



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

Regular Meeting Agenda
Monday July 27, 2020 7pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

3. ROLL CALL: Board Members: Kim Olson, Keith Hafley, Sam Harris, Ken Glissman, Chris Allen, Pat Brown, Marcus Omlin, Chris Damin and George Juelch

Staff: Fire Chief Rich Dickinson and Rose Beristianos

4. VOLUNTEER RECOGNITION:

- Dick Brown
- Clint Gleason
- Dennis Peterson

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

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2)). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

A. Approval of Draft Minutes: June 22, 2020 Board Meeting

B. Approval of Transmittals dated July 27, 2020,

- Regular bills OH161479 \$13,893.93
- Cal Card OH161480 \$11,961.11 plus tax if needed
- Transmittal payment to Hayward Fire Department for \$25,000 for purchase of 2001 International

7. FINANCE BUSINESS

A. Supplemental Transmittals

8. FIRE CHIEF'S REPORT

9. CORRESPONDENCE:

10. UNFINISHED BUSINESS: Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b)).

A. Discussion/Action – Fire Ordinance

11. NEW BUSINESS:

A. Discussion/Action – PG&E Community resource center Company 3

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

13. ADJOURNMENT:

Next meeting scheduled for August 24, 2020



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
6501 Jenny Lind Road, Valley Springs, CA 95252
Telephone: (209) 786-2227
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Regular Meeting Draft Minutes
Monday June 22, 2020 7pm

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members Present: Keith Hafley, Sam Harris, Ken Glissman, Pat Brown, Marcus Omlin, and Chris Damin
Board Members Absent: Kim Olson, Chris Allen, George Juelch
Staff Present: Fire Chief Rich Dickinson and Rose Beristianos
- 4. BADGE PINNING:** Chief presented Dom DeAngelis, Ben Lampley, Randy Thomas with their badge.
- 5. PUBLIC COMMENT:** None
- 6. CONSENT CALENDAR:** Item A Motion by Ken Glissman to approve the consent calendar 2nd by Sam Harris Votes 6 Yes 0 No 3 Absent. Board discussion item B regarding the charges. Motion by Pat Brown 2nd by Ken Glissman Votes 6 0 No 3 Absent.
 - A. Approval of Draft Minutes: May 18, 2020 Board Meeting
 - B. Approval of Transmittals dated June 22, 2020,
 - Regular bills OH160985 \$4,619.14
 - Cal Card OH160986 \$22,292.70 plus tax if needed
 - July SDRMA bills OH160987 \$83,675.44 to be paid in July

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7. FINANCE BUSINESS: Motion by Sam Harris to approve supplemental Transmittals 2nd by Pat Brown Votes 6 Yes 0 No 3 Absent

A. Supplemental Transmittals – OH161065 \$633.99

8. FIRE CHIEF'S REPORT: Chief gave his report

9. CORRESPONDENCE: None

10. UNFINISHED BUSINESS: Continue next meeting

A. Discussion/Action – Fire Ordinance

11. NEW BUSINESS:

A. Discussion/Action – Resolution # 06222020 Adopting a conflict of interest code and appendix of designated positions Motion by Ken Glissman to adopt the resolution 2nd by Chris Damin Votes 6 Yes 0 No 3 Absent

B. Discussion/ Action – Resolution # 06222020A Adopting a Resolution Establishing Calaveras Consolidated Fire Protection District Authorized Signatures. Motion by Marcus Omlin to adopt the resolution 2nd by Ken Glissman Votes 6 Yes 0 No 3 Absent

C. Discussion/Action – Budget Adjustment form to clear redline balances, adjust revenues, and reserve transfers once the last bills have been paid and all the year end revenues have been posted. See current Budget to Actual Motion made by Ken Glissman to allow Rose to complete the Budget Adjustment form t clear redline balances 2nd by Keith Hafley Votes 6 Yes 0 No 3 Absent

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

13. ADJOURNMENT: Motion by Ken Glissman to adjourn the meeting 2nd by Pat Brown. Votes 6 Yes 0 No 3 Absent

Next meeting scheduled for July 27, 2020

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 7/27/2020

MAIL ALL CHECKS

22030010

Contact: ROSE BERISTIANOS

PO BOX 579

Cell Phone: 482-3754

VALLY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				OH161479		
				REGULAR BILLS		

\$ 13,893.93 Grand Total

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN
KIM OLSON
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
GEORGE JUELCH
MARCUS OMLIN
CHRISTOPHER ALLEN

I hereby approved the above claim(s) and certify to the correctness of the computations.

