



AGENDA

CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

**REGULAR MEETING
HELD
MONDAY, AUGUST 14, 2023
AT 5:00 P.M.**

Submit comments via ccfire@crescentcity.org; or submit a written comment by filing it with the Administrative Assistant at 255 W Washington Blvd, Crescent City, California 95531 prior to 5:00 pm, August 14, 2023. If you require a special accommodation, please contact Administrative Assistant, Vanessa Duncan at 464-2421.

1. ROLL CALL

- 1.1** CALL TO ORDER
- 1.2** FLAG SALUTE

2. PUBLIC PARTICIPATION

Any member of the audience is invited to address the Board on any matter that is within the jurisdiction of the Crescent Fire Protection District. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Board. After receiving recognition from the Chairman, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted five minutes each in which to speak on any item on the agenda prior to any action taken by the Board.

3. CONSENT CALENDAR

- 3.1** APPROVE MINUTES OF THE REGULAR MEETING OF JUNE 2023
- 3.2** APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERED JUNE-JULY 2023

TAKE PUBLIC COMMENT ON CONSENT CALENDAR
CONSIDER AND ADOPT CONSENT CALENDAR

4. NEW BUSINESS

Take action as necessary and appropriate.

4.1 CONDUCT A PUBLIC HEARING FOR THE 2023-2024 FINAL FISCAL BUDGET.

RECOMMENDATION

1. Open the Public Hearing
2. Take public comment
3. Close Public Hearing
4. Board Discussion

4.2 REVIEW AND ADOPT RESOLUTION NO. 23-001; RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2023-2024 FINAL FISCAL BUDGET.

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider and ADOPT RESOLUTION NO. 23-001; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2023-2024 FINAL FISCAL BUDGET

4.3 CONSIDER AND ADOPT RESOLUTION NO. 23-002; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EXECUTION OF A FIRE PROTECTION MUTUAL AID AGREEMENT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION/PELICAN BAY STATE PRISON FIRE DEPARTMENT.

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider and ADOPT RESOLUTION NO. 23-002; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EXECUTION OF A FIRE PROTECTION MUTUAL AID AGREEMENT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION/PELICAN BAY STATE PRISON FIRE DEPARTMENT

5. OLD BUSINESS

Take action as necessary and appropriate.

NO OLD BUSINESS AT THIS TIME.

6. CHIEFS REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 RESPONSES OCCURRED BETWEEN: 06/01/23 – 07/31/23

6.2 UPDATE ON 5137 AND PROJECTED REPAIR COSTS

7. BOARD COMMENTS

THIS AGENDA ITEM ALLOWS BOARD MEMBERS THE OPPORTUNITY TO DISCUSS ITEMS OF GENERAL INTEREST, PROVIDE A REFERENCE OR OTHER RESOURCE TO STAFF, ASK FOR CLARIFICATION OR REQUEST STAFF TO REPORT TO THE BOARD ON A CERTAIN MATTER

8. ADJOURNMENT

ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING ON MONDAY,
SEPTEMBER 11, 2023 AT 5:00 PM

POSTED:

08/11/2023

/s/ Vanessa Duncan

Administrative Specialist

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Administrative Assistant's office at (707)464-2421. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at Crescent City Fire & Rescue, 255 W Washington Blvd, during business hours, 8:00 a.m. - 5:00 p.m., or on-line at cfdp.crescentcity.org



CRESCENT FIRE PROTECTION DISTRICT

255 W. WASHINGTON BLVD. CRESCENT CITY, CA 95531
office: 707- 464-2421

MINUTES OF THE CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

REGULAR MEETING HELD JUNE 12, 2023 AT 5:00 P.M.

DIRECTORS PRESENT:

Chairman Jim Nelson
Vice Chairman Dave Short
Director Rick Kelley
Director Jim Erler

ABSENT:

Director Joe Gregorio

OTHERS PRESENT:

Kevin Carey, Fire Chief via Zoom
Vanessa Duncan, Clerk of the Board
Linda Leaver, Finance Director for the City of Crescent City
Eric Wier, City Manager

ROLL CALL:

Chairman Nelson called the meeting to order at 5:00 PM. The Pledge of Allegiance was led by Director Erler.

PUBLIC PARTICIPATION

No public comment at this time.

CONSENT CALENDAR

3.1 APPROVE MINUTES OF THE REGULAR MEETING OF APRIL 2023

3.2 APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERED APRIL-MAY 2023

On a motion by Vice Chair Short, seconded by Director Eler, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors approved the Consent Calendar.

NEW BUSINESS

Take action as necessary and appropriate.

4.1 APPROVE SALARY CHANGES FOR FIRE DEPT. ADMINISTRATIVE ASSISTANT AND CAREER FIRE CAPTAINS

RECOMMENDATION: That the Board of Directors

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. APPROVE A LETTER TO THE CITY COUNCIL APPROVING PROPOSED SALARY CHANGES FOR FIRE DEPT. ADMINISTRATIVE ASSISTANT AND CAREER FIRE CAPTAIN POSITIONS

City Manager Wier noted the terms of the Fire Services Agreement between the City and the District require that the District approve salary changes outside of a cost-of-living adjustment for shared personnel. The City and the District currently share the costs of the following positions: Fire Chief, Fire Dept. Administrative Assistant, and Career Fire Captains. The City has been negotiating with the various employee bargaining units for updated MOUs concerning the conditions and terms of employment. The proposed changes that effect the salary of the Fire Dept. Administrative Assistant position are as follows:

- Reclassification to Fire Dept Administrative Specialist (5% pay scale increase)
- Longevity of 2.5% at 5 years of continuous full-time service with the City
- Education incentive pay of 3.5% for an associate's degree

The Career Fire Captains do not currently have an association as they yet to commence work. However, the City proposes modifying the longevity pay from 5% at 10 and 20 years to 2.5% at 5, 10, 15, and 20 years of full-time continuous service with the City.

On a motion by Director Kelley, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors approved A LETTER TO THE CITY COUNCIL APPROVING PROPOSED SALARY CHANGES FOR FIRE DEPT. ADMINISTRATIVE ASSISTANT AND CAREER FIRE CAPTAIN POSITIONS.

4.2 APPOINT AN AD HOC COMMITTEE OF TWO BOARD MEMBERS TO MEET WITH THE CITY MANAGER REGARDING COST-OF-LIVING INCREASES FOR SHARED PERSONNEL

RECOMMENDATION: That the Board of Directors

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. APPOINT [BOARD MEMBER] AND [BOARD MEMBER] TO AN AD HOC COMMITTEE FOR THE PURPOSE OF MEETING WITH THE CITY MANAGER TO DISCUSS COST OF LIVING INCREASES FOR SHARED PERSONNEL

City Manager Wier stated per section 4.04.1 a. under Salary Increases in the amended agreement between the City of Crescent City and the Crescent Fire Protection District regarding emergency and fire response services, it states *"....The City Manager will advise the District Board when a when a COLA is being considered and request that the District Board appoint an ad hoc committee to discuss the matter. Any District comments or concerns will be presented to the Council prior to Council approval."*

Staff recommended appointing an ad hoc committee of two board members to meet with the City Manager regarding cost-of-living increases for shared personnel.

The Board nominated Chairman Nelson and Director Kelley as the two ad hoc members.

On a motion by Vice Chair Short, seconded Director Erler, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors APPOINTED DIRECTOR KELLY AND CHAIRMAN NELSON TO AN AD HOC COMMITTEE FOR THE PURPOSE OF MEETING WITH THE CITY MANAGER TO DISCUSS COST OF LIVING INCREASES FOR SHARED PERSONNEL.

4.3 CONSIDER AND ADOPT AN AGREEMENT BETWEEN THE CITY OF CRESCENT CITY AND THE CRESCENT FIRE PROTECTION DISTRICT REGARDING EMERGENCY AND FIRE RESPONSE SERVICES (AMENDED 2023)

RECOMMENDATION: That the Board of Directors

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. CONSIDER AND ADOPT AN AGREEMENT BETWEEN THE CITY OF CRESCENT CITY AND THE CRESCENT FIRE PROTECTION

DISTRICT REGARDING EMERGENCY AND FIRE RESPONSE SERVICES (AMENDED 2023).

