

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, MARCH 24, 2022
5:30 P.M.
AGENDA**

This public meeting is electronically broadcast and is not an interactive forum.

Phone #: (669) 900-6833

Meeting ID: 559 878 4550

Passcode: 4550

Anyone from the public wishing to address any of the agenda items, can do so in person at 15850 W. Kearney Blvd. Kerman CA.

1. CALL TO ORDER

A) Roll Call

2. INVOCATION AND FLAG SALUTE

3. PUBLIC COMMENTS

4. CONSENT AGENDA

A) Consideration and Approval of Disbursements List for February 2022

B) Review and Acceptance of Monthly Financial Reports

1) District Fund Cash Balances – All Funds

2) Budget Variance Report: YTD Expenses Compared to Budget

3) Revenue and Reimbursement Report

4) PG&E Report

5. APPROVAL OF MINUTES

A) Minutes of the Regular Board Meeting of February 24, 2022.

6. FIRE CHIEF REPORT

A) Fire Incident/Fire Prevention Reports for February 2022

B) Fig Garden Fire Protection District Update

7. RESOLUTION NO. 22-03 – WEED ABATEMENT

A) Action item - Consider and adopt Resolution No. 22-03 establishing the existence of a public nuisance within the District and set the public hearing dates.

8. RESOLUTION NO. 22-04 AMENDING RESOLUTION 21-06 TO MAKE CHANGES TO ESTABLISHED SALARIES AND BENEFITS FOR CURRENT AND FUTURE EMPLOYEES

A) Action item - Consider and adopt Resolution No. 22-04 amending Resolution No. 21-06 to make changes to established salaries and benefits for current and future employees.

9. CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS SUBRECIPIENT AGREEMENT WITH COUNTY OF FRESNO

- A) Action item – Consider and authorize Board Chair to execute Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement with County of Fresno.

10. NORTH CENTRAL FIRE PROTECTION DISTRICT BYLAWS UPDATE

- A) Action item – Consider and adopt the North Central Fire Protection District Bylaws

PUBLIC COMMENT: (Before Closed Session) For any member of the public that would like to make a comment on the Closed Session item(s)

11. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

Agency designated representatives: Chief Tim Henry and outside negotiator Che Johnson Liebert Cassidy Whitmore

Employee organization: North Central Professional Firefighters Association

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: Number of cases: 2

12. BOARD MEMBER COMMENTS/REPORTS

13. ANNOUNCEMENTS

- A) Regular Board Meeting: Thursday, April 28, 2022, at 5:30 p.m.

14. ADJOURNMENT

PUBLIC COMMENTS AND INQUIRIES

At a Board meeting, those who wish to be heard on matters on the agenda should indicate their desire to speak when the item is ready for discussion. If, at the meeting, you wish to discuss an item, which is not on the agenda, you may indicate your desire to do so under "Public Comments". In order to allow time for all public comments and inquiries, the time for individual comments may, at the discretion of the Chairman of the Board, be limited to five minutes. If you wish to request time on an upcoming Board Agenda to present a particular item or matter to the Board, you may contact the District by 5:00 p.m. seven business days prior to the scheduled Board meeting to so request. If the matter is within the Board's jurisdiction, and the Board has not taken action or considered the item at a recent meeting, the District may place the item on the agenda. When addressing the Board, you are requested to come forward to the speaker's podium, state your name and address, and then proceed with your presentation.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the District at 559-275-5531. Notification provided a minimum of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
FEBRUARY 1, 2022 - FEBRUARY 28, 2022
MARCH 1, 2022**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
	QuickBooks Payroll	Board Payroll	2/1/2022	635.93
7411	Co. of Fresno Auditor/Controller	January - POB	2/4/2022	30305.24
	NCPFA	Union dues	02/07/22	4,600.00
	Service charge	Union dues Direct deposit	02/08/22	1.75
	QuickBooks Payroll	Employee Payroll	02/14/22	136,420.40
7412	Alert-All	Prevention supplies	02/16/22	8,701.65
7413	Aramark	Linen service	02/16/22	175.14
7414	AT&T	Phone & long distance service	02/16/22	47.69
7415	Baker Manock & Jensen	Legal services	02/16/22	2,422.48
7416	Barrios Enterprise	Service for port-a-potty	02/16/22	100.00
7417	Biola CSD	Utilities	02/16/22	219.05
7418	Employee Payroll Liabilities	Child support	02/16/22	435.00
7419	Employee Payroll Liabilities	Child support	02/16/22	100.50
7420	Reimbursement to Empolyee	Parts for old Dodge Engine	02/16/22	124.39
7421	City of Fresno	Utilities	02/16/22	71.65
7422	City of Kerman	Utilities	02/16/22	584.21
7423	Clyde Lansing	Consultant services	02/16/22	2,000.00
7424	Comcast Business	Internet and phone services	02/16/22	1,605.38
7425	Cook's	Radio repair	02/16/22	195.00
7426	ECMS	Turnout repair	02/16/22	2,844.87
7427	FDAC Emplyment Benefits	Health Ins	02/16/22	54,412.02
7428	Fire Apparatus Solutions	Apparatus repairs	02/16/22	3,958.49
7429	fresno County - Treasurer3	fuel	02/16/22	546.00
7430	H&J Chevrolet	Vehicle maintence	02/16/22	178.21
7431	John Hancock - USA	457 Plan Contributions	02/16/22	3,923.18
7432	Jorgensen Company Inc	SCBA repair	02/16/22	796.47
7433	Board Member Reimbursement	Board member health insurance	02/16/22	799.00
7434	Loperena Antenna Sites	Owens mountain antenna site lease	02/16/22	1,853.00
7435	Mac's Equipment	Parts for apparatus	02/16/22	1,609.77
7436	Board Member Reimbursement	Board member health insurance	02/16/22	901.00
7437	Board Member Reimbursement	Board member health insurance	02/16/22	168.16
7438	Mid Valley Disposal	Utilities	02/16/22	324.22
7439	Occupantional Health Centers	New Hires physicals	02/16/22	4,783.00
7440	Office Depot	Office supplies, training	02/16/22	1,554.06
7441	Orkin	Pest Control	02/16/22	70.00
7442	Ortiz Led Solutions	Fixed Lights at Station 55	02/16/22	823.06
7443	Overhead Doors	Door at station 58	02/16/22	4,102.00
7444	PARS	Pension & 457 Plan Premium	02/16/22	2,952.25

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
FEBRUARY 1, 2022 - FEBRUARY 28, 2022
MARCH 1, 2022**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7445	PG&E	Utilities	02/16/22	3,546.90
7446	Ray Morgan	Copier maintenance	02/16/22	62.57
7447	Real-Time	Computer maintenance	02/16/22	1,854.00
7448	Robert V Jensen	Bulk fuel	02/16/22	3,704.67
7449	Rolinda Farm Supply	Duct Tape, Dry Lube, Veg Killer, Bug Wash	02/16/22	74.86
7450	Board Member Reimbursement	Board member health insurance	02/16/22	799.00
7451	Sampson, Sampson, Patterson	Audit service	02/16/22	3,250.00
7452	Sebastion	Phone & long distance service	02/16/22	171.12
7453	Slumberger Lumber	Station maintenance	02/16/22	849.81
7454	Sparkletts	Water delivery service	02/16/22	590.91
7455	Streamline	Dispatch Service	02/16/22	400.00
7456	Employee Reimbursement	Health Ins	02/16/22	1,350.00
7457	U.S. Bank PARS	Pension plan contributions	02/16/22	43,042.83
7458	United Health Care Ins.	Prior Board Member health insurance	02/16/22	403.50
7459	Valley Farm Supply	Station supplies	02/16/22	50.61
7460	Black Mountain Software	New Finance and payroll program	02/18/22	6,432.50
7461	Fresno County - Treasurer2	Weed abatement - fresno county records	02/18/22	111.55
7462	PG&E	Utilities	02/18/22	1,132.09
	QuickBooks Payroll	Payroll DD service fee	02/25/22	885.84
	QuickBooks Payroll	Employee Payroll	02/25/22	133,804.76
7463	AFSS North	Membership	02/28/22	50.00
7464	AllStar Fire Equipment	Composite Helmets	02/28/22	13,603.25
7465	Aramark	Linen service	02/28/22	173.36
7466	Asi Admin. Solutions	Dental/Vision	02/28/22	2,442.00
7467	Biola CSD	Utilities	02/28/22	219.05
7468	Employee Payroll Liabilities	Child support	02/28/22	435.00
7469	Employee Payroll Liabilities	Child support	02/28/22	100.50
7470	Employee Reimbursement	Flex medical account	02/28/22	278.56
7471	Employee Reimbursement	Training	02/28/22	250.00
7472	Consolidated Services	2- ice machines for station 54 & 59	02/28/22	13,282.00
7473	Co. of Fresno Auditor/Controller	February POB	02/28/22	30,305.24
7474	CSG Consultants	Plan review services	02/28/22	172.50
7475	FDAC Empolymnt Benefits	Health Ins	02/28/22	54,412.02
7476	Fire Specialties	Prevention supplies	02/28/22	312.38
7477	Fire County Fire Protection	Training Facility Rental	02/28/22	1,920.00
7478	Howell Communications	Radio equipment for new station	02/28/22	5,750.00
7479	John Hancock USA	457 Plan contributions	02/28/22	4,073.18
7480	Employee Reimbursement	Training	02/28/22	250.00

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
FEBRUARY 1, 2022 - FEBRUARY 28, 2022
MARCH 1, 2022**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7481	Occupational Health Centers	New Hires physicals	02/28/22	6,483.00
7482	Office Depot	Office supplies	02/28/22	64.42
7483	Real-Time	Computer maintenance	02/28/22	660.00
7484	Robert V Jensen	Bulk fuel	02/28/22	1,916.37
7485	Standard Insurance Company	Life & LTD Insurance	02/28/22	1,711.00
7486	U.S Bank Pars	Pension plan contributions	02/28/22	44,020.17
7487	US Bank Voyager Fleet Card	Voyager card fuel purchases	02/28/22	1,063.87
7488	Verizon	Toughbooks data plan	02/28/22	760.20
7489	Verizon Wireless	Cell phones - operations	02/28/22	281.08
7490	Verizon Wireless office	Cell phones - admin	02/28/22	521.69
	Bank Fee	Direct Deposit	02/28/22	1.75
	QuickBooks Payroll	Board Payroll	02/28/22	289.64
Total				\$ 663,663.97

Board action: To approve disbursements from West America general account as presented for the total amount of \$ 663,663.97

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISTRICT FUND CASH BALANCES
FEBRUARY 28, 2022**

CASH BALANCES	GENERAL	EQUIPMENT	BUILDING FUND	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY FUND	TOTAL OF ALL FUNDS
FUND CLASS #	10000	20000	41400	41410	41420	41430	41440	
Beg Balance 02/01/2022	4,180,696.21	3,127,088.23	258,574.35	1,198,399.21	34,860.09	345,735.63	121,074.77	9,266,428.49
Ending Balance 02/28/2022	4,212,456.91	3,127,088.23	258,574.35	1,202,122.28	34,860.09	345,735.63	121,074.77	9,301,912.26

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SERVICES, SUPPLIES AND MAINTENANCE
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022**

Services, Supplies and Maintenance	Fiscal Year 2021 - 2022 Budget	Activity thru 1/31/22	Feb-22	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
City of Fresno Metro Service Agreement	1,066,468	622,106.33	0.00	622,106.33	58.3%	444,361.67	41.7%
County of Fresno - Dispatch Services	210,200	74,380.00	0.00	74,380.00	35.4%	135,820.00	64.6%
Pension Obligation Bonds	363,663	181,831.44	30,305.24	212,136.68	58.3%	151,526.32	41.7%
FCERA Payment Financing	417,751	416,707.27	0.00	416,707.27	99.8%	1,043.73	0.2%
Apparatus Financing Payment	49,161	49,160.54	0.00	49,160.54	100.0%	0.46	0.0%
Property, Auto & Liability Insurance	115,000	111,340.00	0.00	111,340.00	96.8%	3,660.00	3.2%
Turnouts	100,000	31,981.69	13,603.25	45,584.94	45.6%	54,415.06	54.4%
Communications	90,000	52,203.59	5,240.16	57,443.75	63.8%	32,556.25	36.2%
Apparatus Maintenance	150,000	109,412.09	187.75	109,599.84	73.1%	40,400.16	26.9%
Station Equipment Maintenance	40,000	5,818.36	0.00	5,818.36	14.5%	34,181.64	85.5%
Computers & Office Equipment	60,000	36,170.92	6,495.07	42,665.99	71.1%	17,334.01	28.9%
Facility Maintenance	100,000	56,941.02	5,750.00	62,691.02	62.7%	37,308.98	37.3%
Station Supplies	40,000	24,829.05	0.00	24,829.05	62.1%	15,170.95	37.9%
Fuel	90,000	57,004.44	0.00	57,004.44	63.3%	32,995.56	36.7%
Utilities	65,000	43,679.41	691.92	44,371.33	68.3%	20,628.67	31.7%
Professional Services	130,000	109,772.90	18,571.23	128,344.13	98.7%	1,655.87	1.3%
Membership Dues & Subscriptions	20,000	9,407.42	50.00	9,457.42	47.3%	10,542.58	52.7%
Travel Expenses	30,000	7,219.61	0.00	7,219.61	24.1%	22,780.39	75.9%
Training	127,000	26,136.06	2,420.00	28,556.06	22.5%	98,443.94	77.5%
Office Supplies	20,000	12,320.73	1,292.54	13,613.27	68.1%	6,386.73	31.9%
Food	5,000	2,444.84	0.00	2,444.84	48.9%	2,555.16	51.1%
Fire Prevention	25,000	7,562.70	484.88	8,047.58	32.2%	16,952.42	67.8%
Apparatus Tools, Equipment & Hose	75,000	26,967.51	0.00	26,967.51	36.0%	48,032.49	64.0%
SCBA Masks & Maintenance	20,000	12,394.13	796.47	13,190.60	66.0%	6,809.40	34.0%
Totals	3,409,243	2,087,792.05	85,888.51	2,173,680.56	63.8%	1,235,562.44	36.2%

8th month of fiscal year - average = 66.67%

NORTH CENTRAL FIRE PROTECTION DISTRICT
REVENUE AND REIMBURSEMENTS
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022

