mains as the system drains out of the leak after system shutdown. The air that remains in customer plumbing is then trapped when the system is re-pressurized. In normal customer plumbing, this trapped air is easily purged by opening faucets.

After the system was re-pressurized, customers who called in were instructed to run faucets to purge air. A customer, located at 19048 Dyer Ct, called stating that his plumbing equipment was not working due to trapped air. Attached please find the District Claim Form, properly completed and timely filed by Rodney Raine and including an invoice claiming damages associated with the incident.

In accordance with our policy, an investigation of the claim was performed by District staff. Also attached is our report of investigation and response prepared by Operations Manager Luis Melchor.

The Board of Directors of the District is authorized, within a period of forty-five (45) days after the claim has been presented to the District, to take any of the following actions: (1) reject the claim entirely; (2) allow the claim in full; (3) allow the claim in part and reject the balance of the claim; (4) compromise the claim or settle the claim if the liability or amount due is disputed; (5) take no action, thus permitting the claim to be denied by operation of law pursuant to Government Code Section 912.4(c).

For claims in excess of the District's \$2000 deductible, the District's insurance coverage provider recommends that if the Board of Directors of District disputes any aspect of alleged District liability for the claim, or disputes in part the amount of money or damages alleged in the claim or the specific District action requested in the claim, that the Board of Directors of District reject the claim in its entirety and forward it to the insurance coverage provider for additional investigation and adjustment of the claim.

The amount of the claim is less than our insurance deductible, therefore we would not submit to our insurance for processing. The District's Water Service Ordinance establishes standards and requirements for connection to the system. Water Ordinance Article VII, General Use Regulations Section 7.4. Interruptions in service states as follows:

The GCSD shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the GCSD. Temporary shutdowns may be made by the GCSD to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns. The GCSD will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.

ARTICLE I. General Provisions

Section 1.4. Pressure conditions.

All applicants for service connections or water service, by accepting such service, are deemed, and consent, to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold the GCSD harmless from any damages arising out of low pressure or high pressure conditions or interruptions in service.

The entrapment of air in the customer's plumbing system is beyond the control of the GCSD, and therefore it is management's recommendation that the claim should be rejected. No other customers in the area experienced damages as a result of this emergency shutdown. It is recommended that the customer install a means of automatically or manually purging air from the specialized water/room heating system to avoid damage in the future.

RECOMMENDED ACTION

Move to Reject the claim in its entirety as presented.

ATTACHMENTS

- Claim Form
- Investigation Report (email)

FINANCIAL IMPACTS

There is no cost with rejection of the claim.

Exhibit 100-C-A-Claim Form

Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350

I. The Name and Post Office Address of the claimant:

Rod RAINE
19048 Dyer Ct.
Groveland, CA 95321

II. The Post Office Address to which the person presenting the claim desires notices to be sent:

Daytime Telephone: 209 595 8029

Evening Telephone: _____ Message Telephone: 209 962 5056

III. The Date, Place, and other Circumstances of the occurrence or transaction, which gave rise to the claim asserted:

Date of Occurrence: April 15th 2018 Time of Occurrence ?

Place of Occurrence: 19048 Dyer Ct.

Circumstances: Groveland, CA

Ferrite Rd. collapsed and broke ^{the} main water line
causing excessive air in the water lines resulting in
damaging my heater/water heater

IV. A General Description of the Indebtedness, Obligation, Injury, Damage or Loss incurred so far as it may be known at the time of presentation of the claim:

Parts and labor to fix heater/water heater was
\$21.10 not counting the inconvenience of being
without heat + hot water for a month ill let the board
decide what that's worth.

V. The Name or Names of the Public Employee or Employees causing the injury, damage, or loss, if known:

?

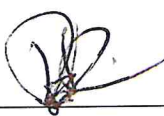
RECEIVED
169
JUN 29 2018

BY:

VI. Amount of Claim: \$ 621.10 (if less than \$10,000.00)
Jurisdiction of Claim: _____ Municipal Court (Claims to \$25,000)
_____ Superior Court (Claims over \$25,000)

Basis of Computation:
See Attached bill

VII. Declaration:
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.

Signature of Claimant or Representative:  _____
Date: 6/29/18

Note: If more space is required to answer these questions, please write in black ink or type on separate pieces of paper.

