



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

Regular Meeting Agenda
Monday April 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. 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).)
- 5. CONSENT CALENDAR:** The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar
 - A. Approval of Draft Minutes: March 23, 2020 Board Meeting
 - B. Approval of Transmittals dated April 27, 2020,
 - Regular bills OH160280 \$170,461.30
 - US Bank Cal Card OH160281 \$6,605.23

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.

6. FINANCE BUSINESS

- A. Supplemental Transmittals –

7. FIRE CHIEF'S REPORT

8. CORRESPONDENCE:

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

- A. Discussion/Action – ALS Transport
- B. Discussion/Action – Fire Ordinance

10. NEW BUSINESS:

- A. Discussion/Action – Lease Agreement – Company 1
- B. Discussion/Action – OES Type III Engine – Agreement with OES
- C. Discussion/Action – 20200427A Resolution Calling General District Election
- D. Discussion/Action – Recommended Budget 20/21 Attestation

11. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

12. ADJOURNMENT:

Next meeting scheduled for May, to be discussed



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Regular Meeting Draft Minutes
Monday March 23, 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: Kim Olson, Keith Hafley, Ken Glissman, Pat Brown, Marcus Omlin, Chris Damin
Board Members Absent: George Juelch, Chris Allen, Sam Harris
Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC COMMENT:** None
- 5. CONSENT CALENDAR:** Motion by Keith Hafley to approve the Consent Calendar 2nd by Ken Glissman Votes 6 Yes 3 absent
 - A. Approval of Draft Minutes: February 19, 2020 Board Meeting
 - B. Approval of Transmittals dated March 23, 2020,
 - Regular bills OH159827 \$3,179.48
 - US Bank Cal Card OH159828 \$12,243.11

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.

6. FINANCE BUSINESS

A. Supplemental Transmittals – None

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

8. CORRESPONDENCE: None

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

A. Discussion/Action – ALS Transport – Tabled and Continue next meeting.

10. NEW BUSINESS:

A. Discussion/Action – Resolution 032320A Supporting the preparation and submission of a proposal for the Calaveras County North and South Exclusive Operating Ambulance Zones by the Calaveras County Fire Joint Powers Authority. Public Comment, Cameron Todd asked if ALS put in a bid. Answer No. Concerned about rates. It was discussed that Medical and Medicare rates are already established. He stated that its would be moving out of private sector and moving to Government, he would hope that the service is equal to or better than what it currently is. Motion by Keith Hafley to approve Resolution 032320A 2nd by Ken Glissman. Votes 6 yes 3 absent

B. Discussion/Action – Option of renting out modular building at Company 1, 3255 Helisma Road Burson, CA 95225. Discussion was to rent Company 1 for \$1500 a month for a year to a current water tender / mechanic. Concerns are zoning issue, utilities. They would have to comply with the same rules and regulations as the other fire houses. Public comment Cameron Todd discussed his concerns. Motion made by Ken Glissman to allow Chief to pursue and get advice from Tim Talbot Attorney 2nd by Chris Damin. Votes 5 yes 1 abstain

11. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS – Round table discussion

12. ADJOURNMENT: Motion by Ken Glissman to adjourn meeting at 8:07pm 2nd by Keith Hafley Votes 6 yes 3 absent.

Next meeting scheduled for April 27, 2020

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 4/27/2020

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
				OH160280		
				REGULAR BILLS		
\$ 170,461.30 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: **OH160280**

Enter Date: 04/23/2020 Batch Status: BE User Total: 170,461.30

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: 04/23/2020

Report: Batch Proof (Auditor)