Revenue	Fiscal Year 2021 - 2022 Budget	Activity thru 1/31/22	Feb-22	YTD Total	% of Budget Received	Budget Remaining	%
Property Taxes	10,467,016	5,145,027.24	35,483.77	5,180,511.01	49%	5,286,504.99	51%
Interest (County Investment Pool)	80,000	43,239.16	0.00	43,239.16	54%	36,760.84	46%
Fees, Permits and Plan Checks	35,000	64,868.53	11,215.25	76,083.78	217%	(41,083.78)	-117%
Ambulance Station Lease	17,388	7,245.00	2,898.00	10,143.00	58%	7,245.00	42%
Tower Rental	30,804	17,836.00	2,548.00	20,384.00	66%	10,420.00	34%
Weed Abatement Assessment	25,000	7,407.94	0.00	7,407.94	30%	17,592.06	70%
Fresno City College ISA Training	28,000	32,525.85	0.00	32,525.85	116%	(4,525.85)	-16%
Reimbursement for Priority One Calls	12,000	10,303.15	0.00	10,303.15	86%	1,696.85	14%
Miscellaneous Income	4,500	79,293.92	0.00	79,293.92	1762%	(74,793.92)	-1662%
Revenue Totals	10,699,708	5,407,746.79	52,145.02	5,459,891.81	51%	5,239,816.19	49%
Reimbursable Items		Activity thru 1/31/22	Feb-22	YTD Totals			
Ambulance Station Lease Utility Reimb.		5,374.84	0.00	5,374.84			
Strike Team Reimbursement	452,757.22	349,976.02	0.00	349,976.02			
SAFER Grant	837,610.00	403,877.00	0.00	403,877.00			
Reimbursement Totals		759,227.86	0.00	759,227.86			

**PG&E Comparison
2021 to 2022**

LOCATION	Jan-21	Jan-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	6,116	7,238	1,122
Acc# 7835118040 (Gas) - Therms	1,099	981	(118)
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	1,571	1,584	13
Acc# 7835118050 (Gas) - Therms	172	106	(66)
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	3,123	2,808	(315)
Acc# 2283032030 (Gas) - Therms	170	118	(52)
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	4,190	4,159	(31)
Acc# 7836118697 (Shop) - Kwh	602	672	70
Acc# 7835118020 (yrd lite) - Kwh	9	9	0
Total Kwh current month	4,801	4,840	39
Acc# 7835118821 (Gas) - Therms	253	244	(9)
1709 W. Bullard:			
Acc# 2283032570 (Elect) - Kwh	44	98	54
Acc# 2283032877 (Gas) - Therms	17	0	(17)
Acc# 7835118401 (Elect) - Kwh		17	17

**PG&E Comparison
2021 to 2022**

LOCATION	Jan-21	Jan-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	\$ 26.28	\$ 25.47	\$ (0.81)
Acc# 7835118040 (Gas) - Therms	\$ 1,595.85	\$ 1,809.80	\$ 213.95
MONTHLY TOTALS	\$ 1,622.13	\$ 1,835.27	\$ 213.14
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	\$ 10.84	\$ 10.51	\$ (0.33)
Acc# 7835118050 (Gas) - Therms	\$ 262.46	\$ 208.97	\$ (53.49)
MONTHLY TOTALS	\$ 273.30	\$ 219.48	\$ (53.82)
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	\$ 9.85	\$ 9.53	\$ (0.32)
Acc# 2283032030 (Gas) - Therms	\$ 258.83	\$ 231.20	\$ (27.63)
MONTHLY TOTALS	\$ 268.68	\$ 240.73	\$ (27.95)
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	\$ 1,005.91	\$ 1,072.33	\$ 66.42
Acc# 7836118697 (Shop) - Kwh	\$ 152.17	\$ 175.99	\$ 23.82
Acc# 7835118020 (yrd lite) - Kwh	\$ 11.77	\$ 11.82	\$ 0.05
Acc# 7835118821 (Gas) - Therms	\$ 375.62	\$ 458.51	\$ 82.89
MONTHLY TOTALS	\$ 1,545.47	\$ 1,718.65	\$ 173.18
1709 W. Bullard:			
Acc# 2283032570 (Elect) - Kwh	\$ 30.41	\$ 34.92	\$ 4.51
Acc# 2283032877 (Gas) - Therms	\$ 32.28	\$ 8.66	\$ (23.62)
Acc# 7835118401 (Elect) - Kwh		\$ 13.39	\$ 13.39
MONTHLY TOTALS	\$ 62.69	\$ 56.97	\$ (5.72)
TOTALS BY MONTH	\$ 3,772.27	\$ 4,071.10	\$ 298.83

**PG&E Comparison
2021 to 2022**

LOCATION	Feb-21	Feb-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	3,637	7,232	3,595
Acc# 7835118040 (Gas) - Therms	810	1,025	215
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	1,146	1,955	809
Acc# 7835118050 (Gas) - Therms	102	136	34
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	2,773	0	(2,773)
Acc# 2283032030 (Gas) - Therms	92	249	157
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	4,332	4,197	(135)
Acc# 7836118697 (Shop) - Kwh	626	713	87
Acc# 7835118020 (yrd lite) - Kwh	9	9	0
Total Kwh current month	4,967	4,919	(48)
Acc# 7835118821 (Gas) - Therms	207	277	70
1709 W. Bullard:			
Acc# 2283032570 (Elect) - Kwh	100	92	(8)
Acc# 2283032877 (Gas) - Therms	3	0	(3)
Acc# 7835118401 (Elect) - Kwh		38	38
3031 W. Nielsen:			
Acc# 228813832 (Elect) - Kwh		100	100
Acc# 2280727636 (Gas) - Therms		1	1

**PG&E Comparison
2021 to 2022**

LOCATION	Feb-21	Feb-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	\$ 24.64	\$ 23.82	\$ (0.82)
Acc# 7835118040 (Gas) - Therms	\$ 1,181.54	\$ 1,929.60	\$ 748.06
MONTHLY TOTALS	\$ 1,206.18	\$ 1,953.42	\$ 747.24
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	\$ 9.86	\$ 9.85	\$ (0.01)
Acc# 7835118050 (Gas) - Therms	\$ 160.59	\$ 267.40	\$ 106.81
MONTHLY TOTALS	\$ 170.45	\$ 277.25	\$ 106.80
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	\$ 9.86	\$ -	\$ (9.86)
Acc# 2283032030 (Gas) - Therms	\$ 147.67	\$ 478.16	\$ 330.49
MONTHLY TOTALS	\$ 157.53	\$ 478.16	\$ 320.63
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	\$ 1,029.61	\$ 1,132.09	\$ 102.48
Acc# 7836118697 (Shop) - Kwh	\$ 157.02	\$ 197.94	\$ 40.92
Acc# 7835118020 (yrd lite) - Kwh	\$ 11.76	\$ 11.94	\$ 0.18
Acc# 7835118821 (Gas) - Therms	\$ 309.30	\$ 530.84	\$ 221.54
MONTHLY TOTALS	\$ 1,507.69	\$ 1,872.81	\$ 365.12
1709 W. Bullard:			
Acc# 2283033680 (Elect) - Kwh	\$ 44.32	\$ 33.65	\$ (10.67)
Acc# 2283032877 (Gas) - Therms	\$ 13.13	\$ 8.12	\$ (5.01)
Acc# 7835118401 (Elect) - Kwh		\$ 19.89	\$ 19.89
MONTHLY TOTALS	\$ 57.45	\$ 61.66	\$ 4.21
3031 W. Nielsen:			
Acc# 228813832 (Elect) - Kwh		\$ 31.35	\$ 31.35
Acc# 2280727636 (Gas) - Therms		\$ 4.34	\$ 4.34
MONTHLY TOTALS	\$ -	\$ 35.69	\$ 35.69
TOTALS BY MONTH	\$ 3,099.30	\$ 4,678.99	\$ 1,579.69

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, FEBRUARY 24, 2022, 5:30 P.M.
MINUTES**

1. CALL TO ORDER

District Board Chair Mr. Ken Abrahamian called the meeting to order at 5:40 p.m.

Roll Call

Board Members Present: Mr. Michael Golden, Mr. Michael Foglio, Mr. Rusty Nonini, Mr. Ken Abrahamian, Ms. Amanda Souza

Also present were Fire Chief Tim Henry, Ken Price.

2. INVOCATION AND FLAG SALUTE

The invocation was led by Mr. Brian Arabian and the flag salute was led by Chief Henry.

3. PUBLIC COMMENTS

There were no public comments.

4. RECOGNITION OF JOE BARCELOS

Chief Henry expressed his and the Barcelos family's appreciation for the district personnel and board members that participated in the memorial service for Mr. Barcelos. Chief Henry requested the Item 4 memo be read in to the minutes as follows: *On February 9, 2022, the district lost one of its most valued family members, Joe Barcelos. Joe Barcelos was born May 5, 1960 and passed into the arms of the Lord on February 9, 2022. His parents were Diego and Joanne Barcelos. He grew up in Kerman, California on the dairy his family owned. When the dairy was sold, he farmed the land with his father and brother. He met the love of his life Kim Findley and they were married in 1982. They have three children, Jared, Justin, and Rachel. Joe earned a bachelor's degree from National University and went to work for Kerman State Bank. Joe came to NCFPD in January 2001 as an account clerk. In October 2005, Joe was promoted to the Finance Director position which subsequently transitioned into the title of Business Manager, and he successfully oversaw the business functions of the fire district for almost seventeen years. The mission of North Central Fire Protection District is to integrate with our community by exceeding traditional service expectations. Joe did this in every aspect of his life. Joe knew district operations and financing inside out, and he was instrumental in the success and growth of the district. Joe was the historical point of refence for staff, finance expert, and all around "go-to" person, providing assistance when and wherever needed with quiet grace and professionalism. He finished his career as the Business Manager for the North Central Fire District where he worked for 21*

years. Joe loved the Lord and served Him through several Christian ministries which included Walk to Emmaus and Kairos Prison ministries. He enjoyed golf and fishing, but his favorite thing to do was spend time with his family, especially his three precious grandchildren, Annie, Everett, and Cora. They were the light of his world.

Anyone fortunate enough to have known Joe describe him as gentle, soft-spoken, kind, generous, and a friend to everyone. He never said no when asked to help and went the extra mile to make sure that things were done right. His children knew he would do anything for them and was never further than a phone call away. He supported them in everything they did and his faith and work ethic continue to be an inspiration to them. This July, Joe and Kim would have celebrated their 40th wedding anniversary. He was preceded in death by his brother Michael Barcelos and his mother Joanne Barcelos. He is survived by his father Diego Barcelos, sisters Kathy Halstead and Judy Barcelos, wife Kim, son Jared and his wife Emily, son Justin and his wife Marissa, daughter Rachel Barcelos and grandchildren. Joe was an integral member of the district and he will be missed.

In recognition of his many contributions to the District, Chief Henry requested that the Board adjourn in memory of Joe Barcelos. Several board members echoed the many contributions that Mr. Barcelos made to the district and the friendship they experienced. Chief Henry noted that The County of Fresno Board of Supervisors also adjourned in memory of Mr. Barcelos at their February 22, 2022 meeting.

5. CONSENT AGENDA

- A) Consideration and Approval of Disbursements List for January 2022
- B) Review and Acceptance of Monthly Financial Reports
 - 1) District Fund Balances – All Funds
 - 2) Budget Variance Report: YTD Expenses Compared to Budget
 - 3) Revenue and Reimbursement Report

Mr. Abrahamian asked the District Board and members of the public if there were any items on the Consent Agenda they would like to pull from the agenda for discussion or questions. Hearing none, Mr. Abrahamian called for a motion to approve the Consent Agenda.

MOTION: To approve the consent agenda as presented.

Moved by: Mr. Nonini, second by Mr. Foglio

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Aye	Aye	Aye	5/0

6. APPROVAL OF MINUTES

A) Minutes of the Regular Board Meeting of January 27, 2022.

MOTION: To approve the minutes of the Regular Board Meeting of January 27, 2022 as presented.

Moved by: Mr. Golden, second by Ms. Souza

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Aye	Aye	Aye	5/0

7. FIRE CHIEF REPORT

- A) Fire Incident/Fire Prevention Reports for January 2022
- B) Summary of 2021 Fire Calls
- C) Fig Garden Fire Protection District Update

Chief Henry presented the summary of calls for the month of January 2022 and the summary of calls and statistical information for the 2021. Chief Henry also reported to the board that he would be attending the next Fig Garden Fire Protection District board meeting on March 15th to follow-up on the Automatic/Mutual Aid Agreement proposed by the District.

8. RESOLUTION NO. 22-02 – ADOPTING DISTRICTS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10010 AND SELECTION OF A DISTRICT MAP

Mr. Abrahamian invited Ken Price to provide an overview of the process to transition from at-large to district-by-district elections that the District has conducted through a series of public hearings over several months. Mr. Price noted that at this time, the District is on the final step in the process and the board will need to select a map for submission to the County of Fresno Elections Department to use in subsequent elections. Mr. Abrahamian commented that he and Ms. Souza were on an Ad Hoc committee of members selected to review the maps and felt that any of the maps would meet the requirements of the California Voting Rights Act. Mr. Abrahamian and Mr. Nonini felt that either Map 4 or Map 5 would be preferable and that Map 5 provided some clearer boundary lines. Ms. Souza also agreed that Map 4 or Map 5 would be sufficient. Mr. Foglio and Mr. Golden also prefer Map 5 for the same reasons. Mr. Abrahamian inquired if the maps were available to the public and Chief Henry noted they have been on the District website prior to January 13, 2022. Mr. Abrahamian inquired if any public comments had been received and Chief Henry indicated there had been none. Noting a general consensus for Map 5, Mr. Abrahamian called for a motion.

MOTION: To adopt district Map 5 (five) for inclusion into Resolution No. 22-02 A Resolution of the North Central Fire Protection District Board of Directors Adopting Districts Pursuant to California Elections Code Section 10010.

Moved by: Mr. Nonini, second by Mr. Foglio

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Aye	Aye	Aye	5/0

- A) Consider and adopt Resolution No. 22-02 transitioning to a by-district election system.

MOTION: To adopt Resolution No. 22-02 A Resolution of the North Central Fire Protection District Board of Directors Adopting Districts Pursuant to California Elections Code Section 10010

Moved by: Mr. Nonini, second by Mr. Golden

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Aye	Aye	Aye	5/0

PUBLIC COMMENT:

There were no public comments, the Board adjourned into closed session.

9. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

Agency designated representatives: Chief Tim Henry and outside negotiator Che Johnson Liebert Cassidy Whitmore

Employee organization: North Central Professional Firefighters Association

Report from Closed Session: No action to report.

- B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: Number of cases: 2

Report from Closed Session: No action to report.

10. BOARD MEMBER COMMENTS/REPORTS – no comments were noted.

11. ANNOUNCEMENTS

- A) Next Regular Board Meeting: Thursday, March 24, 2022 at 5:30 p.m.

