



NORTH CENTRAL FIRE
PROTECTION DISTRICT

REGULAR BOARD MEETING PACKET

THURSDAY
DECEMBER 9, 2021

4:00 P.M.

Public Documents

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, DECEMBER 9, 2021
4:00 P.M.
AGENDA**

This public meeting is electronically broadcast and is not an interactive forum.
Phone #: (669) 900-6833
Meeting ID: 559 878 4530
Passcode: 4550

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

- 1. CALL TO ORDER**
 - A) Roll Call

- 2. INVOCATION AND FLAG SALUTE**

- 3. REORGANIZATION OF BOARD OFFICERS**
 - A) Election of Board Chair, Board Vice-Chair and Board Secretary

- 4. PUBLIC COMMENTS**

- 5. CONSENT AGENDA**
 - A) Consideration and Approval of Disbursements List for November 2021
 - B) Review and Acceptance of Monthly Financial Reports
 - 1) District Fund Balances – All Funds
 - 2) Budget Variance Report: YTD Expenses Compared to Budget
 - 3) Revenue and Reimbursement Report

- 6. APPROVAL OF MINUTES**
 - A) Minutes of the Regular Board Meeting of November 18, 2021.

- 7. FIRE CHIEF REPORT**
 - A) Fire Incident/Fire Prevention Reports for November
 - B) Update on Hiring Progress
 - C) Station 59 Renovation Status

- 8. SECOND PUBLIC HEARING REGARDING THE COMPOSITION AND BOUNDARIES OF THE DISTRICT'S ELECTION DISTRICTS**
 - A) Conduct Public Hearing to invite public to provide input regarding the composition of the districts.

9. CDBG AGREEMENT WITH THE COUNTY OF FRESNO

A) Consideration and approval of the agreement with the County of Fresno to receive CDBG Grant funds for the purchase of a new Type III Fire Engine for District Station 57 in Biola.

10. BOARD MEETING DATES – CALENDAR YEAR 2022

A) Action item – Consider and approve board meeting dates for the 2022 calendar year.

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

11. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

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

Employee organization: North Central Professional Firefighters Association

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: Number of cases: 1

12. BOARD MEMBER COMMENTS/REPORTS

13. ANNOUNCEMENTS

A) Regular Board Meeting: Thursday, January 27, 2022, at 5:30 p.m.

14. ADJOURNMENT

PUBLIC COMMENTS AND INQUIRIES

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

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

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
NOVEMBER 1, 2021 - NOVEMBER 30, 2021
DECEMBER 1, 2021**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7131	VOID	Voided		0.00
7132	Employee Reimbursement	Promo items for local event	11/01/21	150.55
7133	Employee Reimbursement	Travel reimbursement	11/01/21	116.69
7134	Employee Reimbursement	Travel reimbursement	11/01/21	116.69
7135	Employee Reimbursement	Travel reimbursement	11/01/21	116.69
7136	John Nipp	Station 54 security deposit and 1st mo. rent	11/01/21	6,400.00
	QuickBooks Payroll	Broad Payroll	11/02/21	405.32
	NCPFA	Union dues	11/03/21	2,750.00
7137	Employee Reimbursement	Travel reimbursement	11/02/21	325.26
7138	County of Fresno	Dispatch services	11/08/21	14,876.00
	QuickBooks Payroll	Employee Payroll	11/12/21	124,056.44
7139	A-1 Auto	Apparatus repair	11/16/21	50.00
7140	Aramark	Linen service	11/16/21	172.64
7141	ARBA	Group life insurance	11/16/21	129.56
7142	ASI Adminastration Solutions	Dental/vision plan funding	11/16/21	2,920.00
7143	AT&T	Phone & long distance service	11/16/21	48.40
7144	Baker Manock & Jensen	Legal services	11/16/21	4,708.94
7145	Biola CSD	Utilities	11/16/21	254.50
7146	Cardiac Institute of Central CA.	Physical for new employee	11/16/21	443.73
7147	CCP Industries Inc.	Station supplies	11/16/21	467.65
7148	Employee Reimbursement	Postage for shipping parts	11/16/21	13.05
7149	City of Fresno	Utilities	11/16/21	103.75
7150	City of Kerman	Utilities	11/16/21	647.18
7151	Comcast Business	Internet and phone services	11/16/21	1,606.25
7152	Consolidated Services	New ice machine - station 55	11/16/21	6,900.00
7153	Cook's	Radio repair	11/16/21	117.50
7154	Department of Justice	Live scan services	11/16/21	49.00
7155	ECMS	Turnout repairs	11/16/21	310.03
7156	FDAC EBA	Group plan health insurance	11/16/21	65,760.29
7157	Fire Apparatus Solutions	Apparatus repair	11/16/21	21,268.12
7158	H&J Chevrolet	Vehicle maintence	11/16/21	246.41
7159	Hazmat Resource	Thermal imaging camera	11/16/21	7,136.64
7160	John Hancock USA	457 plan contributions	11/16/21	3,820.19
7161	Jorgensen Company	Extinguisher maintenance check	11/16/21	510.20
7162	Employee Reimbursement	Flex plan reimbursement	11/16/21	4,200.00
7163	Mac's Equipment	Apparatus maintenance	11/16/21	655.31
7164	Mid Valley Disposal	Utilities	11/16/21	325.36
7165	Occupational health Centers	New Employee physicals	11/16/21	2,031.00
7166	Office Depot	Office supplies, training	11/16/21	1,020.92
7167	Orkin	Pest control	11/16/21	70.00

