



GOLD RIDGE FIRE PROTECTION DISTRICT

4500 Hessel Road · Sebastopol, CA 95472
Phone (707) 823-1084 · Fax (707) 829-1175 · www.goldridgefire.org

*Serving the communities of Hessel, Twin Hills, Freestone, & Rural Sebastopol
Fire Chief Shepley Schroth-Cary*

NOTICE & AGENDA OF THE BOARD OF DIRECTORS REGULAR MEETING To be held on July 5, 2023 – 7pm Location: Station 1 – 4500 Hessel Rd. Sebastopol

If you prefer to attend this meeting virtually:

From your computer, tablet or smartphone: <https://us06web.zoom.us>
You can also dial in using your phone: +1 669 444 9171
Meeting ID: 898 1135 6065
Passcode: 856559

Assistance for the disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call the Board Clerk at least 48 hours in advance at (707) 823-1084 so the necessary arrangements can be made.

- 1) **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2) **ROLL CALL OF DIRECTORS**
- 3) **PUBLIC INPUT:** *At this time, members of the public may address the Board with any item not appearing on the agenda. It is recommended that you limit your comment to 3 minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time.*
- 4) **APPROVAL OF MINUTES FROM PREVIOUS MEETING:**
 - a) June 7, 2023 Regular Meeting Minutes (**Action Item**)
- 5) **CORRESPONDENCE:** *Review of any correspondence that might have been received after distribution of board packet.*
- 6) **REVIEW AND APPROVAL OF FINANCIAL REPORTS:**
 - a) June 2023 Bank Accounts Register (**Action Item**)
- 7) **REPORTS:**
 - a) OPERATIONS REPORTS
 - i) Equipment maintenance
 - ii) Building maintenance
 - iii) Personnel

- b) TRAINING REPORT
- c) FIRE MARSHAL REPORT
- d) FIREFIGHTERS ASSOCIATIONS
- e) EXPLORER POST
- f) CONSOLIDATION AD-HOC
- g) FIRE CHIEF'S REPORT

8) **OLD BUSINESS:**

9) **NEW BUSINESS:**

- a) Resolution 23/24-01 Approving the reorganization of the district to annex CSA40 territories; adopting a district appropriations limit; and delegating authority to the Board President and Fire Chief to execute necessary documents to complete the reorganization. **(Action Item)**
- b) Resolution 23/24-02 Approving a one-year agreement with Cal Fire to provide fire and emergency services. **(Action Item)**
- c) LAFCO Sphere of Influence Amendment request: The District is seeking Board approval to make a formal request to Sonoma County LAFCO to include the Monte Rio Fire Protection District in the Gold Ridge Fire Protection District sphere of influence. **(Action Item)**
- d) The District is seeking Board direction regarding tax rates and use codes for consideration of approval by the Board at the Special Meeting and Public Hearing which will be held on August 16, 2023. **(Discussion Item)**

10) **GOOD OF THE ORDER**

11) **ADJOURNMENT**

Materials related to an item on this agenda submitted to the Gold Ridge Fire Protection District after the distribution of the agenda & packet are available for public inspection at the administrative office located at 4500 Hessel Road, Sebastopol, CA during normal business hours.



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June 7, 2023 Regular Meeting Minutes

- 1) **Call to Order:** The Regular Meeting of the Gold Ridge Fire Protection District was held at Station 2, 1690 Watertrough Rd. Sebastopol, California. The meeting was called to order at 7:00pm with Director Gloeckner leading the Pledge of Allegiance.
- 2) **Roll Call of Directors:**

Robert Gloeckner	Dominic Carinalli
Joe Petersen	Christopher Tachouet
Charlie Lachman	David Warburg
Steve Petrucci	
- Directors Absent:** None
- 3) **Public Input:** Monte Rio Fire Protection District Board President was present and gave a report on their progress with LAFCO.
- 4) **Approval of the Minutes from Previous Meeting(s):** The minutes from the May 3, 2023 regular meeting were reviewed. A motion was made by Director Petrucci to approve the minutes. The motion was seconded by Director Tachouet and passed unanimously.
- 5) **Correspondence:** None
- 6) **Approval of the Financial Reports:** The revenues and expenses for the month of May 2023 were reviewed and discussed. Director Warburg made a motion to approve the May 2023 Bank Accounts Register Report. The motion was seconded by Director Carinalli and passed unanimously.
- 7) **Reports:** See attached report summary
- 8) **OLD BUSINESS:**
 - a) Resolution 22/23-06 Approving the Easement Deed with PG&E at Station 3. Director Tachouet made a motion to approve the resolution, it was seconded by Director Warburg, and passed unanimously.
- 9) **NEW BUSINESS:**
 - a) Resolution 22/23-10 Board Adoption of the 2023/24 FY Preliminary Budget. Director Petersen made a motion to approve the preliminary budget, it was seconded by Director Lachman and passed unanimously.
 - b) Board review and approval of the Gold Ridge Paid Firefighters Association MOU term ending June 30, 2024. Director Lachman made a motion to approve the MOU, it was seconded by Director Petersen and passed unanimously.

10) **Good of the Order:** None

11) **Adjournment:** There being no further business, Director Lachman made a motion to adjourn the meeting at 8:02pm. The motion was seconded by Director Tachouet and passed unanimously.

Minutes approved as written – Motion/Second: _____

Clerk of the Board: _____ *Date:* _____

MAY 2023 CONSOLIDATED MAR

MONTHLY CALLS	TOTAL CALLS TO DATE	CURRENT CALL #s -VS- LAST YEAR	TURNOUT TIME, AVG	RESPONSE TIME, AVG	VOL. RESP. #'s FOR THE MO.
<p>105 calls Fire: 2 EMS: 53 MVA: 7 400 - Hazardous condition, other 1 440 - Electrical problem, other 1 500 - Service call, other 1 550 - Public assistance, other 1 553 - Public service 5 554 - Assist invalid 3 561 - Unauthorized burning 2 600F - False Medical Call 1 611 - Cancelled en route 21 622 - No incident found 1 735 - Alarm system malfunction 1 736 - CO detector malfunction 2 745 - Alarm system no fire - unintentional 2 Total: 105</p>	<p>2023: 691 2022: 576 +19.96%</p>	<p>April 2023: 110(-16%) April 2022: 131</p>	<p>Avg Dispatch to Enroute time: 0:00:58</p>	<p>Avg Dispatch to Arrival: 0:06:30</p>	<p>Alden Dolcini 5, Barrett Smith 1, Casey Frazier 6, Devin McBride 5, Joseph Frazier 11, Leonardo Gomez 6, Nitasha Carr 3, Patrick Hauke 2, Peter Lemone 1, Robert Santos 7, Thomas Gibson 3, Total: 51</p>