12. ADJOURNMENT

Motion: In recognition of Joe Barcelos' many contributions to the District, a motion is made to adjourn in memory Joe Barcelos. The meeting was adjourned at 7:32 p.m.

Moved by Mr. Foglio; second by Mr. Nonini

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Aye	Aye	Not present	4/0

Amanda Souza, Board Secretary
North Central Fire Protection District

Date

February 2022

Total Calls
322

Fire/Other
41%

47 Fire Call Types

84 Other Types

EMS/Rescue
59%

191

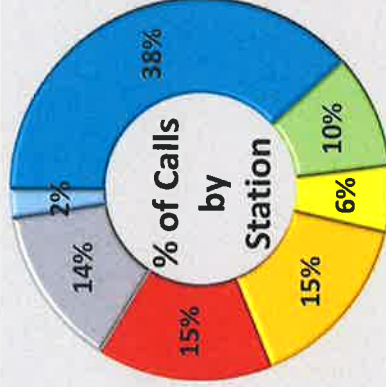
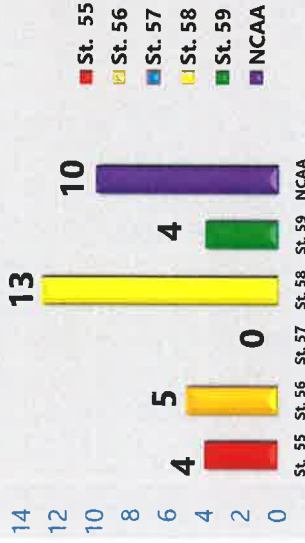
EMS/Rescue
Call Types

Average Response Time Fires

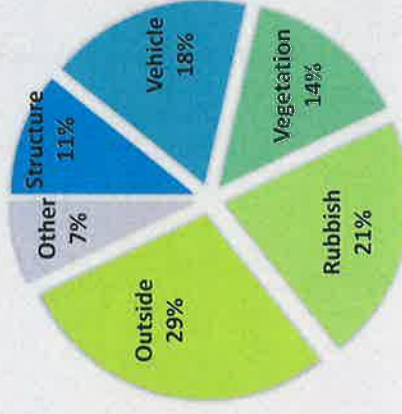


TOTAL FIRE LOSS
\$421,000.00

Overlapping call % by Station (Q2)



FIRES BY TYPE





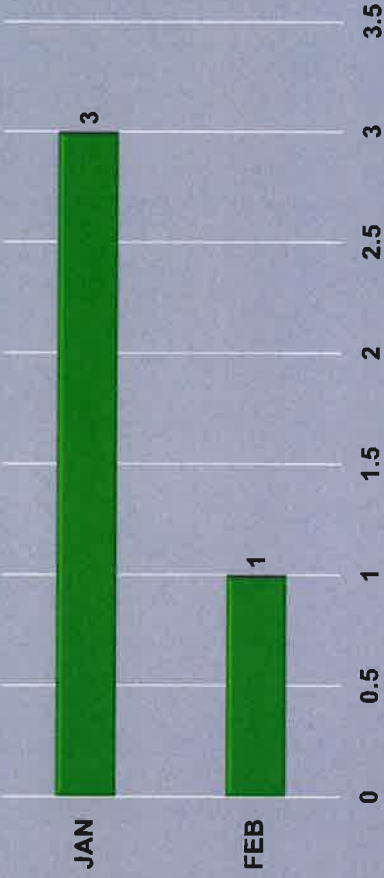
Fire Investigation Statistics for February 2022

INVESTIGATIONS BY TYPE

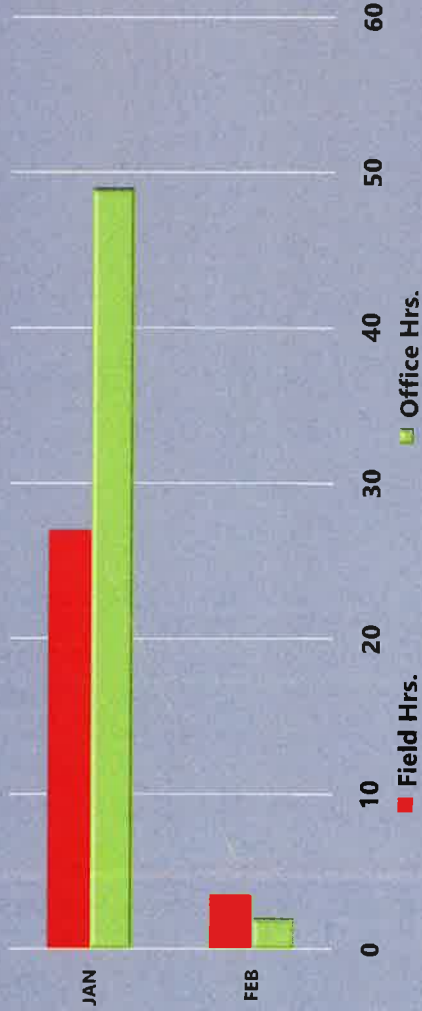
- Structure Fires
- Vegetation Fire
- Vehicle Fires
- Other- Fires (Property)



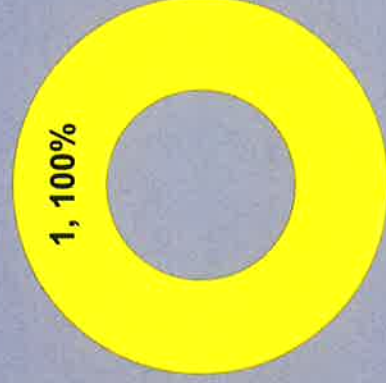
INVESTIGATION COUNT PER MONTH



INVESTIGATION HOURS PER MONTH



% OF INVESTIGATIONS BY 1ST IN STATION

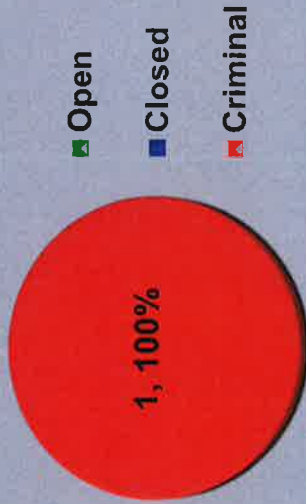


- Station 55
- Station 54
- Station 56
- Station 57
- Station 58
- Station 59

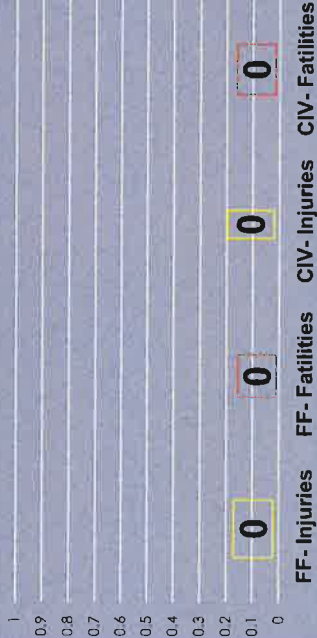


Fire Investigation Statistics for February 2022

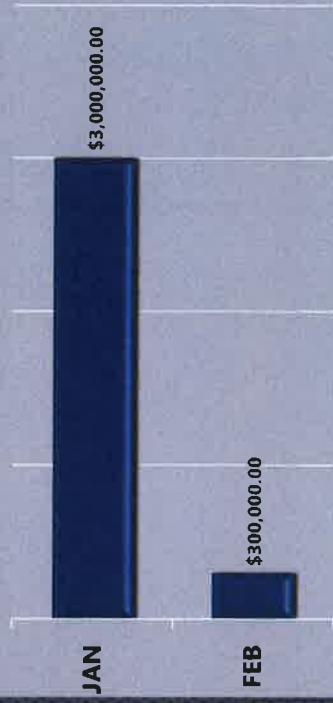
STATUS OF INVESTIGATIONS



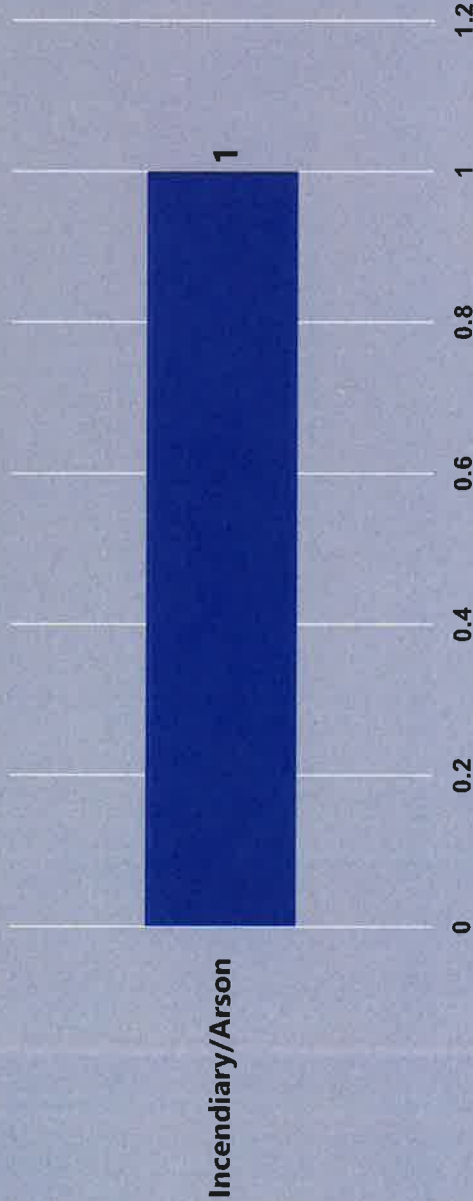
INJURIES / FATALITIES



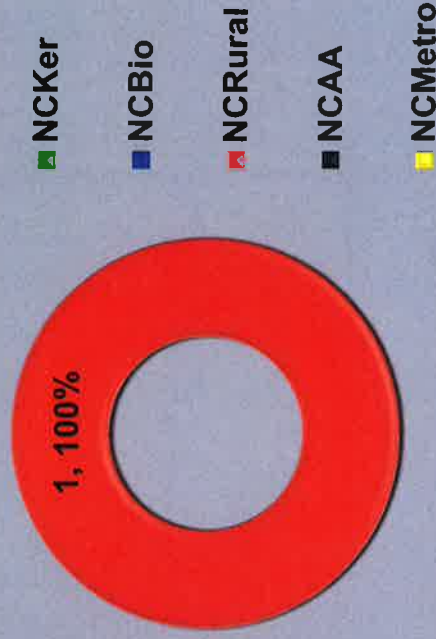
TOTAL DOLLAR LOSS - PER MONTH



INVESTIGATION CLASSIFICATIONS

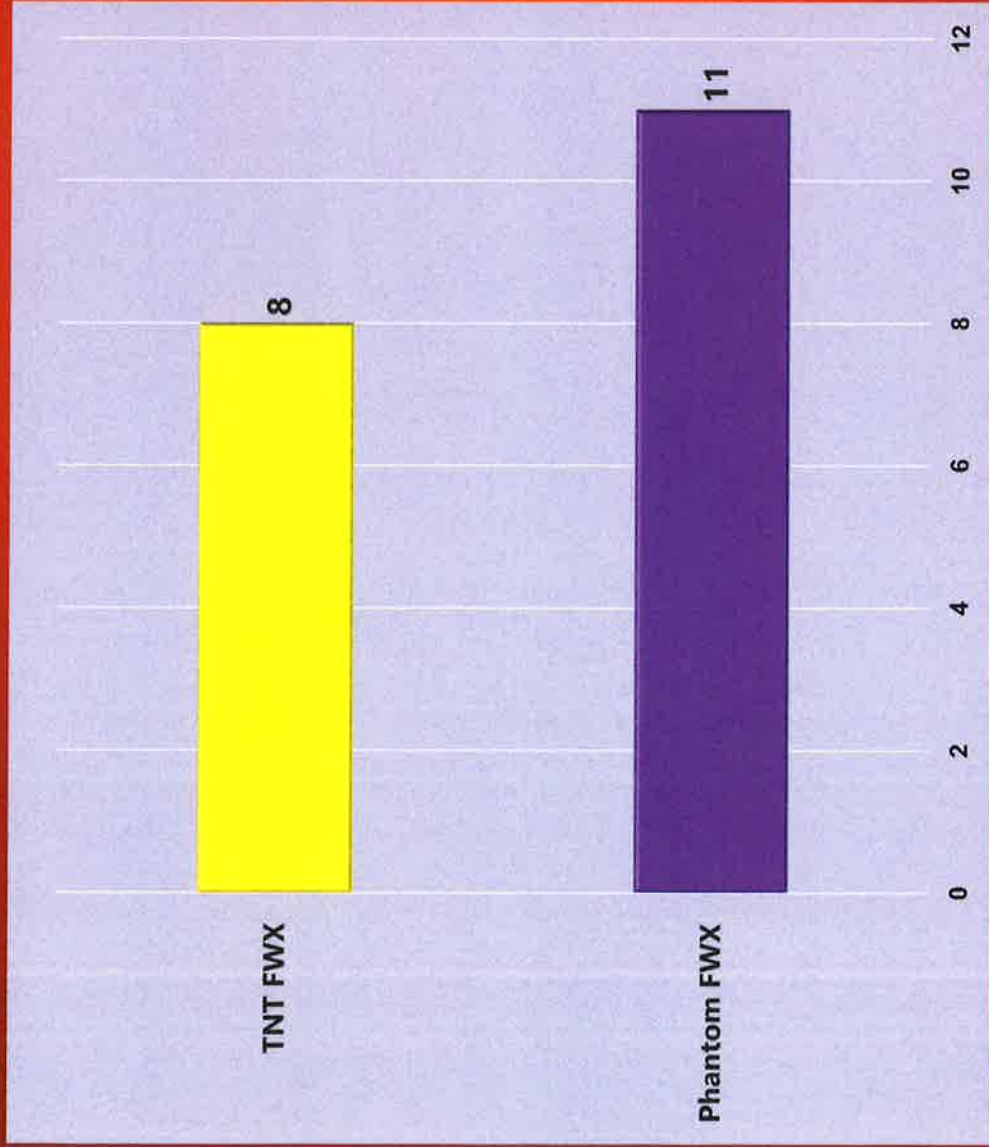


INVESTIGATIONS BY ZONES





Safe & Sane Fireworks Booths Applications 2022



Total # Fireworks Booths Applications Submitted

19



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden


Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
15850 W. Kearney Boulevard
Kerman, California 93630-9335
(559) 275-5531 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief 

DATE: March 24, 2022

SUBJECT: Weed Abatement Resolution No. 22-03

Attached for the Board's review and adoption is Weed Abatement Resolution No. 22-03, which establishes a public nuisance exists, and sets the Public Hearings for May 26, 2022, June 23, 2022, and July 28, 2022.