Lynnvox Complete Heat

Heating + Hot Water in
Same Unit

April 15th water control broke

April 16th Luis McLehan blind Lincs

No Hot water or Heat

For one month

still Air in Lincs

May 15th? Brad Brown jumped

limit switch so I could

run water heater long

Enough to shower

took weeks to get right
parts.

RECEIVED
JUN 26 2013

JUNE 15th Repaired

BY:

EXCESSIVE AIR IN THE WATER

LINE CAUSED \$621.00 IN DAMAGES

WHICH I EXPECT TO BE REPAID.

~~FOR~~ ONE MONTH WITHOUT HOT

WATER OR HEAT SHOULD BE

CONSIDERED ALSO.

ROD RAINI 19048 DYN CT.

209-595-8029

Luis Melchor

From: Mother Lode Answering Srvc <mlasoperator@gmail.com>
Sent: Tuesday, April 17, 2018 7:00 AM
To: Amanda Livingston
Cc: Jon Sterling; Luis Melchor
Subject: End of Day Summary containing 2 calls

Caller Name: Rod Raine

Contact Number: 209-595-8029

Address: 19048 Dyer Ct , City Groveland

Unit #: Text Lot #: Text

Message: Please call, water heater is house heater - since the water main broke on Feretti Rd., his heater doesn't work.

Advised can hold for office hours.

Call Taken 4/16/2018 6:01 PM

Caller Name: Gloria Young

Contact Number: 209-962-7970

Address: 19021 Dyer Court , City Groveland

Unit #: 5 Lot #: 284

Message: Water was clear after break yesterday but now its cloudy

No response from O/C

LWOC 11:38 AM Monday, April 16, 2018 Brandon

Relayed to Luis 11:55 AM Monday, April 16, 2018

Call Taken 4/16/2018 11:19 AM

RECEIVED
JUN 26 2018

BY:

Invoice

Brad Brown
Astro Heating & Air Cond. Inc.
19247 James Circle
Groveland, CA 95321
209.962.0202 Lic. #522881

Number
Date

Bill To

Rod Raine
Dyer Court
Groveland, CA, 95321

Ship To

Rod Raine
Dyer Court
Groveland, CA, 95321

P.O.Number
CompleteHeat

Description	Amount
Called out for no hot water or heat to the house. Found circulating pump siezed up from running with air in the water tank. The siezed pump caused the system to trip out on the high limit safety switch. Installed a new pump and switch. System is now working properly.	
New "Taco" recirc pump #006-ST4	\$283.00
New 135 degree limit switch	\$32.80
4.25 hours labor @ \$68.00 per hour	\$289.00
Shipping	\$16.30

Please Note: The Lennox CompleteHeat system cannot operate with air in the system.

Total \$621.10

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$621.10	\$0.00	\$0.00	\$0.00	\$621.10

Luis Melchor

From: Luis Melchor
Sent: Friday, July 20, 2018 1:42 PM
To: Peter Kampa (pkampa@kampacs.com)
Subject: Damged heater/ hot water heater at 19048 Dyer Ct

Pete

On April 16, 2018 Rod Raine called Mother Load Answering Service at 6:01 Pm stating that his hot water heater/house heater has not worked since the water main broke on Ferretti Road(April 15, 2018 at 930am). He advised the service this could hold for office hours. On April, 17 2018 Brandon Klein and myself went and met with Mr. Raine at 0930 and investigated his situation. We found trapped air in his house lines and assisted him on bleeding the air from outside faucets, this took about 40 min. He showed us his heating unit that was not working which had trapped air as well, this tripped the limit switch to the recirculation pump which shut the unit down. Bleeding the air did not help with his hot water heater/house heater, we advised him to call a plumber and have the unit looked at. We only had one other call out on that street since the water main break and that was located across the street from Mr. Raine at 19021 Dyer Ct for cloudy water.

Luis Melchor
Operations & Maintenance Manager
Groveland Community Services District
Phone: 209-962-7161 ext. 18
Cell: 209-206-8002
Fax: 209-962-4943
lmelchor@gcsd.org

AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter Kampa, General Manager

DATE: August 13, 2018

SUBJECT: Allow in Full the Claim for Damages; James Forden, 19297 Oak Grove Circle

BACKGROUND

The District has adopted a policy detailing the procedures for the filing of claims against the district for damages. The purpose of these policies is to establish uniform procedures for the filing of claims against the District for money or damages in accordance with the requirements of the Government Claims Act (Gov. Code § 810-996.6 hereinafter the "Act"). In general, the Act and these policies require that a legal action for money or damages against the District may not be maintained in a court of law unless a written claim has first been timely presented to the Board of Directors of the District and rejected in whole or in part.