City Manager Wier reviewed the proposed change in the agreement, stating the only change in the proposed amended Agreement is a new section regarding volunteer stipend overages and associated cost share (Section 6.01 and 10.02(i)). Under the Fair Labor Standards Act (FLSA), volunteer firefighters are allowed to receive a nominal stipend, reimbursement of expenses, and group benefits without losing their status as volunteers. To be considered a "nominal" fee, stipends must be limited to 20% of the cost of a career firefighter. Based upon an analysis done in May of 2022, the District and the City adopted new stipend amounts and a monthly stipend cap.

While discussing various issues of concern with volunteers, an idea was floated to track this stipend overage amount and put it into a volunteer firefighter support fund. This arrangement would keep the "overage" amounts in the Fire Department to be used for expenses directly supporting volunteer service, such as training, uniforms, or equipment. This proposal has received the support of the Fire 2x2 Committee.

The overage amount will be calculated using actual overage amounts in the preceding calendar year. This way, the City and District will know how much to budget for in the upcoming fiscal year. This means that in the first year (FY 23-24) there will only be six months of stipend overages, because the new stipends and cap went into effect July 1, 2022. The stipend overage amount will be shared equally by the City and the District. The proposed amendment will be considered by the City Council on June 20, 2023.

On a motion by Director Kelley, seconded Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors ADOPTED AN AGREEMENT BETWEEN THE CITY OF CRESCENT CITY AND THE CRESCENT FIRE PROTECTION DISTRICT REGARDING EMERGENCY AND FIRE RESPONSE SERVICES (AMENDED 2023).

4.4 CONSIDER AND ADOPT PRELIMINARY BUDGET FY 23/24

RECOMMENDATION: That the Board of Directors

1. Receive presentation
2. Take public comment
3. Board Discussion
4. CONSIDER AND ADOPT THE PRELIMINARY FY 23/24 BUDGET

The Clerk of the Board explained each line in the proposed preliminary budget for fiscal year 2023/2024, noting that the final budget will be adopted in August.

On a motion by Director Erler, seconded by Vice Chair Short, motion carried 4/0/1 with Director Gregorio being absent; the Board of Directors ADOPTED THE PRELIMINARY BUDGET FOR FY 23/24.

OLD BUSINESS

Take action as necessary and appropriate.

NO OLD BUSINESS AT THIS TIME.

CHIEF'S REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 RESPONSES OCCURRED BETWEEN: 04/01/23 – 05/31/23

Chief Carey briefed the Board on the various calls from April and May and the progress being made with dispatch.

BOARD COMMENTS

Director Erler questioned the structure of the Fire Department now that Crescent City Fire & Rescue has three paid Captains; Chief Carey explained that the Career Captains will still follow the chain of command, same as if they were Volunteer Captains.

ADJOURNMENT

There being no further business to come before the Board, Chairman Nelson adjourned the meeting at 5:55 pm of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on July 10, 2023 at 5:00PM.

Vanessa Duncan, Clerk of the Board
Crescent Fire Protection District

CFPD CLAIMS LIST JUNE & JULY FY 22/23

CLAIM ID	CLAIM DATE	VENDOR NAME	CLAIM AMOUNT	ACCOUNT	DESCRIPTION	GRAND TOTAL	
428-2926	6/1/23	CITY OF CRESCENT CITY	\$ 96,159.00	20234	3RD QRT SERVICES	\$ 96,159.00	PO# 258912
428-2927	6/1/23	CHARTER COMMUNICATIONS	\$ 203.84	20120	CABLE/INTERNET WASHINGTON	\$ 203.84	
428-2928	6/1/23	CRESCENT CITY WATER	\$ 62.11	20302	WATER - HUMBOLDT	\$ 62.11	
TOTAL						\$ 96,424.95	
429-2929	6/23/23	CRSECENT CITY WATER	\$ 302.20	20302	WATER - WASHINGTON	\$ 302.20	
429-2929	6/23/23	CRESCENT CITY WATER	\$ 44.98	20302	WATER - COOPER	\$ 44.98	
429-2930	6/23/23	CANON FINANCIAL SERVICES	\$ 392.98	20260	LEASE PAYMENT - COPIER	\$ 392.98	
429-2931	6/23/23	PACIFIC POWER & LIGHT CO.	\$ 786.46	20300	POWER - COOPER & WASHINGTON	\$ 786.46	
429-2931	6/23/23	PACIFIC POWER & LIGHT CO.	\$ 65.29	20300	POWER - HUMBOLDT	\$ 65.29	
429-2932	6/23/23	RECOLOGY DEL NORTE	\$ 71.49	20140	TRASH FEE - JUNE	\$ 71.49	
TOTAL						\$ 1,663.40	
430-2933	6/26/23	LNL DESIGN & CONSTRUCTION	\$ 29,451.87	20230	EMERGENCY REPAIR - WASHINGTON	\$ 29,451.87	PO# 258913
430-2934	6/26/23	FRANK'S HEATING & REFRIGER/	\$ 5,739.00	20140	MODINE GAS UNIT HEATER FOR BA\	\$ 5,739.00	PO# 258914
430-2935	6/26/23	CITY OF CRESCENT CITY	\$ 66.05	20234	REPLACE VALVE IN 5159	\$ 66.05	PO# 258915
430-2936	6/26/23	ROSS JANITORIAL	\$ 340.00	20230	JANITORIAL SERVICES FOR JUNE 20	\$ 340.00	PO# 258916
430-2937	6/26/23	DN SOLID WASTE MANAGEMEN	\$ 3.70	20140	TRASH FEE - MAY 2023	\$ 3.70	
430-2938	6/26/23	ZEGART, TERESA	\$ 98.00	20280	REIMBURSEMENT FOR 22/23 BENEF	\$ 98.00	
TOTAL						\$ 35,698.62	
431-2939	6/29/23	HI-TECH EMERGENCY VEHICLE	\$ 23,040.95	20173	REPAIRS TO 5150	\$ 23,040.95	PO# 258917
431-2940	6/29/23	CRESCENT CITY ACE HARDWAF	\$ 507.07	20180	SUPPLIES FOR DORM ROOM RENOV	\$ 507.07	
431-2941	6/29/23	CRESCENT CITY WATER	\$ 62.21	20302	WATER - HUMBOLDT	\$ 62.21	
TOTAL						\$ 23,610.23	
432-2942	7/13/23	PACIFIC POWER & LIGHT CO.	\$ 67.88	20300	POWER - HUMBOLDT	\$ 67.88	
432-2943	7/13/23	CHARTER COMMUNICATIONS	\$ 282.71	20120	CABLE/INTERNET WASHINGTON	\$ 282.71	
432-2944	7/13/23	BLUE STAR GAS	\$ 393.74	20301	FILL UP - WASHINGTON STATION	\$ 393.74	
432-2946	7/13/23	THE MITCHELL LAW FIRM, LLP	\$ 45.00	20233	GENERAL COUNSEL - JUNE 2023	\$ 45.00	PO# 258918
432-2947	7/13/23	CITY OF CRESCENT CITY	\$ 1,046.90	20173	REPAIRS TO 5132	\$ 1,046.90	PO# 258919
432-2948	7/13/23	CRESCENT CITY WATER	\$ 368.62	20302	WATER - WASHINGTON	\$ 368.62	
432-2948	7/13/23	CRESCENT CITY WATER	\$ 44.98	20302	WATER - COOPER	\$ 44.98	
432-2949	7/13/23	CITY OF CRESCENT CITY	\$ 114.70	20173	LOF 5176	\$ 114.70	PO# 258920
432-2950	7/13/23	DN SOLID WASTE MANAGEMEN	\$ 93.00	20140	TRASH FEE - JUNE	\$ 93.00	
432-2951	7/13/23	US BANK	\$ 2,851.54	20180	HOME DEPOT - DORM ROOM RENO.	\$ 2,851.54	
432-2951	7/13/23	US BANK	\$ 57.71	20140	HOME DEPOT - PAINTING SUPPLIES	\$ 57.71	
432-2951	7/13/23	US BANK	\$ 67.35	20140	WALMART - HOUSEHOLD SUPPLIES	\$ 67.35	
TOTAL						\$ 5,434.13	

