

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

6501 Jenny Lind Road, Valley Springs, CA 95252 Telephone: (209) 786-2227 www.calcofire.org

Regular Meeting Agenda February 24, 2025

CALL TO ORDER 6:000M REGULAR SESSION

1. ROLL CALL:

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

STAFF: Fire Chief Rich Dickinson and Rose Beristianos

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

4. BADGE PINNING

- 5. 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).)
- 6. 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 the Draft Minutes of January 27, 2025, Regular Meeting
 - B. Approval of the Draft Minutes of February 3, 2025, Special Meeting
 - C. Approval of the Regular Bills Transmittal OH186060, \$14,816.91
 - **D.** Approval of the Calcard Transmittal OH186061, \$11,599.50

7. FINANCE BUSINESS

A. Supplemental Transmittals

- 8. FIRE CHIEF'S REPORT
- 8. CORRESPONDENCE:
- 9. 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)

10. NEW BUSINESS:

- **A.** Discussion/Action: Approval of the Agreement with Public Agency Retirement Services (PARS) to provide administrative and consulting services for the defined benefit plan
- **B.** Discussion/Action: Approve Resolution No. 20250224A, Adoption of a 401(a) Defined Benefit Plan with Public Agency Retirement System (PARS)
- C. Discussion/Action: Approve Resolution No. 20250224B, Approving the agreement with Empower Retirement for 457(b) and 401(a) Plans and Authorizing the Acceptance of Associated Plan Fees
- **D.** Discussion/Action: Review and Approve the Salary Increase for the Fire Marshal Position
- 11. COMMITTEE COMMENTS
- 12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS
- 13. ADJOURNMENT: Next Meeting Scheduled for March 24, 2025



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

Regular Meeting Draft Minutes January 27, 2025

CALL TO ORDER 6:000M REGULAR SESSION

1. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan. Ken Glissman, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

STAFF PRESENT: Fire Chief Rich Dickinson and Rose Beristianos

- 2. PLEDGE OF ALLEGIANCE
- 3. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 4. PUBLIC COMMENT: FRANCISCO DE LA CRUZ THANKED THE DISTRICT
- 5. CONSENT CALENDAR: MOTION TO APPROVE THE CONSENT CALENDAR BY KYLE HARVEY, SECONDED BY ROBERTA M. CORSO, PASSED 9 YES
 - A. Approval of the Draft Minutes of October 28, 2024, Regular Meeting
 - B. Approval of the Draft Minutes of December 16, 2024, Special Meeting
 - C. Approval of the Draft Minutes of January 6, 2025, Special Meeting
 - **D.** Approval of the Regular Bills Transmittal OH185612, \$96,755.60
 - E. Approval of the Calcard Transmittal OH185613, \$3,909.51
- **6.** FINANCE BUSINESS
 - A. Supplemental Transmittals LAST MINUTE BILLS, OH185720, \$83,611.29
 ACTION: MOTION TO APPROVE BY PAT SULLIVAN, SECOND BY GARRETT
 ROBERTSHAW, PASSED 9 YES

- 7. FIRE CHIEF'S REPORT CHIEF GAVE HIS REPORT
- 8. CORRESPONDENCE: NONE
- 9. UNFINISHED BUSINESS: NONE
- 10. NEW BUSINESS:
 - A. Discussion/Action Approve Resolution No. 20250127A, A Resolution of the Calaveras Consolidated Fire Protection District, Adopting the Calaveras Professional Firefighters Union, IAFF Local 5149, Memorandum of Understanding

ACTION: MOTION TO APPROVE BY KYLE HARVEY WITH TIMELINE CHANGES TO BE MADE AFTER MEETING WITH THE UNION, SECONDED BY KEN GLISSMAN, PASSED 9 YES

- B. Discussion/Action Duty Coverage Position
 ACTION: MOTION BY KEN GLISSMAN TO MOVE FORWARD WITH DRAFT
 CONTRACT, SECONDED BY ROBERTA M CORSO, PASSED 9 YES
- C. Discussion/Action Monthly payments to Cities and Counties from the 1% sales tax and use tax
 - UPDATE GIVEN, REPORTS WILL BE EMAILED TO ALL BOARD
- D. Discussion/Action- Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan Milliman Report
 - UPDATE GIVEN ON THE PARS BENEFIT PLAN
- 11. COMMITTEE COMMENTS ALL REPORTED OUT
- 12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS ROUND TABLE COMMENTS
- 13. ADJOURNMENT: ACTION: MOTION TO ADJOURN THE MEETING AT 7:16PM BY GARRETT ROBERTSHAW, SECONDED BY KEN GLISSMAN, PASSED 9 YES



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

6501 Jenny Lind Road, Valley Springs, CA 95252 Telephone: (209) 786-2227 www.calcofire.org

Special Meeting Agenda February 3, 2025

- 1. CALL TO ORDER 6:00PM REGULAR SESSION
- 2. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Ryan Hamre, Ken Glissman, Roberta M. Corso, Kyle Harvey and Michael Rodgers

BOARD MEMBERS ABSENT: SAM HARRIS, PAT SULLIVAN, GARRETT ROBERTSHAW

STAFF PRESENT: Fire Chief Rich Dickinson and Rose Beristianos

- 3. PLEDGE OF ALLEGIANCE
- 4. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 5. PUBLIC COMMENT: NONE
- **6.** NEW BUSINESS:
 - A. Discussion/Action Approve Resolution No. 20250203A. A Resolution of the Board of Directors of the Calaveras Consolidated Fire Protection District, Approving the Employment Agreement with Michael Bradford for the Position of Deputy Fire Chief

ACTION: MOTION TO APPROVE BY RYAN HAMRE, SECONDED BY KYLE HARVEY, PASSED 6 YES, 3 ABSENT

B. Discussion/Action – Approve Resolution No. 20250203B, A Resolution Approving Battalion Chief Duty Coverage Pay and Terms for the Fire Department

ACTION: MOTION TO APPROVE BY KEN GLISSMAN, SECONDED BY ROBERTA CORSO, PASSED 5 YES, 3 ABSENT, 1 ABSTAIN

- 7. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS
- 8. ADJOURNMENT: ACTION: MOTION TO ADJOURN THE MEETING AT 7:08PM BY RYAN HAMRE, SECONDED BY KEN GLISSMAN, PASSED 6 YES, 3 ABSENT

CALAVERAS CONSOLIDATED FIRE

PROTECTION DISTRICT

22030010

MAIL ALL CHECKS

PO BOX 579

Contact:	ROSE BERISTIANOS	PO BOX 579
Cell Phone:	482-3754	VALLEY SPRINGS CA 95252

Please initial any strikeovers/changes

2/24/2025

Date:

I	INVOICE		OBJECT	INVOICE			Rd for
A	TNUOMA	PEID#	NO.	NO.	VENDOR NAME/ADDRESS	DESCRIPTION	RTRN dept
					OH186060		
					REG BILLS		
\$	14,816.91	Grand Total					
District agrees to retain original invoices for five years. Merchandise itemized above has been recevied I hereby approved the above claim(s) and or the services claimed have been performed and the expenditures are authorized and approved by certify to the correctness of the computations. Kathy Gomes, Auditor-Controller							
MICHAEL RODGERS						By:	
KEN GLISSMAN				Deputy			
	KEITH HAFLEY SAM HARRIS					OUIEE DIOU DIOUNGS	
	RYAN HAMRE					CHIEF RICH DICKINSON	
	PATRICK SULLIVAN					•	
GARRETT ROBERTSHAW KYLE HARVEY							