Compliance with the procedures specified in the Act and these policies is mandatory in order for the claimant to maintain a judicial action against the District for monetary damages. The purpose of the GCS D policy is to give the District an opportunity to settle justifiable claims before legal action is brought. Second, these policies permit the District to make an early investigation of facts, on which the claim is based, thereby enabling the District to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim.

The Act requires that all claims against the District for money or damages comply with the claims presentation requirements specified in the Act and summarized in GCS D policies. A claim for money or damages against the District may include a claim of property damage to real property, property damage to personal property, personal injury damages which include any form of injury to a person including physical injury or injury to reputation or character, or a claim of contractual damages.

SUMMARY

On June 6, 2018 the District responded to a service call of low water pressure at 19297 Oak Grove Circle. District staff responded, identified a failed pressure regulator as the cause of the low pressure situation, and the customer hired a plumber to replace the regulator. Following replacement of the regulator, the low pressure condition continued, and was determined to be a fouled water meter.

Attached please find the District Claim Form, properly completed and timely filed by James Forden and including an invoice claiming damages associated with the incident.

In accordance with our policy, an investigation of the claim was performed by District staff. Also attached is our report of investigation and response prepared by Operations Manager Luis Melchor.

The Board of Directors of the District is authorized, within a period of forty-five (45) days after the claim has been presented to the District, to take any of the following actions: (1) reject the claim entirely; (2) allow the claim in full; (3) allow the claim in part and reject the balance of the claim; (4) compromise the claim or settle the claim if the liability or amount due is disputed; (5) take no action, thus permitting the claim to be denied by operation of law pursuant to Government Code Section 912.4(c).

The amount of the claim is less than our insurance deductible, therefore we would not submit to our insurance for processing. The District's Water Service Ordinance establishes standards and requirements for connection to the system. Water Ordinance Article VII, General Use Regulations Section 7.4. Interruptions in service states as follows:

The GCSD shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the GCSD. Temporary shutdowns may be made by the GCSD to make improvements and repairs. Whenever possible and as time permits, all customers affected will be notified prior to making such shutdowns. The GCSD will not be liable for interruption, shortage or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or any other cause not within its control.

The fouled water meter was under the control of the GCSD, and therefore it is management's recommendation that the claim be allowed in full as the cost of the plumbing service call is reasonable, and the situation could have been avoided had the responding District employees checked the condition of the meter prior to leaving the property. We have since adjusted our procedures for responding to low pressure complaints.

RECOMMENDED ACTION

Move to Accept the claim in full as presented, and authorize payment to be made in the amount of \$125 as detailed in the claim form.

ATTACHMENTS

- Claim Form
- Investigation Report (email)

FINANCIAL IMPACTS

The cost of settling this claim will be the claimed damages of \$125.

Exhibit 100-C-A--Claim Form

Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350

I. The Name and Post Office Address of the claimant:

JAMES FORDEN _____
9506 N. MADISON RIDGE RD FRESNO, CA. _____
93720 _____

II. The Post Office Address to which the person presenting the claim desires notices to be sent:

_____(SAME AS ABOVE)_____

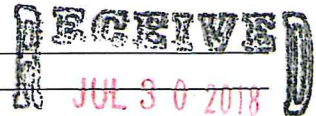
Daytime Telephone: (559) 246-3299 _____
Evening Telephone: SAME _____ Message SAME _____

III. The Date, Place, and other Circumstances of the occurrence or transaction, which gave rise to the claim asserted:

Date of Occurrence: 7-09-2018 _____ Time of Occurrence , _____
Place of Occurrence: 19297 Oak Grove Circle. Groveland _____
Circumstances: _____

