

**BEFORE THE BOARD OF DIRECTORS OF THE
(Newberry Community Services District)
COUNTY OF (San Bernardino), STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION NO: 77-2021
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
FOR SERVICES FROM 2021 TO 2024

BE IT RESOLVED by the Board of Directors of the (Newberry Community Services District) that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated (July 1, 2021). This agreement provides (Dispatch Only) during the State fiscal year (2021/2024).

BE IT FURTHER RESOLVED that the () of said Board be and hereby is authorized to sign and execute said agreement on behalf of the (Newberry Community Services District).

The foregoing resolution was duly passed and adopted by the Board of Directors of the (Newberry Community Services District) at a regular meeting thereof, held on the ___ day of _____ Month ____, Year by the following vote:

AYES:

NOES:

ABSENT:

Signature, Board of Directors Member

Print Name and Title

~~~~CERTIFICATION OF RESOLUTION~~~~

ATTEST:

I \_\_\_\_\_, Clerk of the (Newberry Community Services District), California do hereby certify that this is a true and correct copy of the original

Resolution No. \_\_\_\_\_.

WITNESS MY HAND OR THE SEAL OF THE (Newberry Community Services District), on this \_\_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_, Year.

\_\_\_\_\_  
Signature  
(President)  
(Newberry Community Services District)

**SEAL OR NOTARY CERTIFICATON**

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

|                      |                   |               |                                      |
|----------------------|-------------------|---------------|--------------------------------------|
| CAL FIRE Unit Chief: | Shane Littlefield | Local Agency: | Newberry Community Services District |
| Name:                | San Bernardino    | Name:         |                                      |
| Phone:               | (909) 881-6900    | Phone:        | (760) 257-3613                       |
| Fax:                 | (909) 881-6969    | Fax:          | (760) 257-4314                       |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

|                      |                                                   |               |                                             |
|----------------------|---------------------------------------------------|---------------|---------------------------------------------|
| CAL FIRE Unit Chief: | Shane Littlefield                                 | Local Agency: | Newberry Community Services District        |
| Section/Unit:        | San Bernardino                                    | Section/Unit: |                                             |
| Attention:           | Patrick Aguada                                    | Attention:    |                                             |
| Address:             | 3800 N. Sierra Way<br>San Bernardino, CA<br>92405 | Address:      | PO Box 206<br>Newberry Springs, CA<br>92365 |
| Phone:               | (909) 881-6900                                    | Phone:        | (760) 257-3613                              |
| Fax:                 | (909) 881-6969                                    | Fax:          | (760) 257-4314                              |

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

**EXHIBIT A**  
**SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

**1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

## **2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

## **3. BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.



- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §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.

Former State Employees (Public Contract Code §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 LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §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. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY 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.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'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.
23. **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.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY 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.
25. **AFFIRMATIVE ACTION.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Contractor Name: Newberry Community Services District

Contract No.: **3CA05224**

Page No.: 14

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contractor Name: Newberry Community Services District

Contract No.: **3CA05224**

Page No.: 16

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.





### NON-MEMBER'S CERTIFICATE OF COVERAGE

Issue Date  
7/1/2019

**Provider**  
Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



**Member**  
**Newberry Community Services District**  
Post Office Box 206  
Newberry Springs, California 92365

Member Number: 7047  
Certificate Number: 26

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

| Type of Coverage                                             | Policy Number    | Effective Date | Expiration Date | Limits                        |
|--------------------------------------------------------------|------------------|----------------|-----------------|-------------------------------|
| <b>General Liability</b><br>Bodily Injury<br>Property Damage | LCA-SDRMA-201819 | 7/1/2019       | 7/1/2020        | Per Occurrence<br>\$2,500,000 |
|                                                              |                  |                |                 |                               |

The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract agreement number 3CA02728 which provides dispatch services.

**Cancellation:** Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

|                    |                            |                             |                   |                                                                                                                                                   |
|--------------------|----------------------------|-----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate Dates: | Effective Date<br>7/1/2019 | Expiration Date<br>7/1/2020 | Certificate Type: | <input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee<br><input type="checkbox"/> Evidence of Coverage |
|--------------------|----------------------------|-----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

**Certificate Holder**  
State of California - CAL Fire  
Attn: Unit Chief  
3800 North Sierra Way  
San Bernardino, CA 92405

*Laura S. Gill*

Laura S. Gill - Chief Executive Officer



1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • [www.sdrma.org](http://www.sdrma.org)

*This endorsement changes the Liability Coverage Agreement. Please read it carefully.*

**COVERAGE PERIOD: 7/1/2019 through 7/1/2020**

**MEMBER AGENCY**

Newberry Community Services District  
Post Office Box 206  
Newberry Springs, California 92365

**ADDITIONAL COVERED PARTY**

State of California - CAL Fire  
Attn: Unit Chief  
3800 North Sierra Way  
San Bernardino, CA 92405

**This endorsement modifies the Liability Coverage Agreement provided under the following:**

General Liability - Bodily Injury - LCA-SDRMA-201819 - Per Occurrence - \$2,500,000

General Liability - Property Damage - LCA-SDRMA-201819 - Per Occurrence - \$2,500,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **Newberry Community Services District** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

*The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract agreement number 3CA02728 which provides dispatch services.*

Unless required by a contract between **Newberry Community Services District** and **State of California - CAL Fire**, coverage afforded by this **ENDORSEMENT** shall be excess and non-contributory with respect to any other valid and collectible insurance or risk financing providing coverage to **State of California - CAL Fire**, including any self-insured retention the **State of California - CAL Fire** may have, and any other insurance or risk financing providing coverage to the **State of California - CAL Fire** shall be considered primary to this coverage. If required by a contract between **Newberry Community Services District** and **State of California - CAL Fire**, the coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance or risk financing providing coverage to the **State of California - CAL Fire** including any self-insured retention the **State of California - CAL Fire** may have, and any other insurance or risk financing providing coverage to the **State of California - CAL Fire** shall be considered excess to this coverage. The coverage afforded by this **ENDORSEMENT** is afforded only with respect to liability arising out of the ongoing operations of the SDRMA Member named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the **State of California - CAL Fire** in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **Newberry Community Services District** shall not be reduced or canceled without 30 days written notice given to the **State of California - CAL Fire** via certified mail.

**THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.**

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one **Covered Party** against another **Covered Party** and the coverages afforded shall apply as though separate policies have been issued to each **Covered Party** except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2019

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

Signed by: \_\_\_\_\_

Laura S. Gill - Chief Executive Officer

**First Amended and Restated Agreement  
Between Silver Valley Unified School District and  
Newberry Community Services District**

This First Amended and Restated Agreement ("Agreement") is entered into this September 15, 2021, by and between the Silver Valley Unified School District ("District") and the Newberry Community Services District ("NCSD"). The District and NCSD may each be referred to herein as "Party" and collectively as the "Parties."