CFPD CLAIMS LIST JULY FY 23/24

CLAIM ID	CLAIM DATE	VENDOR NAME	CLAIM AMOUNT	ACCOUNT	DESCRIPTION	GRAND TOTAL
432-2945	7/13/23	GOLDEN STATE RISK MANAGEN	\$ 28,289.00	20150	INSURANCE FOR CFPD 23/24	\$ 28,289.00
TOTAL						\$ 28,289.00
433-2952	7/21/23	CANON FINANCIAL SERVICES	\$ 166.71	20260	COPIER - LEASE PAYMENT 1	\$ 166.71
433-2953	7/21/23	FRANCIS ENOS FIRE PUMP REP	\$ 540.00	20173	PARKS TYPE III MOBILE DIAGNOSTIC	\$ 540.00
TOTAL						\$ 706.71
434-2954	7/27/23	ROSS JANITORIAL	\$ 340.00	20230	JANITORIAL SERVICES - JULY WASH	\$ 340.00
434-2955	7/27/23	RECOLOGY DEL NORTE	\$ 72.70	20140	TRASH FEE - JULY	\$ 72.70
434-2956	7/27/23	CRESCENT CITY WATER	\$ 62.10	20302	WATER - HUMBOLDT	\$ 62.10
434-2957	7/27/23	PACIFIC POWER & LIGHT CO.	\$ 868.27	20300	POWER - WASHINGTON & COOPER	\$ 868.27
434-2958	7/27/23	CRESCENT ACE HARDWARE	\$ 313.82	20180	DOOR FOR DORM ROOM	\$ 313.82
TOTAL						\$ 1,656.89

PO# 258921

PO# 258922

STAFF REPORT – REVIEW AND ADOPT RESOLUTION NO. 23-001; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2023-2024 FINAL FISCAL BUDGET

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider and ADOPT RESOLUTION NO. 23-001; RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2023-2024 FINAL FISCAL BUDGET

BACKGROUND

Each year the Crescent Fire Protection District Board of Directors is tasked with adopting the operating budget for the fiscal year to provide fire protection and other emergency services. Final adoption has occurred historically in August.

You will find the proposed fiscal 2023-2024 District budget as attachment #1. This proposed budget is \$1,147,725 and represents both direct District expenditures as well as shared expenditures with the City of Crescent City for the funding of Crescent City Fire & Rescue.

A public hearing was conducted on August 14, 2023.

FISCAL IMPACT

Current anticipated revenues for the District in Fiscal 2022-2023 are estimated at \$982,803.00 and anticipated expenditures are \$1,147,725.00.

ATTACHMENTS

1. Fiscal 2023-2024 Budget
2. Resolution No 23-001

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal
Salaries & Benefits											
10010		Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10015		Volunteers	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10017		Unemp - Fica	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10020		Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10030		Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10031		Workers Comp Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Services & Supplies											
20110		Clothing & Pers Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20120		Communications	2,632.63	2,289.67	3,500.00	3,500.00	2,109.97	1,390.03	60.3	0.00	0.00
20130		Food - Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20140		Household Expense	2,047.20	2,042.29	11,700.00	11,700.00	1,123.81	10,576.19	9.6	0.00	0.00
20150		Insurance	19,438.75	18,339.00	18,573.00	18,573.00	18,573.00	0.00	100	0.00	0.00
20155		Insurance-Liability	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20156		Insurance-Property	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20170		Maint-Equipment	684.12	641.91	2,000.00	2,000.00	473.16	1,526.84	23.7	0.00	0.00
20171		Radio Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20172		Maint-Fireboat	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20173		Maint-Vehicles	8,257.00	7,178.96	7,500.00	7,500.00	7,295.79	204.21	97.3	0.00	0.00
20180		Maint-Struc, Imp Ground	4,230.60	1,575.65	15,000.00	15,000.00	12,114.58	2,885.42	80.8	0.00	0.00
20190		Medical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20200		Membership	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20205		Licenses & Fees	0.00	242.46	0.00	24.00	23.49	0.51	97.9	0.00	0.00
20220		Office Expense	3,974.92	26.48	500.00	500.00	147.01	352.99	29.4	0.00	0.00
20227		Dues/Subscriptions	0.00	839.90	250.00	250.00	149.90	100.10	60.0	0.00	0.00
20230		Professional Services	129,228.64	51,983.96	70,100.00	70,100.00	39,883.69	30,216.31	56.9	0.00	0.00
20231		Prof Svcs-FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20232		Professional Serv-Medical	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20233		Prof Svcs-Legal	5,375.00	27,478.45	10,000.00	10,000.00	9,635.50	364.50	96.4	0.00	0.00
20234		Prof Svcs-City	326,118.00	337,184.40	699,740.00	696,216.00	266,256.34	429,959.66	38.2	0.00	0.00
20235		Prof Svcs - Dispatch Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal	
20236		Prof Svcs - Training Officer	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20240		Publ & Legal Notices	546.63	320.41	300.00	300.00	40.05	259.95	13.4	0.00	0.00	300.00
20250		Lease - Cell Tower	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20260		Lease-Copier	2,272.96	2,287.98	2,500.00	2,500.00	1,924.46	575.54	77.0	0.00	0.00	2,500.00
20260	870	Rent-Mitel Phone System	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20270		Minor Equipment	0.00	5,121.10	1,000.00	1,000.00	0.00	1,000.00	0	0.00	0.00	1,000.00
20271		Small Tools	6.64	502.74	1,000.00	4,500.00	3,819.83	680.17	84.9	0.00	0.00	4,500.00
20280		Special Departmental Exp	0.00	2,188.40	0.00	0.00	-1,871.20	1,871.20	0	0.00	0.00	0.00
20281		Spec Dept Exp-F/F Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20282		Spec Dept Exp - Explorer Program	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20285		Spec Dept Exp - Recognition	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20290		Travel & Training	0.00	1,203.84	2,000.00	2,000.00	91.43	1,908.57	4.6	0.00	0.00	2,000.00
20292		Training	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20293		FF Incentives/Reimbursements	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	100	0.00	0.00	20,000.00
20297		Fuel	0.00	0.00	2,500.00	2,500.00	496.52	2,003.48	19.9	0.00	0.00	2,500.00
20300		Utilities - Electric	10,717.64	10,371.32	14,000.00	14,000.00	8,188.24	5,811.76	58.5	0.00	0.00	14,000.00
20301		Utilities - Gas	8,922.06	10,393.15	12,000.00	12,000.00	7,280.51	4,719.49	60.7	0.00	0.00	12,000.00
20302		Utilities - Water	3,363.43	3,329.95	3,500.00	3,500.00	3,297.60	202.40	94.2	0.00	0.00	4,500.00
			547,816.22	505,542.02	897,663.00	897,663.00	401,053.68	496,609.32		0.00	0.00	

Other Charges

30411		Rtrment Long Term Lease	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30412		Retirement Long Term Lease-	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30413		Retirement Long Term Lease -	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30441		Interest	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30442		Rtrmnt Long Term Lease Trk Int	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30460		Settlement - County	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30480		Tax & Assessments	0.00	78.00	78.00	78.00	0.00	78.00	0	0.00	0.00	0.00
30500		Department Allotment	0.00	0.00	928,305.00	888,305.00	-350.00	888,655.00	0.0	0.00	0.00	1,524,111.00
30520		Church Tree Hydrant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
			0.00	78.00	928,383.00	888,383.00	-350.00	888,733.00		0.00	0.00	

Fixed Assets

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal
40610		Structures	0.00	81,363.23	0.00	0.00	0.00	0.00	0	0.00	0.00
40610	200	Building & Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40611		Cooper Station Renovation	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620		Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	400	Training Computer	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	500	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	501	Equipment - FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	510	Fire Hydrants	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	600	Truck	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40621		Truck	0.00	5,958.31	0.00	40,000.00	0.00	40,000.00	0	0.00	0.00
			0.00	87,321.54	0.00	40,000.00	0.00	40,000.00		0.00	0.00

