

Arrowbear Park County Water District

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

DATE: August 17, 2023
TIME: 6:30 p.m. Open Session

APCWD BOARD OF DIRECTORS
P.O. Box 4045
Arrowbear Lake, CA 92382-4045

POSTING: This agenda was
posted prior to 5:00 p.m. on
August 11, 2023 per Policy #5020.40

MEETING LOCATION
Arrowbear Park County Water District Office
2365 Fir Drive
Arrowbear Lake, CA 92382

OPEN SESSION

- A. CALL TO ORDER – Terisa Bonito, President
- B. PLEDGE OF ALLEGIANCE TO THE FLAG
- C. AGENDA POSTING CERTIFICATION
- D. ROLL CALL
- E. PUBLIC COMMENT

This portion of the agenda is reserved for the public to discuss matters of interest, within the District's jurisdiction, which are *not on the agenda*. For public comment on items not on the agenda, no action may be taken by the Board, except to refer the matter to staff and/or place it on a future agenda. It is in the best interest of the person speaking to the Board to be concise and to the point. *A time limit of five minutes per individual will be allowed.* Visitors are reminded to please refrain from making comments or talking amongst themselves while the meeting is in progress. Public comments may be made when a Discussion/Action Item is being discussed, provided the visitor raises their hand *and* are recognized by the President.

F. CONSENT AGENDA

The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion, unless an item is withdrawn by a Board member for questions or discussion. Any person wishing to speak on the Consent or Open agenda may do so by raising their hand and being recognized by the President.

- A) Minutes of Regular Meeting, July 20, 2023.
- B) Minutes of Special Meeting, July 27, 2023.
- C) Minutes of Special Meeting, July 28, 2023.
- D) Summary of Bank Balances / Income & Expense Summary.
- E) Expense & Budget Reports.
- F) Vacation and Sick Leave Balances.

G. STAFF REPORTS

A) Water & Sewer Field Operations Supervisor Weber

1. Monthly Report

B) Chief Lindley

1. Calls for the previous month.

C) General Manager Huff

1. Administrative Highlights.
2. Introduction of new General Manager, Ben Magaña, Jr.

Excuse Staff not needed for Action Items

H. DISCUSSION / ACTION ITEMS

A) Fire Department

1. Discussion with motion to approve Resolution 2023-8-17 Approving the Department of Forestry and Fire Protection Agreement #7GF23002 and authorizing Chief Lindley as signatory.
Staff Recommendation: Approve Motion.
2. Discussion with review of Fire Dispatch RFPs (Con Fire JPA and Cal Fire BDU).
Motion to select and approve Resolution/Contract for desired dispatch service provider.
3. Discussion with motion to allocate reserve funds from 3-3125 Unrestricted Reserves in the amount of \$15,000.00 to 3-8000 Replacement - Vehicles for purchasing Brush Patrol utility bed/box with pump and tank.
Staff Recommendation: Approve Motion.

B) Board

4. Discussion with motion to approve the General Manager Employment Agreement with Ben Magaña, Jr.
5. Discussion with motion as needed to approve a new policy #2175 Mentoring Program.
6. Discussion with motion as needed to equalize upper pay range of Administrative Secretary III and Field Operations Supervisor to upper range of the salary schedule of the Administrative Secretary III, currently at \$52.07 per hour.
7. Discussion with motion as needed to allocate reserve funds from 1-3115 Unrestricted Replacement - Equipment in the amount of \$3,500.00 to 1-8010 Replacement - Equipment to purchase hydrant flow testing equipment.

I. ANNOUNCEMENTS / REPORTS

A) President

B) Board Members

C) Staff

The next Regular Board Meeting will be September 21, 2023 at 6:30 p.m.

J. ADJOURNMENT

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Caroline Rimmer, Board Secretary at (909) 867-2704 at least 48 hours before the meeting, if possible.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 2365 Fir Dr., Arrowbear Lake, during normal business hours.

NOT APPROVED

Arrowbear Park County Water District

Regular Meeting

July 20, 2023

6:30 PM

The regular meeting of the Board of Directors of Arrowbear Park County Water District was held July 20, 2023, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Terisa Bonito
Vice-President Mark Bunyea
Director Seth Burt
Director Paul Miller
Director Sheila Wymer

Directors who were absent:

None

Also present were the following:

General Manager Huff
Secretary Rimmer
Field Operations Supervisor Weber
Chief Lindley
Legal Counsel Brad Neufeld

Visitors present:

Ouida Rendelman
Craig Carpenter

Open Session

President Bonito called the meeting to order. Secretary Rimmer led the recitation of the Pledge of Allegiance. President Bonito certified the posting of the agenda. President Bonito performed a roll call, Directors that were present: Directors Miller, Wymer, Bonito, Bunyea, and Burt.
Directors that were absent: None

Public Comments:

There were no public comments.

Approval of Consent Agenda:

Director Wymer made a motion to accept the consent agenda, second was by Director Miller.
Motion passed by unanimous vote.

Ayes: Miller, Wymer, Bonito, Bunyea, and Burt

Nays: None

Abstain: None

Absent: None

Adjournment of Open Session: 6:39 PM

Closed Session began: 6:40 PM

Closed session is being held pursuant to Government Code section 54957.6, Conference with Labor negotiator. District designated representative: Brad Neufeld of Varner and Brandt.
Unrepresented employee: General Manager

Adjournment of Closed Session: 7:02 PM

Open Session began: 7:04 PM

Public announcement of action taken (if any) during Closed Session.

There was no reportable action taken by the Board in Closed Session.

Presentation by Brad Neufeld of Varner Brandt:

Legal Counsel Brad Neufeld of Varner Brandt gave a presentation for the Board for best hiring practices when interviewing candidates for the General Manager position.

President Bonito excused Brad Neufeld.

Staff Reports:

- A) Field Operations Supervisor Weber reported on the monthly maintenance issues for the month of June and concluded his report by informing the Board of continued meter box repairs/replacements.
- B) Chief Lindley reviewed the calls for the month of June and thanked the Board for coming to the Fire Fighter's Annual Picnic.
- C) General Manager Huff reported that he was working on Audit preparations, asked the Board for their input regarding inserts in the July bills notifying customers of the July rate increase, and notified the Board that the District will probably receive a substantial credit for the FY 2022 – 2023 from Running Springs Water District for the Waste Water Treatment Plant that he believes is due to the District's continuing efforts to seal manholes.

Discussion / Action Items:

- A) Fire Department
 - 1. There was a discussion regarding Resolution #2023-6-15, the adoption of Fire Department cost recovery fees. Chief Lindley's contact for additional explanation of how the fees would be collected was unable to be present. There was no action taken.
 - 2. There was a discussion regarding allocating reserve funds from 3-3110 Unrestricted Replacement – Facilities in the amount of \$7,500.00 to 3-8005-0063 Station Modification to replace the apparatus bay door motor for Engine 271 and Water Tender 271 and finish the repair work to the driveway apron of the fire station. Motion to allocate reserve funds from 3-3110 Unrestricted Replacement – Facilities in the amount of \$7,500.00 to 3-8005-0063 Station Modification was made by Director Wymer, seconded by Vice President Bunyea, and approved by a unanimous vote.
Ayes: Burt, Bunyea, Bonito, Wymer, and Miller.
Nays: None
Abstain: None
Absent: None
 - 3. There was a discussion regarding authorizing the Fire Chief to enter into a Memorandum of Understanding (MOU), with the California Fire Foundation's (CFF), Supplying Aid to Victims of Emergency (SAVE) Program. Motion to authorize the Fire Chief to enter into a MOU with the CFF SAVE Program was made by Director Wymer, seconded by Director Burt, and approved by a unanimous vote.
Ayes: Burt, Bunyea, Bonito, Wymer, and Miller.
Nays: None
Abstain: None
Absent: None

B) Board

4. There was a discussion regarding the IRS COVID Relief payroll tax refunds. A motion to not allocate the funds from the IRS until a detailed analysis of how the District qualified for the IRS Refund is completed was made by President Bonito, seconded by Vice President Bunyea, and approved by a unanimous vote.

Ayes: Burt, Bunyea, Bonito, Wymer, and Miller

Nays: None

Abstain: None

Absent: None

5. There was a discussion regarding Resolution #2023-07-20 and the Lease Agreement with Leasing2, Inc. for the lease of a Skidsteer and related attachments, Sewer Jetter, and Sewer Inspection Unit. The motion to approve Resolution #2023-07-20 and the Lease Agreement with Leasing2, Inc. for the lease of a Skidsteer and related attachments, Sewer Jetter, and Sewer Inspection Unit was made by Director Miller, seconded by Director Wymer, and approved by a unanimous vote

Ayes: Miller, Wymer, Bonito, Bunyea, and Burt

Nays: None

Abstain: None

Absent: None

6. There was a discussion with a Motion to approve appointing Halliday & Co. as auditors for the FY 2022-2023 Audit and authorize General Manager Huff to execute the engagement agreement. The motion to approve appointing Halliday & Co. as auditors for the FY 2022-2023 Audit and authorize General Manager Huff to execute the engagement agreement was made by President Bonito, seconded by Director Miller, and approved by a unanimous vote

Ayes: Burt, Bunyea, Bonito, Wymer, and Miller

Nays: None

Abstain: None

Absent: None

7. There was a discussion with a Motion to draft a new General Manager Employment Agreement. The motion to authorize Legal Counsel Brad Neufeld to draft a new General Manager Employment Agreement was made by Vice President Bunyea, seconded by Director Miller, and approved by a unanimous vote

Ayes: Burt, Bunyea, Bonito, Wymer, and Miller

Nays: None

Abstain: None

Absent: None

8. There was a report from the Personnel Committee regarding the General Manager recruiting and transition process, requirements, dates, and milestones.

Adjournment of Open Session: 8:28 PM

The Board took a brief recess.

Closed Session began: 8:39 PM

Closed session was being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment, ... of a public employee. Position: General Manager

Adjournment of Closed Session: 10:12 PM

Open Session Began: 10:13 PM

Public announcement of action taken (if any) during Closed Session.

There was no reportable action taken by the Board in Closed Session.

Announcements:

- A) The President had no announcements.
- B) The Board had no announcements.
- C) Staff had no announcements.

The next Regular Board Meeting will be August 17, 2023, at 6:30 PM.

Adjournment of Open Meeting

There being no further business, President Bonito adjourned the meeting at 10:22 PM.

Terisa Bonito, President

Caroline V. Rimmer, Secretary

NOT APPROVED

Arrowbear Park County Water District
Special Meeting
July 27, 2023
5:00 PM

This special meeting of the Board of Directors of Arrowbear Park County Water District was held July 27, 2023, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Terisa Bonito
Vice-President Mark Bunyea
Director Seth Burt
Director Paul Miller
Director Sheila Wymer

Directors who were absent:

None

Also present were the following:

General Manager Huff

Visitors present:

None

Open Session

President Bonito called the meeting to order. Director Wymer led the recitation of the Pledge of Allegiance. President Bonito certified the posting of the agenda. President Bonito performed a roll call, Directors that were present: Directors Miller, Wymer, Bonito, Bunyea, and Burt. Directors that were absent: None

Public Comments:

There were no public comments.