Time: 18:14:10

Inv Amt	1,500.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>03/31/2020</u>	Invoice #:	123102		CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	0041566	RAINS LUCIA STERN PC	2300	CONTRA COSTA BLVD STE 500	PLEASANT HILL	CA	94523	
Division Code:	SPD2	Check Stock:	AP	Tax Code:			REFUND	FY RETURN
							<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	250.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>04/02/2020</u>	Invoice #:	93334		CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	0041553	GEISZLER CPA, ANTIONET	1743	GRAND CANAL BLVD STE 10	STOCKTON	CA	95207	
Division Code:	SPD2	Check Stock:	AP	Tax Code:			REFUND	FY RETURN
							<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	150,450.30	22030010	CALCO-FHJLJPA	5701	Capital Equipment	JL:	Separate Check: FP	Relate To:
Invoice Date:	<u>03/10/2020</u>	Invoice #:	INV369129	C4529		Secondary Ref:	PO#:	
Vendor:	0001129	LN CURTIS AND SONS	PO BOX 39000		SAN FRANCISCO	CA	94139	
Division Code:	SPD2	Check Stock:	AP	Tax Code:			REFUND	FY RETURN
							<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> RD
Inv Amt	5,772.37	22030010	CALCO-FHJLJPA	5701	Capital Equipment	JL:	Separate Check: FQ	Relate To:
Invoice Date:	<u>03/13/2020</u>	Invoice #:	INV369990	C4529		Secondary Ref:	PO#:	
Vendor:	0001129	LN CURTIS AND SONS	PO BOX 39000		SAN FRANCISCO	CA	94139	
Division Code:	SPD2	Check Stock:	AP	Tax Code:			REFUND	FY RETURN
							<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> RD
Inv Amt	8,365.50	22030010	CALCO-FHJLJPA	5701	Capital Equipment	JL:	Separate Check: FR	Relate To:
Invoice Date:	<u>03/31/2020</u>	Invoice #:	INV375884	C4529		Secondary Ref:	PO#:	
Vendor:	0001129	LN CURTIS AND SONS	PO BOX 39000		SAN FRANCISCO	CA	94139	
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: **OH160280**

Inv Amt	179.43	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/15/2020	Invoice #:	S144585	6024		Secondary Ref:	PO#:	
Vendor:	0005055	LEHR AUTO ELECTRIC INC	4707 NORTHGATE BLVD	SACRAMENTO	CA	95834	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	189.93	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/07/2020	Invoice #:	S144301	6024		Secondary Ref:	PO#:	
Vendor:	0005055	LEHR AUTO ELECTRIC INC	4707 NORTHGATE BLVD	SACRAMENTO	CA	95834	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	149.85	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/21/2020	Invoice #:	18231	INV# 18231		Secondary Ref:	PO#:	
Vendor:	0041279	ARTIGA, CESAR	PO BOX 581272	MODESTO	CA	95358	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	1,300.00	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	03/31/2020	Invoice #:	2203033120	MARCH 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	1,300.11	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/14/2020	Invoice #:	20289970	29599		Secondary Ref:	PO#:	
Vendor:	W002160	BRANNON TIRE	3730 N. WILSON WAY	STOCKTON	CA	95205	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	43.56	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/10/2020	Invoice #:	2203041020	3578		Secondary Ref:	PO#:	
Vendor:	0002183	SENDERS MARKET INC	PO BOX 197	MOUNTAIN RANCH	CA	95246	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	368.42	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	12/31/2019	Invoice #:	77937	CALAVERAS CONSOLIDATED FIRE		Secondary Ref:	PO#:	
Vendor:	0025112	SCOTTS DISTRIBUTING	PO BOX 481	ANGELS CAMP	CA	95222	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				

AP Entry Batch Proof

Batch ID: **OH160280**

Inv Amt	398.78	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	03/06/2020	Invoice #:	166706	10314		Secondary Ref:	PO#:	
Vendor:	0024914	HI-TECH EMERGENCY VEH	PO BOX 1616	OAKDALE	CA	95361-1616	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
Inv Amt	193.05	22030010	CALCO-FHJLJPA	5241	Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	04/02/2020	Invoice #:	990031	95252JFD		Secondary Ref:	PO#:	
Vendor:	0002103	LIFE ASSIST INC	11277 SUNRISE PARK DR	RANCHO CORDOVA	CA	95742	REFUND	FY RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:				
System Messages:						Total		170,461.30