Notified GCSD of low water pressure in early June. Techs came to property and advised me to have PRV_replaced. Suggested Parrot Plumbing. Parrot Plumbing replaced PRV and advised that our meter and possibly the supply line to the meter were obstructed. Called GCSD_who sent techs out who said that the meter could not be the problem, because all meters in our neighborhood tested low. Subsequently, I discovered that the low pressure problem still existed. and called Parrot Plumbing out to further investigate.They advised that the meter was indeed obstructed, and they would so inform GCSD. On a subsequent visit to the property, we found the low pressure problem to still be in existence. Again notified GCSD of the problem and gave them our bill for having Parrot Plumbing again come out to investigate the problem with an explanation of their findings that the meter was clogged. This time, GCSD techs did inspect the meter and found it to be obstructed to the point that it was no longer operational., a finding that should have been accomplished when I first called them out to inspect the meter. Additionally, according to GCSD, one of the supply lines serving our neighborhood were found to be obstructed.. _____

— ’



BY:

IV. A General Description of the Indebtedness, Obligation, Injury, Damage or Loss incurred so far as it may be known at the time of presentation of the claim:

\$125.00, as detailed in the attached invoice from Parrot Plumbing.

V. The Name or Names of the Public Employee or Employees causing the injury, damage, or loss, if known:

Not known _____

VI. Amount of Claim: \$ 125 _____ (if less than \$10,000.00)

Jurisdiction of Claim: ___ Not known _____ Municipal Court (Claims to \$25,000)

_____ Superior Court (Claims over \$25,000)

Basis of Computation:

___ As stated on invoice from Parrot Plumbing dated

7/09/18 _____

VII. Declaration:

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.

Signature of Claimant or Representative: _____



Date: ___ 7/27/2018 _____

Note: If more space is required to answer these questions, please write in black ink or type on separate pieces of paper.



**Parrot
Plumbing**

PARROT PLUMBING-MICLAKE ENTERPRISES, INC.

Box 127
Coulterville, CA 95311
(209) 852-2267
C-36 #791575

CUSTOMER'S ORDER NO. _____ PHONE 559-246-3299 DATE 7/09/18

NAME: Jim Forden
ADDRESS: 19297 Oak Grove Circle
Groveland, Ca. 95321

PAID BY CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
------	-------------	-------	--------

Diagnosed low water pressure/volume after replacing PRV.
Removed water meter. Found mud inside meter. Tested backside of meter. 40 psi and low volume. Recommend GCSD replaces water meter.

Service Call	125 ⁰⁰
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9506 North Madison Ridge Rd
Fresno, Ca 93720

Peter Kampa

From: Luis Melchor <lmelchor@gcsd.org>
Sent: Monday, July 30, 2018 11:36 AM
To: Peter Kampa
Subject: James Forden Claim

Pete

On June 6 2018 James Forden called into the office about low water pressure at his residence at 19297 Oak Grove Cir. Gene Pike and Patrick Sommarstrom responded, they met with James and tested the pressure from a hose bib on the side of his house which read 38Psi they opened a second hose bib and found that the PRV was not operating properly and recommended Mr. Forden to call a plumber and have his PRV changed out, which he did. Then on 7-9-2018 Milt Lake with Parrots Plumbing came into the office and notified me that Mr. Forden called him back because low water pressure was still a problem even after changing out his PRV. Milt Lake did some test and ended up checking the pressure at the water meter which read 40PSI during the test, he pulled the water meter to see if any obstruction was causing a volume problem and at this time he found debris inside the meter. I sent Gene Pike and Patrick Sommarstrom out to change the meter on 7-9-2018, and when they took apart the meter they did find some debris and that the meter was not functioning correctly. On 7-16-2018 I had Brandon Klein go out and test hydrants PSI on Oak Grove Cir. And Muller Drive he found that the area was all around 40PSI which is lower than normal due the route we are moving water because of Ferretti Road. James Forden has adequate PSI but it is lower than what he is used to due to the 10" line in Ferretti Road being out of service. I called James on 7-17-2018 and let him know that the meter was changed out and that 40PSI the pressure he will have until the 10" line is repaired. He was also concerned about Fire Protection and I assured him that was not a problem. I asked if he needed anything else and he said he was find with the outcome. Then on 7-20-2018 he called in wanting his \$125 bill paid for.

