



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

Regular Meeting Agenda
Monday September 24, 2018 7:00 PM

- 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, Pat Garrahan, Keith Hafley, Sam Harris, Ken Glissman, Chris Allen, Pat Brown, Marcus Omlin and Tim Runion

Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 4. BADGE PINNING CEREMONY**
- 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 Boar of Directors cannot make decisions on matters not on the agenda. Ralph M Brown Act Gov. (Code, § 54954.2(a).)
- 6. CONSENT CALENDAR:** The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar.
 - A. Approval of Draft Minutes: September 4, 2018 Special Board Meeting
 - B. Approval of Transmittal dated 9/24/18
 - OH152160 \$10,847.86 Regular Bills
 - OH152161 \$10,919.92 Calcard plus tax if needed

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.

7. FINANCE BUSINESS

- A. Supplemental Transmittals

8. FIRE CHIEF'S REPORT

9. COMMITTEE REPORTS

- A. Finance Committee
- B. Personnel Committee

10. CORRESPONDENCE:

11. 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 – Vehicle Replacement Plan

12. NEW BUSINESS:

- A. Discussion/Action – Conflict of Interest Resolution 09242018A
- B. Discussion/Action – Grant Writer for AFG Grant
- C. Discussion/Action – Fire Recovery Resolution 09242018B
- D. Discussion/Action – VFA Resolution 09242018C
- E. Discussion/Action – 2018/19 Final Budget Attestation

13. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

14. ADJOURNMENT:

Next meeting scheduled for October 22, 2018



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

Special Meeting Draft Minutes
Tuesday September 4, 2018 7:00 PM

- 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, Chris Allen, and Pat Brown

Board Member Absent: Kim Olson, Pat Garrahan, Tim Runion and Marcus Omlin

Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC COMMENT:** Suzanne Butler gave an update from the support team. They purchased turn outs in the amount of \$1600 ice chests and map program of around \$2000 dollars. National Night out was a great success. Since May the support team has spent \$4500.
- 5. CONSENT CALENDAR:** Motion made by Pat Brown 2nd by Ken Glissman to approve the consent calendar Vote 5 Yes 4 Absent
 - A. Approval of Draft Minutes: July 23, 2018 Regular Board Meeting
 - B. Approval of Transmittal dated 8/27/18
 - OH151801 \$20,745.20 Regular Bills
 - OH151802 \$7,350.46 Calcard plus tax if needed
- 6. FINANCE BUSINESS**
 - A. Supplemental Transmittals- Amador County bill of \$600 for SCBA's and batch OH151913 in the amount of \$7659.09. Motion by Ken Glissman 2nd by Chris Allen to approve the supplemental transmittals Vote 5 Yes 4 Absent

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.

**MOTION WAS MADE TO TABLE THE REST OF THE AGENDA BY KEN GLISSMAN
2nd BY CHRIS ALLEN VOTES 5 YES 4 ABSENT**

7. FIRE CHIEF'S REPORT - Tabled

8. COMMITTEE REPORTS - Tabled

- A. Finance Committee
- B. Personnel Committee

9. CORRESPONDENCE: - Tabled

10. UNFINISHED BUSINESS: Tabled 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 – Vehicle Replacement Plan

11. NEW BUSINESS: Tabled

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS - Tabled

13. ADJOURNMENT: Motion to adjourn by Pat Brown, 2nd by Ken Glissman Votes 5 Yes 4 Absent.

Next meeting scheduled for September 24, 2018

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 9/24/2018

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
				OH152160		
				REGULAR BILLS		
				\$ 10,847.86	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

PATRICK GARRAHAN

KIM OLSON

KEN GLISSMAN

KEITH HAFLEY

SAM HARRIS

PAT BROWN

TIM RUNION

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: **OH152160**

Enter Date: 09/19/2018 Batch Status: BE User Total: 10,847.86

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: 09/20/2018
 Report: Batch Proof (Auditor) Time: 20:26:52

Inv Amt	865.54	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	08/28/2018	Invoice #: 2203082818	CUST# 1068745	Secondary Ref:	PO#:	
Vendor:	0041084	OREILLY AUTOMOTIVE STO	PO BOX 9464	SPRINGFIELD	MO	65801-9464
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	885.40	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	08/31/2018	Invoice #: 4180867	CUST# 329033	Secondary Ref:	PO#:	
Vendor:	W010644	TIREHUB LLC	29778 NETWORK PLACE	CHICAGO	IL	60673-1297
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	1,607.76	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	09/06/2018	Invoice #: 4604291	CUST# 329033	Secondary Ref:	PO#:	
Vendor:	W010644	TIREHUB LLC	29778 NETWORK PLACE	CHICAGO	IL	60673-1297
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	89.35	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	08/31/2018	Invoice #: 874647	CUST# 95252JFD	Secondary Ref:	PO#:	
Vendor:	0002103	LIFE ASSIST INC	11277 SUNRISE PARK DR	RANCHO CORDOVA	CA	95742
Division Code:	SPD2	Check Stock:	AP	Tax Code:	REFUND	FY RETURN
					<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	650.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	08/11/2018	Invoice #: 2203081118	LIC# 1034294	Secondary Ref:	PO#:	
Vendor:	W010010	LOKEY, RICHARD	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"/>

