

# Tracy Rural County Fire Protection District

## Board of Directors

John Muniz

John Vieira

Pete Reece

Matthew Kopinski

Jeff Ramsey

Raychel Jackson, Clerk of the Board

793 S. Tracy Blvd. #298

Tracy, CA 95376

(209) 834-7269

raychel.jackson@tracyruralfire.org

www.tracyruralfire.org

## Board of Directors – Regular Meeting Agenda Tuesday, April 13, 2021 at 2:00 PM PST

To join the meeting via GoToMeetings:

<https://global.gotomeeting.com/join/788822373>

By phone: +1 (571) 317-3122

Access Code: 788-822-373

Due to COVID-19, and in accordance with California Executive Orders N-25-20 and N-29-20, ***the District Board meeting will not be physically open to the public.*** To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by accessing clicking the link above and may provide public comment by sending comments to the Board Clerk via email at [raychel.jackson@tracyruralfire.org](mailto:raychel.jackson@tracyruralfire.org). Please make sure all public comments are submitted prior to 2:00 p.m. April 13, 2021. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to Chair's discretion.

### 1. Roll Call and Pledge of Allegiance

### 2. Public Comment

Please, give your name, entity (if any), and address as well as what agenda item you wish to speak about to the Clerk of the Board so that your comments may be heard at the appropriate time. Comments must be limited to 3 minutes.

### 3. Consent Calendar

- 3.1 Adoption of the April 13, 2021 Agenda
- 3.2 Approval of the March 9, 2021 Minutes

### 4. Regular Agenda

- 4.1 Approve April Warrant List
- 4.2 March Monthly Financials
- 4.3 Approval of Resolution 2021-4: Extending the Contract with HdL Coren & Cone for a Limited Scope of Services to Calculate an Estimate of Property Tax Revenue
- 4.4 Discuss District Apparel

### 5. Committee Reports

- 5.1 JPA Representative Report

### 6. Informational Update

- 6.1 Fire Chief's Update

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## 7. Public Comment

For any items not on the agenda.

## 8. Board Member Comment

For any items not on the agenda and requests for future agenda items. No action will be taken on any questions or matters raised by the Board at this time

## 9. Closed Session

## 10. Adjournment until Next Regular Session – May 11, 2021

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## Board of Directors – Closed Session Agenda Tuesday, April 13, 2021 Following the Regular Meeting

### 1. Roll Call

### 2. Public Comment

Board will vote on limiting total time and individual times per Brown Act §54954.3. (b) (1). At this time, members of the public may only comment on an item appearing on the agenda. Please adhere to the following when addressing the Board: • Individual comments will be limited to 3 minutes or less. • Comments should be directed to the Board as a whole and not directed to individual Board Members

### 3. Adjourn to Closed Meeting

a. Consult with legal counsel regarding existing litigation (*Tracy Rural Fire District v. San Joaquin Local Area Formation Commission*, San Joaquin Superior Court Case No. 2019-9687). One case. Pursuant to California Government Code section 54956.9.

b. Consult with legal counsel regarding existing litigation (*Tracy Rural Fire District v. San Joaquin County EMSA*, San Joaquin Superior Court Case No. 2020-4468). One case. Pursuant to California Government Code section 54956.9.

### 4. Reconvene to Regular Meeting

### 5. Report out of Closed Meeting

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## Board of Directors – Regular Meeting Minutes Tuesday, March 9, 2021 2:00 PM

### 1. Roll Call and Pledge of Allegiance

Director Muniz called the meeting to order at 2:02 pm. All Directors present.

### 2. Public Comment

No public comment.

### 3. Consent Calendar

3.1 Adoption of the March 9, 2021 Agenda

3.2 Approval of the February 9, 2021 Minutes

3.3 Approval of the March 2, 2021 Minutes

- Motion was made by Director Ramsey, seconded by Director Vieira to accept the consent calendar. Motion passed unanimously.

### 4. Regular Agenda

4.1 Approve March Warrant List

- Motion was made by Director Ramsey, seconded by Director Kopinski to approve the March Warrant List. Motion passed unanimously.

4.2 February Monthly Financials

- Motion was made by Director Ramsey, seconded by Director Kopinski to approve the February Monthly Financials. Motion passed unanimously.

4.3 Approve Funding in an Amount Not to Exceed \$180,000 For the Replacement of Advances Life Support Cardiac Monitors During FY2021-22

- Motion was made by Director Ramsey, seconded by Director Kopinski to Approve Funding in an Amount Not to Exceed \$180,000 For the Replacement of Advances Life Support Cardiac Monitors During FY2021-22 and to be included in the FY21/22 budget. Motion passed unanimously.