Luis Melchor

Operations & Maintenance Manager
Groveland Community Services District
Phone: 209-962-7161 ext. 18
Cell: 209-206-8002
Fax: 209-962-4943
lmelchor@gcsd.org

RESOLUTION NO. 23-18

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
EXPRESSING APPRECIATION TO THE GROVELAND ROTARY CLUB
FOR THEIR OUTSTANDING EFFORT IN COLLECTING COMMUNITY
DONATIONS FOR THE MARY LAVERONI PARK RESTORATION PROJECT**

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District owns and operates Mary Laveroni Park and its related public facilities that include a concession stand, amphitheater, grassy areas, parking lots, sidewalks and other features; and

WHEREAS, the above detailed park features were all significantly damaged and currently unusable as the result of flash flooding in the community that occurred on March 22, 2018; and

WHEREAS, the park grounds and facilities are a significant community asset and are of great importance in their support of major community events that occur during the summer months; and

WHEREAS, The Groveland Rotary Club initiated a campaign to collect community donations to aid in the restoration of Mary Laveroni Park; and

WHEREAS, The Groveland Rotary Club presented the District with a check in the amount of \$5,000 at the June 22, 2018 Board meeting of funds raised.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT THAT The Groveland Rotary Club is hereby honored and thanked for their outstanding effort in collecting community donations to aid in the restoration of Mary Laveroni Park.

PASSED, APPROVED AND ADOPTED this 13th day of August 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Swan, President

ATTEST:

Jennifer L. Flores, Board Secretary

AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Jennifer Flores, Office Manager

DATE: August 13, 2018

SUBJECT: Item 5D. Authorize Staff to Reclassify Uncollectible Billings
Receivable in the Amount of \$4,416.35 to Bad Debt Expense

SUMMARY

In spite of our best efforts to collect on past due accounts, there are always some accounts that remain in delinquent status. Most of the time, these properties change hands unbeknownst to the District, not allowing the time for a lien to be placed against the property.

The District currently only places a lien against a property through the annual tax roll process, or if it receives notice that a delinquent property is up sale. Occasionally, the District will receive a new deed from a title company for a delinquent property without ever receiving an escrow demand requesting all outstanding charges associated with the property. The majority of the District's uncollectable billings are due to this circumstance.

ATTACHMENT:

1. Uncollectable Billings Receivable Report

FINANCIAL IMPACTS

There has been a loss in revenue of \$4,416.35 because the District was unable to collect on these accounts over time.

RECOMMENDED ACTION

1. Authorize Staff to Reclassify Uncollectible Billings Receivable in the Amount of \$4,416.35 to Bad Debt Expense

Uncollectable Billings Receivable Report

Account #	APN#	Account Final Date	Balance
005254-000	007-18-222	10/5/2016	\$ 840.77
005836-004	093-12-009	9/8/2017	\$ 35.47
006461-003	091-23-043	4/19/2017	\$ 13.92
006676-000	093-08-004	9/7/2017	\$ 199.63
007970-000	093-21-007	11/20/2017	\$ 11.83
009175-000	090-27-030	8/2/2017	\$ 9.12
010070-000	090-09-014	10/19/2017	\$ 398.70
010370-000	092-280-22	5/31/2017	\$ 157.34
013024-000	094-21-038	5/23/2017	\$ 185.48
013278-000	092-06-024	7/11/2017	\$ 34.71
013690-000	090-04-035	8/21/2017	\$ 93.50
014057-000	066-50-26	3/14/2017	\$ 1,305.61
014521-000	092-05-001	8/7/2017	\$ 15.33
015032-000	091-30-005	9/12/2017	\$ 36.26
015418-000	091-26-004	7/14/2017	\$ 910.31
016030-000	091-19-101	11/2/2017	\$ 41.41
005533-000	094-09-013	6/9/2017	\$ 126.96
		TOTAL	\$ 4,416.35

AGENDA SUBMITTAL

TO: GCSD Board of Directors

FROM: Peter J. Kampa, General Manager

MEETING DATE: August 13, 2018

SUBJECT: Item 5E. Consideration of Resolution Establishing a Revised Meeting Date and Time for Regular Board Meetings

SUMMARY

It was discussed at a previous Board meeting that holding the regular Board meeting on the second Tuesday of the month may be more convenient as it would eliminate the need to reschedule meetings that fall on a Monday holiday. In addition, Mondays are also busy days for staff operationally.

Before the Board today is consideration of a Resolution that would change the regular meeting of the Board to the second Tuesday of the month at 10:00am beginning in the month of September.

