



# BEN LOMOND FIRE PROTECTION DISTRICT

## AGENDA of the BOARD OF DIRECTORS

Public Hearing to Adopt the FY 2023-2024 Final Budget  
Wednesday August 16, 2023 at 9:00 AM  
Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California  
Telephone: 831-336-5495 Fax: 831-336-0300  
blfdchief@benlomondfd.com is inviting you to a Meeting

The Board meeting agenda and all supporting documents are available for public review at 9430 Hwy 9, Ben Lomond, CA, 72 hours in advance of a scheduled board meeting.

District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Administrative Assistant as soon as possible, but at least two days prior to the meeting.

### CALL TO ORDER

### FLAG SALUTE/MOMENT OF SILENCE

### ROLL CALL

President Director Lisa Hill, Director (Vice) Sean Castagna, Director Dave Bingham

Director Glen Cady, Director Tom Maxson and Fire Chief Stacie Brownlee

Open Public Hearing- Adopt the FY2023-2024 Final Budget

### Call to Order

Open time for public expression regarding the adoption of the 2023-2024 Final Budget. Any person may address the Board regarding the adoption of the 2023-2024 Final Budget.

**Close Public Hearing- Adopt the FY 2023-2024 Final Budget**

### REGULAR MEETING- Call TO ORDER

### OPEN TIME FOR PUBLIC EXPRESSION

Please observe a three minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a more lengthy presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

### DIRECTOR MATTERS/AGENDA AMENDMENTS

Directors may report on their activities and meetings.

Any changes to the agenda may be made at this time.

### CHIEF'S REPORT

The Fire Chief will report on the district's business activities and operations.

### COMMUNICATIONS –

**BOARD CALENDAR EVENTS** Chiefs Review

### CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes July 19, 2023
  - 1.1 Regular Meeting of August 16, 2023
2. Approval of Expenditures for August 16, 2023
  - 2.1 Paid bills in the amount of \$ 12,300.25
  - 2.2 Paid Payroll in the amount of \$ 16,807.58

## COMMITTEE REPORTS

Directors may report on committee activities and meetings

## Old BUSINESS

1. Upstairs (Discussion/Action)  
**Key discussion points:** No Report  
**Decision(s) made:**  
**Action items and assignee(s)**
  
2. Mill St. (Discussion/Action)  
**Key discussion points:** December 29, 2023 Dead line  
**Decision(s) made:**  
**Action items and assignee(s)**
  
4. SOP Review  
**Key discussion points:** SOP #2010 Review  
**Decision(s) made:**  
**Action items and assignee(s)**
  
5. Pierce 2002 Donated by Millbrae  
**Key discussion points:** Finally, in service- see final spread sheet, 2211 sent to Fort Jones and do we want to remove this from the agenda.  
**Decisions made:**  
**Action Items and assignees:**
  
6. LAFCO  
**Key discussion points:**  
**Decisions made:**  
**Action Items and assignees:**
  
7. Apparatus Room Doors  
**Key discussion points:** Painted  
**Decisions made:**  
**Action Items and assignees:**
  
8. Landscaping  
**Key discussion points:** Starts in September  
**Decisions made:**  
**Action Items and assignees:**

9. Arden Property

**Key discussion points:**

**Decisions made:**

**Action Items and assignees:**

10. 2023-2024 Annual Budget Adoption

**Key discussion points:** 2023-24 annual budget adopted at this meeting

**Decisions made:**

**Action Items and assignees:**

11. Santa Cruz County Agreement

**Key discussion points:** Still waiting for draft from County

**Decisions made:**

**Action Items and assignees:**

## NEW BUSINESS

1. Resolution 2023-05 VFC Grant Agreement

**Key discussion points:** This year we did not get awarded full proposed project. We have been awarded 5 pagers, 20 wildland coats, 20 Gloves and 5 hoods

**Decisions made:**

**Action Items and assignees:**

## CLOSED SESSION

At any time during the regular meeting, the Board may adjourn to a closed session to consider land negotiations, litigation, and personnel matters or to discuss with legal counsel matter within the attorney-client privilege. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957:

