

WEST POINT FIRE PROTECTION DISTRICT



BOARD OF DIRECTORS REGULAR MEETING AGENDA

JULIA MARSILI

CHAIR

STEVE SCHOENTHALER

VICE CHAIR

JOHN HESKETH

DIRECTOR

TIM ADAMS

DIRECTOR, ASSOCIATION LIASON, TREASURER

DORRIE KLITH

DIRECTOR

TERRY MILLER

CHIEF

MICHAEL DOWNS

ASSISTANT CHIEF

CAROLYN OLIVER

CHAPLAIN

BRUCE FORREST

CHAPLAIN

JILL JENKINS

PAYROLL CLERK

BRONWYNNE WOLF

ASSISTANT CLERK

WEDNESDAY JUNE 12th, 2024 @ 6:00 P.M. PST

This meeting will be held at the **WEST POINT FIRE STATION** 195 Spink Rd West Point, Ca 95255

Agenda for 6/12:

A. Call to Order: 6:00 P.M.

- a. Pledge of Allegiance
- b. Roll Call

B. Public Comment:

- a. This time is reserved for any member of the public who wishes to address the board about any item not on the agenda. No board action can be taken for items not on the agenda. The Board of Directors is limited to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items not listed on the agenda. Comments on agenda items may be made when the item is up for consideration. Comments are limited to 3 minutes per person, while the Board Chair has the discretion to amend this time.

C. Announcements from West Point Fire Protection District Partners:

- a. Partner Reports

D. Consent Agenda—The following items are expected to be routine/non-controversial. Items will be acted upon by the Board at one time without discussion. Any item from the Consent Agenda can be removed by a member of the Board for separate discussion following the consent agenda.

- a. Approve regular meeting minutes from May 8th, 2024-Attached
- b. Acknowledge receipt and review of financial statements for May 2024-Attached
- c. Approve monthly expenses for May 2024-Attached

E. Old Business:

- a. 2024/2025 Budget: Wolf, Action

F. New Business:

- a. Asst Clerk/Payroll Clerk Contract Renewal: Wolf, Action
- b. Resolution 2023.04: Payroll Processing Authorization: Wolf, Action

G. Reports, Director, and Staff Comments:

- a. Fire Chief Report/Announcements
- b. Board Member Announcements

H. Adjournment: The next regular meeting will be held at 6:00 P.M. on Wednesday, July 10th, 2024, at the West Point Fire Protection District Station 195 Spink Rd. West Point, CA 95255.

**WEST POINT FIRE
PROTECTION DISTRICT**



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

In compliance with the Americans with Disabilities Act: if you need special assistance to participate in this meeting, please provide at least 24 hours' notice prior to the start of the meeting. Notification in advance will allow reasonable arrangements to be made to ensure accessibility to this meeting.

Records of the District are open to inspection at all times during normal office hours at the district's headquarters located at 195 Spink Road West Point, CA 95255. Every person has the right to inspect any District record except those records exempted by statute from public disclosure. The public records request policy and procedure can be found on the district's website at <https://westpointfire.org/>.



May 8th, 2024

Chair Julia Marsili called the meeting to order at 6:00 P.M. at the West Point Fire Station, 195 Spink Rd West Point, Ca 95255

PRESENT: Chair Julia Marsili, Vice Chair Steve Schoenthaler, Director John Hesketh, Director Tim Adams, Chief Terry Miller, Assistant Chief Michael Downs, Chaplains Oliver and Forrest, and Assistant Clerk Bronwynne Wolf.

ABSENT: Director Dorrie Klith and Payroll Clerk Jill Jenkins.

Public Comment:

- a. No public comment to report.

Announcements from West Point Fire Protection District Partners:

Partner reports – Nothing to report.

Consent Agenda—

1. The following items were motioned for approval by Vice Chair Schoenthaler, seconded by Director Hesketh and passed with 4 votes.
 - a. Approve regular meeting minutes from April 10th, 2024
 - b. Acknowledge receipt and review of financial statements for April 2024
 - c. Approve monthly expenses for April 2024

Old Business:

- a. Measure A Update: Downs, Information

Assistant Chief Downs provided an update regarding the Measure A Budget. The county has yet to provide any concrete numbers to the fire districts. In lieu, utilization of the 2021 information available from the California Department of GIS will be used as an estimate to crunch the numbers for the JPA. The intent remains to use 70% of funds for staffing compensation and 30% for facility improvements, as detailed in the previous month's minutes.

New Business:

- a. Hire Web Designer: Marsili, Action

Chair Marsili addressed concerns regarding the current state of the district's website and feels it is not representative of the current technology that is available, as well as the ongoing issues with emails not being received or forwarded. Chief Miller reached out to the designers of the El Dorado Hills Fire Protection website, due to the site's favorable design and the design company's



extensive experience with the policy compliance required of special districts. Additionally, this company will have the capability to move us to a .gov URL, which will likely become a requirement soon. They do fall under our procurement level in terms of cost, so there is no need to take it out to bid as the cost will essentially be the same. The setup is \$1,500 and monthly maintenance is \$150.00, which is only \$50 more per month than the current management fee.

Director Hesketh motioned to hire the new website designer. Chair Marsili seconded. Motion passed with 4 votes.

b. General District Election Resolution: Wolf, Action

Assistant Clerk Wolf presented the general election packet received from the county. Resolution 2023.03 details the district's desire to join Calaveras County's upcoming November General Election where Chair Marsili and Director Klith will be up for re-election. As long as the candidates remain unopposed, campaign statements are not required; should another individual file, then the district agrees to pay for the statements.

