



Beckwourth Fire District

Phone: Station 1 (530) 832-1008

Fax: (530) 832-5828

E-mail: bfpd@beckwourthfire.com

Web: www.beckwourthfire.com

180 Main St. Beckwourth, CA 96129

AGENDA

FOR THE BOARD MEETING OF THE **BECKWOURTH FIRE DISTRICT**
TO BE HELD ON **Wednesday September 21, 2022, at 6:30 PM** AT THE BECKWOURTH FIRE HALL
LOCATED AT 180 MAIN STREET, BECKWOURTH, CA

COUNCIL MEMBERS ATTENDING VIA TELECONFERENCE AS PERMITTED BY CALIFORNIA LAW.

BOARD MEMBERS: Larry Smith, Daniel Greenwood, Alyson Ceresola, Gay Miller, and Tyler McGarr

The Board reserves the right to address items out of order as they are listed on the Agenda.

The Board of Directors meeting is accessible to the public via Zoom at:

<https://us02web.zoom.us/j/86818170713?pwd=K083VUMyaTJhSjl6bVNQWmU2RXpIdz09> or by telephone at: Phone Number 1-408-638-0968; Meeting ID: 868 1817 0713 Passcode: 855003

1. Call Meeting to Order
 - A. Roll Call
 - B. The Pledge of Allegiance
 - C. Opening remarks
2. **PUBLIC COMMENT:** Members of the public are invited to address the District on any matter of interest to the public that is not on the agenda for a period of time not to exceed 5 minutes. Pursuant to the Brown Act, the District cannot discuss or take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting.
3. **CONSENT AGENDA:** These items are expected to be routine and non-controversial. The Board of Directors will act upon them at one time without discussion. Any board members, staff member or interested party may request that an item be removed from the consent agenda for discussion.
 - A. Approval of Minutes for the Board Meetings held on June 1, 2022 & August 17, 2022
 - B. Approval of Account Revenues, Expenditures, and Balance Sheet for the Month of August 2022
4. **DEPARTMENT STAFF REPORTS:** Updates from the Fire Chief, Secretary, Duty Officers, Safety Committee, Equipment Committee, Training Committee, Auxiliary team and others as necessary. Topics include a report on calls for service, update on department status including training, personnel, and equipment. Report on safety issues and any further updates to keep the board informed on Department activities and any administrative updates for the Board as necessary.

CHIEF'S REPORT:

SECRETARY'S REPORT:

DEPARTMENT STAFF REPORT:

5. **DIRECTORS REPORTS:** Reports from Directors on meetings or seminars attended.

ISO Class 4/6

"The Beckwourth Fire District is committed to the protection of life and property, using as our model, safety, teamwork, continued education and training."



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6. **Discussion and Possible Action:** Resolution 22-004 – Cal-Fire Grant Approval – Board to review/approve the agreement and resolution
7. **Discussion and Possible Action:** Administrative Policies and Procedures review and signature of resolution 2008-06
8. **Update of:** LESSG Consolidation Project.
9. **Update of:** Portola City Council Liaison monthly report.
10. **Update of:** Report on Coronavirus/Policies and Procedures.
11. **Update of:** Report on water use from Grizzly Ranch.
12. **OLD BUSINESS:**
13. **NEW BUSINESS:** NEXT MEETING DATE: **Wednesday October 19, 2022, at 6:30 p.m.**

Note: Public is welcome to pick up a complete board meeting package for review before the meeting. The package will be available at Station 1, 180 Main St., Beckwourth on the Monday thru Wednesday before the scheduled meeting between the hours of 10:00 a.m. to 2:00 p.m. This information is also available at the BFD's website, www.beckwourthfire.com. In compliance with the American Disabilities Act (ADA), the district will make every reasonable attempt to accommodate any attendee or participant at this meeting needing special assistance beyond what is normally provided. Please contact Beckwourth Fire District at 530-832-1008 at least 48 hours prior to this meeting to inform us of your particular needs. Beckwourth Fire District will determine if your particular needs can be accommodated. Individuals with impaired hearing and/or speech impediments may dial 1-800-806-1191 to reach the Commission.