### INFORMATION/FUTURE MEETINGS

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

Scheduling of future meetings

Regular Meeting –September 20, 2023

## ADJOURNMENT

# Ben Lomond Fire Protection District

## FY 2023/24

8/7/2023

### FINAL

REVENUE		
40100	PROPERTY TAX-CURRENT SEC-GEN	1,008,745.00
40110	PROPERTY TAX-CURRENT UNSEC-GEN	19,477.00
40440	RENTS & CONCESSIONS	52,152.00
40830	ST-HOMEOWNERS' PROPERTY TAX RELIEF	5,004.00
	23/23 Carry-over	551,000.00
<b>TOTAL REVENUE</b>		<b>\$1,636,378</b>
EXPENDITURES		
SALARIES & BENEFITS		
51000	REGULAR PAY-PERMANENT	196,000.00
51010	REGULAR PAY-EXTRA HELP	105,000.00
51015	REGULAR PAY-SICK LEAVE	1,000.00
52010	OASDI-SOCIAL SECURITY	28,000.00
52015	RETIREMENT	29,600.00
53010	EMPLOYEE INSURANCE AND BENEFITS	14,500.00
53015	UNEMPLOYMENT INSURANCE	7,000.00
54010	WORKERS COMPENSATION INSURANCE	20,000.00
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>401,100</b>
SERVICES & SUPPLIES		
61110	CLOTHING & PERSONAL SUPPLIES	33,000.00
61215	RADIO	27,500.00
61221	TELEPHONE-NON TELECOM 1099 9/08	18,500.00
61310	FOOD	8,000.00
61425	OTHER HOUSEHOLD EXPENSE-SERVICES	3,800.00
61525	LIABILITY INSURANCE	46,538.00
61720	MAINT-MOBILE EQUIPMENT-SERVICES	13,000.00
61721	MAINT-MOBILE EQUIPMENT-SUPPLIES	32,000.00
61725	MAINT-OFFICE EQUIPMENT-SERVICES	700.00
61730	MAINT-OTHER EQUIPMENT-SERVICES	8,000.00
61731	MAINT-OTH EQUIP-SUPPLIES	5,500.00
61845	MAINT-STRUCT/IMPS/GRDS-OTHER-SERVICES	91,850.00
61846	MAINT-STRUCT/IMPS/GRDS-OTHER-SUPPLIES	68,562.00
61855	ROAD REPAIRS-SERVICES	1,000.00
61920	MEDICAL, DENTAL & LAB SUPPLIES	4,800.00
62020	MEMBERSHIPS	2,780.00
62219	PC SOFTWARE PURCHASES	14,450.00
62221	POSTAGE	500.00

8/9/2023

62223	SUPPLIES	1,000.00
62301	ACCOUNTING AND AUDITING FEES	19,500.00
62327	DIRECTORS' FEES	8,000.00
62358	LAUNDRY SERVICES	450.00
62367	MEDICAL SERVICES-OTHER	12,000.00
62381	PROF & SPECIAL SERV-OTHER	30,100.00
62420	LEGAL NOTICES	600.00
62715	SMALL TOOLS & INSTRUMENTS	14,254.00
62826	EDUCATION AND/OR TRAINING	20,000.00
62888	SPECIAL DISTRICT EXPENSE-SERVICES	43,931.00
62920	GAS, OIL, FUEL	20,000.00
62928	TRAVEL-OTHER	5,000.00
63070	UTILITIES	14,500.00
74230	PRINCIPAL ON LEASE PURCHASES	69,300.00
74420	INTEREST ON LEASE PURCHASES	14,300.00
86110	BUILDINGS AND IMPROVEMENTS	566,350.00
86203	COMP EQUIPMENT	10,000.00
86204	EQUIPMENT	5,513.00
	<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>1,235,278</b>
<b>TOTAL EXPENDITURES</b>		<b>\$1,636,378</b>

8/9/2023



# **Ben Lomond Fire Protection District**

**Post Office Box 27, Ben Lomond, California 95005**

**Telephone: 831-336-5495 Fax: 831-336-0300**

<b>TO:</b>	<b>Board of Directors</b>	<b>FROM:</b>	<b>Stacie Brownlee Fire Chief</b>
<b>SUBJECT:</b>	<b>Chief's Report</b>	<b>DATE:</b>	<b>08/16/2023</b>
	<b>Approved</b>	<b>Date</b>	

**Correspondence** Attorney legal service rate adjustment

**Administration**

**Operations**

BLFD responded to calls in 39 July/Aug

- Structure (0)
- EMS (22)
- Haz Mat (2)
- Vehicle Acc. (1)
- Public Service (8)
- Smoke Checks (3)
- Other, wires (3)
- Mutual Aide Of these calls (6) 3 Boulder, 1 Wat, 2 Fel
- Storm related (0)
- Wildland (0)

**Training**

- Hose Evolution Structure

**Logistic**

**Fire Prevention/Ed**

Alba road/ Fire Wise



# BEN LOMOND FIRE PROTECTION DISTRICT

## Board Meeting

Minutes Regular Board Meeting  
Wednesday, July 19, 2023 at 9:00 AM

Ben Lomond Firehouse, 9430 Hwy 9, Ben Lomond, California  
Telephone: 831-336-5495 Fax: 831-336-0300

### Roll Call

**Directors Present:** Chairperson Director Castagna, Director, Director Maxson, Director Bingham & Director Cady

**Fire District Staff:** Fire Chief Brownlee

**Absent:** Director Hill

**Also Present:**

**FLAG SALUTE/MOMENT OF SILENCE**

**ROLL CALL**

**Call to Order**

**CALL TO ORDER BOARD REGULAR BOARD MEETING**

The meeting of the Board of Directors of the Ben Lomond Fire Protection District was held on Wednesday, July 19, 2023, Chairperson Castagna called the meeting to order at 9:00 AM.