The Parties previously entered into the original agreement ("Original Agreement") in 1985 for a forty-year term, expiring in February 2025. The Parties now agree that NCSD shall hereby continue to occupy those certain premises located at 33713 Newberry Road, Newberry Springs, CA 92365 ("Premises") as further described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated herein, subject to the following covenants and conditions:

1. **Term**. The term hereof shall run for twenty (20) years ("First Extension Term") commencing September 15, 2021 ("Commencement Date"), and ending September 15, 2041 ("Expiration Date").
2. **Payment**. NCSD shall pay to District the sum of \$1.00 per year, payable in advance on January 2 of each year, with the first payment of \$1.00 due upon the execution of this Agreement.
3. **Purpose**. The Premises are to be used by NCSD for the provision of fire protection services and such other services as NCSD is authorized to provide, and for no other purpose, without prior written consent of the District. NCSD shall not use or permit the use of the Premises in a manner that is unlawful, creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises or neighboring premises or properties. NCSD shall obtain all necessary permits and approvals from appropriate governmental agencies as necessary for its occupancy and use of the Premises. NCSD is solely responsible for complying with and maintaining all permits and approvals.
4. **Premises & District Improvements**. NCSD shall be entitled to use the Premises as further described in Exhibit A and depicted in Exhibit B as further set forth in this Agreement, provided that District, with advance notice, may need to perform construction or make other changes to the Premises. Such changes may require the temporary or permanent relocation of NCSD's operations to a different building or facility. Should any District changes to the Premises be necessary that would displace NCSD before expiration of the Extension Term, District agrees to provide similar alternate facilities to NCSD for the period of any displacement. District shall provide no less than sixty (60) days advance notice prior to any change in NCSD's location. Any relocation under this provision shall not impact the existing terms of this Agreement unless otherwise agreed to in writing by the Parties.

5. **Access to Property.** District hereby grants to NCSD a right of access to use the Premises for the purpose set out herein.
6. **Provision of Water.** The Parties acknowledge that, as of the date of this Agreement, the District is providing water to NCSD free of charge. The District reserves the right to charge NCSD for future water usage, even if the amount of water used by NCSD does not change, on terms and conditions to be negotiated by the Parties at that time.
7. **Items of Default.** It shall be considered a default hereunder, and District may declare this Agreement terminated if NCSD shall fail to pay the annual fee set forth above or fail to use the Premises in the manner set out herein after 30-days' notice to the NCSD of such default.
8. **Compliance with Law.** NCSD shall conduct its business operations to provide fire services and shall use the Premises in compliance with all federal, state, and local laws, regulations, ordinances, requirements, permits and approvals applicable to the Premises. NCSD shall not use or occupy the Premises in violation of any law or regulation, and shall, upon five (5) days' written notice from District, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law.
9. **Condition.** At the commencement of the term, NCSD shall accept the Premises, improvements, and any equipment in their existing condition and state of repair. NCSD agrees that no statements, representations, or warranties, expressed or implied, have been made by or on behalf of District in respect thereto except as contained in the provisions of this Agreement. District shall in no event be liable for any latent defects.  
  
At the end of this Agreement or any extension thereof, NCSD agrees to surrender the Premises to District in good order and condition, reasonable wear and tear excepted. NCSD shall remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by NCSD, and shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.
10. **Improvements.** NCSD shall not make, or cause to be made, any improvement, alteration, addition, or physical change of whatever nature, to the Premises or to the grounds, without first submitting a written request to do so and receiving written approval thereof from District. The cost of such improvements, alterations, additions, or physical changes shall be borne by NCSD.
11. **Insurance.** NCSD shall provide District with evidence of public liability insurance in an amount deemed sufficient by SVUSD to provide indemnification as set out herein, and District shall be named as an additional insured on such policy.
12. **Indemnification.** NCSD shall indemnify, protect, defend and hold harmless the District and its agents, Governing Board and officers, and lenders, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits,

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates specified above their respective signatures.

On: September 14, 2021

**SILVER VALLEY UNIFIED SCHOOL DISTRICT**

By:  \_\_\_\_\_  
Jesse M. Najera, Superintendent

On: \_\_\_\_\_, 2021

**NEWBERRY SPRINGS COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Jodi Howard, General Manager

attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving or in connection with, the occupancy of the Premises by NCSD, the conduct of NCSD's business, any act, omission or neglect of NCSD, its agents, contractors, employees or invitees, including, without limitation, NCSD's failure to comply with applicable zoning laws, and out of any default or breach by NCSD in the performance in a timely manner of any obligation on NCSD part to be performed under this Agreement. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against District) litigated and/or reduced to judgment. In case any action or proceeding be brought against District by reason of any of the foregoing matters, NCSD upon notice from District shall defend the same at NCSD's expense by counsel reasonably satisfactory to District and District shall cooperate with NCSD in such defense. District need not have first paid any such claim in order to be so indemnified.

**13. Assignment/Modification.** This Agreement shall be binding upon the District and NCSD and upon their respective successors, executors, administrators, and assigns. Neither the District or NCSD may assign or transfer their respective rights or interests under this Agreement without the written consent of the other. This Agreement may only be amended in a writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties.

**14. Attorney's Fees.** Should either party to this Agreement be required to bring an action to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court.

**15. Waiver.** No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

DISTRICT AND NCSD HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF DISTRICT AND NCSD WITH RESPECT TO THE PREMISES.

*[Signatures on next page.]*

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

E. I. LOVEJOY  
LICENSED SURVEYOR - REGISTERED CIVIL ENGINEER  
P.O. BOX 308  
NEWBERRY SPRINGS, CALIFORNIA 92365

\*\*\*\*\*

419 287-3823

Dec. 7, 1984

LEGAL DESCRIPTION  
Of land to be leased to the  
Newberry Community Services  
by the Silver Valley Unified  
School District.

The Northerly 120.50 feet of the Westerly 370.00 feet of  
the South one-half of the Southwest one-quarter of the  
Southwest one-quarter of Section 15, Township 9 North,  
Range 3 East, San Bernardino Meridian Meridian, according  
to the official Government Plat thereof.

