



NORTH CENTRAL FIRE
PROTECTION DISTRICT

REGULAR BOARD MEETING PACKET

THURSDAY
JULY 22, 2021

5:30 P.M.

Public Documents

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, JULY 22, 2021
5:30 P.M.
AGENDA**

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

- 2. INVOCATION AND FLAG SALUTE**

- 3. PUBLIC COMMENTS**

- 4. CONSENT AGENDA**
 - A) Consideration and Approval of Disbursements List for June 2021
 - B) Review and Acceptance of Monthly Financial Reports
 - 1) Budget Variance Report: YTD Expenses Compared to Budget
 - 2) PG & E Report

- 5. APPROVAL OF MINUTES**
 - A) Minutes of the Regular Board Meeting of June 24, 2021.

- 6. FIRE CHIEF REPORT**
 - A) Fire Incident/Fire Prevention Reports for June
 - B) Sole Source Contract – Station 59 Upgrades
 - C) Cal OES Type VI (Patrol) Engine on Loan to District
 - D) Squad 59 Update
 - E) Fireworks Update

- 7. BUILDING CONSTRUCTION CONTRACT WITH DONALD BURGESS CONTRACTING FOR UPGRADES TO DISTRICT STATION 59**
 - A) Action item – Consider and authorize Board Chair to execute Building Construction Contract with Donald Burgess Contracting for District Station 59 upgrades.

- 8. PUBLIC HEARING FOR WEED ABATEMENT AND LIST OF ABATEMENT NOTICES**
 - A) Action item – Conduct Public Hearing.
 - B) Review List of Notices

- 9. RESOLUTION NO. 21-07 – WEED ABATEMENT TAX ROLL ASSESSMENT**
 - A) Action item – Consider and adopt Resolution No. 21-07 to place weed abatement charges on the tax roll for the 2021-2022 fiscal year.

- 10. RESOLUTION NO. 21-08 AMENDING THE DISTRICT’S PURCHASING POLICY**
 - A) Action Item – Consider and adopt Resolution No. 21-08 amending the District’s Purchasing Policy.

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

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

12. BOARD MEMBER COMMENTS/REPORTS

13. ANNOUNCEMENTS

A) Regular Board Meeting: Thursday, August 26, 2021, 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
JUNE 1, 2021 - JUNE 30, 2021
JULY 12, 2021**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
	NCPFA	Union dues	06/03/21	3,000.00
6028	GC Builders Corp	Concrete pads for generators at stations 55 and 56	06/10/21	10,650.00
6029	U.S. Institutional Trust	Pension plan contributions	06/10/21	150,000.00
6030	United Health Centers	Employee Test	06/10/21	26.00
	Quickbooks Payroll Service	Employee Payroll	06/14/21	132,060.81
6031	Employee Reimbursement	Uniform allowance	06/16/21	351.00
6032	Aramark	Linen service	06/16/21	169.39
6033	ARBA	Group life insurance	06/16/21	144.68
6034	AT&T	Phone & long distance service	06/16/21	50.56
6035	Atlanta Drone Group Inc.	Drone blanket COA filing	06/16/21	2,947.00
6036	Baker Manock & Jensen	Legal services	06/16/21	1,398.76
6037	Better Flooring	Station maintenance	06/16/21	112.38
6038	Employee Payroll Liabilities	Child support	06/16/21	435.00
6039	Employee Payroll Liabilities	Child support	06/16/21	100.50
6040	CCP Industries Inc.	Station supplies	06/16/21	383.21
6041	Employee Reimbursement	Uniform allowance & boots	06/16/21	375.00
6042	Employee Reimbursement	Uniform allowance	06/16/21	166.74
6043	Employee Reimbursement	Uniform allowance, boots, training, flex plan	06/16/21	1,540.50
6044	Christine L. Boozer	Training consultant	06/16/21	3,400.00
6045	City of Fresno	Utilities	06/16/21	81.41
6046	City of Kerman	Utilities	06/16/21	584.02
6047	Clyde Lansing	Consultant services	06/16/21	2,000.00
6048	Comcast Business	Internet and phone services	06/16/21	1,616.04
6049	Cook's	Station radios	06/16/21	2,379.54
6050	Employee Reimbursement	Uniform allowance	06/16/21	200.31
6051	Employee Reimbursement	Boots	06/16/21	170.40
6052	Employee Reimbursement	Uniform allowance & training	06/16/21	797.99
6053	Department of Justice	Live scan fees	06/16/21	324.00
6054	Faustino Lopez	Gardener for station 59	06/16/21	640.00
6055	FDAC EBA	Group plan health insurance	06/16/21	57,181.75
6056	Fire Apparatus Solutions	Apparatus repairs	06/16/21	24,135.14
6057	Fire Safety Solutions	Plan review consultant	06/16/21	3,022.50
6058	Employee Reimbursement	Uniform allowance	06/16/21	183.49
6059	H&J Chevrolet	Vehicle repair	06/16/21	114.77
6060	Employee Reimbursement	Uniform allowance	06/16/21	375.00
6061	Employee Reimbursement	Uniform allowance	06/16/21	90.98
6062	John Hancock USA	457 plan contributions	06/16/21	3,394.79

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JULY 12, 2021**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
6063	Jorgensen Company	Extingher testing	06/16/21	300.00
6064	Employee Reimbursement	Uniform allowance & boots	06/16/21	615.23
6065	Employee Reimbursement	Training	06/16/21	250.00
6066	Board Member Reimbursement	Board member health insurance	06/16/21	799.00
6067	Kerman Police Dept.	Live scan fees	06/16/21	40.00
6068	Employee Reimbursement	Uniform allowance & boots	06/16/21	806.54
6069	Kyle Hansen	Uniform allowance	06/16/21	375.00
6070	L.N. Curtis	Turnouts	06/16/21	22,271.58
6071	Employee Reimbursement	Uniform allowance, boots & training	06/16/21	625.00
6072	Loperena Antenna	Owens Mountain antenna site lease	06/16/21	1,649.00
6073	Employee Reimbursement	Uniform allowance	06/16/21	351.44
6074	Board Member Reimbursement	Board member health insurance	06/16/21	901.00
6075	Employee Reimbursement	Uniform allowance	06/16/21	33.70
6076	Mid Valley Disposal	Utilities	06/16/21	320.72
6077	NFPA	Membership dues	06/16/21	1,575.00
6078	Employee Reimbursement	Uniform allowance	06/16/21	197.87
6079	Occupational Health Center	Employee physicals	06/16/21	3,112.50
6080	Office Depot	Office & station supplies	06/16/21	60.20
6081	Orkin	Pest control	06/16/21	255.00
6082	PARS	Pension plan contributions	06/16/21	2,952.25
6083	PG&E	Utilities	06/16/21	478.07
6084	Ray Morgan	Copier maintenance	06/16/21	62.29
6085	Real-Time	Computer maintenance	06/16/21	846.50
6086	Republic Services	Trash service - station 59	06/16/21	120.79
6087	Employee Reimbursement	Uniform allowance	06/16/21	375.00
6088	Robert V Jensen	Bulk fuel	06/16/21	3,535.02
6089	Rolinda Farm Supply	Station supplies	06/16/21	53.82
6090	Board Member Reimbursement	Board member health insurance	06/16/21	799.00
6091	Employee Reimbursement	Station repairs	06/16/21	666.37
6092	Sebastian	Phone service	06/16/21	173.90
6093	Sierra HR Partners, Inc	HR consultant services	06/16/21	125.00
6094	Solar Maintenance Pros, Inc	Solar panel cleaning	06/16/21	936.35
6095	Sparkletts	Water delivery service	06/16/21	888.83
6096	Employee Reimbursement	Uniform allowance & boots	06/16/21	624.00
6097	Employee Reimbursement	Health Insurance	06/16/21	1,350.00
6098	Employee Reimbursement	Uniform allowance	06/16/21	431.03
6099	U.S. Bank PARS	Pension plan contributions	06/16/21	42,575.24
6100	Unitedhealthcare Insurance Co.	Prior board member insurance	06/16/21	403.50