4.4 Receive an Update on the Fiscal Sustainability Model Related to Growth Projections and Compare with Previous Forecast

- No action taken. Informational only. Chief Bradley recommends the District continue with opening Station 95. Chief Neave indicated the growth percentage used in preparation of the forecast was a 3% increase across the board.

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### 4.5 Clarification on Gift of Public Funds

- Motion was made by Director Kopinski, seconded by Director Ramsey to prepare a Gifting Public Funds policy. Motion passed unanimously.

## 5. Committee Reports

### 5.1 JPA Representative Report

- Director Reece and Ramsey provided a report from the February 16, 2021 JPA board meeting discussing the academy and new hires. Director Reece stated the members need to work together to move the JPA transition forward.

## 6. Informational Update

### 6.1 Fire Chief's Update

- Chief Bradley provided his report based on the Fire Chief Update dated March 8, 2021, that was emailed to the Board of Directors and staff.

## 7. Public Comment

No public comment.

## 8. Board Member Comment

Directors Kopinski, Muniz and Ramsey congratulated Captain Byers for his firefighter of the year award and for his service

Directors Kopinski, Muniz and Ramsey congratulated Captain Miller for his service and wished him the best as he retires.

## 9. Closed Session

Chairperson Muniz called the closed session to order at 3:30 pm.

## 10. Meeting Adjournment at 4:02 pm.

No action taken.

Signature: *Raychel Jackson*

Raychel Jackson, Clerk of the Board  
Tracy Rural County Fire Protection District

Date: March 31, 2021

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49501 -- April 13, 2021

GENERAL OPERATING FUND	AMOUNT	ACCOUNT	VENDOR #
JOHN MUNIZ 11931 MOUNTAIN VIEW ROAD TRACY, CA 95376	\$ 500.00	6226010900	. 000027815
MATT KOPINSKI 33969 S. KOSTER ROAD TRACY, CA 95304	\$ 300.00	6226010900	. 0000101809
PETE REECE 30421 KOSTER ROAD TRACY, CA 95304	\$ 400.00	6226010900	. 0000010849
JEFF RAMSEY 27722 S. Bird Road TRACY, CA 95304	\$ 500.00	6226010900	. 0000098549
JOHN VIEIRA 19700 SOUTH LAMMERS ROAD TRACY, CA 95304	\$ 200.00	6226010900	. 0000010852
BOWMAN & BERRETH, LLP 1820 WEST KETTLEMAN LANE, SUITE F LODI, CA 95242	\$ 2,849.46 \$ 777.00 \$ 7,616.40	6221005100 6221005120 6221005130	. 0000078394 GOVERNANCE LAFCO
Total	\$ 11,242.86		
Special District Financial Services, LLC 1820 W. Kettleman Lane, Suite F Lodi, CA 95242	\$ 4,000.00	6221023800	. 0000097699
Reed Smith LLP 101 Second Street, Suite 1800 San Francisco, CA 94105-3659	\$ 392.00	6221005130	. 0000042598
<b>TOTAL FOR GENERAL OPERATING FUND</b>	<b>\$ 17,534.86</b>		

**TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49591 -- April 13, 2021**

<b>CAO RESERVE FUND 49591</b>	<b>AMOUNT</b>	<b>ACCOUNT</b>	<b>VENDOR #</b>
Motorola Solutions, Inc. 13104 Collections Center Drive Chicago, IL 60693	\$ 2,547.18	6411001310	Attached W9
L.N. Curtis & Sons 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598	\$1,185.94	6411001310	Attached W9
<b>TOTAL CAO FUND 49591</b>	<b>\$ 3,733.12</b>		

**SIGNATURES OF BOARD MEMBERS**

\_\_\_\_\_  
JOHN MUNIZ, CHAIRMAN

\_\_\_\_\_  
JOHN VIEIRA, DIRECTOR

\_\_\_\_\_  
MATT KOPINSKI, DIRECTOR

\_\_\_\_\_  
PETE REECE, VICE CHAIR

\_\_\_\_\_  
JEFF RAMSEY, DIRECTOR

## PAID Monthly Expenses for April 2021 -TRF Operating Account - Bank of Stockton

Description	Date Paid	Amt. Due	Paid
PG&E station 4	4/5/2021	\$ 1,044.26	pd
PG&E station 3	4/5/2021	\$ 606.37	pd
EcoWater System	4/5/2021	\$ 56.00	pd
Delta Disposal	4/5/2021	\$ 270.26	pd
CalNet	4/5/2021	\$ 165.01	pd
CalPERS	4/5/2021	\$ 144.56	pd
Patriot Pest Control	4/5/2021	\$ 136.00	pd
BlueHost - domain registration	3/19/2021	\$ 17.99	pd
CSDA	3/8/2021	\$ 175.00	pd
ATT - District Phone	3/25/2021	\$ 355.87	pd