Adjournment of Open Session: 5:09 PM

Closed Session began: 5:10 PM

Closed session is being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment,...of a public employee. Position: General Manager

Adjournment of Closed Session: 8:05 PM

Open Session began: 8:05 PM

Public announcement of action taken (if any) during Closed Session.

There was no reportable action taken by the Board in Closed Session.

Announcements:

- A) The President had no announcements.
- B) The Board had no announcements.
- C) Staff had no announcements.

Adjournment of Open Meeting

There being no further business, President Bonito adjourned the meeting at 8:20 PM.

Terisa Bonito, President

Caroline V. Rimmer, Secretary

NOT APPROVED

Arrowbear Park County Water District Special Meeting July 28, 2023 5:00 PM

This special meeting of the Board of Directors of Arrowbear Park County Water District was held July 27, 2023, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Terisa Bonito
Vice-President Mark Bunyea
Director Seth Burt
Director Paul Miller
Director Sheila Wymer

Directors who were absent:

None

Also present were the following:

General Manager Huff

Visitors present:

None

Open Session

President Bonito called the meeting to order. General Manager Huff led the recitation of the Pledge of Allegiance. President Bonito certified the posting of the agenda. President Bonito performed a roll call, Directors that were present: Directors Miller, Wymer, Bonito, Bunyea, and Burt. Directors that were absent: None

Public Comments:

There were no public comments.

Adjournment of Open Session: 5:09 PM

Closed Session began: 5:10 PM

Closed session is being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment,...of a public employee. Position: General Manager

Adjournment of Closed Session: 8:10 PM

Open Session began: 8:10 PM

Public announcement of action taken (if any) during Closed Session.

There was no reportable action taken by the Board in Closed Session.

Announcements:

- A) The President had no announcements.
- B) The Board had no announcements.
- C) Staff had no announcements.

Adjournment of Open Meeting

There being no further business, President Bonito adjourned the meeting at 8:12 PM.

Terisa Bonito, President

Caroline V. Rimmer, Secretary

SUMMARY OF BANK BALANCES

7/1/2023 to 7/31/2023

	GENERAL ACCOUNTS	RESTRICTED ACCOUNTS
	First Foundation Bank	CALPers OPEB
Account Beginning Balance	\$ 241,017.93	\$ 208,548.97
5Total Cleared Deposits - 47	\$ 91,792.74	
Total Cleared Checks/Debits - 76	\$ (239,071.10)	
Interest earned (Investment Loss)	\$ 5.40	
Service Charge(s)	\$ -	
Ending Balance	\$ 93,744.97	\$ 208,548.97
Investment Accounts	LAIF GENERAL	CEPPT
Beginning Balance	\$ 797,278.40	\$ 17,860.40
Quarterly Interest		
Service Charge(s)		
Transfer From/To General Checking Account		
Ending Balance	\$ 797,278.40	\$ 17,860.40
TOTALS	\$ 891,023.37	\$ 226,409.37

SUMMARY OF INCOME & EXPENSES

	July 2023	YEAR TO DATE	BUDGET	REMAINING	%
TOTAL INCOME	\$ 112,698.08	\$ 112,698.08	\$1,465,800.00	\$ 1,353,101.92	7.69%
TOTAL OPERATING EXPENSES	\$ 167,895.49	\$ 167,895.49	\$1,363,958.05	\$ 1,196,062.56	12.31%
NET SURPLUS / (DEFICIT)	\$ (55,197.41)	\$ (55,197.41)	\$ 101,841.95	\$ 157,039.36	