Vice Chair Schoenthaler motioned to approve Resolution 2023.03. Director Hesketh seconded. Motion passed with 4 votes.

c. 24/25 Budget Packet: Wolf, Information

Assistant Clerk Wolf presented the budget packet for the 2024/2025 fiscal year. Chair Marsili advised evaluating the need to increase our budget in multiple areas due to the cost of inflation. The final budget is expected to be voted on at the next board meeting in June.

d. Property Tax Refund: Miller, Action

Chief Miller was contacted by a local constituent for a property tax refund of \$259.00. This constituent was also overcharged the previous year.

Chair Marsili motioned to pay the refund. Vice Chair Schoenthaler seconded. Motion passed with 4 votes.

Reports, Director, and Staff Comments:

Fire Chief Report/Announcements: Chief Miller announced that two employees were lost to the fed's last month; one engineer and one firefighter. A new hire will be placed as an acting engineer, for now. Engine 313 had new tires put on, and utility 315 had two new tires placed on the front. As of now, all the equipment is up to date. BIT inspections will be coming up in January.

**WEST POINT FIRE
PROTECTION DISTRICT**



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES**

The ambulance, which was previously in use by the now dissolved West Point Fire C.E.R.T., was returned to the station and will be placed for sale in the paper. The two utility, old chief rigs, will be sold for parts.

The county building department has recently gone through some changes and has upped their fees for inspections. Chief Miller has been in discussion with the JPA about the possibility of setting up something of our own, where Chief Miller could become an inspector for the district which would not only save the district money but potentially provide revenue. An ordinance would have to be put into place so that the district could charge for such services.

Chief Miller brought up the need for certain board members to complete the necessary sexual harassment and ethics courses.

Board member announcements: none to report.

Adjournment: meeting was adjourned at 6:40 P.M.

AP Entry Batch Proof

Batch ID: **OH181721**

Enter Date: Batch Status: BE User Total: **21,170.84**

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____ Date: _____

User: Bronwynne Wolf Batch Created By: BWOLF Date: 06/12/2024
 Report: Batch Proof (Dept) Time: 14:36:07

Audited: _____
 Distributed: _____
 Paid: _____

Inv Amt	40.27	22800010 West Point Fire	5501 Utilities	JL:	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="06/05/2024"/>	Invoice #: 06052024	ACCT: 030 600 7616 001	Secondary Ref:	PO#:	
Vendor:	0007950	AT AND T	P.O. BOX 5075	CAROL STREAM IL 60197-5075	REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="text"/>	<input type="text"/> <input type="text"/>
Inv Amt	800.00	22800010 West Point Fire	5271 Prof and Specialized Services	JL:	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="06/05/2024"/>	Invoice #: 0303	ASST CLERK SERVICES	Secondary Ref:	PO#:	
Vendor:	W015442	BRONWYNNE K WOLF	PO BOX 1060	WEST POINT CA 95255	REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="text"/>	<input type="text"/> <input type="text"/>
Inv Amt	442.29	22800010 West Point Fire	5501 Utilities	JL:	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="06/05/2024"/>	Invoice #: 060520240	ACCT: 310-00071-00	Secondary Ref:	PO#:	
Vendor:	0013486	CALAVERAS COUNTY	PO BOX 981224	WEST CA 95798-1224	REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="text"/>	<input type="text"/> <input type="text"/>
Inv Amt	136.03	22800010 West Point Fire	5501 Utilities	JL:	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="06/09/2024"/>	Invoice #: 06092024	ACCT 110-06136-00	Secondary Ref:	PO#:	
Vendor:	0013486	CALAVERAS COUNTY	PO BOX 608	SAN ANDREAS CA 95249	REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="text"/>	<input type="text"/> <input type="text"/>
Inv Amt	25.38	22800010 West Point Fire	5501 Utilities	JL:	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="06/05/2024"/>	Invoice #: 6720967	ACCT: 5130550	Secondary Ref:	PO#:	
Vendor:	0014296	CAMPORA PROPANE	PO BOX 478	ANGELS CAMP CA 95222	REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="text"/>	<input type="text"/> <input type="text"/>