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CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
6101	Valley Farms Supply	Station maintenance, apparatus supplies, station supplies, training supplies.	06/16/21	1,357.44
6102	Payroll	Employee final pay	06/16/21	405.13
6103	Fresno County Clerk	Election fees	06/21/21	1,175.17
6104	Willems Kustom Woodworking	Cabinets for station 59	06/21/21	9,500.00
6105	Galvan Construction	Station maintenance	06/23/21	4,635.00
	Payroll	Employee payroll	06/23/21	3,397.54
6106	North Central Fire	Strike team reimbursement transfer to Capital fund	06/24/21	403,596.46
6107	Void	Void		0.00
	Quickbooks Payroll Service	Employee payroll	06/29/21	145,092.25
	Quickbooks Payroll Service	Board payroll	06/29/21	583.13
6109	Employee Reimbursement	Uniform allowance	06/30/21	437.50
6110	Employee Reimbursement	Uniform allowance & boots	06/30/21	722.50
6111	Employee Reimbursement	Uniform allowance	06/30/21	437.50
6112	AllStar Fire Equipment	Apparatus equipment	06/30/21	4,219.10
6113	Aramark	Linen service	06/30/21	189.00
6114	ASI	Dental/Vision plan funding	06/30/21	2,989.00
6115	Biola CSD	Utilites	06/30/21	304.67
6116	Employee Reimbursement	Uniform allowance	06/30/21	198.23
6117	Employee Payroll Liabilities	Child support	06/30/21	435.00
6118	Employee Payroll Liabilities	Child support	06/30/21	100.50
6119	CCP Industries Inc.	Office & station supplies	06/30/21	207.31
6120	Employee Reimbursement	Boots	06/30/21	285.00
6121	City of Fresno	Utilites	06/30/21	102.12
6122	Employee Reimbursement	Uniform allowance	06/30/21	159.09
6123	Co. of Fresno Auditor/Controller	June 2021 - POB	06/30/21	28,614.37
6124	CSFA	Membership dues	06/30/21	679.98
6125	CSG Consultants, Inc.	Inspections & plan review services	06/30/21	2,070.00
6126	Employee Reimbursement	Uniform allowance	06/30/21	204.60
6127	Dennis Katuin	SCBA repairs	06/30/21	161.28
6128	Employee Reimbursement	Boots	06/30/21	285.00
6129	Employee Reimbursement	Uniform allowance	06/30/21	425.10
6130	Fresno County Fire Protection	Vehicle identifier	06/30/21	274.08
6131	Howell Communications	Install new antenna in Kerman	06/30/21	1,500.00
6132	Employee Reimbursement	Uniform allowance & boots	06/30/21	987.41
6133	Employee Reimbursement	Uniform allowance & boots	06/30/21	722.50
6134	Employee Reimbursement	Uniform allowance	06/30/21	168.99

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CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
6135	Employee Reimbursement	Uniform allowance	06/30/21	415.85
6136	John Hancock USA	457 plan contributions	06/30/21	3,403.27
6137	Employee Reimbursement	Uniform allowance	06/30/21	159.64
6138	Employee Reimbursement	Uniform allowance	06/30/21	620.86
6139	Jorgensen	Extinguisher inspection	06/30/21	176.42
6140	Employee Reimbursement	Station Supplies	06/30/21	119.60
6141	Employee Reimbursement	Uniform allowance & boots	06/30/21	793.47
6142	Employee Reimbursement	Uniform allowance	06/30/21	425.50
6143	Employee Reimbursement	Uniform allowance & boots	06/30/21	520.06
6144	Kerwest	Legal notice for budget	06/30/21	333.00
6145	Employee Reimbursement	Uniform allowance	06/30/21	611.01
6146	L.N. Curtis	Apparatus parts & turnouts	06/30/21	689.22
6147	Liebert Cassidy Whitmore	Legal services	06/30/21	4,104.00
6148	Employee Reimbursement	Uniform allowance	06/30/21	573.77
6149	Employee Reimbursement	Uniform allowance	06/30/21	523.00
6150	Occupation Health Centers	Employee tests	06/30/21	183.00
6151	Office Depot	Office supplies	06/30/21	66.91
6152	Peter Cacossa	Consultant Inspector	06/30/21	1,100.00
6153	Petty Cash	Computer maintenance, station supplies, food, travel, weed abatement, other professional services	06/30/21	459.84
6154	PG&E	Utilities	06/30/21	11,156.20
6155	Ray Morgan	Copier maintenance	06/30/21	288.42
6156	Real-Time	Computer maintenance	06/30/21	250.00
6157	Employee Reimbursement	Uniform allowance	06/30/21	279.39
6158	Robert V Jensen	Bulk fuel	06/30/21	3,396.82
6159	Employee Reimbursement	Station maintenance	06/30/21	638.81
6160	Sequoia Western	Abatement services	06/30/21	960.00
6161	Standard Insurance Company	Life & LTD Insurance	06/30/21	1,769.00
6162	Employee Reimbursement	Uniform allowance and boots	06/30/21	380.32
6163	Employee Reimbursement	Uniform allowance and boots	06/30/21	405.22
6164	U.S Bank Cal Card	Station supplies & maint., bank charges, office supplies, apparatus maint., food, computer maint., training, weed abatement, fuel, postage, turnout, radio	06/30/21	11,540.30
6165	U.S Bank Pars	Pension plan contributions	06/30/21	43,143.91
6166	US Bank Voyager Fleet Card	Voyager card fuel purchases	06/30/21	1,380.82
6167	Verizon	Toughbooks data plan	06/30/21	760.20
6168	Verizon Wireless	Cell phones - operations	06/30/21	5.08

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DISBURSEMENT JOURNAL
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CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
6169	Verizon Wireless Office	Cell phones - admin staff	06/30/21	555.98
Total				1,205,350.24

Board action: To approve disbursements from West America general account as presented for the total amount of \$ 1,205,350.24

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SERVICES, SUPPLIES AND MAINTENANCE
BUDGET - TO - ACTUAL
JULY 2020 - JUNE 2021**

Services, Supplies and Maintenance	Fiscal Year 2020 - 2021 Budget	Activity thru 05/31/21	Jun-21	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
City of Fresno Metro Service Agreement	1,035,102	948,843.50	86,258.50	1,035,102.00	100%	0.00	0%
Pension Obligation Bonds	343,373	314,758.07	28,614.37	343,372.44	100%	0.56	0%
FCERA Payment Financing	417,751	417,514.65	0.00	417,514.65	100%	236.35	0%
Apparatus Financing Payment	49,161	49,160.54	0.00	49,160.54	100%	0.46	0%
Property, Auto & Liability Insurance	58,000	60,643.00	0.00	60,643.00	105%	(2,643.00)	-5%
Turnouts and Masks	155,000	132,493.26	26,956.12	159,449.38	103%	(4,449.38)	-3%
Communications	100,000	76,039.64	8,690.30	84,729.94	85%	15,270.06	15%
Apparatus Maintenance	150,000	116,679.57	25,413.29	142,092.86	95%	7,907.14	5%
Station Equipment Maintenance	45,000	15,053.53	637.70	15,691.23	35%	29,308.77	65%
Computers & Office Equipment	75,000	44,184.35	2,805.39	46,989.74	63%	28,010.26	37%
Facility Maintenance	90,000	74,719.86	6,495.87	81,215.73	90%	8,784.27	10%
Station Supplies	40,000	29,526.34	2,679.22	32,205.56	81%	7,794.44	19%
Fuel	98,000	60,199.67	8,312.66	68,512.33	70%	29,487.67	30%
Utilities	65,000	48,881.05	11,704.88	60,585.93	93%	4,414.07	7%
Professional Services	145,000	132,317.71	13,166.62	145,484.33	100%	(484.33)	0%
Membership Dues & Subscriptions	20,000	12,393.00	2,254.98	14,647.98	73%	5,352.02	27%
Travel Expenses	40,000	201.41	2.00	203.41	1%	39,796.59	99%
Training	145,000	128,919.18	7,455.87	136,375.05	94%	8,624.95	6%
Office Supplies	20,000	9,634.20	172.61	9,806.81	49%	10,193.19	51%
Food	5,000	1,777.78	152.30	1,930.08	39%	3,069.92	61%
Fire Prevention	25,000	18,221.91	1,100.00	19,321.91	77%	5,678.09	23%
Apparatus Tools, Equipment & Hose	85,000	53,978.56	7,166.10	61,144.66	72%	23,855.34	28%
Extractors	30,000	0.00	26,094.38	26,094.38	87%	3,905.62	13%
Totals	3,236,387	2,746,140.78	266,133.16	3,012,273.94	93%	224,113.06	7%

12th month of fiscal year - average = 100%

NORTH CENTRAL FIRE PROTECTION DISTRICT
WAGES, BENEFITS, POB AND FUND EXPENDITURES
BUDGET - TO - ACTUAL
JULY 2020 - JUNE 2021