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000	Sales And Fees	42,705.15	42,705.15	524,000.00	(481,294.85) (91.85)%
4010	Sales To Other Agencies	6,916.91	6,916.91	65,000.00	(58,083.09) (89.36)%
5000	Property Taxes	0.00	0.00	7,800.00	(7,800.00) (100.00)%
5005	Standby Charges	2,046.94	2,046.94	37,000.00	(34,953.06) (94.47)%
5010	Interest Income	3,727.96	3,727.96	3,600.00	127.96 3.55%
5015	Late Charge Income	464.49	464.49	7,000.00	(6,535.51) (93.36)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	(7.62)	(7.62)	(500.00)	492.38 (98.48)%
5035	Other Fees Charges	167.70	167.70	6,500.00	(6,332.30) (97.42)%
	Total Income Categories	56,021.53	56,021.53	650,900.00	(594,878.47) (91.39)%
Expense Categories					
6000	Salaries Wages Mgmt	5,557.20	5,557.20	80,777.64	75,220.44 93.12%
6005	Salaries Wages Office Reg	3,437.67	3,437.67	49,660.88	46,223.21 93.08%
6010	Salaries Wages Office Ot	0.00	0.00	858.76	858.76 100.00%
6015	Salaries Wages Field Reg	8,940.88	8,940.88	109,811.04	100,870.16 91.86%
6020	Salaries Wages Field Ot	1,231.84	1,231.84	12,290.22	11,058.38 89.98%
6035	Payroll Taxes	1,462.65	1,462.65	20,066.69	18,604.04 92.71%
6100	Benefits Retirement	1,547.91	1,547.91	19,516.44	17,968.53 92.07%
6105	Benefits Dental Insurance	357.44	357.44	4,289.33	3,931.89 91.67%
6110	Benefits Health Ins Active	4,307.49	4,307.49	52,806.06	48,498.57 91.84%
6115	Benefits Health Ins Retired	2,650.19	2,650.19	35,907.69	33,257.50 92.62%
6116	Benefits OPEB	0.00	0.00	9,000.00	9,000.00 100.00%
6118	CEPPT Trust	0.00	0.00	12,000.00	12,000.00 100.00%
6120	Training	0.00	0.00	900.00	900.00 100.00%
6200	Director Fees	0.00	0.00	8,911.14	8,911.14 100.00%
6205	Director Training Conference	0.00	0.00	120.00	120.00 100.00%
6210	Board Misc	28.29	28.29	240.00	211.71 88.21%
6300	Prof Svcs Legal	2,803.21	2,803.21	1,800.00	(1,003.21) (55.73)%
6305	Prof Svcs Accounting	0.00	0.00	1,680.00	1,680.00 100.00%
6310	Prof Svcs Engineering	0.00	0.00	250.00	250.00 100.00%
6315	Prof Svcs Audit	0.00	0.00	11,560.00	11,560.00 100.00%
6320	Prof Svcs Dues Membership Fees	500.66	500.66	5,160.00	4,659.34 90.30%
6325	Prof Svcs Bank Fees Charges	847.06	847.06	5,920.00	5,072.94 85.69%
6330	Prof Svcs Regulatory Fees	90.00	90.00	4,400.00	4,310.00 97.95%
6335	Prof Svcs Testing Lab	152.00	152.00	4,500.00	4,348.00 96.62%
6340	Prof Svcs Computer Network	0.00	0.00	1,370.00	1,370.00 100.00%
6345	Prof Svcs Misc	7.20	7.20	1,080.00	1,072.80 99.33%
6400	Office Supplies	7.74	7.74	720.00	712.26 98.92%
6405	Office Printing	61.02	61.02	960.00	898.98 93.64%
6410	Office Postage	92.55	92.55	4,680.00	4,587.45 98.02%
6415	Office Software Computer	0.00	0.00	240.00	240.00 100.00%
6420	Office Equipment/Furniture	0.00	0.00	240.00	240.00 100.00%
6425	Office Misc	0.00	0.00	120.00	120.00 100.00%
6500	Insurance Workers Comp	17,142.53	17,142.53	18,122.92	980.39 5.41%
6505	Insurance Property Liability Vehicle	0.00	0.00	24,600.00	24,600.00 100.00%
6600	Vehicle Maintenance	346.32	346.32	3,300.00	2,953.68 89.51%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6605 Vehicle Fuel	291.07	291.07	6,600.00	6,308.93	95.59%
6700 Utility Phone Internet	299.04	299.04	3,500.00	3,200.96	91.46%
6705 Utility Gas	52.08	52.08	2,880.00	2,827.92	98.19%
6710 Utility Electric Facilities	109.34	109.34	1,080.00	970.66	89.88%
6715 Utility Electric Pumping	3,397.72	3,397.72	30,000.00	26,602.28	88.67%
6720 Utility Security	126.00	126.00	768.00	642.00	83.59%
6800 Operations Routine Maint	274.79	274.79	3,000.00	2,725.21	90.84%
6805 Operations Repairs	43.64	43.64	6,500.00	6,456.36	99.33%
6810 Operations Inspecting/Testing	204.00	204.00	400.00	196.00	49.00%
6815 Operations Facilities	0.00	0.00	1,000.00	1,000.00	100.00%
6820 Operations Tools Equipment	25.45	25.45	2,000.00	1,974.55	98.73%
6825 Operations Uniforms	204.95	204.95	720.00	515.05	71.53%
6830 Operations Safety Equipment	30.92	30.92	900.00	869.08	96.56%
6837 Water Standby Purchase	2,463.00	2,463.00	2,463.00	0.00	0.00%
Total Expense Categories	<u>59,093.85</u>	<u>59,093.85</u>	<u>569,669.81</u>	<u>510,575.96</u>	<u>89.63%</u>
Net Surplus/(Deficit)	<u>(3,072.32)</u>	<u>(3,072.32)</u>	<u>81,230.19</u>	<u>(84,302.51)</u>	<u>(103.78)%</u>
Master Plan Expenses					
0059 Hwy 18 Pipeline	0.00	0.00	420,000.00	420,000.00	100.00%
0062 Pine Ridge	0.00	0.00	18,500.00	18,500.00	100.00%
0066 Snowblower	300.00	300.00	0.00	(300.00)	0.00%
0070 Dewatering Pump	0.00	0.00	2,000.00	2,000.00	100.00%
0072 23-24 Main Repl Equip	0.00	0.00	3,000.00	3,000.00	100.00%
0073 Pump Sta Fence	28.28	28.28	3,200.00	3,171.72	99.12%
0075 Water Equip. Lease	0.00	0.00	12,440.05	12,440.05	100.00%
Total Master Plan Expenses	<u>328.28</u>	<u>328.28</u>	<u>459,140.05</u>	<u>458,811.77</u>	<u>99.93%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000	Sales And Fees	44,007.68	44,007.68	532,000.00	(487,992.32) (91.73)%
5000	Property Taxes	0.00	0.00	5,200.00	(5,200.00) (100.00)%
5005	Standby Charges	4,009.10	4,009.10	75,000.00	(70,990.90) (94.65)%
5010	Interest Income	1,553.32	1,553.32	2,400.00	(846.68) (35.28)%
5015	Late Charge Income	615.71	615.71	6,500.00	(5,884.29) (90.53)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	(0.62)	(0.62)	400.00	(400.62) (100.16)%
5035	Other Fees Charges	222.30	222.30	6,500.00	(6,277.70) (96.58)%
	Total Income Categories	50,407.49	50,407.49	628,500.00	(578,092.51) (91.98)%
Expense Categories					
6000	Salaries Wages Mgmt	3,031.20	3,031.20	33,657.35	30,626.15 90.99%
6005	Salaries Wages Office Reg	1,875.27	1,875.27	20,692.04	18,816.77 90.94%
6010	Salaries Wages Office Ot	0.00	0.00	357.82	357.82 100.00%
6015	Salaries Wages Field Reg	4,814.32	4,814.32	73,207.36	68,393.04 93.42%
6020	Salaries Wages Field Ot	662.80	662.80	8,193.48	7,530.68 91.91%
6035	Payroll Taxes	792.36	792.36	10,696.31	9,903.95 92.59%
6100	Benefits Retirement	838.29	838.29	13,010.96	12,172.67 93.56%
6105	Benefits Dental Insurance	194.04	194.04	2,328.43	2,134.39 91.67%
6110	Benefits Health Ins Active	2,330.90	2,330.90	29,642.80	27,311.90 92.14%
6115	Benefits Health Ins Retired	1,445.56	1,445.56	14,961.54	13,515.98 90.34%
6116	Benefits OPEB	0.00	0.00	6,000.00	6,000.00 100.00%
6118	CEPPT Trust	0.00	0.00	5,000.00	5,000.00 100.00%
6120	Training	0.00	0.00	200.00	200.00 100.00%
6200	Director Fees	0.00	0.00	3,712.98	3,712.98 100.00%
6205	Director Training Conference	0.00	0.00	50.00	50.00 100.00%
6210	Board Misc	11.80	11.80	100.00	88.20 88.20%
6300	Prof Svcs Legal	1,168.00	1,168.00	750.00	(418.00) (55.73)%
6305	Prof Svcs Accounting	0.00	0.00	700.00	700.00 100.00%
6310	Prof Svcs Engineering	0.00	0.00	200.00	200.00 100.00%
6315	Prof Svcs Audit	0.00	0.00	11,220.00	11,220.00 100.00%
6320	Prof Svcs Dues Membership Fees	208.61	208.61	2,650.00	2,441.39 92.13%
6325	Prof Svcs Bank Fees Charges	728.47	728.47	4,680.00	3,951.53 84.43%
6330	Prof Svcs Regulatory Fees	0.00	0.00	3,000.00	3,000.00 100.00%
6340	Prof Svcs Computer Network	0.00	0.00	1,150.00	1,150.00 100.00%
6345	Prof Svcs Misc	3.00	3.00	720.00	717.00 99.58%
6400	Office Supplies	5.16	5.16	300.00	294.84 98.28%
6405	Office Printing	25.42	25.42	400.00	374.58 93.64%
6410	Office Postage	61.70	61.70	3,120.00	3,058.30 98.02%
6415	Office Software Computer	0.00	0.00	100.00	100.00 100.00%
6420	Office Equipment/Furniture	0.00	0.00	100.00	100.00 100.00%
6425	Office Misc	0.00	0.00	50.00	50.00 100.00%
6500	Insurance Workers Comp	9,276.14	9,276.14	10,513.79	1,237.65 11.77%
6505	Insurance Property Liability Vehicle	0.00	0.00	16,400.00	16,400.00 100.00%
6600	Vehicle Maintenance	230.88	230.88	2,200.00	1,969.12 89.51%
6605	Vehicle Fuel	194.04	194.04	4,400.00	4,205.96 95.59%
6700	Utility Phone Internet	172.66	172.66	1,750.00	1,577.34 90.13%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6705 Utility Gas	26.08	26.08	1,900.00	1,873.92	98.63%
6710 Utility Electric Facilities	72.89	72.89	450.00	377.11	83.80%
6715 Utility Electric Pumping	892.03	892.03	8,500.00	7,607.97	89.51%
6720 Utility Security	68.25	68.25	439.00	370.75	84.45%
6800 Operations Routine Maint	425.62	425.62	500.00	74.38	14.88%
6805 Operations Repairs	0.00	0.00	500.00	500.00	100.00%
6810 Operations Inspecting/Testing	0.00	0.00	17,000.00	17,000.00	100.00%
6815 Operations Facilities	0.00	0.00	600.00	600.00	100.00%
6820 Operations Tools Equipment	16.96	16.96	1,400.00	1,383.04	98.79%
6825 Operations Uniforms	136.64	136.64	480.00	343.36	71.53%
6830 Operations Safety Equipment	20.62	20.62	600.00	579.38	96.56%
6835 Operations Treatment	0.00	0.00	235,000.00	235,000.00	100.00%
Total Expense Categories	<u>29,729.71</u>	<u>29,729.71</u>	<u>553,583.86</u>	<u>523,854.15</u>	<u>94.63%</u>
Net Surplus/(Deficit)	<u>20,677.78</u>	<u>20,677.78</u>	<u>74,916.14</u>	<u>(54,238.36)</u>	<u>(72.40)%</u>
Master Plan Expenses					
0044 RS Treatment Plant	0.00	0.00	123,370.00	123,370.00	100.00%
0066 Snowblower	200.00	200.00	0.00	(200.00)	0.00%
0071 Trash Pump	0.00	0.00	2,000.00	2,000.00	100.00%
0074 Sewer Equip. Lease	0.00	0.00	57,143.23	57,143.23	100.00%
Total Master Plan Expenses	<u>200.00</u>	<u>200.00</u>	<u>182,513.23</u>	<u>182,313.23</u>	<u>99.89%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4020	Paid Call From Other Agencies	0.00	0.00	30,000.00	(30,000.00) (100.00)%
5000	Property Taxes	5,262.08	5,262.08	332,000.00	(326,737.92) (98.42)%
5010	Interest Income	931.98	931.98	3,600.00	(2,668.02) (74.11)%
5020	Grant Income	0.00	0.00	30,000.00	(30,000.00) (100.00)%
5035	Other Fees Charges	75.00	75.00	20,000.00	(19,925.00) (99.63)%
	Total Income Categories	6,269.06	6,269.06	415,600.00	(409,330.94) (98.49)%
Expense Categories					
6000	Salaries Wages Mgmt	4,950.31	4,950.31	64,845.79	59,895.48 92.37%
6005	Salaries Wages Office Reg	936.66	936.66	12,415.22	11,478.56 92.46%
6010	Salaries Wages Office Ot	0.00	0.00	214.69	214.69 100.00%
6025	Salaries Wages Coverage	4,950.00	4,950.00	93,080.00	88,130.00 94.68%
6035	Payroll Taxes	449.23	449.23	6,097.32	5,648.09 92.63%
6100	Benefits Retirement	28,431.05	28,431.05	30,748.42	2,317.37 7.54%
6105	Benefits Dental Insurance	44.26	44.26	531.13	486.87 91.67%
6110	Benefits Health Ins Active	447.76	447.76	5,561.24	5,113.48 91.95%
6115	Benefits Health Ins Retired	722.79	722.79	8,976.92	8,254.13 91.95%
6118	CEPPT Trust	0.00	0.00	3,000.00	3,000.00 100.00%
6120	Training	0.00	0.00	5,000.00	5,000.00 100.00%
6200	Director Fees	0.00	0.00	2,227.79	2,227.79 100.00%
6205	Director Training Conference	0.00	0.00	30.00	30.00 100.00%
6210	Board Misc	7.06	7.06	60.00	52.94 88.23%
6300	Prof Svcs Legal	700.80	700.80	750.00	49.20 6.56%
6305	Prof Svcs Accounting	0.00	0.00	420.00	420.00 100.00%
6315	Prof Svcs Audit	0.00	0.00	11,220.00	11,220.00 100.00%
6320	Prof Svcs Dues Membership Fees	230.17	230.17	3,480.00	3,249.83 93.39%
6325	Prof Svcs Bank Fees Charges	109.72	109.72	650.00	540.28 83.12%
6340	Prof Svcs Computer Network	0.00	0.00	4,645.00	4,645.00 100.00%
6345	Prof Svcs Misc	91.80	91.80	4,900.00	4,808.20 98.13%
6400	Office Supplies	0.00	0.00	955.00	955.00 100.00%
6405	Office Printing	15.26	15.26	340.00	324.74 95.51%
6410	Office Postage	0.00	0.00	55.00	55.00 100.00%
6415	Office Software Computer	0.00	0.00	560.00	560.00 100.00%
6420	Office Equipment/Furniture	0.00	0.00	750.00	750.00 100.00%
6425	Office Misc	0.00	0.00	180.00	180.00 100.00%
6500	Insurance Workers Comp	15,274.39	15,274.39	15,447.52	173.13 1.12%
6505	Insurance Property Liability Vehicle	15,014.00	15,014.00	19,965.00	4,951.00 24.80%
6600	Vehicle Maintenance	0.00	0.00	14,600.00	14,600.00 100.00%
6605	Vehicle Fuel	1,144.33	1,144.33	6,500.00	5,355.67 82.39%
6700	Utility Phone Internet	176.67	176.67	2,750.00	2,573.33 93.58%
6705	Utility Gas	8.65	8.65	7,500.00	7,491.35 99.88%
6710	Utility Electric Facilities	680.92	680.92	4,970.00	4,289.08 86.30%
6720	Utility Security	120.75	120.75	741.00	620.25 83.70%
6800	Operations Routine Maint	0.00	0.00	250.00	250.00 100.00%
6810	Operations Inspecting/Testing	3,769.56	3,769.56	6,000.00	2,230.44 37.17%
6815	Operations Facilities	426.31	426.31	2,500.00	2,073.69 82.95%
6820	Operations Tools Equipment	23.49	23.49	2,500.00	2,476.51 99.06%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6825 Operations Uniforms	345.99	345.99	4,800.00	4,454.01	92.79%
6830 Operations Safety Equipment	0.00	0.00	12,000.00	12,000.00	100.00%
6840 Operations Medical Supplies	0.00	0.00	3,000.00	3,000.00	100.00%
6845 Operations Dispatching	0.00	0.00	8,050.00	8,050.00	100.00%
6850 Operations Fire Prevention Weed Abatement	0.00	0.00	4,300.00	4,300.00	100.00%
Total Expense Categories	<u>79,071.93</u>	<u>79,071.93</u>	<u>377,567.04</u>	<u>298,495.11</u>	<u>79.06%</u>
Net Surplus/(Deficit)	<u>(72,802.87)</u>	<u>(72,802.87)</u>	<u>38,032.96</u>	<u>(110,835.83)</u>	<u>(291.42)%</u>
 Master Plan Expenses					
0003 2016 Engine Lease Payments	0.00	0.00	48,528.01	48,528.01	100.00%
0013 Radios	0.00	0.00	35,000.00	35,000.00	100.00%
0063 Station Modifications	<u>10,449.05</u>	<u>10,449.05</u>	<u>17,500.00</u>	<u>7,050.95</u>	<u>40.29%</u>
Total Master Plan Expenses	<u>10,449.05</u>	<u>10,449.05</u>	<u>101,028.01</u>	<u>90,578.96</u>	<u>89.66%</u>