AP Entry Batch Proof

Batch ID: **OH186060**

Enter Date: 02/20/202	Batch Status: B	BE User Fotal:	1	4,816.91			
The undersigned, under and that no items have been and the articles or services have	previously paid. Furthermo	at the items on the attached re, the articles or services s rmed as stated.					
Authorized Signature:		Date:		A 22 di 4 a di			
				Audited			
				Distribut	ted:		
User: BERISTIANOS,ROSE Report: Batch Proof (Auditor)	Batch Created By: BERISR	OS Date: 02/20/. Time: 20:43::		Paid:			
Inv Amt 750.00 220300	010 CALCO-FHJLJPA	5241 Office Expense	J	L:		Separate Check:	Relate To:
Invoice Date: 02/03/2025	Invoice #: 98673	CALAVERAS CONSOLIDA	ATED FIRE	Secondary	∕ Ref:	PO#:	
Vendor: 0041553 GEISZLI	ER CPA, ANTIONET 1743 (GRAND CANAL BLVD STE	10STOCKTON	CA	95207	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:				
Inv Amt 10,000.00 220300	010 CALCO-FHJLJPA	5241 Office Expense	J	L:		Separate Check:	Relate To:
Invoice Date: 01/31/2025	Invoice #: 2203013125	AUDIT 6/30/24		Secondary	∕ Ref:	PO#:	
Vendor:0041288 NICHOL	. <mark>SON AND OLSON CF</mark> 29 SU	JNRISE AVE STE 303	ROSEVILLE	CA	95661	DEELIND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:			REFUND	FI KETUKN
<i>Inv Amt</i> 125.00 220300	010 CALCO-FHJLJPA	5241 Office Expense	J	L:		Separate Check:	Relate To:
Invoice Date. 02/03/2025	Invoice #: 42886	CALAVERAS CONSOLIDA	ATED FIRE	Secondary	∕ Ref:	PO#:	
Vendor:W010944 TOP QU	JALITY INSULATION 105 M	AIN STREET	VALLEY SPR	RINGS CA	95252	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:			KEPOND	L L
Inv Amt 1,946.13 220300	10 CALCO-FHJLJPA	5241 Office Expense	J	L:		Separate Check:	Relate To:
Invoice Date. 09/30/2024	Invoice #: 77517	MBR# 7712		Secondary	∕ Ref:	PO#:	
Vendor: 0033234 SPECIA	L DISTRICT RISK PO BO	OX 15677	SACRAMENT	го са	95852	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:			KEPOND	
Inv Amt 440.00 220300	010 CALCO-FHJLJPA	5241 Office Expense	J	L:		Separate Check:	Relate To:
Invoice Date: 02/03/2025	Invoice #: 2203020325	CALAVERAS CONSOLIDA	ATED FIRE	Secondary	√Ref:	PO#:	
Vendor: 0036916 CAL CO	FIRE CHIEFS ASS PO BO	OX 814	COPPEROPO	LIS CA	95228	REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:	Contract:				

AP Entry Batch Proof

Tax Code:

34.45 22030010 CALCO-FHJLJPA

21.33 22030010 CALCO-FHJLJPA

1,500.00 22030010 CALCO-FHJLJPA

Check Stock: AP

Check Stock: AP

BERISTIANOS, ROSEMARIE3573 BERKESEY LANE

Check Stock: AP

Invoice #: 2203012825

Invoice #: 2203013125

Invoice Date: 01/25/2025 Invoice #: 2203012525

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Inv Amt

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Inv Amt

Vendor:0007950

Vendor:0004416

Vendor:0041402

System Messages:

Division Code: SPD2

Division Code: SPD2

Division Code: SPD2

Invoice Date: 01/28/2025

Invoice Date: 01/31/2025

Batch ID: **OH186060** 5241 Office Expense JL: Separate Check: Relate To: Secondary Ref: 030 601 7130 001 PO#: CAROL STREAM IL 60197-5075 P.O. BOX 5075 FY **RETURN REFUND** Tax Code: Contract: 5241 Office Expense Separate Check: JL: Relate To: Secondary Ref: ACCT# 7542800843-9 PO#: PO BOX 997300 SACRAMENTO **CA** 95899-7300 **REFUND RETURN** FY Tax Code: Contract: 5241 Office Expense JL: Separate Check: Relate To: Secondary Ref: **JAN 2025** PO#:

Total

REFUND

FY

14,816.91

RETURN

VALLEY SPRINGS CA 95252

Contract:

CALAVERAS CONSOLIDATED FIRE

Date:

2/24/2025

PROTECTION DISTRICT

22030010

ROSE BERISTIANOS PO BOX 579

MAIL ALL CHECKS

Contact:

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

INVOICE AMOUNT	PEID#	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dep
				BATCH OH186061		
				BAICH OHIOOUOI		
				CAL CARD		
				5		
.						
\$ 11,599.5	PLUS TAX I	F NEEDED				
istrict agrees to retain	n original invoices fo	or five vears. M	lerchandise ite	mized abouce has been recevied	I hereby approved the above claim(s) ar	nd
				authorized and approved by	certify to the correctness of the computa	
					Kathy Gomes, Auditor-Controller	
ROBERTA M CORSO					_	
KYLE HARVEY					Ву:	
KEN GLISSMAN			Deputy			
	KEITH HAFLEY					
	SAM HARRIS				_	
	RYAN HAMRE				CHIEF RICH DICKINSON	
	PATRICK S				-	
	GARRETT F		AW			
MICHAEL RODGERS					_	

AP Entry Batch Proof	
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Enter Date: 02/20/2025 Ba	atch Status: BE	User Total:	11,599.50		
The undersigned, under penalty of	aid. Furthermore, the article	es or services specifie			
Authorized Signature:		Date:	Audited:		
			Audited.		
			Distribute	ed:	
User: BERISTIANOS,ROSE Batch Creat	ed By: BERISROS	Date: 02/20/2025	D-14.		
Report: Batch Proof (Auditor)		Time: 20:24:38	Paid:		
Inv Amt 11,599.50 22030010 CALCO-	FHJLJPA 5241 C	Office Expense	JL:	Separate C	heck: Relate To:
Invoice Date: 02/15/2025 Invoice #: 2	203021525 FEBRUAR	Y STATEMENT	Secondary I	Ref:	PO#:
Vendor: 0037446 US BANK CORP PA	YMENT 3 O BOX 790428	SAI	NT LOUIS MO	63179-0428	EFUND FY RETURN
Division Code: SPD2 C	heck Stock: AP Tax Code	: Cont	tract:		RD RD
System Messages:			·	Total	11,599.50