Wages, Benefits and POB	Fiscal Year 2020 - 2021 Budget	Activity thru 05/31/21	Jun-21	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	61,805	52,788.29	5,176.60	57,964.89	94%	3,840.11	6%
Prior Board Member Benefits	4,710	4,623.00	446.50	5,069.50	108%	(359.50)	-8%
Surviving Spouse Benefits	11,064	10,013.78	927.44	10,941.22	99%	122.78	1%
Employee Wages and Benefits	5,949,253	5,024,880.70	534,719.17	5,559,599.87	93%	389,653.13	7%
Total Wages, Benefits and POB	6,026,832	5,092,305.77	541,269.71	5,633,575.48	93%	393,256.52	7%
Fund Expenditures per Budget							
Weed Abatement	25,000	4,376.54	5,950.73	10,327.27	41%	14,672.73	59%
Parking Renovation Project - Station 55	50,000	47,900.95	0.00	47,900.95	96%	2,099.05	4%
Generators at Stations 57 & 58	20,000	28,857.22	0.00	28,857.22	144%	(8,857.22)	-44%
Maintenance at Station 59	250,000	67,056.05	41,951.03	109,007.08	44%	140,992.92	56%
VHF Station Radios	15,000	27,456.75	0.00	27,456.75	183%	(12,456.75)	-83%
Repairs to Paramedics Dorm - Station 58	50,000	0.00	0.00	0.00	0%	50,000.00	100%
BK Radios	20,000	0.00	0.00	0.00	0%	20,000.00	100%
Helmet Cams	8,000	0.00	0.00	0.00	0%	8,000.00	100%
Patio at Station 55	35,000	0.00	0.00	0.00	0%	35,000.00	100%
Training Tower	138,000	0.00	0.00	0.00	0%	138,000.00	100%
District Match on Grants	71,635	24,958.23	3,450.61	28,408.84	40%	43,226.16	60%
Miscellaneous Expenditures - Capital	10,000	6,456.73	0.00	6,456.73	65%	3,543.27	35%
Landscaping at Station 55	25,000	8,975.00	9,800.00	18,775.00	75%	6,225.00	25%
Station Signs	20,000	1,740.02	0.00	1,740.02	9%	18,259.98	91%
Canopy Covers	20,000	0.00	0.00	0.00	0%	20,000.00	100%
Furniture and Equipment for Classrooms	60,000	48,597.48	0.00	48,597.48	81%	11,402.52	19%
Overhead Door Replacement (2)	15,000	8,405.04	0.00	8,405.04	56%	6,594.96	44%
Miscellaneous Expenditures - Building	10,000	4,445.00	0.00	4,445.00	44%	5,555.00	56%
Total Fund Expenditures	842,635	279,225.01	61,152.37	340,377.38	40%	502,257.62	60%

**PG&E Comparison
2020 to 2021**

LOCATION	Jun-20	Jun-21	Difference
15850 W. Kearney:			
Acc# 7835118035 (Elect) - Kwh	\$ 353.06	\$ 26.28	\$ (326.78)
Acc# 7835118040 (Gas) - Therms	\$ 121.33	\$ 118.32	\$ (3.01)
MONTHLY TOTALS	\$ 474.39	\$ 144.60	\$ (329.79)
806 S. Garfield:			
Acc# 7835118045 (Elect) - Kwh	\$ 3,082.80	\$ 4,588.40	\$ 1,505.60
Acc# 7835118050 (Gas) - Therms	\$ 53.14	\$ 51.93	\$ (1.21)
MONTHLY TOTALS	\$ 3,135.94	\$ 4,640.33	\$ 1,504.39
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	\$ 9,761.87	\$ 9,424.99	\$ (336.88)
Acc# 2283032030 (Gas) - Therms	\$ 42.63	\$ 35.43	\$ (7.20)
MONTHLY TOTALS	\$ 9,804.50	\$ 9,460.42	\$ (344.08)
7285 W. Shields:			
Acc# 6632517005 (Elect) - Kwh	\$ 1,418.37	\$ 1,650.61	\$ 232.24
Acc# 7835118025 (Shop) - Kwh	\$ 139.05	\$ 133.27	\$ (5.78)
Acc# 7835118020 (yrd lite) - Kwh	\$ 11.78	\$ 11.81	\$ 0.03
Acc# 7835118030 (Gas) - Therms	\$ 51.87	\$ 69.44	\$ 17.57
MONTHLY TOTALS	\$ 1,621.07	\$ 1,865.13	\$ 244.06
1709 W. Bullard:			
Acc# 2283033680 (Elect) - Kwh	\$ 33.85	\$ 52.08	\$ 18.23
Acc# 2283032877 (Gas) - Therms	\$ 20.49	\$ 8.66	\$ (11.83)
MONTHLY TOTALS	\$ 54.34	\$ 60.74	\$ 6.40
TOTALS BY MONTH	\$ 15,090.24	\$ 16,171.22	\$ 1,080.98

**PG&E Comparison
2020 to 2021**

LOCATION	Jun-20	Jun-21	Difference
15850 W. Kearney:			
Acc# 7835118035 (Elect) - Kwh	3,011	4,430	1,419
Acc# 7835118040 (Gas) - Therms	87	84	(3)
806 S. Garfield:			
Acc# 7835118045 (Elect) - Kwh	1,506	632	(874)
Acc# 7835118050 (Gas) - Therms	36	33	(3)
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	4,292	1,820	(2,472)
Acc# 2283032030 (Gas) - Therms	25	18	(7)
7285 W. Shields:			
Acc# 6632517005 (Elect) - Kwh	5,432	6,360	928
Acc# 7835118025 (Shop) - Kwh	497	467	(30)
Acc# 7835118020 (yrd lite) - Kwh	9	10	1
Total Kwh current month	5,938	6,837	899
Acc# 7835118030 (Gas) - Therms	35	49	14
1709 W. Bullard:			
Acc# 2283033680 (Elect) - Kwh	56	121	65
Acc# 2283032877 (Gas) - Therms	11	0	(11)

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, JUNE 24, 2021
5:30 P.M.
MINUTES**

1. CALL TO ORDER

District Board Chair Mr. Ken Abrahamian called the meeting to order at 5:36 p.m.

Roll Call

Board Members Present: Mrs. Cheryl Belluomini, Mr. Michael Foglio, Ms. Amanda Souza, Mr. Ken Abrahamian and Mr. Rusty Nonini.

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 Jordan and the flag salute was led by Mr. Nonini.

3. PUBLIC COMMENTS

There were no public comments. Chief Henry introduced the District's Admin Tech Chris MacNeill and gave a brief description of some of his job duties he performs for the District.

4. CONSENT AGENDA

A. Consideration and Approval of Disbursements List for May 2021

B. Review and Acceptance of Monthly Financial Reports

- 1) Fresno County: Cash 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.

Mrs. Belluomini asked about check 5976 written to reimburse an employee for station repairs. Chief Henry explained the District's Property Maintenance Worker purchases items for station repairs and the District reimburses him for the items.

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

Motion: To approve the Consent Agenda as presented.

Moved by: Mr. Foglio, second by Mrs. Belluomini.

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

5. APPROVAL OF MINUTES

A) Minutes of the Regular Board Meeting of, May 20, 2021.

There were no questions or comments.

Motion: To approve the minutes of the Regular Board Meeting of May 20, 2021 as presented.

Moved by: Mr. Nonini, second by Mrs. Belluomini.

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

B) Minutes of the Special Board Meeting of, June 10, 2021.

There were no questions or comments.

Motion: To approve the minutes of the Special Board Meeting of June 10, 2021 as presented.

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

Mr. Abrahamian:	Mrs. Belluomini:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Abstain	Aye	Aye	4/0

6. FIRE CHIEF REPORT

A) Fire Incident/Fire Prevention Reports for May 2021

Chief Henry called the District Board's attention to the summary report for incident data for the month of May. He went over the chart that represents the percentage of calls for each individual District station and the percentage calls overlap at each station. Chief Henry then reviewed the types of fires the District responded to in May.

Chief Henry took the District Board through the May investigation report pointing out the increase in investigations this month and answered a few questions from the District Board.

B) District Station 59 Upgrade

Chief Henry updated the District Board on repairs needed to be done at Station 59 now that the District is going to reopen the station. Chief Henry went through the entire list with the District Board and answered several board member questions.

7. EMERGENCY DESIGNATION FOR STATION 59 UPGRADES BASED ON OBTAINED FINDINGS

A) Action item – Consider and approve based on the findings presented that an emergency designation exists and authorize Fire Chief Henry to proceed with the upgrades needed for District station 59.

Chief Henry called the District Board's attention to his memo on using a sole source contract for upgrades to station 59. When I realized the District needed to do this, I went to Mr. Price and asked him what can we do and I gave him the District's purchasing policy. Mr. Price responded in a memo basically on the hurdles the District needs to get accomplished to move forward on with a sole source contract so I am going to let him summarize what is in his memo. He asked Mr. Ken Price to brief the District Board on sole source guidelines.

Mr. Price stated normally, the default rule in California is that as a governmental entity the District has a duty to request bids where the lowest responsible bidder is selected. The District is required to do what is known as an RFP or a request for proposal which is provided for in public contract code. The question Chief Henry asked me is what can the District do for station 59 when there is a hard and fast timeline to complete infrastructure improvements so the District can have personnel stationed at this station by July 1, 2022.

Mr. Price stated he did some research on the California Public Contract Code and found a provision that allows the District upon the determination of an emergency or the existence effectively of an emergency to have a sole source procurement. Chief Henry will need to ensure that the selected contractor has the expertise, the skills, the ability to get infrastructure, equipment and materials to complete the project. Mr. Price stated there is a provision in the statute that says the board would have to make a 4/5ths vote to repair a public facility and make a finding the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

Mr. Price stated an emergency is defined under section 1102 as a sudden unexpected occurrence that poses a clear and eminent danger requiring immediate action to prevent or mitigate the loss or impairment of life property or essential public services. In this case, the district needs to effectively determine whether something like this could qualify as an emergency. As you know, the District is a fire protection district that needs to be able to respond to fires and calls within the northwest Fresno unincorporated area.