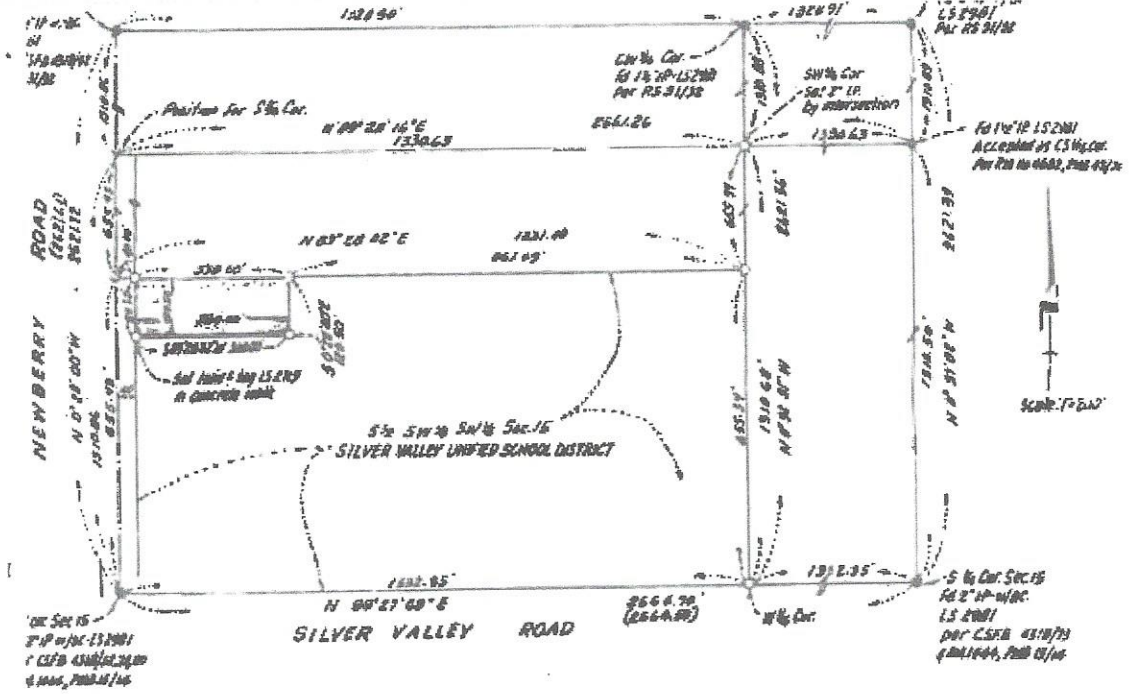
EXCEPT the westerly 40 feet thereof.

  
Eric I. Lovejoy-DS 2719

Note: As shown on map recorded Nov. 20, 1984  
as Record of Survey Book 53, Page 79.



**EXHIBIT B**  
**DEPICTION OF PROPERTY**



**SILVER VALLEY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 21-22-07**

**APPROVING FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT AND NEWBERRY COMMUNITY  
SERVICES DISTRICT**

**WHEREAS**, the Silver Valley Unified School District (“District”) is the owner of certain real property located at 33713 Newberry Rd, Newberry Springs, CA 92365 (“Premises”);

**WHEREAS**, the District and the Newberry Community Services District (“NCSD”) previously entered into an agreement, approved by this Board on January 10, 1985, through which the District granted NCSD use of the Premises for NCSD to operate a fire station and for other related uses. The term of the existing agreement is set to expire in 2025;

**WHEREAS**, the District and NCSD desire to extend the term of the existing agreement and to amend certain terms and conditions in the existing agreement, as further set forth in the First Amended and Restated Agreement attached hereto as Exhibit A;

**WHEREAS**, pursuant to California Education Code sections 38130 *et seq.*, also known as the Civic Center Act, the governing board of a school district may grant the use of, and improvement to, school facilities or grounds upon terms and conditions the board deems proper, subject to the limits set forth in the Civic Center Act;

**WHEREAS**, in accordance with the Civic Center Act, the District is authorized to grant NCSD the use of Premises for the purpose of operating a fire station and for other related uses;

**WHEREAS**, California Education Code sections 10900 *et seq.* authorize and empower public school districts to organize, promote, and conduct such programs of community recreation, as well as contribute to the attainment of general education, and authorizes school districts to make their facilities available to certain non-profit groups;

**WHEREAS**, in accordance with Education Code sections 10900 *et seq.*, the District is authorized to make its facility available to NCSD for the purpose of operating a fire station, which will benefit the community and allow for safe community recreation to occur; and

**WHEREAS**, in light of the foregoing, it is in the District’s best interest to execute the First Amended and Restated Agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Silver Valley Unified School District Governing Board hereby finds and determines as follows:

1. The above recitals are true and correct.
2. The First Amended and Restated Agreement presented with this Resolution is in the District’s best interest.

3. The Superintendent is hereby directed and authorized to execute the First Amended and Restated Agreement in a form substantially similar to that attached hereto as Exhibit A and to take any and all action necessary to effectuate the intent of this Resolution.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of September, 2021 at a meeting by the following vote:

|          |          |
|----------|----------|
| AYES:    | <u>5</u> |
| NOES:    | <u>0</u> |
| ABSENT:  | <u>0</u> |
| ABSTAIN: | <u>0</u> |

Attest:

  
\_\_\_\_\_  
Board President

9/14/2021  
\_\_\_\_\_  
Date

# **HIGH DESERT PONY LEAGUE**

## **2022 SPRING SIGN-UPS**

**WHEN: DEC 1 2021 TO MAR 11 2022**

**WHERE: HDPLEAGUE.COM. INPERSON BY APPOINTMENT ONLY CALL 760-927-9994.**

**PRICING: \$130.00 PER PLAYER \$10.00 SIBLING DISCOUNT. 6U SHETLAND \$25.00. \$10.00**

**SIBLING DISCOUNT. AGES 3 TO 18. AGE CUTOFF FOR ALL DIVISIONS SEPT 1.**

**UNIFORMS: ARE SUPPLIED BY TEAM.**

**GAMES: SATURDAY AND SUNDAY DOUBLE HEADERS.**

**SEASON: MAR 12 2022 TO MAY 22 2022**

**TEAMS: MANAGER CAN ENTER FULL TEAM OR INDIVIDUALS CAN BE PLACED ON A TEAM.**

**FULL 501C-3 NON PROFIT. TID NUMBER AVAILABLE ON REQUEST.**



California State Contractors License 243403

Date: 9/24/2021

PROPOSAL 1

FOR: **Newberry Springs Community Services** Phone: \_\_\_\_\_

Address or Location: **Little League Park** City: **Newberry Springs** CA

|            |         |      |
|------------|---------|------|
| lineal ft. | Ft High | Type |
| lineal ft. | Ft High | Type |
| lineal ft. | Ft High | Type |

| SPECIFICATIONS                   |                                   |      |  |
|----------------------------------|-----------------------------------|------|--|
| INSTALL <input type="checkbox"/> | REPAIR <input type="checkbox"/>   |      |  |
| REMOVE <input type="checkbox"/>  | RELOCATE <input type="checkbox"/> |      |  |
| TYPE:                            |                                   |      |  |
| END POST                         |                                   | set  |  |
| GATE POST                        |                                   | set  |  |
| GATE POST                        |                                   | set  |  |
| LINE POST                        |                                   | set  |  |
| CONCRETE - Yes                   |                                   |      |  |
| RAILS                            |                                   |      |  |
| <b>GATES</b>                     |                                   |      |  |
| TYPE                             | QTY                               | SIZE |  |
|                                  |                                   |      |  |
| <b>DOUBLE DRIVE</b>              |                                   |      |  |
|                                  |                                   |      |  |
| <b>NOTES:</b>                    |                                   |      |  |

Remove existing baseball field fencing and back stop at west side of field  
Includes all chain link fence at perimeter of fields and dugouts on east and west side of baseball fields.