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Action Auto Repair	AC Repair - Escape	495.80	
		<u>495.80</u>	Transaction Total
Total Action Auto Repair		495.80	
Active 911	Active 911	15.00	
	FD	90.00	
		<u>105.00</u>	Transaction Total
Total Active 911		105.00	
All Star Fire Equipment, Inc.	SCBA Fit Test	450.00	
		<u>450.00</u>	Transaction Total
Total All Star Fire Equipment, Inc.		450.00	
Amazon	Office Supplies	12.90	
		<u>12.90</u>	Transaction Total
Total Amazon		12.90	
ATT	FD	23.49	
		<u>23.49</u>	Transaction Total
Total ATT		23.49	
Blake Matthews	06/25/23 - 07/08/23 (4) Hard Shifts	400.00	
	07/09/23 - 07/22/23 (4) Hard Shifts	350.00	
		<u>750.00</u>	Transaction Total
Total Blake Matthews		750.00	
CalPERS	06/21/23 - 07/04/23 #2	896.82	
	06/21/23 - 07/04/23 PERS #1	366.02	
	07/05/23 - 07/18/23 PERS	1,310.41	
		<u>2,573.25</u>	Transaction Total
Total CalPERS		2,573.25	
CalPers Fiscal Services Division	Safety Contribution - Unfunded Liability	28,244.00	
		<u>28,244.00</u>	Transaction Total
Total CalPers Fiscal Services Division		28,244.00	
CalPERS Health Ins	July 2023 Health Premium	11,943.97	
		<u>11,943.97</u>	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Total CalPERS Health Ins		11,943.97	
Charter Cable	Cable DO Jul 2023	177.96	
	July 2023 Cable FD	<u>149.98</u>	
		327.94	Transaction Total
Total Charter Cable		327.94	
Clinical Laboratory of SB Inc	Water Testing June 2023	<u>152.00</u>	
		152.00	Transaction Total
Total Clinical Laboratory of SB Inc		152.00	
Costco	Fuel	29.48	
	Postage	<u>125.50</u>	
		154.98	Transaction Total
Total Costco		154.98	
County of San Bernardino	Pump Station Fence Debris	<u>28.28</u>	
		28.28	Transaction Total
Total County of San Bernardino		28.28	
Crestline Lake Arrowhead Water A...	2023-2024 Annual Connection	<u>2,463.00</u>	
		2,463.00	Transaction Total
Total Crestline Lake Arrowhead W...		2,463.00	
D'Alesio, Inc.	Mag Panels - FD	<u>345.99</u>	
		345.99	Transaction Total
Total D'Alesio, Inc.		345.99	
De Lage Landen Financial Services...	Copier Lease Payment Jun 2023	<u>65.61</u>	
		65.61	Transaction Total
Total De Lage Landen Financial Se...		65.61	
Deluxe Business Forms	Check Order	<u>451.23</u>	
		451.23	Transaction Total
Total Deluxe Business Forms		451.23	
Ebay	Safety Equip.	<u>42.41</u>	
		42.41	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Total Ebay		42.41	
Endura Steel	Station Modifications - FD	<u>301.19</u>	
		301.19	Transaction Total
Total Endura Steel		301.19	
Freddie Rodriguez, Jr.	06/25/23 - 07/08/23 (2) Hard Shifts	100.00	
	07/09/23 - 07/22/23 (3) Hard Shifts	<u>250.00</u>	
		350.00	Transaction Total
Total Freddie Rodriguez, Jr.		350.00	
Frontier Communications	Warehouse Phone	<u>111.08</u>	
		111.08	Transaction Total
Total Frontier Communications		111.08	
Heartland PR Co	07/26/23 PR	120.51	
	PR 07/12/23	<u>120.51</u>	
		241.02	Transaction Total
Total Heartland PR Co		241.02	
Iconix Waterworks Inc	Repairs DO	<u>43.64</u>	
		43.64	Transaction Total
Total Iconix Waterworks Inc		43.64	
Indeed, Inc.	Job Posting	<u>12.00</u>	
		12.00	Transaction Total
Total Indeed, Inc.		12.00	
Inland County Insurance Services ...	07/01/23 - 04/01/24 Fire Premium	<u>15,014.00</u>	
		15,014.00	Transaction Total
Total Inland County Insurance Ser...		15,014.00	
Invoice Cloud	July 2023 CC Processing Chgs - Inv. Cloud	<u>185.20</u>	
		185.20	Transaction Total
Total Invoice Cloud		185.20	
Jason Weber	Uniform Reimb.	<u>176.35</u>	
		176.35	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Total Jason Weber		176.35	
John Lisee Pumps Inc	10 - Flanges	<u>425.62</u>	
		425.62	Transaction Total
Total John Lisee Pumps Inc		425.62	
Joseph Carpenter	06/25/23 - 07/08/23 (3) Hard Shifts	125.00	
	07/09/23 - 07/22/23 (2) Hard Shifts - Probationary	<u>100.00</u>	
		225.00	Transaction Total
Total Joseph Carpenter		225.00	
Josue Macuil	06/25/23 - 07/08/23 (2) Hard Shifts	<u>250.00</u>	
		250.00	Transaction Total
Total Josue Macuil		250.00	
Logan Stinson	Reimb. for Wrok Boots	<u>40.24</u>	
		40.24	Transaction Total
Total Logan Stinson		40.24	
Lowes	Facilities FD	239.72	
	FD Station Modifications	<u>1,707.99</u>	
		1,947.71	Transaction Total
Total Lowes		1,947.71	
Macwest Services	Change Order for Station Remodel	1,365.00	
	Final Phase of Remodel at FD	<u>5,138.00</u>	
		6,503.00	Transaction Total
Total Macwest Services		6,503.00	
Managsorn Mekchai	06/25/23 - 07/08/23 (2) Hard Shifts	200.00	
	07/09/23 - 07/22/23 (3) Hard Shifts	<u>300.00</u>	
		500.00	Transaction Total
Total Managsorn Mekchai		500.00	
Max Taylor	06/25/23 - 07/08/23 (4) Hard Shifts	350.00	
	07/09/23 - 07/22/23 (2) Hard Shifts	<u>200.00</u>	
		550.00	Transaction Total
Total Max Taylor		550.00	

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Mesquit's Janitorial Supplies	Cleaning Supplies FD	<u>186.59</u>	
		<u>186.59</u>	Transaction Total
Total Mesquit's Janitorial Supplies		186.59	
Municipal Emergency Services	SCBA TEsting - FD	<u>2,565.18</u>	
		<u>2,565.18</u>	Transaction Total
Total Municipal Emergency Services		2,565.18	
Muskox, LLC	Deposit on Muskoc	<u>500.00</u>	
		<u>500.00</u>	Transaction Total
Total Muskox, LLC		500.00	
Nathanael Kahlen	06/25/23 - 07/08/23 (2) Hard Shifts	<u>200.00</u>	
		<u>200.00</u>	Transaction Total
Total Nathanael Kahlen		200.00	
Nicholas Novelich	06/25/23 - 07/08/23 (4) Hard Shifts	550.00	
	07/09/23 - 07/22/23 (6) Hard Shifts	<u>825.00</u>	
		<u>1,375.00</u>	Transaction Total
Total Nicholas Novelich		1,375.00	
Paya CC Processing	July 2023 CC Processing Chgs - Paya	<u>768.53</u>	
		<u>768.53</u>	Transaction Total
Total Paya CC Processing		768.53	
Robertson's	Cement for FD	<u>1,901.36</u>	
		<u>1,901.36</u>	Transaction Total
Total Robertson's		1,901.36	
RS Market	Board Mtg	<u>31.16</u>	
		<u>31.16</u>	Transaction Total
Total RS Market		31.16	
Ryan Brewart	07/09/23 - 07/22/23 (2) Hard Shifts	<u>225.00</u>	
		<u>225.00</u>	Transaction Total
Total Ryan Brewart		225.00	
Sams Club	Safety Equip.	<u>51.54</u>	

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
		<u>51.54</u>	Transaction Total
Total Sams Club		51.54	
San Bernardino County ATC Contr...	2023-2024 Apportionment	<u>834.44</u>	
		<u>834.44</u>	Transaction Total
Total San Bernardino County ATC ...		834.44	
SDRMA	WC 2023/2024	<u>41,693.06</u>	
		<u>41,693.06</u>	Transaction Total
Total SDRMA		41,693.06	
SecureTech Security, Inc.	Security - DO	105.00	
	Security - FD	105.00	
	Security - Warehouse	<u>105.00</u>	
		<u>315.00</u>	Transaction Total
Total SecureTech Security, Inc.		315.00	
So. Coast Emergency Vehicle Servi...	Pump Test - FD	<u>754.38</u>	
		<u>754.38</u>	Transaction Total
Total So. Coast Emergency Vehicl...		754.38	
Southern California Edison	Electric DO	182.23	
	Jul 2023 Pumps	<u>4,970.67</u>	
		<u>5,152.90</u>	Transaction Total
Total Southern California Edison		5,152.90	
Superior Automotive Warehouse	Tractor Maint. DO	5.62	
	Vehicle Maint. DO	<u>75.78</u>	
		<u>81.40</u>	Transaction Total
Total Superior Automotive Wareho...		81.40	
SWRCB-DWOCP	Weber D-3 Renewal Oper#33962	<u>90.00</u>	
		<u>90.00</u>	Transaction Total
Total SWRCB-DWOCP		90.00	
Tad Marshall DC	Physical - G. Nicholas FD	<u>90.00</u>	
		<u>90.00</u>	Transaction Total
Total Tad Marshall DC		90.00	

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
Technical Duplicator Services, Inc.	Copier July 2023	<u>36.09</u>	
		<u>36.09</u>	Transaction Total
Total Technical Duplicator Service...		36.09	
The Gas Company	Jul 2023 - Fir	57.64	
	Jul 2023 - Warehouse	<u>29.17</u>	
		<u>86.81</u>	Transaction Total
Total The Gas Company		86.81	
The Standard Life Insurance Com...	Dental Premium - July 2023	<u>595.74</u>	
		<u>595.74</u>	Transaction Total
Total The Standard Life Insurance...		595.74	
Timothy Fernandez, Jr.	T. Fernandez - Reimburse Work Boots/Pants	<u>125.00</u>	
		<u>125.00</u>	Transaction Total
Total Timothy Fernandez, Jr.		125.00	
Tyler Tran	06/25/23 - 07/08/23 (1) Hard Shift	<u>100.00</u>	
		<u>100.00</u>	Transaction Total
Total Tyler Tran		100.00	
United States Postal Service	Overnight to Leasing2, Inc.	<u>28.75</u>	
		<u>28.75</u>	Transaction Total
Total United States Postal Service		28.75	
USA Bluebook	Test Strips DO	<u>478.79</u>	
		<u>478.79</u>	Transaction Total
Total USA Bluebook		478.79	
Varner and Brandt	Jul 2023 Legal	<u>4,672.01</u>	
		<u>4,672.01</u>	Transaction Total
Total Varner and Brandt		4,672.01	
Verizon Wireless	After Hrs Phone	<u>84.35</u>	
		<u>84.35</u>	Transaction Total
Total Verizon Wireless		84.35	
Village Hardware	Station Remodel FD	<u>35.51</u>	