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
NOVEMBER 1, 2021 - NOVEMBER 30, 2021
DECEMBER 1, 2021**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7168	Overhead Door, Inc	Repair overhead door	11/16/21	817.50
7169	PacWest Direct	Envelopes	11/16/21	572.96
7170	PARS	457 & pension admin fees	11/16/21	2,952.25
7171	Peter Cacossa	Conslutant for inspections	11/16/21	800.00
7172	PG&E	Utilities	11/16/21	613.43
7173	Ray Morgan	Copier maintenance	11/16/21	62.10
7174	Real-Time	Computer maintenance	11/16/21	936.75
7175	Republic Services	Trash service - station 59	11/16/21	122.22
7176	Employee Reimbursement	Flex plan reimbursement	11/16/21	877.85
7177	Robert V Jensen	Bulk fuel	11/16/21	3,969.23
7178	Rolinda Farm Supply	Station supplies	11/16/21	37.08
7179	Sampson, Sampson, & Patterson	Audit services	11/16/21	6,000.00
7180	San Joaquin Valley Air Control	Permit fees	11/16/21	286.00
7181	Sebastian	Phone service	11/16/21	172.45
7182	Sierra HR Partners, Inc	HR consultant services	11/16/21	1,130.00
7183	Sierra Lock & Glass	Key station and lock	11/16/21	230.94
7184	Slumberger Lumber	Station maintenance	11/16/21	1,351.98
7185	Sparkletts	Water delivery service	11/16/21	648.31
7186	Tyler Burgess Construction	Station 59 renovations	11/16/21	1,635.00
7187	U.S. Bank PARS	Pension plan contributions	11/16/21	40,633.64
7188	Mid-State Containers	Containers for training	11/17/21	29,060.00
7189	California State Disbursement Dist	Child support	11/24/21	435.00
7190	California State Disbursement Dist	Child support	11/24/21	100.50
	QuickBooks Payroll	Employee Payroll	11/29/21	125,622.95
	QuickBooks Payroll	Board Payroll	11/29/21	405.35
7191	Alpha Construction Clean up	Clean up at station 59	11/30/21	500.00
7192	Board Member Reimbursement	Board member health insurance	11/30/21	799.00
7193	Loperena Antenna Sites	Owens mountain antenna site lease	11/30/21	1,853.00
7194	Board Member Reimbursement	Board member health insurance	11/30/21	901.00
7195	Board Member Reimbursement	Board member health insurance	11/30/21	799.00
7196	Employee health Insurance	Reimbursment	11/30/21	1,350.00
7197	United Health Care Ins.	Prior Board Member health insurance	11/30/21	403.50
7198	Aramark	Linen service	11/30/21	172.64
7199	Biola CSD	Utilites	11/30/21	232.08
7200	Employee Payroll Liabilities	Child support	11/30/21	435.00
7201	Employee Payroll Liabilities	Child support	11/30/21	100.50
7202	CCP Industries Inc.	Station supplies	11/30/21	139.07
7203	Employee Reimbursement	Parts for antique rig	11/30/21	280.30
7204	City of Fresno-Other	Service agreement semi-annual payment	11/30/21	533,234.00
7205	Clyde Lansing	Consultant services	11/30/21	2,000.00

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
NOVEMBER 1, 2021 - NOVEMBER 30, 2021
DECEMBER 1, 2021**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7206	Employee Reimbursement	Flex plan & travel reimbursement	11/30/21	3,239.50
7207	Co. of Fresno Auditor/Controller	November 2021 - POB	11/30/21	30,305.24
7208	CSG Consultants	Plan review services	11/30/21	345.00
7209	Faustino Lopez	Gardener - station 59	11/30/21	300.00
7210	John Hancock USA	457 contributions	11/30/21	3,920.19
7211	Office Depot	Office supplies	11/30/21	144.25
7212	PG&E	Utilities	11/30/21	1,187.67
7213	Ray Morgan	Copier maintenance	11/30/21	1,424.61
7214	Real-Time	Computer maintenance	11/30/21	1,156.25
7215	Robert V Jensen	Bulk fuel	11/30/21	2,471.79
7216	Seirra Lock & Glass	Station door keyed	11/30/21	445.32
7217	Standard Insurance Company	Life & LTD Insurance	11/30/21	1,711.00
7218	U.S Bank - Cal card	Station & office supplies, food, training, travel, computer, apparatus, station maintenance, postage, communication, prevention, professional services.	fuel, 11/30/21	31,467.05
7219	U.S Bank Pars	Pension plan contributions	11/30/21	40,101.31
7220	US Bank Voyager Fleet Card	Voyager card fuel purchases	11/30/21	949.34
7221	Verizon	Toughbooks data plan	11/30/21	182.60
7222	Verizon Wireless	Cell phones - operations	11/30/21	51.51
7223	Verizon Wireless office	Cell phones - admin	11/30/21	76.21
7224	Vincent Communications, Inc	Radio repair	11/30/21	442.44
Total				\$ 1,157,894.12

Board action: To approve disbursements from West America general account as presented for the total amount of \$ 1,157,894.12

NORTH CENTRAL FIRE PROTECTION DISTRICT
 DISTRICT FUND CASH BALANCES
 NOVEMBER 30, 2021

CASH BALANCES	GENERAL	EQUIPMENT	BUILDING FUND	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY FUND	TOTAL OF ALL FUNDS
FUND CLASS #	10000	20000	41400	41410	41420	41430	41440	
Beg Balance 11/01/2021	1,828,075.72	3,115,910.92	250,269.99	652,403.90	34,735.59	344,500.95	120,642.39	6,346,539.46
Ending Balance 11/30/2021	933,869.68	3,115,910.92	250,269.99	653,083.27	34,735.59	344,500.95	120,642.39	5,453,012.79

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

Services, Supplies and Maintenance	Fiscal Year 2021 - 2022 Budget	Activity thru 10/31/21	Nov-21	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
City of Fresno Metro Service Agreement	1,066,468	355,489.32	88,872.33	444,361.65	41.7%	622,106.35	58.3%
County of Fresno - Dispatch Services	210,200	29,752.00	14,876.00	44,628.00	21.2%	165,572.00	78.8%
Pension Obligation Bonds	363,663	121,220.96	30,305.24	151,526.20	41.7%	212,136.80	58.3%
FCERA Payment Financing	417,751	208,568.52	0.00	208,568.52	49.9%	209,182.48	50.1%
Apparatus Financing Payment	49,161	49,160.54	0.00	49,160.54	100.0%	0.46	0.0%
Property, Auto & Liability Insurance	115,000	111,340.00	0.00	111,340.00	96.8%	3,660.00	3.2%
Turnouts	100,000	12,919.31	310.03	13,229.34	13.2%	86,770.66	86.8%
Communications	90,000	35,252.00	5,935.39	41,187.39	45.8%	48,812.61	54.2%
Apparatus Maintenance	150,000	61,741.31	22,567.07	84,308.38	56.2%	65,691.62	43.8%
Station Equipment Maintenance	40,000	4,319.17	510.20	4,829.37	12.1%	35,170.63	87.9%
Computers & Office Equipment	60,000	20,563.15	3,964.95	24,528.10	40.9%	35,471.90	59.1%
Facility Maintenance	100,000	25,691.36	15,142.96	40,834.32	40.8%	59,165.68	59.2%
Station Supplies	40,000	17,298.98	2,149.28	19,448.26	48.6%	20,551.74	51.4%
Fuel	90,000	35,461.05	7,445.50	42,906.55	47.7%	47,093.45	52.3%
Utilities	65,000	31,933.64	3,351.65	35,285.29	54.3%	29,714.71	45.7%
Professional Services	130,000	71,934.01	17,251.23	89,185.24	68.6%	40,814.76	31.4%
Membership Dues & Subscriptions	20,000	887.42	0.00	887.42	4.4%	19,112.58	95.6%
Travel Expenses	30,000	5,935.51	1,284.10	7,219.61	24.1%	22,780.39	75.9%
Training	127,000	13,234.05	6,246.42	19,480.47	15.3%	107,519.53	84.7%
Office Supplies	20,000	4,304.48	6,076.79	10,381.27	51.9%	9,618.73	48.1%
Food	5,000	1,459.52	541.78	2,001.30	40.0%	2,998.70	60.0%
Fire Prevention	25,000	2,807.31	3,199.16	6,006.47	24.0%	18,993.53	76.0%
Apparatus Tools, Equipment & Hose	75,000	19,586.87	7,329.46	26,916.33	35.9%	48,083.67	64.1%
SCBA Masks & Maintenance	20,000	12,394.13	0.00	12,394.13	62.0%	7,605.87	38.0%
Totals	3,409,243	1,253,254.61	237,359.54	1,490,614.15	43.7%	1,918,628.85	56.3%