<b>Total Paid</b>
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\$ 2,971.32
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9:24 PM

**TRACY RURAL COUNTY FIRE PROTECTION DISTRICT**

**Balance Sheet**

04/06/21

As of March 31, 2021

Cash Basis

	<u>Mar 31, 21</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank of Stockton-Operating	208,983.08
Fund 49501 - Operations	-138,901.55
Fund 49512 - Retirement Buyout	146,225.70
Fund 49515 - Fire Facility Fees	432,997.21
Fund 49519 - Emergency Reserve	2,000,000.00
Fund 49591 - Capital Outlay Res	529,655.80
	<hr/>
<b>Total Checking/Savings</b>	3,178,960.24
	<hr/>
<b>Total Current Assets</b>	3,178,960.24
	<hr/>
<b>TOTAL ASSETS</b>	<b>3,178,960.24</b>
	<hr/> <hr/>
<b>LIABILITIES &amp; EQUITY</b>	0.00

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## STAFF REPORT

**Meeting:** Regular Session  
**Date:** April 13, 2021  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** John Muniz, Board Chairperson

**Re:** Approval of Resolution 2021-4: Extending the Contract with HdL Coren & Cone for a Limited Scope of Services to Calculate an Estimate of Property Tax Revenue

### RECOMMENDATION

Action Item  Non-Action Item

It is recommended the Board of Directors approve the agreement with HdL Coren & Cone to provide transparent reporting and analysis of the District's property tax revenues and authorize the Board Clerk to be the point of contact with HdL Coren & Cone.

### BACKGROUND

In 2018, the District contracted with HdLCC to provide property tax management services. Specifically, to perform a detailed analysis of the existing assessment data to determine whether the County's system requires additional corrections. As the District grows with new development and with the recent pandemic it would be beneficial for the District to have an understanding of property tax forecast for 1- and 5-year projections. Part of the District's overall effort to manage its finances is maintaining a comprehensive assessment of its revenue base.

### DISCUSSION

HdLCC has over 20 years of experience providing similar services as requested by the District and understands and is familiar with the county property tax procedures in California. They currently service over 250 California agencies. HdLCC maintains property tax data for 45 California counties and has a sophisticated computer system that uniquely qualifies HdLCC to provide the most comprehensive property tax analysis available in California. HdLCC's team consists of extensive experienced individuals in property tax assessment, economic development and financial management. With the additional agreement, HdLCC would calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the District. This estimate is based upon the initial information provided by the County. This estimate shall not be used to secure the indebtedness of the District. HdLCC would provide a development of historical trending reports involving taxable assessed values for the District, median and average sales prices, Proposition 8 reductions and recaptures, and related economics trends to be used in forecasting future revenue streams.

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## **FISCAL IMPACTS**

The District has funds set aside in the budget for special reports and HdLCC services. The cost for this report is \$8,505.00.

## **ATTACHMENTS**

1. Agreement for Property Tax Consulting/Forecasting Services
2. Resolution 2021-4

**AGREEMENT FOR PROPERTY TAX  
CONSULTING/FORECASTING SERVICES**

This AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Tracy Rural Fire Protection District hereinafter called DISTRICT, and HdL Coren & Cone, a California Corporation hereinafter called CONTRACTOR.

**RECITALS**

**WHEREAS**, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records; and

**WHEREAS**, an effective program of property tax management will assist the DISTRICT in fiscal, economic and planning; and

**WHEREAS**, DISTRICT desires to contract for property tax data-based reports and data analysis required to effectively assist the DISTRICT in forecasting property tax revenues; and

**WHEREAS**, CONTRACTOR is a state-wide expert in such data analysis with over 225 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein;

**NOW, THEREFORE**, DISTRICT and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

**1.0 DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning stated below:

**County:** “County” shall mean the County in which the DISTRICT is located.

**Data Base:** “Data Base” shall mean a computerized listing of property tax parcels and information compiled for DISTRICT from information provided by the County.