Intra/Inter Fund Transfers

72000	870	Internal Financing - Mitel Phone	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
72100	870	Internal Financing - Interest	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00

Other Charges

81000		Approp For Contingencies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
81002		Reserve - Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
		Total Expenditures	547,816.22	592,941.56	1,826,046.00	1,826,046.00	400,703.68	1,425,342.32		0.00	0.00

Revenues

90010		Property Tax - Secured	-347,721.60	-354,114.94	-321,000.00	-321,000.00	-347,581.66	26,581.66	108.	0.00	0.00
90011		Prop Tax - Supplemental	-7,497.95	-14,248.20	-2,600.00	-2,600.00	-8,487.24	5,887.24	326.	0.00	0.00
90020		Property Tax - Unsecured	-7,025.23	-7,564.88	-6,500.00	-6,500.00	-8,457.67	1,957.67	130.	0.00	0.00
90091		Yield Tax	-15.18	-14.33	0.00	0.00	-9.35	9.35	0	0.00	0.00
90140		Assessment Fees	-258,198.25	-519,136.21	-561,404.00	-561,404.00	-387,206.26	-174,197.74	69.0	0.00	0.00
90300		Interest - Crescent Fire	-3,188.53	-4,708.25	-3,500.00	-3,500.00	-4,863.51	1,363.51	139.	0.00	0.00
90320		Rent - Building (Room)	-1,875.00	-2,585.00	-6,000.00	-6,000.00	-5,200.00	-800.00	86.7	0.00	0.00
90321		Rent - RadioTower	-32,659.38	-35,039.59	-34,000.00	-34,000.00	-31,714.72	-2,285.28	93.3	0.00	0.00
90325		Rent - Tower	0.00	0.00	-199.00	-199.00	-199.56	0.56	100.	0.00	0.00

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal	
90601		St HOPTR-Secured/Unsec	-5,477.66	-5,470.40	-5,500.00	-5,500.00	-2,647.09	-2,852.91	48.1	0.00	0.00	-5,500.00
90741		RPTTF Pass Thru	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90760		FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90761		Cal-Fire Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90761	099	Cal-Fire Grant - Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90762		EMPG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91060		Charges for Services Rendered	0.00	-53,042.12	0.00	0.00	-55,479.54	55,479.54	0	0.00	0.00	0.00
91061		Fire Protection Contract	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91120		Annuity Forfeiture	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91122		Misc. Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91123		Miscellaneous Receipts	-27.00	-11,128.49	-100.00	-100.00	-4,812.06	4,712.06	4812	0.00	0.00	-100.00
91124		Training Officer Reimb-City	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91125		Janitorial Reimb-City	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91230		Note proceed-County	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91231		Debt Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91300		Sale of Fixed Assets	0.00	-20,000.00	0.00	0.00	-37,104.14	37,104.14	0	0.00	0.00	0.00
			-663,685.78	-1,027,052.41	-940,803.00	-940,803.00	-893,762.80	-47,040.20		0.00	0.00	
		Net Cost	-115,869.56	-434,110.85	885,243.00	885,243.00	-493,059.12	1,378,302.12		0.00	0.00	



CRESCENT FIRE PROTECTION DISTRICT

255 W. WASHINGTON BLVD. CRESCENT CITY, CA 95531
office: 707- 464-2421

RESOLUTION NO. 23– 001

RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENT FIRE PROTECTION DISTRICT ADOPTING THE 2023 – 2024 FINAL FISCAL BUDGET

WHEREAS, The Board of Directors has established a District Operations commitment to provide an effective level of fire protection and other emergency services to taxpayers of the District, and

WHEREAS, The Board of Directors has established a co-relating commitment for capital improvements and services,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Crescent Fire Protection District, has approved and adopted the 2023-2024 fiscal budget of \$1,147,725 (*one million, one hundred forty-seven thousand dollars, seven hundred twenty-five dollars*) to provide fire protection and other emergency services. The deficient to come out of the District's fund balance.

APPROVED and ADOPTED this 14th day, of August 2023, by the following votes:

AYES:

NOES:

ABSENT:

Jim Nelson, Chairman of the Board

ATTEST:

Vanessa Duncan, Clerk of the Board

**Attachment:
FY 23/24 Budget**

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal
Salaries & Benefits											
10010		Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10015		Volunteers	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10017		Unemp - Fica	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10020		Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10030		Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
10031		Workers Comp Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Services & Supplies											
20110		Clothing & Pers Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20120		Communications	2,632.63	2,289.67	3,500.00	3,500.00	2,109.97	1,390.03	60.3	0.00	0.00
20130		Food - Rehab	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20140		Household Expense	2,047.20	2,042.29	11,700.00	11,700.00	1,123.81	10,576.19	9.6	0.00	0.00
20150		Insurance	19,438.75	18,339.00	18,573.00	18,573.00	18,573.00	0.00	100	0.00	0.00
20155		Insurance-Liability	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20156		Insurance-Property	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20170		Maint-Equipment	684.12	641.91	2,000.00	2,000.00	473.16	1,526.84	23.7	0.00	0.00
20171		Radio Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20172		Maint-Fireboat	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20173		Maint-Vehicles	8,257.00	7,178.96	7,500.00	7,500.00	7,295.79	204.21	97.3	0.00	0.00
20180		Maint-Struc, Imp Ground	4,230.60	1,575.65	15,000.00	15,000.00	12,114.58	2,885.42	80.8	0.00	0.00
20190		Medical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20200		Membership	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20205		Licenses & Fees	0.00	242.46	0.00	24.00	23.49	0.51	97.9	0.00	0.00
20220		Office Expense	3,974.92	26.48	500.00	500.00	147.01	352.99	29.4	0.00	0.00
20227		Dues/Subscriptions	0.00	839.90	250.00	250.00	149.90	100.10	60.0	0.00	0.00
20230		Professional Services	129,228.64	51,983.96	70,100.00	70,100.00	39,883.69	30,216.31	56.9	0.00	0.00
20231		Prof Svcs-FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20232		Professional Serv-Medical	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
20233		Prof Svcs-Legal	5,375.00	27,478.45	10,000.00	10,000.00	9,635.50	364.50	96.4	0.00	0.00
20234		Prof Svcs-City	326,118.00	337,184.40	699,740.00	696,216.00	266,256.34	429,959.66	38.2	0.00	0.00
20235		Prof Svcs - Dispatch Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal	
20236		Prof Svcs - Training Officer	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20240		Publ & Legal Notices	546.63	320.41	300.00	300.00	40.05	259.95	13.4	0.00	0.00	300.00
20250		Lease - Cell Tower	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20260		Lease-Copier	2,272.96	2,287.98	2,500.00	2,500.00	1,924.46	575.54	77.0	0.00	0.00	2,500.00
20260	870	Rent-Mitel Phone System	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20270		Minor Equipment	0.00	5,121.10	1,000.00	1,000.00	0.00	1,000.00	0	0.00	0.00	1,000.00
20271		Small Tools	6.64	502.74	1,000.00	4,500.00	3,819.83	680.17	84.9	0.00	0.00	4,500.00
20280		Special Departmental Exp	0.00	2,188.40	0.00	0.00	-1,871.20	1,871.20	0	0.00	0.00	0.00
20281		Spec Dept Exp-F/F Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20282		Spec Dept Exp - Explorer Program	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20285		Spec Dept Exp - Recognition	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20290		Travel & Training	0.00	1,203.84	2,000.00	2,000.00	91.43	1,908.57	4.6	0.00	0.00	2,000.00
20292		Training	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
20293		FF Incentives/Reimbursements	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	100	0.00	0.00	20,000.00
20297		Fuel	0.00	0.00	2,500.00	2,500.00	496.52	2,003.48	19.9	0.00	0.00	2,500.00
20300		Utilities - Electric	10,717.64	10,371.32	14,000.00	14,000.00	8,188.24	5,811.76	58.5	0.00	0.00	14,000.00
20301		Utilities - Gas	8,922.06	10,393.15	12,000.00	12,000.00	7,280.51	4,719.49	60.7	0.00	0.00	12,000.00
20302		Utilities - Water	3,363.43	3,329.95	3,500.00	3,500.00	3,297.60	202.40	94.2	0.00	0.00	4,500.00
			547,816.22	505,542.02	897,663.00	897,663.00	401,053.68	496,609.32		0.00	0.00	