5th month of fiscal year - average = 41.67%

**NORTH CENTRAL FIRE PROTECTION DISTRICT
WAGES, BENEFITS, POB AND FUND EXPENDITURES
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022**

Wages, Benefits and POB	Fiscal Year 2021 - 2022 Budget	Activity thru 10/31/21	Nov-21	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	61,075	18,670.11	4,634.52	23,304.63	38.2%	37,770.37	61.8%
Prior Board Member Benefits	5,419	1,786.00	446.50	2,232.50	41.2%	3,186.50	58.8%
Surviving Spouse Benefits	11,295	3,709.76	927.44	4,637.20	41.1%	6,657.80	58.9%
Employee Wages and Benefits	6,155,974	2,019,810.27	475,322.53	2,495,132.80	40.5%	3,660,841.20	59.5%
Total Wages, Benefits and POB	6,233,763	2,043,976.14	481,330.99	2,525,307.13	40.5%	3,708,455.87	59.5%
Fund Expenditures per Budget							
Weed Abatement	25,000	0.00	0.00	0.00	0.0%	25,000.00	100.0%
Dispatch Radio Upgrade	20,000	18,813.50	0.00	18,813.50	94.1%	1,186.50	5.9%
Tranquillity Tower Equipment Transfer	25,000	0.00	0.00	0.00	0.0%	25,000.00	100.0%
Maintenance Worker Vehicle	65,000	0.00	0.00	0.00	0.0%	65,000.00	100.0%
Squad Rig - Station 59	30,310	0.00	0.00	0.00	0.0%	30,310.00	100.0%
Renovation of Station 59 App Bay	650,000	24,919.39	1,776.00	26,695.39	4.1%	623,304.61	95.9%
Type III Fire Engine	500,000	0.00	0.00	0.00	0.0%	500,000.00	100.0%
Capital Improvement Projects	100,000	50,230.00	9,869.28	60,099.28	60.1%	39,900.72	39.9%
Extractors for Stations 56 & 58	30,000	26,094.38	0.00	26,094.38	87.0%	3,905.62	13.0%
Miscellaneous Expenditures - Capital	10,000	7,115.96	0.00	7,115.96	71.2%	2,884.04	28.8%
Storage Containers - Stations 55 & 58	27,000	25,333.00	0.00	25,333.00	93.8%	1,667.00	6.2%
Miscellaneous Expenditures - Building	10,000	5,207.62	0.00	5,207.62	52.1%	4,792.38	47.9%
Total Fund Expenditures	1,492,310	157,713.85	11,645.28	169,359.13	11.3%	1,322,950.87	88.7%

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

Revenue	Fiscal Year 2021 - 2022 Budget	Activity thru 10/31/21	Nov-21	YTD Total	% of Budget Received	Budget Remaining	%
Property Taxes	10,467,016	77,117.09	6,473.33	83,590.42	1%	10,383,425.58	99%
Interest (County Investment Pool)	80,000	37,153.59	0.00	37,153.59	46%	42,846.41	54%
Fees, Permits and Plan Checks	35,000	23,887.50	23,203.78	47,091.28	135%	(12,091.28)	-35%
Ambulance Station Lease	17,388	4,347.00	2,898.00	7,245.00	42%	10,143.00	58%
Tower Rental	30,804	10,192.00	2,548.00	12,740.00	41%	18,064.00	59%
Weed Abatement Assessment	25,000	0.00	0.00	0.00	0%	25,000.00	100%
Fresno City College ISA Training	28,000	32,525.85	0.00	32,525.85	116%	(4,525.85)	-16%
Reimbursement for Priority One Calls	12,000	2,718.25	3,943.10	6,661.35	56%	5,338.65	44%
Miscellaneous Income	4,500	631.97	3,000.00	3,631.97	81%	868.03	19%
Revenue Totals	10,699,708	188,573.25	42,066.21	230,639.46	2%	10,469,068.54	98%
Reimbursable Items		Activity thru 10/31/21	Nov-21	YTD Totals			
Ambulance Station Lease Utility Reimb.		2,898.93	2,475.91	5,374.84			
Strike Team Reimbursement	450,816.29	0.00	35,704.90	35,704.90			
SAFER Grant	837,610.00	132,370.00	133,802.00	266,172.00			
Reimbursement Totals		135,268.93	171,982.81	307,251.74			

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, NOVEMBER 18, 2021
5:30 P.M.
MINUTES**

1. CALL TO ORDER

District Board Chair Mr. Ken Abrahamian called the meeting to order at 5:33 p.m.

Roll Call

Board Members Present: Mr. Michael Golden, Mr. Michael Foglio, Ms. Amanda Souza and Mr. Ken Abrahamian. Mr. Rusty Nonini arrived a few minutes after roll call.

Also present were Fire Chief Tim Henry, Deputy Chief Jacob McAfee, Mr. Ken Price and Mr. Joe Barcelos.

2. INVOCATION AND FLAG SALUTE

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

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

A. Consideration and Approval of Disbursements List for October 2021

B. Review and Acceptance of Monthly Financial Reports

- 1) **District Fund Balances – All Funds**
- 2) **Budget Variance Report: YTD Expenses Compared to Budget**
- 3) **Revenue and Reimbursement Report**
- 4) **PG&E Report**

Mr. Abrahamian asked the District Board and members of the public if there were any items on the Consent Agenda they would like to pull from the agenda for discussion or questions.

There were no questions so Mr. Abrahamian called for a motion to approve the Consent Agenda.

Motion: To approve the Consent Agenda as presented.

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

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Aye	Absent	Aye	4/0

5. APPROVAL OF MINUTES

A) Minutes of the Regular Board Meeting of October 28, 2021.

There were no questions or comments.