Batch ID: **OH186061**

Cal Card Summary

Date	Description	Person	Amount
20-Jan	·	SULLIVAN	36.01
22-Jan	Senders	SULLIVAN	21.63
27-Jan	Amazon	SULLIVAN	42.06
11-Feb	Zippy	SULLIVAN	59.01
24-Jan	Exxon	BRADFORD	39.75
24-Jan	Exxon	BRADFORD	43.10
28-Jan	Exxon	BRADFORD	46.25
3-Feb	Exxon	HAMRE	46.50
3-Feb	INTL CODE COUNCIL	HAMRE	30.31
3-Feb	DUKES DESIGNS	LAMPLEY	738.59
5-Feb	Senders	LAMPLEY	104.97
5-Feb	Senders	LAMPLEY	143.41
13-Feb	FIRST OUT RESCUE	LAMPLEY	135.63
17-Feb	DUKES DESIGNS	LAMPLEY	57.93
17-Feb	Senders	LAMPLEY	46.28
22-Jan	Amazon	NORTE	21.63
7-Feb	Senders	NORTE	23.35
10-Feb	Senders	NORTE	42.07
10-Feb	FIREFIGHTERS PRINT	NORTE	398.45
12-Feb	OFFICIAL PEST	NORTE	95.00
17-Feb	Amazon	NORTE	57.67
20-Jan	TOWNEPLACE	ECKROTH	205.32
20-Jan	JERSEY MIKES	KERWIN	23.75
20-Jan	HOLIDAY INN	KERWIN	158.73
30-Jan	HOLIDAY INN	KERWIN	1,515.80
3-Feb	ENTERPRISE RENT A CAR	GRAHAM	242.15
10-Feb	ERACTOLL	GRAHAM	7.45
13-Feb	ERACTOLL	GRAHAM	7.45
20-Jan	CALAVERAS CO. LANDFILL	ZIMMERMAN	27.00
27-Jan	EMBROIDERY DIGI	ZIMMERMAN	10.00
30-Jan	CSALMAN	ZIMMERMAN	7.00
17-Jan	Senders	ESPINAL	38.42
20-Jan	CHIPOLTE	ESPINAL	57.26
6-Feb	MY PILOTS	ESPINAL	1,588.35
20-Jan	Senders	SCHMIDKE	137.44
21-Jan	Zippy	SCHMIDKE	14.99
21-Jan	OREILLY	SCHMIDKE	16.22
21-Jan	Senders	SCHMIDKE	150.40
21-Jan	Senders	SCHMIDKE	8.64
22-Jan	Exxon	SCHMIDKE	7.22

31-Jan	LIFE ASSIST	SCHMIDKE	776.77
10-Feb	OREILLY	SCHMIDKE	15.13
11-Feb	Amazon	SCHMIDKE	276.30
13-Feb	Senders	SCHMIDKE	111.79
17-Feb	Amazon	SCHMIDKE	213.20
17-Feb	Amazon	SCHMIDKE	185.07
16-Jan	VAN UNEN	BERISTIANOS	573.60
16-Jan	VSPUD PAYCLIX	BERISTIANOS	8.42
16-Jan	VSPUD	BERISTIANOS	270.50
16-Jan	CALWASTE	BERISTIANOS	100.27
16-Jan	CALWASTE	BERISTIANOS	113.35
16-Jan	CALWASTE	BERISTIANOS	197.53
30-Jan	USPS	BERISTIANOS	15.33
3-Feb	VONAGE	BERISTIANOS	137.57
6-Feb	CALWASTE	BERISTIANOS	197.53
6-Feb	CALWASTE	BERISTIANOS	100.27
6-Feb	CALWASTE	BERISTIANOS	113.35
7-Feb	VERIZON	BERISTIANOS	387.22
20-Jan	ACTIVE 911	DICKINSON	787.50
24-Jan	LALLOS	DICKINSON	229.89
3-Feb	STAPLES	DICKINSON	22.39
3-Feb	MICROSOFT	DICKINSON	69.99
5-Feb	HUNT N SONS	DICKINSON	243.34
			11,599.50

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2025, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the Calaveras Consolidated Fire Protection District ("Agency").

WHEREAS, Agency is desirous of retaining PARS, as Trust Administrator to the PARS Trust, to provide administrative and consulting services with respect to the Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan ("Plan").

NOW THEREFORE, THE PARTIES AGREE:

- 1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
- 2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
- 3. **Payment Terms.** Payment for Services will be remitted directly from Plan assets unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
- 4. **Fees for Services beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
- 5. Information Furnished to PARS. PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by

or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner, and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

- 6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the Services are provided, subject to the terms established in Section 3 of this Agreement. Before any such Services are performed, PARS will provide the Agency with written notice of the subject Services, terms, and an estimate of the fees, therefore.
- 7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to the calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
- 8. Confidentiality. Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
- 9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
- 10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
- 11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this

- Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
- 12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
- 13. Force Majeure. When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
- 14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
- 15. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
- 16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Calaveras Consolidated Fire Protection District; 6501 Jenny Lind Road, Valley Springs, CA 95252; Attention: [Plan Administrator Title]

Notices shall be deemed given on the date received by the addressee.

- 17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning February 24, 2025, and ending February 23, 2028 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.
- 18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

- 19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
- 20. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
- 21. Counterparts. Electronic Signatures. This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (e.g., DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.
- 22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 23. **Effective Date.** This Agreement shall be effective on the date first above written and also shall be the date the Agreement is executed.

AGENCY:	
BY:	
	Plan Administrator Name
TITLE:	
DATE:	
PARS:	*
BY:	
	Tod Hammeras
TITLE:	Chief Financial Officer
DATE:	

EXHIBIT 1A

SERVICES

PARS will provide the following services for the Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan:

1. Plan Installation Services:

- (A) Assisting appropriate Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan document must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below;
- (D) Upon Agency authorization, preparing and submitting application to the Internal Revenue Service for a determination that the Plan is qualified (the application fee, if any, and any legal fees incurred associated with the filing of the application shall be paid by the Agency). Such fees will not be charged to the Agency without prior authorization by the Plan Administrator.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, including the allocation of employer/employee contributions, distributions, investment activity and expenses (if applicable), based upon information received from the Agency and/or Trustee;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to distribution payments, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
- (E) Coordinating the processing of Participant distribution payments pursuant to authorized written Agency certification of distribution eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (F) Directing Trustee to liquidate Plan assets (if necessary) and make Participant distribution payments, and providing required tax filings regarding said distribution payments;
- (G) Notifying the Trustee of the amount of Plan assets available for further investment and management, or the amount of Plan assets necessary to be liquidated in order to fund Participant distribution payments;

- (H) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (I) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (J) Preparing and submitting an annual report of Plan activity to the Agency;
- (K) Coordinating with an enrolled actuary to perform actuarial valuation on a periodic basis to comply with state and federal laws (the actuarial fees for which shall be paid by the Agency);
- (L) Preparing and submitting the Annual Report of Financial Transactions to the California State Controller, as required by law, for the PARS Trust Program, including the required certified audit of the PARS Trust.
- 3. Plan Compliance Services: Preparing draft amendments and other associated documents to the Plan or Trust, as required by federal and state regulatory agencies, to be reviewed and approved by Agency's legal counsel. As directed by the Agency, PARS shall coordinate the filings of any Plan amendments and restatements with the corresponding federal and state regulatory agencies.
- 4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