Other Charges

30411		Rtrment Long Term Lease	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30412		Retirement Long Term Lease-	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30413		Retirement Long Term Lease -	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30441		Interest	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30442		Rtrmnt Long Term Lease Trk Int	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30460		Settlement - County	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
30480		Tax & Assessments	0.00	78.00	78.00	78.00	0.00	78.00	0	0.00	0.00	0.00
30500		Department Allotment	0.00	0.00	928,305.00	888,305.00	-350.00	888,655.00	0.0	0.00	0.00	1,524,111.00
30520		Church Tree Hydrant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
			0.00	78.00	928,383.00	888,383.00	-350.00	888,733.00		0.00	0.00	

Fixed Assets

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal
40610		Structures	0.00	81,363.23	0.00	0.00	0.00	0.00	0	0.00	0.00
40610	200	Building & Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40611		Cooper Station Renovation	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620		Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	400	Training Computer	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	500	Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	501	Equipment - FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	510	Fire Hydrants	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40620	600	Truck	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
40621		Truck	0.00	5,958.31	0.00	40,000.00	0.00	40,000.00	0	0.00	0.00
			0.00	87,321.54	0.00	40,000.00	0.00	40,000.00		0.00	0.00

Intra/Inter Fund Transfers

72000	870	Internal Financing - Mitel Phone	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
72100	870	Internal Financing - Interest	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00

Other Charges

81000		Approp For Contingencies	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
81002		Reserve - Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
		Total Expenditures	547,816.22	592,941.56	1,826,046.00	1,826,046.00	400,703.68	1,425,342.32		0.00	0.00

Revenues

90010		Property Tax - Secured	-347,721.60	-354,114.94	-321,000.00	-321,000.00	-347,581.66	26,581.66	108.	0.00	0.00
90011		Prop Tax - Supplemental	-7,497.95	-14,248.20	-2,600.00	-2,600.00	-8,487.24	5,887.24	326.	0.00	0.00
90020		Property Tax - Unsecured	-7,025.23	-7,564.88	-6,500.00	-6,500.00	-8,457.67	1,957.67	130.	0.00	0.00
90091		Yield Tax	-15.18	-14.33	0.00	0.00	-9.35	9.35	0	0.00	0.00
90140		Assessment Fees	-258,198.25	-519,136.21	-561,404.00	-561,404.00	-387,206.26	-174,197.74	69.0	0.00	0.00
90300		Interest - Crescent Fire	-3,188.53	-4,708.25	-3,500.00	-3,500.00	-4,863.51	1,363.51	139.	0.00	0.00
90320		Rent - Building (Room)	-1,875.00	-2,585.00	-6,000.00	-6,000.00	-5,200.00	-800.00	86.7	0.00	0.00
90321		Rent - RadioTower	-32,659.38	-35,039.59	-34,000.00	-34,000.00	-31,714.72	-2,285.28	93.3	0.00	0.00
90325		Rent - Tower	0.00	0.00	-199.00	-199.00	-199.56	0.56	100.	0.00	0.00

Department Budget Report

5/5/2023 8:50:40 AM

Fund: 409 Crescent Fire Protection
 Dept: 065 Crescent Fire Protection

Line	Proj	Description	2 FY Ago	Prev FY Actual	Adopted	Revised	YTD Exp	Balance	% 23/24	Dept Req	Aud Proposal	
90601		St HOPTR-Secured/Unsec	-5,477.66	-5,470.40	-5,500.00	-5,500.00	-2,647.09	-2,852.91	48.1	0.00	0.00	-5,500.00
90741		RPTTF Pass Thru	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90760		FEMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90761		Cal-Fire Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90761	099	Cal-Fire Grant - Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
90762		EMPG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91060		Charges for Services Rendered	0.00	-53,042.12	0.00	0.00	-55,479.54	55,479.54	0	0.00	0.00	0.00
91061		Fire Protection Contract	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91120		Annuity Forfeiture	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91122		Misc. Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91123		Miscellaneous Receipts	-27.00	-11,128.49	-100.00	-100.00	-4,812.06	4,712.06	4812	0.00	0.00	-100.00
91124		Training Officer Reimb-City	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91125		Janitorial Reimb-City	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91230		Note proceed-County	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91231		Debt Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00
91300		Sale of Fixed Assets	0.00	-20,000.00	0.00	0.00	-37,104.14	37,104.14	0	0.00	0.00	0.00
			-663,685.78	-1,027,052.41	-940,803.00	-940,803.00	-893,762.80	-47,040.20		0.00	0.00	
		Net Cost	-115,869.56	-434,110.85	885,243.00	885,243.00	-493,059.12	1,378,302.12		0.00	0.00	

STAFF REPORT – Mutual Aid Response Agreement with California Department of Corrections and Rehabilitation

RECOMMENDATION

1. Receive staff report
2. Take public comment
3. Board Discussion
4. Consider resolution

BACKGROUND

Crescent City Fire & Rescue (CCFR) utilizes mutual aid during times of natural disaster and other emergency incidents from various mutual aid response resources. One response partner is the California Department of Correction and Rehabilitation/Pelican Bay State Prison Fire Department (PBSPFD). This mutual aid response assistance has been in place for many years, primarily benefitting CCFR and the citizens of our community.

During times when CCFR resources are depleted due to incident commitment, multiple incidents, or when additional resources are required, PBSPFD has responded either directly to the scene or to a fire station to provide coverage to the community. This assistance can respond quickly into our community. PBSPFD is requested through dispatch, however they also monitor the County dispatch frequency. Additionally, four of five supervising members of PBSPFD are current members of CCFR, which aids in response district familiarity and emergency scene suppression tactics. CCFR is also a response resource for PDSFPD should assistance be necessary at the prison facility. There is far less chance of this response as shown through the years.

Recently, California Department of Corrections and Rehabilitation has required their facilities to establish mutual aid response agreements with those departments with which they have already worked mutual aid.

FISCAL IMPACT

There is no foreseeable fiscal impact through the signing of this agreement. Crescent City Fire & Rescue and the members of the community benefit from the agreement, as CCFR requests the services of fire personnel at Pelican Bay routinely to assist at fires or to cover, and Pelican Bay rarely requests assistance from CCFR.

ATTACHMENTS

1. State of California Standard Agreement Cover Sheet
2. Mutual Aid Agreement Memorandum of Understanding

3. CCC 04/2017 Certification
4. District Resolution 23-002 for Authorizing Execution of a Fire Protection Mutual Aid Agreement

DIVISION OF ADMINISTRATIVE SERVICES

OFFICE OF BUSINESS SERVICES

9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

June 27, 2023

Crescent City Fire and Rescue
Kevin Carey, Fire Chief
255 W. Washington Blvd.
Crescent City, CA 95531

Dear Kevin Carey

AGREEMENT NUMBER: C5611529
SERVICE: FIRE PROTECTION MEMORANDUM OF UNDERSTANDING (MOU)
AGREEMENT- MUTUAL AID

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This Agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, the California Department of Corrections and Rehabilitation (CDCR).** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items dated and signed with an **original DocuSign** by an authorized representative.

Copies of the following document(s) must be returned to CDCR's Office of Business Services (OBS) before this Agreement can be sent to DGS for approval.

Certificate of Insurance

- All self-insured public entities **MUST** provide proof of self-insurance as specified under the Agreement.

Contractor Certification Clauses (04/2017)

An original, signed copy of the CCC must be returned with the one signed STD 213, the attached exhibits and any other requested documentation. Failure to submit a signed CCC will delay approval of this Agreement. If you do not have Internet access, you may

Crescent City Fire and Rescue
Page 2

request a hard copy of the CCC by contacting the contract analyst at the telephone number listed in the last paragraph of the letter.