Minutes for June 1, 2022

Beckwourth Fire District

1. **Board members may attend this meeting via teleconference as permitted by California Law. Members of the public were able to join the meeting via Zoom live streaming or in person. Board Meeting called to order at 6:30 PM by Daniel Smith.**
2. **Roll Call: Board Members:** Daniel Smith – here, Gay Miller – here, Daniel Greenwood – here, Alyson Ceresola - here. **Board Secretary:** Mercadez Flewell – here, **Fire Chief:** Bret Russell - here, Deputy Chief: Kenny Osborn - here, **Safety Officer:** Absent, **Division Chief:** Absent, **BFD members:** Floyd Meyers, Bruce Lackenbauer, **Public:** Pat Morton, Tom Cooley, John Reynolds
3. **The Pledge of Allegiance:** Recited by all.
4. **Opening remarks.** Daniel Smith thanked all the board members for their time as well as the staff and volunteers for everything they do. He also Thanked John Reynolds for all the work he has done on Firewise programs and thanked Pat Morton for being there from Portola.
5. **Approval of Minutes** for the Board Meetings held April 20, 2022. There were no corrections that needed to be made, Daniel Greenwood **motioned to approve the minutes** from the prior month, and Gay Miller seconded. Daniel S. – yes, Gay – yes, Daniel G. – yes, Alyson – yes. All in favor, **motion passed without objection.**
6. **Approval of the Account Revenues, Expenditures, and Balance Sheet for months of April and May 2022.** There were no edits or corrections needed. Bret Russell and Mercadez Flewell went over the monthly expense sheet and broke down amounts of what has been spent and where BFD will be receiving reimbursements or funds back from other departments. Gay Miller **motioned to approve the revenues, expenditures, and balance sheet** from the prior month, and Daniel Greenwood seconded. Daniel S. – yes, Gay – yes, Daniel G. – yes, Alyson – yes. All in favor, **motion passed without objection.**
7. **Public Comment:** John Reynolds spoke on behalf of the Firewise program at Grizzly Ranch. He also spoke about the Eastern Plumas Fire Prevention grant. This grant is a 5.7 Million Dollar grant that covers a huge portion of the eastern side of the county.

Bruce Lackenbauer thanked all board members and volunteer firefighters for their time and service to Beckwourth Fire District.
8. **Consent Agenda: None**
9. **Chief's Report:** Bret Russell reported that there were 8 calls in the Beckwourth Division and 28 calls in the Portola Division. He thanked all Volunteers for their time and dedication to the department. Kenny Osburn has gotten all of BFD's volunteers ready for this upcoming fire season with the proper classes and recerts. BFD had a guest speaker come and discuss about carpentry of buildings and how to fight them. The Gravel Grinder Event will be taking place on June 4th, Chief Russell, Deputy Chief Osburn and Captain Lackenbauer have all patrolled the route and Chief Osburn began the IAP Set-up. June 5th the Beckwourth Fire District will be hosting a pancake breakfast. Two Firefighters as well as two Fire Cadets graduated from the 18th Annual Quincy Fire academy. With the cadets being trained they will now be responding on calls to observe and learn more. Water Tender 9431 that is on lien from the Forest Service has been repainted, the contract that BFD has with the forest service stated it needed to be done within one year.

Bret Russell expressed his concerns regarding the Sugar Fire last year. BFD is still waiting to receive funds and some firefighters have not been paid yet. Bret asked the board if we could pay them, and once the funds come in out it back into the strike team reserve. Gay **motioned to approved to pay the firefighters for the Sugar Fire** and Alyson Ceresola seconded. Daniel S. – yes, Gay – yes, Daniel G. – yes, Alyson – yes. All in favor, **motion passed without objection.**
10. **Secretary's Report:** Mercadez Flewell reported that there is a public notice to all Intermountain Disposal receipts that do not live in an incorporated city, there may be an 8.91% increase on waste management fees. They will be holding a meeting on July 5th, 2022, at the Supervisors Board Room in Plumas County Courthouse. Daniel Smith asked Mercadez to bring back a report regarding this at the next meeting on July 20th.
11. **Discussion and Possible Action:** Review board appointments and new vacancy, post for a interim appointment. – Daniel Smith explained how and why Dick Spencer is no longer on the board. Unfortunately, with Dick not being a registered voter for the Beckwourth District, he can not be on the board. Daniel Smith resigned from the board due to family reasons. He

expressed the joy and gratitude he has had being apart of this organization and it is with a heavy heart he has to step down and leave. He expressed that he will be around until July 1st to finish tying up a few things. He stated that at any time after he is gone, if any member from Beckwourth Fire District needs anything or has any questions not to hesitate to ask. Mercadez will be posting the board vacancies and leaving them open until July in hopes of getting letters of interests.