- (A) An optional Internal Revenue Service (IRS) Letter of Determination fee based on current IRS rates at the time of filing;
- (B) A one-time set-up fee upon implementation of Plan of \$2,500.00 ("Set-up Fee"), which shall be paid directly by the Agency to PARS;
- (C) A monthly fee of \$1,000.00 ("Monthly Fee") commencing on the month in which the initial contribution is received, which shall be paid directly by the Agency to PARS, and subject to an annual 2% increase every July 1st beginning in 2026;
- (D) A fee equal to actuarial expenses charged to PARS by an outside contractor for an actuarial valuation of the Agency's Plan ("Actuarial Valuation Fee");
- (E) A fee equal to the out-of-pocket costs charged to PARS by an outside contractor for formatting contribution data to a suitable electronic format, charged only if the contribution data received by PARS from the Agency is not sent electronically (Excel, CSV, TXT, or other approved format) ("Data Processing Fee");
- (F) A fee equal to any IRS application fees and or legal fees incurred related to any federal or state required Plan compliance changes. Such fees will not be charged to the Agency without prior authorization by the Plan Administrator.

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct and authorized:

- 1. Participant Data (Submitted by Agency)
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Salary
 - (F) Years of Agency Service
 - (G) Retirement Date
- 2. Contribution Data (Submitted by Agency)
 - (A) Agency Name
 - (B) Employee's Legal Name
 - (C) Employee's Social Security Number
 - (D) Payroll Date
 - (E) Employee Contribution Amount
- 3. Executed Legal Documents (Submitted by Agency)
 - (A) Certified Resolution
 - (B) PARS Trust Adoption Agreement
 - (C) Plan Document
 - (D) Trustee Investment Forms
- 4. Application for PARS Benefit Form (Submitted by Agency)
- 5. Completed Enrollment Forms (Submitted by Participant)
 - (A) Enrollment Form
 - (B) Beneficiary Designation Form
 - (C) Tax Withholding Request Form
 - (D) Proof of Age
- 6. Other information pertinent to the Services as reasonably requested by PARS.

RESOLUTION NO. 20250224A

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT AUTHORIZING THE ADOPTION OF A 401(a) DEFINED BENEFIT PLAN

WHEREAS, it is determined to be in the best interest of the District and its employees to provide a defined benefit plan to eligible employees;

WHEREAS, the District is eligible to be a member of the Public Agency Retirement System (PARS) Trust, which has made available a defined benefit plan qualifying under the relevant sections of the Internal Revenue Code and the California Government Code.

NOW THEREFORE, BE IT RESOLVED THAT:

1.	 The Board of Directors hereby adopts the Public Agency Retirement System Trust, including the Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan ("Plan") effective					
2.		rsuant to Internal Revenue Co tributions to the Plan on beha	ode § 414(h)(2) authorizes the Distralf of Plan participants; and	ict		
3.	3. The Board of Directors hereby appoints the <u>Administrative Assistant</u> , or his/her successor his/her designee as the District's Plan Administrator for the Plan; and					
4.	4. The District's Plan Administrator is hereby authorized to execute the PARS legal as administrative documents on behalf of the District, and to take whatever additional actions a necessary to maintain the District's participation in PARS and to maintain PARS complian of any relevant regulation issued or as may be issued; therefore authorizing him/her to take whatever additional actions are required to administer the District's PARS Plan.					
AYES:	NOES:	ABSENT:	ABSTAIN:			
	F CALIFORNIA OF CALAVERAS					
Calaveras	County, California, hereby of said District at a regular me	certifies that the above forego	Consolidated Fire Protection Distrious resolution was duly and regular and passed by a	rly		
IN WITN	ESS WHEREOF I have her	eunto set my hand and seal th	nis February 24, 2025.			
		Ken Glissman, Clerk				

A RESOLUTION OF THE CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT APPROVING THE SERVICE AGREEMENT WITH EMPOWER RETIREMENT FOR 457 (b) and 401(a) PLANS AND **AUTHORIZING THE ACCEPTANCE OF ASSOCIATED PLAN FEE**

Resolution No. 20250224B

WHEREAS, Calaveras Consolidated Fire Protection District ("Organization") maintains a [Plan Type(s), 457(b), 401(a)] retirement plan ("Plan") for the benefit of its employees; and

WHEREAS, the Organization has conducted a thorough review of potential service providers to administer and manage the Plan; and

WHEREAS, Empower Retirement ("Empower") has submitted a proposal to provide recordkeeping and administrative services for the Plan; and

WHEREAS, the Organization's management has evaluated Empowers proposal, including the scope of services and associated fees, and recommends approval; and

WHEREAS, the proposed fees for Empowers services are provided in Exhibit A

NOW, THEREFORE, BE IT RESOLVED by the Board of Director of Calaveras Consolidated Fire Protection District as follows:

- 1. Approval of Service Agreement: The Calaveras Consolidated Fire Protection District hereby approves entering into a Service Agreement with Empower Retirement for the provision of recordkeeping and administrative services for the 457(b) and 401(a) Plan, effective February 2025.
- Authorization of Plan Fees: The Calaveras Consolidated Fire Protection District Board of Directors authorizes the acceptance of the associated plan fees as outlined in Empowers proposal, provided as Exhibit A
- 3. Authorization to Execute Documents: Rose Beristianos, Administrative Assistant is hereby authorized and directed to execute and deliver any and all documents necessary to effectuate the Service Agreement with Empower Retirement and to take any additional actions as may be necessary to implement the intent of this resolution.

PASSED AND ADOPTED by the Board of the Directors of Calaveras Consolidated Fire Protection District on this 24th day of February, 2025.

Ayes:		
Noes:		
Absen	t:	
Abstai	ned:	
Attest:		
	Keith Hafley Board Chair	

PROPOSAL

Calaveras Fire Protection District 457(b) and 401 (a) Plans

February 5, 2025





Proposal For Calaveras Fire Protection District 457(b) and 401(a) Plans This proposal valid until:

5/5/2025

This Proposal was provided at the request of the plan sponsor or the Plan's advisor on behalf of the plan. The fee information provided in this Proposal is based on the assumptions and/or investment options reflected in the Proposal. This Proposal is invalid if the assumptions and/or investment options are inaccurate or change.