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

All documentation must be returned to CDCR, OBS, at the following address:

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: LaCreshia Tolefree
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

OR email: lacreshia.tolefree@cdcr.ca.gov

If you have any questions or need assistance, do not hesitate to contact me at (279) 223-1556 or via email at lacreshia.tolefree@cdcr.ca.gov

Sincerely,

LaCreshia Tolefree
LaCreshia Tolefree
Contract Analyst
Institution Services Contracts Unit
Contracts Management Branch

Enclosure(s)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5611529

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR NAME

Crescent City Fire and Rescue

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A-1	Operational Area Map	1
Exhibit B	CDCR 2301 PREA Policy Information for Volunteers and Contractors	3
+ - + -	Exhibit C * General Terms and Conditions	GTC 04/2017
+ -	Exhibit D Special Terms and Conditions for Public Entity Agreements	14

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Crescent City Fire and Rescue

CONTRACTOR BUSINESS ADDRESS

255 W. Washington Blvd

CITY

Crescent City

STATE

CA

ZIP

95531

PRINTED NAME OF PERSON SIGNING

KEVIN CAREY

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C5611529

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

SAMANTHA BRUTON

TITLE

Section Chief, Institution Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval, per DGS Exemption Letter #CDCR5.1

**MEMORANDUM OF UNDERSTANDING
THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)
PELICAN BAY STATE PRISON
AND
CRESCENT CITY FIRE AND RESCUE**

This Agreement is executed July 1, 2023 in the State of California between the Crescent City Fire and Rescue (CCFR) and the California Department of Corrections and Rehabilitation (CDCR), Pelican Bay State Prison (PBSP).

1. OBJECTIVES

To make resources of the CDCR, PBSP, and the CCFR available to prevent and combat the effect of disasters that may result from such calamities as storms, floods, fire, earthquake, war, sabotage, and riot.

Each of the parties hereto should voluntarily aid and assist each other if a disaster should occur, by the interchange of services and facilities services including but not limited to fire, rescue, relief, and communications to cope with the problems of rescue, relief, and evacuation arising in the event of a disaster.

It is necessary and desirable that a cooperative Agreement be executed for the interchange of such mutual aid on a local basis.

2. RESPONSE PLAN

A. RESPONSE AREA SPECIFICS

The response area covered under the general guidelines of this Agreement is not to exceed the boundaries within the Operational Area. (Refer to Exhibit A-1, Operational Area Map).

In the event resources are needed outside the local Operational Area, a notification must be made to the responding party's Emergency Operations Coordinator.

B. GUIDELINES GOVERNING RESPONSE

Upon requests for mutual aid assistance, the requested agency will send equipment, personnel, and other resources as available to any area within the Operational Area. The authority in charge of the agency called for assistance shall be the sole judge of how much assistance can be furnished under the circumstances in each particular case. It is agreed that neither party in this Agreement shall be liable in any way to the other, or its inhabitants, or any other person, firm, or corporation for failure to assist as requested.

C. RESOURCE AVAILABILITY

If resources are unavailable for a response, notification shall be made to the appropriate emergency operations center and/or local agency. Once resources are

restored and available for response, notification shall be made to the appropriate emergency operation centers and/or local agencies to indicate availability.

D. TYPES OF RESPONSES COVERED

The base premise of this plan assumes that any specific resources identified by this plan to be dispatched are available and in their respective normally assigned response area. Should this not be the case at the time of the dispatch, the resources dispatched by either agency will be the closest available resources.

E. PROTECTIVE CLOTHING

It shall be the responsibility of the agency sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations (CCR), Title 8, Article 10.1., Section 3401 through 3410.

F. COMMUNICATIONS CAPABILITIES

It shall be the responsibility of the jurisdiction sending requested resources to ensure that responding personnel and equipment have adequate communication capability and that such communications be interoperable.

Interoperability is defined as a 136-174 Megahertz VHF handheld radio with the capabilities of communication with the Fortuna Interagency Communications Center. The parties shall, in advance of any operation under this Agreement, agree on such communications protocols as they may agree.

G. DISPATCH

Any dispatch of equipment and personnel according to this Agreement is subject to the following condition:

Any request for mutual aid hereunder shall be written or verbal and will include a statement of the requested resources and shall specify the location of the response. A verbal request shall be made by contacting PBSP's Central Control at (707) 465-9111 which is monitored 24 hours a day, 7 days a week.

H. CONTROL OF RESOURCES

Responding mutual aid units will come under the direction of the Incident Commander within whose jurisdiction the emergency has occurred; however, the providing jurisdiction shall supervise and direct their personnel and equipment as far as possible, consistent with the direction of the Incident Commander.

I. RELEASE OF RESOURCES

A responding agency shall be released by the requesting organization when, in the judgment of the Incident Commander, the services of the responding party are no longer needed. The responding agency may be recalled by its Fire Chief and/or its

designated representative if, in their opinion, a need exists for the responding party to render services within the agency's normal service area.

3. CIVIL RIGHTS

The extension of benefits under the provisions of this Agreement shall be without discrimination as to age, handicap, race, creed, sex, or national origin.

4. NONDISCRIMINATION

The parties of this Agreement shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in the hiring of persons with disabilities; (d) The Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.); and (e) USDA 9 AR, Title VI Implementation Regulations.

5. AMENDMENTS

This Agreement may only be amended by written mutual consent of the parties hereto.

6. TERMINATION

This Agreement shall remain in effect until June 30, 2028. It may be terminated by any one of the parties hereto upon a thirty (30) day notice in writing to the other party.

7. COMPENSATION

No party to this Agreement will be required to pay any monetary compensation to any other party to this Agreement for services rendered hereunder, the mutual advantage and protection afforded by this Agreement being considered adequate compensation to all parties.

The party receiving aid will be responsible for providing supplies and materials, such as gasoline, oil, food, and water for on-site use of equipment, and for the personnel who are engaged in providing aid hereunder.

This Agreement is intended to cover day-to-day mutual aid only and shall be of no effect at times when the State of California, Master Mutual Aid Agreement becomes operative.

8. INDEMNITY

Each party, in consideration of this Agreement to provide emergency assistance, does waive all claims against the other party for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of the performance under this Agreement.

The parties hereto agree that PBSP, its inmates, agents, employees, and officers shall not be considered an employee or agents of CCFR in the performance of this Agreement. In addition, it is mutually agreed that PBSP and/or its inmates will not be used to replace or be used in place of CCFR employees.

The parties hereto agree that CCFR, its agents, employees, and officers shall not be considered an employee or agents of PBSP in the performance of this Agreement.

It is recognized that the interests herein are mutual and the Agreement is entered into for the common good of the general public and CDCR of the parties hereto, and for strictly governmental purposes.