Rebecca Callen, Auditor-Controller

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch Proof

Batch ID: **OH161479**

Enter Date: 07/22/2020 Batch Status: BE User Total: 13,893.93

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____ Date: _____

Audited: _____

Distributed: _____

Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS

Date: 07/23/2020

Report: Batch Proof (Auditor)

Time: 17:59:58

Inv Amt	275.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>07/14/2020</u>	Invoice #: 2203071420	CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	<u>W005293</u>	<u>RON TRUMAN HEATING</u>	PO BOX 1468	SAN ANDREAS	CA	95249
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	1,820.42	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>07/01/2020</u>	Invoice #: 11664	162363	Secondary Ref:	PO#:	
Vendor:	<u>0041648</u>	<u>CALIFORNIA STATE FIREF</u>	1232 Q ST 2ND FL	SACRAMENTO	CA	95811
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	1,455.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>07/01/2020</u>	Invoice #: 153379	CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	<u>0041765</u>	<u>FAST REPONSE ON-SITE T</u>	1605 CAPITOLA RD	SANTA CRUZ	CA	95062
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	50.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>07/01/2020</u>	Invoice #: 2203070120	CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	<u>0036916</u>	<u>CAL CO FIRE CHIEFS ASS</u>	19927 JESUS MARIA RD	MOKELUMNE HILL	CA	95245
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> RD
Inv Amt	665.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>07/16/2020</u>	Invoice #: 2203071620	RA000593 CALCO	Secondary Ref:	PO#:	
Vendor:	<u>W010010</u>	<u>LOKEY, RICHARD</u>	PO BOX 1157	ALTAVILLE	CA	95221
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> RD

AP Entry Batch Proof

Batch ID: **OH161479**

Inv Amt	505.16	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/01/2020	Invoice #:	20294925	29599		Secondary Ref:	PO#:	
Vendor:	W002160	BRANNON TIRE	PO BOX 1988	STOCKTON	CA	95201	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	96.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/01/2020	Invoice #:	458613	152333		Secondary Ref:	PO#:	
Vendor:	0028552	CA DEPT OF JUSTICE	PO BOX 944255	SACRAMENTO	CA	94244-2550	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	7,000.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/01/2020	Invoice #:	38212	CALAVERAS CONSOLIDATED FIRE		Secondary Ref:	PO#:	
Vendor:	0041288	NICHOLSON AND OLSON CP	29 SUNRISE AVE STE 303	ROSEVILLE	CA	95661	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	50.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To: EX
Invoice Date:	07/01/2020	Invoice #:	2203062420	REIMB LANDFILL CHARGES		Secondary Ref:	PO#:	
Vendor:	0041375	THOMAS, RANDALL	PO BOX 29	ALTAVILLE	CA	95221	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				RD
Inv Amt	1,300.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/01/2020	Invoice #:	2203063020	JUNE 2020 INVOICE		Secondary Ref:	PO#:	
Vendor:	0041402	BERISTIANOS, ROSEMARIE	3573 BERKESEY LANE	VALLEY SPRINGS	CA	95252	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	197.04	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/14/2020	Invoice #:	CI023579	PIE-0019		Secondary Ref:	PO#:	
Vendor:	W007765	GOLDEN STATE	7400 REESE ROAD	SACRAMENTO	CA	95828	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	244.96	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	07/01/2020	Invoice #:	CI022516	PIE-0019		Secondary Ref:	PO#:	
Vendor:	W007765	GOLDEN STATE	7400 REESE ROAD	SACRAMENTO	CA	95828	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				

AP Entry Batch Proof

Batch ID: **OH161479**

<i>Inv Amt</i>	250.00	22030010 CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i>	07/07/2020	<i>Invoice #:</i> 93609CM		CALAVERAS CONSOLIDATED FIRE	<i>Secondary Ref:</i>		<i>PO#:</i>
<i>Vendor:</i>	0041553	GEISZLER CPA, ANTIONET	1743	GRAND CANAL BLVD STE 10STOCKTON	CA	95207	
<i>Division Code:</i>	SPD2	<i>Check Stock:</i>	AP	<i>Tax Code:</i>		REFUND	FY RETURN
						<input type="text"/>	<input type="text"/> <input type="text"/>
<i>Inv Amt</i>	-398.78	22030010 CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i>	07/01/2020	<i>Invoice #:</i> CR04018	10314		<i>Secondary Ref:</i>		<i>PO#:</i>
<i>Vendor:</i>	0024914	HI-TECH EMERGENCY VEH	PO BOX 1616	OAKDALE	CA	95361-1616	
<i>Division Code:</i>	SPD2	<i>Check Stock:</i>	AP	<i>Tax Code:</i>		REFUND	FY RETURN
						<input type="text"/>	<input type="text"/> <input type="text"/>
<i>Inv Amt</i>	384.13	22030010 CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i>	07/14/2020	<i>Invoice #:</i> 167922	10314		<i>Secondary Ref:</i>		<i>PO#:</i>
<i>Vendor:</i>	0024914	HI-TECH EMERGENCY VEH	PO BOX 1616	OAKDALE	CA	95361-1616	
<i>Division Code:</i>	SPD2	<i>Check Stock:</i>	AP	<i>Tax Code:</i>		REFUND	FY RETURN
						<input type="text"/>	<input type="text"/> <input type="text"/>
System Messages:						Total	13,893.93

