

#### CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT 6501 Jenny Lind Road, Valley Springs, CA 95252 Telephone: (209) 786-2227 www.calcofire.org

#### Regular Meeting Agenda October 28, 2024

- 1. CALL TO ORDER 5:00PM CLOSED SESSION
- 2. ROLL CALL:

**BOARD MEMBER:** Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan. Ken Glissman, Tim Runion, Garrett Robertshaw, Roberta M. Corso, and Kyle Harvey

**STAFF:** Fire Chief Rich Dickinson and Rose Beristianos

#### 3. ADJOURN TO CLOSED SESSION

A. Conference with Labor Negotiators (Gov Code Section 54957.7)
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

**B.** Public Employee, Evaluation of Performance (Gov. Code 54957.B.1)

#### CALL TO ORDER 6:00PM REGULAR SESSION

- 4. PLEDGE OF ALLEGIANCE
- **5. MOMENT OF SILENCE**: To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 6. ROLL CALL

**BOARD MEMBER:** Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan, Ken Glissman, Tim Runion, Garrett Robertshaw, Roberta M. Corso, and Kyle Harvey

**STAFF:** Fire Chief Rich Dickinson and Rose Beristianos.

#### 7. REPORT OUT OF CLOSED SESSION

- A. Conference with Labor Negotiator (Gov Code Section 54957.7)
  District Designated Representatives
  Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149
- B. Public Employee, Evaluation of Performance (Gov Code 54957 B.1)

#### 8. BADGE PINNING

- 9. PUBLIC COMMENT: The public may address the Board on any item of interest that is not on the agenda and is within the District's jurisdiction. For items that are on the agenda, public comment will be heard when the item is discussed. The Chairman reserves the right to limit each speaker to three (3) minutes per person and 15 minutes per topic. Ralph M Brown Act Gov. (Code, § 54954.3(b).) By law, the Board of Directors cannot make decisions on matters not on the agenda. Ralph M Brown Act Gov. (Code, § 54954.2(a).)
- **10.CONSENT CALENDAR**: The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar.
  - A. Approval of Draft Minutes: September 23, 2024, Regular Meeting
  - B. Approval of Regular Bills Transmittals OH184136, \$16,730.44
  - C. Approval of CalCard Transmittal OH184137, \$30,334.40

#### 11. FINANCE BUSINESS

- A. Supplemental Transmittals -
- 12. FIRE CHIEF'S REPORT
- 13. CORRESPONDENCE:
- **14. UNFINISHED BUSINESS**: Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).
  - A. Discussion/Action

#### 15. NEW BUSINESS:

- **A.** Discussion/Action Review and approve the proposal from Cisco Fire Sprinklers for the Fire Training Facility
- **B.** Discussion/Action Code 2 Response practices
- C. Discussion/Action Approve Resolution No. 20241028A, Volunteer Fire Assistance Grant Agreement

#### 16. COMMITTEE COMMENTS

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Calaveras Consolidated Fire Prot

18. ADJOURNMENT:	Next Meeting Scheduled for November 25, 2024
This agenda shall be made avoi	lable upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act.
1990 (42 U.S.C. § 12132 and the	lable upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification of

17. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

accommodation in order to participate in the meeting should contact the Calaveras Consolidated Fire Prot



# CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT 6501 Jenny Lind Road, Valley Springs, CA 95252 Telephone: (209) 786-2227 www.calcofire.org

## Regular Meeting DRAFT MINUTES September 23, 2024

- 1. CALL TO ORDER 5:00PM CLOSED SESSION
- 2. ROLL CALL:

**BOARD MEMBER PRESENT**: Sam Harris, Ryan Hamre, Ken Glissman, Tim Runion, Garrett Robertshaw, Roberta M. Corso, and Kyle Harvey

**BOARD MEMBER ABSENT:** Keith Hafley, and Pat Sullivan

**STAFF PRESENT:** Fire Chief Rich Dickinson and Rose Beristianos

- 3. ADJOURN TO CLOSED SESSION
  - A. Conference with Labor Negotiators (Gov Code Section 54957.7) District Designated Representatives Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

#### CALL TO ORDER 6:00PM REGULAR SESSION

- 4. PLEDGE OF ALLEGIANCE
- **5.** MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 6. ROLL CALL:

**BOARD MEMBER PRESENT:** Sam Harris, Ryan Hamre, Ken Glissman, Tim Runion, Garrett Robertshaw, Roberta M. Corso, and Kyle Harvey

**BOARD MEMBER ABSENT:** Keith Hafley, and Pat Sullivan

**STAFF PRESENT:** Fire Chief Rich Dickinson and Rose Beristianos

- 7. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 8. REPORT OUT OF CLOSED SESSION
  - A. Conference with Labor Negotiator (Gov Code Section 54957.7)
    District Designated Representatives
    Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