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 4/27/2020

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 OH160281		
				CAL CARD		
\$ 6,605.23 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 Proof

Batch ID: **OH160281**

Enter Date: 04/23/2020 Batch Status: BE User Total: 6,605.23

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: 04/23/2020

Report: Batch Proof (Auditor)

Time: 17:41:05

Inv Amt	6,605.23	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>04/15/2020</u>	Invoice #: 2203041520	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
					<input type="text"/>	<input type="text"/> <input type="text"/>

System Messages:

Total **6,605.23**

Cal Card Summary

Category	Card #	Date	Amount	Description	Receipt Y or N	Person
Med Supplies	9606	30-Mar	25.44	SENDERS		BUTLER
Med Supplies	9606	30-Mar	213.41	AMAZON		BUTLER
Maint BG	9606	15-Apr	64.34	SENDERS		BUTLER
Utility	2132	20-Mar	189.93	ATT		DICKINSON
Utility	2132	20-Mar	192.14	ATT		DICKINSON
Off Exp	2132	23-Mar	139.95	GRAMMARLY	NO	DICKINSON
Utility	2132	23-Mar	187.50	COMCAST		DICKINSON
Utility	2132	24-Mar	101.65	ATT		DICKINSON
Utility	2132	2-Apr	132.49	VONAGE		DICKINSON
Utility	2132	3-Apr	169.97	CCWD		DICKINSON
Utility	2132	3-Apr	75.58	CALWASTE		DICKINSON
Utility	2132	3-Apr	85.75	CALWASTE		DICKINSON
Utility	2132	3-Apr	151.16	CALWASTE		DICKINSON
Maint Eq	2132	7-Apr	20.00	OUTWEST		DICKINSON
Off Exp	2132	8-Apr	164.95	OSI US FLAG	NO	DICKINSON
Utility	2132	10-Apr	93.35	ATT		DICKINSON
	2132	15-Apr	74.95	SIMS U SHARE	NO	DICKINSON
Gas	5370	6-Apr	42.54	EXXON	NO	THOMAS
Benefit	5370	7-Apr	56.00	ANTHEM		THOMAS
Benefit	5370	7-Apr	19.24	ANTHEM		THOMAS
Benefit	5370	7-Apr	9.30	ANTHEM		THOMAS
Benefit	5370	7-Apr	397.93	ANTHEM		THOMAS
Gas	1061	23-Mar	29.75	EXXON		HAMRE
Gas	1061	13-Apr	27.71	EXXON		HAMRE
Safety Cloth/Eq	2178	19-Mar	102.12	SENDERS		DORNBUSH
Safety Cloth/Eq	2178	20-Mar	5.89	SENDERS		DORNBUSH
Benefit	2178	1-Apr	574.61	BLUE SHIELD		DORNBUSH
Off Exp	2178	15-Apr	7.45	AMAZON		DORNBUSH
Benefit	7685	19-Mar	700.39	BLUE SHIELD		RUOFF
Gas	7685	1-Apr	47.98	EXXON		RUOFF
Household	7685	10-Apr	29.89	SENDERS		RUOFF
Gas	9787	18-Mar	816.90	HUNT N SONS		GALLIAZZO
Maint Eq	9787	23-Mar	160.82	INTERSTATE		GALLIAZZO
Benefit	9787	1-Apr	723.77	BLUE SHIELD	NO	GALLIAZZO
Gas	9787	2-Apr	714.11	HUNT N SONS		GALLIAZZO
Maint Eq	9787	3-Apr	37.54	OREILLY		GALLIAZZO
Household	9787	7-Apr	12.83	SENDERS		GALLIAZZO
	9787	7-Apr	5.90	DOLLAR GEN	NO	GALLIAZZO

6,605.23

RESIDENTIAL LEASE AGREEMENT

1. THE PARTIES. This Residential Lease Agreement ("Agreement" or "Lease") made this _____, 2020 is between:

Landlord: Calaveras Consolidated Fire Protection District, with a mailing address of: 6501 Jenny Lind Road, Valley Springs, CA 95252. ("Landlord")

Tenant: Richard Lokey ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. LEASE TYPE. This Agreement shall be considered a month-to-month lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 2020 and ending upon notice of 30 calendar days from either Party to the other Party ("Lease Term").