APPARATUS

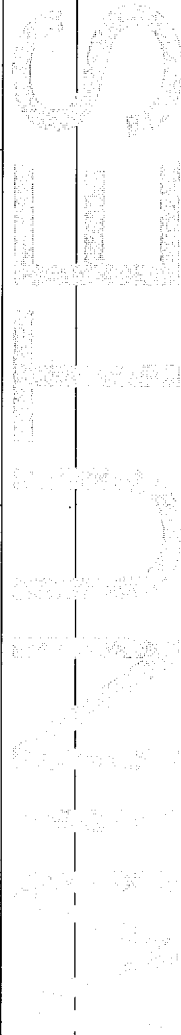
GENERAL INFORMATION	APPARATUS MAINTENANCE - COMPLETED	SCHEDULED MAINTENANCE/INSPECTIONS	OOS APPARATUS, DAYS OOS, & REPAIR TIMELINE
<p>The two new battalion chief pick-ups (8111 and 8112) are currently at Lehr Auto Electric in Sacramento being upfitted with radios, consoles and lighting. Should be back next week</p>	<p>8161 returned from Burton's in Modesto after having its pressure governor re-wired and calibrated and the primer valve was rebuilt. It is currently in service at Station 1. (Last Month: was taken to Burton's in Modesto on 4/26 for a Pump Boss pressure governor issue which is causing the RPM's to increase spontaneously, resulting in a sudden increase in pressure to 500 lbs when in pressure mode.)</p>	<p>I will be scheduling annual apparatus safety/mechanical inspections and opacity testing in July for all Gold Ridge and North Bay apparatus.</p>	<p>8161 was out of service for three weeks. 8171 at Burton's in Modesto with auxiliary pump failure out of service for 2-3 weeks.</p>

EQUIPMENT

SCBA STATUS UPDATE	PENDING ANNUAL EQUIPMENT TESTING	PPE INVENTORY CONCERNS
<p>Currently two SCBA's out for repair.</p>	<p>Hose testing COMPLETED Department-wide</p>	<p>Expecting new turnout gloves and duel compliant pants in June.</p>

FACILITIES

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	FACILITY MAINT. - COMPL'D	FACILITY MAINT. - NEEDED
<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>



PERSONNEL	
GENERAL INFORMATION	PERCENTAGE OF 3-PERSON STAFFING
N/A	90+
INTERN UPDATE	STAFFING/SCHEDULING CONCERNS
2 new Firefighter-interns in the hiring, waiting on medical reports	N/A

TRAINING		
GENERAL INFORMATION	LAST MONTH TRAINING HOURS-TOTAL	DRILL NIGHT ATTENDANCE NUMBERS BY STATION
Topic for the month was RT-130 Refresher. This same topic continues through June.	1292.5	Stn 43: 79 Hours (11 persons attended a drill night) Stn 55: 53.5 Hours (9 persons attended a drill night) Stn 86: 25 Hours (4 people attended a drill night) Stn 87: 43 Hours (7 people attended a drill night) Stn 94: 413 Hours (24 people attended a drill night) Stn 96: 37 Hours (11 attended a drill night) Stn 97: 102 Hours (13 attended a drill night) GFD: 540 hours (24 members attended a drill night). An average of 8 volunteers joined the paid staff for the three drill nights held in May

FIRE MARSHAL'S REPORT						
GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	BUILDING INSPECTIONS/ PRE-FIRE PLANS COMPLETED	DSI COMPL'D	PUB ED COMPLETED & UPCOMING	SPECIAL EVENTS COMPLETED & UPCOMING	ADDRESS SIGNAGE UPDATE
Starting to receive requests for chipper in areas of Gold Ridge. Advising that official program is not up and running but we would attempt to fit requests into schedule. We attended Hazard Reduction Burn season after consultation with Bay Area Air Quality to May 31st.	None	10	4	Camp Meeker Pancake breakfast, pub ed booth set up.	5 new address signs completed for May May new address signs completed for May	

FIREFIGHTER ASSOCIATIONS	
NOTABLE REPORT FROM MONTHLY MEETINGS	ASSOCIATION UPDATE(S), INCLUDING EVENTS OR ACTIVITIES
The Gold Ridge Professional Firefighters Association conducted MOU Negotiation with the District Board's representatives, District Admin, and the Fire Chief. A draft MOU was produced which is pending final approval from the membership with a vote scheduled for Tuesday May 23. The MOU will then require district approval for adoption.	Pancake breakfast, July 2nd. Trying to organize a North Bay BBQ, August 5th.
The GRPFA has also begun working with the Fire Chief, and Volunteer associations to begin fundraising for the Measure G campaign. The initial 75K of the campaign is due the 20th of June in order to begin signature collection with the campaign's contracted signature gatherer. The Associations are currently working together to meet the initial ask.	

EXPLORERS' POST		
GENERAL INFORMATION	EXPLORER POST UPDATE, INCLUDING EVENTS OR ACTIVITIES	EXPLORER DRILL NIGHT ATTENDANCE NUMBERS
N/A	N/A	N/A

MINUTES

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	LAFCO / NBF UPDATE	NOTABLE UPCOMING DATES
N/A	N/A		N/A

GENERAL INFORMATION	POLICY ADMINISTRATION UPDATE	NOTABLE REPORT FROM MONTHLY MEETINGS	NOTABLE CONTENT	NOTABLE UPCOMING DATES