Plan Assumptions	February 5, 2025
Plan Assets: Annual Contribution: Plan Participants with a Balance:	\$278,153 \$60,000 12
Total Eligible Employees: Number of Plans:	12 2
Investment Platform:	Empower Select (Edward Jones)
General Account Fund:	Series I
Investment Fiduciary:	Morningstar 3(21)
Mapping Strategy:	Like Funds
Default Fund:	Target Date
Commissions:	0.50% Annually
Empower Retirement Plan Document	Required

Fee Summary	Fee	Paid By
Annual Plan Maintenance (Per Plan)	\$2,000	Employer
Annual Participant Account Maintenance	\$45	Participant
Asset Based Fee	0.72%	Participant
Installation Fee	\$500	Employer
Average Net Investment Expense	0.29%	Participant

Additional Plan Services

Trustee/Custodial Services: Empower Trust Trustee & Full Custodian

Compliance Services: N/A

Auto Enroll: N

Fee Levelization: Y

BEL Restoration: N/A

Manual Payroll: N

Prospectus Fulfillment: N

Morningstar 3(21) Services: Y

Addt'l Participant Notice Delivery:		

For Home Office Use On	or Home Office Use Only Calaver		Calaveras Fire Protection District 457(b) and 401(a) Plans			Version
Group Account Number:	State Situs:	Product Code:	Quote Date:	RSD Name:	Prepared by:	401(k) Version:
	CA	gvmt-401k	2/5/2025 11:48:10 AM	Michael Wannell	clmp	v17.0 8/22/2024 5:32:00 AM



Plan and Participant Fees

Plan Service Fees				
Fee Type	Fee	Paid By		
Asset Based Fee	0.20% Annually on All Assets	Deducted from Participant Accounts Quarterly		
Participant Account Maintenance	\$45 Per Unique Account Annually	Deducted from Participant Accounts Quarterly		
Plan Maintenance	\$2,000 Annually Per Plan	Billed to Plan Sponsor Quarterly		
Installation	\$500 One-Time	Billed to Plan Sponsor		

Annual asset based fees will be calculated based upon an average daily balance.

Participant Transaction Fees				
Transaction fee type	Fee	Paid by		
Loan initiation	\$95 per request	Netted From Distribution		
Maintenance fee for loans (recurring)	\$50 annually	Deducted from participant accounts quarterly		
Withdrawals (including Separation of Service, Retirement, Plan Terminations)	\$75 per request	Netted from withdrawal		
Withdrawals for small balance force-outs (deminimus)	\$75 per request	Netted from distribution		
Distributions (including In-Service, Hardship, QDRO, Death, Disability)	\$50 per request	Netted from distribution		
Express delivery fee	\$50 per request	Netted from distribution		
Hardship approval services	\$75 per request	Netted from distribution or participant account		
Beneficiary distribution review services	\$75 per request	Netted from distribution or participant account		
QDRO review services	\$400 per request	Netted from distribution or participant account		
Periodic payment setup	\$50 per request	Deducted from participant accounts		
Periodic payment maintenance	\$25 annually	Deducted from participant accounts quarterly		

The above recordkeeping fees will be guaranteed for the initial five (5) year contract term from the Effective Date of the Administrative Services Agreement. Material changes (+/- 10%) from assumptions used in pricing (participants, assets, net flow, asset allocations) could void this guarantee.

The Participant Transaction services above will be provided to the Plan unless the plan sponsor elects otherwise.



Fund Information

			Revenue Sharing Included In Gross/Net Expense Ratio		
Investment Name	Ticker	Gross/Net Expense Ratio	12B-1	Admin	
Allspring Core Bond R6	WTRIX	0.43/0.33%	0.00%	0.00%	
American Century Mid Cap Value R6	AMDVX	0.63/0.63%	0.00%	0.00%	
American Funds American Mutual R6	RMFGX	0.27/0.27%	0.00%	0.00%	
American Funds Intl Gr and Inc R6	RIGGX	0.54/0.54%	0.00%	0.00%	
American Funds New Perspective R6	RNPGX	0.41/0.41%	0.00%	0.00%	
BlackRock High Yield K	BRHYX	0.49/0.48%	0.00%	0.00%	
ClearBridge Small Cap Growth IS	LMOIX	0.78/0.78%	0.00%	0.00%	
DFA Real Estate Securities I	DFREX	0.20/0.18%	0.00%	0.00%	
Fidelity 500 Index	FXAIX	0.02/0.02%	0.00%	0.00%	
Fidelity Inflation-Prot Bd Index	FIPDX	0.05/0.05%	0.00%	0.00%	



Fund Information Continued		Revenue Sharing Included In Gross/Net Expe Ratio		
Investment Name	Ticker	Gross/Net Expense Ratio	12B-1	Admin
Fidelity International Index	FSPSX	0.04/0.04%	0.00%	0.00%
IndexSelect Aggressive 2035 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive Retire Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Conservative 2035 Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Conservative 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative Ret Fund CL I	N/A	0.13/0.13%	0.00%	0.00%
IndexSelect Moderate 2035 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate Retire Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
JPMorgan Mid Cap Growth R6	JMGMX	0.69/0.65%	0.00%	0.00%
PGIM Total Return Bond R6	PTRQX	0.40/0.39%	0.00%	0.00%
PIMCO CommoditiesPLUS® Strategy Instl	PCLIX	1.00/0.83%	0.00%	0.00%
T. Rowe Price Balanced I	RBAIX	0.52/0.47%	0.00%	0.00%
Undiscovered Managers Behavioral Val R6	UBVFX	0.85/0.80%	0.00%	0.00%

Average Net Expense Ratio	0.29%
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Not all 12b-1 and Admin fees may flow through the Recordkeeper. A third party may be receiving 12b-1 and/or Admin fee(s) directly that are not reflected above.

General Account Investments	Ticker	Fee Estimate	Allocation to Recordkeeper	
Empower General Account				
Empower Investments Fixed Account Series I	GWAQ35	0.35%	0.00%	

For an explanation of the Fee Estimate and the Allocation to Recordkeeper, please see the "General Account Fund and General Provision" disclosure in the Disclosure Section of this document.



Payments to Others

Financial Professional Services (Included in Plan Pricing)				
Service Provider Service Fee				
Edward Jones Partner Services 0.50% Annually				

Other Services (Included in Plan Pricing)				
Service Provider Service Fee				
Morningstar Investment Management LLC	3(21) Fiduciary Services	0.02% Annually		

Empower will pay Revenue Credits to the Plan on a monthly basis. Revenue Credits shall be determined by multiplying the average daily balance in each of the Plan's investment options for the month by the annual rate (prorated for the month) of fund service fees paid to Empower by the investment option or its affiliates as reflected in the Plan's Plan Fee Disclosure Report (A copy of the Plan's most recent Fee Disclosure Report is available on the Plan Sponsor Website). Plan Sponsor directs Empower to allocate any Revenue Credits to Plan Participant accounts proportionately based on the average daily balance of such accounts in the investment option during the month and to invest such amounts based on the Participant's investment elections with respect to future contributions or, if none, the applicable Plan default fund. Revenue Credits shall be determined and allocated within 45 days after the end of the month.

Trustee/Custodial Services (Included in Plan Pricing)				
Service Provider Service Fee				
Empower Trust Company Trustee & Full Custodian \$750 Annually				

Participant Advice		Opt-In	
Service Provider	Service	Annual Fee	Basis
Advised Assets Group, LLC.	Online Investment Guidance	No Charge	N/A
Advised Assets Group, LLC.	Online Investment Advice	\$0	Per Participant
Advised Assets Group	My Total Retirement Services	0.65% <\$100k 0.55% Next \$150k 0.45% Next \$150k 0.35% >\$400k	My Total Retirement Assets

Online Investment Advice and Managed Accounts services are optional services that are offered by Advised Assets Group, LLC. Each individual participant may elect to enroll in either one of these services. These participant advice fees are only deducted from participant account balances of those that have enrolled in the service.