**Days:** “Days” shall mean calendar days.

**Property Tax Roll:** “Property Tax Roll” shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

**Proprietary Information:** “Proprietary Information” shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONTRACTOR and used in the performance of the services hereunder.

**Scope of Services:** “Scope of Services” shall mean all of the Base Services specified in Section 2.0, the Optional Services in Section 3.0, the Additional Services in Section 4.0, or any other services rendered hereunder.

**TRA:** "Tax Rate Area" shall mean the area subject to the tax rate.

## **2.0 BASE SERVICES**

The CONTRACTOR shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

### **2.1 DISTRICT Limited Package**

- a) CONTRACTOR shall calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the DISTRICT. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the DISTRICT.
- b) CONTRACTOR shall development of historical trending reports involving taxable assessed values for the DISTRICT, median and average sales prices, Proposition 8 reductions and recaptures, and related economics trends to be used in forecasting future revenue streams.
- c) CONTRACTOR shall annually reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls to ensure that the prior year values enrolled are accurate prior to the development of forecasting models.
- d) Preparation of a single year and 5-year projection for general fund revenue estimate for upcoming fiscal years.
- e) The methodology and assumptions involved in each of the forecast projections will be provided for discussion.
- f) CONTRACTOR shall be available for a conference call to review the forecast tools and to provide input to modifications being considered by the District.

### **2.2 On-Going Consultation (Hourly Fee)**

During the term of this Agreement, CONTRACTOR will serve as the DISTRICT's resource staff on questions relating to property tax and assist in estimating current year property tax revenues.

## **3.0 OPTIONAL SERVICES**

The following services are available on a time and materials basis:

### **3.1 Specified Data**

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 2.0.

### **3.2 County Research**

Any research with County agencies for which CONTRACTOR does not have a current database.

## **4.0 ADDITIONAL SERVICES**

DISTRICT shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any material adjustment in the contract and/or the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to \$10,000, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the DISTRICT. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

## **5.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES**

### **5.1 DISTRICT Materials and Support**

DISTRICT agrees to provide the following information

1. A copy of reports received by the DISTRICT annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary values for reconciliation analysis;
2. Materials relating to the specific areas of new development including maps, pricing information and building records as requested.

### **5.2 Compliance with Law**

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the DISTRICT and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

### **5.3 Further Responsibilities of Parties**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **6.0 CONSIDERATION**

### **6.1 Base Fixed Fee Services**

CONTRACTOR shall provide the Base Services described in Section 2.0 above, for a fixed annual fee of \$8,505.00.

### **6.2 Optional Services**

Fees for Optional Services as outlined in Services in Section 3.0 above shall be billed at the following hourly rates:

Partner	\$225 per hour
Principal	\$195 per hour
Programmer	\$175 per hour
Associate	\$150 per hour
Senior Analyst	\$100 per hour
Analyst	\$ 65 per hour
Administrative	\$ 45 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONTRACTOR annually. On July 1st of each year CONTRACTOR shall provide DISTRICT with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year. In addition, expenses for Optional Services shall be billed at 1.15 times actual incurred costs.

### **6.3 Indirect Expenses**

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONTRACTOR in performing the services in the Scope of Services including for administrative overhead, salaries of CONTRACTOR'S employees, travel expenses or similar matters.

### **6.4 Due Date**

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

## **7.0 TERM PERFORMANCE SCHEDULE**

### **7.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **7.2 Schedule of Performance**

CONTRACTOR shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", and incorporated herein by this reference. When requested by the CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### **7.3 Force Majeure**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the DISTRICT, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

### **7.4 Term**

Unless earlier terminated in accordance with Section 11.6 of this Agreement, this Agreement shall continue in full force and effect for two (2) years, and, unless a notice of termination is given on the third anniversary date, shall be automatically extended from year to year until and such notice shall be given.

## **8.0 COORDINATION OF WORK**

### **8.1 Representative of Contractor**

The following principals of CONTRACTOR are hereby designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

HdL COREN & CONE  
Paula Cone, President  
120 S State College Boulevard, Suite 200  
Brea, California 92821

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for DISTRICT to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONTRACTOR without the express written approval of DISTRICT.

## **8.2 Contract Officer**

The Contract Officer shall be such person as may be designated by the DISTRICT Manager of DISTRICT. It shall be the CONTRACTOR'S responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the CONTRACTOR shall refer any decisions which must be made by DISTRICT to the Contract Officer. Unless otherwise specified herein, any approval of DISTRICT required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the DISTRICT required hereunder to carry out the terms of this Agreement.