3. OCCUPANT(S). The Premises is to be occupied by Tenant strictly as a residential dwelling. Tenant shall be the only occupant of the Premises.

4. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant:

The living quarters on the property located at 3255 Helisma Road, Valley Springs, California 95252.

The aforementioned property shall be leased wholly by the Tenant ("Premises").

5. PURPOSE. The Tenant may only use the Premises as a residential dwelling. Tenant is prohibited from using or entering any other buildings or surrounding property except as otherwise permitted by Landlord or as necessary to access the Premises.

6. FURNISHINGS. The Premises is leased as-is in its current conditions with only the current furnishings.

7. APPLIANCES. The Premises is leased as-is in its current conditions with only the current appliances.

8. RENT. The Tenant shall pay Landlord monthly rent equal to One Thousand Five Hundred Dollars (\$1,500) ("Rent"). The Rent shall be due on the 1st day of every month and paid to Landlord by check via mail or personal delivery. Credit cards shall not be accepted.

9. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF) there shall be a penalty of \$50.

10. LATE FEE. If Rent is not paid on five days after the Due Date there shall be a penalty of \$20 due for every day that rent is late in addition to the amount of unpaid rent.

11. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent upon execution of this Agreement.

12. SECURITY DEPOSIT. As part of this Agreement the Landlord requires a payment in the amount of \$250 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 21 calendar days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent without the Landlord's written consent.

13. MOVE-IN INSPECTION. Before or at the time Tenant accepts possession, or shortly thereafter, the Landlord and Tenant agrees to inspect the Premises and memorialize any present damage or needed repairs to the Premises on a move-in checklist.

14. PARKING. The Tenant shall be permitted to park on the property adjacent to the Premises. Tenant shall be permitted to park no more than 3 vehicles at the Premises at any time. Tenant's vehicles shall not be parked in any location that obstructs or inhibits Landlord's access to other buildings on the property.

15. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: Water, Garbage & Sewer.

Any other utilities or services not mentioned will be the responsibility of the Tenant.

16. EARLY TERMINATION. Either Party may terminate this agreement with at least 30 calendar days' notice to the other Party. Tenant is required to pay rent up to the date the termination is effective.

17. SMOKING POLICY. Smoking on the Premises is prohibited on the Premises and Common Areas.

18. PETS. The Tenant shall not have the right to have pets on the Premises or in the common areas.

19. NOTICES. Any notice to be sent by one Party to the other shall use the addresses identified above.

20. AGENT/MANAGER. The Landlord does not have a manager on the Premises although the Landlord can be contacted through Chief Richard Dickinson for any maintenance or repair at:

Telephone: 209-786-2227 or E-Mail: RDickinson@CalCofire.org

21. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that Tenant has accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including any application fee paid by the Tenant before the execution of this Agreement.

22. ACCESS. Upon the start of the Lease Term, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

23. SUBLETTING. The Tenant shall not sublet the Premises or any part thereof.

24. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

25. ASSIGNMENT. Tenant shall not assign this Lease.

26. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal business hours by providing at least twenty-four (24) hours' notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

27. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at his own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant is responsible for any damage that is not considered normal wear and tear. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the

premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

28. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

29. GUESTS. There shall be no other persons living on the Premises other than the Tenant without notification to Landlord. Guests of the Tenant are allowed for periods not lasting for more than forty-eight (48) hours unless approved in writing by the Landlord.

30. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

31. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at its option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, his guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

32. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

33. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

34. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

35. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

36. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

37. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

38. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

39. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

40. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

41. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

42. LEAD PAINT. (check one)

☐ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

☒ - The Premises was not built prior to 1978.

43. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of California.

44. INDEMNITY. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

45. ATTORNEYS' FEES. In the event of any litigation arising out of an alleged breach of this Agreement, the prevailing party shall be entitled to recover his or her attorneys' fees.

46. ILLEGAL ACTIVITIES PROHIBITED: All illegal activities are prohibited on the Premises.

47. INSURANCE. Tenant agrees to purchase renter's insurance or HO-6 policy covering Tenant's use of the Premises. Landlord shall be named as an additional insured under the policy and Landlord shall be covered under the policy for a minimum of One Million Dollars (\$1,000,000). Tenant shall be required to provide proof of such insurance before occupying the Premises.

48. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$250

First (1st) Month's Rent: \$1500.00

Parking Fee: \$ None X

Pet Fee(s): \$200

Proration Amount: \$ _____

Total Amount: \$ _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

☐ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

☐ - Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- ☐ - Tenant has received copies of all information listed above.
☐ - Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

4. Broker's Acknowledgement

- ☐ - Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____

Resolution Calling General District Election

RESOLUTION NO. 20200427 A
CALAVERAS CONSOLIDATED Fire Protection DISTRICT

WHEREAS, an election will be held within the CALAVERAS CONSOLIDATED Fire Protection District within Calaveras County on November 3, 2020, for the purpose of electing Governing Board Members; and

WHEREAS, Election Code §10403 requires jurisdictions to file with the Board of Supervisors, and the County Clerk, a resolution requesting consolidation with said election.

THEREFORE, BE IT RESOLVED, that the Calaveras Consolidated Fire Protection District requests the Board of Supervisors of Calaveras County to consolidate the District Election with the election to be held on November 3, 2020.

BE IT FURTHER RESOLVED that the District agrees to reimburse the County Elections Department for actual costs accrued as a result of this consolidation. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Election Code § 10418.

ON A MOTION by Director _____
seconded by Director _____ the foregoing resolution
was duly passed and adopted by the following vote on _____, 2020.

AYES:

NOES:

ABSENT:

ABSTAINED:

Chair of the Board of Directors

Attest:

Secretary of the Board of Directors

COUNTY OF CALAVERAS
Recommended Budget Attestation
Fiscal Year 2020-21

2203- Calaveras Consolidated Fire Protection District

2230- Jenny Lind Fire Protection District

2202- Foothill Fire Protection District

2204- Calaveras Consolidated Fire Protection District Equipment Fund

☐ Recommended Budget same as adopted Fiscal Year 2019-20 Final Budget
(excluding fixed assets and new permanent employee positions)

☐ Recommended Budget as approved for Fiscal Year 2020-21
(new compilation by District Directors)

Pursuant to Section 13890 of the Health and Safety Code, the 20-21 Recommended Budget as approved by the directors of the Calaveras Consolidated Fire Protection District, Jenny Lind Fire Protection District, Foothill Fire Protection District and Calaveras Consolidated Fire Protection District Equipment Fund is submitted to the Calaveras County Auditor-Controller herewith:

Respectfully,

Fire Protection District Directors

The Recommended Budget Fiscal Year 20-21 was approved by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Submitted By: _____