12. **Discussion and Possible Action:** Adopt Final Proposed Budget for 2022-2023: Review any amendments since last months original draft budget – Bret Russell, Mercadez Flewell, and Daniel Smith Spoke regarding amendment's that were made to the budget. Mercadez answered all of Alyson Ceresola's questions from the previous meeting. Alyson Ceresola **motioned to approve Final Proposed Budget for 2022-2023**, Gay Miller seconded. Daniel Smith – yes, Gay Miller – here, Daniel Greenwood – yes, Alyson Ceresola – yes. All in favor, **motion passed without objection.**
13. **Update of:** LESSG Consolidation Project. – Daniel Smith and Public Tom Cooley briefly explained the consolidation's progress to date. The committee is getting close to the end of the evaluation. The LAFCO process has requirements for a consolidation or formation of a new district which is what we have been working on. All the departments that are involved in the formation have been regularly active in the process and have worked closely with LAFCo and our consultant to ensure that it is all being done correctly. There are many non-emergent calls that the fire departments are paged out to respond to that should go only to the ambulance service., Fire departments are not legally required to respond to these non-emergency calls. All parties involved are working on a better way to address these calls. Over the next six to eight weeks the LESSG committee will continue to meet and refine the evaluation prior to bringing it to the public for review and discussion.
14. **Update of:** Certificate of Defensible Space that Cal-Fire needs. – Daniel Smith explained that this is now something that has to take place for homeowners to sale their place, however it is an optional choice. Bret Russell reached out to a contact for Cal-Fire and has not heard back. He will be reaching out again to try and resolve the issue that has arisen. At this time Beckwourth Fire District does not have personnel qualified to issue or determine if a certificate can be issued for defensible space. Mercadez reached out to the HOA department of Grizzly Ranch and explained the situation. As of now that has been the only area that has had persons reaching out for these certificates.
15. **Update of:** Portola City Council Liaison Monthly Report. – No report
16. **Update of:** Report on Coronavirus/Policies and Procedures. BFD's Policies and Procedures remain the same.
17. **Update of:** Report on water use from Grizzly Ranch. 1500 gallons used for the month of April and zero gallons used for the month of May.
18. **Department Reports:** Reports from the Safety Committee, Equipment Committee, training Committee and others as necessary. - Bruce Lackenbauer asked if Beckwourth Fire District has a contract with the Plumas National Forest Service yet and what the status is of the deviation letter that BFD sent in. Bret Russell reported that at this time the deviation letter has been submitted and BFD is waiting to hear back from the PNFS regarding a contract. Bret will reach out to Aaron Grove to schedule a meeting.
19. **Directors Reports:** None.
20. **Old Business:** None.
21. **New Business:** NEXT BOARD MEETING: Wednesday July 20, 2022.
22. **Adjournment of Meeting:** Daniel S. adjourned meeting @ 20:31

I, MERCADEZ FLEWELL, SECRETARY OF THE BOARD, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID **BOARD MEETING** OF THE BECKWOURTH FIRE DISTRICT HELD ON **June 1, 2022**, ARE CORRECT AS RECORDED.

Mercadez Flewell, Secretary of the Board

BOARD OF DIRECTORS' APPROVAL SIGNATURES: Minutes for June 1, 2022

Gay Miller: _____ Date: _____

Daniel Greenwood: _____ Date: _____

Alyson Ceresola: _____ Date: _____

Minutes for August 17, 2022

Beckwourth Fire District

Board members may attend this meeting via teleconference as permitted by California Law. Members of the public were able to join the meeting via Zoom live streaming or in person.

1. **Call Meeting to Order:** Board Meeting called to order at 6:30 PM by Mercadez Flewell.
 - A. **Roll Call Roll Call:**
Board Members: Larry Smith – here, Daniel Greenwood – here, Alyson Ceresola – here, Gay Miller – here and Tyler McGarr – here. **Board Secretary:** Mercadez Flewell – here, **Fire Chief:** Bret Russell - here, **Deputy Chief:** Kenny Osborn – here(via Zoom), **Safety Officer:** Absent, **Division Chief:** Absent, **BFD members:** Floyd Meyers, Bruce Lackenbauer, Scott Hiatt, Scott Thompson, Ruben Villa, Debbie Hiatt (BFD Auxiliary)
 - B. **The Pledge of Allegiance**
 - C. **Opening remarks:** Mercadez Flewell welcomed the two newest board members to the Beckwourth Fire District Board team. Before the meeting tonight both Larry Smith and Tyler McGarr were given the oath. Welcome aboard guys!

2. **PUBLIC COMMENT:** Members of the public are invited to address the District on any matter of interest to the public that is not on the agenda for a period of time not to exceed 5 minutes. Pursuant to the Brown Act, the District cannot discuss or take any action on items not listed on the posted agenda but may add to a future agenda matter brought up under public comments for appropriate action at a future meeting.

Ashlee Sims provided comment regarding how open Beckwourth Fire District is with the public and thanked them for doing things the right way and being so open.

3. **CONSENT AGENDA:** These items are expected to be routine and non-controversial. The Board of Directors will act upon them at one time without discussion. Any board members, staff member or interested party may request that an item be removed from the consent agenda for discussion.