**OPEN TIME FOR PUBLIC EXPRESSION**

Please observe a three-minute time limit

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board deliberation will be considered for placement on the agenda for discussion at a future meeting. There will also be an opportunity to comment on action items, following Board discussion and before any action is taken. The Board asks anyone who speaks to state their name.

**PUBLIC EXPRESSION-** None

**DIRECTOR MATTERS/AGENDA AMENDMENTS-**

Directors may report on their activities and meetings.

Any changes to the agenda may be made at this time.

**CHIEF'S REPORT**

The Fire Chief will report on the district's business activities and operations.

**COMMUNICATIONS** – Chief advised the Board that she would be on vacation July 20-25. Invite from Director Locatelli from Boulder Creek about a meet and great with Panetta at Scoppozi.

**BOARD CALENDER EVENTS-** Chiefs Review Sean/ Lisa

**COMMITTEE REPORTS-**

Directors may report on committee activities and meetings

### CONSENT CALENDAR ITEMS

These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any person.

1. Approval of Minutes June 21, 2023
  - 1.1 Regular Meeting of July 19, 2023
2. Approval of Expenditures for June 21, 2023
  - 1.1 Paid bills in the amount of \$92,757.76
  - 1.2 Paid Payroll in the amount of \$14,579.34

## Approval of Consent Calendar Items

Motion was made by Director Maxson seconded by Director Bingham to approve all Consent Calendar items

Ayes: Chairperson Director Castagna, Director Cady, & Director Maxson, and Director Bingham

Noes: None

Abstain: None

Absent Director Hill

### Old BUSINESS

1. Upstairs (Discussion/Action)

**Key discussion points:** No report

**Decision(s) made:**

**Action items and assignee(s)**

2. Mill St. (Discussion/Action)

**Key discussion points:** Keep on the agenda and add the deadline date

**Decision(s) made:**

**Action items and assignee(s)** Deadline date 12/2023

3. SOP Review

**Key discussion points:** SOP# 2010 Director Bingham would like it to remain on the agenda to review.

**Decision(s) made:**

**Action items and assignee(s)**

4. Pierce 2002

**Key discussion points:** Radio come in. Nick will replace it when back from vacation

**Decisions made:** None

**Action Items and assignee(s)**

6. LAFCO

**Key discussion points:** No report

**Decisions made:**

**Action Items and assignees:**

7. Apparatus Room Doors

**Key discussion points:** Eaton will start job weather permitting

**Decisions Made:**

**Action Items and assignees:**

08. Landscaping

**Key discussion points:** Board asked if we could get a date

**Decisions Made:**

**Action Items and assignees:**

09. Arden Property

**Key discussion points:** Director Bingham has not been able to meet the 2 vendors to discuss the culvert

**Decisions Made:**

**Action Items and assignees:** Director Bingham requested to go in to closed session regarding Real Estate.

**10. 2023-2024 Annual Preliminary Budget Review**

**Key discussion points:** Date needs to be set for public notice. Director Bingham will contact the Chief ASAP to see if the next meeting date scheduled will work.

**Decisions Made:**

**Action Items and assignees:**

**11. Santa Cruz County Agreement**

**Key discussion points:**

**Decisions made:** Waiting for contract from County

**Action Items and assignee(s)**

**New Business**

**01. Resolution 2023-04 Carryover Funds Fiscal Year 22-23**

**Key discussion points:** Director Bingham asked why it be put in to a GL account and not a fixed. Chief explained that we would have to do a resolution for each time to move money

**Decisions made:**

**Action Items and assignee(s)**

Motion was made by Director Maxson seconded by Director Cady to approve Resolution 2023-04

Ayes: Chairperson Director Castagna, Director Cady, & Director Maxson, and Director Bingham

Noes: None

Abstain: None

Absent Director Hill

**CLOSED SESSION-**

At any time during the regular meeting, the Board may adjourn to a closed session to consider land negotiations, litigation, and personnel matters or to discuss with legal counsel matter within the attorney-client privilege. Chiefs Review. Authority; Gov. Code Section Code §54956.8, 54956.9, and 54957: Board went into closed session at 9:20. Resumed back into regular Board meeting at 9:35. No reportable action.

**INFORMATION/FUTURE MEETINGS**

Items of a general nature that the staff wishes to bring to the attention of the Board, and any future agenda items.