#### **DIRECTION GIVEN TO STAFF**

- 9. PUBLIC COMMENT: FRANCISCO DELACRUZ SPOKE ABOUT FIREWISE MIKE CASTRO ASKED FOR AN UPDATE ON KEITH HAFLEY,
- 10. CONSENT CALENDAR: ALL ITEMS PULLED, DISCUSSION HAD AND APPROVED SEPERATELY
  - A. Approval of Draft Minutes: August 26, 2024, Regular Meeting ROBERTA COROSO MOTIONED TO APPROVE, SECONDED BY KEN GLISSMAN, PASSED 6 YES, 1 ABSTAIN, 2 ABSENT
  - B. Approval of Regular Bills Transmittals OH183618, \$45,421.50 ROBERTA COROSO MOTIONED TO APPROVE, SECONDED BY KYLE HARVEY, PASSED 7 YES, 2 ABSENT
  - C. Approval of CalCard Transmittal OH183619, \$20,632.42 SAM HARRIS MOTIONED TO APPROVE, SECONDED BY TIM RUNION, PASSED 7 YES, 2 ABSENT

#### **11.**FINANCE BUSINESS

- A. Supplemental Transmittals OH183659 \$292.30 and discussion on gear grid purchase MOTION BY SAM HARRIS TO APPROVE THE SUPPLEMENTAL AND THE GEAR GRID PURCHASE, SECONDED BY KEN GLISSMAN, PASSED 7 YES, 2 ABSENT
- 12. FIRE CHIEF'S REPORT CHIEF GAVE HIS REPORT
- 13. CORRESPONDENCE: NONE
- 14. UNFINISHED BUSINESS: NONE
- **15.** NEW BUSINESS:
  - A. Discussion/Action Approve Final Budget Attestation for Fiscal Year 2024/25 MOTION TO APPROVE FINAL BUDGET ATTESTATION BY GARRETT ROBERTSHAW, SECONDED BY TIM RUNION, PASSED 7 YES, 2 ABSENT
  - B. Discussion/Action Approve Resolution No. 20240923A, Adopting a Conflict of Interest Code and Appendix of Designated Positions – MOTION TO APPROVE RESOLUTION NO 20240923A BY TIM RUNION, SECONDED BY KEN GLISSMAN, PASSED 7 YES, 2 ABSENT
- 16. COMMITTEE COMMENTS NONE
- 17. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS ROUNDTABLE COMMENTS

18. ADJOURNMENT: MOTION TO ADJOURN THE MEETING AT 6:51PM BY KEN GLISSMAN, SECONDED BY ROBERTA CORSO, PASSED 7 YES, 2 ABSENT



#### **CALAVERAS CONSOLIDATED FIRE**

#### PROTECTION DISTRICT

#### **MAIL ALL CHECKS**

22030010

Contact: ROSE BERISTIANOS PO BOX 579

Phone: 482-3754 VALLEY SPRINGS CA 95252 Please initial any strikeovers/changes

INVOICE						
		OBJECT	INVOICE			Rd for
AMOUNT	PEID#	NO.	NO.	VENDOR NAME/ADDRESS	DESCRIPTION	RTRN dept
				OH184136		
				REGULAR		
				BILLS		
·						
<b>16,730.44</b> Gr	rand Total					

District agrees to retain original invoices for five years. Merchandise itemized above has been recevied

**KYLE HARVEY** 

I hereby approved the above claim(s) and

or the services claimed have been performed and the expenditures are autl certify to the correctness of the computations.

Kathy Gomez, Auditor-Controller

Date:

10/28/2024

GARRETT ROBERTSHAW	Ву:
KEN GLISSMAN	Deputy
KEITH HAFLEY	
SAM HARRIS	
PAT SULLIVAN	CHIEF RICH DICKINSON
TIM RUNION	
RYAN HAMRE	
ROBERTA M CORSO	<del>-</del>