Retain chain link fabric and rails when possible to repurpose at new back stop, dugouts, baseline and outfield fence.

Work to be performed in a safe and economical manner. All work includes dlineators, safety ribbon, and equipment deemed necessary to perform.

Contractor and Purchaser agree as follows: More footage, gates, and or terminal posts shall be charged or credited in accordance with agreed price. Contractor shall not be responsible for property line locations with fence installations, and is not responsible for damage to under-ground pipes, cables, or wiring. Rock, soil conditions, sewer pipes and other obstacles causing additional erection expenses may be charged extra upon the prevailing time and material cost basis. You the buyer may cancel this transaction any time prior to midnight of the 3rd day after the date of transaction. Contractors are required to be licensed and regulated by the Contractors State License Board. Any questions may be referred to the registrar of the board whose address is:

Contractors State License Board, 1020 N. Street, Sacramento, CA 95814

NOTICE: Under the Mechanics' Lien law (California Code of Civil Procedure, Section 1181 et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the debt. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.

**As per terms and conditions set forth, we, C & M Fence Company, propose to furnish and install fence as per ground plan and material listed here, to be completed in a workmanlike manner for the sum of: \$4,200.00**

**with a down payment of: \_\_\_\_\_**  
**and the balance of: \_\_\_\_\_**

Any contract not so paid shall be subject to an interest rate of 1 1/2% per month commencing 30 days after completion of work. All materials remain the property of C & M Fence Co. until contract is paid in full

cmfenceform\_cont

Materials and labor are warranted for 1 (one) full year after completion

accepted: **C & M Fence Co. - Randy Campbell**

accepted: *Buyer:* \_\_\_\_\_

California State Contractors License 243403

Date: 9/24/2021  
PROPOSAL 2

FOR: **Newberry Springs Community Services**

Phone:

Address or Location: **Little League Park** City: **Newberry Springs** CA

**330+-** lineal ft. **4** Ft High **outfield** Type **chain link**

**400+-** lineal ft. **6** Ft High **baseline** Type **chain link**

**baseline fence includes two dugouts plan #1 on illustration - with one 12' wide double drive gate on first base line**

**SPECIFICATIONS**

INSTALL  REPAIR   
REMOVE  RELOCATE

TYPE: **9 gauge chain link**

|           |                    |     |            |
|-----------|--------------------|-----|------------|
| END POST  | <b>2 3/8 2 7/8</b> | set | <b>36"</b> |
| GATE POST | <b>2 7/8</b>       | set | <b>36"</b> |
| GATE POST |                    | set |            |
| LINE POST | <b>2 3/8</b>       | set | <b>36"</b> |

CONCRETE - Yes

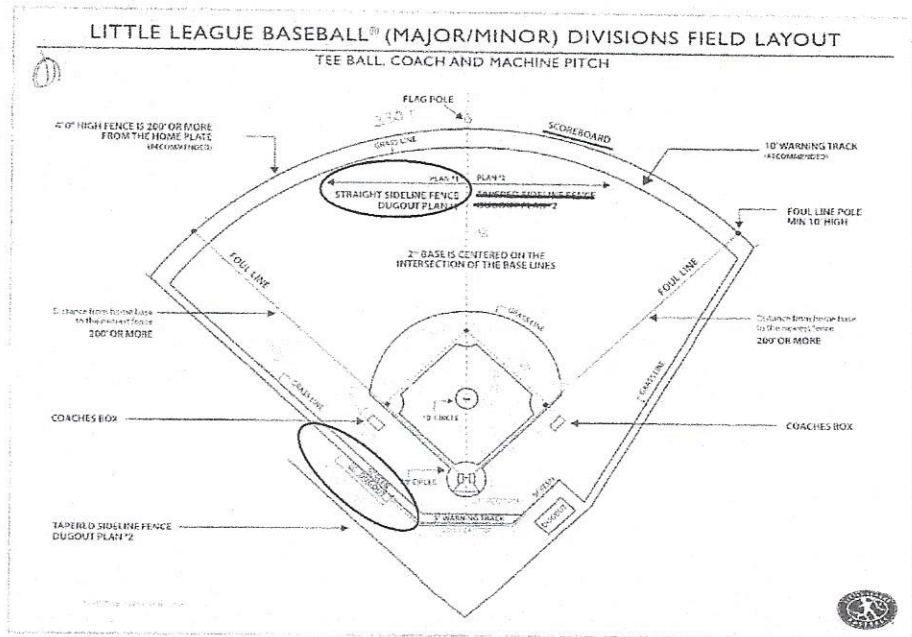
RAILS **1 5/8 B40**

**GATES**

| TYPE         | QTY      | SIZE           |
|--------------|----------|----------------|
| DOUBLE DRIVE | <b>1</b> | <b>6' x 12</b> |

**NOTES:**

Install new backstop -utilizing existing posts and rails when necessary  
Meets Little League specifications



Contractor and Purchaser agree as follows: More footage, gates, and or terminal posts shall be charged or credited in accordance with agreed price. Contractor shall not be responsible for property line locations with fence installations, and is not responsible for damage to under-ground pipes, cables, or wiring. Rock, soil conditions, sewer pipes and other obstacles causing additional erection expenses may be charged extra upon the prevailing time and material cost basis. You the buyer may cancel this transaction any time prior to midnight of the 3rd day after the date of transaction. Contractors are required to be licensed and regulated by the Contractors State License Board. Any questions may be referred to the registrar of the board whose address is:

Contractors State License Board, 1020 N. Street, Sacramento, CA 95814

NOTICE: Under the Mechanics' Lien law (California Code of Civil Procedure, Section 1181 et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the debt. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.

**As per terms and conditions set forth, we, C & M Fence Company, propose to furnish and install fence as per ground plan and material**

**listed here, to be completed in a workmanlike manner for the sum of: \$68,000.00**

**with a down payment of: \$34,000.00**

**and the balance of: \$34,000.00**

**paid upon completion of work**

Any contract not so paid shall be subject to an interest rate of 1 1/2% per month commencing 30 days after completion of work. All materials remain the property of C & M Fence Co. until contract is paid in full

cmfenceform\_cont

Materials and labor are warranted for 1 (one) full year after completion

accepted: **C & M Fence Co. - Randy Campbell**

accepted: *Buyer:*

# NEWBERRY COMMUNITY SERVICES DISTRICT

Established 1958

## REGULAR MEETING MINUTES

(ZOOM MEETING)

August 24, 2021

**Call the meeting to order- 6:21 p.m.**

### **Pledge of Allegiance**

President Springer asked all present to recite the Pledge of Allegiance.