Arrowbear Park County Water District

Vendor Activity

From 7/1/2023 Through 7/31/2023

Vendor Name	Description	Expenses	
		35.51	Transaction Total
Total Village Hardware		35.51	
WEX Bank	Jul 2023 Fuel	1,599.96	
		1,599.96	Transaction Total
Total WEX Bank		1,599.96	
Zachary Kim	06/25/23 - 07/08/23 (4) Hard Shifts - Probationary	200.00	
	07/09/23 - 07/22/23 (6) Hard Shifts	225.00	
		425.00	Transaction Total
Total Zachary Kim		425.00	
Zoom	July 2023 Zoom	15.99	
		15.99	Transaction Total
Total Zoom		15.99	
Report Opening/Current Balance			
Report Transaction Totals		140,605.44	
Report Current Balances			

Status Report of Employee's Accumulated Days of Sick Leave & Vacation
Month of July 2023

	SICK TIME (HRS)						VACATION TIME (HRS)						COMP TIME (HRS)						
	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	
Norm	495.38	3.69	3.69	20.00	6.00	476.76	95.79	4.62	4.62	24.00	8.00	73.03							Norm
Jason	485.48	3.69	3.69		8.00	484.86	191.45	5.23	5.23			201.91	39.920					39.920	Jason
Caroline	198.12	3.69	3.69	0.75	4.50	200.25	79.19	4.62	4.62			88.43	26.250		4.500		2.750	28.000	Caroline
Logan	41.64	3.69	3.69		8.00	41.02	17.49	1.54	1.54			20.57	39.625					39.625	Logan
Tim	35.9	3.69	3.69			43.28	15.4	1.54	1.54			18.48	32.250	7.500	12.000	8.250	8.250	35.250	Tim

Notes:
SICK ACCRUAL CAP IS 500 HOURS
VACATION ACCRUAL CAP IS 240 HOURS
COMP TIME ACCRUAL CAP IS 40 HOURS

MONTHLY MAINTENANCE AND REPAIR REPORT

July 2023

#	DATE	METER #	ADDRESS	SVC	NOTES
1	07/01/23	0546	Cougar	3	Replace top meter box
2	07/02/23	0747	Cougar	1	After hours
3	07/03/23	0978	Dove/Hwy 18	5	2" Main on Dove
4	07/11/23	0806	Richmond	1	
5	07/14/23	0979	Forest	6	
6	07/17/23	0518	Lone Pine	1	
7	07/18/23	0406	Pine	1	
8	07/20/23	0978	Arrowbear	5	Repair hydrant lateral
9	07/21/23	0016	Truman	1	After hours
10	07/22/23	0063	Badger	1	After hours
11	07/25/23	0586	Lookout	4	
12	07/27/23	0979	Deep Creek	6	
13	07/29/23	0943	Arrowbear Ball Field	1	

SVC	DESCRIPTION	CALLS	ADDITIONAL INFORMATION
1	Customer requested turn off/on	7	New Owners. 3
2	District initiated shut off (leak, etc.)	0	Liens filed 0
3	District equipment repair	1	Liens Released 1
4	Meter reads/re-reads	1	Total Liens 5
5	Main Repairs	2	Shut off notices 60
6	Service Line Repairs	2	Non-payment shut offs 12
7	Customer Inquiry Requiring Investigation	0	Turn on after shut off 8
8	Sewer Issues/Repairs	0	Meters replaced 0
	Total Calls	13	

SUMMARY OF CALLS - JULY 2023

Date	Incident Type		District	Out		Time	Personnel								Total		
07/02/23	PSA	ABL	IN	19:51	20:03	0:12	147	200									2
07/09/23	Medical Aid	ABL	IN	12:30	13:20	0:50	147	200									2
07/19/23	TC	GVL	OUT	17:18	17:32	0:14	192	200									2
07/25/23	Medical Aid	RSP	OUT	11:45	12:06	0:21	198	202									2
07/26/23	Medical Aid	RSP	OUT	11:27	11:29	0:02	192	198									2
07/27/23	Medical Aid	GVL	OUT	22:59	23:27	0:28	185	199									0
07/29/23	PSA	ABL	IN	20:15	20:41	0:26	169	147	193								3
07/30/23	Veg Fire	LOM	OUT	3:15	3:23	0:08	147	200									2

Total Calls:	8	169 Paul Lindley	1	189 Tyler Tran	0
Total in District:	3	140 Rick Mesa	0	192 Ryan Brewart	2
Total Out of District:	5	146 Ryan Dorsett	0	193 Joyce Mekchai	1
		147 Nick Novelich	4	198 Max Taylor	2
		148 Keith Ortiz	0	199 Freddie Rodriguez	1
		167 Josue Macuil	0	200 Zachary Kim	4
		177 Tim Richard	0	201 Kennedy Toscano	0
		180 Nathan Kahlen	0	202 Joseph Carpenter	1
		181 Jacob Sanchez	0		
		185 Blake Matthews	1		

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Kahlen Mekchai Novelich
2 Kim Novelich	3 Kim	4 Carpenter Taylor	5 Carpenter Taylor	6 Rodriguez Matthews	7 Macuil Matthews	8 Kahlen Mekchai Novelich
9 Kim Novelich	10 Kim	11 Carpenter Taylor	12 Brewart Rodriguez	13 Matthews Rodriguez	14 Matthews	15 Matthews Mekchai Novelich
16 Kim Novelich	17	18 Carpenter Kim Taylor	19 Brewart Kim	20 Kim	21 Matthews Novelich Rodriguez	22 Mekchai Novelich Mekchai Novelich
23 Kim Mekchai Novelich	24 Kim	25 Carpenter Taylor	26 Taylor	27 Matthews	28 Rodriguez Matthews Taylor	29 Macuil Matthews Carpenter Mekchai Novelich
30 Kim Novelich	31 Kim					

RESOLUTION NO. 2023-8-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ARROWBEAR PARK COUNTY WATER DISTRICT AND THE ARROWBEAR LAKE
FIRE DEPARTMENT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT #7GF23002 FOR SERVICES FROM THE DATE OF LAST SIGNATORY
ON PAGE 1 OF THE AGREEMENT TO JUNE 30, 2024 UNDER THE VOLUNTEER
FIRE CAPACITY PROGRAM OF THE COOPERATIVE FORESTRY ASSISTANCE
ACT OF 1978.**

BE IT RESOLVED by the Board of Directors of the Arrowbear Park County Water District and the Arrowbear Lake Fire Department 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 Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$ \$8,539.24.

BE IT FURTHER RESOLVED that Paul Lindley, Fire Chief of said Arrowbear Lake Fire Department be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Arrowbear Park County Water District and the Arrowbear Lake Fire Department.

ADOPTED this 17th day of August, 2023.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Arrowbear Park County Water District, at a regular meeting thereof, held on the 17th day of August, 2023 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Dated: August 17, 2023

ARROWBEAR PARK COUNTY WATER DISTRICT

By _____
Terisa Bonito, President, Board of Directors

Certification of Resolution

Attest:

WITNESS MY HAND OR THE SEAL OF THE Arrowbear Park County Water District, on this 17th day of August, 2023.

Caroline Rimmer, Secretary of the Board
Arrowbear Park County Water District

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

APPLICANT:

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF23002

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.

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 \$ 8,539.24 (or project costs, whichever is less).

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

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By _____
Signature of Authorized Representative

Title

By _____
Title: **David Scheurich
Staff Chief, Cooperative Fire Programs**

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$8,539.24
GL UNIT 3540	BUD REF 001	CHAPTER 12
PROGRAM NUMBER 9999000FED	ENY 2023	ADJ. INCREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	ADJ. DECREASING ENCUMBRANCE \$ 0.00
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92750	UNENCUMBERED BALANCE \$ \$8,539.24

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

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

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 _____ 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 Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry 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 VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

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 Capacity Program 2023, 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, 2023 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 2023** 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 **\$8,539.24** 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, 2024.** 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, 2024 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 VFC, 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 "VFC 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 VFC 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 VFC Funds.

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

LOCAL AGENCY: _____

 Attention: _____

Telephone Number(s): _____

E-mail _____

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 VFC 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 VFC 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 VFC 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 VFC 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, 2024.
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 VFC 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.

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 1/2023

AGREEMENT NUMBER	3CA06332
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
Arrowbear Park County Water District

2. The term of this Agreement is: July 1, 2023 through June 30, 2026

3. The maximum amount of this Agreement is: \$ 30,990.00
Thirty Thousand, Nine Hundred Ninety Dollars, and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	5	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

California Department of General Services Use Only

LOCAL AGENCY'S NAME
Arrowbear Park County Water District

BY (Authorized Signature)

DATE SIGNED(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
PO Box 4045 Arrowbear, CA 92383-4045

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Assistant Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	Arrowbear Park County Water District
Name:		Name:	Paul Lindley
Phone:	(909) 881-6900	Phone:	(909) 867-3479
Fax:	(909) 881-6969	Fax:	(909) 867-2705

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	Arrowbear Park County Water District
Section/Unit:	San Bernardino	Section/Unit:	
Attention:	Patrick Aguada	Attention:	Paul Lindley
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 4045 Arrowbear, CA 92383-4045
Phone:	(909) 881-6900	Phone:	(909) 867-3479
Fax:	(909) 881-6969	Fax:	(909) 867-2705

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C. as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement 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.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS:** Time is of the essence in the performance of this agreement.