AP Entry Batch Proof

Batch ID: **OH181721**

Inv Amt	6.10	22800010	West Point Fire	5281	Court Reporter - Transcript	JL:	Separate Check:	Relate To:	
Invoice Date:	06/09/2024	Invoice #:	3	ACCT	4071	Secondary Ref:	PO#:		
Vendor:	0039611	EASTBURN LLC	PO BOX 1510	SAN ANDREAS	CA 95249		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	253.17	22800010	West Point Fire	5271	Prof and Specialized Services	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	ESO-138866	ER- FIRE AND EMS PACKAGE		Secondary Ref:	PO#:		
Vendor:	W007164	ESO SOLUTIONS INC	PO BOX 679449	DALLAS	TX 75267-9449		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	253.17	22800010	West Point Fire	5271	Prof and Specialized Services	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	ESO-141092	ER- FIRE AND EMS PACKAGE		Secondary Ref:	PO#:		
Vendor:	W007164	ESO SOLUTIONS INC	PO BOX 679449	DALLAS	TX 75267-9449		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	17,846.00	22800010	West Point Fire	5151	Insurance	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	FRMS00022	CUST ID: CUST00165		Secondary Ref:	PO#:		
Vendor:	W011183	FIRE RISK MANAGEMENT S	520 CAPITAL MALL SUITE 750	SACRAMENTO	CA 95814		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	100.00	22800010	West Point Fire	5271	Prof and Specialized Services	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	060520241	MAY TECHNICAL SERVICES		Secondary Ref:	PO#:		
Vendor:	W008203	HERNANDEZ, SAMUEL G	PO BOX 526	WEST POINT	CA 95255		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	593.60	22800010	West Point Fire	5480	Gas and Oil Expense	JL:	Separate Check:	Relate To:	
Invoice Date:	06/09/2024	Invoice #:	112287	ACCT	89811	Secondary Ref:	PO#:		
Vendor:	0042143	HUNT & SONS LLC	PO BOX 101630	PASADENA	CA 91189-1630		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	450.00	22800010	West Point Fire	5271	Prof and Specialized Services	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	060520242	MAY PAYROLL CLERK SERVICES		Secondary Ref:	PO#:		
Vendor:	0008015	JENKINS, JILL	PO BOX 831	WEST POINT	CA 95255		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inv Amt	16.20	22800010	West Point Fire	5501	Utilities	JL:	Separate Check:	Relate To:	
Invoice Date:	06/05/2024	Invoice #:	060520243	ACCT: 7701397374-6		Secondary Ref:	PO#:		
Vendor:	0004416	PG AND E	PO BOX 997300	SACRAMENTO	CA 95899-7300		REFUND	FY	RETURN
Division Code:	SPD2	Check Stock:	AP	Tax Code:	Contract:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AP Entry Batch Proof

Batch ID: **OH181721**

<i>Inv Amt</i> 26.26 22800010 West Point Fire 5501 Utilities	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 06/05/2024 <i>Invoice #:</i> 060520244 <i>ACCT:</i> 0205955068-7	<i>Secondary Ref:</i>		
<i>Vendor:</i> 0004416 PG AND E PO BOX 997300	SACRAMENTO CA 95899-7300		
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>Inv Amt</i> 100.42 22800010 West Point Fire 5501 Utilities	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 06/05/2024 <i>Invoice #:</i> 060520245 <i>ACCT:</i> 2035	<i>Secondary Ref:</i>		
<i>Vendor:</i> 0015201 VOLCANO TELEPHONE PO BOX 1070	PINE GROVE CA 95665		
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>Inv Amt</i> 41.11 22800010 West Point Fire 5501 Utilities	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 06/05/2024 <i>Invoice #:</i> 060520246 <i>ACCT:</i> 17949	<i>Secondary Ref:</i>		
<i>Vendor:</i> 0015201 VOLCANO TELEPHONE PO BOX 1070	PINE GROVE CA 95665		
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>Inv Amt</i> 40.84 22800010 West Point Fire 5182 Maint of Equipment - Auto	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 06/05/2024 <i>Invoice #:</i> 060520245 <i>ACCT:</i> 768	<i>Secondary Ref:</i>		
<i>Vendor:</i> 0008167 WEST POINT LUMBER PO BOX 1030	WEST POINT CA 95255		
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
System Messages:		Total	21,170.84

AP Entry Batch Proof

Batch ID: **OH181722**

Enter Date: Batch Status: BE User Total: **841.08**

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: _____ Date: _____

Audited: _____
Distributed: _____
Paid: _____

User: Bronwynne Wolf Batch Created By: BWOLF Date: 06/05/2024
 Report: Batch Proof (Dept) Time: 11:00:35

<i>Inv Amt</i> 628.75	22800010 West Point Fire	5480 Gas and Oil Expense	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> <input type="text" value="06/05/2024"/>	<i>Invoice #:</i> 06052024	XXXX-XXXX-XXXX-9862	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0037446	US BANK CORP PAYMENT	PO BOX 790428	SAINT LOUIS	MO 63179-0428	
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>Inv Amt</i> 68.00	22800010 West Point Fire	5243 Office Expense - Postage	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> <input type="text" value="06/05/2024"/>	<i>Invoice #:</i> 06052024	XXXX-XXXX-XXXX-9862	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0037446	US BANK CORP PAYMENT	PO BOX 790428	SAINT LOUIS	MO 63179-0428	
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>Inv Amt</i> 144.33	22800010 West Point Fire	5182 Maint of Equipment - Auto	JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> <input type="text" value="06/05/2024"/>	<i>Invoice #:</i> 06052041	XXXX-XXXX-XXXX-9862	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> 0037446	US BANK CORP PAYMENT	PO BOX 790428	SAINT LOUIS	MO 63179-0428	
<i>Division Code:</i> SPD2	<i>Check Stock:</i> AP	<i>Tax Code:</i>	<i>Contract:</i>	REFUND <input type="checkbox"/>	FY <input type="checkbox"/> RETURN <input type="checkbox"/>
<i>System Messages:</i>	Total				841.08