Plan Sponsor agrees the managed account service fee will be paid for by a Plan Participant unless the following box is selected.

□ Plan Sponsor Pay



Disclosures

This document contains estimates of plan expenses and is intended to provide a detailed summary of fees being charged to the plan or its participants to the extent such information is in the Recordkeeper's possession. While it is intended to provide information regarding all material fees, this document may not be comprehensive, and it may not include full information on fees associated with some specially negotiated services or with certain investment options, such as Self-Directed Brokerage Accounts, Life Insurance, Employer Stock, etc. For further fee information, please refer to the relevant service agreements and/or prospectuses, including information that may be needed to comply with Participant Disclosure obligations. As your Recordkeeper, we make no representation as to the completeness or accuracy of materials, such as prospectuses, created and/or provided by a third-party investment provider.

General

Float:

If the Plan's assets pass through a bank account held by Empower Retirement LLC (Empower) or its affiliates/ subsidiaries (Empower Trust Company, LLC), it may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Plan Sponsor acknowledges that it has received and reviewed the Float Disclosure. Plan Sponsor agrees that, as additional compensation for its services hereunder, ETC, Empower, and/or its affiliates shall retain float consistent with the terms of the Float Disclosure.

Recordkeeping Costs Estimate

Empower recordkeeping fees are agreed to with the plan sponsor based on the total value of the relationship with the plan. Empower may provide recordkeeping fee credits in its sole discretion based on criteria as solely determined by Empower which may include the plan's use of affiliated and non-affiliated funds or products. Such credits may reduce some or all of the recordkeeping fees that would otherwise be charged by Empower. The average cost of Empower recordkeeping services without any reduction or offset is \$120.23 per participant for plans less than \$50 million, \$94.42 per participant for plans between \$50m and \$500m and \$70.13 per participant for plans greater than \$500m.

Prospectus Delivery:

Employer agrees to accept delivery of prospectuses for the selected investment options through the Plan Sponsor section of the Empower Web site - www.empower-retirement.com.

Acceptance and Use of Participant Emails for Electronic Delivery:

Plan Sponsor and/or the Participant have authorized the Plan to use the Participant email(s) in the Plan's records to deliver Plan-related notices and documents to the Participant electronically. The Plan Sponsor Directs Empower to accept a transfer of Participant work and/or personal emails to its recordkeeping system as provided by the Plan Sponsor or its delegate, including but not limited to the Plan Administrator, a payroll vendor, a Plan adopting employer, third-party administrator or other current or prior Plan service provider. The Plan Sponsor agrees to provide all Participant work emails in its records to Empower and to make best efforts to provide Empower with work or personal email addresses for all newly eligible Participants.

- a. Plan Sponsor Directs Empower to deliver Plan notices, including the Transition Guide and Blackout Notice and other Plan documents it has agreed to provide under the services agreement between the parties ("Agreement") to the Participant's email address in the following order:
 - (i) to a work or personal email address provided and agreed to by the Participant.
 - (ii) to a work email address provided by the Plan Sponsor in accordance with the "wired at work" method described in Department of Labor regulation §2520.104b-1. The Plan Sponsor confirms the Participant has the effective ability at work to access notices delivered to the work email addresses provided to Empower.
- (iii) to a personal email address provided by the Plan Sponsor or Participant in accordance with the "notice and access" method described in Department of Labor regulation §2520.104b-31.
- ☐ Check here if the prior record keeper did not distribute "Initial notifications of default electronic delivery" according to Department of Labor regulation §2520.104b-31.



- b. If the "notice and access" delivery method is used, Empower will send an initial notification of electronic delivery (§2520.104b-31(g)) via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email, unless Empower obtains confirmation that the initial notification has already been provided to the Participant from the Plan Administrator, third party administrator or other Plan service provider.
 - (i) If notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.
 - (ii) Participants may request to receive a paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.
- (iii) Empower will maintain access to plan-related documents on the Participant website in accordance with Department of Labor regulation §2520.104b-31(e).
- c. If Empower is not provided with an email address, plan-related documents will be delivered to the Participant via regular mail.

Third-Party Fee Debits from Participant Accounts:

If the plan fiduciaries authorize payment of a third-party fee (e.g., advisor, auditor, TPA, etc.) from participant accounts, note that the participant fee disclosure prepared by Empower at the plan's transition (and delivered to participants if we have agreed to do so) will not reflect third-party fee payments. The payment process for a third-party fee is set-up following the transition. Third-party fee payments authorized by the Plan Sponsor will be updated to the participant fee disclosure and posted to the participants' accounts online. The plan fiduciaries may wish to discuss the debit of third-party fees from participant accounts with their legal and tax advisors as they deem appropriate and prepare and deliver to participants a supplement to the disclosure prepared by Empower which contains the additional third-party fee information for distribution at transition.

Fiduciary Disclosures

Advised Assets Group (AAG):

If Advised Assets Group, LLC provides services to the Plan under an agreement with Plan Sponsor, it may be a fiduciary and Registered Investment Advisor to the Plan to the extent provided in such agreement.

Empower:

Empower is not acting as a fiduciary for this plan

Investments

Mutual Fund Expense Ratio:

The Service Provider has entered into agreements with certain funds (or their service providers including advisors, administrators or transfer agents, and underwriters) whereby the Service Provider provides shareholder and/or distribution services and receives compensation from the funds (or their service providers) based on the value of the plan's investment in the funds. This compensation may include fees for administrative and other expenses and/or fees paid under a plan of distribution under SEC Rule 12b-1 ("12b-1 fees"). The fees received by the Service Provider are included in the expense ratio described in the applicable fund's prospectus or similar disclosure document, and reduce the fund's net asset value (NAV). Generally, fees and expenses included in the fund's expense ratio are deducted at regular intervals based on a percentage of the fund's average daily net assets.

Redemption Fees:

Redemption fees are charged by mutual fund companies to discourage investors from making a short-term "round trip" (i.e., a purchase, typically a transfer, followed by a sale within a short period of time). Many mutual fund companies will impose the fee upon the purchase and subsequent sale occurring within a specified time frame. Please refer to your mutual fund prospectuses for specific redemption fee details.



Additional Fund Compensation:

Empower Retirement, LLC Insurance Company receives payments from some investment fund families through the Empowering Fund Partnership Program ("EFPP"). Under the EFPP, fund families receive several services based on the EFPP tier in which they participate. These services are provided directly to fund families and include: (i) consideration for inclusion in Empower products developed for some segments of the retirement and IRA market, (ii) inclusion on the Empower Select investment platform, which is available in the small plan recordkeeping market, (iii) a waiver of the connectivity fee described below, (iv) enhanced marketing opportunities, (v) additional reporting capabilities, (vi) collaboration in thought leadership opportunities, (vii) access to meetings with Empower leadership, Empower staff, and the third party advisory and brokerage firms through whom Empower distributes its services, and (viii) access to conferences put on by Empower and Empower Financial. The yearly fees for EFPP participation are \$1,000,000 for tier 1, \$500,000 for tier 2, and \$250,000 for tier 3. These fees do not vary based on an Empower client's use of the funds offered by the fund family.

For additional information about funds that participate in the fund partner program, please visit https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf.