Motion: To approve the minutes of the Regular Board Meeting of October 28, 2021 as presented.

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

Mr. Abrahamian: Mr. Golden: Mr. Foglio: Mr. Nonini: Ms. Souza: Vote:
Aye Aye Aye Absent Aye 4/0

6. FIRE CHIEF REPORT

A) Fire Incident/Fire Prevention Reports for October 2021

Chief Henry went through the summary reports for the October incident data and investigation report with the District Board and asked if the Board had any questions. There were no questions.

B) NCFPD/Hanford City Combined Dispatch

Chief Henry stated the City of Hanford City Council has approved a mutual contract for dispatch services with the District to share a console at Fresno County EMS. Chief Henry stated right now for twelve (12) hours during the night the District shares a console with six to eight different agencies which can make communications difficult at times with only one dispatcher handling multiple agencies. With this agreement, the number of agencies being handled by one dispatcher will be reduced to two agencies, the District and Hanford Fire Department. Hanford Fire has about the same number of calls each year as the District. This changeover will occur in March of 2022.

C) NCFPD Bylaws

Chief Henry called the District Board's attention to the draft sample of bylaws in their packet. He stated it came to District staff's attention that the Board policies have not been updated in a while, so I provided this sample for your review.

Ken Price stated it is not that the District has not adopted policies in some form or another, but the District hasn't adopted bylaws. The District is governed by their enabling act which is the Fire District Act of 1987, but it is very common for operational activities to have a set of bylaws to delineate the role of the chair and other officers with things like the length of their terms. The sample provided is an initial draft of the bylaws for your consideration which is a draft of standard governmental agency bylaws. It is typical to assign an Ad Hoc Committee to evaluate the bylaws and recommend to the board for a final approval.

Mr. Abrahamian stated he would like to serve on the Ad Hoc Committee and Mr. Golden agreed to join him as the second board member on the Ad Hoc Committee to evaluate and make recommendations to the Board on the District's Bylaws.

Chief Henry added the District has switched to a new website provider. He described some of the changes and benefits provided by the new web hosting company. The benefits will assist the District in providing a better service to fire prevention customers and help the District meet transparency and other current requirements as well as any future compliance requirements.

7. PUBLIC HEARING REGARDING THE COMPOSITION AND BOUNDARIES OF THE DISTRICT'S ELECTION DISTRICTS

A) Conduct Public Hearing to invite public to provide input regarding the composition and boundaries of the districts.

Mr. Abrahamian stated the District is required to hold two public hearings, this being the first. The hearing is to invite the public to provide input regarding the composition and boundaries of the District. Mr. Abrahamian opened the public hearing and asked Mr. Price to provide some background on this item.

Mr. Price stated the California Voting Rights Act (CVRA) is a direct response to the federal voting rights act. It requires most government agencies that elect their boards in an at large capacity which means the top vote getters of the entire district are elected. At large elections have become a disapproved method in the sense of electing a board of directors. The standard now is to have each board member elected by division or district and there is a process to go through this transition from an at large to a by district based board. Mr. Price stated the District initially adopted a resolution announcing their intention to transition to a by district based board. One of the requirements in the transition is to conduct two public hearings before boundaries are considered and so this is the first hearing. After the two public hearings, the District will have a demographer using the input from the hearings put together three or four different options to analyze potential district boundaries. The District will then have ninety (90) days to consider the proposed boundary options and then adopt a preferred set of boundaries. This is a very standard process, Districts are doing this throughout the state of California. The purpose of this hearing is to open it up to have public and board member comments to state any thoughts with respect to the issue and then you close the hearing and have another hearing next month.

Mr. Price answered a few questions from the district board on what some of the factors are to determine the boundaries. Mr. Abrahamian discussed some of the factors that were used when the County of Fresno made boundary determinations for re-districting purposes.

After the discussions and questions, Mr. Abrahamian asked if anyone from the public would like to make a comment but there were none. Mr. Abrahamian closed the public hearing.

8. TYPE I FIRE ENGINE APPARATUS PROPOSAL

A) Action item – Consider and authorize Chief Henry to accept the apparatus proposal from Fire Apparatus Solutions for the purchase of a new Type I Fire Engine.

Chief Henry called the District Board's attention to the apparatus replacement schedule in their packet which was approved in August. On the schedule for the 2022-2023 fiscal year is the purchase of a Type I Fire Engine. The process of ordering a fire engine usually takes twelve (12) to eighteen (18) months in build time. To make this happen in the 2022-2023 fiscal year, now is the time to enter into an agreement to purchase the new engine.

Chief Henry stated currently three of the District's first-line engines were purchased in 2018 so they are only a few years old. But the first-line engine at station 58 is a 2003 and is eighteen (18) years old and one of the District's reserve engines is a 2003 model and the other two reserves are 2001 models and are twenty (20) years old.

Chief Henry stated, due to the fact we are re-opening station 59 and station 54 two of these reserve engines are going to become first-line engines so it's important we get this replacement engine ordered as quickly as we can. Mr. Nonini asked if this new fire engine will replace one of the reserve engines. Chief Henry stated we ordered a Type III fire engine for station 57 in Biola, so that will replace one of the reserves. This new order of a Type I will replace another one of the reserve engines. But we will need a third new engine which we have on the schedule to order in a couple years. Chief Henry stated the District was granted CDBG grant funds of \$245,000 for the type III engine we ordered for Biola. When this Type III engine is completed, the current 2018 engine that is at Biola will be moved to operate out of station 59.

Chief Henry called the district board's attention to repair costs listed on the memo. Engine 58 had \$31,000 in repairs which is not unusual when you have an older engine being used as a first-line engine. The newer engines at stations 55, 56, and 57 show about \$5,000 to \$9,000 dollars of repairs for the same time period.

Chief Henry stated the proposal for the purchase in your packet for a Spartan type pumper shows final costs at \$915,000 which includes being fully equipped, taxes and licenses. There was some questions and discussion about the engines, some of the specifications, and how they are similar to current engines as well as some of the differences. Mr. Price and Mr. Barcelos answered some questions about the lease financing the district is going to use to purchase the new fire engine. There was a question which Chief Henry and Mr. Price answered about the bid process or piggy-back used to obtain this proposal

After the discussion and the questions, Mr. Abrahamian called for a motion.

Motion: To authorize Chief Henry to accept the apparatus proposal from Fire Apparatus Solutions for the purchase of a new Type I Fire Engine.

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

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

PUBLIC COMMENT - Before Closed Session. Mr. Abrahamian stated the District Board will be moving into closed session and asked if any members of the public would like to make a comment on the Closed Session item. There were no comments.