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 7/27/2020

MAIL ALL CHECKS

22030010

Contact: ROSE BERISTIANOS

PO BOX 579

Cell Phone: 482-3754

VALLY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				BATCH OH161480		
				CAL CARD		
\$ 11,961.11 PLUS TAX IF NEEDED						

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN
KIM OLSON
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
GEORGE JUELCH
MARCUS OMLIN
CHRISTOPHER ALLEN

I hereby approved the above claim(s) and
certify to the correctness of the computations.

Rebecca Callen, Auditor-Controller

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch ProofBatch ID: **OH161480**Enter Date: 07/22/2020 Batch Status: BE User Total: 11,961.11

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____

Date: _____

Audited: _____

Distributed: _____

Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS

Date: 07/22/2020

Report: Batch Proof (Auditor)

Time: 19:58:51

Inv Amt **11,961.11** 22030010 CALCO-FHJLJPA 5241 Office Expense

JL: Separate Check: Relate To:

Invoice Date: 07/15/2020 Invoice #: 2203071520 ACCT# 5566 1531

Secondary Ref: PO#:

Vendor: 0037446 [US BANK CORP PAYMENT \\$](#) PO BOX 790428

SAINT LOUIS MO 63179-0428

Division Code: SPD2 Check Stock: AP Tax Code:

REFUND FY RETURN
☐ ☐ ☐

System Messages:

Total **11,961.11**

Cal Card Summary

Category	Card #	Date	Amount	Description	Receipt Y or N	Person
STRIKE TEAM	5058	25-Jun	272.12	COURTYARD		OLSON
	9606	24-Jun	15.01	SENDERS	N	BUTLER
PHYSICAL	9606	26-Jun	130.00	GARY JOHNSON		BUTLER
	9606	6-Jun	19.27	OREILLY	N	BUTLER
STRIKE TEAM	1687	23-Jun	29.73	ISLANDS RESTAURANTS		ALPERT
STRIKE TEAM	1687	24-Jun	209.58	ENTERPRISE RENT A CAR		ALPERT
STRIKE TEAM	1687	23-Jun	10.88	TOGOS		ALPERT
STRIKE TEAM	1687	25-Jun	272.12	COURTYARD		ALPERT
UTILITY	2132	17-Jun	171.68	CCWD		DICKINSON
UTILITY	2132	17-Jun	33.74	ATT		DICKINSON
UTILITY	2132	18-Jun	189.59	ATT		DICKINSON
UTILITY	2132	18-Jun	191.80	ATT		DICKINSON
UTILITY	2132	22-Jun	101.65	ATT		DICKINSON
UTILITY	2132	23-Jun	187.50	COMCAST		DICKINSON
OFF EXP	2132	25-Jun	192.28	STAPLES		DICKINSON
OFF EXP	2132	26-Jun	133.50	JB AWARDS		DICKINSON
UTILITY	2132	1-Jul	132.21	VONAGE		DICKINSON
UTILITY	2132	2-Jul	11.82	PGE		DICKINSON
UTILITY	2132	3-Jul	151.16	CAL WASTE		DICKINSON
UTILITY	2132	3-Jul	75.58	CAL WASTE		DICKINSON
UTILITY	2132	3-Jul	85.75	CAL WASTE		DICKINSON
UTILITY	2132	10-Jul	79.73	ATT		DICKINSON
GAS	7728	21-Jun	49.01	EXXON		SULLIVAN
STRIKE TEAM	1711	23-Jun	12.58	LORENZO MEXICAN		BRADFORD
STRIKE TEAM	1711	22-Jun	22.96	THJ 828 ROSEVILLE		BRADFORD
STRIKE TEAM	1711	23-Jun	7.00	MARIES DONUTS		BRADFORD
STRIKE TEAM	1711	24-Jun	18.83	ISLANDS RESTAURANTS		BRADFORD
STRIKE TEAM	1711	25-Jun	272.12	COURTYARD		BRADFORD
STRIKE TEAM	1711	25-Jun	25.90	CHEVRON		BRADFORD
	5370	16-Jun	52.05	SENDERS	N	THOMAS
	5370	16-Jun	8.56	SENDERS	N	THOMAS
FIU	1061	16-Jun	26.30	NORTHERN CA GOSQ		HAMRE
GAS	1061	16-Jun	36.01	EXXON		HAMRE
MED BENEFITS	2178	1-Jul	519.43	BLUE SHIELD		DORNBUSH
MAINT BG	3311	15-Jun	-20.37	SENDERS		LAMPLEY
MAINT BG	3311	22-Jun	53.58	SENDERS		LAMPLEY
GAS	3311	22-Jun	62.00	EXXON		LAMPLEY
	3311	26-Jun	34.30	SENDERS	N	LAMPLEY
HOUSEHOLD	7685	15-Jun	43.93	SENDERS		RUOFF
SM TOOLS	7685	21-Jun	40.22	SUPPLY CACHE		RUOFF
MED BENEFITS	7685	20-Jun	700.39	BLUE SHIELD		RUOFF
MAINT BG	7685	22-Jun	128.69	SENDERS		RUOFF
MAINT BG	7685	27-Jun	15.01	SENDERS		RUOFF