**AP Entry Batch Proof** 

Batch ID: **OH184136** 

Enter Date: 10/21/2024	Batch Status: BE	User Total:	16	5,730.44			
and that no items have been pr	enalty of perjury, states that the it eviously paid. Furthermore, the a e been delivered or performed as	articles or services spec					
Authorized Signature:		Date:	[				
				Audited: _			
				Distributed	d:		
User: BERISTIANOS,ROSE Report: Batch Proof (Auditor)	Batch Created By: BERISROS	<b>Date:</b> 10/23/202 <b>Time:</b> 17:13:31	24	Paid:			
<u> </u>		1 Office Expense		L <b>:</b>		rate Check:	Relate To: EX
	nvoice #: 2203091824 WILLA	AMETTE COMPLEX N	ORTH MILEA	Secondary R	?ef:	PO#:	
Vendor: W014519 DUNCAN, Division Code: SPD2	Check Stock: AP Tax	Code:	SANTA CLAR Contract:	ITA CA 9	1387	REFUND	FY RETURN
		1 Office Expense	J]		-	rate Check:	Relate To: EX
Invoice Date: 09/20/2024 I		RIDGE MILEAGE		Secondary R	Pef:	PO#:	
Vendor: W016094 CROSS, F	PARISH 225 SUNRISE	DRIVE	MT SHASTA	CA 9	6067	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP Tax	Code:	Contract:				
	CALCO-FHJLJPA 524	1 Office Expense	J]	L <b>:</b>	Sepa	rate Check:	Relate To: EX
		Y FLAT		Secondary R	Ref:	PO#:	
Vendor:W016180 GRAY, JA			TEMPLETON	CA 9	3465	REFUND	FY RETURN
Division Code: SPD2			Contract:				
		1 Office Expense	J]		•	rate Check:	Relate To: EX
		GE MILEAGE		Secondary R		PO#:	
	RD, MICHAEL 4951 OLEANI	DER DRIVE	CARMICHAE	L CA 9	5608	REFUND	FY RETURN
Division Code: SPD2		Code:	Contract:				
		1 Office Expense	J]	L <b>:</b>	Sepa	rate Check:	Relate To: EX
		EE POT MILEAGE		Secondary R	?ef:	PO#:	
	H, JAMES B 9027 OAK HII		BAKERSFIEL	D CA 9	3312	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP Tax	Code:	Contract:				

**AP Entry Batch Proof** 

Inv Amt 623.56 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/07/2024 Invoice #: 2203100724	BRIDGE MILEAGE	Secondary	Ref: PC	)#:
Vendor: W013556 ECKROTH, JAMES B 9021	OAK HILLS AVENUE	BAKERSFIELD CA	93312 REFUN	D FY RETURN
Division Code: SPD2 Check Stock: A		Contract:		
Inv Amt 1,027.04 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/14/2024 Invoice #: 2203101424	BRINGHAM MILEAGE	Secondary	Ref: PC	)#:
Vendor: W013557 KERWIN. KODY 1070	) CORTEZ LANE	GARDNERVILLE NV	89410 REFUN	D FY RETURN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	KEFOR	
Inv Amt 972.67 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/15/2024 Invoice #: 2203101524	BRINGHAM MILEAGE	Secondary	Ref: PC	)#:
Vendor: W014256 LIPSON, MATTHEW 730	OAK LEAF CIRCLE	ARROYO GRANDE CA	93420 REFUN	D EV DETUDN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	REFUN	D FY RETURN
Inv Amt 1,311.96 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/17/2024 Invoice #: 2203101724	PACK TRAIL MILEAGE	Secondary	Ref: PC	)#:
Vendor: W012779 MARTIN, BRUCE PO	BOX 18508	SOUTH LAKE CA	96151 REFUN	D FY RETURN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	REFUN	FI KETUKN
Inv Amt 954.99 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/17/2024 Invoice #: 2203101724	BINGHAM MILEAGE	Secondary	Ref: PC	)#:
Vendor: W016180 GRAY, JAMES 60 D	DANDELION LANE	TEMPLETON CA	93465 REFUN	D FY RETURN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	REFUN	E RETURN
Inv Amt 550.85 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date: 10/19/2024 Invoice #: 2203101924	VALLEY MILEAGE	Secondary	Ref: PC	)#:
Vendor: W010458 BRADFORD, MICHAEL 495	OLEANDER DRIVE	CARMICHAEL CA	95608 REFUN	D FY RETURN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	REFUN	FI KETUKN
Inv Amt 300.00 22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date: 10/01/2024 Invoice #: 98476	CALAVERAS CONSOLIDA	ATED FIRE Secondary	Ref: PC	)#:
Vendor:0041553 GEISZLER CPA, ANTIONET 1743	GRAND CANAL BLVD STE	10STOCKTON CA	95207	D EV DETUDN
Division Code: SPD2 Check Stock: A	P Tax Code:	Contract:	REFUN	D FY RETURN
Inv Amt 268.38 22030010 CALCO-FHJLJPA	5001 Salaries/Wages - I	Permanent JL:	Separate Check:	Relate To:
Invoice Date: 10/14/2024 Invoice #: 2203101424	38-3878374	Secondary	Ref: PC	)#:
Vandari				
Vendor: 0029200 INTERNAL REVENUE SERVI 1973	NORTH RULON WHITE	OGDEN UT	84201-0062 REFUN	D FY RETURN