### **Roll Call.**

### **Present:**

President Springer  
Director Deel  
Director Roberts- Late to meeting arrived 6:26 p.m.  
Director Paulsen  
Director Unger

### **Absent:**

**Also Present:** General Manager Jodi Howard, Fire Chief Daphne Lanier and members of the public.

### **1. Approval of Agenda**

Motion Director Paulsen to approve agenda as presented. Seconded Director Deel.

Vote: **Yes-** Director Deel, Paulsen, Unger and Springer.

**Not Present-** Director Roberts

**Motion Passed**

### **2. Public Comments:**

**a. General Public-**

**b. Community Reports**

**c. Board of Supervisor Cooks Representative-**

### **3. Reports**

**a. General Manager-** working on lease agreement with the School District.

**b. Staff-** foundation has been done at Fire Dept. for containers.

**c. Air Quality Monitoring Report-** looking for location S.W.

Minneola/National Trails to host a monitor

d. **Civic Hub- Available Properties**

4. **Agenda Items- Discussion/Possible Action**

- a. **Our CSD is getting close to its renewal date. Do we want to renew or move it into our Capital Reserve Savings Account?**  
Bring back to next meeting with options.
- b. **Shall we return to in person meetings or prepare for a hybrid meeting.**  
Next month meeting to be outdoors bring chairs and water.  
*Pending any Covid regulation changes with the county of S.B.*
- c. **Discussion with Mike Matson about starting Little League at the CSD.**  
Discussion- asked Mike and GM to get some proposals on the upgrades to the ballfield bring back to next meeting.
- d. **Approve the General Manager to get a survey done for the CSD property.**  
Motion Director Paulsen we have the survey done on the property for \$3555.00. Seconded Director Roberts.  
Vote: **Unanimous**  
**Motion Passed**
- e. **Park Grant- Possible purchase of park equipment.**  
Motion Director Roberts to approve package 5 for playground Equipment. Seconded Director Paulsen.  
Vote: **Unanimous**  
**Motion Passed**
- f. **Update CSD Park/Fire Water Delivery Project.**  
Working on the permits with County SB.
- g. **Review Final FY 20/21 Budget.**  
Reviewed.
- h. **Approval of Minutes for July 27, 2021**  
Motion Director Deel to accept July 27, 2021 minutes as presented. Seconded Director Paulsen.  
Vote: **Unanimous**  
**Motion Passed**



**i.. Approve Bills Paid and Presented.**

Motion Director Deel to approve bills paid July28- August 20, 2021

Seconded Director Roberts.

Vote: **Yes**- Director Roberts, Paulsen, Deel and Springer

**Lost phone call with Director Unger.**

**Motion Passed**

**5. Old and New Business-**

Bring back ballfield upgrade proposals.

CD- options

**6. Directors Comments (1 min)**

Director Paulsen possible community clean-up for the Bagdad Café.

Director Deel- Visited Apple Valley Park- equipment was basic not fun.

Attended financial workshop Aug 9 & 10

Director Roberts Audrey needs help Bagdad Café.

Director Springer- with fire season please keep your properties as clear of debris as you can.

**7. Adjournment 8:21 p.m.**

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Board Secretary

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Board President

# Newberry Community Services District

Profit and Loss Detail  
August 24 - September 24, 2021

| DATE                                                      | TRANSACTION TYPE | NUM   | NAME                              | MEMO/DESCRIPTION              | SPLIT                | AMOUNT            | BALANCE |
|-----------------------------------------------------------|------------------|-------|-----------------------------------|-------------------------------|----------------------|-------------------|---------|
| Ordinary Income/Expenses                                  |                  |       |                                   |                               |                      |                   |         |
| Expenses                                                  |                  |       |                                   |                               |                      |                   |         |
| 1000.0 Administrative-Subtotal                            |                  |       |                                   |                               |                      |                   |         |
| 1004.0 Bank Fees                                          |                  |       |                                   |                               |                      |                   |         |
| 08/31/2021                                                | Check            |       | SVCCHRG                           |                               | 120 Checking Account | 4.00              | 4.00    |
| <b>Total for 1004.0 Bank Fees</b>                         |                  |       |                                   |                               |                      | <b>\$4.00</b>     |         |
| 1005.0 Directors Stipend                                  |                  |       |                                   |                               |                      |                   |         |
| 09/17/2021                                                | Check            | 18487 | Vickie Paulsen                    | Sept                          | 120 Checking Account | 50.00             | 50.00   |
| 09/17/2021                                                | Check            | 18486 | Jack Unger                        | Sept                          | 120 Checking Account | 50.00             | 100.00  |
| 09/17/2021                                                | Check            | 18485 | Paula Deel                        | Sept                          | 120 Checking Account | 50.00             | 150.00  |
| 09/17/2021                                                | Check            | 18484 | Margie Roberts.                   | Sept                          | 120 Checking Account | 50.00             | 200.00  |
| 09/17/2021                                                | Check            | 18488 | Robert Springer                   | Sept                          | 120 Checking Account | 50.00             | 250.00  |
| <b>Total for 1005.0 Directors Stipend</b>                 |                  |       |                                   |                               |                      | <b>\$250.00</b>   |         |
| 1010.0 Office Expenses                                    |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18468 | De Lage Landen Financial Services | service contract Sept         | 120 Checking Account | 12.24             | 12.24   |
| 09/17/2021                                                | Check            | 18481 | De Lage Landen Financial Services | service contract sept bal due | 120 Checking Account | 62.07             | 74.31   |
| <b>Total for 1010.0 Office Expenses</b>                   |                  |       |                                   |                               |                      | <b>\$74.31</b>    |         |
| 1010.2 Office Equipment-Maint/Repair                      |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18464 | Advance Copy Systems              | maint contract Inv #IN28586   | 120 Checking Account | 36.84             | 36.84   |
| <b>Total for 1010.2 Office Equipment-Maint/Repair</b>     |                  |       |                                   |                               |                      | <b>\$36.84</b>    |         |
| 1010.4 Postage (US Mail, UPS, FedEx)                      |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18459 | US Postal Service                 | PO Box yearly fee             | 120 Checking Account | 130.00            | 130.00  |
| <b>Total for 1010.4 Postage (US Mail, UPS, FedEx)</b>     |                  |       |                                   |                               |                      | <b>\$130.00</b>   |         |
| 1010.5 Annex Telephone/Fax                                |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18470 | Verizon Wireless                  | CSD phone Aug                 | 120 Checking Account | 23.67             | 23.67   |
| <b>Total for 1010.5 Annex Telephone/Fax</b>               |                  |       |                                   |                               |                      | <b>\$23.67</b>    |         |
| 1010.6 Subscriptions/Memberships, Adm                     |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18469 | Streamline                        | web membership Sept           | 120 Checking Account | 50.00             | 50.00   |
| 09/10/2021                                                | Check            | 18458 | Stewarts Business and Tax Service | QB subs & payroll services    | 120 Checking Account | 170.00            | 220.00  |
| <b>Total for 1010.6 Subscriptions/Memberships, Adm</b>    |                  |       |                                   |                               |                      | <b>\$220.00</b>   |         |
| 1010.7 Annex Internet                                     |                  |       |                                   |                               |                      |                   |         |
| 09/10/2021                                                | Check            | 18470 | Verizon Wireless                  | CSD phone Aug                 | 120 Checking Account | 72.62             | 72.62   |
| 09/10/2021                                                | Check            | 18473 | Frontier Communications           | CSD internet                  | 120 Checking Account | 109.00            | 181.62  |
| <b>Total for 1010.7 Annex Internet</b>                    |                  |       |                                   |                               |                      | <b>\$181.62</b>   |         |