AP Entry Batch Proof

Batch ID: **OH152160**

<i>Inv Amt</i> 413.12	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 08/11/2018	<i>Invoice #:</i> 2203081118A	LIC# 1274927	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> W010010 LOKEY, RICHARD	PO BOX 1157	ALTAVILLE CA 95221		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 450.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 09/04/2018	<i>Invoice #:</i> 2203090418	ACCT# 01-0004261	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0041799 VALLEY SPRINGS SPORTS	145 MANGILI ROAD	VALLEY SPRINGS CA 95252		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 1,800.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 09/06/2018	<i>Invoice #:</i> 359	CALAVERAS CONSOLIDATED FIRE	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0040520 CRABTREE CONSULTING SP	245 LAGUNA SPRINGS DR STE 200	ELK GROVE CA 95758		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 585.64	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 09/10/2018	<i>Invoice #:</i> 900979	ACCT# 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0038243 HUNT AND SONS INC	PO BOX 277670	SACRAMENTO CA 95827		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 551.58	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 09/05/2018	<i>Invoice #:</i> 895686	ACCT# 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0038243 HUNT AND SONS INC	PO BOX 277670	SACRAMENTO CA 95827		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 704.56	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 09/12/2018	<i>Invoice #:</i> 905347	ACCT# 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0038243 HUNT AND SONS INC	PO BOX 277670	SACRAMENTO CA 95827		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 1,000.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 08/31/2018	<i>Invoice #:</i> 2203083118	AUG 2018 INV	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0041402 BERISTIANOS, ROSEMARIE	3573 BERKESEY LANE	VALLEY SPRINGS CA 95252		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

AP Entry Batch Proof

Batch ID: **OH152160**

<i>Inv Amt</i>	652.13	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i>	<input type="text" value="09/18/2018"/>	<i>Invoice #:</i> 2203091818	LIC# 1246826	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i>	W010010	LOKEY, RICHARD	PO BOX 1157	ALTAVILLE	CA	95221
<i>Division Code:</i>	SPD2	<i>Check Stock:</i>	AP	<i>Tax Code:</i>		
					<input type="text" value=""/>	<input type="text" value=""/>
<i>Inv Amt</i>	592.78	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i>	<input type="text" value="09/18/2018"/>	<i>Invoice #:</i> 907503	ACCT# 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i>	0038243	HUNT AND SONS INC	PO BOX 277670	SACRAMENTO	CA	95827
<i>Division Code:</i>	SPD2	<i>Check Stock:</i>	AP	<i>Tax Code:</i>		
					<input type="text" value=""/>	<input type="text" value=""/>
<i>System Messages:</i>					Total	10,847.86

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 9/24/2018

MAIL ALL CHECKS

Contact: ROSE BERISTIANOS
Cell Phone: 482-3754

22030010
PO BOX 579
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 OH151802		
				CAL CARD		
\$ 10,927.26 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

PATRICK GARRAHAN
KIM OLSON
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
PAT BROWN
TIM RUNION
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: **OH152161**

Enter Date: 09/19/2018 Batch Status: BE User Total: 10,919.92

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: 09/20/2018
Report: Batch Proof (Auditor) Time: 20:11:15

Inv Amt	10,927.26	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>09/17/2018</u>	Invoice #: 2203091718	CALCO 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
					<input type="checkbox"/>	<input type="checkbox"/>
						RETURN
						<input type="checkbox"/> RD

System Messages: Total **10,927.26**

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT, COUNTY OF CALAVERAS

STATE OF CALIFORNIA

SEPTEMBER 24, 2018

RESOLUTION NO. 09242018

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE AND APPENDIX OF DESIGNATED POSITIONS

WHEREAS, pursuant to the provisions of the Political Reform Act (Gov. Code 8100, *et seq.*), Calaveras Consolidated Fire Protection is required to adopt a Conflict of Interest Code and Appendix of designated positions; and

WHEREAS, biennial review of the Appendix to the Conflict of Interest Code is required by state law and changes to the designated positions and disclosure categories and thereafter adopt necessary amendments.