Mr. Price stated upon my review of the law, I believe this would qualify as an emergency in which if the District were unable to complete the project there would be a pretty significant risk of life, property or essential public services. What we are asking for is for the District Board to make this determination upon a 4/5ths vote so Chief Henry can move forward on a sole source public contract.

Chief Henry stated in trying to do due diligence I worked with staff to determine the process for purchasing under District policy, California guidelines and what can we expect the timeline for completion to be before we can operationally move into station 59. Mr. Barcelos and I went back and looked at when the District went out to bid a couple years ago and used that process to come up with a timeline. Chief Henry stated he also talked to a couple contractors working on building projects in the Kerman area right now to help verify some of the steps to get permits approved. Chief Henry described the entire process and the amount of time each step would take and the entire process best case scenario will take about seventeen (17) to nineteen (19) months. Chief Henry answered several questions from the District Board about the costs and possible delays due to permitting.

Chief Henry called the District Board's attention to the operational impact in the memo to address the what ifs. What if we can't move in there, is it possible to put trailers in there for housing, is it possible to park the engines, the vehicles of the six firefighters housed at the station, and all the construction equipment. The parking lot at station 59 only has about nine spots. There is not enough room at the station to respond to calls while construction is in progress at the station without possibly delaying response times.

Chief Henry stated based on this project timeline, I am asking the board to approve the sole source contract option tonight and authorize us to move forward on a sole source contract. Chief Henry stated he will meet with County staff to make sure his timeline is accurate and it is in the best interest of the District to move forward with a sole source contract.

Chief Henry and Mr. Price answered a few more questions from the District Board. After all the questions Mr. Abrahamian asked if anyone from the public had any questions or comments, having none he called for a motion.

Motion: To authorize the following findings; that in order to repair District station 59, there is an emergency and that emergency will not permit a delay resulting from a competitive solicitation of bids.

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

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

8. PUBLIC HEARING FOR WEED ABATEMENT AND LIST OF ABATEMENT NOTICES.

A) Action item – Conduct the Public Hearing.

Mr. Abrahamian opened the floor for the Public Protest Hearing for public comments on the 2021 weed abatement season at 6:30 p.m.

There was no one from the public to address the District Board regarding the 2021 weed abatement season.

Mr. Abrahamian closed the floor for the Public Protest Hearing for the 2021 weed abatement season at 6:35 p.m.

B) Review the List of Notices - Information only.

The District Board reviewed the list of notices.

9. LONG-TERM CAPITAL FUND PLAN AND APPARATUS REPLACEMENT SCHEDULE

A) Action item – Consider and approve the proposed long-term Capital fund plan and apparatus replacement schedule.

Mr. Barcelos called the District Board's attention to the apparatus replacement schedule. He stated this schedule lists all the District apparatus and staff vehicles and the year the District is expected to replace each apparatus or vehicle for the next twenty (20) years. This schedule will help the District calculate the annual contribution needed towards capital to cover future capital purchases. We estimated the costs based on what we initially paid for each apparatus or vehicle and increased the cost by an annual three percent increase. All of the payment amounts listed in the schedule are based on making finance payments based on a 10-year financing term. The purchases are spaced out so the District will replace a front-line fire engine every three years instead of purchasing several in one year like the District did a few years ago.

Mr. Barcelos moved on to the spreadsheet showing a 20-year capital fund purchases plan. This spreadsheet shows all the proposed purchases, improvements, and annual revenues coming into the capital fund from accrued interest, strike team reimbursements and annual budget contribution.

Chief Henry discussed the proposed plan to buy land in a few years to build another station southeast of the City of Kerman. Chief Henry answered some questions from the District Board about the plans for the new station. He stated this spreadsheet helps us plan for all the future purchases to replace apparatus, buy land, build a station, and do capital improvements when needed.

Mr. Barcelos explained the financing of apparatus using a 10-year lease purchase program the District has used in the past when we purchased a new water tender. The current interest rate is around 2.5 percent, the District's current lease purchase financing for the water tender was at 3.08 percent so I used 2.8 percent interest rate for this spreadsheet.

Mr. Barcelos answered a few District Board questions about the capital fund and the financing of the apparatus. After the questions and discussion, Mr. Abrahamian called for a motion.

Motion: To approve the Capital fund 20-year plan and the apparatus and district vehicle replacement schedule.

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

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

10. PRELIMINARY BUDGET FOR THE 2021-2022 FISCAL YEAR

A) Action item – Consider and adopt the District’s Preliminary Budget for the 2021-2022 fiscal year

Mr. Barcelos called the District Board’s attention to the 2021-2022 Preliminary Budget and stated he would like to take the District Board through each page of the Budget and point out the highlights.

Fiscal Year 2020-2021 ending June 30, 2021:

- On page one, the Summary page, net operating revenue is projected to be \$227,029 after making a \$1.8 million contribution into the District’s Capital fund and a \$150,000 into the District Pension 115 Trust account.
- Page two, operating revenue is projected to increase by 5.89 percent. This is an increase of \$373,390 above projections and an increase of \$565,229 over tax revenue of last fiscal year. Page three is a chart showing tax revenue increases over the past six years which show a six-year average of 5.37 percent.
- Operating expenses are on page four and personnel expenses are on page five. Operating expenses are projected to be \$198,753 under budget and personnel expenses are projected to be \$650,554 under budget.
- Mr. Barcelos listed all the capital purchases, improvements and building fund projects approved for the fiscal year that were completed or are still in progress. He pointed out the \$403,596 deposit in the capital fund that represents strike team reimbursement.
- Page eight is an overview of grant revenues and expenses.
- Total projected ending District Fund balances as of June 30, 2021 is \$9,915,859 which is an increase of \$2,310,619 from last fiscal year.

Fiscal Year 2021-2022 highlights:

- Net operating revenue is projected to be \$24,946 after a contribution to the Capital Fund of \$900,000.
- Property tax revenue is projected to increase by \$203,143 which is a two percent increase from last fiscal year.
- Operating expenses are projected to increase by \$178,673 and personnel expenses are projected to increase \$383,918 over last year’s adopted budget.
- Mr. Barcelos went through the list of capital purchases, improvements and building fund projects proposed for the 2021-2022 fiscal year
- The projected District Fund balances for June 30, 2022 is \$9,862,825 which is a decrease of \$53,034 from June 30, 2021.

Mr. Barcelos answered a couple questions from the District Board. After the questions and discussion, Mr. Abrahamian asked if anyone from the public had any comments, having none he called for a motion.

Motion: To adopt the 2021-2022 Preliminary Budget as presented.

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

Mr. Abrahamian:	Mrs. Belluomini:	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.

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

Unrepresented employee: All employees not represented by an association/bargaining unit

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

12. RESOLUTION NO. 21-06 AMENDING RESOLUTION NO. 20-10 TO MAKE CHANGES TO ESTABLISHED SALARIES AND BENEFITS FOR CURRENT AND FUTURE EMPLOYEES

A) **Action item – Consider and adopt Resolution No. 21-06 amending Resolution No. 20-10 to make changes to established salaries and benefits for current and future employees.**

Chief Henry stated the resolution before the District Board is to propose a three percent increase for the non-represented District employees listed in the resolution. Chief Henry stated he reviewed the Consumer Price Index (CPI) for the past few years and the CPI has averaged around three percent.

Mr. Abrahamian asked the District Board if they had any questions or comments. There were no questions or discussion so he called for a motion to adopt this resolution.

Motion: Adopt Salary and Benefit Resolution No. 21-06

Moved by: Mrs. Belluomini, second by Ms. Souza.

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

13. BOARD MEMBER COMMENTS/REPORTS

14. ANNOUNCEMENTS

A) Next Regular Board Meeting: Thursday, July 22, 2021 at 5:30 p.m.

Chief Henry asked the District Board if the September Regular Board meeting can be moved from September 23rd to Thursday, September 30th. The District Board will check their calendars and report back if there are any conflicts with the proposed meeting date change.

15. ADJOURNMENT

Motion: To adjourn the meeting at 8:05 p.m.