A copy of Exhibit A of Resolution No. 22-03 will be available at the Board meeting.

Recommended Action: Adopt Resolution No. 22-03 to establish the existence of a public nuisance within the North Central Fire District and to set the public hearing dates to May 26, 2022, June 23, 2022, and July 28, 2022, at 5:30 p.m.

RESOLUTION NO. 22-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL FIRE PROTECTION DISTRICT ESTABLISHING THE EXISTENCE OF A PUBLIC NUISANCE WITHIN THE NORTH CENTRAL FIRE PROTECTION DISTRICT

At a regular meeting of the Board of Directors of North Central Fire Protection District, it was moved by director _____, and seconded by director _____ and duly carried that the following resolution be adopted:

WHEREAS, Fire Chief Tim Henry brought to the attention of the North Central Fire Protection District Board of Directors that weeds, as defined in Health and Safety Code section 14875, are likely to develop upon streets, sidewalks, or parcels of private property located within the boundaries of the North Central Fire Protection District that constitute a public nuisance as a fire hazard when dry and combustible, and create a menace to the public health as noxious or dangerous; and,

WHEREAS, it appears necessary to set public hearings at which the Board of Directors shall hear objections to the proposed weed abatement of such weeds and give any objections due consideration.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Directors of the North Central Fire Protection District proposes that public hearings be set at 5:30 pm on Thursday, May 26, 2022, June 23, 2022, and July 28, 2022, to consider the existence of such public nuisance and hear objections to the abatement of such weeds. The property upon which, or in front of which a nuisance exists is described by parcel number in Exhibit "A".

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on the 24th day of March 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chair

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF KERMAN)

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a Regular Meeting of the Board of Directors on March 24th, 2022.

DATED: March 24, 2022

Amanda Souza, Board Secretary

EXHIBIT “A”

RESOLUTION NO. 22-03

Exhibit A for District Resolution No. 22-03 is a document of over 500 pages listing over 16,000 properties. The exhibit is not part of your Board packet but will be available for viewing at the Board meeting or upon request.



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Foglio


Michael Golden • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
15850 W. Kearney Boulevard
Kerman, California 93630-9335
(559) 878-4550 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief 

DATE: March 24, 2022

SUBJECT: Resolution No. 22-03 – Amending Salary & Benefit Resolution No. 21-06

The District adopted salary and benefit Resolution No. 21-06 on June 24, 2021. Staff is recommending to amend the District's salary and benefit resolution to reflect the following changes:

- Add one new position - Community Risk Reduction Specialist. This position, under direction of the Fire Marshal, independently performs a multitude of community risk reduction and fire prevention tasks, including but not limited to, working with entities to develop and implement risk reduction programs for the whole community; performing fire inspections to determine conformance with adopted District, State codes and regulations; delivering safety programs on topics such as fire safety, sprinkler systems, smoke detectors and reports on topics related to prevention and risk reduction programs.
- Convert the pay of the Business Manager position from a 3-step salary scale to a salary range. This action is being recommended to provide a salary range that is more reflective of the position's responsibilities and to be competitive in the current employment environment.
- Change the title of Administrative Technician to Information Technology Manager. This action is being recommended to have the job title more accurately reflect the position.
- Update Section 8. Retirement. This action is being taken to update Section 8. Retirement to reflect the changes in District retirement contributions for both safety and non-safety members to agree to the January 1, 2021 PARS Retirement Plan Funding Valuation for 2021/22 and 2022/23 contributions. The safety employer contribution increased from 10.3% to 13.0% and the non-safety employer contribution increased from 10.8% to 12.5%.

- Reflection of sworn-safety, management sworn-safety, sworn non-safety, and non-sworn, non-safety status.

When the District's budget was adopted in August, funding for the newly created Community Risk Reduction Specialist position was not included in the salary and benefit costs. There are, however, sufficient salary and benefit savings from existing administrative vacancies to fund the new Community Risk Reduction Specialist position and any salary costs that may be associated with the Business Manager salary range conversion through fiscal year end. Salaries and benefits costs for the new position will be included in future proposed budgets as appropriate.

There is no fiscal impact associated with the job title change to Information Technology Manager.

Attached for your review is the Resolution including Exhibit A1 (Salary Scale) reflecting the recommended changes (yellow highlights with red strike-out) as well as the final recommended Exhibit.

Recommended Action: Consider and adopt Salary and Benefit Resolution No. 22-04.

RESOLUTION No. 22-04

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL FIRE PROTECTION DISTRICT TO AMEND RESOLUTION NO. 21-06 TO ESTABLISH SALARIES AND BENEFITS FOR CURRENT AND FUTURE EMPLOYEES.

WHEREAS, the North Central Fire Protection District (DISTRICT) is a California special district located in the County of Fresno, and

WHEREAS, it is the DISTRICT's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the DISTRICT has in its employ, SAFETY AND NON-SAFETY employees; and

WHEREAS, there is a need to amend Resolution No. 21-06 adopted at a regular board meeting on June 24, 2021,

WHEREAS, the Board of Directors of the DISTRICT has reviewed the proposed salaries for all of its employees; and

WHEREAS, the DISTRICT shall enter into a separate employment agreement with the Fire Chief; and

WHEREAS, the DISTRICT will compensate its employees' overtime in accordance with this SALARIES AND BENEFITS RESOLUTION while during the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response as defined in the California Fire Assistance Agreement or Mutual-Aid Agreements.

NOW THEREFORE BE IT RESOLVED that the conditions set forth in this resolution, as stated below, take effect upon adoption by the North Central Fire Protection District Board of Directors.

1. Compensation. A base salary range for each employee position are established in Exhibit A1.
2. Premium Pay. Suppression personnel will receive a ten percent (10%) Premium Pay for forty-hour (40) Staff positions.
3. Uniform Allowance. The District shall reimburse employee for the actual cost of any expenses incurred to purchase or replace a District

authorized uniform, up to Seven Hundred Fifty and No/100 Dollars (\$750.00) per fiscal year.

4. Vacation. All vacation time shall be earned and credited to permanent employees on a monthly basis. Mid-Management is credited 1/3 of their vacation hours on the first day of the Fiscal Year. Employees in the following job classes shall earn annual vacation per the following:

40-hour Shift Employees

- a. Up to and including five years of service – ten (10) working days. Mid-Management 15 days
- b. Six years through ten years of service – fourteen (14) working days. Mid-Management 17.5 days.
- c. Eleven years of service or more – eighteen (18) working days. Mid-Management 20 days.

56-hour Shift Employees

- a. Up to and including five years of service – five (5) shifts (120 hours). Mid-Management 7.5 shifts
- b. Six years through ten years of service – seven (7) shifts (168 hours). Mid-Management 10 shifts
- c. Eleven years of service or more – nine (9) shifts (216 hours). Mid-Management 12 shifts

*Mid-Management are those position that are FLSA overtime exempt.

5. Sick Leave. Fifty-six (56) hour employees shall accrue sick leave at the rate of 12 hours a month, and forty (40) hour employees accrue sick leave at the rate of 8 hours a month. Part-time employees will be provided the state minimum required 24 hours (3 days) of sick leave at the beginning of each 12-month period.
6. Health and Welfare Contribution. The District will make available group medical, dental, optical and life insurance to all fulltime employees; however, DISTRICT's contribution shall be 80% of the total cost for these benefits with a maximum DISTRICT contribution of \$1,600 per month effective January 1, 2021.
7. Holiday Pay. 40-hour employees are eligible for a maximum of 88 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a holiday shall receive compensatory pay at straight time equal to the number of hours worked. Likewise, when the holiday falls on the employee's regularly scheduled

day off, they shall receive one day of compensatory pay. No leave hours shall carryover to the next year to be cashed out. The Fire Chief may on occasion assign certain employees to work on a designated holiday. When this occurs, the employee shall receive one hour of paid overtime for each hour worked.

The District provides a maximum total of 88 hours paid holiday time per calendar year to 40-hour employees. This equals to ten (10) regular 8-hour workdays and two (2) ½ days or four (4) work hours each, on Christmas Eve Day, December 24th, and Friday afternoon prior to Easter Sunday.

56-hour employees are compensated an additional ½ time when working a District recognized holiday.

The District recognized holidays are:

1. New Year's Day, January 1
2. Martin Luther King Day, Third Monday in January
3. Washington's Birthday, Third Monday in February
4. Memorial Day, Fourth Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day, Fourth Thursday in November
9. Day After Thanksgiving Day
10. Christmas Day, December 25

8. Retirement.

The District adopted a 401(a) Defined Benefit Plan at a special board meeting held on December 12, 2018. Under this Plan, the District will contribute 13.0% for safety employees and 12.5% for non-safety employees of an employee's base salary .

This Resolution supersedes and replaces all prior District resolutions establishing salaries and benefits to current and future employees as of the date of adoption of this resolution.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on this 24th day of March 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF KERMAN)

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a regular meeting of the Board of Directors on March 24, 2022.

DATED: March 24, 2022

Amanda Souza, Board Secretary

"EXHIBIT A1"
RESOLUTION NO. 22-04
NORTH CENTRAL FIRE PROTECTION DISTRICT
SALARY SCALE

	Position	Pay Rate	Step I	Step II	Step III	
SWORN - SAFETY	Firefighter Trainee	Monthly Base Pay	4,396		4,627	
		Annual Base Pay	52,752		55,524	
	Firefighter	Monthly Base Pay	4,884		5,141	5,412
		Annual Base Pay	58,608		61,692	64,944
	Engineer	Monthly Base Pay	5,377		5,660	5,958
		Annual Base Pay	64,524		67,920	71,496
	Captain	Monthly Base Pay	5,914		6,225	6,553
		Annual Base Pay	70,968		74,700	78,636
MANAGEMENT SWORN - SAFETY	Fire Marshal	Monthly Base Pay	8,390		8,810	9,250
		Annual Base Pay	100,680		105,720	111,000
	Battalion Chief	Monthly Base Pay	9,250		9,738	10,251
		Annual Base Pay	111,000		116,856	123,012
	Deputy Chief	Monthly Base Pay	11,078		11,632	12,214
		Annual Base Pay	132,936		139,584	146,568
	Fire Chief	The District Fire Chief salary is based on a salary range				
		Monthly Salary Range		11,751	-	13,020
Annual Salary Range			141,012	-	156,240	
SWORN NON-SAFETY	Inspector	Monthly Base Pay	5,286		5,564	5,857
		Annual Base Pay	63,432		66,768	70,284
	Community Risk Reduction Specialist	Monthly Base Pay	4,600		4,800	5,100
		Annual Base Pay	55,200		57,600	61,200
NON SWORN -- NON SAFETY	Business Manager	Monthly Base Pay	5,438		5,725	6,027
		Annual Base Pay	65,256		68,700	72,324
		The District Business Manager salary is based on a salary range				
	Executive Assistant	Monthly Base Pay	4,856		5,112	5,381
		Annual Base Pay	58,272		61,344	64,572
	Principal Account Clerk	Monthly Base Pay	4,336		4,565	4,805
		Annual Base Pay	52,032		54,780	57,660
	Senior Account Clerk	Monthly Base Pay	3,819		4,020	4,231
		Annual Base Pay	45,828		48,240	50,772
	Administrative Clerk	Monthly Base Pay	2,625		2,756	2,894
		Annual Base Pay	31,500		33,072	34,728
	Admin Tech - Information Technology Manager	Monthly Base Pay	4,321		4,548	4,787
		Annual Base Pay	51,852		54,576	57,444
Property Maintenance Worker	Monthly Base Pay	4,120		4,326	4,542	
	Annual Base Pay	49,440		51,912	54,504	
Paid Intern	\$15 an hour or State of California Minimum Wage, whichever is higher.					

"EXHIBIT A1"
RESOLUTION NO. 22-04
NORTH CENTRAL FIRE PROTECTION DISTRICT
SALARY SCALE

	Position	Pay Rate	Step I	Step II	Step III	
SWORN - SAFETY	Firefighter Trainee	Monthly Base Pay	4,396		4,627	
		Annual Base Pay	52,752		55,524	
	Firefighter	Monthly Base Pay	4,884		5,141	5,412
		Annual Base Pay	58,608		61,692	64,944
	Engineer	Monthly Base Pay	5,377		5,660	5,958
		Annual Base Pay	64,524		67,920	71,496
	Captain	Monthly Base Pay	5,914		6,225	6,553
		Annual Base Pay	70,968		74,700	78,636
MANAGEMENT SWORN - SAFETY	Fire Marshal	Monthly Base Pay	8,390		8,810	9,250
		Annual Base Pay	100,680		105,720	111,000
	Battalion Chief	Monthly Base Pay	9,250		9,738	10,251
		Annual Base Pay	111,000		116,856	123,012
	Deputy Chief	Monthly Base Pay	11,078		11,632	12,214
		Annual Base Pay	132,936		139,584	146,568
	Fire Chief	The District Fire Chief salary is based on a salary range				
		Monthly Salary Range		11,751	-	13,020
Annual Salary Range			141,012	-	156,240	
SWORN NON-SAFETY	Inspector	Monthly Base Pay	5,286		5,564	5,857
		Annual Base Pay	63,432		66,768	70,284
	Community Risk Reduction Specialist	Monthly Base Pay	4,600		4,800	5,100
		Annual Base Pay	55,200		57,600	61,200
NON - SWORN NON-SAFETY	Business Manager	The District Business Manager salary is based on a salary range				
		Monthly Salary Range		5,438	-	8,288
		Annual Salary Range		65,256	-	99,456
	Executive Assistant	Monthly Base Pay	4,856		5,112	5,381
		Annual Base Pay	58,272		61,344	64,572
	Principal Account Clerk	Monthly Base Pay	4,336		4,565	4,805
		Annual Base Pay	52,032		54,780	57,660
	Senior Account Clerk	Monthly Base Pay	3,819		4,020	4,231
		Annual Base Pay	45,828		48,240	50,772
	Administrative Clerk	Monthly Base Pay	2,625		2,756	2,894
		Annual Base Pay	31,500		33,072	34,728
	Information Technology Manager	Monthly Base Pay	4,321		4,548	4,787
Annual Base Pay		51,852		54,576	57,444	
Property Maintenance Worker	Monthly Base Pay	4,120		4,326	4,542	
	Annual Base Pay	49,440		51,912	54,504	
Paid Intern	\$15 an hour or State of California Minimum Wage, whichever is higher.					