9. CLOSED SESSION

A) CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

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

Employee organization: North Central Professional Firefighters Association

Report from Closed Session: No action to report from this Closed Session item.

B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: Number of cases: 1

Report from Closed Session: No action to report from this Closed Session item.

10. SIDE LETTER OF AGREEMENT

A) **Action item – Consider and authorize District legal counsel Che Johnson to execute a “side letter” with the North Central Professional Firefighters’ Association amending the District’s contribution to PARS to an amount equal to one-half of the total normal costs as determined by the PARS certified actuarial valuation.**

Mr. Abrahamian asked the District Board and members of the public if they had any questions on this item. There were no questions so he called for a motion.

Motion: To authorize District Legal Counsel Che Johnson to execute a “side letter” of agreement with the North Central Professional Firefighters’ Association amending the District’s contribution to PARS to an amount equal to one-half of the total normal costs as determined by the PARS certified actuarial valuation.

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

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

11. BOARD MEMBER COMMENTS/REPORTS

Mr. Nonini welcomed Mr. Golden to the District Board.

12. ANNOUNCEMENTS

A) Next Regular Board Meeting: Thursday, December 16, 2021 at 5:30 p.m.

Chief Henry stated the December board meeting will be moved to Thursday, December 9th and the meeting scheduled for the 16th will be canceled.

13. ADJOURNMENT

Motion: To adjourn the meeting at 7:50 p.m.

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

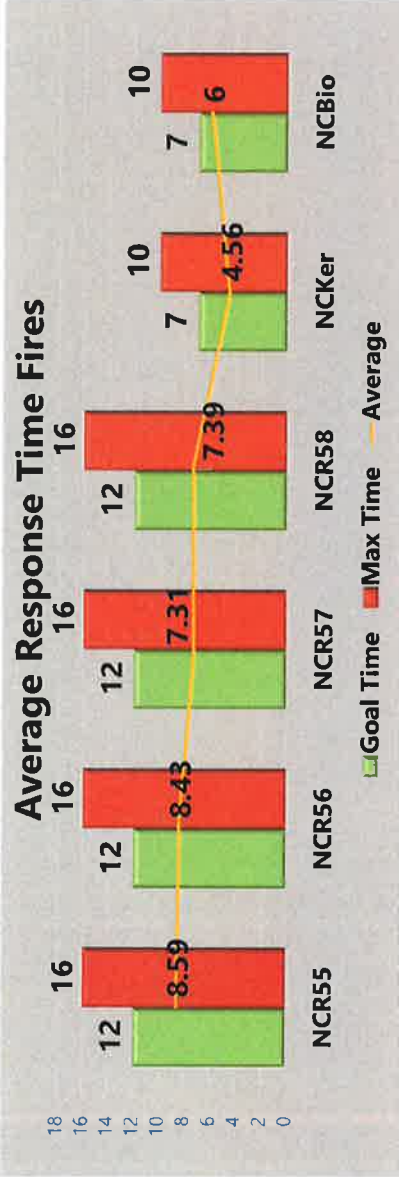
Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Aye	Aye	Aye	5/0

Amanda Souza, Board Secretary
North Central Fire Protection District

Date

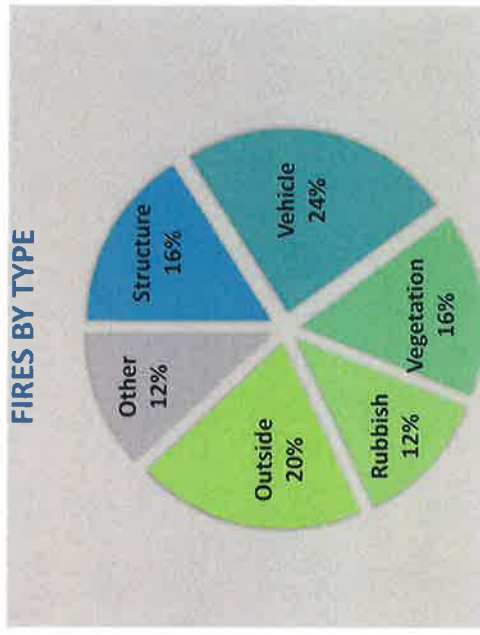
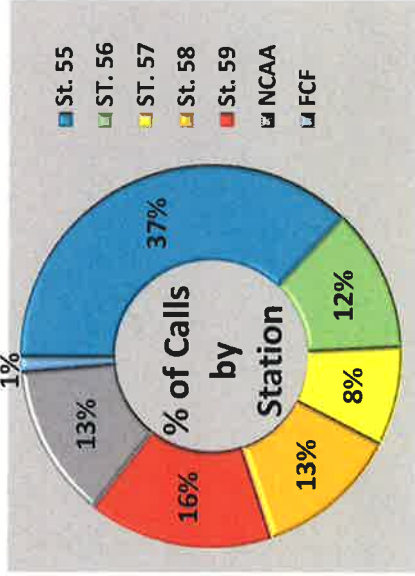
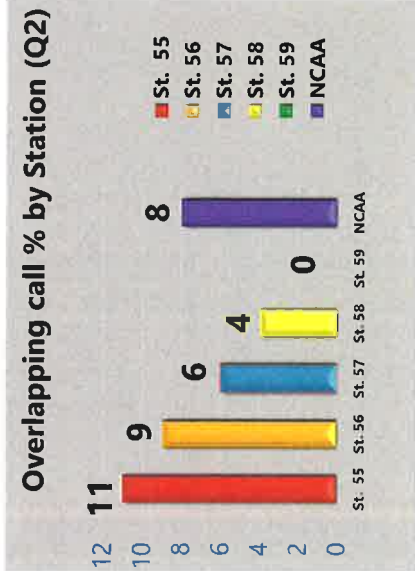
November 2021

Total Calls	372
Fire/Other	32%
41 Fire Call Types	EMS/Rescue
77 Other Types	68%
254	EMS/Rescue Call Types



TOTAL FIRE LOSS

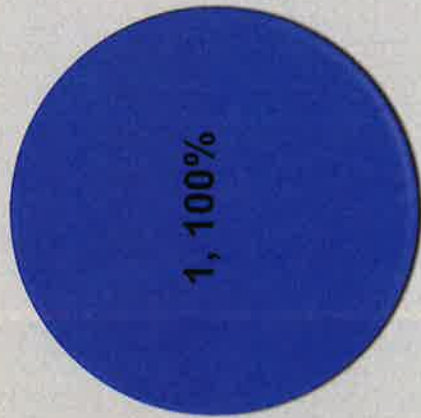
\$72,207.00



District Overall Fire Investigation Statistics for November 2021

INVESTIGATIONS BY TYPE

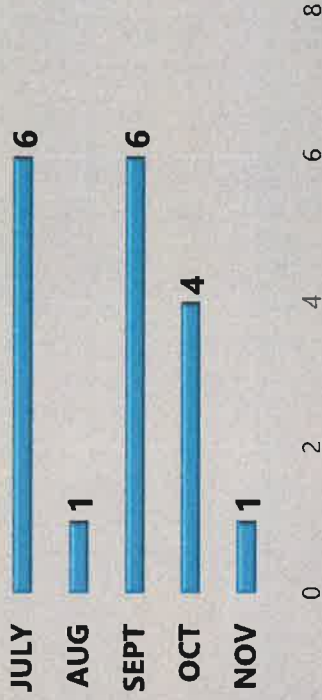
- Structure Fires
- Vegetation Fire
- Vehicle Fires
- Other- Fires (Property)