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

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

Amanda Souza, Board Secretary
North Central Fire Protection District

Date

June 2021

Total Calls
320

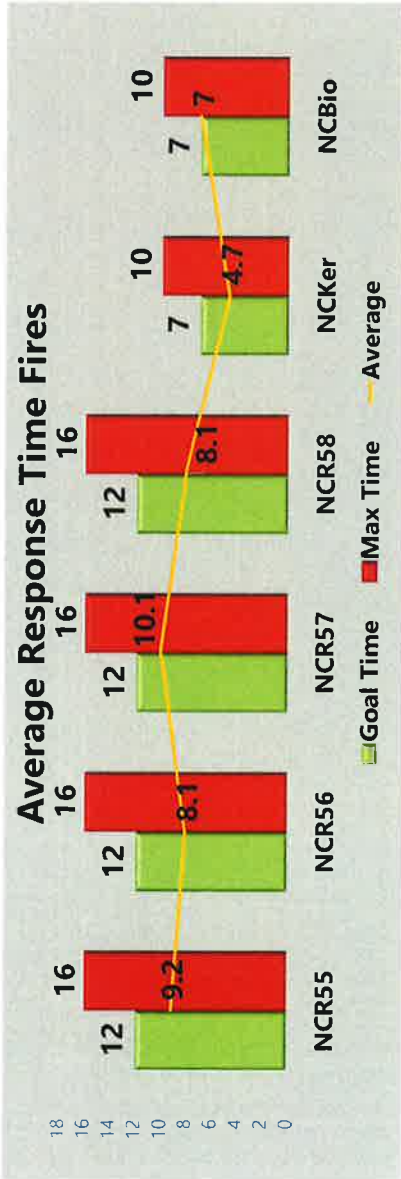
Fire/Other
40%

41 Fire Call Types

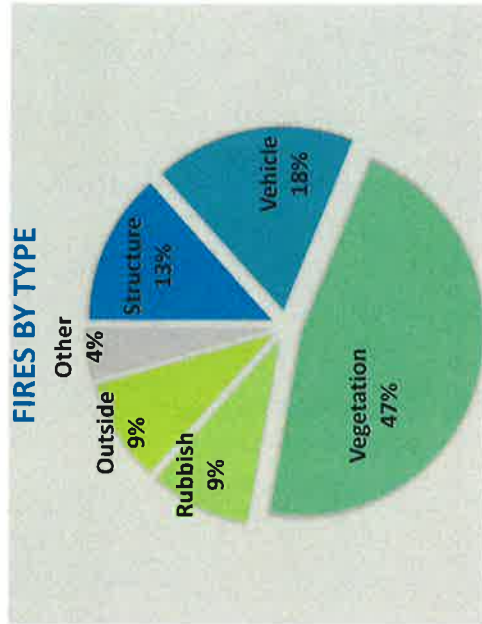
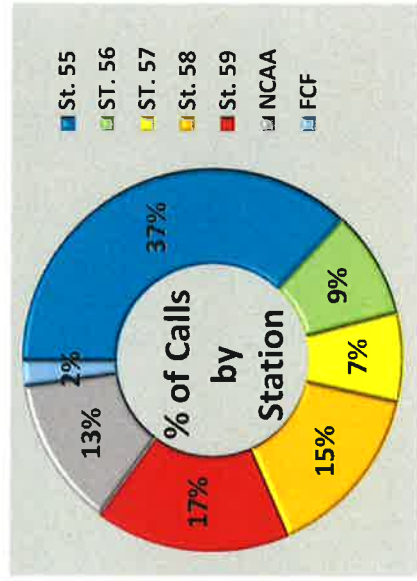
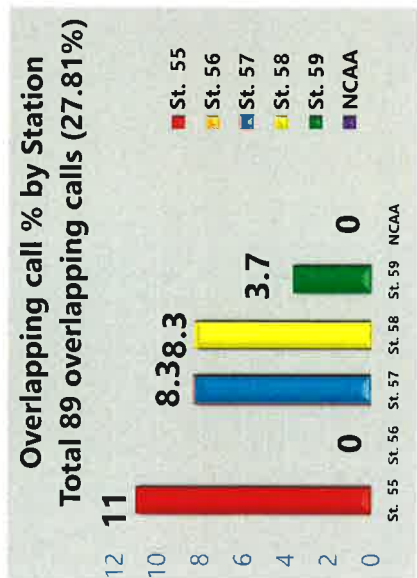
87 Other Types

EMS/Rescue
60%

192 EMS/Rescue Call Types



TOTAL FIRE LOSS
\$395,300.00





NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

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

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: July 22, 2021

SUBJECT: Cal OES Type VI Fire Engine

A few months ago, the District Board was informed of and approved the opportunity for the District to receive on loan a Type VI Fire Engine from Cal OES. Cal OES manages a statewide fire and rescue program providing apparatus on loan to local fire departments for use in their districts, while requiring those departments to staff the vehicles for the state when needed.

On July 15, the District received the Type VI Fire Engine from Cal OES. Attached are a few pictures of the OES Type VI and the District's Type VI.



"To protect and put service above all else"



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MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: July 22, 2021

SUBJECT: District Squad 59

The District has ordered a Squad Rescue Rig for station 59 and the buildup of this rig is in process and should be completed in the next few months. Attached is a picture of a Squad Rescue Rig similar to what the District's will look like except for the color, the District's will be white like all of our apparatus.



"To protect and put service above all else"

Administration Fireworks Citations 2021

Cit No.	Date of Citation	Incident No:	Violator's Name:	Violation Address	Bill to Address	Issuing Officer	Appeal Yes/No	Appeal Date	Reason for Appeal	Fine Amount	Invoice No.	Date Inv. Mailed
1 1332	7/4/2021	21-1808	Javier Gerracho Rendon Jr.	15180 W D Street Kerman CA 93630	14286 W. C Street Kerman CA 93630	Matt Lopez	Didn't submit. Past due date	N/A	N/A	\$ 1,250.00	255533	7/8/2021
2 1333	7/4/2021	21-1812	Steven Ray Whitaker	15688 W. Gragnani Kerman CA 93630	15688 W Gragnani Kerman CA 93630	Matt Lopez	No	N/A	N/A	\$ 1,250.00	255539	7/8/2021
3 1336	7/4/2021	21-1813	Frank Ramos Jr.	761 S. 12th Street Kerman CA 93630	761 S. 12th Street Kerman CA 93630	Matt Lopez	Didn't submit. Past due date	N/A	N/A	\$ 1,250.00	255534	7/8/2021
4 1337	7/4/2021	21-1811	Juan Manuel Garcia Jr.	15954 Monterey Lane Kerman CA 93630	4839 N. Bonadelle Fresno CA 93726	Matt Lopez	Didn't submit. Past due date	N/A	N/A	\$ 1,250.00	255535	7/8/2021
5 1342	7/4/2021	21-1809	Edgar Mendoza Chavarria	204 S. Chablis Kerman CA 93630	204 S. Chablis Kerman CA 93630	Martinez	No	N/A	N/A	\$ 1,250.00	255532	7/8/2021
6 1346	7/3/2021	21-1798	Isaac M. Velez Jr.	253. S. Thomas Ave Kerman CA 93630	253 S. Thomas Ave Kerman CA 93630	M. Antuna	Yes	7/12/2021	Claims FWX were not his	\$ 1,250.00	255536	7/8/2021
7 1347	7/3/2021	21-1795	Fernando Castro	651 S. 2nd Street Kerman CA 93630	14775 W. Stanislaus Ave Kerman CA 93630	D. Seroka	Yes	7/10/2021	Financial Hardship	\$ 1,250.00	255537	7/8/2021
8 1348	7/3/2021	21-1797	Juan Carlos Nava	S. Manor / Kearney Blvd	15431 W. Monterey Ln Kerman CA 93630	Martinez	Didn't submit. Past due date	N/A	N/A	\$ 1,250.00	255538	7/8/2021



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MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: June 24, 2021

SUBJECT: Building Construction Contract – Sole Source

Last month the District Board determined an emergency exists regarding the repairs and upgrades to District station 59 and authorized Chief Henry to move forward with a sole source contract.

Attached is a draft of the building construction contract between the District and Donald Burgess Contracting for your review. The contract has been reviewed and revised in several areas and this is a draft of the contract.

Recommended Action: Approve the Building Construction Contract with Burgess Contracting Inc. and authorize Chief Henry to work with Ken Price to finalize and execute the Contract.

BUILDING CONSTRUCTION CONTRACT

THIS BUILDING CONSTRUCTION CONTRACT (hereinafter called the "Contract") is made this _____ day of _____,

by and between _____ hereinafter called Owner, whose address is _____ AND _____, hereinafter called Contractor, License No. _____, whose address is 5150 North Sixth St. #161 Fresno, CA 93710

The Construction Lender is _____ N/A _____
(If there is a Construction Lender, add name here.)

The Architect is _____
(If there is a Project Architect, add name here.)

In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Contractor agrees to construct and complete in a good, workmanlike and substantial manner, upon the real property hereinafter described, furnishing all labor, materials, tools, machinery, equipment, temporary utilities, transportation and any other facilities needed therefore, a

(hereinafter called the "Project," whether one or more buildings or improvements), upon the following described real property:

(hereinafter called the "Property"). The Owner will locate and point out the Property line to Contractor, and will provide boundary stakes by a licensed surveyor if there is any doubt as to boundaries.

2. The Project is to be constructed and completed in strict conformance with plans and specifications for the same agreed to by the parties hereto, attached hereto and incorporated herein by reference, a copy of which plans and specifications have been filed with the Construction Lender named above (If there is no Construction Lender, all references to same in this contract are to be disregarded).

The Project is also to be constructed and completed in strict compliance with all laws, ordinances, rules and regulations of the applicable governmental authorities, and Contractor is to apply for and obtain all required permits and licenses with Owner paying all fees therefore, and all other fees required by such governmental authorities. Unless otherwise specifically provided in the plans and specifications, the Owner will pay all assessments and charges of any kind required by governmental authorities and public utilities for financing or repaying the costs of sewers, storm drains, water service and other utilities, including tap-in or hookup charges and the like.