SM TOOLS	7685	26-Jun	53.41 BAILEYS		RUOFF
GAS	7685	27-Jun	50.00 EXXON		RUOFF
SAFETY CLOTH	7685	9-Jul	385.27 SUPPLY CACHE		RUOFF
MAINT BG	7685	14-Jul	37.70 SENDERS		RUOFF
HOUSEHOLD	9787	15-Jun	275.37 SIERRA JANITORIAL		GALLIAZZO
	9787	16-Jun	16.09 PAYPAL SKINNER	N	GALLIAZZO
	9787	16-Jun	40.30 PAYPAL ADVANCERADI	N	GALLIAZZO
GAS	9787	16-Jun	467.61 HUNT N SONS		GALLIAZZO
MAINT BG	9787	20-Jun	12.86 SENDERS		GALLIAZZO
	9787	20-Jun	107.24 PAYPAL SOUTHWESTER	N	GALLIAZZO
MAINT BG	9787	20-Jun	37.67 LOWES		GALLIAZZO
MAINT EQ	9787	23-Jun	42.89 PAYPAL DIESEL RED		GALLIAZZO
MAINT BG	9787	23-Jun	85.08 LOWES		GALLIAZZO
	9787	26-Jun	934.14 C&C DESIGN	N	GALLIAZZO
COMMUNICATIC	9787	29-Jun	70.14 PAYPAL SURPLUS		GALLIAZZO
MED BENEFITS	9787	30-Jun	723.77 BLUE SHIELD		GALLIAZZO
GAS	9787	30-Jun	2,562.40 HUNT N SONS		GALLIAZZO
OFF EXP	9787	3-Jul	170.05 STAPLES		GALLIAZZO
OFF EXP	9787	3-Jul	14.01 STAPLES		GALLIAZZO
COMMUNICATIC	9787	4-Jul	212.26 PAYPAL JEFFPFEIFFE		GALLIAZZO
GAS	9787	6-Jul	51.54 CHEVRON		GALLIAZZO
MAINT EQ	9787	6-Jul	326.70 INTERSTATE		GALLIAZZO
MAINT EQ	9787	7-Jul	171.59 AMAZON		GALLIAZZO
SAFETY CLOTH	9787	14-Jul	274.44 LINEGEAR FIRE & RESCUE		GALLIAZZO
GAS	5311	7-Jul	33.38 CHEVRON		BROWN

11,961.11

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 7/27/2020

MAIL ALL CHECKS

22030010

Contact: ROSE BERISTIANOS

PO BOX 579

Cell Phone: 482-3754

VALLY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				STILL WAITING ON INVOICE		
				HAYWARD FIRE DEPT		
				2001 INTERNATIONAL FIRE ENGINE		

\$ 25,000.00 Grand Total

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN
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KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
GEORGE JUELCH
MARCUS OMLIN
CHRISTOPHER ALLEN

I hereby approved the above claim(s) and
certify to the correctness of the computations.

Rebecca Callen, Auditor-Controller

By: _____
Deputy

CHIEF RICH DICKINSON

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 27th day of July, 2020 (the "**Effective Date**") by Calaveras Consolidated Fire District, a state entity, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "**PARTY**" and collectively as "**PARTIES**".