12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Unit: BDU

Agreement Total	\$30,990
-----------------	----------

Contract Name: Arrowhead Park Water District

Contract No.: 3CA06332

Page No.:

17

Fiscal Year 23/24	
PS 1 Total	\$0
OE 1 Total	\$10,330
TOTAL	\$10,330

Fiscal Year 24/25	
PS 1 Total	\$0
OE 1 Total	\$10,330
TOTAL	\$10,330

Fiscal Year 25/26	
PS 1 Total	\$0
OE 1 Total	\$10,330
TOTAL	\$10,330

Fiscal Year: 2023
 Index: 3500
 PCA: 37262
 PRC:
 Comments

Unit: BDU

Sub Total (+2%)	\$0
Admin	\$0
Total	\$0

Contract Name: Arrowbear Park County Water District
 Contract No.: 3CA06332
 Page No.: 18

Overtime Total: \$0

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "Arrowbear Park County Water District" and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Shane Littlefield
CAL FIRE Region Chief	Dave Fuller

Number of Positions	Classification/ad-ons (Pick from List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Overtime				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0

Page 54

Fiscal Year: 2023
 Index: 3500
 PCA: 57262
 PRC:

Uniform Benefits	\$0
Sub Total	\$27,667
Admin	\$3,323
Total	\$30,990

Contract Name: Arrowbear Park County Water District
 Contract No.: 3CA06332
 Page No.: 19

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2023 between "Arrowbear Park County Water District" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
COMMUNICATIONS	TC (7/1/23-11/30/23)	1.00	1.00	\$550	\$ 550	\$	550
COMMUNICATIONS	TC (12/1/23-11/30/24)	1.00	1.00	\$900	\$ 2,700	\$	2,700
COMMUNICATIONS	TC (12/1/24-11/30/25)	3.00	1.00	\$945	\$ 2,835	\$	2,835
COMMUNICATIONS	TC (12/1/25-6/30/26)	3.00	1.00	\$472	\$ 1,416	\$	1,416
COMMUNICATIONS	Services (7/1/23-6/30/24)	1.00	1.00	\$6105	\$ 6,105	\$	6,105
COMMUNICATIONS	Services (7/1/24-6/30/25)	1.00	1.00	\$6712	\$ 6,712	\$	6,712
COMMUNICATIONS	Services (7/1/25-6/30/26)	1.00	1.00	\$7349	\$ 7,349	\$	7,349



REQUEST FOR PROPOSAL



DISPATCH SERVICES FOR ARROWBEAR LAKE FIRE DEPARTMENT



6/13/2023

Prepared By:
CONFIRE Director
Nathan Cooke



Summary

Arrowbear fire department formally tendered a request to the CONFIRE Admin board on 3/14/2023 for a proposal for dispatch services.

Scope of Service

The scope of this proposal outlines costs for Dispatch and Systems/Notification services and ancillary systems required to support the operations as requested by Arrowbear Lake Fire Department from CONFIRE.

Dispatch Service

- a) CONFIRE charges \$46.63 per dispatched call
- b) Arrowbear Lake Fire Department estimated annual call volume of 150 calls
- c) Annual estimated basic dispatch cost to Arrowbear Lake Fire Department is \$6,980

- d) Note: The CONFIRE board reviews the cost-per-call rate annually and reserves the sole right to adjust the rate. The CONFIRE board approved the current dispatch call charge of \$46.63 for the fiscal year 2023/2024.

Automatic Vehicle Locator (AVL)

Note: AVL is required for vehicle location and status updates.

Two options are available:

- 1) Cradlepoint IBR-900 Router with Wi-Fi
- 2) Tablet Command AVL License – With iPad
 - i) Cradlepoint IBR-900 Router with Wi-Fi Modem – \$1,800
 - (1) Arrowbear Lake Fire Department will be responsible for modem installation on vehicles.
 - (2) Modems purchase will be processed as a pass-through cost, and CONFIRE will be re-embursed for the invoice paid on behalf of Arrowbear Lake Fire Department.
 - (3) Modems are purchased and provisioned by CONFIRE MIS to send AVL data to CAD.
 - (4) Verizon Wireless Connection – \$45 Monthly (\$540 Annually)
 - (a) Cradlepoint requires a wireless connection to ISP, and CONFIRE prefers a Verizon Wireless connection for reliability.
 - (5) Arrowbear Lake Fire Department can use an existing AVL modem if available, CONFIRE MIS will determine compatibility during onboarding discovery.



- ii) Tablet Command – \$750 (Annual base license price)
 - (1) Product pricing for other TC product licenses can be obtained directly from TableCommand.
 - (2) iPads require Tablet Command license synchronization and setup by CONFIRE MIS prior to deployment to Arrowbear Lake Fire Department.
 - (3) Apple iPad Pro 12.9” – \$1,500 (6th gen – minimum) .
 - (4) Verizon Wireless Connection – \$45 Monthly (\$540 Annually)
 - (a) iPad requires a wireless connection to ISP, and CONFIRE prefers a Verizon Wireless connection for reliability.
- b) Note: CONFIRE is currently testing a proof of concept (POC) that enables Tablet Command to send the vehicle’s AVL data to CAD using the iPad GPS locator. (requires Cellular enabled on the iPad)

3) Alerting/Notification

Note: Alerting/Notification system is required.

Two options are available:

- 1) Active 911 Paging
- 2) WestNet Station Alerting
 - a) Active 911 Paging – \$20 (Per User License/Annually)
 - i) CONFIRE uses active 911 paging for unit and crew notification.
 - ii) CONFIRE will evaluate existing paging systems Arrowbear Lake Fire Department currently uses for compatibility during onboarding.
 - b) WestNet Station Alerting – \$25,600 (Minimum Required Specification)
 - i) Other systems’ configuration and implementation pricing can be obtained directly from WestNet. CONFIRE will provide Arrowbear Fire Department with the required minimum specification approved by CONFIRE to support station alerting systems. Annual Maintenance is paid through a joint agreement with CONFIRE.

Note: WestNet annual maintenance cost may change based on the support service level selected - \$1,440 (Silver Plan).

- c) WestNet System requirements for operating with CONFIRE
 - (1) CONFIRE requires the Cisco Meraki Security Firewall as a standard to support station alerting systems through the CONFIRE network. The Cisco Meraki MX device will be procured, provisioned, deployed, and managed by CONFIRE.
 - (a) \$2,000 initial onboarding hardware cost for the Cisco Meraki MX
 - (b) \$400 billed annually to Arrowbear Fire Department for the Cisco Meraki MX replacement every 5 years.



CONFIRE

- d) Internet Circuit (Meraki MX requires an internet circuit connection to be operational)
 - (1) Arrowbear Lake Fire Department must get contract service from a local Internet Service Provider (ISP) for connection.
 - (2) Pricing and availability of services may vary based on providers near the agency location.
- e) Requires 800 MHz trunked base radio (Refer to the information below)

3) Radio Communications

Note: Arrowbear Lake Fire Department must establish a contract with the San Bernardino County Information Technology Department (ITD) to be on the County-owned radio infrastructure (Required for all CONFIRE agencies).

- a) 800 MHz Trunked Radio System – \$4,000 “Estimated” (Price varies per vendor/configuration)
- b) Arrowbear Lake Fire Department is responsible for radio systems procurement installation and mounting on vehicles.
- c) Radio Channels Usage - \$54.38 Monthly per radio (\$652 Annually)

4) Included with Service

- a) PulsePoint – Community Awareness Engagement Solution - Included
- b) FirstDue – Pre-Incident Planning Solution - Included
- c) FirstWatch – Incident Reporting Data Analysis – (Access included) Triggers purchased separately through CONFIRE.

5) Optional Systems available on Subscription at Seat-Based Cost

- a) Telestaff/Kronos – Crew staffing software - \$78 (Per Seat)
- b) FireMapper (For Tablet Command) – Fireground mapping - \$50 (Per Seat)
- c) FirstPass – Clinical quality measurement and protocol monitoring tool - \$1,170 (Per License)

Attached are the CONFIRE service contract template and copies of WestNet quotes for its base product and year two maintenance agreement.

Please contact CONFIRE Director Nathan Cooke with any questions.

EMPLOYMENT AGREEMENT

1. PARTIES.

This Agreement is entered into between the Board and on behalf of the Arrowbear Park County Water District (hereinafter referred to as the “District”) and Benjamin Bernave Magaña (hereinafter referred to as the “Employee” or “General Manager”).

2. RECITALS.

WHEREAS, the District’s Board (“Board”) wishes to retain the services of Employee as General Manager;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, Employee and the District agree as follows:

3. TERMS.

A. The District hereby employs Employee as General Manager to perform the functions and duties of General Manager as the Board may from time to time assign. Employee hereby agrees to perform such functions and duties to the best of his ability and in an efficient and competent manner. Employee understands that this is a full time position and he shall not engage in any other employment without the express written approval of the Board.

B. If this Agreement is extended, the Board of Trustees shall review the General Manager’s performance within twelve (12) months of the effective date of this Agreement and at least annually thereafter. The General Manager shall notify the Board at least one month prior to the due date of the performance evaluation.

4. TERM.

A. This Agreement shall be effective commencing on August 9, 2023 through August 8, 2024 a one (1) year term.

5. SALARY.

District agrees to pay Employee a salary of Ten Thousand Dollars (\$10,000.00) per month, payable on the District’s bi-weekly payroll. Any additional future increase in salary shall be at the sole discretion of the Board and shall be considered annually in conjunction with Employee’s performance review pursuant to Section 3(B). Employee is eligible for Board-approved COLA and merit increases as provided by District policy.

6. BENEFITS.

A. Employee shall be entitled to the same retirement, healthcare, sick leave, vacation, holidays and other benefits as provided by the District’s Employee Handbook.

B. In the event of a foreseeable absence (for periods in excess of a week) from his duties at the District, Employee shall give the Board reasonable advance notice of the reason(s) for and the anticipated date(s) and duration of such absence. The scheduling of such absences is subject to prior approval by the Board. Leave requests shall be disallowed where the Board determines that such leave would tend to disrupt the efficient operation of the District.

C. Employee shall be provided up to \$5,000.00 for reasonable moving and relocation costs after providing the District with appropriate documentation of such costs within six (6) months of employment.

7. TERMINATION.

A. Employee shall serve at the will and pleasure of the Board and may be terminated at any time for any reason or no reason upon written notice to Employee. Nothing in this Agreement shall prevent the District from terminating this Agreement and the services of the Employee at its sole discretion. In consideration for the Board's right to terminate this Agreement prior to the end of its term without cause, Employee shall be entitled to a cash settlement of up to three (3) months of his monthly salary if employment is terminated without cause. (Notwithstanding any other provision contained in this Agreement, the monthly salary may not exceed the number of months left on the unexpired term of this Agreement.) It is expressly understood that Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination pursuant to this paragraph 8(A) regardless of any District rule or policy to the contrary.

The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by Employee of the severance pay benefits provided by this section shall operate as a full and complete waiver and release of any and all rights, claims and/or causes of action which Employee may have, or have had, at any time, in the past or in the future, arising out of Employee's employment by District, including, but not limited to, claims for wrongful termination. (Employee agrees to sign a Severance Agreement that is substantially similar to the one attached as Exhibit "A".) If Employee wishes to retain any such rights, Employee must decline to accept the severance benefits provided by this section.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of Employee as to all claims, known or unknown, and Employee specifically waives the provisions of California Civil Code Section 1542 which provide:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Pursuant to Government Code Section 53243 *et seq.*, if Employee is convicted of a crime involving an abuse of office or position, as defined below, all of the following shall apply: (1) if Employee was provided with paid leave pending an investigation into the matter, Employee shall be required to fully reimburse the District for those amounts paid; (2) if the District, in its discretion, paid for the criminal defense of Employee, Employee shall be required to fully reimburse the District for all amounts paid; (3) if the District paid any severance pay under this Agreement, Employee shall be required to fully reimburse the District for all amounts paid.