**FUTURE MEETINGS**

Regular Board Meeting – August 16, 2023

**ADJOURNMENT**

The meeting was adjourned at 9:45 AM

ATTEST:

\_\_\_\_\_  
Chairperson Castagna

\_\_\_\_\_  
Stacie Brownlee, Secretary

PAYROLL SD 02  
 PAY PERIOD #15  
 GL KEY# 680600

Beg Date: 07/08/23

ATTN: Auditor-Controller  
 End Date: 07/21/23

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	31.00	\$1,147.00
			SICK	022	0.00	\$0.00
<b>DUTY CHIEF</b>						
<b>EMPLOYEE #</b>						
800494	Mike Ayers	\$75.00	PER SHIFT	888	10.00	\$750.00
801757	Matt Sanders	\$75.00	PER SHIFT	888	4.00	\$300.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
<b>DAY WORKER- STATION</b>						
<b>EMPLOYEE #</b>						
803760	Mike Aluffi	\$25.00	HOURLY	888	32.00	\$800.00
803842	Garrett Fisher	\$25.00	HOURLY	888	48.00	\$1,200.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00

Prepared by *Laurie Dennis* 07/19/23  
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	31.00	\$7,933.00
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

**Payroll Batch Control**

Employees 6

Line Entries 7

Total Reg. & Special Hours 31.0

Total Regular & Special Amounts \$8,394.54



VOLUNTEER PAY		\$0.00
<b>TOTAL</b>	<b>31.00</b>	<b>\$8,394.54</b>

51000 Regular Pay	\$7,933.00
51015 Sick Pay	\$0.00
51010 Volunteer Pay	\$0.00
53010 Emp Ins & Ben	\$461.54
<b>Total</b>	<b>\$8,394.54</b>

0.00	*
8,394.54	+
1,147.00	-
7,247.54	*

**PAYROLL SD 02**  
**PAY PERIOD #16**  
**GL KEY# 680600**

**Beg Date: 07/22/23**

**ATTN: Auditor-Controller**  
**End Date: 08/04/23**

EMPLOYEE #	NAME	PAY RATE	PAY TYPE	KEY CODE	HOURS	SALARY / TOTAL PAY
800973	Stacie Brownlee	\$46.70	SALARY	888	0.00	\$3,736.00
			Health Benefit Stipend	ILB	0.00	\$461.54
			VACATION	011	0.00	\$0.00
			SICK	022	0.00	\$0.00
803033	Laurie Dennis	\$37.00	REGULAR HOURS	888	31.50	\$1,165.50
			SICK	022	0.00	\$0.00
<b>DUTY CHIEF</b>						
<b>EMPLOYEE #</b>						
800494	Mike Ayers	\$75.00	PER SHIFT	888	6.00	\$450.00
801757	Matt Sanders	\$75.00	PER SHIFT	888	4.00	\$300.00
803541	Nick Burgess	\$75.00	PER SHIFT	888	4.00	\$300.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
		\$75.00	PER SHIFT	888	0.00	\$0.00
<b>DAY WORKER- STATION</b>						
<b>EMPLOYEE #</b>						
803760	Mike Aluffi	\$25.00	HOURLY	888	32.00	\$800.00
803842	Garrett Fisher	\$25.00	HOURLY	888	48.00	\$1,200.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00
		\$25.00	HOURLY	888	0.00	\$0.00

Prepared by

*Laurie Dennis* 08/02/23  
 DATE

Pay Type	Hours	Dollars
REGULAR HOURS	31.50	\$7,951.50
VACATION	0.00	\$0.00
Health Benefit Stipend	0.00	\$461.54
SICK	0.00	\$0.00

**Payroll Batch Control**

Employees 7

Line Entries 8

Total Reg. & Special Hours 31.5

Total Regular & Special Amounts \$8,413.04

<b>VOLUNTEER PAY</b>		\$0.00
<b>TOTAL</b>	<b>31.50</b>	<b>\$8,413.04</b>

0.00 *	51000 Regular Pay	\$7,951.50
0.00 *	51015 Sick Pay	\$0.00
	51010 Volunteer Pay	\$0.00
	53010 Emp Ins & Ben	\$461.54
8,413.04 +	<b>Total</b>	<b>\$8,413.04</b>
1,165.50 -		
7,247.54 *		

**BEN LOMOND FIRE PROTECTION DISTRICT  
OF SANTA CRUZ COUNTY**

**Date: August 16, 2023**

**To: County Auditor, Controller**

**From: Laurie Dennis (831) 336-5495**

**Subject: Approved Bills for Payment Transmittal**

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Vendor bills have been approved for payment out of district funds totaling an amount of  
**\$ 12,300.25**.