R E C I T A L S:

A. LICENSOR owns the certain real property commonly known as Calaveras Consolidated Fire District Jenny Lind Station, 6501 Jenny Lind Road, Assessor's Parcel Number 050-002-011-000, hereinafter called the "**Property**," located in the City of Valley Springs, County of Calaveras, State of California. The Property includes a parking lot ("**Parking Lot**") containing approximately 20+ parking spaces.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**"). For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include but are not limited to red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") and PG&E's customers the right to use the License Area described in **EXHIBIT A** attached hereto (the "**License Area**") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "**PG&E's Activities**."

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the nonexclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property.

PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the operation of an indoor customer resource center in the case of a PSPS Event. PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. PG&E, in its sole discretion, may elect to engage uniformed, unarmed personnel to be present in the Parking Lot and Staging Area during Use Days.

4. Generator. Subject to the terms and conditions of this Section 4, LICENSOR grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a generator and related equipment (collectively, the "**Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). At PG&E's option, PG&E or PG&E's Representatives may install temporary fencing, bollards, or other barriers around the Generator Site. LICENSOR grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. PG&E anticipates that the Generator may remain in place from approximately June 1 until December 31 of each year, and PG&E and PG&E's Representatives shall have the right, without prior notice to LICENSOR, to enter the Property at all times to access the Generator. PG&E, at its expense, shall be responsible for obtaining all required permits for the Generator and complying with all laws relating to the Generator. Notwithstanding the definition of PG&E's Activities, the presence of the Generator on the Property and activities related to the Generator shall not be considered PG&E's Activities for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the Generator. The Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to LICENSOR regarding the operation, capacity, or condition of the Generator, and PG&E shall have no liability to LICENSOR in connection with any failure or malfunction of the Generator. Promptly after the expiration of the term of this License Agreement, PG&E or PG&E's Representatives shall remove the Generator and any barriers installed by PG&E or PG&E's Representatives.

5. Term. This License Agreement shall be for a term of ten (10) years, commencing on 07/28/2020 (the "**Commencement Date**"), and expiring on December 31, 2030 (the "**Termination Date**"). Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area or the Staging Area are

referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("**License Fee**") of Two Hundred Fifty Dollars (\$250.00) per day for each Use Day.

7. Priority Scheduling. PG&E shall give LICENSOR at least twenty-four (24) hours' prior notice (the "**PSPS Notice**") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, LICENSOR shall confirm receipt of the PSPS Notice. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events. If another use or event is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, LICENSOR shall cancel such event and indemnify and defend PG&E from any and all Claims related to such cancellation. LICENSOR acknowledges that PG&E may give LICENSOR multiple PSPS Notices during any calendar year.

8. Use of License Area and Staging Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area and the Staging Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or

materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area as nearly as reasonably possible to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the negligence or willful misconduct of LICENSOR, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") that are caused by PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property of LICENSOR, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.

13. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- EXHIBIT A** – License Area
 - Staging and Parking Lot Area
 - Generator Site
- EXHIBIT B** – Notices
- EXHIBIT C** – Statement of Self-Insurance Program
- EXHIBIT D** – ADA and Electrical Alterations

(h) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(i) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(j) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Calaveras Consolidated Fire District,
a state entity

By: E-SIGNED by Chris Medders
on 2020-07-28 20:59:01 GMT

Name: Chris Medders

Its: Manager, Land Acquisition

Date: July 28, 2020

By: E-SIGNED by Richard Dickinson
on 2020-07-28 20:54:54 GMT

Name: Richard Dickinson

Its: Fire Chief

Date: July 28, 2020

EXHIBIT A



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to Richard Dickinson at the following email address: rdickinson@calcofire.org.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Richard Dickinson 510-453-3816

Kim Olson 209-607-5195

Pat Brown 707-350-3667

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address: Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

EXHIBIT C



EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

EXHIBIT D

ADA AND ELECTRICAL ALTERATIONS

Electrical Scope of Work:

- Electrical Scope of Work
- Install a new 400A ATS mounted on ext. wall of building
- Install new raceway between existing can and ATS, creating a splice point
- Re-pull new wire to interior of building to re-feed dist. panel
- Install (2) new 30A breakers in new panel attached to ATS
- Install all conduit, wire, and other materials to complete project
- One day outage to install and test generator

ADA Scope of Work:

- Need to Restripe ADA Parking Space so outlined in Blue and Access Aisle so "NO PARKING" is written in 12" min height lettering