MINUTES

**Gold Ridge Fire Protection District
Bank Accounts Register as of June 30, 2023**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Petty Cash								
Deposit	06/06/2023	DEP	Address Signs	Deposit	3600 · Address Signs	40.00		319.11
Total Petty Cash						40.00		359.11
1120 - Summit								
Deposit	06/01/2023			Deposit	4040 · Cell Tower	1,570.00		124,243.02
Deposit	06/02/2023			Deposit	-SPLIT-	5,135.00		125,813.02
Deposit	06/07/2023			Deposit	2910 · Government Agency -	15,600.00		130,948.02
Check	06/13/2023	7935	George, Daniel J	Sta3	6180 · Building Maintenance		20.04	146,548.02
Check	06/13/2023	7936	Garrett, Scott	boot reimbursement	6020 · Clothing/Personal		350.00	146,527.98
Check	06/13/2023	7937	Andrade, Konner	reimb. training	7120 · Training		542.21	146,177.98
Check	06/13/2023	7938	Streamline	June 2023	6280 · Memberships		300.00	145,635.77
Check	06/13/2023	7939	The Rental Place	propane	6461 · Operating Supplies		38.96	145,335.77
Check	06/13/2023	7940	North Bay Petroleum	35-0002369	-SPLIT-		4,421.97	145,296.81
Check	06/13/2023	7941	AT&T		-SPLIT-		205.75	140,874.84
Check	06/13/2023	7942	Adobe Associates, Inc.	60299	6180 · Building Maintenance		4,573.75	140,669.09
Check	06/13/2023	7943	TRU-SCAN Fingerprints		6654 · Medical Exams		124.00	136,095.34
Check	06/13/2023	7944	Lake Parts, Inc.	Acct: 11963 May 2023	6140 · Fleet Maintenance		133.49	135,971.34
Check	06/13/2023	7945	Pete's Automotive, Inc.	43928 E8192	6140 · Fleet Maintenance		473.13	135,837.85
Check	06/13/2023	7946	Greg LeDoux & Associates	Job No. 22.1102	8510 · Building		14,172.50	135,364.72
Check	06/13/2023	7947	Recology Sonoma Marin	Acct: 1810286203 - May1 2023	6080 · Household Expense		65.92	121,192.22
Check	06/13/2023	7948	ECMS	Inv 709405	6881 · Safety Equipment		746.82	121,126.30
Check	06/13/2023	7949	Pace Supply	078626059 station 2 filter	6140 · Fleet Maintenance		56.43	120,379.48
Check	06/13/2023	7950	Cinquini & Passarino Inc.	LAFCO Annexation mapping	6587 · LAFCO Charges		13,679.00	120,323.05
Check	06/13/2023	7951	Burton's Fire Apparatus	60357, 60550, 81192	6140 · Fleet Maintenance		1,562.98	106,644.05
Transfer	06/22/2023			Funds Transfer	1126 · Summit ICS	125,000.00		105,081.07
Check	06/22/2023	7961	U.S. Bank	Acct 4246 0445 5565 3785 thl Cal Card			6,216.96	230,081.07
Check	06/30/2023	7952	American Medical Response	June 2023	6640 · ALS Professional Services		22,880.00	223,864.11
Check	06/30/2023	7953	Santa Rosa Uniform & Equipri	Backer name tag	6020 · Clothing/Personal		11.96	200,984.11
Check	06/30/2023	7954	Sebastopol Hardware	Acct 1084 June 2023	6461 · Operating Supplies		71.89	200,972.15
Check	06/30/2023	7955	Toshiba Financial Services	Cust Acct# 1025894 June 2023	6820 · Equipment Lease		390.23	200,900.26
Check	06/30/2023	7956	Benedetti Tire	INV646970 8142	6140 · Fleet Maintenance		125.35	200,510.03

**Gold Ridge Fire Protection District
Bank Accounts Register as of June 30, 2023**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	06/30/2023	7957	Sonoma Co Public Works	456 Bohemian Hwy Acct# 26	7202 · Water/Sewer Expense		86.44	200,298.24
Check	06/30/2023	7958	PG&E	5726858972-8	7320 · Utilities		206.90	200,091.34
Check	06/30/2023	7959	PG&E	0631728992-1	7320 · Utilities		76.76	200,014.58
Check	06/30/2023	7960	PG&E	499783296-0	7320 · Utilities		148.72	199,865.86
Deposit	06/30/2023			Deposit	-SPLIT-	168,855.00		368,720.86
Deposit	06/30/2023			Deposit	4040 · Cell Tower	1,570.00		370,290.86
Total 1120 · Summit						317,730.00	71,682.16	370,290.86
1122 · Summit Payroll								222,539.43
Check	06/09/2023	EFT	Innovative Business Solutions	06/09/23 Payroll	-SPLIT-		95,077.75	127,461.68
Check	06/09/2023	50190	Bautista, Armando	06/09/23 Payroll	5910 · Payroll Expenses		46.17	127,415.51
Check	06/09/2023	50191	Frazier, Casey	06/09/23 Payroll	5910 · Payroll Expenses		92.35	127,323.16
Check	06/09/2023	50189	McNamara, Ethan	06/06/23 Payroll adjustment	5910 · Payroll Expenses		775.40	126,547.76
Deposit	06/14/2023			Deposit	5910 · Payroll Expenses	92.35		126,640.11
Check	06/20/2023	EFT	PERS	06/09/23 Payroll	-SPLIT-		24,034.92	102,605.19
Check	06/20/2023	EFT	Cal PERS 457 Plan	06/09/23 Payroll	5923 · PERS		3,265.00	99,340.19
Transfer	06/22/2023			Funds Transfer	1126 · Summit ICS	250,000.00		349,340.19
Check	06/23/2023	EFT	Innovative Business Solutions	06/23/23 Payroll	-SPLIT-		91,918.53	257,421.66
Check	06/23/2023	50192	Bills, Joe	06/23/23 Payroll	5910 · Payroll Expenses		46.18	257,375.48
Check	06/27/2023	50193	Bills, Joe	06/23/23 Payroll	5910 · Payroll Expenses		147.76	257,227.72
Check	06/30/2023	EFT	PERS	06/23/23 Payroll	-SPLIT-		23,605.56	233,622.16
Check	06/30/2023	EFT	Cal PERS 457 Plan	06/23/23 Payroll	5923 · PERS		3,390.00	230,232.16
Check	06/30/2023	EFT	PERS	1959 Survivor Bene 22/23	5910 · Payroll Expenses		86.40	230,145.76
Total 1122 · Summit Payroll						250,092.35	242,486.02	230,145.76
1126 · Summit ICS								4,547,081.64
Transfer	06/22/2023			Funds Transfer	1122 · Summit Payroll		250,000.00	4,297,081.64
Transfer	06/22/2023			Funds Transfer	1120 · Summit		125,000.00	4,172,081.64
Total 1126 · Summit ICS							375,000.00	4,172,081.64
TOTAL						567,862.35	689,168.18	4,772,877.37

**Gold Ridge Fire Protection District
Bank Accounts Register as of June 30, 2023**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
			Charles Lachman					
			Joe Petersen					
			Steve Petrucci					
			Robert Gloeckner					
			Domenic Carinalli					
			David Warburg					
			Christopher Tachouet					
			Shepley Schroth-Cary, Fire Chief					
				Date Approved				