| <b>Total for 1010.0 Office Expenses with sub-accounts</b> |                  |       |                                   |                               |                      | <b>\$666.44</b>   |         |
| 1012.0 Admin Personnel Expenses                           |                  |       |                                   |                               |                      |                   |         |
| 1012.1 Board Secretary-Salary                             |                  |       |                                   |                               |                      |                   |         |
| 09/20/2021                                                | Check            | eft   | PR Jodi Howard                    | PR 8/16/21 to 9/15/21         | 120 Checking Account | 128.23            | 128.23  |
| <b>Total for 1012.1 Board Secretary-Salary</b>            |                  |       |                                   |                               |                      | <b>\$128.23</b>   |         |
| 1012.2 General Manager-Salary                             |                  |       |                                   |                               |                      |                   |         |
| 09/20/2021                                                | Check            | eft   | PR Jodi Howard                    | PR 8/16/21 to 9/15/21         | 120 Checking Account | 961.69            | 961.69  |
| <b>Total for 1012.2 General Manager-Salary</b>            |                  |       |                                   |                               |                      | <b>\$961.69</b>   |         |
| 1012.3 Office Assistant-Salary                            |                  |       |                                   |                               |                      |                   |         |
| 09/20/2021                                                | Check            | eft   | PR Martha Elder                   | PR 8/16/21 to 9/15/21         | 120 Checking Account | 700.24            | 700.24  |
| <b>Total for 1012.3 Office Assistant-Salary</b>           |                  |       |                                   |                               |                      | <b>\$700.24</b>   |         |
| 1012.4 Treasurer - Salary                                 |                  |       |                                   |                               |                      |                   |         |
| 09/20/2021                                                | Check            | eft   | PR Eva R Beaty                    | PR 8/16/21 to 9/15/21         | 120 Checking Account | 307.80            | 307.80  |
| <b>Total for 1012.4 Treasurer - Salary</b>                |                  |       |                                   |                               |                      | <b>\$307.80</b>   |         |
| 1012.5 Fedl/State/Local Empl Tay Pmts                     |                  |       |                                   |                               |                      |                   |         |
| 09/20/2021                                                | Check            | eft   | PR Daphne Lanier                  | WH                            | 120 Checking Account | -328.23           | -328.23 |
| 09/20/2021                                                | Check            | eft   | PR Jodi Howard                    | WH                            | 120 Checking Account | -153.39           | -481.62 |
| 09/20/2021                                                | Check            | eft   | PR Martha Elder                   | WH                            | 120 Checking Account | -53.56            | -535.18 |
| 09/20/2021                                                | Check            | eft   | PR Eva R Beaty                    | WH                            | 120 Checking Account | -23.56            | -558.74 |
| <b>Total for 1012.5 Fedl/State/Local Empl Tay Pmts</b>    |                  |       |                                   |                               |                      | <b>\$ -558.74</b> |         |
| <b>Total for 1012.0 Admin Personnel Expenses</b>          |                  |       |                                   |                               |                      | <b>\$1,539.22</b> |         |
| <b>Total for 1000.0 Administrative-Subtotal</b>           |                  |       |                                   |                               |                      | <b>\$2,459.66</b> |         |

| DATE                                             | TRANSACTION TYPE | NUM    | NAME                | MEMO/DESCRIPTION                                                 | SPLIT                | AMOUNT             | BALANCE   |
|--------------------------------------------------|------------------|--------|---------------------|------------------------------------------------------------------|----------------------|--------------------|-----------|
| 2000.0 Parks and Recreation - Subtotal           |                  |        |                     |                                                                  |                      |                    |           |
| 2002.0 Community Center Expenses                 |                  |        |                     |                                                                  |                      |                    |           |
| 2002.1 CC-Consumable Supplies                    |                  |        |                     |                                                                  |                      |                    |           |
| 08/28/2021                                       | Expense          | 2002.1 | Amazon              | Vacuum & filter                                                  | US Bank              | 82.56              | 82.56     |
| Total for 2002.1 CC-Consumable Supplies          |                  |        |                     |                                                                  |                      | <b>\$82.56</b>     |           |
| 2002.2 CC-Electricity                            |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18462  | SCE                 | CSD acct 8003736471                                              | 120 Checking Account | 10.23              | 10.23     |
| 09/10/2021                                       | Check            | 18463  | SCE                 | CSD acct #8002019569 Aug                                         | 120 Checking Account | 524.74             | 534.97    |
| Total for 2002.2 CC-Electricity                  |                  |        |                     |                                                                  |                      | <b>\$534.97</b>    |           |
| 2002.4 CC-Contract Labor/Cleaning                |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18472  | Daphne Lanier       | cleaning Sept                                                    | 120 Checking Account | 300.00             | 300.00    |
| Total for 2002.4 CC-Contract Labor/Cleaning      |                  |        |                     |                                                                  |                      | <b>\$300.00</b>    |           |
| 2002.7 Pest Control                              |                  |        |                     |                                                                  |                      |                    |           |
| 09/23/2021                                       | Check            | 18489  | Clark Pest Control  | pest service Sept                                                | 120 Checking Account | 52.00              | 52.00     |
| Total for 2002.7 Pest Control                    |                  |        |                     |                                                                  |                      | <b>\$52.00</b>     |           |
| Total for 2002.0 Community Center Expenses       |                  |        |                     |                                                                  |                      | <b>\$969.53</b>    |           |
| 2003.0 Ground Expenses                           |                  |        |                     |                                                                  |                      |                    |           |
| 2003.1 Grounds-Landscaping                       |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18471  | Jon Stone           | landscaping Sept                                                 | 120 Checking Account | 425.00             | 425.00    |
| 09/17/2021                                       | Check            | 18476  | Jon Stone           | reissue July                                                     | 120 Checking Account | 425.00             | 850.00    |
| Total for 2003.1 Grounds-Landscaping             |                  |        |                     |                                                                  |                      | <b>\$850.00</b>    |           |
| 2003.2 Grounds-Disposal Services                 |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18465  | Desert Disposal     | CSD trash svc Aug                                                | 120 Checking Account | 166.36             | 166.36    |
| Total for 2003.2 Grounds-Disposal Services       |                  |        |                     |                                                                  |                      | <b>\$166.36</b>    |           |
| 2003.4 Grounds Maint/Repair                      |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18471  | Jon Stone           | grounds maint/repair Sept                                        | 120 Checking Account | 75.00              | 75.00     |