## **8.3 Prohibition Against Subcontracting or Assignment**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the DISTRICT to enter into this Agreement. Therefore, CONTRACTOR shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the DISTRICT. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of DISTRICT. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of DISTRICT.

## **8.4 Independent Contractor**

Neither the DISTRICT nor any of its employees shall have any control over the manner, mode or means by which CONTRACTOR, its agents or employees, perform the services required herein, except as otherwise set forth herein. DISTRICT shall have no voice in the selection, discharge, supervision or control of CONTRACTOR'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONTRACTOR shall perform all services required herein as an independent CONTRACTOR of DISTRICT and shall remain at all times as to DISTRICT a wholly independent CONTRACTOR with only such obligations as are consistent with that role. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise or a joint venture or a member of any joint enterprise with CONTRACTOR.

## **9.0 INSURANCE AND INDEMNIFICATION**

### **9.1 Insurance**

The CONTRACTOR shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to DISTRICT, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000 per person, \$1,000,000 per occurrence and \$1,000,000 products and completed operations and property damage limits of \$500,000 per occurrence and \$500,000 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the CONTRACTOR and the DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the CONTRACTOR in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000 per person and \$500,000 per occurrence and property damage liability limits of \$100,000 per occurrence and \$250,000 in the aggregate or (ii) combined single limit liability of \$500,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Errors and Omissions (Professional Liability). A policy of professional liability issuance written on a claims made basis in an amount not less than One Million Dollars (\$1,000,000).

(e) General Requirements. All of the above policies of insurance shall be primary insurance and shall name the DISTRICT, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the DISTRICT, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the DISTRICT. In the event any of said policies of insurance are cancelled, the CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.0 to the Contract Officer. No work or services under this Agreement shall commence until the CONTRACTOR has provided the DISTRICT with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the DISTRICT.

## **9.2 Indemnification**

CONTRACTOR agrees to indemnify the DISTRICT, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONTRACTOR, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONTRACTOR hereunder, or arising from CONTRACTOR'S negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the DISTRICT, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the DISTRICT, its officers, agents or employees, who are directly responsible to the DISTRICT.

## **9.3 Sufficiency of Insurer or Surety**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the DISTRICT due to unique circumstances. In the event the Risk Manager of DISTRICT ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the DISTRICT, the CONTRACTOR agrees that the minimum limits of the insurance policies and the performance bond required by this Section 9.0 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the CONTRACTOR shall have the right to appeal a determination of increased coverage by the Risk Manager to the DISTRICT Council of DISTRICT within 10 days of receipt of notice from the Risk Manager.

## **10.0 RECORDS AND REPORTS**

### **10.1 Reports**

CONTRACTOR shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

### **10.2 Records**

CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of DISTRICT, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the DISTRICT shall have access to such records in the event any audit is required.

### **10.3 Non-Disclosure of Proprietary Information**

In performing its duties under this Agreement, CONTRACTOR will produce reports, technical information and other compilations of data to DISTRICT. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense. CONTRACTOR'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONTRACTOR shall be referred to as Proprietary Information. CONTRACTOR'S Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

CONTRACTOR desires to protect its Proprietary Information. Accordingly, DISTRICT agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONTRACTOR'S Proprietary Information for any purpose not associated with CONTRACTOR'S activities. Further, DISTRICT agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR'S Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR. The DISTRICT also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONTRACTOR'S Proprietary Information.

Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONTRACTOR hereunder for other projects and/or use of uncompleted documents without specific written authorization by the CONTRACTOR will be at the DISTRICT's sole risk and without liability to CONTRACTOR, and the DISTRICT shall indemnify the CONTRACTOR for all damages resulting therefrom.

### **10.4 Release of Documents Pursuant to Public Records Act**

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the "PRA"). The Parties intend that if DISTRICT is served with a request for disclosure under the PRA, or any similar statute, the DISTRICT in good faith will make the determination as to whether the material is disclosable or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. DISTRICT shall advise CONTRACTOR in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONTRACTOR then timely advises DISTRICT in writing that it objects to the disclosure, DISTRICT shall not disclose the information. In such case, CONTRACTOR shall then be solely liable for defending the non-disclosure and shall indemnify and hold DISTRICT harmless for such nondisclosure.