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden


Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
15850 W. Kearney Boulevard
Kerman, California 93630-9335
(559) 275-5531 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief 

DATE: March 24, 2022

SUBJECT: Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement with County of Fresno

The County of Fresno will receive approximately \$194 million of federal stimulus funding from the American Rescue Plan Act of 2021. This Act was signed into law by the President on March 21, 2021, and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program. These stimulus funds are to be used to support public health expenditures, address negative economic impact, replace lost public sector revenue, provide premium pay for essential workers and invest in infrastructure.

Staff was contacted by the County to provide an estimate of the operational costs experienced by the district in the provision of medical care at COVID-19 emergencies. Between March 3, 2021 and March 1, 2022 there were 4,440 calls for emergency service of which approximately 64% (2,842) were identified by staff as in-home, life-threatening medical services related to COVID-19 emergencies. At a per call direct cost of \$631 each, plus overtime and other operational expenditures, the district costs associated with emergency COVID-19 calls was approximately \$2,073,897. The District is requesting reimbursement for a portion of these costs from the SLFRF Program funding, and the County will provide reimbursement funding in the amount of \$1,085,668.

The County Administrative Office is anticipating presenting the contract at the April 5th Board of Supervisors meeting for their consideration and approval.

Recommended Action: – Consider and authorize Board Chair to execute the Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement with County of Fresno.

1 **CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

2 **SUBRECIPIENT AGREEMENT**

3 THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____,
4 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of
5 California ("COUNTY"), and NORTH CENTRAL FIRE PROTECTION DISTRICT, a California independent
6 special district in the County of Fresno with a district office located at 15850 W. Kearney Boulevard,
7 Kerman, CA 93630 ("SUBRECIPIENT").

8 **WITNESSETH:**

9 **WHEREAS**, on March 11, 2021, the President signed into law the American Rescue Plan Act of
10 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF")
11 Program; and

12 **WHEREAS**, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for
13 the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an
14 "Eligible Use," collectively "Eligible Uses"):

- 15 (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- 16 (2) To respond to workers performing essential work during the COVID-19 public health
17 emergency;
- 18 (3) For the provision of government services to the extent of the reduction in revenue due to
19 the COVID-19 public health;
- 20 (4) To make necessary investments in water, sewer, or broadband infrastructure; and

21 **WHEREAS**, the COUNTY intends to allocate a portion of its SLFRF to SUBRECIPIENT for one or
22 more Eligible Uses; and

23 **WHEREAS**, the SLFRF provided under this Agreement are intended to address the public health
24 impacts experienced by the SUBRECIPIENT due to SUBRECIPIENT's response and provision of medical
25 care at COVID-19 emergencies; and

26 **WHEREAS**, the provision of SLFRF to SUBRECIPIENT under this Agreement is intended to
27 support a strong and equitable recovery from the COVID-19 pandemic and economic downturn by
28 providing financial assistance to entities that operate or serve disproportionately impacted communities in

1 Fresno County; and

2 **WHEREAS**, under Section 602(c)(3) of the ARPA, the COUNTY may transfer SLFRF to a special-
3 purpose district for Eligible Uses for the purpose of meeting ARPA's goals; and

4 **WHEREAS**, SUBRECIPIENT represents that it is a special-purpose district under Section 602(c)(3)
5 of the ARPA; and

6 **WHEREAS**, SUBRECIPIENT provides emergency medical response, fire prevention and
7 suppression, wildland fire suppression, and search and rescue in an area with an estimated population of
8 51,000 residents in central Fresno County, most of which are recognized as economically
9 disadvantaged communities in the State of California; and

10 **WHEREAS**, SUBRECIPIENT represents that since March 3, 2021 through March 1, 2022
11 SUBRECIPIENT has responded to 4,440 calls for emergency assistance, of which 2,842 of those calls
12 (64% of total calls) are identified as in-home life-threatening medical service related to COVID-19
13 emergencies; and

14 **WHEREAS**, SUBRECIPIENT represents that since March 3, 2021 the public health emergency
15 has increased operational cost by \$2,072,897 in personnel payroll, overtime, fuel, maintenance cost,
16 and SUBRECIPIENT continues to incur costs related to COVID-19 mitigation and medical expenses;
17 and

18 **WHEREAS**, SUBRECIPIENT continues to respond to calls for assistance for medical service
19 related to COVID-19 emergencies; and

20 **WHEREAS**, the SUBRECIPIENT represents that it only seeks from the COUNTY to be
21 reimbursed for costs related to COVID-19 calls for service; and

22 **WHEREAS**, based on SUBRECIPIENT's representations stated herein, COUNTY will grant to
23 SUBRECIPIENT the SLFRF up to the amount stated herein so that SUBRECIPIENT may sustain its
24 operations and address the public health impacts to the SUBRECIPIENT'S operational budget due to an
25 increased volume of calls for emergency assistance related to the COVID-19 public health emergency; and

26 **WHEREAS**, SUBRECIPIENT represents that it intends to use the SLFRF to pay for public
27 health-related costs that the SUBRECIPIENT has incurred and continues to incur due to its response to
28 increased COVID-19 related emergencies ("Program"); and

1 **WHEREAS**, SUBRECIPIENT's provision of emergency medical responses, on behalf of the
2 County of Fresno, benefits the public located in its surrounding area in Fresno County, and the public at
3 large; and

4 **WHEREAS**, COUNTY has determined that the Program is an Eligible Use of SLFRF under the
5 ARPA, in reliance on information provided by SUBRECIPIENT; and

6 **WHEREAS**, COUNTY has determined that the provision of SLFRF to SUBRECIPIENT will
7 promote equity in the County of Fresno, as SUBRECIPIENT serves disproportionately impacted
8 communities in Fresno County; and

9 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
10 COUNTY may provide SLFRF for appropriate and qualifying expenditures of grant funds advanced to
11 the SUBRECIPIENT by the COUNTY, as permitted under the Interim Final Rule and Final Rule.

12 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein
13 contained, the parties hereto agree as follows:

14 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

15 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
16 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
17 correct, and that COUNTY may rely upon each of those representations in granting the SLFRF to
18 SUBRECIPIENT under this Agreement.

19 B. SUBRECIPIENT acknowledges that the SLFRF granted under this Agreement are
20 a subaward of SLFRF up to the amount stated herein to carry out the Program. SUBRECIPIENT
21 understands and agrees that the SLFRF disbursed under this award may only be spent on documented
22 Eligible Uses in compliance with the ARPA, the United States Department of the Treasury
23 ("TREASURY") regulations implementing section 602 of the ARPA, and guidance issued by the
24 TREASURY regarding the foregoing.

25 C. SUBRECIPIENT represents that it will use these SLFRF for the sole purpose of
26 addressing the public health impacts to its operational budget due to unbudgeted expenditures that the
27 SUBRECIPIENT has incurred, and continues to incur, due to its increased response to COVID-19
28 related medical emergencies.

1 D. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program
2 by furnishing to the COUNTY the services described in Exhibit A, Program Description, which is
3 attached and incorporated by this reference.

4 E. Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible
5 to ensure that SLFRF granted under this Agreement are spent in compliance with all ordinances of the
6 County of Fresno, and laws of the State of California, and all laws of the federal government. This
7 includes, but is not limited to, compliance with all requirements set forth in the Uniform Administrative
8 Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, the
9 TREASURY's Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds
10 ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local
11 Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before April 1, 2022)
12 and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any subsequent updates,
13 including TREASURY's Frequently Asked Questions. The award terms and conditions required by the
14 TREASURY are set forth in Exhibit F, which is attached and incorporated by this reference, as provided
15 by the TREASURY. Notwithstanding anything provided in Section 8 of this Agreement, or in this
16 Subsection 1(E), SUBRECIPIENT has the sole responsibility for compliance under this Section 1(E).

17 F. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
18 and completed, and all SLFRF granted under this Agreement are fully expended, no later than
19 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY
20 in writing, whether it can complete the Program or fully expend the SLFRF granted under this
21 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
22 expending the SLFRF granted under this Agreement on the Program by December 31, 2026,
23 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
24 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
25 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and
26 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

27 G. No Litigation. SUBRECIPIENT shall not use any SLFRF provided by the
28 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or

1 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
2 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
3 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
4 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
5 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
6 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

7 H. SUBRECIPIENT agrees that if SUBRECIPIENT receives SLFRF from any other
8 local or state entity for all or any part of the Program for which SUBRECIPIENT has received SLFRF
9 from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing within five
10 (5) business days. SUBRECIPIENT agrees that it may be required to return all or part of the SLFRF
11 received from the COUNTY if the total amount of SLFRF from all local and state entities exceeds the
12 Program's budget, and if SUBRECIPIENT does not intend to expand the Program.

13 I. None of the personnel employed in the administration of the Program shall be in
14 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
15 5, U.S. Code, as applicable.

16 J. None of the SLFRF to be paid under this Agreement shall be used for any
17 partisan political activity, or to support or defeat legislation pending before Congress.

18 2. **PROCUREMENT REQUIREMENTS**

19 A. SUBRECIPIENT shall comply with all procurement requirements specified in the
20 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

21 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
22 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
23 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
24 200.321.

25 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
26 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United
27 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

28 3. **REPORTING REQUIREMENTS**

1 A. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit to
2 COUNTY designated contact, as designated by COUNTY's County Administrative Officer in writing at
3 the execution of this Agreement, Quarterly Program Expenditure Reports through the term of this
4 Agreement as provided by this Section 3.A. The reports shall contain, but are not limited to, the
5 information described in Exhibit C, which is attached and incorporated by this reference, and must
6 include a statement, signed by the SUBRECIPIENT, indicating that all expenditures in the report comply
7 with the Interim Rule and the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth
8 by the TREASURY. Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen
9 (15) days after the end of each quarter listed below for the term of this Agreement, beginning with the
10 first quarter ending after the Effective Date:

- 11 1) January 1 – March 31, due by April 15
- 12 2) April 1 – June 30, due by July 15
- 13 3) July 1 – September 30, due by October 15
- 14 4) October 1 – December 31, due by January 15

15 B. **Annual Performance Report:** Within fifteen (15) days after each June 30,
16 SUBRECIPIENT shall submit one "Annual Performance Report" to the COUNTY, covering all
17 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30. The
18 report shall contain, but not limited to, the information contained in Exhibit D, which is attached and
19 incorporated by this reference.

20 C. **Final Report:** A Final Program Report shall be submitted to COUNTY within thirty
21 (30) days upon completion of the Program. A Final Report shall include an accounting of all costs and
22 expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems necessary to
23 facilitate closeout of the Program, and ensure COUNTY's obligations and requirements under the
24 SLFRF Program are met. The Final Program Report is not complete until COUNTY has delivered to
25 SUBRECIPIENT written acceptance of the Final Program Report.

26 4. **NONDISCRIMINATION**

27 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
28 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not

1 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
2 employee, applicant for employment or person receiving services under this Agreement because of race,
3 religious creed, color, national origin, ancestry, physical or mental disability including perception of
4 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
5 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
6 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
7 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
8 and equal opportunity, including, without limitation, the COUNTY's non-discrimination policy; Title VI of the
9 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at
10 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
11 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
12 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
13 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
14 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at
15 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
16 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
17 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
18 activities, and services provided or made available by state and local governments or instrumentalities or
19 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
20 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
21 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
22 Federal Regulations.

23 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of
24 this Section 4 in all subcontracts to perform work under this Agreement.

25 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the
26 opportunity to express, and have considered, their views, grievances, and complaints regarding
27 SUBRECIPIENT's delivery of services.

28 5. **CONFLICTS OF INTEREST; ETHICS**

1 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest
2 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
3 activity funded under this award. Subrecipient must disclose in writing to the TREASURY and to COUNTY
4 any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR § 200.12. Further,
5 no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any gifts, service, favor,
6 employment, engagement, remuneration, or economic opportunity which would tend to improperly to
7 influence a reasonable person in that position to depart from the faithful and impartial discharge of the
8 duties of that position.

9 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
10 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
11 herself, any member of his or her household, any business entity in which he or she has a financial interest,
12 or any other person.

13 C. No officer, agent, consultant, or employee of SUBRECIPIENT may participate as an
14 agent of SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT and any
15 private business in which he or she has a financial interest.

16 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
17 report or other document because it might tend to affect unfavorably his or her private financial interests.

18 E. No officer, agent, consultant, employee, or elected or appointed official of the
19 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
20 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
21 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
22 thereafter, for any of the work to be performed pursuant to the Program.

23 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

24 A. Any licenses, certificates or permits required by the federal, state, county, or municipal
25 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A
26 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this
27 Agreement.

28 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and

1 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
2 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
3 maintained by SUBRECIPIENT at no expense to the COUNTY.

4 C. Subrecipient must show proof of an established "indirect cost rates," as defined by the
5 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5
6 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with
7 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

8 **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

9 SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference materials,
10 and telephone service necessary for SUBRECIPIENT to provide the services and operate the Program
11 identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay SUBRECIPIENT for
12 any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such items. Responsibility for
13 the costs and expenses incurred by SUBRECIPIENT in providing and maintaining such items is the sole
14 responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall comply with the Uniform
15 Cost Administrative Principles, and Audit Requirements for Federal Awards.

16 **8. SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

17 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
18 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic
19 reports to TREASURY.

20 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY
21 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF
22 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as
23 applicable, and reporting requirements, as applicable.

24 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
25 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
26 Subsections A and B of this Section 2, (ii) nothing in Subsections A or B of this Section 8 relieve
27 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
28 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to

1 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
2 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

3 9. **PENALTIES**

4 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as
5 described herein, may result in the TREASURY's recoument of SLFRF from the COUNTY, and that in
6 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

7 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.
8 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY
9 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that
10 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more
11 of the following actions, as appropriate in the circumstances:

12 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
13 refund SLFRF upon demand by COUNTY.

14 B. Temporarily withhold cash payments pending correction of the deficiency by
15 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

16 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all
17 or part of the cost of the activity or action not in compliance;

18 D. Wholly or partly suspend or terminate the SLFRF;

19 E. Recommend the TREASURY initiate suspension or debarment proceedings;

20 F. Withhold further SLFRF for the Program; and

21 G. Take other remedies that may be legally available.

22 10. **FINANCIAL MANAGEMENT**

23 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
24 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
25 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
26 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
27 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
28 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate

1 accounts that correspond to each such authorized use provided further that such separate accounts are
2 subject to this Section 10.A., and are segregated and identified by a unique identifier. In no event shall
3 any such SLFRF be placed in any investment that (i) may not be immediately and fully withdrawn on the
4 same day that withdrawal is sought, or (ii) may be withdraw only upon payment of penalty, fee, or
5 charge.