3. In consideration of the covenants and agreements herein contained being performed and kept by Contractor, including the supplying of all labor, materials and services required by this Contract, and the construction and completion of the Project, Owner agrees to pay to Contractor the sum of \$ _____ in installments as follows:

A Owner shall make progress payments on a monthly basis based on the work completed by Contractor in compliance

with the plans and specifications during the prior month and as detailed and substantiated in a monthly invoice. The combined total of such monthly progress payments shall not exceed 95% of the total sum stated above in Paragraph 3. Owner shall use best efforts to issue the progress payments to Contractor within 10 days of receipt of invoice..

- B The final payment of 5% percent shall be made 35 days after the Notice of Completion has been recorded, provided that the Owner may withhold from the final payment an amount sufficient to protect Owner against any mechanic's liens that may have been recorded before said final payment is due.

Progress payments will be made directly by Owner and not through the Construction Lender.

If corrective or repair work remains to be accomplished after the Project is ready for occupancy, the Owner may withhold payment of a sufficient amount to pay for the completion of such work, but shall not withhold any greater amount. Upon completion of all such corrective work by Contractor, Owner shall pay the balance of the Contract sum to Contractor.

- 4. The Contractor agrees to commence work hereunder within 10 days after (i) receipt of written notice from the Owner to do so and (ii) issuance by the County of Fresno of building permits required for the Project, and thereafter diligently and continuously to completion. Contractor shall substantially complete the Project within 210 days after commencement of work as aforesaid, subject to such delays as are permissible under Paragraph 11, below. In no event shall the Contractor commence said work or place any materials on the Property prior to receipt of such notice from the Owner. Contractor agrees to begin site work construction under separate permits within 10 days of signing this Contract.
- 5. Contractor shall pay promptly all valid bills and charges for material, labor, machinery, equipment or any other service or facility used in connection with or arising out of the Project and will indemnify and hold the Owner of the Property free and harmless against all liens and claims of lien for labor, services, and materials, or any of them, filed against the Property or any part thereof, and from and against all expenses and liability in connection therewith, including, but not limited to, court costs and attorney's fees resulting or arising therefrom; provided that the Contractor shall be excused from this obligation to the extent that the Owner is in arrears in making progress payments to the Contractor. Should any liens or claims of lien be filed for record against the Property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall immediately either pay and discharge the same and cause the same to be released of record, or shall furnish the Owner with the proper indemnity either by satisfactory corporate surety bond or title policy, which indemnity shall also be subject to approval of the Construction Lender.
- 6. Contractor shall, if requested by Owner, before being entitled to receive the second or any subsequent progress payments due hereunder, furnish to Owner all bills paid to that date, properly receipted and identified, covering work done and the materials furnished to the Project and showing an expenditure of an amount not less than the total of all previous payments made hereunder by Owner to Contractor.
- 7. This Contract and the plans and specifications are intended to supplement one another. In case of conflict, however, the specifications shall control the plans, and the provisions of this Contract shall control both. In the event that work is displayed on the plans but not called for in the specifications or in the event that work is called for in the specifications but not displayed in the plans, Contractor shall be required to perform as though called for and displayed in both places.
- 8. Should the Owner, if any, at any time during the progress of the work request any modification, alterations or deviations in, additions to, or omissions from this Contract or the plans or specifications (each a "Change Order"), he shall be at liberty to do so, and the same shall in no way effect of make void this Contract; but the amount thereof shall be added to or deducted from the amount of the Contract price stated above, as the case may be, by a fair and reasonable valuation, based upon the actual cost of labor and materials, plus _____ percent profit to the Contractor. This Contract shall be deemed to be completed when the work is finished in accordance with the original plans as amended or modified by such Change Orders, if any. The terms of each Change Order shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to performance. Where a Change Order requires the written approval of the Construction Lender, the Owner will secure said written approval. Payments for work performed pursuant to a

Change Order will be made as the work progresses, concurrently with progress payments made pursuant to Paragraph 3, above.

9. Owner shall have the right to terminate this Contract at any time at its convenience, without cause, upon seventy-two (72) hours written notice to Contractor. In the event that Owner so elects to terminate without cause, Contractor shall be entitled to receive payment for all amounts due it for services provided through the termination date under the payment terms of this Contract. Contractor shall not be entitled to unrealized profits, and incidental or consequential damages..
10. Should Contractor, at any time during the progress of the work, refuse or fail to supply sufficient material or workmen for the expeditious progress of work on the Project or fail to perform any other provisions of this Contract, Owner may, upon giving three (3) days' notice in writing to Contractor, by registered or certified mail, (a copy of which shall be furnished to the Construction Lender) and Contractor's failure to remedy any such failure within said three (3) day period, terminate this Contract and provide the necessary material and workmen to finish the work and may enter upon the Property for such purpose and complete said work. The expense thereof shall be deducted from the Contract price, or if the total cost of the work to Owner exceeds the Contract price, Contractor shall pay to Owner upon demand the amount of such excess in addition to any and all other damages to which Owner may be entitled. In the event of such termination, Owner may take possession of all materials, equipment and appliances belonging to Contractor upon or adjacent to the Property upon which said work is being performed and may use the same in the completion of said work. Such termination shall not prejudice any other legal rights which the Owner may have against the Contractor.
11. Time is of the essence of this Contract and Contractor shall substantially complete the work during the time provided for in Paragraph 4 above. However, the time during which Contractor is delayed in said work by (a) the acts of Owner or his agents or employees or those claiming under agreement with or permission from Owner, or by (b) the Acts of God which Contractor could not have reasonably foreseen and provided against, or by (c) unanticipated stormy or inclement weather which necessarily delays the work, or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which he cannot reasonably overcome, or by (e) the failure of Owner to make progress payments promptly, shall be added to the time for completion of the work by a fair and reasonable allowance. Furthermore, the Contractor shall have the right to stop work if any payment, including payment for work performed pursuant to a Change Order, is not made to Contractor as provided in this Contract. In the event of such nonpayment, Contractor may keep the job idle until all payments then due are received.
12. It is understood and agreed that Contractor, before incurring any other expenses or purchasing any other materials for the Project, shall proceed with the foundation work and that if, at the time of excavation therefor, the Contractor finds that the work below the surface of the ground is at variance with the conditions indicated by the plans and specifications or information supplied by the Owner, or should unknown physical conditions below the surface of the ground be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, he shall so notify the Owner, and Owner shall at that time have the right and option to immediately cancel and terminate this Contract or to deposit the estimated cost of the required extra foundation work with the Construction Lender, if there be one named herein, or add such amount to the Contract funds wherever same are at that time deposited and the Contract sum shall be increased accordingly. Such costs shall be paid for by Owner. It is agreed that in the event of a cancellation, in computing such costs, building permit fees, insurance and such financing and title charges as are not refundable shall be included; provided that supervision time, office overhead and profit are not to be included in such costs to be refunded to Contractor by reason of such cancellation.
13. No payment hereunder nor occupancy of said improvements or any part thereof shall be construed as an acceptance of any work done up to the time of such payment or occupancy, but the entire work is to be subject to the inspection and approval of Owner or Architect at the time when it shall be claimed by Contractor that the Project has been

completed. It is understood and agreed that the acceptance of any work by the Owner or Architect shall not be an acceptance by the Construction Lender who is not a party hereto.

14. Owner agrees to sign and file for record within five (5) days after the substantial completion and acceptance of the Project a Notice of Completion. Contractor agrees to, upon receipt of final payment, release the Project and Property from any and all claims that may have accrued against same by reason of construction of the Project. The Construction Lender has the right to make its own decisions as to the completion of any work, independent of the parties hereto.
15. Owner agrees to procure at its own expense and prior to the commencement of any work hereunder, fire insurance with course of construction, vandalism, extended coverage and malicious mischief clauses attached in a sum equal to the total cost of said improvements as set forth in Paragraph 3 hereof, with loss, if any, payable to any mortgagee or beneficiary under any deed of trust covering the Project. Such insurance shall be written to protect the Owner.

If the project is destroyed or damaged by any accident or disaster, such as fire, storm, flood, landslide, earthquake or subsidence, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the work shall be paid for by the Owner. If, however, the estimated cost of replacement of the work already completed by Contractor exceeds twenty (20%) percent of the Contract price, the Owner shall have the option to cancel this Contract and, in such event, the Contractor shall be paid the reasonable cost, including net profit to Contractor in the amount of ten (10%) percent, of all work performed by Contractor before such cancellation.