| 09/17/2021                                       | Check            | 18476  | Jon Stone           | reissue July                                                     | 120 Checking Account | 75.00              | 150.00    |
| 09/17/2021                                       | Check            | 18478  | Tyler Ahlmeyer      | desert garden clean up                                           | 120 Checking Account | 250.00             | 400.00    |
| 09/24/2021                                       | Check            | 18479  | Tyler Ahlmeyer      | trim trees                                                       | 120 Checking Account | 900.00             | 1,300.00  |
| 09/24/2021                                       | Check            | 18479  | Tyler Ahlmeyer      | repaint bagoda                                                   | 120 Checking Account | 125.00             | 1,425.00  |
| Total for 2003.4 Grounds Maint/Repair            |                  |        |                     |                                                                  |                      | <b>\$1,425.00</b>  |           |
| 2003.8 Grounds-Electric                          |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18460  | SCE                 | park lights Aug                                                  | 120 Checking Account | 379.41             | 379.41    |
| Total for 2003.8 Grounds-Electric                |                  |        |                     |                                                                  |                      | <b>\$379.41</b>    |           |
| 2003.9 Grounds-Water Testing                     |                  |        |                     |                                                                  |                      |                    |           |
| 08/26/2021                                       | Check            | 18450  | GEO Monitoring      | Inv #24648 Aug                                                   | 120 Checking Account | 35.00              | 35.00     |
| Total for 2003.9 Grounds-Water Testing           |                  |        |                     |                                                                  |                      | <b>\$35.00</b>     |           |
| Total for 2003.0 Ground Expenses                 |                  |        |                     |                                                                  |                      | <b>\$2,855.77</b>  |           |
| Total for 2000.0 Parks and Recreation - Subtotal |                  |        |                     |                                                                  |                      | <b>\$3,825.30</b>  |           |
| 3000.0 Municipal Services-Subtotal               |                  |        |                     |                                                                  |                      |                    |           |
| 3001.0 Electric - Street Lights                  |                  |        |                     |                                                                  |                      |                    |           |
| 09/10/2021                                       | Check            | 18461  | SCE                 | street lights Aug                                                | 120 Checking Account | 621.61             | 621.61    |
| Total for 3001.0 Electric - Street Lights        |                  |        |                     |                                                                  |                      | <b>\$621.61</b>    |           |
| Total for 3000.0 Municipal Services-Subtotal     |                  |        |                     |                                                                  |                      | <b>\$621.61</b>    |           |
| 4000.0 Fire Department - Subtotal                |                  |        |                     |                                                                  |                      |                    |           |
| 4002.0 FD-Capital Improvements                   |                  |        |                     |                                                                  |                      |                    |           |
| 4002.3 FD Bunkhouse                              |                  |        |                     |                                                                  |                      |                    |           |
| 09/17/2021                                       | Check            | 18477  | Falcon Structures   | Balance due                                                      | 120 Checking Account | 28,889.00          | 28,889.00 |
| Total for 4002.3 FD Bunkhouse                    |                  |        |                     |                                                                  |                      | <b>\$28,889.00</b> |           |
| Total for 4002.0 FD-Capital Improvements         |                  |        |                     |                                                                  |                      | <b>\$28,889.00</b> |           |
| 4003.0 FD-Equipment Expense                      |                  |        |                     |                                                                  |                      |                    |           |
| 4003.1 FD-Equip Exp, Fuel                        |                  |        |                     |                                                                  |                      |                    |           |
| 09/11/2021                                       | Expense          | 4003.1 | Newberry Chevron    | Bp392 miles 97741                                                | US Bank              | 64.75              | 64.75     |
| 09/16/2021                                       | Expense          | 4003.1 | Newberry Chevron    | E392 miles 80392                                                 | US Bank              | 97.71              | 162.46    |
| Total for 4003.1 FD-Equip Exp, Fuel              |                  |        |                     |                                                                  |                      | <b>\$162.46</b>    |           |
| 4003.2 FD-Vehicle Maint/Repair                   |                  |        |                     |                                                                  |                      |                    |           |
| 08/26/2021                                       | Expense          | 4003.2 | O'Reilly Auto Parts | Bulb socket (headlights-bp392)<br>A/C cylinder (bp393 & 392)     | US Bank              | 93.70              | 93.70     |
| 08/28/2021                                       | Expense          | 4003.2 | Amazon              | Coolant reservoir<br>((2nd purchase- waiting on Reimbursement?)) | US Bank              | 64.64              | 158.34    |
| Total for 4003.2 FD-Vehicle Maint/Repair         |                  |        |                     |                                                                  |                      | <b>\$158.34</b>    |           |
| Total for 4003.0 FD-Equipment Expense            |                  |        |                     |                                                                  |                      | <b>\$320.80</b>    |           |
| 4004.0 FD-Equip Exp, Non-Vehicle                 |                  |        |                     |                                                                  |                      |                    |           |
| 4004.1 FD-Equip Exp, NV, Purchase                |                  |        |                     |                                                                  |                      |                    |           |
| 09/11/2021                                       | Expense          | 4004.1 | Amazon              | Computer speaker                                                 | US Bank              | 25.86              | 25.86     |
| 09/15/2021                                       | Expense          | 4004.1 | Amazon              | Radio case with holster strap & mic                              | US Bank              | 107.58             | 133.44    |
| 09/16/2021                                       | Expense          | 4004.1 | Feld Fire           | Helmets                                                          | US Bank              | 540.00             | 673.44    |
| 09/16/2021                                       | Expense          | 4004.1 | Hawkepaks           | MCI Triage ribbon pack                                           | US Bank              | 60.09              | 733.53    |
| Total for 4004.1 FD-Equip Exp, NV, Purchase      |                  |        |                     |                                                                  |                      | <b>\$733.53</b>    |           |
| 4004.3 FD-Equip Exp, NV, First Aid Sup           |                  |        |                     |                                                                  |                      |                    |           |
| 09/16/2021                                       | Expense          | 4004.3 | Amazon              | Sterile saline                                                   | US Bank              | 34.98              | 34.98     |
| 09/16/2021                                       | Expense          | 4004.3 | Amazon              | Glucose gel packs                                                | US Bank              | 25.00              | 59.98     |

| DATE                                                            | TRANSACTION TYPE | NUM     | NAME                    | MEMO/DESCRIPTION           | SPLIT                | AMOUNT        | BALANCE |
|-----------------------------------------------------------------|------------------|---------|-------------------------|----------------------------|----------------------|---------------|---------|