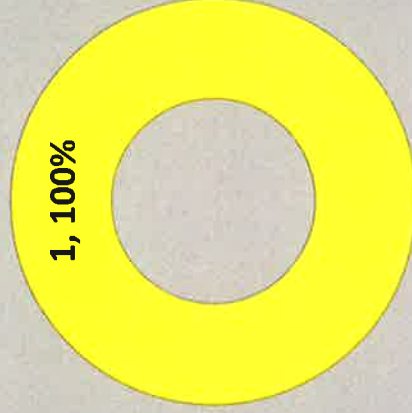
FILE FOR COST RECOVERY
\$0.00



INVESTIGATION COUNT PER MONTH 2021 YR



PERCENT OF INVESTIGATIONS BY 1ST IN STATION



00 Injuries (FF)

00 Fatalities

16 Field Hours

16 Office Hours

STATUS OF INVESTIGATION

1 - Open
0 - Closed
1 - Criminal

DOLLAR LOSS

\$0.00

Hours Spent on Investigations

32



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

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

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: December 09, 2021

SUBJECT: Second Public Hearing Regarding Composition and Boundaries of District or Zone Elections

This is the second Public Hearing scheduled for the process of transitioning from at large to by-district or zone elections. The first Public Hearing was held last month at the November 18, 2021, District Board meeting.

The hearing is to invite members of the public to provide input regarding the composition of the districts and to consider district or zone boundaries before drawing a draft map or maps of proposed boundaries.

Recommended Action: Conduct the Public Hearing.



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: December 09, 2021

SUBJECT: Community Development Block Grant (CDBG) Funding Agreement

In August of 2020, the District Board approved for staff to apply for the 2020-2021 Program Year for CDBG funding for a Type III Fire Engine for District Station 57 in Biola. The County of Fresno receives an annual allocation of CDBG grant funds from the federal Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available for public facility improvements and equipment purchases in its unincorporated communities.

A few weeks ago, the District received an email from the County of Fresno's Community Development Division that the District's application was approved. The next step in the CDBG Grant funding process is to enter into an agreement for the funding with the County of Fresno. After the agreement is approved by The District Board it will go before the County Board of Supervisors for their approval on January 18, 2022.

The estimated cost of the Type III Fire Engine submitted in the application is \$483,140. The amount of CDBG grant funds awarded for this project is one half of this estimated cost which comes to \$241,570.

Attached for your review and approval is the Agreement with the County of Fresno for CDBG grant funding for a Type III Fire Engine.

Recommended Action: Approve the agreement with the County of Fresno for CDBG grant funding for the purchase of a new Type III Fire Engine for the District's Biola station.

WILDLAND MODEL 34



Boise Mobile Equipment's wildland fire apparatus are designed and manufactured to meet the utmost durability and performance standards. BME collaborated with CAL FIRE to develop and build the next generation of wildland engines. Tubular construction and custom, innovative designs make BME engines the safest and highest performing on the market.

WILLING TO DO WHAT OTHERS WON'T. ABLE TO DO WHAT OTHERS CAN'T.

BMEFIRE.COM
(800) 445-8342

#WEAREWILDLAND



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the NORTH CENTRAL FIRE PROTECTION DISTRICT ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant ("CDBG") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Fire Station 57 Fire Engine, Project No. 21031 ("Project"), for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$483,140, and the District has committed local funds to the Project in the amount of \$241,570, and has requested \$241,570 from the County's allocation of CDBG funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on May 11, 2021, approved the Project on the back-up list as part of the County's 2021-2022 Action Plan, in the event funding becomes available; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the procurement of a Type III Fire Engine. The

1 Project will provide the District with off-road capabilities and support longer hose lays, with more
2 pressure and flow than traditional apparatuses. The Project will be located at Fire Station 57, 4555
3 N. Biola Avenue, in the community of Biola. The Project will provide improved fire protection for
4 the residents in the community and surrounding area.

5 B. The Project site is owned by the District.

6 C. The work to be funded with CDBG funds is as follows:

7 1. Procure a Type III Fire Engine.

8 D. The Project budget is estimated by the District as follows:

9	Procurement of Fire Engine		<u>\$483,140</u>
10		Total	\$483,140

11 E. Notwithstanding District's estimates described in the above-described
12 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual
13 costs, and shall not exceed the total amount of \$241,570.

14 F. The proposed funding for the Project shall be provided from the following
15 sources:

16	CDBG		\$241,570
17	Local Financial Contribution		<u>241,570</u>
		Total	\$483,140

18 G. Prior to any changes that may occur which would modify the scope of the
19 Project, the District shall submit a written request to the County. The District shall send its written
20 request to:

21 Community Development Grants
22 County of Fresno
23 Department of Public Works and Planning
24 Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721

25 If the Director of the County Department of Public Works and Planning ("Director") determines the
26 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
27 permit such modifications. The County shall specify in a letter to the District whether such
28 modifications to the scope of the Project are authorized, and if the District may proceed.

1 II. OBLIGATIONS OF THE COUNTY

2 A. The County shall reimburse the District up to, but not more than, \$241,570
3 in CDBG funds for the Project for the District's performance of its obligations under this Agreement.
4 All funds shall be paid in accordance with Section V of this Agreement.

5 B. The County may, upon request by the District, allow alternate procurement
6 procedures permitted under 24 CFR Part 84, provided the District submits satisfactory
7 documentation and justification.

8 C. The County shall conduct periodic inspections of the Project, as may be
9 required, in the determination of the County, to ensure that the intended use and group of
10 beneficiaries of the Project have not changed.

11 III. OBLIGATIONS OF THE DISTRICT

12 A. The District shall provide any and all sums of money in excess of \$241,570
13 which may be necessary to complete the Project. For the purposes of awarding the Project within
14 the Agreement amount, the bid documents shall include any proposed additive or deduct
15 alternatives.