16. Contractor agrees that Owner will not, and under no circumstances shall be required to provide insurance for Contractor's benefit. Contractor, and each of its subcontractors, must carry Workers' Compensation with a waiver of subrogation, Commercial General Liability, professional liability, pollution liability, general liability, and automobile liability coverage in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate (with the exception that professional liability and pollution liability coverage will be on a claims-made basis). Contractor and each subcontractor shall name Owner as additional insured on Contractor's and subcontractor's general liability, pollution liability, and automobile liability insurance policies. Contractor and each subcontractor shall provide Owner proof of all insurance required under this provision upon request thereof. Contractor and each subcontractor must keep each of the above insurance policies active for a minimum of one (1) year following completion of Contractor's services hereunder. Contractor and any subcontractors shall provide notice to Owner of any policy change or cancellation thirty (30) days prior to any such change or expiration. Contractor's and subcontractor's Commercial General Liability insurance policies shall include XCU (explosion, collapse, and underground) hazard coverage and broad form property damage coverage. Certificates of such insurance shall be filed with Owner and with the Construction Lender if Owner so requires, and shall be subject to the approval of both of them as the adequacy of protection. Owner shall obtain and pay for insurance against injury to his own employees, if any, and persons on the site at Owner's direction. The Contractor shall not be responsible for any damage occasioned by the Owner or Owner's agents, acts of God, earthquake, or other causes beyond the control of Contractor, unless otherwise herein provided.
17. Any controversy or claim arising out of or relating to this Contract, or the breach hereof, shall be settled by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator (s) may be entered in any Court having jurisdiction thereof. Owner, Contractor, and all Subcontractors, Sub-Subcontractors, material suppliers, and other parties concerned with the construction of the Project are bound, each to the other, by this arbitration clause, provided each party has signed this Contract or a contract that incorporates this Contract by reference, or signs any other agreement to be bound by this arbitration clause. On the demand of the arbitrator or any party an arbitration initiated under the arbitration provisions of this Contract, Owner, Contractor, and any Subcontractors, Sub-Subcontractors, or other party bound by this arbitration provision agrees to join, become a party to, and be bound by such arbitration proceedings. If any party refuses or neglects to appear at or participate in such arbitration proceedings, the arbitrators are empowered to decide the controversy in accordance with whatever evidence is presented by the party or parties who do participate. The arbitrators are authorized to award any party or parties such sums as they consider proper for the time, expense, and

trouble of arbitration, including arbitrator fees and attorney's fees.

18. Contractor warrants and guarantees all equipment, material, supplies, and work furnished on the Project against defective construction or workmanship for period of one year following the completion of the Project, except when a longer warranty or guaranty is provided by the supplier or manufacturer of the equipment or material. Contractor shall supply the Owner with all warranty and guaranty documents relevant to the equipment and materials incorporated into the job and warranted and guaranteed by its suppliers or manufacturers.
19. If either party hereto becomes involved in arbitration or litigation arising out of this Contract or the performance of it, the court or tribunal in such arbitration or litigation may award reasonable costs and expenses of such arbitration and litigation, including expert witness fees and attorneys', to the successful party.
20. Upon the completion of the Project, the Contractor agrees to remove all debris and surplus materials from the Owner's property (including under area of structure) and leave said property in a neat and broom clean condition.
21. Neither party may assign this Contract or payments due hereunder, without the written consent of the other party.
22. Construction Lender is not a party to this Contract and is not bound or obligated by or under any of the terms hereof.
23. Any notice required or permitted under this Contract may be given by certified or registered mail at the addresses contained in this Contract, but such address may be changed by written notice by one party to the other from time to time. Notice shall be considered received three days after deposited in the mail postage prepaid.
24. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertain to the parties. This Contract can be modified only by an agreement in writing signed by both parties.
25. This Contract shall be construed in accordance with, and governed by, the laws of the State in which the project is located.
26. Attached Building Construction Contract "Exhibit A" is hereby made a part of this Contract in its Entirety.
27. Contractor shall perform all services hereunder in accordance with a level of care and skill ordinarily exercised by other contractors with specialized experience working on similar projects in the same geographic area (the "Standard of Care"). If Owner determines that any of Contractor's work product does not meet the Standard of Care, Contractor shall repair, replace or re-construct at no additional cost.
28. Contractor represents that Contractor has the qualifications and ability to perform the services required hereunder in a professional manner, without the advice, control, or supervision of Owner. Contractor represents and warrants to Owner that it lawfully possesses and will maintain all necessary licenses, permits and certifications and that it is adequately experienced, qualified, equipped, organized and financed to perform the services hereunder. Contractor agrees to furnish proof of any of these upon Owner's request.
29. Contractor shall be solely responsible for safety in the performance of its services and for all equipment and materials to be used on the Project. Contractor shall properly make safe the area of the Project to prevent any person from being injured and shall in all respects comply with all safety directions of Owner, and with all safety rules and requirements of Owner.
30. Contractor must obtain Owner's prior written consent of any subcontractor Contractor proposes to use under this Contract. Owner may withhold its consent in its sole discretion. In the event Owner consents to Contractor's use of a subcontractor, Contractor shall maintain oversight, management, and responsibility for any and all subcontractor work.

All subcontractors shall comply with all applicable insurance provisions of Paragraph 16. All subcontractors shall have specialized experience, skills, knowledge, and abilities to perform the tasks they are performing. Contractor shall provide copies of each subcontractor's (and relevant subcontractor employee's) licenses upon requesting Owner's written consent of said subcontractor.

31. Contractor shall and does hereby indemnify and hold harmless Owner and Owner's directors, officers, agents, and employees from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interests, penalties, and reasonable attorneys' fees and costs, that Owner and Owner's directors, officers, agents, and employees may incur or suffer and that result from, or are related to, any negligence or intentional wrongdoing of Contractor or subcontractors related to this Agreement, or any breach or failure of Contractor to perform any of the representations, warranties, agreements, or services contained in this Agreement. Contractor shall require each of its subcontractors to indemnify Owner and Owner's directors, officers, agents, and employees to the same extent, or greater, that Contractor is required to indemnify Owner and Owner's directors, officers, agents, and employees in this Paragraph.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____

OWNER:

CONTRACTOR:



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

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: July 22, 2021

SUBJECT: Weed Abatement Public Hearing and Notices

Tonight, is the last public hearing for the weed abatement.

In May and June, District staff mailed out 147 notices to destroy weeds to property owners in violation of the District's abatement policy. District engine companies completed re-inspection of lots after the applicable public hearings and sixty-seven (67) lots were not abated so District staff assigned work orders to our abatement Contractor to begin abatement of these properties.

Another ten (10) notices were mailed out to property owners in violation of the District abatement policy in July.

Attached is a list of the properties receiving the "Notice to Destroy Weeds" in July for the District Board's review.

Recommended Action: Conduct Public Hearing and review list.

**North Central Fire District
Notice to Destroy Weeds - July 2021**

APN	Property Owner	Location/Description	Public Hearing
326-150-18	Gerard K Garoian, Trustee	516 AC Irreg Par W1/4 of SE 1/4 Sec 1 T14R19	7/22/2021
434-053-28	Roger & Darlene Smith	9 E Hampton Way	7/22/2021
434-102-05	Daryl & Catherine Christofferson	60 E Bellaire	7/22/2021
426-122-15	Luceen Baker	4475 N Thorne	7/22/2021
326-150-16	Central Unified School District	Large lot N/O 180, E/O Valentine	7/22/2021
326-150-24	Don Gragnani & Jeanne Lloyd, Trustees	8.39 AC in East 1/2 of SE 1/4 Sec 1 T14R19	7/22/2021
434-102-22	Manueal & Gloria Contreras	57 E Sussex Way	7/22/2021
417-251-04	Namak Properties	327 W San Jose	7/22/2021
415-120-34	George & Joann Dervishian, Trustees	5555 N Van Ness	7/22/2021
425-172-10	Garbis Kurtmen, Trustee	4830 N Glenn	7/22/2021



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

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Kerman, California 93630-9335
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MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: July 22, 2021

SUBJECT: Resolution No. 21-07 to add weed abatement charges to the 2021-2023 fiscal year tax roll

District staff has completed all the required tasks to identify the properties not complying with the District's abatement program. To date, sixty-seven (67) properties were assigned for abatement to the District's Contractor abated fourteen (14) lots.

Attached is Resolution No. 21-07, including Exhibit A, which lists the properties and abatement charges from the District's Contractor to be added as a special assessment to the 2021-2022 Fresno County tax roll.

Also attached to this memo are pages showing the location of the properties abated and some pictures of before and after the abatement was completed.

Recommended Action: Adopt Resolution No. 21-07 to add weed abatement charges to the 2021-2022 Fresno County tax roll.

RESOLUTION NO. 21-07

WEED ABATEMENT RESOLUTION AUTHORIZING THE ASSESSMENT OF PUBLIC NUISANCES THAT CONSTITUTE A FIRE HAZARD AND ASSESSING THE COST OF REMOVAL TO THE FRESNO COUNTY TAX ROLLS

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

WHEREAS, The North Central Fire Protection District Board of Directors duly called and held a public hearing on May 20, 2021, June 10, 2021, June 24, 2021 and July 22, 2021, which established that a public nuisance exists on certain described properties in the fire district, and,

WHEREAS, the property owners of the parcels described in attached Exhibit A, are declared to be delinquent in their removal of said public nuisances.