Gold Ridge Fire Protection District
Cal Card Report
 June 2023

Num	Name	Memo	Paid Amount
60 · Services/Supplies			
6020 · Clothing/Personal			
	Danner-Lacrosse	boots	503.44
Total 6020 · Clothing/Personal			503.44
6040 · Communications			
	Verizon Wireless		1,101.61
	Comcast	Station 1	201.88
	Comcast	Station 2	457.92
	Comcast	Station 3	81.36
	apple.com	storage	0.99
	Sonic Net	Internet/email services	12.00
	apple.com	storage	0.99
Total 6040 · Communications			1,856.75
6060 · Food			
	Costco	staples	96.54
	Costco	staples	121.33
Total 6060 · Food			217.87
6080 · Household Expense			
CC	Amazon.com	coffee grinder	65.05
	Costco	staples	741.15
	Costco	staples	471.56
Total 6080 · Household Expense			1,277.76
6140 · Fleet Maintenance			
	Amazon.com		83.68
Total 6140 · Fleet Maintenance			83.68
6261 · Medical Supplies			
	Amazon.com		19.50
Total 6261 · Medical Supplies			19.50
6280 · Memberships			
	Microsoft		5.00
Total 6280 · Memberships			5.00
6290 · Other Dept. Expense			
	Shutterbug	photo board	64.28
Total 6290 · Other Dept. Expense			64.28

Gold Ridge Fire Protection District
Cal Card Report
June 2023

Num	Name	Memo	Paid Amount
6400 · Office Expense			
	Amazon.com		118.32
Total 6400 · Office Expense			118.32
6405 · Computer Expenses			
	Adobe Software	Subscription PDF pro/mo	19.99
Total 6405 · Computer Expenses			19.99
6410 · Postage			
	The UPS Store	hose repair	21.62
Total 6410 · Postage			21.62
6587 · LAFCO Charges			
	PRMD	annexation map review	1,616.75
Total 6587 · LAFCO Charges			1,616.75
6800 · Public/Legal Notices			
	Daily Dispatch	BC employment ad	405.00
Total 6800 · Public/Legal Notices			405.00
7300 · Transportation/Travel			
	Fastrak	Bridge Toll	7.00
Total 7300 · Transportation/Travel			7.00
Total 60 · Services/Supplies			6,216.96
TOTAL			6,216.96

Gold Ridge Fire Protection District
Split Detail - Operating Account

June 2023

Num	Date	Name	Memo	Account	Paid Amount
7935	06/13/2023	George, Daniel J	Sta3	1120 · Summit	
			Sta3	6180 · Building Mainten...	-20.04
TOTAL					-20.04
7936	06/13/2023	Garrett, Scott	boot reimbursement	1120 · Summit	
			boot reimbursement	6020 · Clothing/Personal	-350.00
TOTAL					-350.00
7937	06/13/2023	Andrade, Konner	reimb. training	1120 · Summit	
			reimb. training	7120 · Training	-542.21
TOTAL					-542.21
7938	06/13/2023	Streamline	June 2023	1120 · Summit	
			website	6280 · Memberships	-300.00
TOTAL					-300.00
7939	06/13/2023	The Rental Place	propane	1120 · Summit	
			propane	6461 · Operating Suppli...	-38.96
TOTAL					-38.96
7940	06/13/2023	North Bay Petroleum	35-0002369	1120 · Summit	
			Station 1 fuel	7201 · Gas/Oil	-3,323.66
			Station 2 fuel	7201 · Gas/Oil	-1,035.80
			swivel	7201 · Gas/Oil	-62.51
TOTAL					-4,421.97
7941	06/13/2023	AT&T		1120 · Summit	
			81727	6040 · Communications	-22.97
			54006	6040 · Communications	-182.78
TOTAL					-205.75
7942	06/13/2023	Adobe Associates, Inc.	60299	1120 · Summit	
			septic at Sta 1	6180 · Building Mainten...	-4,573.75
TOTAL					-4,573.75

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
7943	06/13/2023	TRU-SCAN Fingerprints		1120 · Summit	
				6654 · Medical Exams	-124.00
TOTAL					-124.00
7944	06/13/2023	Lake Parts, Inc.	Acct: 11963 May 2023	1120 · Summit	
			Acct: 11963 May 2023	6140 · Fleet Maintenance	-133.49
TOTAL					-133.49
7945	06/13/2023	Pete's Automotive, Inc.	43928 E8192	1120 · Summit	
			43928 E8192	6140 · Fleet Maintenance	-473.13
TOTAL					-473.13
7946	06/13/2023	Greg LeDoux & Associ...	Job No. 22.1102	1120 · Summit	
			Job No. 22.1102	8510 · Building	-14,172.50
TOTAL					-14,172.50
7947	06/13/2023	Recology Sonoma Marin	Acct: 1810286203 - May1 2023	1120 · Summit	
			Acct: 1810286203 - May1 2023	6080 · Household Expe...	-65.92
TOTAL					-65.92
7948	06/13/2023	ECMS	Inv 709405	1120 · Summit	
			Inv 709405	6881 · Safety Equipment	-746.82
TOTAL					-746.82
7949	06/13/2023	Pace Supply	078626059 station 2 filter	1120 · Summit	
			078626059 station 2 filter	6140 · Fleet Maintenance	-56.43
TOTAL					-56.43
7950	06/13/2023	Cinquini & Passarino I...	LAFCO Annexation mapping	1120 · Summit	
			LAFCO Annexation mapping	6587 · LAFCO Charges	-13,679.00
TOTAL					-13,679.00
7951	06/13/2023	Burton's Fire Apparatus	60357, 60550, 81192	1120 · Summit	
			60357, 60550, 81192	6140 · Fleet Maintenance	-1,562.98
TOTAL					-1,562.98

Num	Date	Name	Memo	Account	Paid Amount
7952	06/30/2023	American Medical Res...	June 2023	1120 · Summit	
			June 2023	6640 · ALS Professiona...	-22,880.00
TOTAL					-22,880.00
7953	06/30/2023	Santa Rosa Uniform & ...	Backer name tag	1120 · Summit	
			Backer name tag	6020 · Clothing/Personal	-11.96
TOTAL					-11.96
7954	06/30/2023	Sebastopol Hardware	Acct 1084 June 2023	1120 · Summit	
			Acct 1084 June 2023	6461 · Operating Suppli...	-71.89
TOTAL					-71.89
7955	06/30/2023	Toshiba Financial Ser...	Cust Acct# 1025894 June 2023	1120 · Summit	
			Cust Acct# 1025894 June 2023	6820 · Equipment Lease	-390.23
TOTAL					-390.23
7956	06/30/2023	Benedetti Tire	INV646970 8142	1120 · Summit	
			INV646970 8142	6140 · Fleet Maintenance	-125.35
TOTAL					-125.35
7957	06/30/2023	Sonoma Co Public Wo...	456 Bohemian Hwy Acct# 26	1120 · Summit	
			456 Bohemian Hwy Acct# 26	7202 · Water/Sewer Ex...	-86.44
TOTAL					-86.44
7958	06/30/2023	PG&E	5726858972-8	1120 · Summit	
			5726858972-8	7320 · Utilities	-206.90
TOTAL					-206.90
7959	06/30/2023	PG&E	0631728992-1	1120 · Summit	
			0631728992-1	7320 · Utilities	-76.76
TOTAL					-76.76
7960	06/30/2023	PG&E	499783296-0	1120 · Summit	
			499783296-0	7320 · Utilities	-148.72
TOTAL					-148.72