6 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT'S
7 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance
8 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which
9 Uniform Guidance requirements apply or how they apply.

10 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement
11 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute
12 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the
13 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to
14 the COUNTY.

15 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
16 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
17 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
18 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
19 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
20 accountability submissions shall be provided to County of Fresno, County Administrative Office located
21 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
22 fresnocaoo@fresnocountyca.gov.

23 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
24 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
25 transaction by any federal department or agency. This certification is made pursuant to the regulations
26 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
27 program-specific regulations. This provision shall be required of every subcontractor receiving any
28 payment in whole or in part from Federal funds.

1 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
2 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
3 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
4 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
5 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
6 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall
7 have access to all books, documents, accounts, records, reports, files, papers, things, property,
8 contractors of program services, and other persons pertaining to such financial transactions and
9 necessary to facilitate the audit.

10 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and
11 records, including invoices, payroll registers, time records, invoices, contracts, and accounting
12 documents concerning matters that are reasonably related to the Program shall be provided upon
13 request to the COUNTY.

14 H. Expenditures eligible for reimbursement from the SLFRF are described in Exhibit
15 B, which is attached and incorporated by this reference. SUBRECIPIENT shall not make any changes in
16 the line-item expenditures in Exhibit B without prior written approval of the COUNTY.

17 I. No cash reimbursement for purchases of any kind is allowable.

18 11. **TERM**

19 The term of this Agreement shall comply ARPA Guidelines, and shall commence on the Effective
20 Date until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program Report
21 under section 3.C. of this Agreement, unless sooner terminated as provided herein. Notwithstanding
22 timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to cover costs incurred
23 during the time period set forth by the TREASURY. The COUNTY's written acceptance of the Final
24 Program Report under section 3.C of this Agreement shall include the COUNTY's written notification to the
25 SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The County Administrative
26 Officer or his or her designee is authorized to execute this written acceptance of the Final Program Report
27 and notification of term end to SUBRECIPIENT.

28 12. **TERMINATION**

1 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be
2 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
3 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
4 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)
5 days advance written notice.

6 B. Breach of Contract: The COUNTY may immediately suspend or terminate this
7 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 8 1) An illegal or improper use of funds;
- 9 2) A failure to comply with any term of this Agreement;
- 10 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 11 4) Improperly performed service.

12 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
13 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall
14 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
15 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
16 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
17 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
18 shall promptly refund any such SLFRF upon demand.

19 C. Without Cause: Under circumstances other than those set forth above, this
20 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
21 to terminate to SUBRECIPIENT.

22 13. **GRANT FUNDING/COMPENSATION**

23 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
24 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to reimburse
25 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such reimbursements up to the total SLFRF
26 grant in an amount not to exceed one million, eighty-five thousand and six hundred sixty-eight dollars
27 (\$1,085,668). The SLFRF shall be reimbursed by COUNTY to SUBRECIPIENT for SUBRECIPIENT's
28 expenditures incurred in accordance with its expenditure plan, attached to this Agreement as Exhibit B

1 Table 1-1, and incorporated by this reference.

2 B. SUBRECIPIENT shall not invoice under this Agreement costs potentially reimbursable
3 from other sources of funds, including State, Federal, and/or private insurance sources.

4 C. SUBRECIPIENT shall submit invoices to the County of Fresno, County Administrative
5 Office located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
6 fresnocoao@fresnocountyca.gov. Payments by COUNTY shall be in arrears for services provided during
7 the preceding period of time, within forty-five (45) days from date of receipt, verification and approval of
8 SUBRECIPIENT'S invoice and supporting documentation by COUNTY. If SUBRECIPIENT fails to comply
9 with any provision of this Agreement, COUNTY shall be relieved of its obligations for further compensation.

10 D. To ensure compliance with Federal and State regulations, COUNTY may require
11 additional supporting documentation or clarification of claimed expenses as follows:

12 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
13 documentation or clarification.

14 ii. SUBRECIPIENT shall respond within five (5) business days with required
15 additional documentation or clarification to avoid disallowances/partial payment of invoice.

16 iii. All invoices containing expenses that need additional documentation or
17 clarification not provided to COUNTY within five (5) business days of request shall have those expenses
18 disallowed, and only the allowed expenses shall be paid.

19 iv. SUBRECIPIENT may resubmit disallowed expenses as a supplemental invoice
20 only, and must be accompanied by required documentation.

21 E. All expenses incidental to SUBRECIPIENT'S performance of services in carrying out
22 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
23 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
24 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
25 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
26 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
27 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT. County
28 has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

1 14. **INDEPENDENT CONTRACTOR**

2 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
3 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
4 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
7 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
8 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
9 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

10 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
11 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right
13 to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable
14 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
15 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating
16 to payment of SUBRECIPIENT'S employees, including compliance with Social Security withholding and all
17 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
18 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

19 15. **MODIFICATION**

20 Any matters of this Agreement may be modified from time to time by the written consent of all the
21 parties without, in any way, affecting the remainder.

22 16. **NON-ASSIGNMENT**

23 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under
24 this Agreement without the prior written consent of the other party.

25 17. **HOLD HARMLESS**

26 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend
27 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
28 attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting

1 to COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers,
2 agents, or employees under this Agreement, and from any and all costs and expenses (including
3 attorney's fees and costs), penalties, fines, damages, liabilities, claims, and losses occurring or resulting
4 to any person, firm, or corporation who may be injured or damaged by the performance, or failure to
5 perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement.

6 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the
7 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this
8 Agreement.

9 The provisions of this Section 17 shall survive the termination of this Agreement.

10 18. **INSURANCE**

11 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third
12 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
13 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
14 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

15 A. **Commercial General Liability**

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. **Automobile Liability**

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
24 used in connection with this Agreement.

25 C. **Professional Liability**

26 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of
2 three (3) years following the termination of this Agreement, one or more policies of professional liability
3 insurance with limits of coverage as specified herein.

4 D. Worker's Compensation

5 A policy of Worker's Compensation insurance as may be required by the Labor Code.

6 Additional Requirements Relating to Insurance

7 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming
8 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
9 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
10 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
11 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
12 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without
13 a minimum of thirty (30) days advance written notice given to COUNTY.

14 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
15 employees any amounts paid by the policy of worker's compensation insurance required by this
16 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
17 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
18 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

19 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
20 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
21 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:
22 ARPA – SLFRF Coordinator , 2281 Tulare Street, Room 304, Fresno, CA 93724, stating that such
23 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents
24 and employees will not be responsible for any premiums on the policies; that for such worker's
25 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,
26 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
27 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
28 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the

1 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
2 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
3 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's
4 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
5 days advance, written notice given to COUNTY.

6 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
7 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
8 Agreement upon the occurrence of such event.

9 All policies shall be issued by admitted insurers licensed to do business in the State of California,
10 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
11 FSC VII or better.

12 19. **RECORDKEEPING AND CONFIDENTIALITY**

13 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT
14 must maintain records and financial documents for five (5) years after all SLFRF have been expended or
15 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by
16 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is
17 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no
18 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

19 B. SUBRECIPIENT shall maintain reasonable security measures to protect records
20 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
21 disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security
22 of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have established
23 written policies and procedures that align with CCPA, and shall follow such procedures. Upon request,
24 SUBRECIPIENT shall make available to COUNTY staff such written policies and procedures, and shall
25 be monitored for compliance.

26 20. **AUDITS AND INSPECTIONS:**

27 A. SUBRECIPIENT shall, at any time during business hours, and as often as the
28 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data

1 with respect to the matters covered by this Agreement. The SUBRECIPIENT shall, upon request by the
2 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
3 SUBRECIPIENT'S compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
4 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
5 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
6 reviewing entity deems to be appropriate in order to determine:

- 7 1) Whether the objectives of the Program are being achieved;
- 8 2) Where the Program is being operated in efficient and effective manner;
- 9 3) Whether management control systems and internal procedures have
10 been established to meet the objectives of the Program;
- 11 4) Whether the financial operations of the Program are being conducted
12 properly;
- 13 5) Whether the periodic reports to the COUNTY contain accurate and
14 reliable information;
- 15 6) Whether all of the activities of the Program are conducted in compliance
16 with the provisions of state and federal laws and regulations and this Agreement; and
- 17 7) Whether all activities associated with the Program are in compliance with
18 the Interim Final Rule and Final Rule for the SLFRF, the Compliance Guidance, and any subsequent
19 guidance issued by TREASURY.

20 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
21 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
22 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
23 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
24 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees
25 to promptly reimburse the COUNTY for such payments upon request.

26 C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more
27 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under
28 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit

1 requirements.

2 21. **NOTICES** The persons and their addresses having authority to give and receive notices
3 under this Agreement include the following:

4
5 **COUNTY**

6 COUNTY OF FRESNO
7 ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93724

8
9 **SUBRECIPIENT**

10 North Central Fire Protection District
11 15850 W. Kearney Boulevard
12 Kerman, CA 93630
13 Attn: Timothy Henry, Fire Chief

14 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
15 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
17 personal service is effective upon service to the recipient. A notice delivered by first-class United States
18 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
19 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
20 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
21 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
22 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
23 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
24 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
25 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
26 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
27 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
28 beginning with section 810).

29 22. **GOVERNING LAW**

30 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
31 California.

32 The rights and obligations of the parties and all interpretation and performance of this Agreement

1 shall be governed in all respects by the laws of the State of California.

2 23. **ADVICE OF ATTORNEY**

3 Each party warrants and represents that in executing this Agreement, it has received
4 independent legal advice from its attorneys, or the opportunity to seek such advice.

5 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

6 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit
7 or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes its status
8 to operate as a corporation.

9 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing transactions
10 that they are a party to while SUBRECIPIENT is providing goods or performing services under this
11 agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party
12 and in which one or more of its directors has a material financial interest. Members of the Board of
13 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
14 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
15 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
16 immediately thereafter.

17 25. **ELECTRONIC SIGNATURES**

18 The parties agree that this Agreement may be executed by electronic signature as provided in
19 this section. An "electronic signature" means any symbol or process intended by an individual signing
20 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
21 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
22 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
23 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
24 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
26 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
27 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
28 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken

1 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
2 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
3 conditioned upon the parties conducting the transactions under it by electronic means and either party
4 may sign this Agreement with an original handwritten signature.

5 26. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the
6 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous
7 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
8 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this
9 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses
10 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to
11 be integrated into this Agreement, and binding on the parties.

12 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **SUBRECIPIENT**

COUNTY OF FRESNO

5 _____
6 Ken Abrahamian
7 Board Chair
8 North Central Fire Protection District

Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

9 Mailing Address:
10 15850 W. Kearney Boulevard
11 Kerman, CA 93630

12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: _____
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund: 0026

20 Subclass: 91021

21 ORG: 1033

22 Account:
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1 **EXHIBIT A**

2 **Program Description**

3
4 Since March 3, 2021, the SUBRECIPIENT represents that it responded to 4,440 calls for
5 assistance, of which sixty-four percent (64%) of the calls or 2,842 calls were identified as in-home life-
6 threatening medical services related to COVID-19 emergencies. The SUBRECIPIENT represents that the
7 increase in emergency response due to COVID-19 related emergencies has created an unanticipated
8 financial burden of \$2,072,907 to the SUBRECIPIENT's operational budget consisting of payroll cost,
9 overtime, fuel, and increase maintenance cost. The SUBRECIPIENT represents that it only seeks from
10 the COUNTY to be reimbursed for fifty-two percent (52%) equivalent to \$1,085,668 to address the
11 financial burden in its response to emergency COVID-19 calls for service. SUBRECIPIENT represents
12 that it continues to incur operational costs due to the pandemic.

13 SUBRECIPIENT provides a full range of fire prevention and suppression services in a district service
14 area that encompasses 215 square miles, and an estimated population of 51,000 residents in central Fresno
15 County. A substantial portion of the SUBRECIPIENT'S service area is composed of areas recognized as
16 economically disadvantaged unincorporated communities in the State of California. The COUNTY will
17 reimburse SLFRF up to \$1,085,668 to SUBRECIPIENT to enable SUBRECIPIENT to offset a portion the
18 unanticipated financial burden created by SUBRECIPIENT's response to these COVID-19 emergencies.

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EXHIBIT B

Subrecipient Expenditure Plan

COUNTY shall reimburse SUBRECIPIENT to address the public health impacts that SUBRECIPIENT has incurred due to its responses to COVID-19 related medical emergencies. The COUNTY will reimburse an amount of SLFRF not to exceed one million, eighty-five thousand and six hundred sixty-eight dollars (\$1,085,668) to the SUBRECIPIENT to address negative fiscal impacts related to increase calls for service due to COVID-19, payroll, overtime pay, fuel cost, and annual maintenance cost to the SUBRECIPIENT's operational budget.

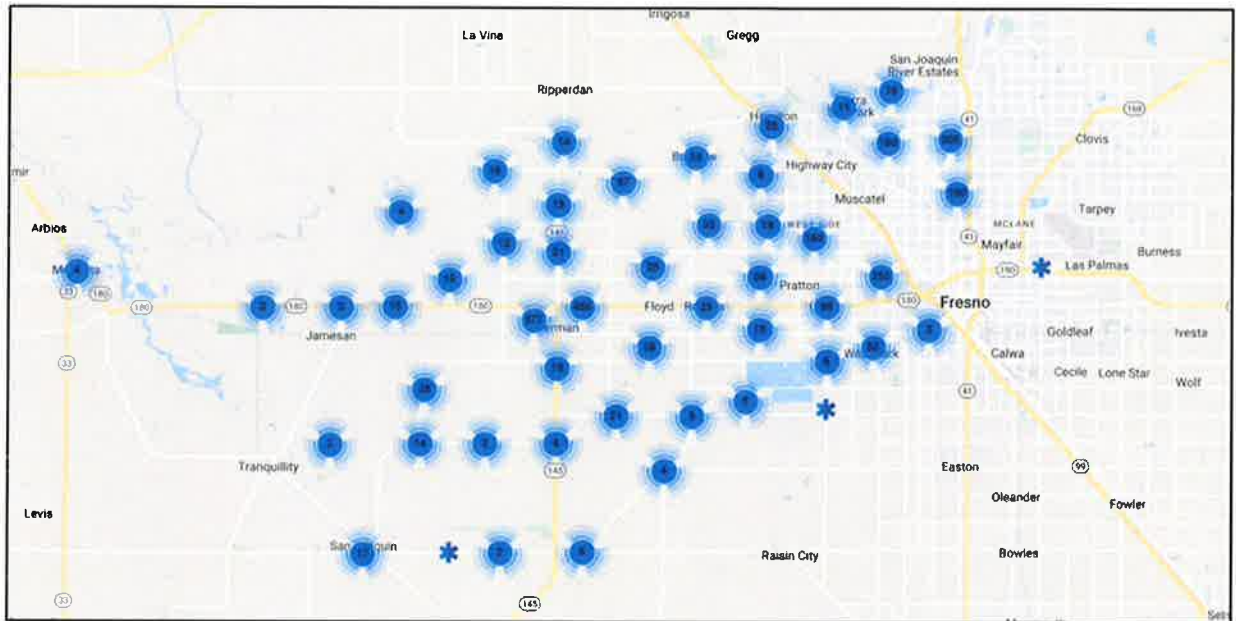
SUBRECIPIENT represents that its costs incurred in these COVID-19 medical responses from March 3, 2021 through March 1, 2022 are presented on Table 1-1 of Exhibit B.