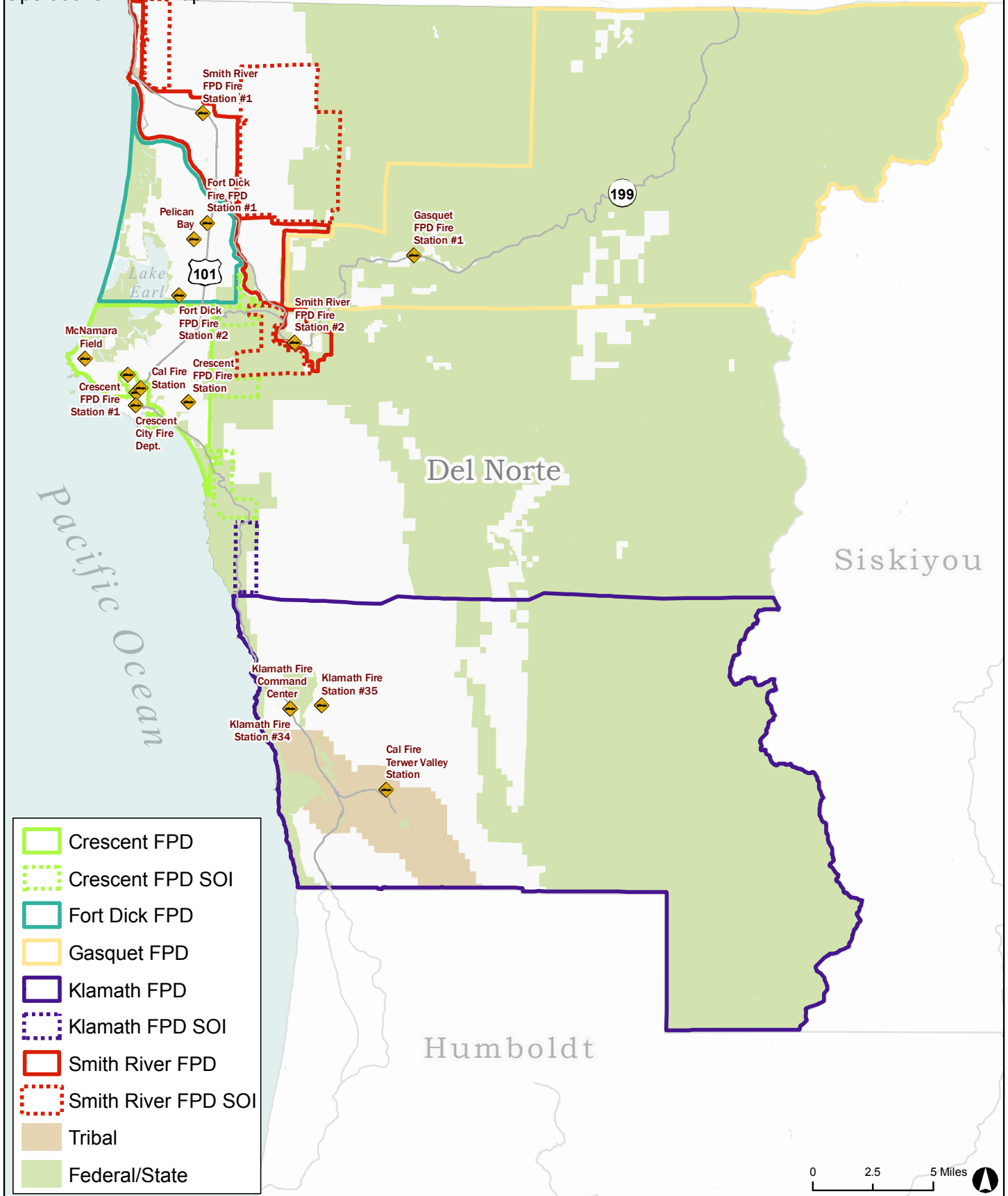
9. CDCR CONTACT INFORMATION

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

- **Contractor Representative:**
Kevin Carey, Fire Chief
707-464-2421
kcarey@crescentcity.org
- **Contract Representative:**
Sara Flores, Business Service Officer I, PBSP
Phone Number: (707) 465-1000 Extension 5231
Email: sara.flores1@cdcr.ca.gov
- **CDCR Emergency Operations Coordinator:**
Ryan Wakefield, Fire Chief/Safety Officer PBSP
Phone Number: (707) 465-9105
Email: ryan.wakefield@cdcr.ca.gov
- **General Agreement Issues:**
Office of Business Services
Phone Number: (916) 255-5624
FAX Number: (916) 255-6187

Crescent City Fire & Rescue
California Department of Corrections and Rehabilitation (CDCR)
Operational Area Map

Agreement Number C5611529
Exhibit A-1



DEL NORTE REGIONAL FIRE PROTECTION DISTRICTS



The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Crescent City Fire and Rescue
California Department of Corrections and Rehabilitation (CDCR)
CDCR 2301 PREA Policy Information for Volunteers and Contractors
CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

Agreement Number C5611529
Exhibit B

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

Crescent City Fire and Rescue
California Department of Corrections and Rehabilitation (CDCR)
CDCR 2301 PREA Policy Information for Volunteers and Contractors
CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

Agreement Number C5611529
Exhibit B

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
 Yes No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
 Yes No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information

reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be

reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their

employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

17. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor’s employee(s) upon their departure or termination.

19. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

20. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

21. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

22. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460

of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

23. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

24. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

25. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

26. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

27. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

All self-insured public entities MUST provide proof of self-insurance as specified under the Agreement.

28. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract

Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

29. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

30. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177,

3288, 4696, and 4697: WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

31. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

32. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

33. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates

of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

34. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

35. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Certificate Of Completion

Envelope Id: 5724868123CB40D2BEAA079809F8EEEE8	Status: Sent
Subject: Complete with DocuSign: STD 213 - Standard Agreement_MOU.pdf	
Source Envelope:	
Document Pages: 31	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lacreshia Tolefree
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1940 Birkmont Drive
	Rancho Cordova, CA 95742
	lacreshia.tolefree@cdcr.ca.gov
	IP Address: 153.48.247.160

Record Tracking

Status: Original	Holder: Lacreshia Tolefree	Location: DocuSign
6/27/2023 3:20:54 PM	lacreshia.tolefree@cdcr.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: CDCR DocuSign Parent Account	Location: DocuSign

Signer Events

Signature	Timestamp
Kevin Carey kcarey@crescentcity.org Security Level: Email, Account Authentication (None)	Sent: 6/27/2023 4:06:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
Vanessa Duncan vduncan@crescentcity.org Security Level: Email, Account Authentication (None)	Sent: 6/27/2023 4:06:15 PM Viewed: 6/27/2023 4:42:21 PM
	
Using IP Address: 68.116.54.178	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 6/27/2023 4:06:16 PM
Certified Delivered	Security Checked 6/27/2023 4:42:21 PM

Payment Events

Status	Timestamps
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CRESCENT FIRE PROTECTION DISTRICT

255 W. WASHINGTON BLVD
CRESCENT CITY, CA 95531
OFFICE: (707) 464-2421

RESOLUTION NO. 23-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENT FIRE PROTECTION DISTRICT AUTHORIZING EXECUTION OF A FIRE PROTECTION MUTUAL AID AGREEMENT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION/PELICAN BAY STATE PRISON FIRE DEPARTMENT

WHEREAS, the Crescent Fire Protection District is served by the volunteer firefighters' organization, known as Crescent City Fire & Rescue; and

WHEREAS, the Crescent Fire Protection District and the greater Crescent City area are dependent upon the volunteerism of the men and women of our community to provide life-saving and fire-suppression services; and

WHEREAS, there are times where response to natural disaster and emergency incidents may overwhelm the resources available from Crescent City Fire & Rescue, requiring additional assistance from neighboring emergency response resources; and

WHEREAS, Crescent City Fire & Rescue and California Department of Corrections and Rehabilitation/Pelican Bay State Prison Fire Department have maintained a solid working relationship through past mutual aid response events for natural disasters and emergency incidents over several years, and

WHEREAS, Crescent City Fire & Rescue requires continued mutual aid assistance be available as necessary from Pelican Bay State Prison Fire Department, and

NOW, THEREFORE, the Board of Directors of the Crescent Fire Protection District hereby authorizes the Fire Chief to execute the Agreement for Fire Protection Mutual Aid, Agreement Number C5611529 with the California Department of Corrections and Rehabilitation/Pelican Bay State Prison Fire Department.