- a. "Abuse of office or position" means either:
 - i. An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority; or

- ii. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

B. During the term of this Agreement, Employee may, in the alternative, be dismissed for “cause” by a majority vote of the Board at any regular or special meeting. “Cause” shall be determined following a hearing, if requested by Employee, conducted by an independent, impartial arbitrator, whose decision shall be final and binding upon the parties. The Board shall provide Employee a written notice detailing the cause for termination and advising the Employee that he has fifteen (15) calendar days from the date of the notice to request arbitration. The arbitrator shall be selected from a list supplied by the State Mediation and Conciliation Service. If the parties are unable to agree on an arbitrator, they shall strike names on that list until such time as there is only one name remaining. This person shall arbitrate the matter pursuant to the employment rules of the American Arbitration Association. Any arbitrator selected must be able to hear the matter within thirty (30) days of selection and render a written reasoned decision within fifteen (15) days of the close of the hearing. Employee shall not be entitled to any severance pay as set forth in section 8(A) if the arbitrator determines that he has been terminated for “cause.”

“Cause” shall be found by the arbitrator if it is determined that Employee has engaged in “misconduct” or has “abandoned his duties”. “Misconduct” shall include, but not be limited to, falsification of District records, unauthorized taking of public funds or property, insubordination, failure to adhere to District policies or unauthorized charges against the District’s account for personal gain. “Abandonment of duty” shall include, but not be limited to, failure to carry out the primary duties and responsibilities of the General Manager for a period in excess of seven (7) days, but excluding any time periods when Employee is on authorized leave. The Arbitrator’s decision shall be final except that it shall be subject to judicial review sufficient to ensure the Arbitrator complied with any applicable statutory requirements. The District shall pay all costs of the Arbitration which are unique to arbitration. This Arbitration provision shall be interpreted consistent with California law.

C. Employee may terminate this Agreement by providing ninety (90) days prior written notice to the Board.

8. BREACH.

Nothing herein shall be deemed to excuse a breach by Employee of any provision of this Agreement or entitle Employee to any compensation of any kind or any remedy other than the termination of this Agreement should a breach of this Agreement occur.

9. AMENDMENT.

No modification, amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by Employee and approved by a majority of the Board.

10. BINDING EFFECT.

This Agreement shall bind all parties, their respective heirs, personal representatives, successors, or assigns, but nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder.

11. ATTORNEY'S FEES.

If any action at law or in equity is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

12. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto concerning the employment of Employee by the District and contains all of the covenants and agreements between the parties with respect to the employment of Employee. Each party to this Agreement acknowledges that no representations have been made by any party which are not embodied herein, and that no other agreement, statements or promises not contained in this Agreement shall be valid or binding. To the extent that any applicable District personnel ordinance, resolution or rule conflicts with the terms of this Agreement, the parties agree that this Agreement shall control.

13. DISTRICT BOARD'S AUTHORITY.

Employee agrees to observe and comply with the rules and regulations of the District as adopted by the Board, either orally or in writing, respecting the performance of the Employee's duties and to carry out and to perform the orders, directions and policies stated by the Board to him, from time to time, either orally or in writing.

14. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity illegality unenforceability will not affect any other provision, but this Agreement shall be reformed construed and enforced in such a manner as if the invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 17 day of August, 2023.

DATE: _____

Benjamin Bernave Magaña,
General Manager

DATE: _____

Terisa L. Bonito,
Board President
Arrowbear Park County Water District

EXHIBIT A

SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (hereinafter “Agreement”) is made and entered into between Arrowbear Park County Water District (hereinafter “Employer”) and Benjamin Bernave Magaña (hereinafter “Employee”), and is made in light of the following:

1. Employee was employed by Employer as its General Manager. Following settlement discussions, the parties hereto have agreed to settle any and all disputes, now in existence, or arising in the future between Employer and Employee, regarding the employment of Employee and the termination thereof.

2. The parties hereto acknowledge that each has denied, and continues to deny, any claims asserted by the other, but that Employer and Employee desire to bring this matter and any related matters to a conclusion and to avoid further incurring of costs and expenses incident to their prosecution and defense. Therefore, the parties make this Agreement, expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of either party.

3. In consideration of this Settlement Agreement and General Release of All Claims, Employer agrees to pay Employee the lesser of three (3) months of Employee’s monthly salary or salary for the unexpired term of Employee’s Employment Agreement if Employee’s employment is terminated without cause. All applicable employment and payroll taxes will be deducted from the gross severance compensation amount. Employee acknowledges that Employer has paid all

wages and expenses due, and that any consideration offered as part of the agreement is above and beyond what was owed and paid.

4. In consideration of the foregoing, Employee, on behalf of himself, his relatives, heirs, estate, executors, administrators, successors and assigns, does fully release and discharge Employer, its officers, directors, agents, employees, attorneys, subsidiaries, affiliated entities, successors and assigns (hereinafter "Employer and/or its Agents") from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to his employment with Employer, and the causes, procedures and circumstances surrounding the termination of his employment with Employer, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort or any federal, state, or local statute or regulation, including, but not limited to, violation of First Amendment, defamation, invasion of privacy, interference with prospective economic advantage, intentional or negligent infliction of emotional distress, employment discrimination under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Americans with Disabilities Act, the Genetic Information Non-Discrimination Act, the California Fair Employment and Housing Act, the California Labor Code, California Government Code, or under any other applicable federal, state or local fair employment laws on the basis of race, color, sex, national origin, religion, age, handicap, disability, medical condition, marital status, sexual orientation, genetic characteristics, gender identity, military and veteran status or other protected class, and/or violation of any other statutes, rules, regulations or ordinances, whether federal, state or local.

Employee represents and warrants that he has not assigned any such action, cause

of action, claim, judgment, obligation, damage, or liability or authorized any other person or entity to assert such on his behalf. Further, Employee agrees that under this Agreement, he waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving Employer and/or its Agents which occurred on or before the date of this Agreement and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions occurring prior to the date of this Agreement.

5. Notwithstanding paragraph 4, released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement.

6. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such Section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

7. Employee understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with Employer, or any successor, and further agrees not to institute or join any action, lawsuit, or proceeding against Employer and/or its Agents, or any successor, for any failure to employ Employee.

8. Employee agrees not to initiate, or proceed with, any actions, causes of action, claims, etc. that could be or that have been asserted against Employer and/or its Agents arising out of his employment with Employer or the termination thereof, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc. are, or become, pending in any forum, whatsoever, Employee agrees to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice, forthwith.

Employee specifically represents that he will not in the future participate in, instigate, provide information in connection with (unless required by law to do so) or otherwise assist any other person or entity in any dispute or litigation by any party, person or entity in any state or federal court or in any proceeding before any local, state or federal agency or body, regarding events occurring prior to the date this Agreement is fully executed, claiming that Employer and/or its agents have violated any local, state or federal laws, statutes, ordinances or regulations, or any other wrongful conduct based upon events occurring prior to the date of the execution of this Agreement. Nothing in this Agreement waives Employee's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Employer and/or its agents, when the Employee has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature.

9. Employee represents and warrants that he will keep the existence of this Agreement and its terms completely confidential, he will not hereafter disclose any information concerning this Agreement to anyone other than his immediate family and professional representatives who will be informed of and agree to be bound by this confidentiality clause. Disclosure of the existence of this Agreement or its terms shall constitute a material breach of this Agreement.

10. Employee and Employer agree that they will not make any disparaging, negative or defamatory comments about each other, whether written, oral or electronic. In particular, they agree they will make no public or private statements, including, but not limited to, press releases, statements to vendors, journalists, employees, prospective employers, interviews, editorials, commentaries, blogs, speeches or conversations that disparage or may disparage the other. Further, Employee agrees not to solicit other employees of Employer to leave Employer's employment. Nothing in this agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

11. Age Discrimination Claims.

Employee understands and agrees that, by entering into this Agreement, (i) except for claims arising after the date this Agreement is signed, Employee is waiving any rights or claims Employee might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) Employee has received consideration beyond that to which he was previously entitled; (iii) Employee has been advised to consult with an attorney before signing this Agreement; and (iv) Employee has been offered the opportunity to evaluate the terms of this Agreement for not less than 21 days prior to his execution of the Agreement, even though Employee may elect to sign this Agreement before said period of consideration expires. Employee agrees that changes, whether material or immaterial, do not restart the running of the 21-day consideration period.

Employee may revoke this Agreement (by written notice to Employer's General Counsel, Bradley Neufeld, 3750 University Avenue, 6th Floor, Riverside, CA 92501, Bradley.Neufeld@varnerbrandt.com for a period of seven days after his execution of the

Agreement, and it shall become enforceable only upon the expiration of this revocation period without prior revocation by Employee.

12. Should either party to this Agreement commence any legal action or proceeding against the other to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

13. Employee agrees to immediately return all Employer property including, but not limited to, documents, equipment and money that he has in his possession or control.

14. If any provision of this Agreement, or its application to any person, place or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement, and such provision as applied to other persons, places and circumstances, shall remain in full force and effect.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

16. EMPLOYEE FURTHER STATES THAT HE HAS CAREFULLY READ THIS SETTLEMENT AGREEMENT; THAT HE UNDERSTANDS THAT THE CONSIDERATION TO BE GIVEN TO HIM UNDER THIS AGREEMENT IS IN ADDITION TO WHAT HE IS ENTITLED TO IN THE ABSENCE OF THIS AGREEMENT; THAT HE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HIM BY AN ATTORNEY OF HIS CHOICE; THAT ONCE EFFECTIVE, THIS AGREEMENT IS FINAL AND BINDING; THAT THE ONLY PROMISES MADE TO HIM TO SIGN THIS SETTLEMENT AGREEMENT AND

GENERAL RELEASE OF ALL CLAIMS ARE THOSE STATED ABOVE; AND THAT HE IS SIGNING IT VOLUNTARILY.