These payments were approved by the Board of Directors during their meeting on  
**August 16, 2023**.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

**CLAIMS BY VENDOR**

07/26/2023

*Filter: (Open Claims Only) (Pre-Approved Excluded)*

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
COX, RORY G	//	61110	Reimb. - uniform and boots for BFFA	\$440.78	<input type="checkbox"/>
L.N. CURTIS & SONS	//	61731	Hurst tool - Repair of broken sight glass, replaced and added fluid, adjusted and tested.	\$501.24	<input type="checkbox"/>
PUBLIC AGENCY RETIREMENT SERVICES	//	52015	PARS administrator services for month ending 05/31/23	\$300.00	<input type="checkbox"/>
SANTA CRUZ CO PUBLIC WORKS	//	61425	Dump fees- June 2023	\$81.00	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61425	Dish soap, hand soap refill	\$43.86	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61721	Fleet maintenance supplies- car wash fluid, wax, asstd hrdwr	\$91.04	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61846	Misc. station maintenance supplies, toilet seat replacement	\$112.66	<input type="checkbox"/>
SCARBOROUGH LUMBER & BUILDING SUPPLY	//	61731	Spark plugs, asstd chainsaw supplies	\$27.22	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62219	Main account bill- Adobe, back up apps, Avenza Mapping software	\$198.84	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61920	Main account bill- Analgesic Services billing	\$184.50	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- Arden property PG&E and SLV Water billings	\$72.16	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62223	Main account bill- keyboard replacement, foam board, etc	\$77.41	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	63070	Main account bill- PG&E and SLV Water billings	\$742.17	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61221	Main account bill-Comcast billing (2), Verizon billing, HULU billing (2)	\$1,492.54	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61310	Main account bill-Food purchases BL Super	\$97.62	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	61721	Main account bill-hydrant tool bags for engines (3)	\$168.77	<input type="checkbox"/>
US BANK CORPORATE PAYMENT SYSTEMS	//	62715	Main account bill-monitor wall mount	\$40.10	<input type="checkbox"/>
<b>Total</b>				<b>\$4,671.91</b>	

# CLAIMS BY VENDOR

08/02/2023

Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
GROSS, RUSSELL E. , REAL ESTATE, INC.	/ /	62381	Property Managment - Henfling's Tavern for August 2023	\$157.50	<input type="checkbox"/>
IHWY, LLC	/ /	62381	Web hosting / Mail Accts for August 2023	\$72.50	<input type="checkbox"/>
SANTA CRUZ COUNTY ENVIRONMENTAL HEALTH SERVICES	/ /	61845	Health Permit renewal 2023/2024	\$1,901.00	<input type="checkbox"/>
SILKE COMMUNICATIONS	/ /	61215	RFS cable (85'@ \$4.52), RFS connector Fem 1/2", RFS connector male, field technicians and travel time - work on radio antenna on station	\$876.59	<input type="checkbox"/>
<b>Total</b>				<b>\$3,007.59</b>	

# CLAIMS BY VENDOR

08/09/2023


Filter: (Open Claims Only) (Pre-Approved Excluded)

Vendor	Claim Date	GL Obj	Message	Amount	
<b>GL Key: 680600</b>					
FIRE RISK MANAGMENT SERVICES- FRMS	//	53010	Monthly insurance premium - September 2023	\$128.39	<input type="checkbox"/>
GREENWASTE RECOVERY INC	//	61425	Garbage & Recycle July 2023	\$145.30	<input type="checkbox"/>
SANTA CRUZ CO PUBLIC WORKS	//	61425	Dump fees- July 2023	\$56.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	Labor to fix tank fill hose. Replace crosslay 1 elbow, replace air brake valve for pump. Transferred radio chargers from E2211 to E2210.	\$3,200.00	<input type="checkbox"/>
SCM PERFORMANCE	//	61720	Labor to prep for 2.5 discharge to get TIG welded	\$160.00	<input type="checkbox"/>
THE HOSE SHOP	//	61721	2 @ 150# 1-1/2" translite tank truck hose	\$27.84	<input type="checkbox"/>
WEX BANK	//	62920	Shell Card billing - fuel charges	\$903.22	<input type="checkbox"/>
<b>Total</b>				<b>\$4,620.75</b>	

**Board Mtg. - Vendor Totals  
August 16, 2023**

<b>Vendor Claim Sheets</b>	<b>\$ Amount</b>	<b>Date</b>
Page 1 total	\$4,671.91	26-Jul-23
Page 2 total	\$3,007.59	2-Aug-23
Page 3 total	\$4,620.75	9-Aug-23
<b>Grand Total Vendor Claims</b>	<b>\$12,300.25</b>	

**TOTALS**

	<b>Ben Lomond Fire Protection District</b>	<b>Policy # 2010</b>  <b>Date 4/06</b>
	<b>SOP ADMINISTRATION PERSONNEL</b>	<b>TITLE: Pre-Employment Physical Exams</b>  <b>Revision date 6/12</b>

**2010.1** All individuals who are offered full-time, temporary or part-time employment shall be required to submit to a physician's examination and controlled substance test at District expense. The examining physician will be provided a description of the job involved to assist in a determination of the individual's fitness to work.