Empower Retirement, LLC Insurance Company also receives payments from fund families through a connectivity program (the "Connectivity Program"). The Connectivity Program charges fund families for the cost of administering funds on Empower investment platforms, and for building and maintaining data connections between Empower and the fund family. In 2019, the Connectivity Program charges \$1,000 per investment fund used on recordkeeping and IRA investment platforms. Beginning in May 2019, if a retirement plan begins receiving recordkeeping services through Empower's small plan recordkeeping segment, and the plan offers a fund from a fund family that does not participate in the Connectivity Program or the EFPP, then Empower will assess a supplemental, separate investment access fee to the plan. Depending on the level of investment in the non-participating fund family, the investment access fee charge may be more or less than the fees received under the Connectivity Program from the fund family.

For additional information about funds that participate in the Connectivity Program, please visit https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf.

General Account Fund and Guarantee Provisions:

General Account crediting rates are net of cost of capital and expenses, fund and guarantee provisions and any contract series charge, to the extent applicable.

<u>Cost of Capital</u> is the return Empower Retirement, LLC Insurance Company of New York (Empower) earns on Empower capital. Empower is required by regulators to hold capital for the purpose of ensuring Empower can meet all of its obligations associated with the General Account Fund. The amount of Empower's capital and required return will fluctuate over time based on regulatory requirements, capital market conditions and the competitive environment.

The <u>Fund Provision</u> covers the range of investment expenses that are netted from the crediting rate, such as investment and operating expenses. The Fund Provision is calculated annually in aggregate for all General Account fixed funds offered by Empower and does not reflect any product or plan specific underwriting adjustments.

The <u>Guarantee Provision</u> covers the range of insurance expenses that are netted from the crediting rate, such as asset defaults, cost of insurance guarantees, and other expenses. The Guarantee Provision is calculated annually in aggregate for all General Account fixed funds offered by Empower and does not reflect any product or plan specific underwriting adjustments.

A <u>Contract Series Charge</u> may apply to the general account option selected by the plan sponsor. This charge will be explicitly described in the Empower Investments Fixed Account group annuity contract and is meant to cover expenses related to contract administration, investment management and other services that are provided to the plan pursuant to a separate agreement with the plan. There may be an adjustment to the credited interest rate which is used to reduce the amount for plan recordkeeping/administration services that would otherwise be charged to the plan.

For more information on the General Account Fixed Funds, including termination options, please see your Group Annuity Contract.



Affiliates and Subcontractors

We are required to disclose certain fees paid between Empower and its related parties (affiliates and subcontractors). This includes compensation paid in connection with the services Empower or its affiliates have agreed to provide to the plan, if the compensation is set on a transaction/incentive basis (such as commissions, soft dollars, or finder's fees) or if the compensation is charged directly against a plan investment and reflected in the investment's net value.

The fees disclosed are not in addition to previously disclosed fees; rather, this information is intended to increase transparency about how Empower uses the fees it receives.

Affiliates:

The following entities are affiliates of the Recordkeeper, in that they directly or indirectly control, are controlled by, or are under common control with the Recordkeeper. These affiliates may receive fees from the plan, or from the Recordkeeper or another affiliate for performing certain services for the plan.

Refer to the Itemized Services and Cost section for details regarding affiliate payments.

GWFS Equities, Inc. is an affiliate that receives payments from the Investment Provider. Payments are first paid to GWFS Equities, Inc. which in turn pays the Recordkeeper.

Empower Capital Management, LLC is an affiliate that receives payments from the Investment Provider.

Empower Funds, Inc. is an affiliate that receives payments from the Investment Provider.

Affiliates: The following are affiliates of Empower, but not all Empower affiliates may pertain to your Plan.

- · Advised Assets Group, LLC
- · GWFS Equities, Inc.
- · EMJAY Corporation
- · FASCore, LLC
- · Empower Capital Management, LLC
- Empower Funds, Inc.
- Putnam Investment Company
- · Empower Trust Company, LLC
- · Empower Retirement, LLC of New York

Subcontractors:

A subcontractor is any person or entity that is not an affiliate of the Recordkeeper and that is expected to receive \$1,000 or more in compensation for performing one or more services for your Plan under a contract or arrangement with the Recordkeeper. All such subcontractors that receive the specific types of compensation described above are included. All such subcontractors, if any, are listed in the table below, along with the service they provide.

Please refer to the Itemized Services and Cost section for details regarding subcontractor payments.

Company Subcontractor	Service Provided
QDRO Consultants	Plan administration services - QDRO review services

Calaveras Fire Protection District 457(b) and 401(a) Plans (continued) Disclosure Statement



If you answered "No" to #1 above, Great-West may continue case installation. If you answered "Yes" to #1 and #3 above, Great-West may continue case installation. If you answered "No" to #2 above, Great-West must halt case installation; please contact PSOnBoarding@greatwest.com to request an appointment form. If you answered "Yes" to #1 but "No" to #3 of the above, a selling agreement must be signed by the broker of record's sponsoring Broker/Dealer before case installation can take place.

According to an Agreement between <u>Edward Jones</u> and Great-West, the commissions are outlined on the Schedule below. The Agreement more formally describes these commissions.

Part C: Commission Schedule for Broker/Dealer:

Based on Account Value equal to 0.50% annualized paid on a monthly basis

If yes, Broker/Dealer name: Edward Jones Account number:

In the event the plan terminates or moves within 12 months from the date of this agreement, Broker/Dealer will immediately return the full amount of the flat sum commission promptly to GWFS or its affiliate, Great-West. Broker/Dealer also agrees that this flat sum commission will be returned in full, promptly upon written request from GWFS, or its affiliate Great-West, if plan does not fund within sixty (60) days from the date of this agreement. Additional compensation may be paid based upon accumulated volume of business. However, none of this compensation is directly attributable to the Plan.

As the Agent/Broker/Consultant, I hereby certify that all commission information is correct to the best of my knowledge, I attest that I have disclosed to the Plan/Group Contractholder all commissions payable to me, including those not described in this Disclosure Statement. I further attest that I have disclosed all available fee adjustments to the plan and the impact to my commission, if any. I affirm that I have read and complied fully with all of the rules in Prohibited Transaction Exemption 84-24, if applicable, allowing these commissions to be paid to me and will comply while eligible to receive commissions from Great-West.

Part D: Acknowledgement of Receipt of Disclosure Information (to be completed by Authorized Plan Representative)

On the date indicated below, I acknowledge receipt of this completed Disclosure Statement, and I approve the proposed transaction on behalf of the Plan and direct Great-West to pay commissions as outlined above. I further represent that: 1. The Authorized Plan Representative shall be solely responsible for monitoring the performance of Agent/Broker/Consultant and determining the reasonableness of Agent/Broker/Consultant's ongoing fees; 2. The services provided by Agent/Broker/Consultant are necessary for the Plan and are not the legal obligation of the employer sponsoring the Plan; 3. After due deliberation and informed discussion with Agent/Broker/Consultant, I believe that the compensation received by Agent/Broker/Consultant under this Agreement is reasonable for the services provided by Agent/Broker/Consultant; 4. The Authorized Plan Representative's execution, delivery, and performance of this Agreement and any other agreements with respect to compensation does not and will not (i) violate in any material respect any law or regulation (including without limitation, any provision of ERISA or the Internal Revenue Code of 1986, as amended) or (ii) constitute, directly or indirectly a non-exempt prohibited transaction (including without limitation, the receipt of fees contemplated herein) within the meaning of section 4975 of the Code or section 406 of ERISA; and 5. Agent/Broker/Consultant is not an affiliate of the Plan or Plan sponsor.