Batch ID: **OH184136** 

**AP Entry Batch Proof** 

Inv Amt **1.018.94** 22030010 CALCO-FHJLJPA 5001 Salaries/Wages - Permanent II.: Separate Check: Relate To: Invoice Date: 10/14/2024 Invoice #: 2203101424 Secondary Ref: 38-3878374 PO#: Vendor:0029200 **INTERNAL REVENUE SERVI**1973 NORTH RULON WHITE **OGDEN UT** 84201-0062 **REFUND** FY **RETURN** Division Code: SPD2 Check Stock: AP Tax Code: Contract: RDInv Amt **980.00** 22030010 CALCO-FHJLJPA 5241 Office Expense Separate Check: Relate To: JL: Invoice Date: 10/13/2024 Invoice #: 7869 **CALCO 7869** Secondary Ref: PO#: Vendor: W014762 NELSON, JOHN 2711 TEJON STREET LODI **CA** 95242 REFUND FY **RETURN** Division Code: SPD2 Check Stock: AP Tax Code: Contract: Inv Amt **2,310.00** 22030010 CALCO-FHJLJPA 5241 Office Expense JL: Separate Check: Relate To: Invoice Date: 10/13/2024 Invoice #: 7870 **CALCO 7870** Secondary Ref: PO#: Vendor: W014762 NELSON, JOHN 2711 TEJON STREET LODI **CA** 95242 REFUND FY **RETURN** Division Code: SPD2 Check Stock: AP Tax Code: Contract: Inv Amt **210.00** 22030010 CALCO-FHJLJPA 5241 Office Expense JL: Separate Check: Relate To: Invoice Date: 10/13/2024 Invoice #: 7871 **CALCO 7871** Secondary Ref: PO#: Vendor: W014762 NELSON, JOHN 2711 TEJON STREET LODI **CA** 95242 REFUND FY RETURN Division Code: SPD2 Check Stock: AP Tax Code: Contract: Inv Amt **700.00** 22030010 CALCO-FHJLJPA 5241 Office Expense JL: Separate Check: Relate To: Invoice Date: 10/13/2024 Invoice #: 7872 **CALCO 7872** Secondary Ref: PO#: Vendor: W014762 NELSON, JOHN 2711 TEJON STREET LODI **CA** 95242 **REFUND** FY **RETURN** Division Code: SPD2 Check Stock: AP Tax Code: Contract: Inv Amt **1,500.00** 22030010 CALCO-FHJLJPA 5241 Office Expense JL: Separate Check: Relate To: Invoice Date: 09/30/2024 Invoice #: 2203093024 **SEPT 2024** Secondary Ref: PO#: Vendor:0041402 BERISTIANOS, ROSEMARIE3573 BERKESEY LANE VALLEY SPRINGS CA 95252 REFUND FY **RETURN** Division Code: SPD2 Check Stock: AP Tax Code: Contract: System Messages: Total 16,730.44

Batch ID: **OH184136** 

### **CALAVERAS CONSOLIDATED FIRE**

#### PROTECTION DISTRICT

22030010

**ROSE BERISTIANOS** 

**MAIL ALL CHECKS** 

Contact:

PO BOX 579 VALLEY SERINGS CA 05252 10/28/2024

Date:

Cell Phone:	482-3754		VA	ALLEY SPRINGS CA 95252	Please initial any strikeovers/changes	
INVOICE AMOUNT	PEID#	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				BATCH OH184137		
				CAL CARD		
\$ 30,334.40	PLUS TAX	F NEEDED	•		•	
		ned and the ex		mized abouce has been recevied authorized and approved by	I hereby approved the above claim(s) a certify to the correctness of the comput. Kathy Gomez, Auditor-Controller  By:	
	KEN GLISSMAN KEITH HAFLEY SAM HARRIS RYAN HAMRE PATRICK SULLIVAN TIM RUNION GARRETT ROBERTSHAW			Deputy  CHIEF RICH DICKINSON		

AP Entry Batch Proof Batch ID: OH184137

Enter Date: 10/21/20	Batch Status: BE	User Total:	30	0,334.40		
and that no items have been	r penalty of perjury, states that previously paid. Furthermore, nave been delivered or performe	the articles or services sp				
Authorized Signature:		Date:		Audited:		
				Distributed:		
User: BERISTIANOS,ROSE	Batch Created By: BERISROS	<b>Date:</b> 10/21/2				
Report: Batch Proof (Auditor)	Zuion etamon zj. Zznasties	Time: 21:06:2		Paid:		
Inv Amt 30,334.40 22030	010 CALCO-FHJLJPA	5241 Office Expense	JI	<b>:</b>	Separate Check: F	Relate To:
Invoice Date: 10/15/2024	] Invoice #: 2203101524 C	CT CREDIT CARD STA	TEMENT	Secondary Ref:	PO#:	
Vendor: <sub>0037446</sub> <u>US BAI</u>	NK CORP PAYMENT SPO BOX	790428	SAINT LOUIS	<b>MO</b> 63179-0428	REFUND F	Y RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:		KEI UND F	RD
System Messages:				Tot	al	30,334.40