Num	Date	Name	Memo	Account	Paid Amount
7961	06/22/2023	U.S. Bank	Acct 4246 0445 5565 3785 thru...	1120 - Summit	
			Acct 4246 0445 5565 3785 thru ...	Cal Card	-6,216.96
TOTAL					-6,216.96

**Gold Ridge Fire Protection District
Split Detail - Payroll Account**

June 2023

Num	Date	Name	Memo	Account	Paid Amount
EFT	06/09/2023	Innovative Business S...	06/09/23 Payroll	1122 · Summit Payroll	
			Direct Deposits	5910 · Payroll Expenses	-74,636.51
			06/09/23 Payroll	5922 · FICA Retirement	-372.00
			06/09/23 Payroll	5924 · Medicare	-3,074.94
			06/09/23 Payroll	5910 · Payroll Expenses	-16,521.90
			06/09/23 Payroll	6540 · Payroll Services	-472.40
TOTAL					-95,077.75
EFT	06/20/2023	PERS	06/09/23 Payroll	1122 · Summit Payroll	
			06/09/23 Payroll	5910 · Payroll Expenses	-9,067.70
			06/09/23 Payroll	5923 · PERS	-14,967.22
TOTAL					-24,034.92
EFT	06/20/2023	Cal PERS 457 Plan	06/09/23 Payroll	1122 · Summit Payroll	
			06/09/23 Payroll	5923 · PERS	-3,265.00
TOTAL					-3,265.00
EFT	06/23/2023	Innovative Business S...	06/23/23 Payroll	1122 · Summit Payroll	
			Direct Deposits	5910 · Payroll Expenses	-72,211.16
			06/23/23 Payroll	5922 · FICA Retirement	-452.60
			06/23/23 Payroll	5924 · Medicare	-2,968.88
			06/23/23 Payroll	5910 · Payroll Expenses	-16,117.49
			06/23/23 Payroll	6540 · Payroll Services	-168.40
TOTAL					-91,918.53
EFT	06/30/2023	PERS	06/23/23 Payroll	1122 · Summit Payroll	
			06/23/23 Payroll	5910 · Payroll Expenses	-8,901.06
			06/23/23 Payroll	5923 · PERS	-14,704.50
TOTAL					-23,605.56
EFT	06/30/2023	Cal PERS 457 Plan	06/23/23 Payroll	1122 · Summit Payroll	
			06/23/23 Payroll	5923 · PERS	-3,390.00
TOTAL					-3,390.00
EFT	06/30/2023	PERS	1959 Survivor Bene 22/23	1122 · Summit Payroll	
			1959 Survivor Bene 22/23	5910 · Payroll Expenses	-86.40
TOTAL					-86.40

Num	Date	Name	Memo	Account	Paid Amount
50189	06/09/2023	McNamara, Ethan	06/06/23 Payroll adjustment	1122 · Summit Payroll	
			06/06/23 Payroll adjustment	5910 · Payroll Expenses	-775.40
TOTAL					-775.40
50190	06/09/2023	Bautista, Armando	06/09/23 Payroll	1122 · Summit Payroll	
			06/09/23 Payroll	5910 · Payroll Expenses	-46.17
TOTAL					-46.17
50191	06/09/2023	Frazier, Casey	06/09/23 Payroll	1122 · Summit Payroll	
			06/09/23 Payroll	5910 · Payroll Expenses	-92.35
TOTAL					-92.35
50192	06/23/2023	Bills, Joe	06/23/23 Payroll	1122 · Summit Payroll	
			06/23/23 Payroll	5910 · Payroll Expenses	-46.18
TOTAL					-46.18
50193	06/27/2023	Bills, Joe	06/23/23 Payroll	1122 · Summit Payroll	
			06/23/23 Payroll	5910 · Payroll Expenses	-147.76
TOTAL					-147.76

**Gold Ridge Fire Protection District
Profit & Loss Budget vs. Actual**

	July 2022 through June 2023		TOTAL		
	Jun 23	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Income					
10 · Tax Rev					
1000 · Prop Tax - CY secured	0.00	1,834,793.53	1,823,097.00	11,696.53	100.64%
1001 · Flat Charges - CY	0.00	1,486,542.62	1,589,706.00	-103,163.38	93.51%
1011 · SB 2557 Prop Tax Admin	0.00	-20,799.97	-23,260.00	2,460.03	89.42%
1020 · Prop Tax CY sup	0.00	26,813.95	46,988.00	-20,174.05	57.07%
1040 · Prop Tax -CY unscce	0.00	55,808.75	55,756.00	52.75	100.1%
1060 · Prop Tax PY sec	0.00	0.00	-134.00	134.00	0.0%
1061 · Flat Charges PY	0.00	14,081.73	15,198.00	-1,116.27	92.66%
1070 · 1100 Prop Tx PY unsec	0.00	0.00	1,169.00	-1,169.00	0.0%
1080 · Property Taxes-PY Supp	0.00	0.00	-56.00	56.00	0.0%
Total 10 · Tax Rev	0.00	3,397,240.61	3,508,464.00	-111,223.39	96.83%
17 · Use of Money/Property					
1700 · Interest on Pooled Cash	0.00	469.75			
1701 · Interest Earned	0.00	12,025.06	9,500.00	2,525.06	126.58%
1801 · Rent of Real Estate	0.00	19,250.00	21,000.00	-1,750.00	91.67%
Total 17 · Use of Money/Property	0.00	31,744.81	30,500.00	1,244.81	104.08%
20 · Intergovernmental Revenues					
2440 · ST-Homeowners Prop Tax Relief	0.00	4,666.06	10,000.00	-5,333.94	46.66%
2500 · ST -Other	0.00	371,120.80	100.00	371,020.80	371,120.8%
2900 · So. Co. Enhanced Services	0.00	600,000.00	600,000.00	0.00	100.0%
2910 · Government Agency - MRFD	15,600.00	57,240.00	20,000.00	37,240.00	286.2%
2920 · Government Agency - NBF	168,750.00	674,799.09	675,000.00	-200.91	99.97%
2925 · Government Agency - OCC	0.00	9,000.00	18,000.00	-9,000.00	50.0%
2930 · So. Co. DSI	0.00	13,568.00	5,000.00	8,568.00	271.36%
Total 20 · Intergovernmental Revenues	184,350.00	1,730,393.95	1,328,100.00	402,293.95	130.29%
30 · Charges for Services					
3600 · Address Signs	140.00	1,620.00	550.00	1,070.00	294.55%
3700 · Copy Fees	5.00	25.00	10.00	15.00	250.0%
Total 30 · Charges for Services	145.00	1,645.00	560.00	1,085.00	293.75%
40 · Miscellaneous Revenues					
4040 · Cell Tower	3,140.00	20,410.00	18,840.00	1,570.00	108.33%
4100 · Workers' comp Ins. Refund	0.00	80,065.18	0.00	80,065.18	100.0%
4101 · Miscellaneous Revenues	5,000.00	183,483.45	1,000.00	182,483.45	18,348.35%
4102 · Donations/Reimbursements	135.00	6,705.39	1,000.00	5,705.39	670.54%
Total 40 · Miscellaneous Revenues	8,275.00	290,664.02	20,840.00	269,824.02	1,394.74%
45 · Carry over PY	0.00	0.00	350,000.00	-350,000.00	0.0%
Total Income	192,770.00	5,451,688.39	5,238,464.00	213,224.39	104.07%
Gross Profit	192,770.00	5,451,688.39	5,238,464.00	213,224.39	104.07%