- A. **Appoint New Board Member/Appointment of Board Members Positions:** Mercadez Flewell introduced all board members and explained that with the previous chairman resigning in June and the unforeseen circumstances that had happened regarding the vice chair that had been nominated in January not actually being on the board, the board will need to nominate a chairman and vice chair tonight. Larry Smith stated he would be interested in the Chairman position, Tyler McGarr nominated Larry Smith and Daniel Greenwood seconded, all in favor, there were no objections. Daniel Greenwood was nominated by Alyson Ceresola for the vice chair position and Tyler McGarr seconded all in favor, there were no objections.
- B. **Approval of Minutes for the Board Meetings held on June 1, 2022:** Mercadez explained that with the circumstances of the board she felt it would be best if we reviewed these minutes with the attorney and brought them back at the next meeting as items will need to be put back on the agenda for discussion and possible action, all board members agreed.
- C. **Approval of Account Revenues, Expenditures, and Balance Sheet for the Month of June and July 2022:** Mercadez explained in detail all the sheets that were provided of the expenses, revenues, and balance sheets. Daniel motioned to approve Revenues, Expenditures, and Balance Sheet for the Month of June and July 2022, and Gay seconded. Roll Call: Larry Smith – yes, Daniel Greenwood – yes, Alyson Ceresola – yes, Gay Miller – yes, Tyler McGarr – yes. All in favor, motioned passed without objection.

4. **DEPARTMENT STAFF REPORTS:** Updates from the Fire Chief, Department Staff, Safety Committee, equipment committee, training committee and others, as necessary. Topics include a report on calls for service, update on department status including training, personnel, and equipment. Report on safety issues and any further updates to keep the board informed on Department activities and any administrative updates for the Board, as necessary.

CHIEF'S REPORT: Chef Russell started his report by thanking Grizzly ranch for their donation as well as the donation from Diamond S Corporation. He then reported that in the month of July BFD ran a total of 32 call, 21 in the Portola Division and 11 in the Beckwourth division, BFD is halfway through the year with a total of 233 calls ran. Chief Russell then went into extreme detail of what Beckwourth Fire District has been doing the last year to fill in the two new board members. Alyson asked the status of working with the hospital for reduced responding on certain calls and Bret let her know that this is still being worked on.

SECRETARY'S REPORT: Mercadez reported that the letter from IMD for rate increase was approved at the Board of Supervisors meeting July 5th, Grizzly CSD provided BFD with the rate review and fee increase for the next few years and DMV is no longer doing mail in records for diver pull records it is all online.

DEPARTMENT STAFF REPORT: NONE.

5. **DIRECTORS REPORTS:** Reports from Directors on meetings or seminars attended - Gay Miller reported that she attended the Grizzly Firewise event Sunday August 7th and was very pleased with the turn out and enjoyed very much that Paul Ithurburn and Ruben Villa were able to attend and go over some wildland fire information.

Larry Smith thanked the fire department for their response to the vista fire. He was very appreciative of how many people had showed up.

6. **Discussion and Possible Action:** Military Grade Generators: List for sale or discuss other options for generators – Kenny Osburn explained how BFD was able to acquire these generators, Captain Fatheree is on an email list for government surplus items. Kenny explained that when these were picked up, they were provided to BFD completely dry which means that there was no gas or batteries included. Both Bret and Kenny believe it would be beneficial to get at least one up and running to see how loud these are and if they can be ran in our area during a power outage or if the noise will be too much for a community. Larry Smith explained the generators that Grizzly CSD has, work really well. He believes it could be useful to get one setup and see how it runs. Daniel, Tyler, and Alyson all asked what the price would be to get one up and running, Kenny Projected about \$1,000.00 dollars. Larry **motioned to approve a maximum of \$1,000 dollars for getting one generator up and running**, Daniel Seconded. Roll Call: Larry Smith – yes, Daniel Greenwood – yes, Alyson Ceresola – yes, Gay miller – yes, Tyler McGarr – yes. All in favor, **motioned passed without objection.**
7. **Discussion and Possible Action:** Review use of new web program called brownactmeeting.com for all board agendas, minutes, and public records requests. - Mercadez briefly explained the program and the benefits it could offer the admin position. The board has some concerns with the program since it is still new. Ashlee Sims provided public comment regarding the public records request part of the program and expressed major concerns. After more discussion on the program the board would like to see what the fire department attorney thinks of the program and would also like to hear from the program developer. This item can be brought on a future agenda for further discussion.
8. **Discussion and Possible Action:** Resolution 22-002: Board vote to approve 2022-2023 Unsecured District Special Assessment – Mercadez explained that this is a resolution that is presented every year for the county to add the fire tax to the parcel tax bills that are presented yearly to the owners. This allows the county to collect the fire tax and disperse it back to the fire department as well as includes a \$2.50 charge per parcel for the county doing this. This specific one is for the airport hangers. Larry **motioned to approve Resolution 22-002: Board vote to approve 2022-2023 Unsecured District Special Assessment**, Alyson seconded. Roll Call: Larry Smith – yes, Daniel Greenwood – yes, Alyson Ceresola – yes, Gay miller – yes, Tyler McGarr – yes. All in favor, **motioned passed without objection.**
9. **Discussion and Possible Action:** Resolution 22-003 Board Vote to approve 2022-2023 Secured District Special Assessment - Mercadez explained that this is a resolution that is presented every year for the county to add the fire tax to the parcel tax bills that are presented yearly to the owners. This allows the county to collect the fire tax and disperse it back to the fire department as well as includes a \$2.50 charge per parcel for the county doing this. Mercadez let the board know that she is currently still working with the county to get the correct number of parcels for the secured parcels and is able to adjust the certification at anytime wit the county. The board would like to be notified as soon as the county gets back to Mercadez with the correct number. Daniel **motioned to approve Resolution 22-003 Board Vote to approve 2022-2023 Secured District Special Assessment**, Tyler seconded. Roll Call: Larry Smith – yes, Daniel Greenwood – yes, Alyson Ceresola – yes, Gay miller – yes, Tyler McGarr – yes. All in favor, **motioned passed without objection.**
10. **Discussion and Possible Action:** ADHOC Committee for Local Emergency Services Study Group (LESSG) – Board to review and appoint committee members for the LESSG – Tom Cooley explained that previously Daniel Smith was leading the ADHOC Committee for the Beckwourth Fire District but now that he has resigned it is time for Beckwourth to reappoint a maximum of two persons from the board to have representation for the district. Tom then went to explain what has been going on with the LESSG the last couple on months and it is anticipated to be brought to the public in about 2-3 months and hopefully be on the spring ballot for election. Gay Miller and Larry Smith expressed interest in the being on the ADHOC committee, no other board members expressed interest, and moved forward with Gay and Larry for the ADHOC Committee.
11. **Update of: LESSG Consolidation Project:** Tom Cooley covered update in item number ten.
12. **Update of: Portola City Council Liaison monthly report:** Gay Miller Reported that she attended the Portola Council Meeting August 10th and gave a report on behalf of BFD.
13. **Update of: Report on Coronavirus/Policies and Procedures:** Chief Russell stated that the policies and procedures are the same and nothing has changed.