Date: _____

Recommended
Fiscal Year 2020-21

Detail by Revenue Category and Expenditure Object	2017-18 Actuals	2018-19		2019-20 Adopted Final Budget	Foothill Fire Protection Dist. 2020-21 Recommended by the District Board
		Actuals <input checked="" type="checkbox"/>	Estimates <input type="checkbox"/>		
1	2	3		4	5
Taxes					
4010 Current Secured Taxes	190,826	204,332.71		209,016	0
4013 SB2557 Reduction	-3,966	-4,027.07		-4,027	0
4015 Unitary Taxes	2,882	3,004.41		3,004	0
4017 Suppl Current Secured Taxes	1,566	3,445.61		1,448	0
4020 Current Unsecured Taxes	2,673	2,632.67		3,925	0
4027 Suppl Current Unsecured Taxes	35	163.71		71	0
4040 Prior Unsecured Taxes	108	71.97		99	0
Taxes	194,126	209,624		213,536	0
Rev from Use of Money/Property					
4300 Interest	991	1,395.38		0	0
Rev from Use of Money/Property	991	1,395		0	0
Intergovernmental Revenue - St					
4455 State Grants	0	0.00		0	0
4463 State Homeowners Prop Tax Rel	2,236	2,187.14		2,444	0
4580 State Other Aid	0	0.00		0	0
Intergovernmental Revenue - St	2,236	2,187		2,444	0
Charges for Services					
4648 Exaction Fees	17,577	297.00		0	0
Charges for Services	17,577	297		0	0
Total Revenue	214,931	213,503		215,980	0
Services and Supplies					
5157 Premiums - Wkrs' Comp Insur	0	0.00		0	0
Services and Supplies	0	0		0	0
Operating transfers out					
5730 Operating Transfers Out	201,666	213,014.43		207,596	0
Operating transfers out	201,666	213,014		207,596	0
Total ExpendITURES/Approp	201,666	213,014		207,596	0
NET COST	-13,265	-489		-8,384	0

Recommended
Fiscal Year 2020-21

Detail by Revenue Category and Expenditure Object	2017-18 Actuals	2018-19		2019-20 Adopted Final Budget	CALCO-FHJLJPA 2020-21 Recommended by the District Board
		Actuals <input checked="" type="checkbox"/>	Estimates <input type="checkbox"/>		
1	2	3	4	5	
Taxes					
4072 Transient Occupancy Taxes	18,099	28,312.58	16,743	0	
Taxes	18,099	28,312	16,743	0	
Rev from Use of Money/Property					
4300 Interest	1,083	1,155.37	0	0	
Rev from Use of Money/Property	1,083	1,155	0	0	
Intergovernmental Revenue - St					
4456 State Grants - Other	0	0.00	0	0	
4472 State Aid for Public Safety	21,256	23,874.05	19,111	0	
4542 State Firefighter Reimb	513,960	617,289.68	50,000	0	
Intergovernmental Revenue - St	535,216	641,163	69,111	0	
Charges for Services					
4648 Exaction Fees	0	63,441.89	0	0	
4702 Other Sales - Assessor Maps	0	0.00	0	0	
Charges for Services	0	63,441	0	0	
Miscellaneous Revenue					
4707 Gifts/Donations	684	276.00	0	0	
4708 Refund - Miscellaneous	1,314	200.00	0	0	
4712 Other Revenue	0	7,150.74	0	0	
4713 Miscellaneous Revenue	27,233	45,709.14	27,884	0	
4724 Other Miscellaneous Revenue	454	4,695.74	0	0	
Miscellaneous Revenue	29,686	58,031	27,884	0	
Other Financing Sources					
4751 County Reimbursement	0	0.00	0	0	
4800 Sale of Surplus Property	0	0.00	0	0	
Other Financing Sources	0	0	0	0	
Operating transfers in					
4728 Operating Trfs - Interfund	677,140	686,706.67	667,846	0	
4742 Operating Trfs In - Cap Proj	0	67,918.80	67,920	0	
Operating transfers in	677,140	754,625	735,766	0	
Total Revenue	1,261,227	1,546,730	849,504	0	
Salaries and Employee Benefits					
5001 Salaries/Wages - Permanent	760,656	853,298.13	300,000	0	
Salaries and Employee Benefits	760,656	853,298	300,000	0	
Services and Supplies					
5151 Insurance	0	0.00	0	0	
5241 Office Expense	303,631	352,861.48	200,000	0	
5244 Office Expense - Forms/Print	1,000	0.00	0	0	
5403 Bank Charges	0	0.00	0	0	
5422 Training	0	0.00	0	0	
5480 Gas and Oil Expense	386	0.00	0	0	
Services and Supplies	305,018	352,861	200,000	0	
Other Charges					