NOW, THEREFORE, BE IT RESOLVED that the Conflict of Interest Code and list of designated positions and disclosure categories as set forth in the Appendix to the Conflict of Interest Code attached hereto is hereby adopted.

ON A MOTION by Director _____, seconded by Director _____, the foregoing Resolution was duly passed and adopted by Calaveras Consolidated Fire Protection District of the County of Calaveras, State of California this 27th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Chair

ATTEST:

Secretary

CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 8100, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practice Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of Calaveras Consolidated Fire Protection District.

Individuals holding designated positions shall file their statements of economic interest with Calaveras Consolidated Fire Protection District's Administrative Assistant, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by Calaveras Consolidated Fire Protection District.

CONFLICT-OF-INTEREST CODE
APPENDIX A-DESIGNATED POSITIONS

Designated Positions

Disclosure Category

Members of the Board of Directors	1, 2
Consultants*	*

*Consultants shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The President may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The President’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Gov. Code Section 81008).

CONFLICT-OF-INTEREST CODE
APPENDIX B-DISCLOSURE CATEGORIES

Disclosure Category 1

Designated positions assigned to this category shall report:

Interest in real property located within or not more than 2 miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the District.

Disclosure Category 2

Designated positions assigned to this category shall report:

Investments and business positions in business entities, and sources of income, including loans, gifts, and travel payments, from sources of the type that provide services, supplies, materials, machinery, or equipment to the District. Such sources include but are not limited to architects, engineering and construction firms.

State Controller Schedules
County Budget Act
January 2010 Edition, revision #1

	Schedule 15 Jenny Lind 22300010	Schedule 15 Foothill 22020010	Schedule 15 Calco 22030010	Schedule 15 Equipment Fund 22040010
Detail by Revenue Category and Expenditure Object	2017-18 Adopted Final Budget	2017-18 Adopted Final Budget	2017-18 Adopted Final Budget	2017-18 Adopted Final Budget
(1)	(5)	(5)	(5)	(5)
4010 Current Secured Taxes	448,136	201,518		
4013 SB2557 Reduction	(8,737)	(3,941)		
4015 Unitary Taxes	5,254	3,004		
4017 Suppl Current Secured Taxes	3,112	1,399		
4020 Current Unsecured Taxes	6,763	3,041		
4027 Suppl Current Unsecured Taxes	113	51		
4040 Prior Unsecured Taxes	240	110		
4072 Transient Occupancy Taxes			16,743	
Taxes	454,881	205,182	16,743	-
4300 Interest	-	-	-	-
Rev from Use of Money/Property	-	-	-	-
4456 State Grants - Other	-	-		-
4463 State Homeowners Prop Tax Re	5,369	2,414		
4472 State Aid for Public Safety			19,111	
4542 State Firefighter Reimb			50,000	
4580 State Other Aid	-	-	-	-
Intergovernmental Revenue - St	5,369	2,414	69,111	-
4648 Exaction Fees	-	-	-	-
Charges for Services	-	-	-	-
4707 Gifts/Donations			-	
4708 Refund - Misc			-	
4713 Misc Revenue			27,884	
4724 Other Misc Revenue			-	
Miscellaneous Revenue			27,884	
4728 Operating Trfs - Interfund			667,846	
4742 Operating Trfs In - Cap Project			67,920	
Operating Transfers In			735,766	
Total Revenue	460,250	207,596	849,504	-
5001 Salaries/Wages Perm			300,000	
Salaries and Employee Benefits			300,000	
5241 Office Expense			200,000	
Services and Supplies			200,000	
5627 LAFCO			401	
Other Charges			401	
5701 Capital Equipment			67,920	
Capital Assets			67,920	
5730 Operating Transfers Out	460,250	207,596		67,920
Operating transfers out	460,250	207,596	-	67,920
Total Expenses	460,250	207,596	568,321	67,920
NET COST	-	-	281,183	(67,920)

**COUNTY OF CALAVERAS
Final Budget Attestation**

Fiscal Year 2018-19

2230 - JENNY LIND FIRE PROTECTION DISTRICT

Fund Equity from 6/30/18 General Ledger Summary	<u>\$ 346,575.87</u>
Minus: 3040 Reserve - General	-
3046 Reserve for Buildings	<u>-</u>
Fund Equity Available for Budgeting	<u>\$ 346,575.87</u>
Plus: Estimated Revenue	<u>460250</u>
Minus: Appropriations	<u>460250</u>
Variance	<u><u>\$ 346,575.87</u></u>
<input type="checkbox"/> Increase Reserve	<input type="checkbox"/> Decrease Reserve