WHEREAS, the North Central Fire Protection District undertook the abatement of weeds and rubbish pursuant to part 5 of the Health and Safety Code commencing with Section 14875, and

WHEREAS, pursuant to Health and Safety Code Section 14912, the amount of the costs for abating the nuisance upon the parcels of the land shall constitute special assessments against the respective parcels, and are a lien on the property for the amount of the respective assessments. Such a lien attaches upon recordation in the office of the Fresno County Recorder. All laws applicable to the levy, collection and enforcement of municipal ad valorem taxes shall be applicable to such assessment.

BE IT THEREFORE RESOLVED, that the properties described in attached Exhibit A have been abated of grass, weeds, stubble, brush, litter or other material that constitutes a fire hazard, and,

FURTHERMORE, the North Central Fire Protection District hereby finds and determines that the cost for the abatement and the amount of the costs incurred by the District enforcing the abatement of the above described properties shall constitute a special assessment against that property to be added to the Fresno County Tax Rolls.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on this 22nd day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Rusty Nonini, Board Vice Chair

CERTIFICATE

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

I, Rusty Nonini, Board Vice Chair of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a regular meeting of the Board of Directors on July 22, 2021.

DATED: July 22, 2021

Rusty Nonini, Board Vice Chair

RESOLUTION NO. 21-07

EXHIBIT A

<u>APN</u>	<u>PROPERTY OWNER</u>		<u>ASSESSMENT</u>
023-216-07S	Jimenez Raul	\$	610.00
023-405-02S	Arthur & Astkhik Toukmanian Trustee		547.50
023-453-13S	Sahota Raghbinder S		547.50
312-052-37S	Ragasa Zenaida		485.00
312-150-37S	Smith Dorothy Jean Trustee		610.00
312-330-11	Mendes Yonnie J		735.00
312-390-13	Sandhu Transport Inc		1,110.00
312-440-08	Reams George A & Kristina A Trustees		1,047.50
434-103-08	Sor Phannait		5,679.10
434-104-16	Briseno Dara Trustee		547.50
442-341-07	Moore Darlene S, McCracken Chris Trustees		540.00
449-030-04	Robledo Henry A & Joan E Trustees		797.50
511-011-21	DBO Holdings LLC		703.76
511-031-41S	Creekbridge-Fresno 1 LLC		860.00

TOTAL ASSIGNMENTS - 14

\$14,820.36

APN	Location/Description
02321607	14810 W California, Kerman



APN	Location/Description
02340502	Empty lot corner of Stanislaus and 6 th Street, Kerman



APN	Location/Description
02345313	400 S Del Norte, Kerman



APN	Location/Description
31205237	2909 N Hayes, Fresno



APN	Location/Description
31215037	6464 W McKinley & 2032 N Bryan, Fresno



APN	Location/Description
31233011	2323 N Garfield, Fresno



APN	Location/Description
31239013	5064 W Belmont, Fresno



APN	Location/Description
31244008	5792 W Olive, Fresno



APN	Location/Description
43410308	94 E Sussex Way, Fresno



APN	Location/Description
43410416	112 E Sussex Way, Fresno



APN	Location/Description
44234107	3154 W McKinley, Fresno



APN	Location/Description
44903004	3681 W McKinley, Fresno



APN	Location/Description
51101121	5710 W Dakota, Fresno



APN	Location/Description
51103141	3276 N Blythe, Fresno





NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

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MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: June 24, 2021

SUBJECT: Resolution No. 21-08 – District's Purchasing Policy

There is a need to amend the District's current Purchasing Policy to add the District's Property Maintenance Worker to the list of employees that can have a District Cal-card to make purchases for the repairs and maintenance of District facilities.

Attached is a red-lined version of Resolution No. 21-08 amending the current District Purchasing Policy Resolution No. 18-10 adopted on October 22, 2018. Two other changes are being made at this time to eliminate one outdated policy and clarify another policy. The first change is on the bottom of page one and simply eliminates the requirement to issue purchase orders for every purchase. Most vendors do not require purchase orders especially for regular routine repairs. Purchase orders will still be issued if requested or required to place an order for purchases authorized by the Fire Chief.

The other two changes are on page three and one is added the Property Maintenance Worker to the list of employees that can have a District Cal-card. The other change is to allow the Fire Chief to determine the limit of each Cal-Card.

Recommended Action: Adopt Resolution No. 21-08 amending District Resolution No. 18-10 making changes to the District's Purchasing Policy.

RESOLUTION NO. 21-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL FIRE PROTECTION DISTRICT AMENDING THE DISTRICT'S PURCHASING POLICY

WHEREAS, there is a need to amend the District's purchasing policy adopted by Resolution No. 18-10 on October 22, 2018:

WHEREAS, such amended policy will enable the North Central Fire Protection District to more effectively and efficiently utilize public funds;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the North Central Fire Protection District that the following Declaration of Policy relative to purchasing be enacted:

- 1) Purchases, contracts for equipment, materials, supplies or services, except professional or technical services, shall be made in the following manner:
 - a) The Fire Chief shall make purchases and execute contracts not to exceed the amount of \$10,000.00 in the open market after such inquiry, as a reasonable person would deem necessary to insure that the price obtained is advantageous to the District.
 - b) For purchases and contracts over \$10,000.00 but less than \$50,000.00, the Fire Chief shall solicit informal bids by telephone or in writing from at least three suppliers. The bids must be submitted to the Fire Chief in writing. The Fire Chief shall keep on file a tabulation of the solicitations made and quotations received. The Fire Chief may also use competitive negotiations where applicable. The Fire Chief shall have the right to refuse any or all bids submitted. The Fire Chief shall execute contracts and make purchases following the bid process.
 - c) For purchases and contracts in excess of \$50,000.00, the Fire Chief shall invite formal bids by one of the following methods as selected by the Fire Chief at his sole discretion: (1) advertisement in at least one newspaper of general circulation, or (2) mail or email bid invitations to all available known vendors, or (3) post notices on the District Webpage and in public places, or by a combination of such methods. A tabulation of bids received shall be retained. The Fire Chief shall execute contracts and make purchases following the bid process.
 - d) Expenditures under \$500.00 may be made from the petty cash fund and shall be supported by receipts. Expenditures from \$500.00 to \$50,000.00 shall be authorized by a purchase order the Fire Chief or a designee authorized by the Fire Chief to approve purchases. Expenditures in excess of \$50,000.00 shall be made by formal contract.

- 2) For purchases and contracts specified in Paragraph 1-C above, bidding may be dispensed with if the Fire Chief determines, (a) an emergency exists which permits no delay because of the possibility of injury to life or destruction of property, (b) when only one source of supply is available, (c) when the district desires to maintain standardization of equipment, or (d) when the District is able to use State bids or competitive bid with piggyback authorization. When the foregoing is applicable, the Fire Chief shall so certify in writing and file the certification in the records of the District. If an award is made without competition, a formal report of such award, together with a certification of statement justifying the lack of competition shall be made to the Board of Directors at the next available Board meeting.
- 3) For purchases and contracts specified in Paragraph 1-C above, in excess of \$50,000.00 the Board of Directors will purchase from or award contracts to the qualified bidder submitting the lowest proposal complying with the conditions of the invitation for bids, providing the bid is reasonable and it is in the best interests of the District to accept it. The bidder to whom the award is made will be notified at the earliest practical date. The District, however, reserves the right to reject any and all bids whenever such rejection is in the interest of the District. All bidders shall be required to complete a Statement of Experience and the Fire Chief shall verify the information contained therein. The successful bidder shall obtain a performance bond as a condition precedent to the award of the contract, if determined necessary to the Fire Chief.
 - a) Criteria for determining the qualified bidder shall include, but not be limited to past performance on similar work or services, including:
 - i) Compliance with the plans, specifications and/or contracts;
 - ii) Quality of workmanship or service;
 - iii) Timely completion of the project;
 - iv) Ability to meet insurance and/or bonding requirements.
- 4) Petty Cash and Credit Cards:
 - a) The petty cash fund established shall not exceed \$750.00. The petty cash is used when there is not an established account with a vendor and the vendor does not accept credit card payments, or for incidental purchases. The petty cash will be kept in the safe in the control of the District's Business Manager. For reimbursement, all personnel using petty cash must submit an itemized receipt with the details regarding the transaction to the Business Manager. The petty cash fund will be balanced monthly. The Fire Chief approves all cash receipts.
 - b) The Business Manager shall also be authorized to open credit card accounts to be issued to the following personnel:
 - i) Fire Chief
 - ii) Deputy Fire Chief

- iii) Battalion Chiefs
- iv) Business Manager
- v) Property Maintenance Worker

Each credit card will have a maximum limit of ~~\$5,000.00~~ to be determined by the Fire Chief per cardholder. Each cardholder shall be accountable for any and all purchases made with their credit card. Purchases shall only be made for District business.

- 5) The Fire Chief may delegate the authority granted under the provision of the foregoing policy to such other District personnel as he deems advisable.
- 6) This policy supercedes and replaces all prior District purchasing policies and procedures as of the date of adoption of this resolution.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on the 22nd day of July 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

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

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a Regular Meeting of the Board of Directors on July 22, 2021.

DATED: July 22, 2021

Amanda Souza, Board Secretary