Dated: _____, 2023

Terisa L. Bonito,
Board President
Arrowbear Park County Water District

Dated: _____, 2023

Benjamin Bernave Magaña

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: Mentoring Program
POLICY NUMBER: 2175

- 2175.10** The Board of Directors desires that every District employee have a mentor to support their professional growth, development, and success within the organization. This mentoring program will also facilitate cross-training, cross-utilization, and succession planning for the District's key positions and roles.
- 2175.20** The General Manager shall be responsible for developing specific aspects of, implementing, and overseeing the mentoring program.
- 2175.30** Upon hiring, each employee will be assigned a mentor based on their role, experience level, and job responsibilities.
- 1050.30.1** Mentors will be selected from experienced and knowledgeable employees within the District who have demonstrated exemplary performance and leadership qualities.
- 1050.30.2** Mentors will typically mentor their direct reports with a goal for the mentees to be able to perform their mentor's roles and duties at some point in the future.
- 1050.30.3** The General Manager will select a mentor from the Board of Directors or from a peer General Manager from another District.
- 2175.40** The mentoring program shall include regular shadowing of the mentor to learn their roles and duties, understand the processes and procedures used to complete day-to-day tasks to achieve District objectives and goals, and gain practice performing duties outside of their typical scope of work.
- 2175.50** The mentoring program shall include monthly meetings between mentors and mentees to discuss career goals, performance, challenges, and opportunities for improvement.
- 2175.60** Mentors shall provide guidance, advice, and constructive feedback to mentees to help them enhance their skills and achieve their career objectives.
- 2175.70** Mentors will assist mentees in navigating the organizational culture and understanding the District's policies, procedures, and protocols.
- 2175.80** Mentors and mentees shall maintain confidentiality regarding discussions that occur during mentoring sessions.
- 2175.90** The mentorship program shall be evaluated periodically to ensure its effectiveness and make improvements as needed.
- 2175.100** The mentoring relationship may continue for a specified duration or until the mentee achieves specific career milestones.
- 2175.110** The District encourages a positive and collaborative mentoring environment, fostering mutual respect and support between mentors and mentees.

Approved and Adopted by Motion 8/17/2023.

Approved Salary Ranges FY 2023 - 2024

Classification	Mo. Salary From	Per Hr. From	Mo. Salary To	Per Hr. to
General Manager	\$ 8,777.74	\$ 50.64	\$ 13,261.73	\$ 76.51
Admin. Secretary III	\$ 6,769.77	\$ 39.06	\$ 9,024.72	\$ 52.07
Admin. Secretary II	\$ 5,305.17	\$ 30.61	\$ 7,071.09	\$ 40.79
Admin. Secretary I	\$ 3,615.82	\$ 20.86	\$ 5,539.80	\$ 31.96
Accounts Clerk II	\$ 4,297.49	\$ 24.79	\$ 5,223.67	\$ 30.14
Accounts Clerk I	\$ 3,366.36	\$ 19.42	\$ 4,092.49	\$ 23.61
Field Operations Supervisor	\$ 5,977.37	\$ 34.48	\$ 8,108.57	\$ 46.78
Serviceperson III	\$ 5,438.95	\$ 31.38	\$ 6,940.60	\$ 40.04
Serviceperson II	\$ 5,120.34	\$ 29.54	\$ 6,209.53	\$ 35.82
Serviceperson I	\$ 4,374.45	\$ 25.24	\$ 5,811.89	\$ 33.53
Utility Worker	\$ 3,315.92	\$ 19.13	\$ 4,313.62	\$ 24.89
*Fire Chief	\$ 7,875.00	\$ 45.43	\$ 8,662.50	\$ 49.98
*Fire Fighter II	\$ 4,709.95	\$ 27.17	\$ 5,352.25	\$ 30.88
*Fire Fighter I	\$ 3,502.20	\$ 20.21	\$ 3,980.71	\$ 22.97
Part-time Fire Chief	\$ 2,756.25	(No Benefits Position)		
Part-time Battalion Chief	\$ 1,378.13	(No Benefits Position)		
Board Directors	\$ 223.63	(Per Meeting)		

Includes Board approved COLA (5.0%)

* Currently not Authorized

Pay Formula is: Hourly Rate X 40/hrs/wk X 52 wks/yr, 12 mo/yr = Monthly Rate

Figures are Monthly/Hourly Base Rates, without Overtime



\$3,085.00 – \$6,810.00

HYDRANT FLOW TESTING BUNDLE, LITTLE HOSE MONSTER

- Everything for hydrant flow testing with the Little Hose Monster™.
- Components fit neatly into a carrying case with a closed-cell foam insert, with wheels and telescoping handle for easy transportation. A 10' hose is carried outside the case.
- Ideal for flowing from the 2½" Hydrant port.
- Our recommended setup for the flow testing hydrants.

NH is the standard thread specification. For Special Thread specifications, please contact us at (888) 202-9987.

Please be advised that Gauge Calibrations require up to 48 hours.

Make it Smart?

Quantity

Learn more about [Smart Monster!](#)

Hydro Flow Products, Inc.
 Lake Zurich, IL 60047
 1330 Ensell Rd.



Quote

12718

SOLD TO:
 ARROWBEAR PARK COUNTY WATER DISTRICT
 2365 FIR DR
 ARROWBEAR LAKE, CA 92382
 909-867-2704

SHIPPED TO:
 ARROWBEAR PARK COUNTY WATER DISTRICT
 2365 FIR DR
 ARROWBEAR LAKE, CA 92382

DATE	YOUR ORDER #	TERMS	ENTERED BY	SHIPPED VIA
8/2/2023	JASO WEBER	Net 30	FD	FEDEX

Quantity	Item #	Description	U/M	Weight (lb)	Unit Price	Total
1	FFTK	FIRE FLOW TEST KIT ** FLOW RANGE 493 GPM - 1305 GPM	ea	45	3,085.00	3,085.00
2	GCCN	Gauge Calibration and Certification for New Gauge	ea		34.00	68.00
1	Freight	FEDEX GROUND ** ADD-ON **	ea		107.00	107.00
1	GK300D4	GAUGE, 0-300PSI, 4" DIAL, 1/2%	ea	2	168.00	168.00
1	GCCN	Gauge Calibration and Certification for New Gauge apc wd3@gmail.com	ea		34.00	34.00

Total					\$3,462.00
--------------	--	--	--	--	-------------------

COEFFICIENT AND K-FACTOR TABLE FOR VARIOUS FLOW DEVICES

PITOTLESS NOZZLE™	K-FACTOR	COEFFICIENT	ORIFICE DIAMETER	psi RANGE	FLOW RANGE (GPM)
2" Pitotless Nozzle + Little Hose Monster	156.0	1.31	2"	10-70	493-1305
2" Pitotless Nozzle + 2 1/2" Hose Monster	164.8	1.38	2"	10-70	521-1379
2" Pitotless Nozzle + Open Atmosphere	167.2	1.40	2"	10-70	529-1399
1 3/4" Pitotless Nozzle + Little Hose Monster	104.7	1.15	1.75"	10-80	331-936
1 3/4" Pitotless Nozzle + 2 1/2" Hose Monster	106.6	1.17	1.75"	10-80	337-953
1 3/4" Pitotless Nozzle + Open Atmosphere	109.7	1.20	1.75"	10-80	347-981
1 1/8" Pitotless Nozzle + Little Hose Monster	37.2	0.98	1.125"	10-80	83-333
1 1/8" Pitotless Nozzle + 2 1/2" Hose Monster	37.4	0.99	1.125"	10-80	84-335
1 1/8" Pitotless Nozzle + Open Atmosphere	37.0	0.98	1.125"	10-80	83-331
1" Pitotless Nozzle + Little Hose Monster	27.2	0.91	1"	3-80	47-243
1" Pitotless Nozzle + 2 1/2" Hose Monster	27.6	0.93	1"	3-80	48-247
1" Pitotless Nozzle + Open Atmosphere	27.7	0.93	1"	3-80	48-248

IN-LINE PITOTLESS NOZZLE™	K-FACTOR	COEFFICIENT	ORIFICE DIAMETER	psi RANGE	FLOW RANGE (GPM)
2" In-line Pitotless Nozzle	165.3	1.38	2"	10-75	523-1432
1 3/4" In-line Pitotless Nozzle	109.9	1.20	1.75"	5-80	246-983
1 1/8" In-line Pitotless Nozzle	38.4	1.02	1.125"	5-70	86-321
1 1/2" In-line Pitotless Nozzle	31.7	1.06	1.0"	2-90	45-301

BIGBOY HOSE MONSTER™	K-FACTOR	COEFFICIENT	ORIFICE DIAMETER	psi RANGE	FLOW RANGE (GPM)
5-11psi (BigBoy Hose Monster)	382.9	1.38	3.05"	5-11	856-1270
12-38psi (BigBoy Hose Monster)	376.0	1.35	3.05"	12-38	1303-2318
39-55psi (BigBoy Hose Monster)	372.0	1.34	3.05"	39-55	2323-2759

NOTE: Due to the shape and size of the BigBoy Pitotless Nozzle, the BigBoy Hose Monster uses three different K-factors over its operating range.

2 1/2" Hose Monster®	K-FACTOR	COEFFICIENT	ORIFICE DIAMETER	psi RANGE	FLOW RANGE (GPM)
2 1/2" Hose Monster	168.67	0.906	2.5"	10-70	533-1411
1 3/4" Nozzle Insert	89.04	0.975	1.75"	10-70	282-745
1 1/8" Nozzle Insert	37.36	0.990	1.25"	10-70	118-313

4" & 4 1/2" Hose Monster®	K-FACTOR	COEFFICIENT	CONNECTION DIAMETER	psi RANGE	FLOW RANGE (GPM)
4 1/2" Hose Monster	331.07	0.548	4.5"	10-70	1047-2770
4" Hose Monster	339.65	0.712	4"	10-70	1074-2842

USING SOFTWARE

Use the table to the right if you are using software that requires the coefficient input to be less than '1.0.' Notice that the orifice diameter must be changed from its true diameter in order to accommodate the lower coefficient. This is necessary only for the 2" Pitotless Nozzle and the 3/4" Pitotless Nozzle.

DEVICE	COEFFICIENT	ORIFICE DIAMETER
2" Pitotless Nozzle + Little Hose Monster	0.99	2.30"
2" Pitotless Nozzle + 2 1/2" Hose Monster	0.99	2.36"
2" Pitotless Nozzle + Open Atmosphere	0.99	2.38"
1 3/4" Pitotless Nozzle + Little Hose Monster	0.99	1.88"
1 3/4" Pitotless Nozzle + 2 1/2" Hose Monster	0.99	1.90"
1 3/4" Pitotless Nozzle + Open Atmosphere	0.99	1.93"

NOTE: If your software uses the Theoretical Discharge Formula, found in NFPA 291, 4.7.3, the coefficient of discharge can be used to produce flow rates that will match our flow charts.

A HAND-HELD PITOT DIRECTLY AT A HYDRANT OUTLET

OUTLET TYPE	COEFFICIENT
Outlet smooth and rounded	0.9
Outlet square and sharp	0.8
Outlet square and projecting into barrel	0.7
If a stream straightener is used	0.95

CLASSIFYING AND MARKING OF HYDRANTS

Rated Capacity at 20psi	Class	Marking Color of Hydrant Tops and Nozzles
≥1500 GPM	AA	Light Blue
1000-1499 GPM	A	Green
500-999 GPM	B	Orange
≤499 GPM	C	

The above are the NFPA hydrant classifications and color marking for various rated capacities. Source NFPA 291, Chapter 5 2019