PASSED AND ADOPTED by the Board of Directors of the Crescent Fire Protection District on this 14th day of August 2023 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jim Nelson, Board Chair

ATTEST:

Vanessa Duncan, Board Secretary

Crescent City Fire & Rescue

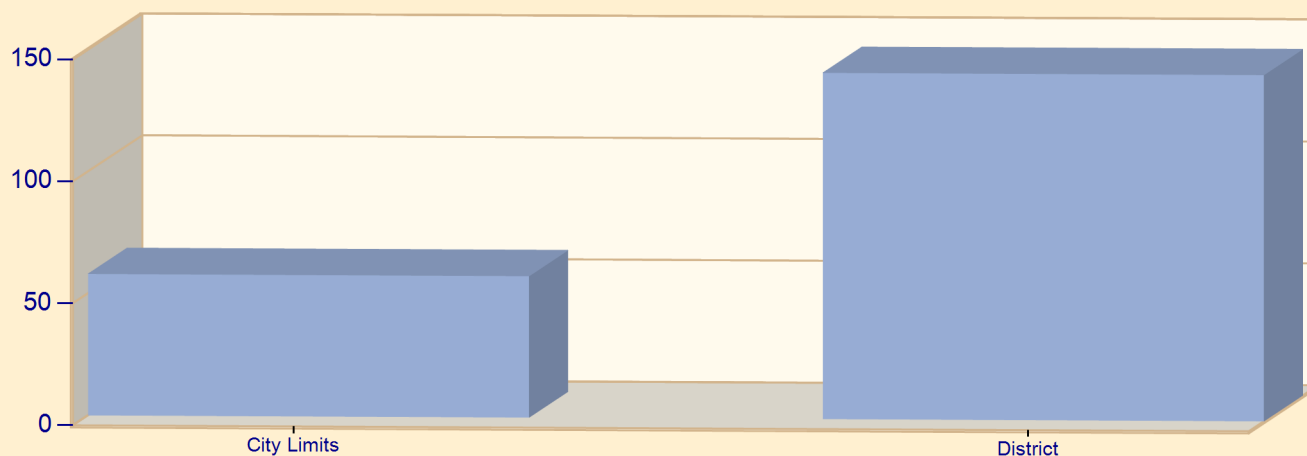
Crescent City, CA

This report was generated on 8/11/2023 2:05:25 PM



Incident Type Count per Zone for Date Range

Start Date: 06/01/2023 | End Date: 06/30/2023



ZONES	INCIDENT TYPE	COUNT
City Limits - City Limits		
	118 - Trash or rubbish fire, contained	1
	151 - Outside rubbish, trash or waste fire	1
	311 - Medical assist, assist EMS crew	36
	322 - Motor vehicle accident with injuries	1
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	445 - Arcing, shorted electrical equipment	1
	561 - Unauthorized burning	7
	611 - Dispatched & cancelled en route	6
	622 - No incident found on arrival at dispatch address	2
	631 - Authorized controlled burning	2
	<i>Total Incidents for City Limits - City Limits:</i>	58
District - District		
	111 - Building fire	1
	118 - Trash or rubbish fire, contained	2
	122 - Fire in motor home, camper, recreational vehicle	4
	131 - Passenger vehicle fire	3
	140 - Natural vegetation fire, other	1
	141 - Forest, woods or wildland fire	2
	142 - Brush or brush-and-grass mixture fire	6
	143 - Grass fire	1

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



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Doc Id: 1404

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ZONES	INCIDENT TYPE	COUNT
	150 - Outside rubbish fire, other	2
	154 - Dumpster or other outside trash receptacle fire	1
	311 - Medical assist, assist EMS crew	65
	322 - Motor vehicle accident with injuries	4
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	4
	412 - Gas leak (natural gas or LPG)	1
	440 - Electrical wiring/equipment problem, other	1
	444 - Power line down	1
	561 - Unauthorized burning	9
	611 - Dispatched & cancelled en route	14
	622 - No incident found on arrival at dispatch address	8
	631 - Authorized controlled burning	5
	711 - Municipal alarm system, malicious false alarm	2
	735 - Alarm system sounded due to malfunction	1
	736 - CO detector activation due to malfunction	1
	743 - Smoke detector activation, no fire - unintentional	1
	744 - Detector activation, no fire - unintentional	1
	<i>Total Incidents for District - District:</i>	142
Total Count for all Zone:		200

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



Crescent City Fire & Rescue

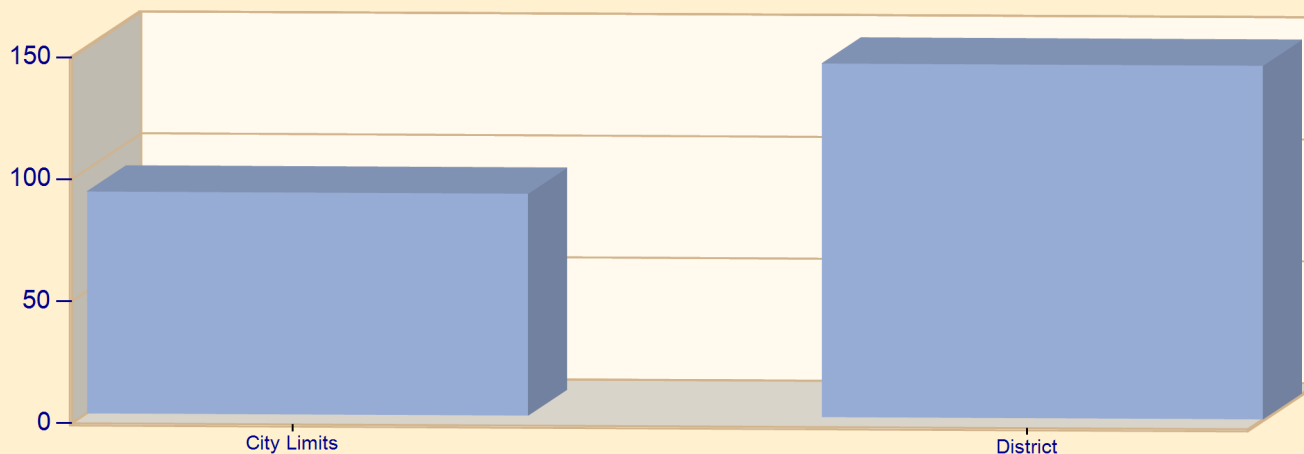
Crescent City, CA

This report was generated on 8/11/2023 2:05:46 PM



Incident Type Count per Zone for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023



ZONES	INCIDENT TYPE	COUNT
City Limits - City Limits		
	118 - Trash or rubbish fire, contained	2
	131 - Passenger vehicle fire	1
	140 - Natural vegetation fire, other	1
	141 - Forest, woods or wildland fire	2
	143 - Grass fire	1
	151 - Outside rubbish, trash or waste fire	1
	154 - Dumpster or other outside trash receptacle fire	3
	311 - Medical assist, assist EMS crew	36
	322 - Motor vehicle accident with injuries	1
	323 - Motor vehicle/pedestrian accident (MV Ped)	2
	324 - Motor vehicle accident with no injuries.	4
	461 - Building or structure weakened or collapsed	1
	553 - Public service	1
	561 - Unauthorized burning	15
	611 - Dispatched & cancelled en route	14
	622 - No incident found on arrival at dispatch address	2
	731 - Sprinkler activation due to malfunction	1
	733 - Smoke detector activation due to malfunction	3
	<i>Total Incidents for City Limits - City Limits:</i>	<i>91</i>
District - District		

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.



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Doc Id: 1404

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ZONES	INCIDENT TYPE	COUNT
	111 - Building fire	1
	118 - Trash or rubbish fire, contained	5
	121 - Fire in mobile home used as fixed residence	1
	131 - Passenger vehicle fire	2
	137 - Camper or recreational vehicle (RV) fire	1
	140 - Natural vegetation fire, other	1
	141 - Forest, woods or wildland fire	1
	142 - Brush or brush-and-grass mixture fire	5
	150 - Outside rubbish fire, other	2
	151 - Outside rubbish, trash or waste fire	7
	311 - Medical assist, assist EMS crew	59
	322 - Motor vehicle accident with injuries	1
	324 - Motor vehicle accident with no injuries.	2
	353 - Removal of victim(s) from stalled elevator	1
	411 - Gasoline or other flammable liquid spill	1
	441 - Heat from short circuit (wiring), defective/worn	1
	553 - Public service	2
	561 - Unauthorized burning	20
	611 - Dispatched & cancelled en route	13
	622 - No incident found on arrival at dispatch address	6
	631 - Authorized controlled burning	3
	661 - EMS call, party transported by non-fire agency	2
	671 - HazMat release investigation w/no HazMat	1
	711 - Municipal alarm system, malicious false alarm	1
	733 - Smoke detector activation due to malfunction	3
	743 - Smoke detector activation, no fire - unintentional	1
	745 - Alarm system activation, no fire - unintentional	2
	<i>Total Incidents for District - District:</i>	145
Total Count for all Zone:		236

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