Recommended
Fiscal Year 2020-21

Detail by Revenue Category and Expenditure Object	2017-18 Actuals	2018-19		22030010 2019-20 Adopted Final Budget	CALCO-FHJLJPA 2020-21 Recommended by the District Board
		Actuals <input checked="" type="checkbox"/>	Estimates <input type="checkbox"/>		
1	2	3		4	5
5627 LAFCO Assessment	774	400.75		401	0
Other Charges	774	400		401	0
Capital Assets					
5701 Capital Equipment	67,918	103,449.72		67,920	0
Capital Assets	67,918	103,449		67,920	0
Total ExpendITURES/Approp	1,134,367	1,310,010		568,321	0
NET COST	-126,859	-236,720		-281,183	0

Recommended
Fiscal Year 2020-21

Detail by Revenue Category and Expenditure Object	2017-18 Actuals	2018-19 Actuals <input checked="" type="checkbox"/> Estimates <input type="checkbox"/>		22040010 2019-20 Adopted Final Budget	Calaveras Consolidated Fire 2020-21 Recommended by the District Board
1	2	3		4	5
Rev from Use of Money/Property					
4300 Interest	3,219	4,928.30		0	0
Rev from Use of Money/Property	3,219	4,928		0	0
Intergovernmental Revenue - St					
4456 State Grants - Other	0	0.00		0	0
4543 State District Equipment Reimb	0	0.00		0	0
Intergovernmental Revenue - St	0	0		0	0
Other Financing Sources					
4800 Sale of Surplus Property	0	0.00		0	0
Other Financing Sources	0	0		0	0
Intergovernmental Rev					
4799 Contr from Other Govts	0	0.00		0	0
Intergovernmental Rev	0	0		0	0
Total Revenue	3,219	4,928		0	0
Operating transfers out					
5730 Operating Transfers Out	67,919	67,918.80		67,920	0
Operating transfers out	67,919	67,918		67,920	0
Total ExpendITURES/Approp	67,919	67,918		67,920	0
NET COST	64,700	62,990		67,920	0

Recommended
Fiscal Year 2020-21

Detail by Revenue Category and Expenditure Object	2017-18 Actuals	2018-19		22300010 2019-20 Adopted Final Budget	Jenny Lind Fire 2020-21 Recommended by the District Board
		Actuals <input checked="" type="checkbox"/>	Estimates <input type="checkbox"/>		
1	2	3		4	5
Taxes					
4010 Current Secured Taxes	411,986	454,388.58		464,809	0
4013 SB2557 Reduction	-8,537	-8,927.99		-8,928	0
4015 Unitary Taxes	5,013	5,253.45		5,254	0
4017 Suppl Current Secured Taxes	3,382	7,729.41		3,220	0
4020 Current Unsecured Taxes	5,771	5,854.54		8,728	0
4027 Suppl Current Unsecured Taxes	77	364.06		158	0
4040 Prior Unsecured Taxes	229	155.39		215	0
Taxes	417,921	464,817		473,456	0
Rev from Use of Money/Property					
4300 Interest	3,193	5,385.58		0	0
Rev from Use of Money/Property	3,193	5,385		0	0
Intergovernmental Revenue - St					
4455 State Grants	0	0.00		0	0
4463 State Homeowners Prop Tax Rel	4,829	4,863.76		5,434	0
4580 State Other Aid	0	0.00		0	0
Intergovernmental Revenue - St	4,829	4,863		5,434	0
Charges for Services					
4648 Exaction Fees	10,395	297.00		0	0
Charges for Services	10,395	297		0	0
Total Revenue	436,339	475,363		478,890	0
Operating transfers out					
5730 Operating Transfers Out	407,555	473,692.24		460,250	0
Operating transfers out	407,555	473,692		460,250	0
Total ExpendITURES/Approp	407,555	473,692		460,250	0
NET COST	-28,784	-1,671		-18,640	0