Table 1-1, Summary of District's negative fiscal impact due to COVID-19 pandemic

Total District calls for service response from 03/01/2021 to 03/01/2022	4,440
64% percent of calls for service being in-home life-threatening medical emergencies, COVID-19 related	2,842
District cost per calls \$631 x 2,842 calls COVID-19 related	\$1,793,302
Overtime hours from 03/01/2021 to 03/01/2022:	8,233
Overtime Rate (average)	\$31
Overtime hours x \$31 rate	\$255,233
Fuel cost	\$1,372
Patrol annual maintenance cost (average)	\$23,000
Total financial impact due to emergency COVID-19 calls for service, from 03/01/2021 to 03/01/2022	\$2,072,897

EXHIBIT B (continued)

North Central Fire Protection District EMS Call Map, period of March 3, 2021 to March 1, 2022



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EXHIBIT C

Subrecipient Quarterly Program Expenditure Report (Template)

PROGRAM	
Identifying and demographic information (DUNS):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period Start Date:	Reporting Period End Date:
Expenditure Category: 1. Public Health	
Total Award: \$1,085,668	Remaining Balance:

EXPENDITURES				
Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
1	Public Health, COVID-19 Mitigation & Prevention			
1.6	Medical Expenses			
TOTAL				

Describe program achievements and upcoming milestones:

PROJECT STATUS

Quarterly Status Report, select one.

<input type="checkbox"/>	Not started
<input type="checkbox"/>	completed less than 50 percent
<input type="checkbox"/>	completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

AUTHORIZED SIGNATURE

Prepared by: (print name) _____

_____ Date

1 **EXHIBIT D**

2 **Annual Performance Report**

3 All SUBRECIPIENTs that receive State and Local Fiscal Recovery Funds (SLFRF) awards are
4 required to produce an Annual Report. The Annual Report provides information on the
5 SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and
8 must be submitted to the County within 15 calendar days after the end of the reporting period.
9 Thereafter, the Annual Report will cover a 12-month period and subrecipients will be required to
10 submit the report to the County within 15 calendar days after the end of the 12-month period (by July
11 15th).

12

Annual Report	Period Covered	Due Date
1	Award – June 30, 2022	July 15, 2022
2	July 1, 2022 – June 30, 2023	July 15, 2023
3	July 1, 2023 – June 30, 2024	July 15, 2024
4	July 1, 2024 – June 30, 2025	July 15, 2025
5	July 1, 2025 – June 30, 2026	July 15, 2026
6	July 1, 2026 – December 31, 2026	January 15, 2027

17

18 **Instructions:**

19 SUBRECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
20 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
21 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.

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EXHIBIT E
Self-Dealing Transaction Disclosure Form

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

1 **EXHIBIT F**

2 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
3 AWARD TERMS AND CONDITIONS
4

5 1. Use of Funds.

- 6 a) Subrecipient understands and agrees that the funds disbursed under this award may only be used
7 in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
8 implementing that section, and guidance issued by Treasury regarding the foregoing.
9 b) Subrecipient will determine prior to engaging in any project using this assistance that it has the
10 institutional, managerial, and financial capability to ensure proper planning, management, and
11 completion of such project.
12

13 2. Period of Performance. The period of performance for this award begins on the date hereof and
14 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use
15 award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on
16 December 31, 2024.
17

18 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as
19 they relate to this award.
20

21 4. Maintenance of and Access to Records.

- 22 a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with
23 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
24 Treasury regarding the foregoing.
25 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
26 authorized representatives, shall have the right of access to records (electronic and otherwise) of
27 Subrecipient in order to conduct audits or other investigations.
28

1 c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been
2 expended or returned to Treasury, whichever is later.

3
4 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
5 from this award.

6
7 6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct
8 and indirect costs as specified in the Scope of Work.

9
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

11
12 8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest
13 policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each
14 activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the
15 pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in
16 accordance with 2 C.F.R. § 200.112.

17
18 9. Compliance with Applicable Law and Regulations.

19 a) Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted
20 by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
21 foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations,
22 and executive orders, and Subrecipient shall provide for such compliance by other parties in any
23 agreements it enters into with other parties relating to this award.

24 b) Federal regulations applicable to this award include, without limitation, the following:

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
28

1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
2 Single Audit Act, shall apply to this award.

3 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
4 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
5 by reference.

6 iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant
7 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
8 by reference.

9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
13 implementing regulation at 31 C.F.R. Part 19.

14 v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth
15 in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

16 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

17 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

18 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42

19 ix. U.S.C. §§ 4601-4655) and implementing regulations.

20 x. Generally applicable federal environmental laws and regulations.

21 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
22 limitation, the following:

23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's

24 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
25 race, color, or national origin under programs or activities receiving federal financial
26 assistance;

27 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
28 which prohibits discrimination in housing on the basis of race, color,

- 1 iv. religion, national origin, sex, familial status, or disability;
- 2 v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
- 3 prohibits discrimination on the basis of disability under any program or activity receiving
- 4 federal financial assistance;
- 5 vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
- 6 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
- 7 the basis of age in programs or activities receiving federal financial assistance; and
- 8 vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
- 9 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
- 10 services provided or made available by state and local governments or instrumentalities or
- 11 agencies thereto.
- 12

13 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 or 603 of the Act,

14 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program

15 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future

16 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a

17 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall

18 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be

19 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

20

21 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5

22 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

23 employees whose principal employment is in connection with an activity financed in whole or in part by this

24 federal assistance.

25

26 12. False Statements. Subrecipient understands that making false statements or claims in connection

27 with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions,

28

1 including fines, imprisonment , civil damages and penalties, debarment from participating in federal awards
2 or contracts, and/or any other remedy available by law.

3
4 13. Publications. Any publications produced with funds from this award must display the following
5 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
6 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

7
8 14. Debts Owed the Federal Government.

- 9 a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally
10 determined to be authorized to retain under the terms of this award; (2) that are determined by the
11 Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury
12 to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and
13 have not been repaid by Subrecipient shall constitute a debt to the federal government.
- 14 b) Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A
15 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for
16 payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly
17 or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any
18 actions available to it to collect such a debt.

19
20 15. Disclaimer.

- 21 a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third
22 persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property
23 damages, or any other losses resulting in any way from the performance of this award or any other
24 losses resulting in any way from the performance of this award or any contract, or subcontract
25 under this award.
- 26 b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship
27 between the United States and Subrecipient.
- 28

1 16. Protections for Whistleblowers.

- 2 a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise
3 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities
4 provided below, information that the employee reasonably believes is evidence of gross
5 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
6 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
7 a violation of law, rule, or regulation related to a federal contract (including the competition for or
8 negotiation of a contract) or grant.
- 9 b) The list of persons and entities referenced in the paragraph above includes the following:
- 10 i. A member of Congress or a representative of a committee of Congress;
 - 11 ii. An Inspector General;
 - 12 iii. The Government Accountability Office;
 - 13 iv. A Treasury employee responsible for contract or grant oversight or management;
 - 14 v. An authorized official of the Department of Justice or other law enforcement agency;
 - 15 vi. A court or grand jury; or
 - 16 vii. A management official or other employee of Subrecipient, contractor, or subcontractor who
17 has the responsibility to investigate, discover, or address misconduct.
- 18 c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this
19 section, in the predominant native language of the workforce.

20
21 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
22 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt
23 policies and programs for their employees when operating company-owned, rented or personally owned
24 vehicles.

25
26 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
27 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce
28

1 policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies
2 to decrease accidents caused by distracted drivers.

3
4 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF
5 COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
6

7 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
8 Subrecipient provides the assurances stated herein. The federal financial assistance may include federal
9 grants, loans, and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of
10 Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies,
11 and other arrangements with the intention of providing assistance. Federal financial assistance does not
12 encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by
13 the Federal government at market value, or programs that provide direct benefits.

14 The assurances apply to all federal financial assistance from, or funds made available through the
15 Department of the Treasury, including any assistance that the Subrecipient may request in the future.

16 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of
17 the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the
18 Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 19
20 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964,
21 as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
22 discrimination under programs and activities receiving federal financial assistance, of any person in
23 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
24 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
25 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
26 memoranda, and/or guidance documents.
- 27 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
28 with Limited English Proficiency," seeks to improve access to federally assisted programs and

1 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
2 Subrecipient understands that denying a person access to its programs, services, and activities
3 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
4 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly,
5 Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's
6 directives, to ensure that LEP persons have meaningful access to its programs, services, and
7 activities. Subrecipient understands and agrees that meaningful access may entail providing
8 language assistance services, including oral interpretation and written translation where necessary,
9 to ensure effective communication in the Subrecipient's programs, services, and activities.

10 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient
11 develops applicable budgets and conducts programs, services, and activities. As a resource, the
12 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
13 on taking reasonable steps to provide meaningful access for LEP persons, please visit
14 <http://www.lep.gov>.

15 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition
16 of continued receipt of federal financial assistance and is binding upon Subrecipient and
17 Subrecipient's successors, transferees, and assignees for the period in which such assistance is
18 provided.

19 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors,
20 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
21 agrees to incorporate the following language in every contract or agreement subject to Title VI and
22 its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors,
23 subcontractors, successors, transferees, and assignees:

24 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*
25 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*
26 *financial assistance from excluding from a program or activity, denying benefits of, or*
27 *otherwise discriminating against a person on the basis of race, color, or national origin (42*
28 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*

1 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*
2 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
3 *English Proficiency" in any program or activity receiving federal financial assistance , 42*
4 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
5 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
6 *contract or agreement.*

- 7 6. Subrecipient understands and agrees that if any real property or structure is provided or improved
8 with the aid of federal financial assistance by the Department of the Treasury, this assurance
9 obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period
10 during which the real property or structure is used for a purpose for which the federal financial
11 assistance is extended or for another purpose involving the provision of similar services or benefits.
12 If any personal property is provided, this assurance obligates the Subrecipient for the period during
13 which it retains ownership or possession of the property.
- 14 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department
15 of the Treasury of the aforementioned obligations. Enforcement may include investigation,
16 arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from
17 these actions. The Subrecipient shall comply with information requests, on-site compliance reviews
18 and reporting requirements.
- 19 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any
20 complaints of discrimination on the grounds of race, color, or national origin, and limited English
21 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
22 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
23 completed, including outcome. Subrecipient also must inform the Department of the Treasury if
24 Subrecipient has received no complaints under Title VI.
- 25 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-
26 compliance of Title VI and efforts to address the non-compliance, including any voluntary
27 compliance or other agreements between the Subrecipient and the administrative agency that
28 made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the

1 Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject
2 of any court or administrative agency finding of discrimination, please so state.

3
4 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is
5 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
6 authorities covered in this document State agencies that make sub-awards must have in place
7 standard grant assurances and review procedures to demonstrate that that they are effectively
8 monitoring the civil rights compliance of subrecipients.

9
10 The United States of America has the right to seek judicial enforcement of the terms of this assurances
11 document, and nothing in this document alters or limits the federal enforcement measures that the United
12 States may take in order to address violations of this document or applicable federal law.



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters
15850 W. Kearney Boulevard
Kerman, California 93630-9335
(559) 275-5531 • FAX (559) 846-3788
www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: March 24, 2022

SUBJECT: Adoption of District Bylaws

At the November 18, 2021 board meeting, staff recommended that the District's Board Policies (adopted on February 14, 1985) be reviewed and updated where necessary. District Counsel also noted that while the District is governed by the Fire District Act of 1987 and had adopted various policies, it had not adopted bylaws. At that time, Ken Abrahamian and Michael Golden were appointed to an Ad Hoc committee to evaluate draft bylaws and make recommendations to the Board.

On March 16, 2022, staff and the Ad Hoc committee members met to review a draft of standard governmental agency bylaws provided by District Counsel. The attached recommended bylaws are the result of that meeting and are presented for review and board adoption.

Recommended Action: Consider and adopt the North Central Fire Protection District Bylaws as presented.

**NORTH CENTRAL
FIRE PROTECTION DISTRICT
BYLAWS**

Adopted _____, 2022

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**ARTICLE I
NAME, AUTHORITY, PURPOSE AND LOCATION**

Section 1. NAME.

The name of this District shall be “North Central Fire Protection District,” referred to herein as the “District.”

Section 2. AUTHORITY.

- a. The District is formed pursuant to the Fire Protection District Law of 1987, as codified in California Health and Safety Code section 13800, *et seq.*, as amended from time to time.
- b. These Bylaws, and any amendments hereto, shall collectively be known as the “District Bylaws.”
- c. In the event of any conflict between the District Bylaws and the Fire Protection District Law of 1987, the latter shall prevail.

Section 3. PURPOSES.

The purposes of the District shall be:

- a. To provide an effective level of fire protection and emergency response services for the preservation of life and property within the District, consistent with available resources.
- b. To sue and be sued in all actions and proceedings in all courts and tribunals of competent jurisdiction.
- c. To take by grant, purchase, gift, devise, lease, or otherwise, hold, use and enjoy, and lease, or otherwise dispose of, real and personal property of every kind and description within or outside the District necessary to the full and convenient exercise of its powers.
- d. To cause assessments to be levied to pay any obligation of the District and to accomplish the purposes of the District in a manner provided for in the Fire Protection District Law of 1987.
- e. To make contracts and employ all persons, firms, and corporations necessary to carry out the purposes and the powers of the District, and at any salary, wage, or other compensation as the Board of Directors shall determine.

- f. To do any and all other acts necessary to carry out the provisions of these Bylaws.

Section 4. LOCATION.

- a. The principal office for the transaction of business of the District is fixed and located at 15850 W. Kearney, Kerman, California 93630 (the “Offices”).
- b. Other offices and locations for the transaction of business of the District may be established by the Board of Directors within the boundaries of the District.