### Cal Card Summary

Category	Date	Description	Person	Amount
FUEL	4-Oct	EXXON	SULLIVAN	46.01
STRIKE TEAM	19-Sep	THE HAT	BRADFORD	16.63
STRIKE TEAM	23-Sep	MOOYAH	BRADFORD	22.21
STRIKE TEAM	23-Sep	TOWNEPLACE SUITES	BRADFORD	1,225.13
STRIKE TEAM	24-Sep	LAS DELICIAS	BRADFORD	31.69
STRIKE TEAM	27-Sep	38 DEGREES	BRADFORD	41.02
STRIKE TEAM	27-Sep	TOWNEPLACE SUITES	BRADFORD	1,225.15
STRIKE TEAM	30-Sep	TOWNEPLACE SUITES	BRADFORD	-0.01
STRIKE TEAM	30-Sep	MALIBU SEAFOOD	BRADFORD	43.78
STRIKE TEAM	30-Sep	SPRINGHILL SUITES	BRADFORD	196.35
STRIKE TEAM	8-Oct	LITTLE INDIA	BRADFORD	29.48
STRIKE TEAM	8-Oct	FAIRFIELD SUITES	BRADFORD	156.00
STRIKE TEAM	9-Oct	BETOS	BRADFORD	16.11
STRIKE TEAM	9-Oct	COWANS CAFÉ	BRADFORD	20.17
STRIKE TEAM	9-Oct	HOLIDAY INN	BRADFORD	120.72
STRIKE TEAM	10-Oct	COWANS CAFÉ	BRADFORD	15.88
STRIKE TEAM	10-Oct	AL'S FOODTOWN	BRADFORD	12.34
STRIKE TEAM	14-Oct	BETOS	BRADFORD	19.00
STRIKE TEAM	14-Oct	LITTLE INDIA	BRADFORD	26.96
STRIKE TEAM	15-Oct	AL'S FOODTOWN	BRADFORD	22.09
OFF EXP	23-Sep	APPLE	THOMAS	5.99
OFF EXP	30-Sep	APPLE	THOMAS	5.99
MAINT EQ	4-Oct	OREILLY	THOMAS	-42.90
MAINT EQ	4-Oct	OREILLY	THOMAS	205.54
OFF EXP	7-Oct	APPLE	THOMAS	5.99
OFF EXP	14-Oct	APPLE	THOMAS	5.99
OFF EXP	25-Sep	KNOX CO.	HAMRE	323.90
	19-Sep	SENDERS	LAMPLEY	26.22
FOOD	26-Sep	TACOS LOS HERNANDEZ	LAMPLEY	112.75
FUEL	30-Sep	EXXON	LAMPLEY	45.00
	2-Oct	SENDERS	LAMPLEY	73.73
	9-Oct	SENDERS	LAMPLEY	1.94
STRIKE TEAM	9-Oct	IN N OUT	LAMPLEY	25.34
OFF EXP	14-Oct	WHEN TO WORK	LAMPLEY	650.00
TRAINING	19-Sep	PAYPAL EDH FIREDEPT	NORTE	175.00
	23-Sep	SENDERS	NORTE	47.16
	27-Sep	STANS IMAGE	NORTE	83.85
CAPITAL EQ -HOSE	30-Sep	GEARGRID CORP	NORTE	5,490.93
	3-Oct	AMAZON	NORTE	104.44
MAINT OF EQ	4-Oct	OREILLY	NORTE	110.41