## **11.0 ENFORCEMENT OF AGREEMENT**

### **11.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Mateo, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **11.2 Disputes**

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit DISTRICT's or the CONTRACTOR'S right to terminate this Agreement without cause pursuant to Section 11.6.

### **11.3 Waiver**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **11.4 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **11.5 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

## **11.6 Termination Prior to Expiration of Term**

This Section shall govern any termination of this Agreement. The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to the non-terminating party, except that where termination is for cause, the Parties will comply with the dispute resolution process in Section 11.2. Upon issuance of any notice of termination, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The CONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 11.2.

## **11.7 Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **12.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **12.1 Non-liability of District Officers and Employees**

No officer or employee of the DISTRICT shall be personally liable to the CONTRACTOR, or any successor in interest, in the event of any default or breach by the DISTRICT or for any amount which may become due to the CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

### **12.2 Conflict of Interest**

No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **12.3 Covenant Against Discrimination**

CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex,

marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### **13.0 MISCELLANEOUS PROVISIONS**

#### **13.1 Notice**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

DISTRICT                      Tracy Rural Fire Protection District  
793 S Tracy Boulevard #298  
Tracy, California 95376

CONTRACTOR:                HdL COREN & CONE  
120 S State College Boulevard, Suite 200  
Brea, California 92821

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### **13.2 Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **13.3 Integration; Amendment**

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **13.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder

unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**13.5      Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

Tracy Rural Fire Protection District

\_\_\_\_\_  
Chairman

CONTRACTOR:

HdL COREN & CONE  
A California Corporation

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_

**EXHIBIT “A”**  
**SCHEDULE OF PERFORMANCE**

**TIMELINE FOR DELIVERABLES**

July/August	Data available for purchase from counties
September 30	Data available on HdLCC’s web-based property tax application for participating agencies
January/February	General Fund Budget Projections 1 and 5 Year forecasts, methodology memoranda, staff report on trend analysis emailed to Budget Client Conference Call with Budget Client

# Tracy Rural County Fire Protection District

Raychel Jackson, Clerk of the Board  
793 S. Tracy Blvd. #298  
Tracy, CA 95376  
P: (209) 834-7269  
www.tracyruralfire.org

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## Resolution No. 2021-04

### RESOLUTION TO EXTEND THE CONTRACT WITH HDLCC FOR A LIMITED SCOPE OF SERVICES TO CALCULATE AN ESTIMATE OF PROPERTY TAX REVENUE

**WHEREAS**, the District seeks to approve to extend the contract with HdL Coren & Cone for a limited scope of services to calculate an estimate of property tax revenue; and

**WHEREAS**, HdLCC would also provide a transparent reporting and analysis of the District's property tax revenue; and

**WHEREAS**, a proposal for the above-mentioned services has been requested and received from HdLCC and HdLCC did submit a proposal outlining the requested objectives; and

**WHEREAS**, HdLCC has the programs, equipment, personnel required to deliver the consulting services for the tax revenue services referenced herein; and

**WHEREAS**, the District would like to enter into a new agreement with HdLCC to calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the District; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Tracy Rural County Fire Protection District that:

The District does hereby authorize the contract with HdL Coren & Cone for a limited scope of services to calculate an estimate of property tax revenue.

Motion passed.

Passed, approved, and adopted this 13th day of April, 2021.

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Chairman of the Board

ATTEST:

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Raychel Jackson, Clerk of the Board

# Tracy Rural County Fire Protection District

## Board of Directors

John Muniz

John Vieira

Pete Reece

Matthew Kopinski

Jeff Ramsey

Raychel Jackson, Clerk of the Board

793 S. Tracy Blvd., #298

Tracy, CA 95376

P: (209) 834-7269

Raychel.jackson@tracyruralfire.org

www.tracyruralfire.org

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## STAFF REPORT

**Meeting:** Regular Session  
**Date:** April 13, 2021  
**To:** Board of Directors  
**Prepared by:** Raychel Jackson, District Clerk  
**Approved by:** John Muniz, Board Chairperson

**Re:** Discuss District Apparel

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### **RECOMMENDATION**

Action Item  Non-Action Item

It is recommended the Board of Directors consider District apparel for staff and Directors and provide direction to research pricing and company and to bring back for further discussion.

### **DISCUSSION**

The Board has inquired about various apparel for the Director's and staff which could include long and/or short sleeve shirts, polo shirts, button up shirts and/or hats, color and quantity. The District's logo would be either embroidered or screen printed on the choice of apparel.

### **FISCAL IMPACTS**

No fiscal impact.

### **ATTACHMENTS**

None.