16 B. The District shall demonstrate in writing, and to the County's satisfaction,
17 that it has the authority, operational ability, and financial resources for maintaining the
18 improvements obtained with CDBG funds under this Agreement prior to award of the Project.

19 C. The District's request to utilize alternate procurement procedures allowed
20 under 24 CFR Part 84, has already been approved by the County Community Development
21 Division.

22 D. The District shall give written notice thereof, to include a copy of the
23 executed contract between the District and the vendor, to the County Community Development
24 Division.

25 E. All proposed contract change orders shall not proceed until prior written
26 approval has been given by the County. Request for approval of a change order(s) shall include
27 a narrative description of the work, a cost or price analysis in accordance with HUD requirements,
28 and a written certification from the District that the approval of the change order is consistent with

1 the final cost estimate approved by the County. In addition, the District shall certify that the change
2 order is within the scope of the Project and is necessary to complete the Project.

3 F. The District shall send all procurement documents and all written
4 correspondence to:

5 Community Development Grants
6 County of Fresno
7 Department of Public Works and Planning
8 Community Development Division
9 2220 Tulare Street, 6th Floor
10 Fresno, CA 93721

11 G. The County has determined that the Project is exempt from the provisions
12 of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act
13 (NEPA).

14 H. Upon completion of the Project, the District shall notify the County
15 Community Development Division so a representative of the Division can perform an inspection of
16 the Project to determine that it was completed in accordance with the scope of work approved and
17 authorized pursuant to this executed Agreement.

18 I. Upon approval of Project completion by the County, the District shall provide
19 the County Community Development Division with a resolution of acceptance, or similar
20 documentation, demonstrating that the Project was completed in accordance with the scope of
21 work approved and authorized pursuant to this executed Agreement and any approved
22 subsequent amendments and/or change orders, and that the District has accepted the Project.
23 Prior to the final request for payment, the District shall also provide the County with a written
24 summary of all Project work completed with CDBG and other funds.

25 J. During the contract period, the District shall complete and submit annually
26 on June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM)
27 form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The
28 POM shall contain the following information for the County's Federal reporting purposes to the
U.S. Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2. Number of total households/persons assisted that:
 - a. Now have new access to this type of public facility or infrastructure improvement.
 - b. Now have improved access to this type of public facility or infrastructure improvement.
 - c. Now are served by public facility or infrastructure that is no longer substandard.

K. The District shall be responsible for maintenance of the Project after the Project is completed, and shall perform such maintenance from non-CDBG resources.

L. The District must inform the County in writing of any program income generated by the expenditure of CDBG funds. Any program income generated as a result of the Project must be paid to the County. For purposes of this Agreement, program income is defined as proceeds from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If the District contributed financially to the improvement Project, the District may retain a share of the program income in proportion to the District's contribution to the Project, after the District has provided a written accounting acceptable to the County.

M. The District must obtain prior written approval from the County before making any modification or change in the use of any real property improved, in whole or in part, using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of, and opportunity to comment on, any proposed change to the use of real property improved with CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District for a use which does not qualify under the CDBG Program, the District shall reimburse the County in an amount equal to the current fair market value for the property, less any proportional share thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for five years after the Project is completed in HUD's Integrated Disbursement and Information System (IDIS). In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the District of these obligations.

1 N. The District acknowledges that the County may periodically inspect the
2 Project to ensure that the property is being used as described in this Agreement. The District
3 agrees to provide any necessary information to the County to carry out such inspections.
4 Furthermore, the District agrees to take corrective action if the County determines that
5 modifications to the use and location of the Project have resulted in a violation of the Federal
6 CDBG regulations.

7 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

8 A. The District shall, and shall cause its consultants, contractors, and
9 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
10 Project.

11 B. Whenever the District uses the services of a contractor, the District shall
12 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,
13 and Fresno County Charter provisions applicable in the performance of their work.

14 C. Non-Discrimination: The District agrees to comply with the non-
15 discrimination in employment and contracting opportunities laws, regulations, and executive orders
16 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-
17 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974
18 are still applicable.

19 D. Because the District is receiving at least \$100,000 for this Project from the
20 County's CDBG Program under this Agreement, the District shall complete and submit to the
21 County Community Development Division a "Certification of Payments to Influence Federal
22 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise,
23 before the District awards a contract using at least \$100,000 of such CDBG funds, the District shall
24 require the consultant and/or contractor and all their sub-consultants and/or subcontractors to
25 complete and submit these two (2) forms described hereinabove to both the District and the
26 County.

27 E. Records Retention: The District shall retain all financial records, supporting
28 documents, statistical records, and all other records pertinent to this Agreement for a period of four

1 (4) years from the date of the submission of the County's consolidated annual performance and
2 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
3 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
4 the records cited, and that have started before the expiration of the four-year record retention
5 period, such records must be retained until completion of the actions and resolution of all issues,
6 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
7 570.506).

8 V. PAYMENT FOR THE PROJECT

9 A. At monthly intervals, the District shall submit a written request to the County
10 for payment of specified costs incurred in the performance of this Agreement. The request for the
11 County to make such a payment shall be in accordance with the exemplar Project Pay Request
12 Form, attached hereto as Exhibit 2, and incorporated herein by reference. The request shall also
13 be accompanied by a written certification from the District that the request for payment is consistent
14 with the amount of work that has been completed, and that said work is in accordance with the
15 construction contract documents and this Agreement. The request for payment shall also be
16 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers
17 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
18 After appropriate review and inspection, the County shall make payment from CDBG funds
19 provided in this Agreement for all eligible costs specified herein up to the maximum amount
20 payable under Section I.

21 B. Any savings realized in the final cost of the Project, due to Project cost
22 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
23 the amount of this Project paid for with CDBG funds in the same pro rata share that CDBG funds
24 were used in payment of the Project. If the District is required to provide any additional funds
25 toward the Project other than described in this Agreement, any cost savings shall be first used to
26 reimburse the District for its contribution in excess of the total amount provided by this Agreement.

27 C. Payment for advertising and award shall be based on the actual costs of
28 printing and noticing.

1 D. The County shall not be bound by any agreement between the District and
2 its agents.

3 E. The County may withhold payment of the final payment request made by
4 the District until evidence is submitted to the County that a maintenance plan has been prepared
5 and adopted for the improvements constructed with CDBG funds.

6 F. Upon the completion of the Project, the District shall submit to the
7 County Community Development Division a written request for final payment of costs, which
8 shall provide a detailed description of the Project pay items and costs. The final pay request
9 shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments
10 under this Agreement if the request for payment is submitted by the District more than sixty
11 (60) days after the Notice of Completion has been filed with the County Recorder's Office. An
12 extension to the sixty (60) day period may be granted by the Director prior to the deadline if the
13 District can demonstrate just cause for the delay.