MAINT BG	4-Oct	OFFICIAL PEST	NORTE	95.00
_		LAKE TAHOE ALEWORX	NORTE	59.20
	10-Oct	CASCADE FIRE	NORTE	753.04
	14-Oct	AMAZON	NORTE	50.82
STRIKE TEAM	23-Sep	TOWNEPLACE SUITES	ECKROTH	1,369.86
STRIKE TEAM	•	TOWNEPLACE SUITES	ECKROTH	1,225.15
STRIKE TEAM	30-Sep	TOWNEPLACE SUITES	ECKROTH	-0.01
STRIKE TEAM	30-Sep	SPRINGHILL SUITES	ECKROTH	196.35
STRIKE TEAM	30-Sep	MEXICALI RESTAURANTS	ECKROTH	60.85
STRIKE TEAM	17-Sep	ENTERPRISE RENT A CAR	MCKELVEY	1,163.16
STRIKE TEAM	17-Sep	SAFEWAY FUEL	MCKELVEY	80.10
STRIKE TEAM	11-Oct	PILOT	MCKELVEY	96.92
STRIKE TEAM	11-Oct	PILOT	MCKELVEY	13.28
STRIKE TEAM	14-Oct	TOWNEPLACE SUITES	MCKELVEY	123.41
STRIKE TEAM	17-Sep	MCDONALDS	DUNCAN	5.49
STRIKE TEAM	18-Sep	GRADUATE HOTEL	DUNCAN	9.00
STRIKE TEAM	18-Sep	CHEVRON	DUNCAN	8.40
STRIKE TEAM	18-Sep	HILTON HOTEL	DUNCAN	295.16
STRIKE TEAM	19-Sep	SHELL OIL	DUNCAN	11.31
STRIKE TEAM	19-Sep	GAIA HOTEL	DUNCAN	117.91
STRIKE TEAM	14-Oct	RED LION HOTEL	DUNCAN	150.34
STRIKE TEAM	14-Oct	THREE SHASTA RESTAURANT	DUNCAN	20.50
STRIKE TEAM	14-Oct	CATTLEMENS	DUNCAN	60.60
STRIKE TEAM	14-Oct	MAZATLAN GRILL	DUNCAN	15.79
STRIKE TEAM	15-Oct	TACO BELL	DUNCAN	10.00
STRIKE TEAM	2-Oct	BUFFALO WILD WINGS	MARTIN	34.07
STRIKE TEAM	2-Oct	IDAHO JOES	MARTIN	26.89
STRIKE TEAM	3-Oct	LOCAL RESTAURANT	MARTIN	60.16
STRIKE TEAM	3-Oct	VILLAGE CAFÉ	MARTIN	45.96
STRIKE TEAM	3-Oct	FAIRFIELD SUITES	MARTIN	115.56
STRIKE TEAM	10-Oct	THE LONGHORN RANCH	MARTIN	257.15
STRIKE TEAM	23-Sep	CARLS JR	LIPSON	12.72
STRIKE TEAM	23-Sep	HARRIS RANCH INN	LIPSON	219.00
STRIKE TEAM	23-Sep	HARRIS RANCH INN	LIPSON	219.00
STRIKE TEAM	23-Sep	TOWNEPLACE SUITES	LIPSON	140.99
STRIKE TEAM	10-Oct	TIKI HUT	LIPSON	14.30
STRIKE TEAM	11-Oct	RAYS FOOD	LIPSON	37.47
STRIKE TEAM	11-Oct	ROLLING HILLS	LIPSON	23.32
STRIKE TEAM	14-Oct	ROLLING HILLS	LIPSON	130.90
STRIKE TEAM	19-Sep	ENTERPRISE RENT A CAR	GRAHAM	775.75
STRIKE TEAM	20-Sep	SHELL OIL	GRAHAM	28.10
STRIKE TEAM	23-Sep	THE RED ROOSTER	GRAHAM	39.92
STRIKE TEAM	4-Oct	RJOURNEY	GRAHAM	43.80
STRIKE TEAM	7-Oct	SISTER SALOON RANCH	GRAHAM	35.00

STRIKE TEAM	7-Oct	WUBBAS BBQ	GRAHAM	68.40
STRIKE TEAM		CITY OF SISTERS	GRAHAM	32.62
STRIKE TEAM	8-Oct	SISTER SALOON RANCH	GRAHAM	21.50
STRIKE TEAM	8-Oct	GALLERY RESTAURANT	GRAHAM	45.35
STRIKE TEAM	14-Oct	RJOURNEY	GRAHAM	43.80
STRIKE TEAM	15-Oct	ENTERPRISE RENT A CAR	GRAHAM	258.02
STRIKE TEAM	15-Oct	CHEVRON	GRAHAM	20.23
STRIKE TEAM	15-Oct	THE SKI INN	GRAHAM	33.04
SAFETY/CLOTHING	18-Sep	IMS ALLIANCE	ZIMMERMAN	15.85
	24-Sep	MES/WARREN	ZIMMERMAN	1,132.56
	9-Oct	SENDERS	ESPINAL	87.35
STRIKE TEAM	23-Sep	HARRIS RANCH RESTAURANT	GRAY	90.00
STRIKE TEAM	23-Sep	TOWNEPLACE SUITES	GRAY	140.99
STRIKE TEAM	23-Sep	ROCKIN RESTAURANT	GRAY	54.26
STRIKE TEAM	7-Oct	SISTER SALOON RANCH	GRAY	40.00
STRIKE TEAM	7-Oct	KOA KLAMATH	GRAY	53.23
STRIKE TEAM	7-Oct	KORNER BURGERS	GRAY	18.88
STRIKE TEAM	7-Oct	DENNYS	GRAY	29.18
STRIKE TEAM	7-Oct	MT HIGH GROCERY	GRAY	12.97
STRIKE TEAM	7-Oct	RIVERS RUN DELI	GRAY	9.60
STRIKE TEAM	8-Oct	BEST WESTERN	GRAY	211.04
STRIKE TEAM	1-Oct	ENTERPRISE RENT A CAR	CROSS	1,549.21
STRIKE TEAM	1-Oct	PANDA	CROSS	10.39
STRIKE TEAM	2-Oct	CONOCO	CROSS	105.85
STRIKE TEAM	2-Oct	OXFORD SUITES	CROSS	190.97
STRIKE TEAM	2-Oct	STARBUCKS	CROSS	12.60
STRIKE TEAM	2-Oct	HANDY SHOP	CROSS	125.00
STRIKE TEAM	3-Oct	STAGECOACH INN	CROSS	140.63
STRIKE TEAM	3-Oct	SHELL OIL	CROSS	89.24
STRIKE TEAM	3-Oct	THE LONE BUFFALO STE	CROSS	33.49
STRIKE TEAM	7-Oct	STAGECOACH INN	CROSS	120.37
STRIKE TEAM	7-Oct	STAGECOACH INN	CROSS	120.37
STRIKE TEAM	8-Oct	STAGECOACH INN	CROSS	1,203.70
STRIKE TEAM	15-Oct	STAGECOACH INN	CROSS	240.74
	30-Sep	SENDERS	SCHMIDKE	69.00
MEDICAL SUPPLIES	3-Oct	LIFE ASSIST	SCHMIDKE	483.70
	11-Oct	SENDERS	SCHMIDKE	88.69
	14-Oct	AMAZON	SCHMIDKE	346.30
	14-Oct	SENDERS	SCHMIDKE	111.54
STRIKE TEAM	7-Oct	SNAKE RIVER RV PARK	CLARY	64.00
STRIKE TEAM	7-Oct	DUBOIS CAMPGRND	CLARY	1,044.00
STRIKE TEAM	8-Oct	SNAKE RIVER RV PARK	CLARY	-1.79
UTILITY	•	CAL TEL	DICKINSON	42.16
MAINT EQ	19-Sep	LALLOS	DICKINSON	13.00