ATTACHMENTS

Draft Resolution 21-18
Board Policy 4.2 Board Meetings, redline

RECOMMENDED ACTION

Staff recommends the following motion:

I move to Approve Adoption of Resolution 21-18, A Resolution Establishing a Revised Meeting Date and Time for Regular Board Meetings

RESOLUTION 21-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ESTABLISHING A REVISED REGULAR MEETING DATE AND TIME

WHEREAS, the Board of Directors has adopted a Board of Directors policy manual which in Section 4.2 schedules the Board’s regular meetings at 10:00AM on the second Monday of each month; and

WHEREAS, the Board of Directors desires to amend Board of Directors Policy manual, Section 4.2 Board Meetings changing the Board’s regular meetings to the second Tuesday of the month at 10:00am for the purpose of eliminating the need to reschedule meetings that fall on a District recognized Monday holiday.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Groveland Community Services District as follows:

1. The Board of Directors Policy manual, Section 4.2 will be amended as shown on Attachment A to this Resolution
2. The regular meetings will be held on the second Tuesday of each month starting at 10:00 AM beginning in September with the first meeting being scheduled for Tuesday, September 11, 2018
3. The meetings will be located at the GCSO administration building, main conference room, 18966 Ferretti Road, Groveland

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on August 13, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Robert Swan, President
Board of Directors

Jennifer Flores, Board Secretary

I, Jennifer Flores, the duly appointed and Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 13, 2018.

Date: _____

4.2 *Regular Meetings*

Regular meetings of the Board of Directors shall be held on the second ~~Monday~~ Tuesday of each calendar month at 10:00AM. Board meetings shall be held in the GCSO administration building, main conference room, 18966 Ferretti Road, Groveland. The date, time and place of regular Board meetings shall be reconsidered annually at the annual organizational meeting of the Board in December. The date, time and place may be changed at will by the Board President or majority vote by the Board prior to public notice of the meeting in order to accommodate compelling circumstances.



June 29th, 2018
Jude Acosta
Groveland Fire Department
18966 Ferretti Rd
Groveland, CA 95321

Dear Jude:

It is a pleasure to inform you that the California Fire Foundation, a non-profit 501(c)(3) organization, has approved a grant in the amount of \$4,100.00 to the Groveland Fire Department. This grant is to support wildland fire defense and triage preparation as described in your application, and project budget received June 4th, 2018.

Attached please find the Grant Agreement, Fund Disbursement, and W-9 forms. The Grant Agreement contains the terms and conditions governing your use of our grant funds. The Grant Agreement must be signed and dated by an officer or director. Please email the signed Grant Agreement and subsequent forms to showard@cpf.org.

The Foundation will not disburse payment on this grant until we receive the signed Grant Agreement, W-9 and complete Fund Disbursement forms.

If you have any questions about this grant, or your circumstances have changed since applying for funding, please contact our office as soon as possible. In all correspondence with us, please include your department or association name and contact information.

When making any public announcement about this grant, we would appreciate it if you would recognize the support from the California Fire Foundation and PG&E.

Thank you for the care you took in filling out the grant proposal, the California Fire Foundation is honored to support your project and we wish you much success!

Sincerely,

A handwritten signature in black ink that reads "Brian K. Rice". The signature is written in a cursive style with a yellow highlighter underline.

Brian K. Rice,
Chair, California Fire Foundation; President California Professional Firefighters

WILDLAND URBAN INTERFACE (WUI) BAGS

Fire Department or Fire Association Name: Groveland Fire Department

Project Name: Wildland Urban Interface (WUI) Bags

PROJECT EXPENSES		% of Total Expenses		Total
Personnel		0.00%		
Facilities/Occupancy		0.00%		
Equipment/Supplies	\$4,100.00	100.00%		
Printing/Promotion		0.00%		
Administrative Expenses		0.00%		
Other (specify)		0.00%		
TOTAL PROJECT EXPENSES				\$4,100.00
SOURCES OF PROJECT REVENUE	Secured Funding	Funding Applied For		Total
California Fire Foundation			=	\$0.00
Other Foundations			=	\$0.00
Corporations			=	\$0.00
Individuals			=	\$0.00
Department or Association				
Government Grants			=	\$0.00
Other (specify)			=	\$0.00
Earned Income				
Membership Dues Income			=	\$0.00
In-kind Support			=	\$0.00
Other (specify)			=	\$0.00
Other (specify)			=	\$0.00
TOTAL PROJECT REVENUE				\$4,100.00

The CAL FIRE Tuolumne Calaveras Unit is currently outfitting all their stations and fire apparatus with identical bags with the same intent/purpose in mind. While fire departments throughout California utilize the WUI placard to triage structures in the event of a wildfire various ways, creating this WUI bag it would provide consistency of installation and materials needed. The price for the WUI bag is \$116.92 per unit.

