



Beckwourth Fire District Agenda

Regular Meeting
October 18, 2023 06:30 PM
180 Main St Beckwourth, 96129
<https://www.beckwourthfire.com>

Board of Directors

Chair Larry Smith • Vice Chair Daniel Greenwood • Director Alyson Ceresola • Director Tyler McGarr • Director Rachel Brothers

RULES AND PROCEDURES OF THIS BOARD

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

Any person desiring to address the Board on any item on the agenda may do so during public comment period for that agenda item.

REASONABLE ACCOMMODATIONS

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.

1. Call to Order

- A. Roll Call
- B. Pledge of Allegiance

2. Public Comments

☒ Discussion  [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 3 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

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

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 September 20, 2023 Board Meeting Minutes.
- B. Approval of Account Revenues and Expenses, Balance Sheet, Expenses by vendor detail, Profit and Loss Budget vs Actual for September 2023

4. Department Staff Reports

☒ Discussion  [Comment](#)

Updates from the Chief, Department Staff, Duty Officers, Safety Committee, Equipment Committee, Training Committee and others as necessary.

- A. Chief's Report-Letter to County, Lexipol implementation.
- B. Bookkeeper's Report
- C. Department Staff Reports

5. Directors Reports

☒ Discussion  [Comment](#)
Reports from Directors


6. Report on hydrant water use from Grizzly Ranch

☒ Discussion  [Comment](#)


7. Fire Service Contract - City of Portola 2023-2024

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)
Contract renewal for fire service for the City of Portola for 2023-2024 - Contract amount \$84,000


8. Fire Protection Contract Discussion

☒ Discussion ☒ Possible Action  [Comment](#)
Board to discuss key points for upcoming contract renewal/reinstatements. US Forest Service 2023-2024 Contract

9. Public Hearing On Rate Adjustment for Records Fees

☒ Discussion  [Comment](#) [View Item](#)
The district has a policy and fee schedule set for requests of copies or documents, this policy and rate schedule is out of date. To bring it up to date to reflect compliance with the law, a rate adjustment and resolution are in order. This line item is to provide for public comment or hear any written protests to these changes, if any were submitted.


10. Records Release Resolution

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)
The district has a policy and fee schedule set for requests of copies or documents, this policy and rate schedule is out of date. To bring it up to date to reflect compliance with the law, a rate adjustment and resolution are in order.
A. Resolution 2023.10

11. Grizzly Ranch CSD Rate Increase Vote

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)
The district received a ballot for the proposed rate increase from Grizzly Ranch CSD. Board to decide on how the district will vote.

12. Chevy Command Unit

☒ Discussion ☒ Possible Action  [Comment](#)
Whereas the district is short a command vehicle and would like to purchase this vehicle with funds raised from sales of other apparatus.

13. Fire Station Program

☒ Discussion ☒ Possible Action  [Comment](#)

Staff has been researching the possibility of adding a management system to the district. This system would ease the load for staff in reporting, training, scheduling, and records management. Staff has viewed several demonstrations and would like board approval to move forward with a purchase.

14. Fire Lane On Easement

☒ Discussion ☒ Possible Action  [Comment](#)

At the last meeting, a member mentioned a dispute over a fire lane being blocked on an easement near his property. Board to discuss.

15. Future Agenda Items

☒ Discussion  [Comment](#)

16. Next Board Meeting

☒ Discussion  [Comment](#)

The next regularly scheduled Board Meeting to be held- November 15, 2023 at 6:30 pm

17. Closed Session pursuant to Government Code section 54957.6

☒ Discussion ☒ Possible Action  [Comment](#)

Conference with Labor Negotiators, BFPD Board of Directors and unrepresented employees - 2 Captain Duty Officers and 1 Firefighter

18. Closed Session pursuant to Government Code section 54957.6

☒ Discussion ☒ Possible Action  [Comment](#)

Conference with labor negotiators, BFPD Board of Directors and unrepresented employee - Interim Fire Chief.

19. Employment Agreement for Interim Fire Chief

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Consideration of approving an employment agreement with Interim Fire Chief and authorizing Board Chair to execute it on behalf of BFPD.

20. Adjournment



**Beckwourth Fire District
Minutes
Regular Meeting
September 20, 2023 06:30 PM
180 Main St Beckwourth, 96129
<https://www.beckwourthfire.com>**

1. Call to Order

The meeting was called to order at 6:30 pm by Chair Larry Smith.

A. Roll Call

Present: Chair Larry Smith, Vice Chair Daniel Greenwood, Director Alyson Ceresola, Director Tyler McGarr, Director Rachel Brothers

Staff Present: Chief Bret Russell, Board Clerk Heather Grant, Bookkeeper Carol Logan, Captain Ruben Villa, Captain Bruce Lackenbauer, Captain Kurt Flewell

B. Pledge of Allegiance

Lead by Chair Larry Smith

2. Public Comments

~A member of the public brought a concern over his neighbor blocking an easement that is used as a turn around for fire engines. He asked that a member of the department assess the situation and offer an opinion.

~A member of the public gave an update on Measure E & F outreach. A meeting was hosted at Grizzly Ranch with great turnout and a lot of support. The President of Fire Wise was in attendance. The next meeting is scheduled for 9/26 at the Veterans hall in Portola. there will be pizza and beverages offered. There will be numerous experts there to answer any questions that anyone has. All are welcome to attend.

3. Consent Agenda



A. Approval of August 16, 2023 Board Meeting Minutes.

B. Approval of Account Revenues and Expenses, Balance Sheet, Expenses by vendor detail, Profit and Loss Budget vs Actual for August 2023

Director Tyler McGarr motioned to approve. A second was made by Vice Chair Daniel Greenwood. The roll call vote:

Aye Chair Larry Smith Aye Vice Chair Daniel Greenwood Aye Director Alyson Ceresola Aye Director Tyler McGarr Aye Director Rachel Brothers

4. Department Staff Reports

A. Chief's Report

Chief Bret reported out as follows

~August call log was 52 responses, 10 in Division 1, 35 in Division 2, 1 in Division 3, & 6 Mutual Aid

~Eastern Plumas Fire is now in the hands of the County Supervisors , the influx of calls to Portola has been very demanding on resources. Chairman Smith commented that their failure highlights the need for the consolidation. LAFCO had given them a year to get their department in order, and within half that time, they shut down.

~Our strike team returned from the Happy Camp fire, they reported it was a good assignment and they all learned a lot and everything went well.

~Ruben Villa and Rudy Hoyos attended the Fly-In Breakfast in Beckwourth, it was a good event and he thanked them for their excellent show of community support.

~Extra recognition to Captain Villa for going above and beyond with in support of Portola High School, students requested fire apparatus be involved in the Homecoming parade- Ruben has arranged for multiple agencies to attend, and he, Jack Bertken, and Brian Attama made banners for the fire engines.