**Gold Ridge Fire Protection District
Profit & Loss Budget vs. Actual**

	July 2022 through June 2023		TOTAL		
	Jun 23	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Expense					
50 · Salaries/Emp Benefits					
5910 · Payroll Expenses	198,557.73	2,701,640.35	2,193,715.00	507,925.35	123.15%
5911 · Drill Pay	0.00	5,160.00	20,000.00	-14,840.00	25.8%
5912 · Strike Team Payroll Expenses	0.00	0.00	100.00	-100.00	0.0%
5913 · Boards	0.00	1,800.00	2,100.00	-300.00	85.71%
5915 · Overtime	0.00	0.00	100,000.00	-100,000.00	0.0%
5922 · FICA Retirement	824.60	23,193.92	42,063.00	-18,869.08	55.14%
5923 · PERS	36,326.72	584,641.58	500,000.00	84,641.58	116.93%
5924 · Medicare	6,043.82	81,982.73	31,508.00	50,474.73	260.2%
5930 · Health Insurance	0.00	345,569.33	431,514.00	-85,944.67	80.08%
5931 · Disability Insurance	0.00	5,233.00	6,000.00	-767.00	87.22%
5935 · Unemployment	0.00	4,769.27	10,000.00	-5,230.73	47.69%
5940 · Workers' Comp	0.00	333,904.00	230,000.00	103,904.00	145.18%
Total 50 · Salaries/Emp Benefits	241,752.87	4,087,894.18	3,567,000.00	520,894.18	114.6%
60 · Services/Supplies					
6020 · Clothing/Personal	865.40	8,196.96	7,000.00	1,196.96	117.1%
6040 · Communications	2,062.50	27,538.75	20,000.00	7,538.75	137.69%
6060 · Food	217.87	5,479.48	8,000.00	-2,520.52	68.49%
6080 · Household Expense	1,343.68	8,934.32	6,500.00	2,434.32	137.45%
6100 · Insurance	0.00	48,717.00	48,717.00	0.00	100.0%
6140 · Fleet Maintenance	2,435.06	67,198.77	55,000.00	12,198.77	122.18%
6145 · Maintenance Equipment	0.00	14,150.15	25,000.00	-10,849.85	56.6%
6149 · Radio Maintenance	0.00	4,511.13	5,000.00	-488.87	90.22%
6180 · Building Maintenance	4,593.79	20,471.55	25,000.00	-4,528.45	81.89%
6261 · Medical Supplies	19.50	11,039.47	8,000.00	3,039.47	137.99%
6280 · Memberships	305.00	44,937.85	35,000.00	9,937.85	128.39%
6290 · Other Dept. Expense	64.28	6,078.12	8,000.00	-1,921.88	75.98%
6400 · Office Expense	118.32	3,325.74	5,000.00	-1,674.26	66.52%
6405 · Computer Expenses	19.99	4,462.54	2,500.00	1,962.54	178.5%
6410 · Postage	21.62	811.82	900.00	-88.18	90.2%
6461 · Operating Supplies	110.85	3,895.81	7,000.00	-3,104.19	55.65%
6526 · Dispatch Services	0.00	12,453.64	15,000.00	-2,546.36	83.02%
6540 · Payroll Services	640.80	8,600.80	6,500.00	2,100.80	132.32%
6587 · LAFCO Charges	15,295.75	29,287.75	13,900.00	15,387.75	210.7%
6610 · Legal Services	0.00	28,896.65	12,000.00	16,896.65	240.81%
6620 · Grant Services	0.00	1,500.00	3,000.00	-1,500.00	50.0%
6630 · Audit Services	0.00	8,925.00	8,000.00	925.00	111.56%
6640 · ALS Professional Services	22,880.00	263,640.03	265,000.00	-1,359.97	99.49%
6654 · Medical Exams	124.00	1,810.70	5,500.00	-3,689.30	32.92%
6800 · Public/Legal Notices	405.00	556.00	600.00	-44.00	92.67%
6801 · Newsletter	0.00	0.00	6,000.00	-6,000.00	0.0%
6820 · Equipment Lease	390.23	4,618.28	3,700.00	918.28	124.82%
6880 · Small Tools	0.00	26,503.10	30,000.00	-3,496.90	88.34%
6881 · Safety Equipment	746.82	30,949.12	38,000.00	-7,050.88	81.45%
7005 · Election Expense	0.00	0.00	10,500.00	-10,500.00	0.0%
7120 · Training	542.21	17,794.36	17,000.00	794.36	104.67%
7121 · Fire Prevention	0.00	1,681.46	2,500.00	-818.54	67.26%
7201 · Gas/Oil	4,421.97	59,773.47	70,000.00	-10,226.53	85.39%
7202 · Water/Sewer Expense	86.44	172.88	850.00	-677.12	20.34%
7300 · Transportation/Travel	7.00	7,612.85	5,000.00	2,612.85	152.26%
7320 · Utilities	432.38	13,220.27	9,000.00	4,220.27	146.89%
Total 60 · Services/Supplies	58,150.46	797,745.82	788,667.00	9,078.82	101.15%