UTILITY	23-Sep PAYCLIX VSPUD	DICKINSON	4.03
UTILITY	23-Sep VSPUD	DICKINSON	124.32
UTILITY	23-Sep COMCAST	DICKINSON	211.02
MAINT EQ	23-Sep FOOTHILLS WINDOW TINT	DICKINSON	500.00
UTILITY	27-Sep DIRECT TV	DICKINSON	152.99
UTILITY	1-Oct SILVER RAPIDS	DICKINSON	100.00
UTILITY	2-Oct VERIZON	DICKINSON	193.60
UTILITY	2-Oct VONAGE	DICKINSON	140.96
UTILITY	2-Oct PGE	DICKINSON	11.27
UTILITY	4-Oct VAN UNEN	DICKINSON	464.82
UTILITY	7-Oct CAL WASTE	DICKINSON	197.53
UTILITY	7-Oct CAL WASTE	DICKINSON	100.27
UTILITY	7-Oct CAL WASTE	DICKINSON	113.35
FLAGS	9-Oct FLAGS EXPRESS	DICKINSON	128.57
UTILITY	14-Oct CCWD	DICKINSON	273.97
			30,334.40

#### CISCO FIRE SPRINKLERS, INC

522 MAIN ST. PO BOX 358 COPPEROPOLIS, CA 95228

PHONE: 209-785-2643 FAX: 209-785-3704

CA LICENSE: #715741 C-16

REQUEST NUMBER:	001	REFERENCE NUMBER: 24273
DATE:	10/10/2024	<b>PAGE:</b> 1 of 1
TO:	Ryan Hamre	
	rhamre@calcofire	e.org
JOB NAME:	Calaveras Co	ounty Fire Training Facility
	700 Court St	
	Jackson, Ca	95642
REFERENCE DOCUMENTS:	Tech visit	
•	•	ection of the fire sprinkler system at the address listed ia edition. These are required for the system to
REQUIRED REPAIRS:	Build Fire Tra	ining Facility per plans.
	required to con	nplete the work in accordance with the specifications \$195,744
work to be completed during the normal work hours of	7:00am to 3:30pm N	on or deviation from specifications noted will require new estimate. All fonday through Friday. <u>Plans. permits. drywall/repair. painting.</u> upon written orders and will become extra charge over and above.
Authorized All: Yes □ N	0 🗆	Sum of:
Authorized Item(s) #:		P.O. #:
Acceptance of Proposal: The above prices, specification to proceed with work as specified.	ons & conditions are	e satisfactory and accepted. CISCO Fire Sprinklers, Inc. is authorized
SIGNATURES:		
Customer Signa	ture	Please Print
Date		

Sincerely,

JM Pare

Prepared by JM Pare Ph: (209) 785-2643 Fx: (209) 785-3704

Email: jm@ciscofiresprinklers.com

#### BEFORE THE BOARD OF DIRECTORS OF THE

## Calavers Consolidated Fire Protection District COUNTY OF Calaveras , STATE OF CALIFORNIA

IN	THE	MA	TTER	OF.
		IVIA		

Resolution Number: <u>20241028A</u>

Title and Name of Local Agency

**Approving the Department of Forestry and Fire Protection Agreement #\_7GF24301\_** for services from the date of last signatory on page 1 of the Agreement to June 30, 2025 under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.

**BE IT RESOLVED** by the Board of Directors of the <u>Calaveras Consolidated Fire Protection District</u>, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021during the State Fiscal Year 2024-25 up to and no more than the amount of \$ 12,172.08\_.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Calaveras Consolidated

**BE IT FURTHER RESOLVED** that <u>Richard Dickinson</u>, <u>Fire Chief</u> of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the <u>Calaveras Consolidated Fire Protection District</u>.