**County of Calaveras
Budget and Actuals by Budget Class**

As of 6/12/2024

Fiscal Year: 2023

	Budget Version-	Budget	Encumbrance	Y-T-D Actuals	Balance	% Remaining
Org Key:	22800010					
	West Point Fire					
<u>Taxes</u>						
4010	Current Secured Taxes	197,898.00	0.00	194,658.09	3,239.91	1.63 %
4013	SB2557 Reduction	(3,847.00)	0.00	(3,845.51)	(1.49)	0.03 %
4015	Unitary Taxes	5,068.00	0.00	5,107.46	(39.46)	-0.77 %
4017	Suppl Current Secured Taxes	4,710.00	0.00	5,195.53	(485.53)	-10.30 %
4020	Current Unsecured Taxes	4,270.00	0.00	3,804.85	465.15	10.89 %
4027	Suppl Current Unsecured Taxes	219.00	0.00	148.47	70.53	32.20 %
4040	Prior Unsecured Taxes	372.00	0.00	158.68	213.32	57.34 %
4072	Transient Occupancy Taxes	75,798.00	0.00	58,418.94	17,379.06	22.92 %
4077	Special Tax Districts	495,365.00	0.00	469,538.45	25,826.55	5.21 %
4465	State Timber Tax	0.00	0.00	144.18	(144.18)	0.00 %
Total Taxes		779,853.00	0.00	733,329.14	46,523.86	5.96
<u>Revenue From Use of Money/ Property</u>						
4300	Interest	10,794.00	0.00	13,779.40	(2,985.40)	-27.65 %
Total Revenue From Use of Money/ Propert		10,794.00	0.00	13,779.40	(2,985.40)	-27.65
<u>Intergovernmental Revenue- State</u>						
4463	State Homeowners Prop Tax Rel	1,673.00	0.00	1,506.52	166.48	9.95 %
4472	State Aid for Public Safety	0.00	0.00	26,366.85	(26,366.85)	0.00 %
4499	State - Fire Reimbursement	298,261.00	0.00	331,994.12	(33,733.12)	-11.30 %
Total Intergovernmental Revenue- State		299,934.00	0.00	359,867.49	(59,933.49)	-19.98
<u>Misc. Revenue</u>						
4707	Gifts/Donations	0.00	0.00	15,300.00	(15,300.00)	0.00 %
Total Misc. Revenue		0.00	0.00	15,300.00	(15,300.00)	0.00
<u>Intergovernmental Revenue</u>						
4799	Contr from Other Govts	0.00	0.00	20,000.00	(20,000.00)	0.00 %
Total Intergovernmental Revenue		0.00	0.00	20,000.00	(20,000.00)	0.00
	Total Revenue	1,090,581.00	0.00	1,142,276.03	(51,695.03)	
<u>Salaries and Employee Benefits</u>						
5001	Salaries/Wages - Permanent	425,000.00	0.00	537,504.23	(112,504.23)	-26.47 %
5004	Extra Hire - Strike Teams	130,000.00	0.00	91,836.55	38,163.45	29.35 %
5051	Social Security (OASDI)	34,410.00	0.00	38,627.38	(4,217.38)	-12.25 %
5053	Medicare	8,048.00	0.00	9,033.62	(985.62)	-12.24 %
Total Salaries and Employee Benefits		597,458.00	0.00	677,001.78	(79,543.78)	-13.31
<u>Services and Supplies</u>						
5111	Clothing/Personal Supplies	6,785.00	0.00	1,785.98	4,999.02	73.67 %
5115	Safety Clothing and Equipment	12,525.00	0.00	1,335.46	11,189.54	89.33 %
5121	Communications	1,000.00	0.00	225.00	775.00	77.50 %
5131	Food	1,500.00	0.00	228.28	1,271.72	84.78 %
5141	Household Expense	2,500.00	0.00	1,381.20	1,118.80	44.75 %
5151	Insurance	45,000.00	0.00	107,729.50	(62,729.50)	-139.39 %
5159	Insurance - Unemployment	7,000.00	0.00	5,031.55	1,968.45	28.12 %

**County of Calaveras
Budget and Actuals by Budget Class**

As of 6/12/2024

Fiscal Year: 2023

Budget Version-		Budget	Encumbrance	Y-T-D Actuals	Balance	% Remaining
5181	Maintenance of Equipment	6,500.00	0.00	13,409.99	(6,909.99)	-106.30 %
5182	Maint of Equipment - Auto	25,000.00	0.00	108,019.90	(83,019.90)	-332.07 %
5201	Maint of Buildings/Grounds	6,500.00	0.00	4,747.64	1,752.36	26.95 %
5203	Maint of Communications Equip	500.00	0.00	394.02	105.98	21.19 %
5212	Medical/Dental/Laboratory	2,000.00	0.00	0.00	2,000.00	100.00 %
5221	Memberships	1,000.00	0.00	425.00	575.00	57.50 %
5241	Office Expense	3,600.00	0.00	4,396.81	(796.81)	-22.13 %
5243	Office Expense - Postage	500.00	0.00	97.51	402.49	80.49 %
5271	Prof and Specialized Services	16,000.00	0.00	27,788.62	(11,788.62)	-73.67 %
5381	Legal Notices	500.00	0.00	0.00	500.00	100.00 %
5401	Small Tools	500.00	0.00	356.64	143.36	28.67 %
5411	Special Department Expense	2,000.00	0.00	7,283.14	(5,283.14)	-264.15 %
5422	Training	5,000.00	0.00	1,865.92	3,134.08	62.68 %
5453	Fire Prevention Program	300.00	0.00	1,120.63	(820.63)	-273.54 %
5471	Transportation and Travel	5,000.00	0.00	803.92	4,196.08	83.92 %
5480	Gas and Oil Expense	16,000.00	0.00	16,411.70	(411.70)	-2.57 %
5501	Utilities	14,000.00	0.00	13,975.39	24.61	0.17 %
Total Services and Supplies		181,210.00	0.00	318,813.80	(137,603.80)	-75.93
<u>Other Charges</u>						
5627	LAFCO Assessment	583.00	0.00	583.42	(0.42)	-0.07 %
Total Other Charges		583.00	0.00	583.42	(0.42)	-0.07
<u>Capital Assets</u>						
5701	Capital Equipment	67,624.00	0.00	29,779.97	37,844.03	55.96 %
Total Capital Assets		67,624.00	0.00	29,779.97	37,844.03	55.96
Total Expenses		846,875.00	0.00	1,026,178.97	(179,303.97)	
Total Revenue		1,090,581.00	0.00	1,142,276.03	(51,695.03)	
Total Expenses		846,875.00	0.00	1,026,178.97	(179,303.97)	
Key Total for	22800010	243,706.00	0.00	116,097.06	127,608.94	