Calaveras Fire Protection District 457(b) and 401(a) Plans (continued) Signature Page

By signing this signature page, the Plan Sponsor, Broker and any other signatories certify that they have received, read and understand this proposed Fee Schedule and Disclosure Statement. All parties understand the proposal assumptions stated above determine the plan's expenses. A change to the assumptions will cause expenses and fees to also change Plan Sponsor understands and agrees to all services and fees identified in this Fee Schedule and agrees to pay all fees according to the Service Agreement to which this Fee Schedule applies. The Plan Sponsor further understands that all payroll deduction and matching contributions will be remitted electronically using the Plan Service Center system. Contributions received using any other method will be returned unallocated for resubmission via the Plan Service Center and will not be considered plan assets until such resubmission. Plan Sponsor also understands that no payroll deduction contributions may be withheld until there is a signed Plan Document in place and no contribution or transfer of assets will be accepted earlier than 15 days from the receipt and acceptance of the Client Application in Greenwood Village, CO.

The Plan Sponsor directs Empower to reflect the Advisor and Firm below as the Plan's financial advisor on its recordkeeping system and to provide plan data upon request. The Plan Sponsor understands and agrees that Empower does not provide investment advice to the Plan, the Plan Sponsor or the Advisor regarding Plan investment options.

I agree any changes to products, plan services, fees, or investment options hereafter must be made post-conversion

Plan Sponsor Signature: Print Name: Date:		
Advisor/Broker Signature: Print Name: Date:		
****Please c	Additional Plan Information omplete upon selecting Empower as your provider*****	
Legal Name of Plan:		
Plan Headquartered State:		
EIN:		•
Plan Year End (MM/DD):		
Plan Contact for Conversion:	First Name:	
	Last Name:	•
	Phone Number:	
	Email:	
Is the Financial Representative properly licensed to sell in Headquartered State?	Y N N/A	

Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.

GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Empower Retirement™ refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A), Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY; and their subsidiaries and affiliates. The trademarks, logos, service marks, and design elements used are owned by GWL&A. The Great-West Family of Companies refers to products and services offered through The Great-West Life Assurance Company, London Life Insurance Company, The Canada Life Assurance Company, Irish Life Assurance Company, Great-West Life & Annuity Insurance Company, Putnam Investments, LLC, and their affiliates and subsidiary companies.



Rose Beristianos <rberistianos@calcofire.org>

Fire Marshal Request For Wage Increase

1 message

Ryan Hamre <rhamre@calcofire.org>
To: Rich Dickinson
Cc: Rose Beristianos

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Wed, Feb 19, 2025 at 9:25 PM

Good Evening Chief,

I appreciate the opportunity to serve as the Fire Marshal for the Calaveras Consolidated Fire Protection District as I have done since 2015. I have not received any pay increases during that time period and I am now asking for a modest pay increase.

To give you an historical perspective of how I came to become the Fire Marshal, I started off in June of 2013 walking into Company 3 and asking the Fire Chief if he needed a volunteer Fire Investigator, at that time the district did not have any capabilities for fire investigation or any job title to support this position. As a result I was hired as a "heavy equipment operator" with the expectation to operate water tenders and work on creating a position as a Fire Investigator for the district. Starting in 2013 after six months of work, myself and several other employees created the Calaveras Consolidated FPD FIU and I drafted the job description for Fire Investigator which was approved. I then held two titles as a Heavy Equipment Operator and Fire Investigator for the fire district. Since that time I became the Lead Fire Investigator for the FIU and we have had several very successful investigations, 51 official call-outs, four arrests, one felony conviction with aggravated arson and a close relationship with the Sheriff's Department. Over the course of time, our previous Public Education Officer / Fire Prevention stepped down and moved on to a position with the Sheriff's Department. At that time I was asked to step-up and take on more responsibility, as a result, the job description for Fire Prevention Officer was created and I was appointed in 2014. With the added responsibility for Fire Prevention, Public Education, Fire Inspection, Plan Review and Fire Investigation, I was asked to become the first Fire Marshal for the Calaveras Consolidated Fire Protection District in 2015. At that time a new job description was drafted and approved and I became the Fire Marshal which I proudly hold with this title. Since that time some of my job duties include the following:

- Knox Program The entire fire district was re-keyed, I currently oversee the program and approve or deny every Knox request in our District.
- Fire Incident Reports As the Fire Marshal / Fire Investigator for the fire district, it is my responsibility to review every fire incident report before it is approved.
- · Annual Business Inspections
- Calaveras County Planning Department Attend meetings, consult with developers and review all plan reviews.
- · Attend County Meetings
- Public Education
- · Bi-Annual inspection of both of our two elementary schools
- Inspect and correspond with all legal cannabis (DCC) grows within our jurisdiction.
- · Provide support / training to line staff.
- Conduct State Fire Marshal Mandated Inspection Example In Home Daycares / In Home Residential Facilities / Motels / Schools
- · Conduct State Inspections for State Licensing for new In-Home Daycares & In-Home Residential Care Facilities
- Community Outreach Example Rotary Presentations
- Emergency Reporting Maintain and keep the occupancy section of Emergency Reporting current with all of our businesses.
- Weed abatement complaints, weed abatement letters and correspondence, enforcement and follow-up. Consult with the County Deputy District DA for enforcement.
- Manage the Calaveras Consolidated Fire Investigation Unit, respond to other agencies upon request to the Fire Chief, review / write all FIU reports.
- Review and conduct all new business inspections within our Fire District as assigned by the Calaveras County Building Department, track all business inspections, enter time into Trakit, bill for time and charge for the district all time worked, conduct follow-up inspections for review and approval.
- · Any other duties / tasks as assigned by the Fire Chief.

As you may be aware, I have been receiving a monthly stipend of \$1,000.00 and this has not changed in many years. Since that time my responsibilities have increased and even though it is hard to quantify my hours per each week, I can tell you I spend time on Cal Co work seven days a week. If I had to put an hourly number to this, I would expect it to exceed well over twenty hours. After a review of my work, a review of my log book with all of the new business inspections, and the compensation I have generated for the fire district, I am asking for a monthly increase to \$1,750.00. per month.

As a perspective, a Fire Marshal in my position on average receives an hourly rate well over \$100.00 per hour. If I were compensated at the lowest tier of that rate at \$100 per hour at twenty hours a week with the certifications I hold, that would be a monthly amount of \$8,000.00. per month.

Thank you for your consideration to my request,

Respectfully,

Ryan

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Ryan L. Hamre, CFI Fire Marshal Calaveras Consolidated FPD 6501 Jenny Lind Road Valley Springs, CA 95252 Office Phone (209) 786-2227 http://calcofire.org/