~Announcing the "ABC" program. Acting Battalion Chief positions to be filled on a one month basis to enable each applicant to gain experience leading up to the possible consolidation. Chair Smith inquired what the purpose of the position is. Chief Russell explained that the position helps to create and chain of command and increase span of control.

~ Good progress is being made on building inspections using the APX program, spearheaded by Brian Attama and Ruben Villa, after inspection, property owners are provided a report detailing any recommendations or violations.

~Beckwourth responded to two local fires, one in Portola in USFS boundaries, BFPD had fire contained by the time Forrest Service arrived on scene.

The second fire was in Blairsden at Gumbas and the Bakery, Chief Russell recognized Captain Flewell for his tactical suggestions and advanced fire fighting skills, and was instrumental in their ability to save the Blairsden House building.

Additionally, the mutual aid with Graeagle fire was seamless and went beyond expectations. BFPD has an excellent mutual aid relationship with Graeagle Fire and it is very much appreciated and relates into effective response.

~

B. Secretary's Report

The secretary had nothing to report.

C. Department Staff Reports

Commending Captain Villa for getting BFD involved in community events.

5. Directors Reports

A. There was no report from Directors.

6. Report on hydrant water use from Grizzly Ranch

A. No use to report from the fire hydrant at Grizzly Ranch.

7. Fire Protection Contract Discussion

A. US Forest Service 2023/2024 Contract

No progress or word on the Forrest Service Contract.

8. Resolution 2023.09 Compensation of Strike Team Crew Members On Return From Incident.



Director Tyler McGarr motioned to approve. A second was made by Vice Chair Daniel Greenwood. The roll call vote:

Aye Chair Larry Smith Aye Vice Chair Daniel Greenwood Aye Director Alyson Ceresola Aye Director Tyler McGarr Aye Director Rachel Brothers

9. Sealed Bid Submissions For Military Generators

The winning bid out of four received was for \$5000. Winner was notified. All other bidders were contacted and checks either returned or shredded.

10. Landscaping at Station 2 Director Rachel Brothers motioned to approve. A second was made by Vice Chair Daniel Greenwood.

The motion passed with the following vote:

4 **In Favor** 1 **Opposed**
 Abstained **Absent**

Forrest Service has offered to install landscaping at Station 2, they will provide all labor and maintenance, with BFD being responsible for material costs only. Majority of the Board agreed to revisit this item as spring approaches, and after a contract has been signed.

11. Future Agenda Items

- ~ Contract for fire protection services with City of Portola
- ~Forest Service Agreements
- ~Discussion on Landscaping at Station 2 depending on contract progress.

12. Next Board Meeting

The next regular Board of Directors Meeting to be held October 18, 2023 at 6:30 PM.

13. Closed Session

- A. Closed Session pursuant to Government Code Section 54957 – Public Employee Performance Evaluation - Fire Chief

Adjourned to Closed Session at 7:31pm after a 5 Min recess.

Chief Bret Russell announced his resignation, and that he was offered and accepted an assignment in a different district.

The Board accepted his resignation, effective 9/27/23 at which time Kenny Osburn will take over as Interim Chief as appointed by the Board of Directors Vote.

Closed Session Adjourned at 8:05 PM

Vice Chair Daniel Greenwood motioned to approve. A second was made by Director Tyler McGarr. The roll call vote:

Aye **Chair Larry Smith** Aye **Vice Chair Daniel Greenwood** Aye **Director Alyson Ceresola** Aye **Director Tyler McGarr** Aye **Director Rachel Brothers**

14. Adjournment

Meeting Adjourned at 8:07 pm.

2:14 PM

10/06/23

Accrual Basis

Beckwourth Fire District
Balance Sheet
 As of September 30, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash in Plumas Bank 1605	102,279.42
10100 · Cash in Plumas Savings 3672	471,320.45
10200 · Cash Auxillary Plumas Bank 6070	7,511.01
Total Checking/Savings	581,110.88
Accounts Receivable	
11000 · Accounts Receivable	53,119.54
Total Accounts Receivable	53,119.54
Other Current Assets	
10010 · Petty Cash	-84.78
Total Other Current Assets	-84.78
Total Current Assets	634,145.64
Fixed Assets	
15000 · Station 1 - Beckwourth	
15003 · Equipment	13,650.00
Total 15000 · Station 1 - Beckwourth	13,650.00
54085 · Medical Equipment	2,798.19
54200 · Radio	25,736.79
54450 · Fire Station	1,877.50
54670 · Fire Truck	35,033.23
54680 · Fire Equipment	21,021.06
Total Fixed Assets	100,116.77
TOTAL ASSETS	734,262.41
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,800.70
Total Accounts Payable	2,800.70
Credit Cards	
27000 · CALCARD Visa	1,197.37
Total Credit Cards	1,197.37
Other Current Liabilities	
21000 · Accrued Payroll	4,830.00
24000 · Payroll Liabilities	771.72
Total Other Current Liabilities	5,601.72
Total Current Liabilities	9,599.79
Total Liabilities	9,599.79
Equity	
30000 · Opening Balance Equity	737.39
32000 · Retained Earnings	420,068.82
32001 · Unassigned Fund balance	286,103.00
32002 · Committed Fund balance	44,958.00
Net Income	-27,204.59
Total Equity	724,662.62
TOTAL LIABILITIES & EQUITY	734,262.41