**County of Calaveras
Budget and Actuals by Budget Class**

As of 6/12/2024

Fiscal Year: 2023

Budget Version-	Budget	Encumbrance	Y-T-D Actuals	Balance	% Remaining
Report Revenues	1,090,581.00	0.00	1,142,276.03	(51,695.03)	
Report Expenses	846,875.00	0.00	1,026,178.97	(179,303.97)	
REPORT TOTAL	243,706.00	0.00	116,097.06	127,608.94	

**County of Calaveras
General Ledger Summary
Balance Sheet Accounts
As of 6/12/2024**

Fund 2280 West Point Fire

<u>Object Code</u>	<u>Object Description</u>	<u>Balance</u>
<u>Assets</u>		
1006	Cash in Treasury	863,766.19
1016	Imprest Cash	2,500.00
Total Assets		\$866,266.19
 <u>Liabilities</u>		
2091	Accts Payable - Staledated Cks	195.74
Total Liabilities		\$195.74
 <u>Fund Balance</u>		
3002	Fund Bal Unreserv/Undesign	636,352.39
3040	Reserve - General	97,088.00
3043	Reserve for Imprest Cash	2,500.00
3046	Reserve for Buildings	14,033.00
Total Fund Balance		\$749,973.39
Year-to-Date Revenues		\$1,142,276.03
Year-to-Date Expenditures		\$1,026,178.97
Year-to-Date Transfers In		\$0.00
Year-to-Date Transfers Out		\$0.00
Year-to-Date Clearing Accounts		\$0.00
Total Fund Equity		\$866,070.45
Total Liabilities and Fund Equity		\$866,266.19



BANK OF STOCKTON

ESTABLISHED 1867

WITHSTANDING THE TEST OF TIME



WEST POINT FIRE PROTECTION DISTRICT
P O BOX 315
WEST POINT CA 95255-0315

*Page 1

5-19-24
2711437601

QUESTIONS? PLEASE CALL 209-929-1600 OR 800-941-1494

2711437601

BUSINESS BASIC CHECKING

SUMMARY *****

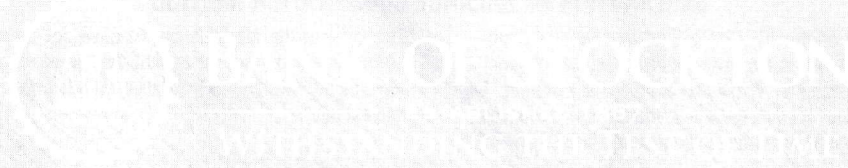
Previous Balance	4-21-24	16,749.66
+ Deposits/Credit		.00
- Checks/Debits		.00
- Service Charge		.00
Current Balance		16,749.66
Days in Current Period	28	

DAILY BALANCE SUMMARY *****

Date	Balance	Date	Balance	Date	Balance
4-21	16749.66				

OVERDRAFT CHARGES/REFUNDS SUMMARY *****

	This Cycle	YTD
Total Net Returned Item Fees	.00	.00
Total Net Overdraft Fees	.00	.00
Total Net Fees Charged	.00	.00



END OF STATEMENT

P.O. Box 1110 • Stockton CA 95201

Enclosures





National Association
4000 West Broadway
Robbinsdale, MN 55422
763-971-1111

U.S. Bank
93-38/929

Check No. 7094085

Check Date
05/29/2024

PAY *One Hundred One and 48/100******

Check Amount
\$*****101.48
Void After 180 Days

\$

TO THE ORDER OF WEST POINT FIRE
PO BOX 315
ATTN: CALCARD ADMINISTRATOR
WEST POINT, CA 95255

Lisa Stark

340253813

⑈ 7094085 ⑈ ⑆ 092900383 ⑆ 150080235578 ⑈

National Association
4000 West Broadway
Robbinsdale, MN 55422
763-971-1111

WEST POINT FIRE, PO BOX 315
ATTN: CALCARD ADMINISTRATOR
WEST POINT, CA 95255

No. 7094085

Check Date: 05/29/2024

Vendor No. (340253813)

Invoice	Date	Description	Gross Amount	Discount Amount	Net Amount Paid
ECRREBATE1053803	05/20/2024	US Bank Corp Card NASPO Contract payment for spend in Q(1) Year(2024). Contract Payment ID 10538. ATTN Card Admin. Questions contact RM Shannon Ness at Email shannon.ness@usbank.	\$101.48	\$0.00	\$101.48
TOTAL			\$101.48	\$0.00	\$101.48