14. Update of: Report on water use from Grizzly Ranch: Mercadez reported that for the month of June there was 2900 gallons of water used and for the month of July there was 750 gallons of water used.

15. OLD BUSINESS: None

16. NEW BUSINESS: NEXT MEETING DATE: Wednesday September 21, 2022, at 6:30 p.m.

17. Adjournment of Meeting: Mercadez adjourned the meeting at 20:43

I, MERCADEZ FLEWELL, SECRETARY OF THE BOARD, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID **BOARD MEETING** OF THE BECKWOURTH FIRE DISTRICT HELD ON **August 17, 2022**, ARE CORRECT AS RECORDED.

Mercadez Flewell, Secretary of the Board

BOARD OF DIRECTORS' APPROVAL SIGNATURES: Minutes for August 17, 2022

Larry Smith: _____ Date: _____

Daniel Greenwood: _____ Date: _____

Alyson Ceresola: _____ Date: _____

Gay Miller: _____ Date: _____

Tyler McGarr: _____ Date: _____

Beckwourth Fire District
Revenue: Month of August 2022

DATE	Description	AMOUNT	ACCT
8/2/2022	Diamond S Corporation - Donation for Vista Fire	1,000.00	46239
8/2/2022	City of Portola - 1st install fire contract 7/1/22-12/31/22	39,361.97	45071
8/2/2022	City of Portola - Reimbursement of SCBA 5% portion	4,933.50	46251
8/9/2022	Donation from Grizzly Ranch Firewise	2,030.00	46239
8/17/2022	Sierra Nevada Journeys 3rd quarter payment for fire contract	3,642.29	45071
8/24/2022	Sierra County Fire Protection District #1, Pymt for EMR class & Book	200.00	45475
TOTAL		51,167.76	

9/21/2022 LARRY SMITH:

9/21/2022 DANIEL GREENWOOD:

9/21/2022 ALYSON CERESOLA:

9/21/2022 GAY MILLER:

9/21/2022 TYLER MCGARR:

Beckwourth Fire District
Expenditures: Month of August 2022

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DATE	Description	AMOUNT	ACCT
8/10/2022	EDD Taxes pay period 1	137.08	51070
8/10/2022	Federal Taxes pay period 1	1,099.34	51100
8/24/2022	EDD Taxes pay period 2	106.11	51070
8/24/2022	Federal Taxes pay period 2	993.02	51100
8/10/2022	L.N. Curtis&Sons: Captain Badge 9406	128.95	52010
8/24/2022	L.N. Curtis&Sons: X2 Widland jackets	149.81	52011
8/24/2022	L.N. Curtis&Sons: Nomex duty shirt for attama	200.19	52011
8/10/2022	Streamline: Website Fee August 2022	50.00	52020
8/10/2022	Plumas-Sierra Telecommunication August Internet	60.00	52020
8/17/2022	AT&T Main phone line @ Station 1	98.58	52020
8/24/2022	Verizon: Cell Phone 530-816-0525	51.42	52020
8/10/2022	Napa: Supplies for the stations	10.49	52040
8/17/2022	PAH: Propane Torch trigger for the stations	25.73	52040
8/24/2022	Napa: Supplies for the stations	38.47	52040
8/24/2022	PAH: Station 1 spray for doors, LED bulbs	36.65	52040
8/24/2022	NAPA: Chain sharpener for stations	16	52040
8/24/2022	Staples: Self Adhesive letters&Numbers, razor blades	64.28	52040
8/24/2022	GSRMA: Remainder of insurance	34248	52050
8/3/2022	Les Schwab: 9462 hub instal, oil change, u-joint	1618.06	52092
8/17/2022	NAPA: 9424 diesel oil	52.09	52092
8/24/2022	Napa: Supplies for 9372	13.92	52092
8/24/2022	Reimburse Robert Mendoza for parts purchased on 9331 water tender	320.92	52092
8/24/2022	Hunt&Sons: 9453,9477,9461,9462,9331,9431,9400	766.64	52110
8/24/2022	Hunt&Sons: 9450,9452,9461,9424,9372,9331,9400	860.67	52110
8/24/2022	L.N. Curtis&Sons: X6 adapters	201.43	52124
8/3/2022	IMD: July garbage dues	82.02	52130
8/17/2022	Clark Pest Control: 2 month service @ Station 1	92.00	52130
8/24/2022	Truckee Overhead Door: Repair Bay doors @ Station 1 &2	840.00	52130
8/3/2022	Smile Business Products, Inc Maintenance Fee for Sharp Printer	87.78	52180
8/24/2022	US Bank Equipment lease program for sharp printer	83.26	52180
8/24/2022	Eastern Plumas Health Care: Couto R. physical	200.00	52700
8/3/2022	Plumas-Sierra REC Station 1 145.74 Station 2 167.31	313.05	52780
8/3/2022	Beckwourth CSA Sewer dues for August	44.50	52780
8/30/2022	Beckwourth CSA Sewer dues for September	44.50	52780

TOTAL	43,134.96
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Wages: Pay Periods - #3 &4

Attama:	1,511.00
Flewell, K:	232.50
Flewell, M:	1,328.00
Lackenbauer:	914.50
Osburn:	255.00
Russell:	4,205.26
Thmpson, C:	480.00
Villa:	1,050.00

Total Wages	9,976.26
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TOTAL w/ wages	53,111.22
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9/21/2022 LARRY SMITH:

9/21/2022 DANIEL GREENWOOD:

9/21/2022 ALYSON CERESOLA:

9/21/2022 GAY MILLER:

9/21/2022 TYLER MCGARR:

Beckwourth Fire District
July 2022 - September 7, 2022

ASSETS

Cash with Plumas Bank	573,404.44
Petty Cash	100.00
Total ASSETS	573,504.44

LIABILITIES

Use Tax	0.00
Accounts Payable (Short Term Debt)	0.00
Accrued Wages & Benefits	0.00
Warrants Payable	0.00
Total LIABILITIES	0.00

FUND BALANCE

Beginning Balance	564,976.09	
Less - Expenditures	504,895.46	
Add - Revenues	514,446.93	
Ending Cash Balance	574,527.56	
Total Liabilities & Fund Balance	574,527.56	

Submitted By: _____

Date: _____

9/21/2022 LARRY SMITH:

9/21/2022 DANIEL GREENWOOD:

9/21/2022 ALYSON CERESOLA:

9/21/2022 GAY MILLER:

9/21/2022 TYLER MCGARR:

BECKWOURTH FIRE DISTRICT 2022/2023

Monthly Expense Highlights for Board July 1, 2022 - September 7, 2022

		<u>Budgeted</u>	<u>Spent to Date</u>	<u>Balance</u>	<u>% spent</u>
51000 &	Regular Wages	87,210.00	15,329.25	71,880.75	17.58%
	Bret, Ed				
51020	Other Wages	28,560.00	6,522.00		23%
	Ruben, Bruce, Kurt, Gabe & Strike Team Pay				
51070	Unemployment	-	722.40		
51090	Group Insurance	-			
51100	OASDI-FICA/Medicare	14,443.20	5,329.52	9,113.68	37%
51110	Compensarion Insurance	21,391.00	21,391.00	-	100%
51140	Clerical Wages	20,236.80	3,224.00	17,012.80	16%
52010	Clothing-Personal Supply	3,000.00	545.55	2,454.45	18%
52011	Clothing - Wildland/Shelters	4,000.00	742.13	3,257.87	19%
52020	Communications	3,000.00	731.82	2,268.18	24%
52040	Household Expense	550.00	260.46	289.54	47%
52050	Insurance	24,647.00	24,273.00	374.00	98%
52090	Maintenance Equipment	2,500.00	107.95	2,392.05	4%
52092	Maintenance Trucks	10,000.00	7,865.00	2,135.00	79%
52095	Repair-Safety Equipment	500.00	-	500.00	0%
52110	Vehicle Fuel	12,000.00	3,495.23	8,504.77	29%
52124	Tools - Equipment	2,000.00	399,600.37	(397,600.37)	19980%
52130	Maint. Bldg. & Grounds	10,000.00	10,009.29	(9.29)	1.00
52140	Snow Removal	2,400.00	-	2,400.00	(2,400.00)
52160	Memberships	2,500.00	1,200.00	1,300.00	48%
52170	Miscellaneous Expenses	1,500.00	386.61	1,113.39	26%
52180	Office Expenses	4,600.00	717.00	3,883.00	16%
52190	Professional Services	5,900.00	341.25	5,558.75	6%
	BBK, Computers, Grant Writer				
52320	Strike Team Services	-	0.00		

52373	Debt Service				
52440	Spec Dept Exp Election	-			
52443	Petty Cash	100.00			
52475	Spec Dept Annexation Project	-			
52550	Spec Dept Tax Admin Fee	-	0.00	-	
52574	Special Dept Fire Prevention	100.00	0.00		
52700	Spec. Dept. Training	3,500.00	267.00	3,233.00	8%
	Training, staff physicals				
52710	Spec. Dept. - Med. Supplies	2,500.00	0.00	2,500.00	0%
52740	Travel-Routine	-	0.00		
52750	Travel - Special	1,250.00	0.00	1,250.00	0%
52780	Utilities	10,000.00	1,191.13	8,808.87	12%
52840	Contingencies	-	0.00		
52960	Volunteers Fire Fighters/Fire Calls	-	0.00		
54011	Capitol Improvements	35,000.00			
	Working Reserve Funds	10,000.00			
	Emergency Funds	5,000.00			
	Reserve Strike Team Funds	25,000.00			
54085	Medical Equipment	-	0.00		
54200	Radio	2,000.00	643.50	1,356.50	
	Banner Communications: Portola Div				
54450	Fire Station	1,950.00	-	1,950.00	0%
54670	Fire Truck	-	-		
54680	Fire Equipment	-			
54730	Building Improvements	-			
	SUB-TOTAL	357,338.00	504,895.46	(147,557.46)	141%
	TOTAL BECKWOURTH FIRE DISTRICT	259,863.00			

To-Date 2021/2022 BUDGET

Rollover: 2021/2022 Fiscal Year	564,976.09
REVENUE - ACTUAL	514,446.93
EXPENSES - ACTUAL	504,895.46
ENDING CASH BALANCE	574,527.56

**BEFORE THE BOARD OF DIRECTORS OF THE
BECKWOURTH FIRE DISTRICT
COUNTY OF PLUMAS, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 22-004

Approving the Department of Forestry and Fire Protection Agreement #7GF22301 for services from the date of last signatory on page 1 of the Agreement to June 30, 2023, under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.

BE IT RESOLVED by the Board of Directors of the **BECKWOURTH FIRE 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 1 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 Infrastructure Investment and Jobs Act of 2021 during the State Fiscal Year 2022-23 up to and no more than the amount of \$15,406.50.

BE IT FURTHER RESOLVED that Bret Russell, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the **BECKWOURTH FIRE DISTRICT**.

The foregoing resolution was duly passed and adopted by the Board of Directors of the **BECKWOURTH FIRE DISTRICT**, at a regular meeting thereof, held on the 21st day of **SEPTEMBER, 2022**, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

Larry Smith, Chairman of Board
Printed Name and Title

ABSENT:

Signature, Board of Directors Member

Daniel Greenwood, Vice Chair of Board
Printed Name and Title

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

ATTEST:

I Mercadez Flewell, Clerk of the **BECKWOURTH FIRE DISTRICT**, County of **PLUMAS**, California do hereby certify that this is a true and correct copy of the original Resolution Number 22-004.

WITNESS MY HAND OR THE SEAL OF THE **BECKWOURTH FIRE DISTRICT**, on this 21st day of **SEPTEMBER, 2022**.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

Beckwarrth Fire District

76F22306

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Bret Russell, Fire Chief Mercaderz Flewell, Admin. officer

SIGNATURE(S)

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: Volunteer Fire Assistance

GRANT AGREEMENT: 7GF22301

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ **\$15,406.50** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Beckworth Fire District
Applicant

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By _____
Signature of Authorized Representative

Title fire Chief

Date _____

By _____
Title: **Matthew Sully**
Staff Chief, Cooperative Fire Programs

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354022DG2012147	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$15,406.50
GL UNIT 3540	BUD REF 001	CHAPTER 43
PROGRAM NUMBER 9999000FED	ENY 2022	ADJ. INCREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	ADJ. DECREASING ENCUMBRANCE \$ 0.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92733	UNENCUMBERED BALANCE \$ \$15,406.50

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Beckwourth Fire District hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act (PL 95-313, as amended, 16 U.S.C. 2106).
2. This is a subaward under the 2022 Volunteer Fire Assistance Grant #22-DG-11052012-147 awarded to STATE by the Forest Service on August 26, 2022. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Assistance Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$15,406.50** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: Beckwarrth fire District
180 Main Street
Beckwarrth, CA 96122
 Attention: Mercadez Flewell or Bret Russell
 Telephone Number(s): 530-832-1008/530-816-0525
 E-mail: bfpd@beckwarrthfire.com