2:21 PM

10/06/23

Accrual Basis

Beckwourth Fire District

Expenses by Vendor Detail

September 2023

Type	Date	Num	Memo	Account	Amount
Amazon					
Credit Card ...	09/06/2023	9726642	4 Steel spring hooks for hydrabt bags #9...	52090 · Maintenanc...	-37.51
Credit Card ...	09/30/2023	9629020	copy paper	52180 · Office Expe...	-64.24
Total Amazon					-101.75
AT&T Calnet 3					
Bill	09/12/2023	8/12/2...		52020 · Communica...	-97.26
Total AT&T Calnet 3					-97.26
Beckwourth CSA					
Bill	09/30/2023	025224		52780 · Utilities	-44.50
Total Beckwourth CSA					-44.50
Best Best & Krieger					
Bill	09/11/2023	974746	Sierra Journeys, Bret Public Records Po...	52190 · Professional...	-191.10
Total Best Best & Krieger					-191.10
Carol Logan					
Bill	09/30/2023	146	September 2023 Bookkeeping Services	52190 · Professional...	-950.00
Total Carol Logan					-950.00
Heather Grant					
Bill	09/30/2023	0005	September 2023 Administrative Services	52190 · Professional...	-969.00
Total Heather Grant					-969.00
Hotels.com					
Credit Card ...	09/19/2023	72625...	credit fore over billing one room, billed a...	52740 · Travel - Rou...	145.38
Total Hotels.com					145.38
Intermountain Disposal, INC					
Bill	09/25/2023	240763		52130 · Maintenanc...	-49.89
Total Intermountain Disposal, INC					-49.89
L.N. Curtis & Sons					
Bill	09/05/2023	INV74...	#9423 Ladder	52124 · Tools and E...	-1,000.08
Total L.N. Curtis & Sons					-1,000.08
Leonards Market					
Bill	09/08/2023	33	water for stations	52745 · Meetings/M...	-40.95
Bill	09/08/2023	32	water for stations	52745 · Meetings/M...	-8.19
Bill	09/21/2023	35		52745 · Meetings/M...	-65.52
Total Leonards Market					-114.66
N Little Electrical					
Bill	09/14/2023	1062	LED lighting in bays	52130 · Maintenanc...	-1,400.00
Total N Little Electrical					-1,400.00
NAPA Sierra					
Bill	09/09/2023	265051	Rudy, #9423 fly-in breakfast	52092 · Maintenanc...	-87.00
Bill	09/23/2023	265887	Rudy Battery Charger	52124 · Tools and E...	-115.83
Bill	09/25/2023	265938	Bruce Winshield washer all stations and ...	52092 · Maintenanc...	-54.64
Bill	09/29/2023	266287	Kurt vehicle #9322 wiper blades	52092 · Maintenanc...	-55.51
Total NAPA Sierra					-312.98

2:21 PM

10/06/23

Accrual Basis

Beckwourth Fire District

Expenses by Vendor Detail

September 2023

Type	Date	Num	Memo	Account	Amount
Plumas Ace Hardware Inc					
Bill	09/09/2023	489541	Rudy Cleaning supplies, #9321, 9423	52040 · Household ...	-23.03
Bill	09/09/2023	489541	9321	52092 · Maintenanc...	-60.66
Bill	09/09/2023	489541	9423	52090 · Maintenanc...	-60.66
Bill	09/23/2023	492496	Rudy #9321	52092 · Maintenanc...	-28.81
Total Plumas Ace Hardware Inc					-173.16
QuickBooks Payroll Service					
Credit Card ...	09/26/2023	P1-88...	payroll service	52180 · Office Expe...	-45.00
Total QuickBooks Payroll Service					-45.00
Rico's Mexican Food					
Credit Card ...	09/11/2023	027050	Business meeting 9/11/23	52745 · Meetings/M...	-311.44
Total Rico's Mexican Food					-311.44
Smile Business Products, Inc.					
Bill	09/27/2023	1149003	copier usage	52180 · Office Expe...	-87.78
Total Smile Business Products, Inc.					-87.78
Streamline					
Bill	09/01/2023	78F24...	Web Site	52020 · Communica...	-63.00
Total Streamline					-63.00
US Bank Equipment Finance					
Bill	09/12/2023	51084...	copier lease	52373 · Lease Purc...	-83.26
Total US Bank Equipment Finance					-83.26
Verizon Wireless					
Bill	09/01/2023	99434...	Fire Chief Duty Cell	52020 · Communica...	-52.24
Total Verizon Wireless					-52.24
TOTAL					-5,901.72

Beckwourth Fire District
Profit & Loss Budget vs. Actual
September 2023

	Sep 23	Budget	% of Budget
Income			
EPHC - Medical Assistance Calls	4,166.00		
Other Revenue			
43010 - Interest-Invested Funds	96.84	27.66	350.1%
44520 - Federal - FS Grizzly Rent	0.00	6,179.56	0.0%
45071 - Contract Fire Protection			
City of Portola	0.00	0.00	0.0%
Gold Mountain	0.00	0.00	0.0%
Sierra Nevada Journeys	0.00	0.00	0.0%
Total 45071 - Contract Fire Protection	0.00	0.00	0.0%
46251 - Reimbursements / Refunds			
Administration - Incident	215.70		
Personnel - Incident	978.18		
Vehicle-Incident	1,172.61		
46251 - Reimbursements / Refunds - Other	50.00		
Total 46251 - Reimbursements / Refunds	2,416.49		
Other Revenue - Other	0.00	55.10	0.0%
Total Other Revenue	2,513.33	6,262.32	40.1%
Tax Revenue			
40010 - Current Secured Taxes	0.00	0.00	0.0%
40020 - Current Unsecured Taxes	0.00	0.00	0.0%
40040 - Prior Unsecured Taxes	0.00	0.00	0.0%
40060 - Interest Plumas Tax Collector	0.00	0.00	0.0%
40070 - Timber Yield Tax	0.00	0.00	0.0%
40130 - Supplemental Taxes	0.00	0.00	0.0%
Total Tax Revenue	0.00	0.00	0.0%
Total Income	6,679.33	6,262.32	106.7%
Expense			
Salaries & Benefits			
51000 - Regular Wages	13,241.41	12,500.00	105.9%
51110 - Workers Compensation Insurance	-530.94		
Total Salaries & Benefits	12,710.47	12,500.00	101.7%
52010 - Clothing - Personal Supply	0.00	583.33	0.0%
52011 - Clothing - Wildlands / Shelters	0.00	0.00	0.0%
52020 - Communications	212.50	833.33	25.5%
52040 - Household Expense	23.03	96.15	24.0%
52050 - Insurance			
Liability	0.00	0.00	0.0%
Total 52050 - Insurance	0.00	0.00	0.0%
52090 - Maintenance - Equipment	98.17	333.33	29.5%
52092 - Maintenance - Trucks	286.62	1,416.67	20.2%
52095 - Repair - Safety Equipment	0.00	92.94	0.0%
52110 - Vehicle Fuel	0.00	1,666.67	0.0%
52124 - Tools and Equipment	1,115.91	2,500.00	44.6%
52130 - Maintenance - Bldg & Grounds	1,449.89	1,083.33	133.8%
52140 - Snow Removal	0.00	0.00	0.0%
52160 - Memberships	0.00	233.33	0.0%
52170 - Miscellaneous Expenses	0.00	96.69	0.0%
52180 - Office Expenses	197.02	416.67	47.3%
52190 - Professional Services	2,110.10	2,333.33	90.4%
52320 - Strike Team Services	31.19		
52373 - Lease Purchase	83.26	95.28	87.4%
52440 - Department Expenses/ Physicals	0.00	123.40	0.0%
52550 - Spec. Dept. Tax Admin. Fee	0.00	0.00	0.0%
52560 - Plumas County Property Tax	0.00	185.76	0.0%
52574 - Spec. Dept. Fire Prevention	0.00	83.33	0.0%
52700 - Spec. Dept. Training	0.00	316.67	0.0%
52740 - Travel - Routine	-145.38		
52745 - Meetings/Meals	426.10	292.50	145.7%
52780 - Utilities	44.50	1,404.57	3.2%
66000 - Payroll Expenses	17,817.45	2,893.75	615.7%
66900 - Reconciliation Discrepancies	163.73		
Total Expense	36,624.56	29,581.03	123.8%
Net Income	-29,945.23	-23,318.71	128.4%