State Controller Schedules		COUNTY OF CALAVERAS			Schedule 15	
County Budget Act		Special Districts and Other Agencies - Non Enterprise				
January 2010 Edition, revision #1		Financing Sources and Uses by Budget Unit by Object				
		Fiscal Year 2024 - 2023				
		West Point Fire 22800010				
Detail by Revenue Category and Expenditure Object	2021-2022 Actuals	2022-2023 Actual [] Estimated []	2023-2024 Adopted Final Budget	2024-2025 Recommended by the District Board		
(1)	(2)	(3)	(4)	(5)		
4010Current Secured Taxes	172,348	196,300	197,898	209,514		RV
4013SB2557 Reduction	(2,630)	(3,391)	(3,847)	(3,846)		RV
4015Unitary Taxes	3,665	4,301	5,068	5,210		RV
4017Suppl Current Secured Taxes	2,552	4,616	4,710	4,300		RV
4020Current Unsecured Taxes	1,892	1,943	4,270	5,072		RV
4027Suppl Current Unsecured Tax	51	260	219	219		RV
4040Prior Unsecured Taxes	121	352	372	357		RV
4072Transient Occupancy Taxes	48,430	75,798	75,798			RV
4077Special Tax Districts	498,107	495,365	495,365			RV
4465State Timber Tax	164	7	-	-		RV
Taxes	724,700	775,549	779,853	220,826		
4300Interest	2,864	10,794	10,794			RV
Rev from Use of Money/Property	2,864	10,794	10,794	-		
4455State Grants	-	-	-	-		RV
4463State Homeowners Prop Tax	1,458	1,486	1,673	1,640		RV
4472State Aid for Public Safety	36,040	35,775	-	-		RV
4499State - Fire Reimbursement	370,483	298,261	298,261			RV
Intergovernmental Revenue - St	407,981	335,523	299,934	1,640		
4707Gifts/Donations	-	-	-	-		RV
4713Miscellaneous Revenue	17,726	4,742	-	-		RV
Miscellaneous Revenue	17,726	4,742	-	-		
4799Contr from Other Govts	36,279	-	-	-		RV
Intergovernmental Rev	36,279	-	-	-		
	1,189,551	1,126,608	1,090,581	222,466		
5001Salaries/Wages - Permanent	397,466	501,065	425,000	535,000		XP
5004Extra Hire - Strike Teams	129,945	161,033	130,000	130,000		XP
5049PERS - Employer	-	-	-	-		XP
5051Social Security (OASDI)	32,700	41,047	34,410	41,230		XP
5053Medicare	7,650	9,602	8,048	9,643		XP
Salaries and Employee Benefits	567,761	712,747	597,458	715,873		
5111Clothing/Personal Supplies	1,779	673	6,785	6,785		XP
5115Safety Clothing and Equipme	2,753	10,619	12,525	12,525		XP
5121Communications	3,632	657	1,000	1,000		XP
5131Food	495	1,142	1,500	1,500		XP
5141Household Expense	363	625	2,500	2,500		XP
5151Insurance	52,087	91,099	45,000	100,000		XP
5159Insurance - Unemployment	4,644	3,749	7,000	7,000		XP
5181Maintenance of Equipment	7,367	5,532	6,500	13,410		XP
5182Maint of Equipment - Auto	28,956	27,699	25,000	28,000		XP
5201Maint of Buildings/Grounds	4,152	4,937	6,500	6,500		XP
5203Maint of Communications Eq	1,013	140	500	500		XP
5212Medical/Dental/Laboratory	-	150	2,000	2,000		XP
5221Memberships	830	497	1,000	1,000		XP
5241Office Expense	1,359	2,277	3,600	4,400		XP
5243Office Expense - Postage	270	576	500	500		XP
5271Prof and Specialized Service	24,017	28,309	16,000	25,000		XP
5381Legal Notices	-	-	500	500		XP
5401Small Tools	-	-	500	500		XP
5411Special Department Expense	11,283	6,133	2,000	7,300		XP
5422Training	5,360	7,872	5,000	5,000		XP
5453Fire Prevention Program	546	642	300	1,200		XP
5471Transportation and Travel	838	3,141	5,000	5,000		XP
5480Gas and Oil Expense	17,484	20,518	16,000	19,200		XP
5501Utilities	14,389	17,143	14,000	15,000		XP
Services and Supplies	183,617	234,131	181,210	266,320		
5627LAFCO Assessment	516	560	583	-		XP
Other Charges	516	560	583	-		
5701Capital Equipment	67,623	47,589	67,624	67,624		XP
Capital Assets	67,623	47,589	67,624	67,624		
	819,518	995,027	846,875	1,049,817		
NET COST	(2,009,069)	(2,121,635)	(243,706)	827,351		



West Point Fire Protection District
PO Box 315
195 Spink Rd.
West Point, CA 95255

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the West Point Fire Protection District, a California special district (hereinafter referred to as "WPPFD"), and «**Bronwynne Wolf**» (hereinafter referred to as "Contractor"). WPPFD and Contractor shall collectively be referred to as "Parties."