Fire Protection District, at a regular meeting thereof, held on the day of October 28, 2024, by the following vote: **AYES:** Signature, Board of Directors Member NAYS: Printed Name and Title ABSENT: Signature, Board of Directors Member Printed Name and Title -----CERTIFICATION OF RESOLUTION-----**ATTEST:** I Ken Glissman, Clerk of the Calaveras Consolidated Fire Protection District, County of Calaveras California do hereby certify that this is a true and correct copy of the original Resolution Number 20241028A. WITNESS MY HAND OR THE SEAL OF THE Calaveras Consolidated Fire Protection District, on this 28 day of October, 2024. OFFICIAL SEAL OR NOTARY CERTIFICATON Signature

# State of California Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection GRANT AGREEMENT

**APPLICANT:** 

PROJECT TITLE:	Volunteer Fire Ass	istance		
GRANT AGREEMENT:	7GF24301			
PROJECT PERFORMANCE PER Under the terms and conditions of described in the project description Protection, agrees to fund the proj	this Grant Agreement, n, and the State of Calif	the applicant agr fornia, acting thro	ees to complete the project as ugh the Department of Forestry & Fire	
<b>PROJECT DESCRIPTION:</b> Cost-capability to organize, train, and ed			nce to rural areas in upgrading their	
Total State Grant not to exceed	\$ \$12,172.08		(or project costs, whichever is less).	
*The Special and General Provision	s attached are made a p	art of and incorpo	orated into this Grant Agreement.	
		STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION		
Applicant				
By Signature of Authorized Penroes	ntativo	Ву		
Signature of Authorized Representative  Title		Title: David Scheurich Staff Chief, Cooperative Fire Programs		
Date		Date		
	CERTIFICATION	I OE ELINDING		
GRANT AGREEMENT NUMBER	POID	OFFUNDING	SUPPLIER ID	
FUND <b>0001</b>	FUND NAME General Fund			
PROJECT ID 354024DG2012171	ACTIVITY ID SUBGNT		AMOUNT OF ESTIMATE FUNDING \$ 12172.08	
GL UNIT 3540	BUD REF 001	CHAPTER 35	ADJ. INCREASING ENCUMBRANCE \$ 0.00	
PROGRAM NUMBER 9999000FED	ENY 2024		ADJ. DECREASING ENCUMBRANCE \$ 0.00	
ACCOUNT 5340580	ALT ACCOUNT 5340580002		UNENCUMBERED BALANCE \$ 12172.08	
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92766			
I hereby certify upon my person	al knowledge that bud	dgeted funds are	e available for this encumbrance.	
Signature of CAL FIRE Accounting Officer			Date	

#### VOLUNTEER FIRE ASSISTANCE PROGRAM TERMS AND CONDITIONS

#### DEPARTMENT OF FORESTRY AND FIRE PROTECTION

#### STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and hereinafter called "LOCAL AGENCY", covenants as follows:

#### **RECITALS:**

- 1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act of 1978 (PL 95-313, 92 Stat, 365, 16 U.S.C. 2106 as amended).
- 2. This is a subaward under the 2024 Volunteer Fire Assistance Grant #24-DG-11052012-171 awarded to STATE by the Forest Service on August 23, 2024. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
- 3. LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2024.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- 4. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
- 5. INCORPORATION: The Procedural Guide for Volunteer Fire Assistance Program 2024, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
- 6. **TIMELINESS**: Time is of the essence in this Agreement.
- 7. FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2024 or LOCAL AGENCY will forfeit the funds.

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8. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2024** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

- 9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$12,172.08 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2025. This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2025 in order to receive the funds. The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
- 10. <u>LIMITATIONS</u>: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interested in accordance with paragraph 17 below.
- 11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

. <u>ADDRESSES</u> : Agreement are	The mailing addresses of the parties hereto under the terms of the :
LOCAL AGEN	NCY:
	Attention:
	Telephone Number(s):
	E-mail
STATE:	Department of Forestry and Fire Protection
	Grants Management Unit, Attn: VFA
	P. O. Box 944246
	Sacramento, California 94244-2460
	F-MAIL: CALFIRE GRANTS@fire.ca.gov

- 13. <u>PURPOSE</u>: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
- 14. <u>COMBINING</u>: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 16. <u>UNDERRUNS</u>: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 17. <u>FEDERAL INTEREST IN EQUIPMENT</u>: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

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- 18. <u>EQUIPMENT INVENTORY</u>: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.
- 19. <u>AUDIT</u>: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- 20. <u>DISPUTES</u>: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
- 21. <u>MONITORING</u>: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
- 22. <u>INDEMNIFICATION</u>: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
- 23. <u>CIVIL RIGHTS</u>: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
- 24. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drugfree workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 25. <u>TERM</u>: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2025.
- 26. <u>TERMINATION</u>: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 27. <u>AMENDMENTS</u>: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 28. <u>INDEPENDENT CONTRACTOR</u>: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
- 29. <u>INDIRECT RATE</u>: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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- 30. <u>MEDIA</u>: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.
  - It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.
- 31. <u>ASSIGNMENT</u>: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.