**Gold Ridge Fire Protection District
Profit & Loss Budget vs. Actual**

	July 2022 through June 2023		TOTAL		
	Jun 23	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
75 · Other Charges					
7910 · L.T. Debt Principal	0.00	63,499.09	86,278.00	-22,778.91	73.6%
7930 · L.T. Debt Interest	0.00	22,622.17	22,779.00	-156.83	99.31%
7970 · Taxes/Assessments	0.00	6,250.14	2,757.00	3,493.14	226.7%
Total 75 · Other Charges	0.00	92,371.40	111,814.00	-19,442.60	82.61%
85 · Assets					
8510 · Building	14,172.50	45,590.61	100,000.00	-54,409.39	45.59%
8560 · Equipment	0.00	328,672.92	342,000.00	-13,327.08	96.1%
Total 85 · Assets	14,172.50	374,263.53	442,000.00	-67,736.47	84.68%
90 · Appropriations					
9000 · Contingencies	0.00	19,626.45	318,983.00	-299,356.55	6.15%
9030 · Wellness Program	0.00	19,586.08	10,000.00	9,586.08	195.86%
Total 90 · Appropriations	0.00	39,212.53	328,983.00	-289,770.47	11.92%
Total Expense	314,075.83	5,391,487.46	5,238,464.00	153,023.46	102.92%
Net Income	-121,305.83	60,200.93	0.00	60,200.93	100.0%

JUNE 2023 CONSOLIDATED MAR

OPERATIONS

GENERAL INFORMATION	MONTHLY CALLS	TOTAL CALLS TO DATE	RESPONSE TIME, AVG	TURNOUT TIME, AVG	VOL. RESP. #'s FOR THE MO.
<p>The Battalion Chief assessment center was held Monday, June 26 for nine (9) candidates. The process went well with several great candidates to choose from. We had 13 outside assessors assist with the process. The next step in the process will be a Fire Chief interview (TBD).</p>	<p>98 calls Fire: 6 EMS: 50 MVA: 5 400 - Hazardous condition, other 500 - Service call, 8 611 - Dispatched and canceled en route 700 - False alarm or raise call, other 733 - Smoke detector activation due to malfunction 735 - Alarm system sounded due to malfunction 736 - CO detector activation due to malfunction Total: 98</p>	<p>2023: 826 2022: 725 +13.93%</p>	<p>Avg Dispatch to Arrival: 0:06:10</p>	<p>0:00:50</p>	<p>Alden Dolcini 4, Casey Frazier 4, Devin McBride 12, Erick Hart 4, Jason Jones 1, Joseph Bills 2, Joseph Frazier 5, Leonardo Gomez 2, Nitassha Carr 1, Patrick Hauke 3, Robert Santos 3, Ryan Lavin 1, Thomas Gibson 3, Total: 45</p>

APPARATUS

GENERAL INFORMATION	APPARATUS MAINTENANCE - COMPLETED	APPARATUS MAINTENANCE - NEEDED	SCHEDULED MAINTENANCE/INSPECTIONS
<p>The two BC pick-ups (8111 & 8112) have returned from Lehr in Sacramento and are now in service with Gino and Darrin.</p>	<p>8171 returned from Burton's after having in auxiliary pump transmission rebuilt. There will be no charge for this repair as it was determined that the gear box was not filled with oil prior to delivery.</p>	<p>8182 is at Twin Oaks to address ongoing issues with the radiator. It will likely have the radiator replaced. 8161 is at Burton's for replacement of the tank suction check valve and to rebuild the tank suction valve and front bumper line valve and swivel.</p>	<p>With the beginning of the fiscal year, we'll be getting several units in for service and tire replacement.</p>

EQUIPMENT

SCBA STATUS UPDATE	PENDING ANNUAL EQUIPMENT TESTING	PPE INVENTORY
<p>2 SCBA's OOS - replaced by spares.</p>	<p>Flow testing scheduled for 7/26 and 7/27</p>	<p>4 new interns issued gear</p>

FACILITIES

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	FACILITY MAINT. - COMPL'D	FACILITY MAINT. - NEEDED
<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

PERSONNEL

GENERAL INFORMATION	INTERN UPDATE	STAFFING/SCHEDULING CONCERNS	PERCENTAGE OF 3-PERSON STAFFING
<p>On-Going BC Recruitment</p>	<p>N/A</p>	<p>One paid firefighter out for COVID. Anticipated to have two paid personnel out for maternity. One starting in August and the other in November.</p>	<p>N/A</p>

TRAINING

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	LAST MONTH TRAINING HOURS-TOTAL	DRILL NIGHT ATTENDANCE NUMBERS BY STATION
The topic for the month was RT-130 Refresher. The last drill night of the month was a multi-company drill with our Zone-8 partners at Ragle Ranch Park. CalFire attended with a BC and two type-3s (SR & Occidental)	N/A	1292.5	Stn 43: 79 Hours 11 persons attended a drill night Stn 55: 53.5 Hours 9 persons attended a drill night Stn 86: 25 Hours 4 people attended a drill night Stn 87: 43 Hours 7 people attended a drill night Stn 94: 413 Hours 24 people attended a drill night Stn 96: 37 Hours 11 attended a drill night Stn 97: 102 Hours 13 attended a drill night GFD: 540 hours 24 members attended a drill night

FIRE MARSHAL'S REPORT

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	BUILDING INSPECTIONS/ PRE-FIRE PLANS COMPLETED	DSI COMPL'D	PUB ED COMPLETED & UPCOMING	SPECIAL EVENTS COMPLETED & UPCOMING	ADDRESS SIGNAGE UPDATE
Cal Fire will be suspending their burn permits in the SRA in Sonoma County on July 3rd. Sonoma County usually follows suit with this. Once it is confirmed I will forward information to staff. We have had a bit of an uptick in weed abatement complaints since the first of June. Our DSI inspectors and engine companies are handling these as they come in.		5 business/pre-plan inspections have been completed	85 inspections have taken place thus far. Our DSI target for initial inspections in the area of Elphick Rd between Pleasant Hill and Hwy 116 is 205.	We will be providing some fire prevention information at the pancake breakfast on Sunday July 2nd. We have conducted numerous residential fire safety/educational inspections as it relates to defensible space/evacuation and emergency notifications.	Station 2 pancake breakfast on Sunday July 2nd. Continued planning with Farmtrails for the Gravenstein Apple Fair as it relates to prevention and staffing.	We had 5 requests for address signs for the month of June and all have been made and picked up by residents.

FIREFIGHTER ASSOCIATIONS

NOTABLE REPORT FROM MONTHLY MEETINGS	ASSOCIATION UPDATE(S), INCLUDING EVENTS OR ACTIVITIES
N/A	Pancake breakfast, July 2nd was a success. Thank you to everyone who assisted and attended!