WHEREAS, WPPFD wishes to enter into an agreement for the performance of the services described herein; and

WHEREAS, WPPFD is authorized by The Fire Protection District Law of 1987 § 13861 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, it is the intention of the Parties in the making and execution of this contract to also adhere to all terms of the funding agreement WPPFD has entered into with the Grantor of the funds; and

WHEREAS, Contractor has represented to WPPFD that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with WPPFD goals; and

WHEREAS, in the judgment of WPPFD, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, WPPFD and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. **Contractor's Specified Services:** Contractor shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in **Appendix A: Scope of Work**, attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in **Appendices A and B**. In the event of any conflict between any provisions of this Agreement and any Appendix(ices) to this Agreement, the provision that requires the highest level of performance from the Contractor for the WPPFD's benefit shall prevail.
- 1.2. **Cooperation with WPPFD:** Contractor shall cooperate with WPPFD and WPPFD staff in the performance of all work under this Agreement.
- 1.3. **Performance Standard:** Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession and shall comply with all applicable Federal, State, Special District, and Local laws, ordinances, codes, and regulations in performing its services. Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. WPPFD has relied upon the professional ability and training of Contractor as a material inducement to enter into

this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, district, and local laws, it being understood that acceptance of Contractor's work by WPPFD shall not operate as a waiver or release. If WPPFD determines that any of Contractor's work is not in accord with such level of competency and standard of care, WPPFD, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with WPPFD to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel:

1.4.1. Contractor shall assign only competent personnel to perform the work under this Agreement. In the event that at any time WPPFD, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from WPPFD.

1.4.2. Any and all persons identified in this Agreement or any Appendix hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by WPPFD to be key personnel whose services were a material inducement to WPPFD to enter into this Agreement, and without whose services WPPFD would not have entered into this Agreement, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of WPPFD.

1.4.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Assumption of Risk: Contractor assumes all risks of physical, financial, and other harms resulting from the performance of the Work.

1.6. Timely Performance/Delays: Contractor shall complete all Work within the term of this Agreement. Contractor shall immediately notify the WPPFD Fire Chief of any expected or unexpected delays. Contractor shall not be liable for delays in performance beyond Contractor's reasonable control. Both parties shall maintain close communication throughout the duration of the project.

2. COMPENSATION

2.1. Total Compensation: For the services described in Section 1 above, and subject to the

condition that the specified task has been completed as set forth in Section 1.3, 1.6, and 1.7 above, Contractor shall be compensated as described in **Appendix B: Payment Schedule**, which is attached and incorporated herein by reference.

- 2.2. **Separate Accounting:** To the extent that Contractor is performing other projects for the WPPFD at other locations and pursuant to other Agreements, the Contractor shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.
- 2.3. **Expense Reimbursement:** Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in **Appendix B: Payment Schedule**. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law. If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.
- 2.4. **Overpayment:** If WPPFD overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to WPPFD or at WPPFD option, permit WPPFD to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

- 3.1. **Term:** The term of this Agreement shall be effective from **7/01/24-6/30/25** unless terminated earlier as set forth in Section 7: Breach, Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 25: Amendment.
- 3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the WPPFD as set forth in **Appendix A: Scope of Work**

4. BILLING AND PAYMENT

- 4.1. **Billing:** Billing and invoicing shall be as described in **Appendix B: Payment Schedule**.

5. REPRESENTATIVES AND NOTICE

- 5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall

endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

WPPFD Contract Manager: Terry Miller
Fire Chief

Contractor: «Bronwynne Wolf»,
Board Clerk

- 5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of WPPFD and Contractor at their respective address as follows:

Contractor: «Bronwynne Wolf »
PO Box 1060
West Point, Ca 95255
« bewinwolf@outlook.com »

WPPFD: Chief Terry Miller
P.O. Box 315
West Point, CA 95255
tmiller@westpointfire.org

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- 5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. **CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The services and compensation received by WPPFD and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the parties arising from this Agreement may be terminated. WPPFD agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to WPPFD within ten (10) calendar days of the final date for which funding is available.

7. BREACH, TERMINATION, AND SEVERABILITY

- 7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 10 calendar days of receipt if the breach is not cured within 10 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination, and/or 2) take possession of project documents, data, reports, maps, and information and to remedy the problem by hiring other resources to complete the project (in which case, Contractor expressly agrees to provide all project materials to WPPFD and to abide by WPPFD's decision). The date of termination in this event shall be 10 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.
- 7.2. In order to ensure faithful performance of this agreement and to reimburse WPPFD for any loss or damages suffered by reason of CONTRACTOR's failure to perform in full or in part, WPPFD shall have the right to withhold monies due CONTRACTOR, a sum or sums sufficient to cover, in the judgment of WPPFD, such loss, damage or failure. Contractor will be paid for all work completed to the satisfaction of WPPFD using the rates described in **Appendix B: Payment Schedule**.
- 7.3. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including WPPFD, and to defend and indemnify, hold harmless, and release WPPFD, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity, including Contractor or the funding Grantor, that arise out of, pertain to, or related to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against WPPFD based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on WPPFD's part, but to the extent required by law, excluding liability due to WPPFD's conduct.

9. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

In accordance with Government Code Section 8546.7, Contractor shall permit State or Federal agency to audit, inspect, and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to WPPFD. Failure to provide the documents requested by WPPFD within the requested time frame indicated may result in WPPFD withholding payments due under this Agreement.

All records, documents, general correspondence relating to the project in possession of the Contractor shall be retained by the Contractor for a minimum of three years from the date of project completion.

10. ETHICS AND STANDARDS OF CONDUCT

Contractor agrees to adhere to ethical standards. Contractor agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Contractor in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Contractor must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. WPPFD, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the WPPFD makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, WPPFD shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by WPPFD in providing such gratuities to any such officer or employee.

11. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and WPPFD laws and regulations and any administrative directives established by the WPPFD Board of Directors or the WPPFD Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

12. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

13. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, WPPFD and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by WPPFD. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

14. CONFLICT OF INTEREST

14.1. Applicable Law: Contractor shall comply with the laws and regulations of the State of California and WPPFD regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

14.2. Covenant: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

- 14.3. Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform WPPFD and provide all information needed for resolution of the question.

15. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the WPPFD shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. STATUS OF CONTRACTOR

- 16.1. Independent Contractor:** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the WPPFD and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the WPPFD. Contractor hereby indemnifies and holds the WPPFD harmless from any and all claims that may be made against the WPPFD based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- 16.2. No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the WPPFD in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the WPPFD to any obligation whatsoever.
- 16.3. Taxes:** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.
- 16.4. Enforcement:** There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.
- 16.5. Control of Work:** Contractor shall be solely responsible for determining the means and methods of performing the Work.

17. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. Any purported assignment in violation of this contract shall be deemed void and shall have no effect.

18. WAIVER, BREACH, AND SEVERABILITY

- 18.1.** Any waiver of or failure by the WPPFD or any of its officers, agents or employees or the failure of the WPPFD or its officers, agents, or employees to take action with respect to any right conferred by this Agreement to the WPPFD shall not be deemed to be a waiver of any additional or subsequent right conferred to the WPPFD by this Agreement or of any other term, covenant or condition of this Agreement by the WPPFD.
- 18.2.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision, and the remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

19. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, County, and District statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon WPPFD unless agreed in writing by WPPFD and counsel for WPPFD.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras WPPFD, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

20. PUBLIC RECORDS ACT

Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records

Act.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the WPPFD is relying on this representation in entering into this Agreement.

22. APPENDICES

Each Appendix referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

Appendix A: Scope of Work

Appendix B: Payment Schedule

23. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The WPPFD shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by WPPFD and by written instrument signed by both Parties.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the WPPFD and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

26. FORCE MAJEURE

The Parties shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other

conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

WPFPD

Contractor

Terry Miller
WPFPD Chief

Bronwynne Wolf
Board Clerk

Date

Date

APPENDIX A

SCOPE OF WORK

Project Name: Board Clerk

WPPFD has identified the following main tasks to be completed by the awarded contractor:

- *Monthly Board of Director meetings:*
 - Develop draft agendas and posting agendas according to the Brown Act
 - Collect board input to inform the agendas and packets
 - Prepare and distribute board packets
 - Attend each board of directors meeting to take minutes, present correspondence, prepare authorization signature pages for transmittals, and prepare checks for signing
 - Complete after meeting follow up items, including bank deposits, payment authorizations, minute preparation, filing documents, and correspondence with board members and fire chief.
- *Payables & Receivables*
 - Communicate with vendors and ensure proper vendor documentation is filed
 - Prepare payable transmittals
 - Retrieve county's budget to actual expense reports and general ledger reports
 - Prepare bank deposits
- *Annual Budget and Audit*
 - Assist with preparation of annual and final budgets for board approval
 - Prepare for annual audit and work closely with auditors during the entirety of the process
- *Other organizational and administrative tasks as needed*
 - Ensure availability for board, chief, and clerk communications
 - Maintain organized records and files
 - Monitor critical due dates and correspondances
- Board Payroll Duties
 - Run payroll twice monthly
 - Pay appropriate payroll taxes within 5 days of each pay date
 - File quarterly federal and state payroll reports
 - Provide all prior year employee W2 statements prior to January 31st
 - File quarterly workers compensation insurance reports
 - Maintain and file all related payroll, payroll tax, and workers compensation records

**APPENDIX B
PAYMENT SCHEDULE**

Project Name: **Board Clerk**

Task	Payment
1: Board Clerk Duties	\$1,250 per month
TOTAL COSTS NOT TO EXCEED	\$15,000 per year

WPPFD will pay CONTRACTOR upon submitted invoices according to the following payment schedule:

- a) All compensation payments shall require an invoice.
- b) CONTRACTOR shall provide invoices no more frequently than twice monthly.
- c) If requested by the WPPFD, the Contractor shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Contractor.
- d) Contractor and the WPPFD Contract Manager shall work in good faith to resolve any invoicing discrepancies within 10 business days after notification that the discrepancy exists. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Contractor shall submit a revised invoice for payment.
- e) Total compensation for all services shall not exceed \$15,000 per year».
- f) Payment of said invoices shall not be past due until thirty (30) days after WPPFD has received the funds.
- g) If funding for any fiscal year is reduced or deleted by the approved budget for purposes of this project as described in Section 6 of the Agreement the WPPFD shall have the option to either cancel this Agreement or to offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.
- h) CONTRACTOR will submit invoices to:
West Point Fire Protection District
Attn: Chief Terry Miller
PO Box 315
West Point, CA 95255
Email: tmiller@westpointfire.org

****Resolution 2023.04****

****Payroll Processing Authorization****

****WHEREAS****, the West Point Fire Protection District requires efficient and timely processing of payroll-related payments and transactions to ensure the proper functioning and financial management of the District;

****WHEREAS****, it is essential to designate an authorized individual who can approve and oversee all necessary payroll-related payments and transactions;

****NOW, THEREFORE, BE IT RESOLVED**** that Bronwynne Wolf is hereby authorized to approve any and all necessary payroll-related payments and/or transactions pertaining to the West Point Fire Protection District and its employees.

****ADOPTED**** this 12th day of June, 2024, by the Board of Directors of the West Point Fire Protection District.

Julia Marsili, Chair of the Board