**ARTICLE II
MEETINGS, ORDER OF BUSINESS**

Section 1. MEETINGS.

- a. The District Board shall meet no less than once every three (3) months.
- b. The regular meetings of the Board of Directors of the District shall be held on such day, time, or location the Board of Directors may from time to time establish.
- c. The agenda for any regular meeting of the Board of Directors for the District shall be posted in a clearly visible and accessible site in the at the District's principal office and each meeting place no less than seventy-two (72) hours prior to the regular meeting. The agenda shall contain a description of each item to be transacted. Items not appearing on the agenda shall not be transacted, except in compliance with the applicable provision of California Government Code section 54950, *et seq.*
- d. Special meetings of the Board of Directors of the District may be called at any time by the Board Chair or by a majority of the Board of Directors. Notice of the holding of a special meeting shall be personally received by each member of the Board of Directors at least twenty-four (24) hours before the special meeting. Notice of each special meeting shall be posted at the designated area for posting Board of Director meeting agendas at least twenty-four (24) hours prior to the special meeting.
- e. All meeting sessions of the Board of Directors of the District, whether regular or special, shall be conducted in accordance with

the Fire Protection District Law of 1987 (California Health and Safety Code section 13800, *et seq.*) and the Ralph M. Brown Act (California Government Code Section 54950, *et seq.*) (“the Brown Act”).

Section 2. ORDER OF BUSINESS.

- a. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business.
- b. The Secretary of the Board of Directors shall cause to be kept at the Offices of the Board of Directors a book of minutes of all meetings of the Board of Directors showing the time and place, whether regular or special, and, if special, how authorized, the notice given, the name of the directors present, and a statement of the vote of the directors on all motions and resolutions.
- c. The Board of Directors shall act only by ordinance, resolution, or motion. Except as specifically provided to the contrary in the Fire Protection District Law of 1987, as amended, a recorded vote by a majority of the total membership of the Board of Directors is required on each action.
- d. Decisions of the Board of Directors of the District establishing ordinances, general rules, requirements and/or procedures affecting the Board of Directors shall be by resolution. All other decisions of the Board of Directors, unless otherwise controlled by statute, shall be by motion, which shall become effective upon the affirmative vote by the majority of the directors present upon entry in the minutes, or as otherwise provided by law or these Bylaws.
- e. The Board Chair shall be in charge of setting items of business on the Board’s agenda. Any Board member wishing to include an item of business on the agenda shall notify the Board Chair at least one (1) week before the Board’s regular meeting or at least three (3) days before any special meeting. The Board Chair shall consider all such requests and, in his or her discretion, set the agenda. If an item of business requested by a Director is not placed on the agenda by the Board Chair, a request to place the item on a future agenda may be raised by the Director under the directors’ comments section of the agenda. If a majority of the Board concurs, the item shall be placed on the next regular or special agenda. Items to be placed on the agenda by District staff shall likewise be processed as described above.

- f. The meetings of the Board of Director shall be conducted pursuant to the most current edition of Robert’s Rules of Order. Directors shall defer to the Board Chair for conduct of meetings but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.

**ARTICLE III
GOVERNING BOARD**

Section 1. DIRECTORS.

The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) persons elected or, when there is a vacancy, appointed in accordance with the Fire Protection District Law of 1987, as amended, and other laws of the State of California to exercise the powers, privileges, and the duties of the District. Each member of the Board of Directors shall be a registered voter residing within their designated division..

Section 2. POWERS.

- a. The Board of Directors shall have and may exercise all of the powers given to it by the Fire Protection District Law of 1987.
- b. From time to time the Board of Directors may pass resolutions and ordinances regarding specific policy issues. Such resolutions and ordinances may establish policy for the operation of the District and any of its facilities.
- c. The Board of Directors shall determine the policies and procedures and shall have control of and be responsible for the overall operations and affairs of the District and its facilities, according to the best interests of the communities served by the District.
- d. The Board of Directors shall have the power to review and approve capital expenditures for the benefit of the District or any facilities operated by the District.

Section 3. DUTIES.

- a. Members of the Board shall operate the District in accordance with the best interests of the public and make and enforce all rules, regulations, and bylaws necessary for the administration, government, protection and maintenance of the District under their management and property belonging thereto.

- b. Members of the Board shall make and execute in the name of the District all necessary contracts, adopt a seal for the District, provide for the payment of all the debts and claims against the District, and employ agents and employees for the District sufficient to maintain and operate the property acquired for the purposes of the District.
- c. Members of the Board may acquire real or personal property for the purposes of the District, dispose of property when no longer needed, construct needed structures, and acquire, hold and possess, either by donation or purchase, in the name and on behalf of the District any land or other property necessary for the purposes of the District.
- d. Members of the Board shall eliminate and remove fire hazards within the District wherever practicable and possible whether on private or public premises and to that end may clear the public highways and, where, permitted, private lands, of dry grass, stubble, brush, rubbish, or other inflammable material, which in their judgment constitutes a fire hazard.
- e. Members of the Board may adopt ordinances to prevent fires and conflagrations, and for the protection of property at and during the pendency of any fire, and for that purpose may provide that at and during the pendency of any fire the officers of the fire company or companies present are vested with the powers of peace officers.
- f. An ordinance adopted by the Directors shall be signed Board Chair and Secretary, and published in a newspaper printed in the District, or posted in three (3) of the public places of the District, for a period of two weeks, at the end of which time it becomes a law for the government of the inhabitants of the District.
- g. Members of the Board shall perform the duties and responsibilities required by the Fire Protection District Law of 1987, other public agencies laws applicable to the District, and applicable state and federal laws and regulations.
- h. Members of the Board shall perform all other acts necessary, proper and convenient to accomplish the purposes of these Bylaws.

Section 4. ELECTION AND VACANCIES.

- a. The Board of Directors shall be elected as provided in the Fire Protection District Law of 1987.

- b. The Board of Directors shall be elected by divisions, consistent with the provisions in Elections Code section 10010, *et seq.*

- b. The term of office of each member of the Board of Directors shall be four (4) years or until his or her successor qualifies and takes office, as provided in California Health and Safety Code section 13843

- c. A vacancy in the office of the Board of Directors shall be filled by appointment or election as prescribed in California Health and Safety Code section 13852 and California Government Code sections 1779 and 1780.

Section 5. RESIGNATIONS

Any member of the Board of Directors may resign at any time by giving written notice to the Board of Directors or to the Secretary of the Board of Directors. Any such resignation shall take effect on the date the notice is received or any later time specified in the notice. Unless specified in the notice, the acceptance of such resignation shall not be necessary to make the resignation effective.

Section 6. ATTENDANCE

Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for the absence.

Section 7. COMPENSATION.

The Board of Directors may receive compensation as set forth in California Health and Safety Code section 13857(a) or as set forth in a resolution adopted pursuant to California Health and Safety Code section 13857(b).

**ARTICLE IV
OFFICERS**

Section 1. OFFICERS.

- a. The officers of the District shall be members of the Board of Directors and are elected. The officers of the District shall include a Chair, Vice-Chair, and Secretary. The Chair, Vice-Chair, and Secretary and such other officers as may be designated by the Board of Directors shall be elected by the Board of Directors.

Within 90 days after their initial election or appointment and after each general district election or unopposed election, the District Board shall meet and elect its officers.

- b. A District Treasurer shall be designated pursuant to California Health and Safety section 13854(a) or section 13854(b).
- c. Each officer so elected shall serve a term of one year, or until their successor is elected, provided, however, that an officer may resign at any time or be removed by majority vote of the other members of the Board of Directors of the District then in office at any regular or special meeting of the Board of Directors. Reasons for action shall be given to the members of the Board of Directors ten (10) days prior to that action.
- d. In the event of a resignation or removal of an officer, the Board of Directors shall elect a successor to serve for the balance of that officer's unexpired term.

Section 2. CHAIR.

The Board of Directors of the District shall elect one of its members to act as Chair and, if at any time the Chair shall be unable to act, the Vice-Chair shall take the Chair's place and perform their duties. The Chair or officer acting as such as provided:

- a. Shall preside over all meetings of the Board of Directors of the District.
- b. Shall sign, as Chair, such contracts, conveyances and other instruments in writing as the Board of Directors shall authorize or direct the Chair to sign.
- c. Shall be responsible for coordination and liaison with District legal counsel, auditors and consultants.
- d. Designate members of the Board to undertake special responsibilities and to report to the Board on those activities.
- e. Appoint members of standing and ad hoc committees.
- f. Represent the Board at official functions when necessary, serve as spokesperson for the Board regarding Board actions, and keep the Board informed of such occasions.

- g. Shall perform such other duties as pertain to the office, as prescribed by the Board of Directors.

Section 3. VICE CHAIR.

In the absence or inability of the Chair to serve, the Vice-Chair shall perform the duties of the Chair, and shall perform other duties as pertain to the office as are prescribed by the Board.

Section 4. SECRETARY.

- a. The Secretary shall act as Secretary of both the District and the Board of Directors. The Secretary's responsibilities may be delegated to one or more members of the District's staff.
- b. The Secretary shall be responsible for seeing that records of all actions, proceedings, and minutes of meetings of the Board of Directors are properly kept and maintained in the office of the Board of Directors.
- c. The Secretary shall be responsible for seeing that all ordinances and resolutions of the Board of Directors pertaining to policy and government of the District and its facilities are properly recorded and are maintained in the office of the Board of Directors.
- d. The Secretary shall serve, or cause to be served, all notices required by law or the District's Bylaws and, in the event of their absence, inability, refusal or neglect to do so, such notices shall be served by any person thereunto directed by the Chair or Board of Directors.
- e. The Secretary shall perform such other duties as pertain to their office and as are prescribed by the Board of Directors of the District.

Section 5. TREASURER

The District Treasurer shall draw checks or warrants to pay any demands which have been audited and approved in the manner prescribed by the District Board.

ARTICLE V COMMITTEES

Section 1. GENERAL PROVISIONS.

- a. Committee members shall be appointed by the Chair, subject to the approval of the Board at the first regular meeting of the Board each calendar year.
- b. The Chair shall appoint Board members to participate in established committees as liaisons to the Board.
- c. Committees of the Board shall be standing or ad hoc.
- d. The Chair shall appoint no more than two (2) members of the Board of Directors to participate in committees. Appointed Board members shall be assisted by staff and consultants to the District.
- e. Each committee shall report its activities to the Board of Directors.

Section 2. STANDING COMMITTEES

Standing committees must comply with the public notice and open meeting requirements of the Ralph M. Brown Act. Standing committees are those committees that have continuing subject matter jurisdiction over an item or an area of business.

Section 3. AD HOC OR SPECIAL COMMITTEES.

Ad Hoc or Special committees may be established by the Chair with the approval of the Board of Directors for such special tasks as circumstances warrant. It shall be the duty of the Chair to appoint or replace the chairperson and member of each Ad Hoc or Special committee. The Ad Hoc or Special committee shall limit its activities to the accomplishments of the task for which it is appointed and shall not have power to act, except as is specifically conferred by action of the Board. Upon completion of the task for which appointed, such Ad Hoc or Special committee shall stand discharged.

Pursuant to the requirements of the Ralph M. Brown Act, ad hoc committee meetings may, but are not required to be, publicly noticed and open to all members of the public.

**ARTICLE VI
FINANCE**

Section 1. PRELIMINARY BUDGET

- a. On or before June 30 of each year, the District shall adopt a preliminary budget which shall conform to the accounting and budgeting procedures for special districts contained in Title 2 of the California Code of Regulations sections 1031.1 through 1117.5 and sections 1121 through 1127.
- b. At the time and place specified for the meeting, any person may appear and be heard regarding any item in the budget or regarding the addition of other items.

Section 2. FINAL BUDGET

- a. On or before October 1 of each year, after making any changes in the preliminary budget, the Board shall adopt a final budget. The final budget shall establish its appropriation limit pursuant to the California Government Code sections 7900 through 7914.
- b. A copy of the final budget shall be forwarded to the auditor of each county in which the district is located.

**ARTICLE VII
NONDISCRIMINATION POLICY**

The District, including its members of the Board of Directors, officers, employees and agents, shall not engage in discrimination on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

**ARTICLE VIII
SEVERABILITY**

If any article, subsection, paragraph, sentence, clause or phrase of the District Bylaws is for any reason held to be in conflict with the provisions of the Fire Protection District Law of 1987 or any other law, statute, rule or regulation, such conflict shall not affect the validity of the remaining portion of the District Bylaws.

ARTICLE IX

CONFLICTS OF INTEREST

Section 1. CONFLICTS OF INTEREST.

Pursuant to Government Code section 1090, members of the Board and officers of the District shall not be financially interested in any contract made by them in their official capacity, or by the District or any body or board of which they are members. Members of the Board or officers of the District shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

Section 2. PERMISSIBLE INTERESTS.

The Board of Directors may approve a proposed transaction in which a member of the Board or officer of the District has only a non or remote interest, as defined by Government Code sections 1091 through 1091.5, or other interest allowed by law, upon the disclosure of such interest pursuant to the requirements of Government Code section 1091, the Fire Protection District Law of 1987, or other applicable laws.

Section 3. DUTY TO DISCLOSE.

Members of the Board of Directors and officers of the District shall disclose any potential conflict to the Board of Directors prior to entering into any transaction entered by the District, and prior to participation in any related meetings, negotiations, discussions or other matters related to the transaction. Members of the Board of Directors and officers of the District shall abstain from participating in meetings, negotiations, discussions or other matters relating to a transaction in which the Board Member or office of the District has a conflict of interest.

ARTICLE X INDEMNIFICATION

Section 1. BOARD MEMBERS, OFFICERS & EMPLOYEES.

To the fullest extent permissible under California law, the District shall indemnify and provide a defense to its current and former members of the Board of Directors, officers and employees with respect to any civil action or proceeding brought against him or her on account of an act or omission in the scope of employment or other duties with the District, provided that the District need not provide a defense when it determines that the member, officer, or employee acted or failed to act because of actual fraud or corruption or the officer. In the event an officer or employee is found

liable for punitive damages, the District shall not be responsible for paying such award.

ARTICLE XI AMENDMENTS

Section 1. AMENDMENT BY MAJORITY.

The District Bylaws may be amended by affirmative vote of majority of the total members of the Board of Directors at any Regular or Special meeting of the Board of Directors, provided a full statement of such proposed amendment shall have been sent to each member of the Board of Directors not less than ten (10) days prior to the meeting.

Section 2. ACTION TO AMEND.

Affirmative action may be taken to amend the District Bylaws by unanimous vote of the entire membership of the Board of Directors at any Regular or Special meeting of the Board of Directors in which event the provision for ten (10) days notice shall not apply.