**2010.1.1** Employment will not occur until after a negative controlled-substance test result is certified, and until after a qualified physician has certified the individual as fit to perform the type of work required by the position applied for.

**2010.1.2** Employment will not occur if the individual refuses to cooperate in the examination and testing.

**2010.2** Retesting of an individual who was previously employed on a temporary, part-time or full-time basis will be required if more than three months have elapsed since the individual's last day of work for the District.

**2010.3** Appointments with the medical facility providing the examination and controlled substance testing shall be made at least one day prior to testing if possible, with the individual to be tested provided minimal advance notice (no more than one day, if practical).

**2010.4** When the individual to be tested reports to the medical facility for the scheduled examination and controlled substance testing, they must provide proof of identification, such as a drivers license photo or a state issued photo identification card.

**2010.5** All test results shall be kept confidential. The applicant may be told they failed to pass the test, but only the Fire Chief and his/her confidential designee shall have access to the actual test results.

**2010.6** District employment application forms shall contain a notice to applicants as follows:

*The District has a policy of requiring a physician's physical fitness exam, together with urine drug testing of persons who have been offered employment. Individuals who are determined by the physician not to be physically fit for duty, or who test positive for controlled substances, will not be employed. If you have reason to believe that you will not pass a physician's physical examination, or will test positive for the presence of controlled substances, or if you are unwilling to consent to such an examination or test if offered employment, it is recommended that you not submit an application.*

# Engine 2210 - work / parts purchased

Items	Itemized Cost (\$)	Vendor	Date paid	Estimated	Total Cost (\$)	Differences
Description					Actual	
Annual Inspection, oil and filters changed	\$980.00	SCM Performance	06/01/22		\$980.00	
4 @ 900 Lin. Super LED flash	\$815.42	Wattco	07/06/22		\$815.42	
Rear Lights (amber / red)	\$1,358.22	Wattco	07/27/22		\$1,358.22	
4 @ Chrome Elbows	\$532.86	Burtons Fire, Inc	08/03/22		\$532.86	
2 @ Wheel Chocks	\$774.67	Burtons Fire, Inc	08/03/22	\$686.88	\$774.67	\$87.79
Transducer	\$422.91	Burtons Fire, Inc	08/10/22		\$422.91	
2 @ Light Pole Mounts, adapter collars	\$1,927.11	Wattco	08/10/22		\$1,927.11	
2 @ Jumbo Ball Intake Valve, low profile, top crank	\$5,537.74	L N Curtis	08/31/22		\$5,537.74	
Lightbar Assembly, including all LED lights and mount kit	\$3,870.02	Wattco	09/21/22		\$3,870.02	
1.75x50' Red Hose, handline nozzle tips, shut-off w/bale, 115 high range tips	\$9,655.12	L N Curtis	11/02/22		\$9,655.12	
Radio Equip.(master station, cabling, headset Str, connectors, etc.	\$6,063.40	Metro Mobile Comm.	11/09/22	\$5,504.80	\$6,063.40	\$558.60
2 @ 700 Lin LID Reds, 1 @ 600 LED red flash	\$552.66	Wattco	11/23/22		\$552.66	
600 LIN. Super LED Flash Red	\$196.81	Wattco	12/07/22		\$196.81	
Switch Pole Kit	\$183.77	Wattco	12/14/22		\$183.77	
Maintenance Parts (Fortiflash, asstd. Screws)	\$47.88	Scarborough Lumber	12/28/22		\$47.88	
White reflective stripes, Gold Leaf lettering, Roof install (remove existing)	\$2,562.50	Graphics on the Edge	01/18/23	\$2,000.00	\$2,562.50	\$562.50
2 @ Cable Remote Mnt 17" (part of original radio order)	\$222.73	Silke Communications	02/15/23		\$222.73	
Final order of hose- 12 @ 2.5" x 50' red hose	\$4,180.89	L N Curtis	03/01/23		\$4,180.89	
Tires	\$4,083.75	Priors Tires	04/12/23		\$4,083.75	
Radio accessories, Ram Mount and Tower	\$375.00	SCM Performance	06/14/23		\$375.00	
2210 Build out	\$8,120.00	SCM Performance	06/14/23	\$7,000.00	\$8,120.00	\$1,120.00
					Actual	Diff. total
<b>Subtotal</b>	<b>\$52,463.46</b>				<b>\$52,463.46</b>	<b>\$2,328.89</b>