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



Beckwourth Fire District

180 Main Street
Beckwourth, CA 96129
Email: bfpd@beckwourthfire.com

Phone (530) 832-1008
Phone (530) 832-0121

(Station 1 - Beckwourth)
(Station 2 - Grizzly)

Fax (530) 832-5828
Fax (530) 832-5721

RESOLUTION NUMBER 2008-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BECKWOURTH FIRE DISTRICT TO ACCEPT THE POLICIES AND PROCEDURES OF THE DISTRICT

RECITALS

WHEREAS, the Beckwourth Fire District (BFD) is a duly organized special district governed by the Fire Protection Law of 1987 (Health & Safety Code 13800, et seq.), and operates and exists under the laws of the State of California; and

WHEREAS, BFD is a functioning combination fire protection department which maintains and operates a fire suppression organization and provides fire and emergency services within its jurisdictional boundaries; and

WHEREAS, BFD Board of Directors has accepted the Policies and Procedures of the District as drafted in the Policies and Procedures book

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Beckwourth Fire District, that the terms of this resolution is acceptable.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Beckwourth Fire District, at a regular scheduled board meeting held on August 21, 2008, by the following vote:

AYES: Martin Schafer, George Bundy, Denisce Downs

NOES: None

ABSENT: Ralph Taylor, Rodney Langston

Martin Schafer; President Board of Directors BFD

ATTEST:

I, **Marjorie Dillard**, **Administrative Secretary** to the Board of Directors of the Beckwourth Fire District, **DO HEREBY CERTIFY**, that the forgoing Resolution was adopted during a noticed public hearing at a regular scheduled meeting of the Beckwourth Fire District Board of Directors held on August 21, 2008.

A handwritten signature in cursive script, reading "Marjorie Dillard", is written over a horizontal line.

Administrative Secretary to the Board of BFD, Marjorie Dillard

Mission Statement: *The Beckwourth Fire District is committed to the protection of life and property using as our model, safety, teamwork, continuous education and training.*

Minutes for August 21, 2008

Beckwourth Fire District

1. Meeting called to order at 7:00 PM by Martin Schafer
2. Attendees - Board Members: Martin Schafer, George Bundy, Denisce Downs, Ralph Taylor (Absent), Rod Langston (Absent), Admin. Secretary Marjorie Dillard, Chief Greg McCaffrey, Battalion Chief Bruce Lackenbauer, Battalion Chief Dustin Langston, Tom Hansen & Joe Feenstra (SVVFD)
3. George Motioned to approve the minutes of the , July 17, and July 22,2008 meetings, all in favor
4. **PUBLIC COMMENT:** None
5. **Disposal 9425:** Denisce motioned to gift 9425 to Sierra Valley Fire George 2nd All in favor. 9425 will be gifted to the Sierra Valley Fire district.
6. **Secretary's Report:** Marjorie reported; storage for engine 1 ongoing item; DMV completed.
7. **Resolution to accept conflict of Interest Code:** George motioned to accept, Martin 2nd all in Favor
8. **Resolution to accept Policies and Procedures:** George Motioned to accept the body while some policies still need to worked on Martin 2nd All in Favor
9. **Chief's Report: Annexations:** no annexation for Industrial Park without water system period; need to set up meeting with Eastern Plumas to discuss tax exchange Marjorie will work on this. **Meeting Room:** Need to dig trenches for propane lines then can have pro gas install lines and heater. **Grizzly Ranch:** Sewer fixed. **ISO:** this fall. **Paging System:** switched to Plumas Net
10. **DIRECTOR'S REPORTS:** George: Legal representation for district, Marjorie will check with FDAC and or CSDA about steps needed to take to get a lawyer, running an ad etc; legal exposure and insurance requirements for ALS see if Kirt Lambert will come to next board meeting and go over insurance coverage and needs
Bruce mentioned that according to NorCal our EMT's are not certified because they don't have their shots. How do we resolve this issue? To get shots must have a physical or fit test.
Martin: Is working on having the Planning Department come out to look at Industrial way propane tanks and etc...
Schedule a Budget Workshop to finalize budget September 24th and reschedule the board meeting to the 25th
LAFCo: Martin will write a letter regarding the Industrial Way annexation.
Sierra Health Foundation (Grizzly Creek Ranch) Tax negotiations with Eastern Plumas will be 2 board members and the fire chief. Set up meeting with a mediator and Eastern Plumas.
Reinstatement of the contract with Grizzly Creek for the next 18 months George motioned to accept Denisce 2nd all in favor.
11. **NEW BUSINESS:**
Budget workshop September 24 at 6:00 pm; next meeting September 25, 2008
12. **ADJOURNMENT:** Martin adjourn at 9:40 pm