EXPLORERS' POST

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	EXPLORER POST UPDATE, INCLUDING EVENTS OR ACTIVITIES	EXPLORER DRILL NIGHT ATTENDANCE NUMBERS
Explorers had a great turnout at the Pancake Breakfast. They did a terrific job. Thanks to them and Tom for leading such an amazing group.	N/A	N/A	N/A

CONSOLIDATION AD HOC

GENERAL INFORMATION	NOTABLE REPORT FROM MONTHLY MEETINGS	LAFCO / NBF UPDATE	NOTABLE UPCOMING DATES
N/A	N/A		N/A

FIRE CHIEF'S REPORT

GENERAL INFORMATION	POLICY ADMINISTRATION UPDATE	NOTABLE REPORT FROM MONTHLY MEETINGS	NOTABLE UPCOMING DATES

RESOLUTION NO. 23/24-01
Dated: July 5, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GOLD RIDGE FIRE PROTECTION DISTRICT APPROVING THE REORGANIZATION OF THE DISTRICT TO ANNEX THE TERRITORY OF SONOMA COUNTY SERVICE AREA NO. 40; ADOPTING A DISTRICT APPROPRIATIONS LIMIT; AND DELEGATING AUTHORITY TO THE BOARD PRESIDENT AND FIRE CHIEF TO EXECUTE NECESSARY DOCUMENTS TO COMPLETE THE REORGANIZATION

WHEREAS, effective January 25, 2022, pursuant to California Government Code section 56853, the Board of Directors of Gold Ridge Fire Protection District (“District”) and the Sonoma County Board of Supervisors (“County”) adopted District Concurrent Resolution 21/22-02 and County Concurrent Resolution 22-0031 (collectively the “Concurrent Resolutions”) to jointly request and initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code (“Cortese-Knox-Hertzberg Act”), with the Local Agency Formation Commission of the County of Sonoma (“Sonoma LAFCO”) for the consolidation of County Service Area No. 40 (“CSA-40”) territory and fire services agencies into and as part of a reorganization of the District (the “District reorganization”); and

WHEREAS, effective January 28, 2022, the District and the County entered into a Property Tax Allocation Agreement concerning real property tax revenue and other payments to provide supplemental funding for the District reorganization; and

WHEREAS, on November 30, 2022, pursuant to the Concurrent Resolutions, the District submitted its petition for reorganization, designated Application 2023-02, to Sonoma LAFCO; and

WHEREAS, on April 5, 2023, pursuant to California Government Code section 56150 et seq., after a noticed public hearing, Sonoma LAFCO adopted Sonoma LAFCO Resolution 2768, amending the District Sphere of Influence and approving the District petition for reorganization; and

WHEREAS, on June 7, 2023, pursuant to California Government Code section 57075, after a noticed public hearing, Sonoma LAFCO adopted Sonoma LAFCO Resolution 2774, finding insufficient protest, confirming, and ordering, without an election, the District reorganization; and

WHEREAS, on June 21, 2023, pursuant to California Government Code section 57202, Sonoma LAFCO recorded a Certificate of Completion with the Sonoma County Recorder, which officially established the effective date of the District reorganization; and

WHEREAS, at its regular meeting on July 5, 2023, the Board of Directors of the Gold Ridge Fire Protection District identified the need to take several executory steps to implement the District reorganization as approved by Sonoma LAFCO.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Gold Ridge Fire District approves and adopts Sonoma LAFCO Resolution 2768 for the District reorganization, including all provisions set forth in the District’s petition filed with Sonoma LAFCO and the related supporting agreements between the County and the District.

BE IT FURTHER RESOLVED, that the Board of Directors of the Gold Ridge Fire Protection District approves and adopts a Fiscal Year 2023/2024 District appropriations limit of \$15,000,000.00, as set forth in the District’s petition for reorganization and approved in Sonoma LAFCO Resolution 2768.

BE IT FURTHER RESOLVED, that the Board of Directors of the Gold Ridge Fire Protection District delegates authority to the President of the Board of Directors and the District Fire Chief to execute necessary documents and related agreements complete the District reorganization.

Passed, approved and adopted at a regular meeting of the Board of Directors of the Gold Ridge Fire Protection District by the following votes. Passed and adopted this July 5, 2023.

President, Board of Directors

Ayes: _____
Noes: _____
Absent: _____

CERTIFICATION:

Clerk of the Board of Directors

Resolution 23/24-02
July 5, 2023

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GOLD RIDGE FIRE PROTECTION DISTRICT APPROVING A ONE-YEAR
AGREEMENT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION TO PROVIDE FIRE AND EMERGENCY SERVICES**

WHEREAS, the Board of Directors of the Gold Ridge Fire Protection District agrees to enter into a contract with California Department of Forestry and Fire Protection (Cal Fire) to provide fire protection and emergency services for a period of one-year beginning July 1, 2023 and ending June 30, 2024 at a cost not to exceed \$485,896.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Gold Ridge Fire Protection District agrees to enter into an agreement with Cal Fire.

The foregoing resolution was introduced by Director _____
who moved its adoption, seconded by Director _____, and adopted by
THE BOARD OF DIRECTORS, at a regular meeting thereof, held on the 5th day of July, 2023,
by the following roll call vote:

DIRECTORS: Gloeckner_____, Carinalli_____, Petersen_____,
 Petrucci_____, Lachman_____, Warburg_____, Tachouet_____

AYES:_____ NOES:_____ ABSENT:_____ ABSTAIN:_____

WHEREUPON, the Chairman of the Board of Directors declared the foregoing resolution adopted, and SO ORDERED.

Chairman of the Board

Clerk of the Board

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 1/2023

AGREEMENT NUMBER	1CA06427
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Gold Ridge Fire Protection District

2. The term of this Agreement is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$ 485,896.00
Four hundred eighty five thousand, eight hundred ninety six dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	3	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME Gold Ridge Fire Protection District		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Shelpey Schroth-Cary, Fire Chief		
ADDRESS 4500 Hessel Road Sebastopol, CA 95472		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Sully, Assistant Deputy Director, Cooperative Fire		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Sonoma-Lake-Napa	Local Agency:	Gold Ridge Fire Protection District
Name:	Mike Marcucci	Name:	Shepley Schroth-Cary
Phone:	(707) 967-1400	Phone:	(707) 696-9107
Fax:		Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Marcucci	Local Agency:	North Bay Fire
Section/Unit:	Sonoma-Lake-Napa	Section/Unit:	
Attention:	Administrative Officer	Attention:	Shepley Schroth-Cary
Address:	1199 Big Tree Rd. St. Helena, CA 94574	Address:	4500 Hessel Road Sebastopol, CA 95472
Phone:	(707) 967-1400	Phone:	(707) 478-9209
Fax:		Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement 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.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

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AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