Original price estimate for all parts and work was \$51,748.48 in 2022

California Department of Forestry and Fire Protection  
2023-2024 Application for Funding Cooperative  
Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC) Program  
Agreement # 7GF 23005



**A. Department/Organization**

Organization Name: Ben Lomond Fire Protection

Contact's First Name: Stacie Contact's Last Name: Brownlee

Street Address: 9430 Highway 9

Mailing Address:

City: Ben Lomond County: Santa Cruz Zip Code: 95005

State: California CAL FIRE Unit: CZU - San Mateo-Santa Cruz Unit

Phone Number: (831) 336-5495 Email Address: blfdchief@benlomondfd.com

Unique Entity ID: G1GAK11JNKZ8

To check to see what your UEI Number is, or to apply for one, please visit the [SAM.GOV](https://sam.gov) website.

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1 Area: 8.30 square miles

Congressional District #: CA-#

Population: 7,378 Annual Budget: \$ 1,009,575.00

Latitude N 37 ° 4 ' 58 " Longitude W 122 5 11 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 23 + EMS: 332 + Other: 184 = Total: 539

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 18,661.00

Amount Funded for this Agreement: \$6,107.50 *ME*

**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	Motorola Minitor VI Pager	5	\$ 569.00	\$ 2,845.00
2.	Safety - Wildland	Wildland Protective Coat	20	\$ 394.00	\$ 7,880.00
3.	Safety - Wildland	Wildland Glove	20	\$ 39.00	\$ 780.00
4.	Safety - Wildland	Nomex Hood	5	\$ 142.00	\$ 710.00
5.	Equipment - Wildland	Wildland Nozzels	10	\$ 17.00	\$ 170.00
6.	Equipment - Wildland	Pole Saw	2	\$ 850.00	\$ 1,700.00
7.	Equipment - Structural	Scene Light	6	\$ 721.00	\$ 4,326.00
8.	Equipment - Wildland	Flashlight	5	\$ 50.00	\$ 250.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 18,661.00

**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

Ben Lomond located on State Highway 9 about 12 miles from Santa Cruz. We are 8.4 square miles. The region consists of forest and coastal redwoods. Fire Protection system is a volunteer department. Augmented by mutual aid/auto-aid agreements with neighboring volunteer and paid departments. The fleet consists of 3 type 1 engines a type 3 engine, one type 6 and one BLS transport ambulance and a swift water boat.

The department was built in the 1940's. Water system is a combination of private wells and storage tanks in the outlying areas and hydrants in town supplied by SLV Water District. Hazards for the area range from structure fires, vegetation fires, vehicle accidents and medicals throughout the year. Heavy wind and rain create landslides during the severe winter months. Our biggest concerns are the growing months of fire season. Ben Lomond Fire trains every Tuesday night and some weekends in all areas. We strive to keep firefighters equipped with current PPE and equipment. This year we have been hit hard with wind and rain that poses more potential wildland threats from down trees and vegetation growth.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2024. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2024.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Stacie Brownlee  
Original Signature Required: Grantee's Authorized Representative

4/5/2023  
Date Signed

Printed Name: Stacie Brownlee

Title: Fire Chief

Executed on: 04/05/2023 at Ben Lomond  
Date City

**Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC)**

**Organization Name:** Ben Lomond Fire Protection

**Contact's First Name:** Stacie

**Contact's Last Name:** Brownlee

**Street Address:** 9430 Highway 9

**Mailing Address:**

**City:** Ben Lomond

**County:** Santa Cruz

**Zip Code:** 95005

**State:** California

**CAL FIRE Unit:** CZU - San Mateo-Santa Cruz Unit



**Phone Number:** (831) 336-5495

**Email Address:** blfdchief@benlomondfd.com

**UEI Number:** G1GAK11JNKZ8

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Stacie Brownlee

Signature of Authorized Agent: Stacie Brownlee

Title of Authorized Agent: Fire Chief

Date: 04/05/2023

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

**Electronic copies must be submitted by May 4, 2023 at 11:59pm.**

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

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity  
**GRANT AGREEMENT:** 7GF23005

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.**  
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

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

**Total State Grant not to exceed \$ 6,107.50** (or project costs, whichever is less).

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

*Bess Leonard Fire Protection District*  
Applicant

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

By *Mavis Brumlee*  
Signature of Authorized Representative

By \_\_\_\_\_

Title *Fire Chief*

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

Date *8/16/23*

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$6,107.50</b>
GL UNIT 3540	BUD REF 001	CHAPTER 12
PROGRAM NUMBER 999900FED	ENY <b>2023</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92750	UNENCUMBERED BALANCE <b>\$ \$6,107.50</b>

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

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

**VOLUNTEER FIRE CAPACITY PROGRAM  
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

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

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

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

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

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.