WUI bag itemized list:

WUI placards: 3500 copies = \$700 (Includes Tax)

Staple gun: 35 x \$9.97 = \$348.95

3/8" HD staples, 1000 ct: 35 x \$11.48 = \$401.80

14" zip tie, 100 ct: 35 x \$13.28 = \$464.80

Duct tape, roll: 35 x \$3.98 = \$139.30

Clip board, 9"x12.5": 35 x \$2.79 = \$97.65

Single hole punch: 35 x \$1.79 = \$62.65

Sharpie pen, red: 35 x \$3.29 = \$115.15

Fellows laminating pouches 1 Pkg. x \$59.99 = \$59.99

Fellows Jupiter 2-125 Laminator 1x \$367.9 = \$367.99

Sub Total = \$2,758.28

Tax @ 7.75% = \$213.77

Total = \$2,972.05

Monson Bags: 35 @ \$32.00 = \$1120 (No Tax)

Total cost: \$4092.05 / 35

Per unit cost: \$116.92

RESOLUTION 24-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A FIRE GRANT AGREEMENT BETWEEN THE GROVELAND FIRE DEPARTMENT AND THE CALIFORNIA FIRE FOUNDATION FOR THE PURCHASE OF WILDLAND URBAN INTERFACE (WUI) BAGS

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District is authorized by California Government Code Section 61100 (d) Provide fire protection services, rescue services, hazardous material emergency response services, and ambulance services in the same manner as a fire protection district, formed pursuant to the Fire Protection District Law, Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code.; and

WHEREAS, the District through its contractor CalFIRE has applied for and received a grant offer of \$4100 for the purchase of Wildland Urban Interface (WUI) bags which are used to triage structures in the event of wildfire; and

WHEREAS, the California Fire Foundation has proposed a grant agreement acceptable to and meeting the needs of the District, which is attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approve as follows:

1. The Board of Directors hereby approves the grant agreement with the California Fire Foundation and authorizes the General Manager to execute the agreement.
2. The Board of Directors extends their sincere appreciation to CalFire and the California Fire Foundation for partnering in this effort to provide a higher level of services to the properties in and surrounding the District.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on August 13, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jennifer Flores, Secretary

Robert Swan, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on August 13, 2018.

DATED: _____

Grant Agreement for Groveland Fire Department

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions for your grant in the amount of \$4100 from the California Fire Foundation (the "Foundation") to Groveland Fire Department (the "Grantee"), dated July 5, 2018. By signing this Grant Agreement and accepting grant funds, an officer or director of the Grantee makes the representations and agrees to the obligations and conditions set forth.

Our offer of this grant is subject to your agreement to:

Conditions:

1. Grant funds must be used in accordance with the budget included with your proposal.
2. Grantee shall not engage in any activity that is inconsistent with the terms of this Agreement, including using these funds in a fashion inconsistent with the Foundation's status as an organization exempt from taxation under Internal Revenue Code section 501(c)(3), related IRS regulations and rulings. In particular, no funds will be used for lobbying purposes or to aid in the election of a public official.
3. Grantee will furnish to the Foundation any information concerning a major change in the proposal.
4. If funds are not used for the purposes described in your proposal the Foundation reserves the right to have all remaining grant funds immediately returned.
5. Until the Grantee receives approval from the Foundation, use of the name, logo or any of its licensed marks is prohibited.
6. The Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
7. Grantee must provide a written Final Report within 45 days of the project completion date describing conclusions, progress, and/or status of objectives including how funds were expended to attain objectives
8. If you are not able to utilize all or part of the grant funds for the proposed project, please contact Hedi Jalon at the California Fire Foundation at 916-641-1707 or hjalon@cpf.org.

Please acknowledge your agreement with the terms of this contract by signing and returning a copy of this letter by email to showard@cpf.org on or before August 20, 2018.

Sincerely,



Brian K. Rice,
Chair, California Fire Foundation; President California Professional Firefighters

ACCEPTED BY: _____
Name/Title Date