Beckwourth Fire District
Total Month Income and Expense
September 2023

	<u>TOTAL</u>
Income	
EPHC - Medical Assistance Calls	4,166.00
Other Revenue	
43010 - Interest-Invested Funds	96.84
46251 - Reimbursements / Refunds	
Administration - Incident	215.70
Personnel - Incident	978.18
Vehicle-Incident	1,172.61
46251 - Reimbursements / Refunds - Other	50.00
Total 46251 - Reimbursements / Refunds	<u>2,416.49</u>
Total Other Revenue	<u>2,513.33</u>
Total Income	6,679.33
Expense	
Salaries & Benefits	
51000 - Regular Wages	13,241.41
51110 - Workers Compensation Insurance	-530.94
Total Salaries & Benefits	<u>12,710.47</u>
52020 - Communications	212.50
52040 - Household Expense	23.03
52090 - Maintenance - Equipment	98.17
52092 - Maintenance - Trucks	286.62
52124 - Tools and Equipment	1,115.91
52130 - Maintenance - Bldg & Grounds	1,449.89
52180 - Office Expenses	197.02
52190 - Professional Services	2,110.10
52320 - Strike Team Services	31.19
52373 - Lease Purchase	83.26
52740 - Travel - Routine	-145.38
52745 - Meetings/Meals	426.10
52780 - Utilities	44.50
66000 - Payroll Expenses	17,817.45
66900 - Reconciliation Discrepancies	163.73
Total Expense	<u>36,624.56</u>
Net Income	<u><u>-29,945.23</u></u>

Agreement
By and Between
City of Portola
And
Beckwourth Fire District
For
Fire Protection and Emergency First Responder Services

This Agreement for Fire Protection and Emergency First Responder Services ("Agreement") is hereby entered into by and between Beckwourth Fire District, with its principal offices located at 180 Main St, Beckwourth, CA 96129, ("Fire District") and the City of Portola, with its principal offices located at 35 Third Avenue, Portola, CA 96122, ("Portola"). Collectively Fire District and Portola shall be referred to as "The Parties". The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, Fire District provides fire protection and emergency first response services; and

WHEREAS, Portola desires to enter into this Agreement for fire service protection and emergency first response services within the incorporated city limits; and

WHEREAS, as set forth in this Agreement and more specifically in the scope of services in Exhibit (1), attached hereto and incorporated herein. Portola owns two fire stations, including the Northside Station and the Southside Station.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties hereby agree as follows:

TERM: This Agreement shall be in full force and effect once signed by both Parties. The term shall be for 12 months; commencing on 1 July 2023 and terminating on 30 June 2024. The Parties agree to review the scope of services annually for content, scope of services, and to negotiate in good faith any modification to any provision herein deemed necessary for the benefit of both Parties.

TERMINATION: This Agreement may be terminated, with or without cause, by either Party by giving 120 days written notice to the other. In the event of a termination by either Party, the fees will be prorated through the date of termination. Any fees paid beyond the cancellation date will be refunded.

FEES: Portola agrees to pay Fire District annual fees of Eighty-four thousand dollars (\$84,000), which is based on Portola's current number of residents, visitors and businesses, with an annual inflation adjustment of 3% or the percent change in the West Region All Urban Consumer Price Index for the 12 month period, ending May 31 as set forth in the published data most recently available, whichever is greater, effective July 1, 2024. If the West Region All Urban Consumer Price Index is -3% or less, then there will be no inflation adjustment. Fees will be prepaid in two semiannual installments each year, with the first of such payments to be made no later than January 1st (or two quarters ahead), 2023. Fees paid by Portola will not be refundable, except if this Agreement is terminated by either Party in accordance with the Termination provision set forth hereinabove.

EXPENSES: Expenses as set forth in Appendix (1) shall be categorized as either; (1) the sole responsibility of Portola; (2) billable services provided by Fire District and third-party service providers; or (3) the sole responsibility of Fire District. Upon the written approval of both Parties as to the amount and purpose for each expense, the expenses to bring and maintain trucks and equipment to code will be the sole responsibility of Portola. Fire District will invoice Portola for time (as per Appendix (1) Billable) and materials for mutually agreed work related to bringing and maintaining said trucks and equipment up to code. Billable items listed in Appendix 1 must be agreed upon in writing by the City Manager prior to any commencement of stated work. Portola reserves the right to contract with a third party for any necessary code services as identified by Fire District. Expense obligations will only be changed or modified subsequent to the annual review with agreement of both Parties. If this Agreement is terminated, both Parties agree that the work performed by Fire District through the date of the notice of termination will be paid for by Portola.

SERVICES: For purposes of this Agreement, "emergency services" shall mean fire protection and emergency first responder services by Fire District with sufficient equipment and properly trained and certificated personnel for fire or emergency. A good faith effort shall be made to combat all fires and respond to other emergency calls within Portola's city limits. Fire District may utilize assets owned by Portola and shall maintain an inventory of all assets. Fire District may utilize privately owned vehicles that have been preapproved by the Fire District Chief, to respond to non-fire emergencies. Should Fire District assets already be deployed during a Portola emergency, other emergency response resources will be used through the County Mutual Aid Agreement. The Mutual Aid Agreement provides redundant coverage in the event of multiple, concurrent, and large emergencies.

Fire District shall ensure City if Portola fire-fighting equipment is up to code, and shall notify the City if a City of Portola station needs maintenance.

Services will be provided pursuant to all District, Local, State, and Federal laws, policies, and regulations.

ACCESSIBILITY: Portola will make a good faith effort to keep roads passable and in good condition, and have snow removed in a timely manner. Fire District's sole responsibility under this Agreement will be to make a good faith effort to reach all properties and persons, as needed, within Portola to provide the fire protection and emergency first responder services described herein.

NOTICES: All notices, demands, or other communications (not including monthly reports listed in Appendix 1) which may be required to be given and/or which are required by the terms of this Agreement shall be in writing and shall be conveyed by personal delivery, or certified mail. All communications will be deemed to have been

Agreement
By and Between
City of Portola
And
Beckwourth Fire District
For
Fire Protection and Emergency First Responder Services

This Agreement for Fire Protection and Emergency First Responder Services ("Agreement") is hereby entered into by and between Beckwourth Fire District, with its principal offices located at 180 Main St, Beckwourth, CA 96129, ("Fire District") and the City of Portola, with its principal offices located at 35 Third Avenue, Portola, CA 96122, ("Portola"). Collectively Fire District and Portola shall be referred to as "The Parties". The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, Fire District provides fire protection and emergency first response services; and

WHEREAS, Portola desires to enter into this Agreement for fire service protection and emergency first response services within the incorporated city limits; and

WHEREAS, as set forth in this Agreement and more specifically in the scope of services in Exhibit (1), attached hereto and incorporated herein. Portola owns two fire stations, including the Northside Station and the Southside Station.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties hereby agree as follows:

TERM: This Agreement shall be in full force and effect once signed by both Parties. The term shall be for 12 months; commencing on 1 July 2023 and terminating on 30 June 2024. The Parties agree to review the scope of services annually for content, scope of services, and to negotiate in good faith any modification to any provision herein deemed necessary for the benefit of both Parties.

TERMINATION: This Agreement may be terminated, with or without cause, by either Party by giving 120 days written notice to the other. In the event of a termination by either Party, the fees will be prorated through the date of termination. Any fees paid beyond the cancellation date will be refunded.

FEES: Portola agrees to pay Fire District annual fees of Eighty-four thousand dollars (\$84,000), which is based on Portola's current number of residents, visitors and businesses, with an annual inflation adjustment of 3% or the percent change in the West Region All Urban Consumer Price Index for the 12 month period, ending May 31 as set forth in the published data most recently available, whichever is greater, effective July 1, 2024. If the West Region All Urban Consumer Price Index is -3% or less, then there will be no inflation adjustment. Fees will be prepaid in two semiannual installments each year, with the first of such payments to be made no later than November 1, 2023. Fees paid by Portola will not be refundable, except if this Agreement is terminated by either Party in accordance with the Termination provision set forth hereinabove.

EXPENSES: Expenses as set forth in Appendix (1) shall be categorized as either; (1) the sole responsibility of Portola; (2) billable services provided by Fire District and third-party service providers; or (3) the sole responsibility of Fire District. Upon the written approval of both Parties as to the amount and purpose for each expense, the expenses to bring and maintain trucks and equipment to code will be the sole responsibility of Portola. Fire District will invoice Portola for time (as per Appendix (1) Billable) and materials for mutually agreed work related to bringing and maintaining said trucks and equipment up to code. Billable items listed in Appendix 1 must be agreed upon in writing by the City Manager prior to any commencement of stated work. Portola reserves the right to contract with a third party for any necessary code services as identified by Fire District. Expense obligations will only be changed or modified subsequent to the annual review with agreement of both Parties. If this Agreement is terminated, both Parties agree that the work performed by Fire District through the date of the notice of termination will be paid for by Portola.

SERVICES: For purposes of this Agreement, "emergency services" shall mean fire protection and emergency first responder services by Fire District with sufficient equipment and properly trained and certificated personnel for fire or emergency. A good faith effort shall be made to combat all fires and respond to other emergency calls within Portola's city limits. Fire District may utilize assets owned by Portola and shall maintain an inventory of all assets. Fire District may utilize privately owned vehicles that have been preapproved by the Fire District Chief, to respond to non-fire emergencies. Should Fire District assets already be deployed during a Portola emergency, other emergency response resources will be used through the County Mutual Aid Agreement. The Mutual Aid Agreement provides redundant coverage in the event of multiple, concurrent, and large emergencies.

Fire District shall ensure City if Portola fire-fighting equipment is up to code, and shall notify the City if a City of Portola station needs maintenance.

Services will be provided pursuant to all District, Local, State, and Federal laws, policies, and regulations.

ACCESSIBILITY: Portola will make a good faith effort to keep roads passable and in good condition, and have snow removed in a timely manner. Fire District's sole responsibility under this Agreement will be to make a good faith effort to reach all properties and persons, as needed, within Portola to provide the fire protection and emergency first responder services described herein.

NOTICES: All notices, demands, or other communications (not including monthly reports listed in Appendix 1) which may be required to be given and/or which are required by the terms of this Agreement shall be in writing and shall be conveyed by personal delivery, or certified mail. All communications will be deemed to have been

delivered when an item is personally delivered, or a certified mail receipt is signed. Written notice shall be provided to the Parties at their respective office locations first set forth hereinabove.

LIABILITY: Fire District agrees to indemnify and defend Portola and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments ("Liabilities") that in any way arise out of or are related to the Agreement or the provision of services by Fire District pursuant to the Agreement, except for any liabilities arising from Portola's sole negligence or willful misconduct.

Portola agrees to indemnify and defend Fire District and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments ("Liabilities") that in any way arise out of or are related to this Agreement or the provision of services by Portola pursuant to this Agreement, except for any liabilities arising from Fire District's sole negligence or willful misconduct.

WORKMAN'S COMPENSATION: Fire District will maintain workman's compensation as required by California Law for all Fire District personnel. Fire District shall provide Portola with a certificate of insurance.

EQUIPMENT: All Portola firefighting equipment may be used by the Fire District. However, all equipment shall remain the property of Portola, cleaned and stored in accordance with best practices. All equipment, both Portola's and Fire District's will be located in Fire Stations owned by the City or the Fire District as the Chief sees fit for best deployment of resources in the event of an emergency. There will be no restriction where the equipment can be used.

INSURANCE BILLING: Fire District will be allowed to bill for cost recovery for services provided. Fire District will keep all funds received from cost recovery.

FORCE MAJEURE: Performance under this Agreement is subject to interruption and delay due to causes beyond the Parties' reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

DISPUTE RESOLUTION: The Parties agree to use their best good faith efforts to resolve any dispute that may arise from this Agreement or services provided pursuant to it. If the Parties are unable to resolve a dispute within 90 days, then the dispute will be referred to mediation for resolution. The Parties shall mutually select a mediator. Each Party will equally share the cost of the mediator and will otherwise bear its own costs and expenses related to the mediation. The mediation shall be conducted in Portola, CA, unless the Parties agree to conduct it in a different location. If the parties are unable to resolve the dispute through mediation within 90 days, then either Party may seek resolution of the dispute by filing a court action in the Superior Court in and for the County of Plumas, State of California.

MISCELLANEOUS: This Agreement shall not be modified in any way, except in writing stating expressly that it constitutes a modification of this Agreement and is signed by both Parties. Nothing contained herein shall create a contractual relationship with or any other rights in favor of any third party. This Agreement embodies the entire understanding between the Parties with respect to the subject matter of this Agreement and, except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written,

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relating to the subject matter of this Agreement. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. The Parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day first written above.

EXECUTION

The Parties execute this Agreement by signature below:

BECKWOURTH FIRE DISTRICT

By _____

Title _____

Date _____

CITY OF PORTOLA

By 

Title Interim City Manager

Date 9.28.2023

APPENDIX (1)

Expenses to Portola that are directly billed from third party sources (Fixed and Variable)

- Property (utilities, taxes, building upkeep)
- Insurance of City owned Fire Stations and all emergency vehicles. Fire District will be named as additional insured on the policy
- Repair of equipment or vehicles in the event of a catastrophic failure, unless Portola decides, in its sole discretion, to not repair such equipment or vehicles.
- Equipment purchases as required by code or best practices to ensure the interoperability of Portola's equipment with that of Fire District

Billable by Fire District to Portola with prior written approval.

In the event of an emergency (i.e. a truck has a tire blowout) a phone call to the City Manager will be made for verbal approval; to be followed up with written approval.

In addition to the reimbursement of costs of third-party services, Fire District personnel time associated with inspections and vehicle maintenance / repairs, and misc fire station work is billed at a weighted rate for the Fire Chief at Forty Five dollars (\$45) per hour and for other personnel at Twenty Five dollars (\$25) per hour.

- Bringing equipment up to code
- Maintenance of all vehicles and equipment
- All fluids and lubricants for vehicles and equipment
- All safety inspections to include but not limited to
 - Ladder; hose; and pump testing
 - Fire safety inspections for businesses and properties.

Fire District Expenses

- Fuel
- Consumables
- Fire Chief and Secretary expenses
- Workers Compensation insurance
- Staffing
- Training
- Maintain all logs, records, and other documents required by any State or Federal agency

Fire District will

- Provide a monthly report to Portola on the calls for service, which include the total calls, broken down by type of call.
- Provide a timely report on the status of equipment and Fire Stations in need of repair.
- Respond to all emergency fire calls as paged out by the Sheriff Department 911 dispatcher and all vehicle accidents, major medical assists requiring fire services level response. Portola and Beckwourth

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agree to work together with Eastern Plumas Health Care Ambulance services and other local Fire agencies to reduce and eliminate whenever possible having fire respond to minor medical calls.

- Provide training, certification, and CE (continuing education) opportunity classes for firefighters and medical responders.
- At the termination of the Agreement, the Fire District will return all Portola property and remove Fire District property from Portola premises.

PUBLIC NOTICE

The Beckwourth Fire District will be adopting a resolution titled:

RESOLUTION NO: 2023- 10

A RESOLUTION RESCINDING THE BECKWOURTH FIRE DISTRICT
ADMINISTRATIVE SERVICES FEES SCHEDULE AND ADOPTING A NEW
ADMINISTRATIVE SCHEDULE OF FEES FOR DOCUMENT REQUESTS

In accordance with Health & Safety Code section 13916 and Government Code section 25124, the Fire District provides notice of its intent to adopt the above resolution to establish amended/updated fees as for certain administrative services provided by the Fire District, including production of documents in response to Public Records Act requests.

The Fire District will conduct a meeting to conduct the adoption of Resolution No. 2023- 10 at the Fire District's Board of Director's meeting on October 18, 2023 at 6:30 p.m. at 180 Main St, Beckwourth, CA 96129. At the meeting, the Fire District Board shall hear and consider any objections or protests to the proposed schedule of fees.

A copy of the complete resolution is available for public review at Beckwourth Fire District Station 1, 180 Main St, Beckwourth, CA 96129.

Any questions call (530) 832-1008



Beckwourth Fire District

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

Station 1, (530) 832-1008

Fax (530) 832-5828

RESOLUTION NO: 2023-10

A RESOLUTION RESCINDING THE BECKWOURTH FIRE DISTRICT ADMINISTRATIVE SERVICES FEES SCHEDULE AND ADOPTING A NEW ADMINISTRATIVE SCHEDULE OF FEES FOR DOCUMENT REQUESTS

WHEREAS, the Board of Directors of the Beckwourth Fire District has adopted Ordinance No. 2014-002 ("Fee Ordinance") enacting fees for services provided by the District, and in accordance with the Fee Ordinance, also adopted a schedule setting out certain specified fees chargeable to persons requesting administrative services, such as document production; and

WHEREAS, the District is authorized to charge said fees pursuant to Health and Safety Code section 13916, Government Code section 7922.530, Civil Code section 56.07(a), and Evidence Code section 1563; and

WHEREAS, the Board of Directors wishes to adopt this Resolution establishing updated fees associated with administrative services provided by District staff; and

WHEREAS, notice of the adoption of this Resolution has been provided in accordance with Health and Safety Code section 13916(b) and Government Code sections 66018 and 6062a.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BECKWOURTH FIRE DISTRICT RESOLVES AS FOLLOWS:

SECTION 1: The Beckwourth Fire District hereby adopts the Administrative Schedule of Fees for Document Requests set forth in Attachment A of this Resolution, which is made a part hereof by this reference.

SECTION 2: This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the Beckwourth Fire District on this 18th day of October 2023.

Larry Smith, Chair

ATTEST:

Administrative Assistant to the Board of Directors

ATTACHMENT A



Beckwourth Fire District

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

Station 1, (530) 832-1008

Fax (530) 832-5828

ADMINISTRATIVE SCHEDULE OF FEES FOR DOCUMENT REQUESTS

In accordance with the California Public Records Act ("PRA") and other applicable state and federal laws and regulations, the District charges the below fees for duplication or production of requested documentation. There is no charge for visiting the District's office during business hours and requesting to review disclosable, non-confidential documents in person. There is also no charge for documents that are provided in electronic format in response to a PRA request. More information may be found in the District's adopted Public Records Act Policy.

Description	Price
Copy price (standard letter size, 8 ½ by 11) – no charge for documents that are four (4) pages or fewer	\$0.25 per page
Copy price (non-standard document size)	\$0.50 per page
Copy price for oversized documents that must be outsourced for duplication/reproduction	Actual cost
Copy price for duplication of audio tape(s)	\$12.00/tape
Copy price for duplication of CD-rom	\$10.00/CD
Copy price for duplication of DVD	\$10.00/DVD
Copy price for photographs	\$0.50/photograph
Copy of medical file, summary, or information retained (provided only to patient or patient's representative in accordance with state and federal law)	No charge pursuant to Cal. Confidentiality of Medical Information Act
Subpoena costs (copy fees, staff time, postage)	Actual cost as set by Cal. Evidence Code
Note: Payment is required in advance of delivery of any requested records, unless payment due is for actual cost, in which case the District will send an invoice for that amount.	



Community Services District

4456 Grizzly Rd

Portola CA, 96122

Date: September 28, 2023

To: Grizzly Ranch CSD Customers

From: Grizzly Ranch CSD

Grizzly Ranch Community Services District (the District) is located in Plumas County. The District serves a small community of 56 homes, a golf course, and a fire station. The district has infrastructure to serve up to 302 connections. The District owns and operates water and wastewater systems. The water and wastewater utilities are operated as a self-supporting enterprise. To achieve this, an adjustment of rates is required.

-Reason for the proposed rate change.

The District is unable to fund Replacement Reserves and needed maintenance at the current rates. It is anticipated this situation will not improve unless rates and standby charges are increased. To meet the needs of the District an adjustment to usage and standby charges is planned.

An initial rate study was done when the District was formed in 2003, and additional studies have been done since then. The most recent rate study was performed by DOWL Engineering and completed on 9/1/2023. The study included:

- Conducting a condition assessment of the current infrastructure.
- Developing a five-year financial plan to ensure the continued financial health and stability of the District.
- Developing a projection of operating cost and replacement reserves requirements.
- Maintaining equity among all users of the system and ensuring compliance with all legal requirements such as Proposition 218.

-Improvements

The District is planning the following system improvements over the next 5 years:

- The replacement of at least 15 sewer system grinders at an estimated cost of \$425,000.
- The rebuilding of one of our water wells at an estimated cost of \$35,000.
- Reserve accounts fully funded per District policy.

-Proposed System Rates

The District is proposing a fixed and variable charge for all lots. This will be used to offset the actual cost of maintaining a connection and the production costs of water and wastewater treatment.

The additional fees would be effective January 1st, 2024, and then July 1st of each of the following years for 5 years.

-Proposed Combined Usage Rates:

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Quarterly Base Usage Rate	\$372.49	\$413.28	\$460.56	\$514.44	\$529.15
Residential/ Volume Rate per kg	\$9.30	10.14	\$9.85	\$10.14	\$10.43
Quarterly Base Rate	\$266.94	\$300.03	\$337.69	\$380.55	\$391.58
Commercial/ Volume Rate	\$9.94	\$10.23	\$10.53	\$10.83	\$11.15
Standby Charge	\$1676	\$1833	\$1978	\$2141	\$2203

-Proposed Water Rate:

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Quarterly Base Usage Rate	\$98.55	\$101.41	\$104.35	\$107.88	\$110.49
Residential/ Volume Rate per kg	\$9.3	\$9.57	\$9.85	\$10.14	\$10.43
Quarterly Base Rate	\$43.00	\$44.243	\$45.53	\$46.85	\$48.20
Commercial/ Volume Rate	\$9.94	\$10.23	\$10.53	\$10.83	\$11.15
Annual Standby	\$971.08	\$999.24	\$1028.22	\$1058.24	\$1088.72

-Proposed Sewer Rate:

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Quarterly Base Usage Rate: Residential	\$273.94	\$311.87	\$356.21	\$356.21	\$418.66
Quarterly Base Rate Commercial	\$223.94	\$255.79	\$292.16	\$333.10	\$343.38
Annual Standby	\$732.65	\$834.49	\$950.48	\$1082.60	\$1114.00

The GRCSB Board of Directors will meet on **November 14, 2023**, to hold a combined, joint public hearing on the proposed rate and charge increases. The meeting will begin at 9:00 a.m. at the Grizzly Ranch Outpost, 300 Clubhouse, Portola, California.

Proceedings for Base and Volume Rates

The proposed changes to the water and wastewater base and usage rates are subject to a majority protest proceeding under Proposition 218. Any record owner of a parcel upon which the water and wastewater rates are proposed for imposition, or any tenant directly responsible for the payment of water and wastewater service fees (i.e., a customer of record) within the District's service area, may submit a written protest to the **proposed rate increases water and wastewater service fees**; provided, however, only one protest will be counted per identified parcel.

Each protest must: (1) be in writing; (2) state whether the protest is submitted in opposition to the rate increases to the water, recycled water, or wastewater service fees; (3) provide the location of the identified parcel (by assessor's parcel number or service address); and (4) include the name and signature of the person submitting the written protest.

Written protests may be submitted by mail to Grizzly Ranch CSD 4456 Grizzly Rd. Portola, CA 96122. Written protests may also be submitted in person at the CSD office, or hand delivered at the public hearing. All written protests must be received prior to the conclusion of the public input portion of the public hearing. Any protest submitted via e-mail or other electronic means will not be accepted as a formal written protest. Please identify on the front of the envelope for any protest, whether mailed or submitted in person, that the enclosed letter is for the public hearing on proposed rate increases.

The Board of Directors will consider all written protests timely submitted and hear and consider all public comments made at the public hearing. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. At the conclusion of the public hearing, the Board of Directors will determine whether to adopt the proposed rate increases as described in this notice. If, after the close of the public hearing, written protests against the proposed rate increases as outlined above are not presented by a majority of the record owners and customers of record of the identified parcels upon which they are proposed to be imposed, the Board of Directors will be authorized to impose the rate increases. If you have any questions regarding the information provided in this notice, or the rates applicable to your property, please contact the District at grizzlyranchcsd@gmail.com.

Please note that there is a 120-day statute of limitations from the effective date of the resolution adopting the charges set forth herein to challenge the water or wastewater base and usage rates.

Proceedings for Standby Charges

The proposed increase in the standby charge requires a Proposition 218 assessment proceeding. Property owners may appear at the hearing to make comments regarding the proposed change. Property owners may submit a ballot to indicate their support or opposition to the standby charges

Ballots may be mailed or dropped off during business hours at 4456 Grizzly Rd. Portola, CA 96122. Each ballot must include (1) the name and signature of the property owner; (2) the parcel street address or assessor's parcel number; and (3) support or opposition to the proposed standby charges.

Protests submitted by email or other electronic means do not count as formal protests. All ballots protesting the standby charges must be received prior to the conclusion of the public comment portion of the public hearing on November 14, 2023. Please identify on the front of the envelope for any protest, whether mailed or submitted in person: "Public Hearing: Standby Charges." Use the pre-addressed and pre-paid envelope included.

At the time of the public hearing, the Board of Directors will hear and consider all ballots and public comments. Oral Comments at the public hearing will not qualify as formal protests unless accompanied by a ballot. After the public hearing, if a majority protest is received – that is, the number of ballots submitted in opposition to the standby charges exceeds the number of ballots submitted in favor of the standby charges, the standby charges will not be imposed. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property.

The rate study and Engineer's report provided by DOWL Engineering is available on the CSD website, www.grizzlyranchcsd.com.

The Grizzly Ranch Community Service District has the responsibility to provide water and sewer services to the Grizzly Ranch Community. The cost of providing these services has increased and the district needs to ensure adequate reserves to maintain these services.

Best Regards,
Larry Smith, General Manager
Grizzly Ranch CSD

A handwritten signature in black ink, appearing to be "Larry Smith", written over a horizontal line.



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

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the Beckwourth Fire District, a special district organized and existing under the laws of the State of California (the "District") and Kenny Osburn ("Employee"). It is effective _ ("the Effective Date"). September 27, 2023 month-by-month interim basis

This Agreement is entered into on the basis of the following facts, among others:

- A. The Board of Directors of the District (the "Board of Directors") has appointed Employee as the Interim Fire Chief of the District, and Employee has accepted this appointment.
- B. The District and Employee desire to establish specific terms and conditions relating to compensation, performance evaluations, and related matters.

BASED UPON THE FOREGOING, DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

1. Duties of Employee. Employee shall perform the duties established for the Fire Chief by State law, the Fire Chief job description the directions of the Board of Directors, or as otherwise provided by law, ordinance, or regulation. The Fire Chief shall report directly to the Board of Directors when working as Fire Chief.

(a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the District. Employee shall devote Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the District's business and affairs.

(b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the legal limits of the District, except as may be pre-approved by the Board of Directors on a case-by-case basis. This prohibition shall not apply to any business venture where Employee's sole interest in the venture is a community property interest, provided that Employee does not actively participate in the venture. Employee's activities through his business, First Alarm Services, LLC, and his teaching engagements/services, shall not be considered a conflict with the District during non-working hours.

(c) Hours of Work. Employee is a salaried employee and is expected to work approximately thirty-six (36) hours per week, nine (9) hours per day as Interim Fire Chief. Employee is encouraged to respond to calls after regular business hours when available. However, nothing in this Agreement is intended to interfere with Employee's ability to engage in personal pursuits when Employee is off-duty. Remote work for special projects and inclement weather may be included in weekly hours. All observed holidays shall be considered hours worked.

(d) Certification. If the District pays for all or a portion of the cost for Employee to attend a Course, Employee shall remain employed as the District Fire Chief for at least two (2) full years after Employee receives the Certification. If Employee does not remain employed as the District Fire Chief for at least two (2) full years after receiving the Certification, Employee shall, and hereby agrees to, reimburse the District for the total cost, if any, to the District of the Course. Any repayment shall occur within four (4) months of Employee's separation from the District.

(e) Monthly Meetings. Employee shall organize and facilitate one (1) fire department business meeting and three (3) fire training and emergency services meetings each month. Each of these meetings shall occur on a separate Monday night. In addition, Employee shall attend each monthly Board of Directors meeting and present a Fire Chief's monthly report to the Board of Directors at that meeting.

2. Term. The term of this Agreement shall be from the Effective Date month-by-month, unless terminated earlier by either party.

3. Evaluations. At least annually and as often as deemed appropriate by the Board of Directors, the Board of Directors shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the Board of Directors' goals and objectives which Employee shall be tasked with implementing. This evaluation can take the form as determined by the Board of Directors and may be formal or informal in nature. Even outside the performance evaluation process, the Board of Directors can provide input and direction regarding Employee's performance.

4. Compensation.

(a) Compensation as Interim Fire Chief. Employee will be paid \$2,888.81 per pay period. Meal breaks shall be included in paid hours as part of the Fire Chief's regular nine (9) hour day.

(b) Annual Compensation Adjustments. The Board of Directors may, at its sole discretion, grant Employee such increases in compensation as the Board of Directors deems appropriate at any time. Employee is not guaranteed any increases in compensation, except for the 2% merit increase, if the budget allows, per Policy and Procedure 2301.7.1.

5. Termination of Employment.

(a) No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as Interim Fire Chief. Employee understands and agrees that Employee works at the will and pleasure of the Board of Directors, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the Fire Chief in writing. "Termination," as used in this Agreement, shall also include 1) District's notice of non-renewal of the Agreement under Section 2; 2) a request that the Employee resign as Interim Fire Chief; or 3) the elimination of the Interim Fire Chief's position. Placement on paid administrative leave is not considered a termination of employment.

(b) Termination Immediately Before or Following Board of Directors Election. No action by the Board of Directors to terminate Employee, other than for gross mismanagement or an act of moral turpitude, will be made within ninety (90) days either before a Board of Directors election or immediately following a Board of Directors election. Nothing in this Section 5 alters the "at will" status of Employee's employment with District.

(c) Notice Required Of Employee. Employee may voluntarily terminate employment at any time. In the event District terminates Employee's employment, District reserves the right to place Employee on paid administrative leave for any or all of the required notice period.

(d) Payment Upon Termination. Upon termination, Employee will be paid any and all wages accrued to date. Employee is not entitled to any additional compensation upon termination.

6. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

7. Sick Leave. The employee will not accrue any sick time while working month-to-month as an interim employee. Employee is eligible for the mandated 24 hours of sick time as required by State of California which is the Paid Sick Leave Law.

8. Waiver of Benefits. Unless otherwise required by law, Employee shall not receive any benefits from the District and hereby waives any claim of entitlement to benefits. This waiver extends to any and all health and welfare benefits (including medical, dental, and vision insurance), vacation leave, and holiday pay.

9. Payment of Expenses of Employment. The District shall pay the following usual and customary employment expenses.

(a) The cost of any fidelity or other bonds required by law for the Fire Chief.

(b) Subject to Section 6 of this Agreement, the cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code §810 *et seq.*), or otherwise. Notwithstanding the foregoing, District's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

(c) Subject to budget approval, reasonable dues for Employee's membership in professional organizations associated with the office of Fire Chief. The District will allow Employee reasonable time away from the District to participate in the annual conferences of these organizations. Any such time will not be compensated as hours worked, unless the District requires Employee to attend these annual conferences.

(d) Subject to budget approval, the cost of attending conferences or other events (i.e. retirement dinners, out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties would be paid by the District. The District does not require Employee to participate in service clubs and will not reimburse Employee for any expenses related to membership in service clubs.

All reimbursements shall be pre-approved by the Board of Directors and subject to District's applicable reimbursement and training policies.

10. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

- (i) served personally; or
- (ii) sent by facsimile (provided a hard copy is mailed within one (1) business day); or
- (iii) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or
- (iv) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

District:

Beckwourth Fire District

Attn: Chairman, BOD
180 Main Street
Beckwourth, CA 96129
Phone : 530-832-1008

EMPLOYEE: Kenny Osburn
2150 Whiskey Springs Rd
Reno, NV 89510

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(i) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the District for such amounts paid;

(ii) if the District pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse District such amounts paid; and

(iii) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the District shall be fully reimbursed to the District or void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(d) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

(e) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(f) Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

(g) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and District agree that venue for any dispute shall be in Plumas County, California.

(h) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

(i) No Assignment. Employee may not assign this Agreement in whole or in part.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

DISTRICT:

BECKWOURTH FIRE DISTRICT, a
California special district

By: _____
Chairman
Board of Directors

Dated: _____, 2023

EMPLOYEE:

KENNY OSBURN

By: _____
Kenny Osburn

Dated: _____, 2023