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

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

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

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

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$6,107.50** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

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

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

LOCAL AGENCY:

*Ben Lomond Fire Protection District*  
*9430 Highway 9*  
*Ben Lomond CA 95005*  
 Attention: *Stacie Brownlee*  
 Telephone Number(s): *831 336-5495*  
 E-mail *b1fdchief@benlomondFd.com*

STATE:

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

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

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

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

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

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

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

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

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

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

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

## INSTRUCTIONS FOR EXECUTING THE VFC AGREEMENT AND RESOLUTION

### VFC AGREEMENT CHECKLIST:

- \_\_\_\_\_ **Signature Page** - Fill in the official business name of the department on Page 1 next to "Applicant". **There are two spots:** At the top of the page and the upper-middle.
- \_\_\_\_\_ **Signature Page** - Have the Official, authorized by the Resolution, to sign and date the Agreement on Page 1, Signature of Authorized Representative. The date MUST NOT be any earlier than the date of the Resolution.
- \_\_\_\_\_ **Terms and Conditions** - On Page 2 of Agreement, before Paragraph 1, fill in your official business name.
- \_\_\_\_\_ **Terms and Conditions** – On Page 4, Paragraph 12, Addresses, fill in the official name, mailing address and contact information.

### VFC RESOLUTION CHECKLIST:

- \_\_\_\_\_ **Resolution** - The governing body of your department must adopt a Resolution authorizing its chairperson (or other officer) to execute the Agreement between your department and the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- \_\_\_\_\_ **Resolution** - Official signatures. The Certification of Resolution **or** the Official Seal **or** a Notary Certification must be completed. Only one needs to be completed, not all three.

### SUBMITTAL:

- \_\_\_\_\_ **Email, DO NOT MAIL! Please send one email with three (3) separate attachments.**
- \_\_\_ VFC Agreement and Terms of Conditions completed
- \_\_\_ Resolution completed
- \_\_\_ AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions
- \_\_\_ Email no later than **December 1, 2023** to: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov) (Do Not Mail!)

### IMPORTANT INFORMATION

- ❖ **DO NOT** do any work or purchase any items to be funded by this award until we email a copy of the Agreement and Terms of Conditions to you signed by CAL FIRE authorizing you to begin work.
- ❖ Your department must perform the projects, and/or purchase the items funded by the award, between the time you receive a fully executed agreement and June 30, 2024.
- ❖ You must use your department's funds and then bill CAL FIRE at the email address specified in the agreement. The bill submitted by your department must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s), must be included for items purchased. Further billing and invoice instructions will be included in your fully executed Agreement.

**BEFORE THE BOARD OF DIRECTORS OF THE  
Ben Lomond Fire Protection District**

COUNTY OF Santa Cruz , STATE OF CALIFORNIA

**IN THE MATTER OF:**

**Resolution Number: 2023-05**

**Approving the Department of Forestry and Fire Protection Agreement ##7GF23005** for services from the date of last signatory on page 1 of the Agreement to June 30, 2024 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

**BE IT RESOLVED** by the Board of Directors of the **Ben Lomond Fire Protection District**, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$ **6,107.50**

**BE IT FURTHER RESOLVED** that **Stacie Brownlee** of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the **Ben Lomond Fire Protection District**.

The foregoing resolution was duly passed and adopted by the Board of Directors of the **Ben Lomond Fire Protection District** , at a regular meeting thereof, held on the **16<sup>th</sup>** day of **August 2023**, by the following vote:

AYES:

\_\_\_\_\_  
Signature, Board of Directors Member

NAYS:

ABSENT:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature, Board of Directors Member

\_\_\_\_\_  
Printed Name and Title

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

**ATTEST:**

I **Stacie Brownlee** , Clerk of the **Ben Lomond Fire Protection District**, County of **Santa Cruz** California do hereby certify that this is a true and correct copy of the original Resolution Number **2023-05**.

WITNESS MY HAND OR THE SEAL OF THE **Ben Lomond Fire Protection District**, on this **16<sup>th</sup>** day of **August** , **2023**.

**OFFICIAL SEAL  
OR NOTARY CERTIFICATON**

*Stacie Brownlee*  
Signature

Fire Chief Ben Lomond Fire Protection District  
Title and Name of Local Agency




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

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

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

***(Read instructions on page two before completing certification.)***

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

ORGANIZATION NAME <b>Ben Lomond Fire Protection District</b>	PR/AWARD NUMBER OR PROJECT NAME <b>#7GF23005</b>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <b>Stacie Brownlee Fire Chief</b>	
SIGNATURE 	DATE <b>8/16/23</b>

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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