| Total for 4004.3 FD-Equip Exp, NV, First Aid Sup                |                  |         |                         |                            |                      | \$59.98       |         |
| Total for 4004.0 FD-Equip Exp, Non-Vehicle                      |                  |         |                         |                            |                      | \$793.51      |         |
| 4006.0 FD-Station Expenses                                      |                  |         |                         |                            |                      |               |         |
| 4006.1 FD-Station Exp, Internet                                 |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18474   | Frontier Communications | FD phone                   | 120 Checking Account | 65.69         | 65.69   |
| 09/10/2021                                                      | Check            | 18470   | Verizon Wireless        | FD phone Aug               | 120 Checking Account | 192.70        | 258.39  |
| Total for 4006.1 FD-Station Exp, Internet                       |                  |         |                         |                            |                      | \$258.39      |         |
| 4006.2 FD-Station Exp, Maint/Repair                             |                  |         |                         |                            |                      |               |         |
| 09/15/2021                                                      | Expense          | 4006.2  | 99Cents Only            | Hand soap (for FD & CSD)   | US Bank              | 8.78          | 8.78    |
| Total for 4006.2 FD-Station Exp, Maint/Repair                   |                  |         |                         |                            |                      | \$8.78        |         |
| 4006.3 FD-Station Exp, Office Supplies                          |                  |         |                         |                            |                      |               |         |
| 09/16/2021                                                      | Expense          | 4006.3  | Amazon                  | Chair Mat                  | US Bank              | 35.07         | 35.07   |
| Total for 4006.3 FD-Station Exp, Office Supplies                |                  |         |                         |                            |                      | \$35.07       |         |
| 4006.4 FD-Station Exp, Pest Control                             |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18467   | Clark Pest Control      | Pest control Aug           | 120 Checking Account | 52.00         | 52.00   |
| Total for 4006.4 FD-Station Exp, Pest Control                   |                  |         |                         |                            |                      | \$52.00       |         |
| 4006.6 FD-Station Exp, Electric                                 |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18460   | SCE                     | FD Aug                     | 120 Checking Account | 395.32        | 395.32  |
| Total for 4006.6 FD-Station Exp, Electric                       |                  |         |                         |                            |                      | \$395.32      |         |
| 4006.8 FD-Station Exp, Trash Service                            |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18466   | Desert Disposal         | FD trash svc Aug           | 120 Checking Account | 46.38         | 46.38   |
| Total for 4006.8 FD-Station Exp, Trash Service                  |                  |         |                         |                            |                      | \$46.38       |         |
| Total for 4006.0 FD-Station Expenses                            |                  |         |                         |                            |                      | \$795.94      |         |
| 4007.0 FD-Firefighter Personnel Exp                             |                  |         |                         |                            |                      |               |         |
| 09/23/2021                                                      | Check            | 18492   | Jay Potter              | Aug stipends               | 120 Checking Account | 80.00         | 80.00   |
| Total for 4007.0 FD-Firefighter Personnel Exp                   |                  |         |                         |                            |                      | \$80.00       |         |
| 4007.1 Office Admin-Fire Dept-Salary                            |                  |         |                         |                            |                      |               |         |
| 09/20/2021                                                      | Check            | eft     | PR Daphne Lanier        | PR 8/16/21 to 9/15/21      | 120 Checking Account | 669.00        | 669.00  |
| Total for 4007.1 Office Admin-Fire Dept-Salary                  |                  |         |                         |                            |                      | \$669.00      |         |
| 4007.10 FD-Personnel Exp, Uniform Exp                           |                  |         |                         |                            |                      |               |         |
| 08/26/2021                                                      | Expense          | 4007.10 | Shirtmax                | Tshirts (tall/long)        | US Bank              | 201.75        | 201.75  |
| Total for 4007.10 FD-Personnel Exp, Uniform Exp                 |                  |         |                         |                            |                      | \$201.75      |         |
| 4007.5 FD-Personnel Exp, Call-out Stip                          |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18475   | David Wetterman         | re-issue for July Stipend  | 120 Checking Account | 80.00         | 80.00   |
| 09/23/2021                                                      | Check            | 18493   | Nathan Powell           | Aug stipends               | 120 Checking Account | 90.00         | 170.00  |
| 09/23/2021                                                      | Check            | 18496   | Brian Vintus            | Aug stipends               | 120 Checking Account | 10.00         | 180.00  |
| 09/23/2021                                                      | Check            | 18495   | Brandon Salgado         | Aug stipends               | 120 Checking Account | 20.00         | 200.00  |
| 09/23/2021                                                      | Check            | 18494   | CORY ROGERS             | Aug stipends               | 120 Checking Account | 40.00         | 240.00  |
| 09/23/2021                                                      | Check            | 18491   | Rylan Lanier            | stipends Aug               | 120 Checking Account | 280.00        | 520.00  |
| 09/23/2021                                                      | Check            | 18490   | DAPHNE LANIER (FD)      | Aug Stipend                | 120 Checking Account | 160.00        | 680.00  |
| 09/23/2021                                                      | Check            | 18497   | David Wetterman         | Aug stipends               | 120 Checking Account | 40.00         | 720.00  |
| Total for 4007.5 FD-Personnel Exp, Call-out Stip                |                  |         |                         |                            |                      | \$720.00      |         |
| 4007.6 FD-Perssonel Exp, Training Exp                           |                  |         |                         |                            |                      |               |         |
| 09/17/2021                                                      | Check            | 18483   | Rylan Lanier            | online training for Grants | 120 Checking Account | 376.20        | 376.20  |
| Total for 4007.6 FD-Perssonel Exp, Training Exp                 |                  |         |                         |                            |                      | \$376.20      |         |
| 4007.8 FD-Personnel Exp, DOJ Live Scan                          |                  |         |                         |                            |                      |               |         |
| 09/10/2021                                                      | Check            | 18457   | Department of Justice   | fingerprints               | 120 Checking Account | 49.00         | 49.00   |
| 09/17/2021                                                      | Check            | 18480   | Department of Justice   | inv #532778                | 120 Checking Account | 49.00         | 98.00   |
| 09/17/2021                                                      | Check            | 18482   | Michael Silva           | Live scan                  | 120 Checking Account | 25.00         | 123.00  |
| Total for 4007.8 FD-Personnel Exp, DOJ Live Scan                |                  |         |                         |                            |                      | \$123.00      |         |
| Total for 4007.0 FD-Firefighter Personnel Exp with sub-accounts |                  |         |                         |                            |                      | \$2,169.95    |         |
| Total for 4000.0 Fire Department - Subtotal                     |                  |         |                         |                            |                      | \$32,969.20   |         |
| Total for Expenses                                              |                  |         |                         |                            |                      | \$39,875.77   |         |
| Net Income                                                      |                  |         |                         |                            |                      | \$ -39,875.77 |         |