14 G. The County may withhold payment of the final payment request made by
15 the District until a final POM and written summary of all Project work completed with CDBG and
16 other funds, as specified in Sections III-Q, have been submitted to the County.

17 H. All requests for payment and supporting documentation shall be sent to:
18 Business Manager
19 County of Fresno
20 Department of Public Works and Planning
21 Financial Services Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721

24 I. The District shall establish accounting and bookkeeping procedures in
25 accordance with standard accounting and bookkeeping practices, including, but not limited to,
26 employee timecards; payrolls; and other records of all transactions to be paid with CDBG funds in
27 accordance with the performance of this Agreement. All records and accounts shall be available
28 for inspection by the County, the State of California, if applicable, the Comptroller General of the
United States, and HUD or any of their duly authorized representatives at all reasonable times for
a period as specified in Section IV-F. The District shall certify accounts when required or requested

1 by the County.

2 J. The District, as a subrecipient of Federal financial assistance, is required to
3 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
4 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of
5 any audit performed by the District in accordance with said Act shall be forwarded to the County
6 Community Development Grants Program Manager within nine (9) months of the end of any
7 District fiscal year in which funds were expended and/or received for the Project. Failure to perform
8 the requisite audit functions as required by this paragraph may result in the County performing any
9 necessary audit tasks or, at the County's option, the County contracting with a public accountant
10 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are
11 the sole responsibility of the District, and such audit work costs incurred by the County shall be
12 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the
13 event the District is only required to perform an audit under the provisions of the Act because the
14 District is receiving CDBG funds, the County may perform, or cause to be performed, the required
15 audit to determine whether funds provided through this Agreement have been expended in
16 accordance with applicable laws and regulations. Any audit-related costs incurred by the County
17 under this provision shall be charged to the County CDBG Program. The District agrees to take
18 prompt and appropriate corrective action on any instance of material non-compliance with
19 applicable laws and regulations.

20 K. The District shall send a copy of the audit to:

21 Community Development Grants
22 County of Fresno
23 Department of Public Works and Planning
24 Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721

25 VI. INDEMNIFICATION

26 The District shall indemnify, defend, and save harmless the County, its officers,
27 agents, and employees from and against any and all damages, claims, and losses whatsoever
28 (including attorney's fees and costs) occurring or resulting to persons, firms, or corporations

1 furnishing or supplying work, services, materials, or supplies in connection with the performance
2 of this Agreement, and from any and all damages, claims, and losses (including attorney's fees
3 and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death
4 arising out of or connected with the District's performance of, or failure to perform, its obligations
5 under this Agreement. The provisions of this Section VI shall survive the termination of this
6 Agreement.

7 VII. TIME OF PERFORMANCE

8 A. Evidence of delivery, inspection, and acceptance by the District shall be
9 submitted to the County Community Development Division no later than February 3, 2023.

10 B. The final POM Report, written summary of all work completed, and request
11 for final payment shall be submitted to the County no later than April 3, 2023.

12 C. The District shall give immediate written notification to the County
13 Community Development Division of any events that occur which may affect the above time
14 schedule and completion date and the time schedule specified in the contract documents, or any
15 event that may have significant impact upon the Project or affect the attainment of the Project's
16 objectives. The Director is authorized to adjust the above schedule if, in the Director's judgment,
17 any delay is beyond the control of the parties involved.

18 D. Time is of the essence in the District's performance of this Agreement.

19 VIII. BREACH OF AGREEMENT

20 In the event the District fails to comply with any of the terms of this Agreement, the
21 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize
22 any remedies permitted by law that the County deems appropriate. Should the County deem a
23 breach of this Agreement material, the County shall immediately be relieved of its obligations to
24 make further payment as provided herein. Termination of this Agreement due to breach shall not,
25 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
26 law or equity, including the recovery of damages. In addition to the Agreement being terminated
27 by the County in accordance with a material breach of this Agreement by the District, this
28 Agreement may also be terminated for convenience by the County in accordance with state and

1 federal law.

2 IX. TERMINATION OF PROJECT

3 A. If the District decides to cancel the Project covered by this Agreement, the
4 District shall submit a request in writing to the County Department of Public Works and Planning,
5 Community Development Division explaining just cause for the request. The Director is authorized
6 to approve such a request if, in the Director's judgment, there is just cause for the Project's
7 cancellation.

8 B. If the District's request to cancel the Project covered by this Agreement is
9 approved by the Director, the District shall promptly return to the County all CDBG funds paid by
10 the County to the District pursuant to this Agreement.

11 X. VENUE; GOVERNING LAW

12 Venue for any action arising out of or relating to this Agreement shall only be in
13 Fresno County, California. The rights and obligations of the parties and all interpretation and
14 performance of this Agreement shall be governed in all respects by the laws of the State of
15 California.

16 XI. ENTIRE AGREEMENT

17 This Agreement constitutes the entire agreement between the District and the
18 County with respect to the subject matter hereof, and supersedes all previous negotiations,
19 proposals, commitments, writings, advertisements, publications, and understandings of any nature
20 whatsoever unless expressly included in this Agreement.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3
4 NORTH CENTRAL FIRE PROTECTION DISTRICT

COUNTY OF FRESNO

5
6
7 By: _____
8 President/Superintendent/
Chairman/Manager

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

9 Date: _____

Date: _____

10
11 ATTEST:
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
County of Fresno, State of California

14 By: _____
15 Deputy

16
17
18
19 FUND NO: 0001
20 SUBCLASS NO: 10000
21 ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N21031
ACTIVITY CODE: 7219

REMIT TO:
North Central Fire Protection District
Attention: Joe Barcelos, Business Manager
15850 W. Kearney Blvd.
Kerman, CA 93630
(559) 878-4534

22
23
24
25 SW: _____
26 G:\7205ComDev\Agendas-Agreements\2022\0118_NCFPD Station 57 Fire Engine_CDBG21031_AGT.docx
November 22, 2021



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

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

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: December 09, 2021

SUBJECT: Board Meeting Dates for 2022

Below is a list of tentative dates set for the 2022 regular board meetings. All the meetings are scheduled for the fourth Thursday of each month, except the November and December meetings which are scheduled on the third Thursday of the month. All the meetings are scheduled for 5:30 p.m.

Please review the list for any possible conflicts with your schedules.

January 27, 2022	July 28, 2022
February 24, 2022	August 25, 2022
March 24, 2022	September 22, 2022
April 28, 2022	October 27, 2022
May 26, 2022	November 17, 2022
June 23, 2022	December 15, 2022

Recommended Action: Consider and approve the dates and times scheduled for the 2022 board meetings.