2202 - FOOTHILL FIRE PROTECTION DISTRICT

Fund Equity from 6/30/18 General Ledger Summary	<u>\$ 98,167.09</u>
Minus: 3040 Reserve - General	<u>-</u>
Fund Equity Available for Budgeting	<u>\$ 98,167.09</u>
Plus: Estimated Revenue	<u>207596</u>
Minus: Appropriations	<u>207596</u>
Variance	<u><u>\$ 98,167.09</u></u>
<input type="checkbox"/> Increase Reserve	<input type="checkbox"/> Decrease Reserve

2203 - FOOTHILL/JENNY LINDE JPA

Fund Equity from 6/30/18 General Ledger Summary	<u>\$ 259,949.73</u>
Minus: 3040 Reserve - General	<u>(177,690.34)</u>
Fund Equity Available for Budgeting	<u>\$ 82,259.39</u>
Plus: Estimated Revenue	<u>849504</u>
Minus: Appropriations	<u>568321</u>
Variance	<u><u>\$ 363,442.39</u></u>
<input type="checkbox"/> Increase Reserve	<input type="checkbox"/> Decrease Reserve

2204 - CALVERAS CONSOLIDATED FIRE PROTECTION DISTRICT

Fund Equity from 6/30/18 General Ledger Summary	<u>\$280,781.54</u>
Minus: 3040 Reserve - General	<u>-</u>
Fund Equity Available for Budgeting	<u>\$280,781.54</u>
Plus: Estimated Revenue	<u>0</u>
Minus: Appropriations	<u>67920</u>
Variance	<u><u>\$212,861.54</u></u>
<input type="checkbox"/> Increase Reserve	<input type="checkbox"/> Decrease Reserve

Pursuant to section 13890 of the Health and Safety Code, the 2018-19 Final Budget as approved by the directors of the Jenny Lind (2230), Foothill Fire (2202), Calaveras Consolidated (2203), Calaveras Consolidated Equip Fund (2204) Fire Protection District is submitted to the Calaveras County Auditor Controller herewith:

Respectfully,

Calaveras Consolidated Fire Protection District Directors

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AYES:

NOES:

ABSTAIN:

ABSENT:

Submitted By: _____

Date: _____

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2018 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Calaveras Consolidated Fire Protection District**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the “List of Company Services” attached hereto as Schedule “A” and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company’s sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers’ Compensation: Company agrees to provide workers’ compensation insurance for Company and Company’s employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company’s employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

**ARTICLE 5
COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the “List of Company Services,” attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

**ARTICLE 6
OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company’s duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client’s jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

Calaveras Consolidated FPD
6501 Jenny Lind Road
Valley Springs, CA 95252
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede

any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Calaveras Consolidated Fire Protection District

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80% (eighty-percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$487.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$554.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$677.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,461.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$448.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$448 per hour.

Truck billed at \$560 per hour.
Miscellaneous equipment billed at \$336.

HAZMAT

Level 1 - \$784.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,800.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,608.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$448 per hour.
Truck billed at \$560 per hour.
Miscellaneous equipment billed at \$336.

FIRE INVESTIGATION

Fire Investigation Team - \$308.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$448.00 per hour, per engine / \$560.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$448.00 per hour, per engine / \$560.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$448 plus \$56 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire

department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$896 plus \$56 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,240 plus \$56 per hour per rescue person, plus \$112 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$448 for the first response vehicle plus \$56 per rescue person. Additional rates of \$448 per hour per response vehicle and \$56 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$280 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$448 per hour.

Truck billed at \$560 per hour.

Miscellaneous equipment billed at \$336.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the

actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**BEFORE THE BOARD OF DIRECTORS OF THE
CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
COUNTY OF CALAVERAS STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 09242018C

Approving the Department of Forestry and Fire Protection Agreement #18015 for services from the date of last signatory on page 6 of the Agreement to June 30, 2019 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Calaveras Consolidated Fire Protection District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2018-19 up to and no more than the amount of \$4883.68

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

The foregoing resolution was duly passed and adopted by the Board of Directors of the Calaveras Consolidated Fire Protection District, at a regular meeting thereof, held on the 24th day of September, 2018 by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I _____, Clerk of the Calaveras Consolidated Fire Protection District, County of Calaveras, California do hereby certify that this is a true and correct copy of the original Resolution number 09242018C

WITNESS MY HAND OR THE SEAL OF THE Calaveras Consolidated Fire Protection District, on this 24th day of September, 2018.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency