



RUNNING SPRINGS WATER DISTRICT  
A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT

31242 Hilltop Boulevard • P.O. Box 2206  
Running Springs, CA 92382

TO: BOARD OF DIRECTORS                      DATE POSTED:                      MAY 10, 2024

RE: REGULAR BOARD MEETING                      FROM:                      BOARD SECRETARY

The Regular Meeting of the Board of Directors of the Running Springs Water District will be held on Wednesday, May 15, 2024, at the hour of 9:00 am at the District Office located at 31242 Hilltop Boulevard, Running Springs, California. This agenda was posted prior to 5:00 pm on May 10, 2024, at the Running Springs Water District Office and Website.

The Board may take action on any item on the agenda, whether listed as an action item or as an information item. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Amie Crowder, Board Secretary at (909) 867-2766 at least 48 hours before the meeting, if possible. Copies of documents provided to members of the Board for discussion in open session may be obtained from the District at the address indicated above.

**AGENDA**

1. Call Meeting to Order and Pledge of Allegiance
2. Recognize and Hear from Visitors / Public Comment - This portion of the agenda is reserved for the public to make comments on matters within the jurisdiction of the Running Springs Water District that are **not on the agenda**. The Board, except to refer the matter to staff and/or place it on a future agenda, may take no action. It is in the best interest of the person speaking to the Board to be concise and to the point. A time limit of five minutes per individual will be allowed. Any person wishing to comment on an item that is on the agenda is requested to complete a request to speak form prior to the item being called for consideration or to raise their hand and be recognized by the Board President.
3. Approval of Consent Items – The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion unless an item is withdrawn by a Board Member for questions or discussion. Any person wishing to speak on the consent agenda may do so by raising his/her hand and being recognized by the Board President.
  - A. Approve Meeting Minutes **Page 4**
  - B. Ratify Expenditures **Page 10**
  - C. Consider Approving Contract for Fiscal Year Ending 2025 Financial Consulting Services **Page 18**

- D. Consider Approving Contract for Fiscal Year Ending 2024 Financial Audit Services **Page 21**
- E. Consider Adopting Resolution No. 05-24, Designation of Applicant's Agents for Disaster Assistance Matters **Page 28**
- 4. **Action Items** – The following action items will be considered individually and each **require a motion** by the Board of Directors for action.
  - A. Consider Authorizing Operations Expenditures for Replacement of Fuel Dispensing Controller and Screw Press Feed Pump Rotor and Stator (Presenter: Trevor Miller, Operations Manager) **Page 34**
  - B. Consider Adopting Resolution No. 06-24, Renewal of CAL FIRE Federal Excess Property (FEPP) Cooperative Agreement #993221 (Presenter: Andy Grzywa, Fire Chief) **Page 41**
  - C. Consider Authorizing Staff to Execute Contract Number ITD-24014 with San Bernardino County for Running Springs Fire Department Radio Services (Presenter: Andy Grzywa, Fire Chief) **Page 55**
- 5. General Manager's Report
- 6. Report from Legal Counsel
- 7. Board Member Comments/Meetings
- 8. Closed Session – The Board will go into Closed Session to discuss:
  - A. Conference with Labor Negotiators.  
Agency Designated Representatives: Ryan Gross, General Manager and Andy Grzywa, Fire Chief  
Employee Organization: Running Springs Firefighters' Association, International Association of Firefighters Local 5308
  - B. Conference with Real Property Negotiators.  
Property: APN: 328-091-71, Alder Court  
Agency Negotiator: Ryan Gross, General Manager  
Negotiating Parties: Mr. Kress (Adjacent Property Owner)  
Under Negotiation: Price and terms of payment
  - C. Public Employee Performance Evaluation  
Title: General Manager
- 9. Open Session
  - A. The Board and/or Legal Counsel will report any action taken in closed session.

May 15, 2024, Regular Board Meeting Agenda  
Posted May 10, 2024

B. Discuss the General Manager's Employment Agreement following annual performance evaluation and consider any changes to such.

10. Meeting Adjournment

Upcoming Meetings: Regular Board Meeting, June 19, 2024, at 9:00 am

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024  
**TO:** Board of Directors  
**FROM:** Amie Crowder, Administration Supervisor, Board Secretary, Treasurer  
Ryan Gross, General Manager  
**SUBJECT:** CONSIDER APPROVING MEETING MINUTES

**RECOMMENDATION**

It is recommended that the Board of Directors review and approve the attached meeting minutes.

**REASON FOR RECOMMENDATION**

Approval of meeting minutes.

**BACKGROUND INFORMATION**

The attached draft meeting minutes are from the Regular Board Meeting held on April 17, 2024.

**ATTACHMENTS**

Attachment 1 – Draft Meeting Minutes

**MINUTES – April 17, 2024**

**PAGE 1 OF 5**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
RUNNING SPRINGS WATER DISTRICT  
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
April 17, 2024**

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A Regular Meeting of the Board of Directors of the Running Springs Water District was held on Wednesday, April 17, 2024, at the hour of 9:00 A.M. at the District office located at 31242 Hilltop Boulevard, Running Springs, California, and through teleconference.

The following Directors were present at the District:

Tony Grabow, President

Mike Terry, Director

Mark Acciani, Director

Laura Dyberg, Director

The following Directors were absent:

Bill Conrad, Vice-President

Also present at the District were the following:

Ryan Gross, General Manager

Amie R. Crowder, Secretary to the Board/Administration Supervisor

Andrew Grzywa, Fire Chief

Rick Ellsberry, Fire Battalion Chief

The following visitors were present at the District:

Mike Scotti, Running Springs Professional Firefighters, Local 5308

**MEETING MINUTES**

**AGENDA ITEMS**

**1. Call Meeting to Order and Pledge of Allegiance**

The Running Springs Water District Board Meeting was called to order at 9:00 A.M. by President Grabow. Chief Grzywa led the assembly in the Pledge of Allegiance.

**2. Recognize and Hear from Visitors/Public Comment**

No visitors present.

**3. Approval of Consent Items**

**A. Approve Meeting Minutes**

**B. Ratify Expenditures**

**C. Consider Adopting Resolution No. 04-24, Amending and Adopting Local Guidelines for Implementing the California Environmental Quality Act**

Minimal discussion occurred.

Upon **motion** by Director Terry, **second** by Director Acciani and **carried by a 4 to 0 vote**, the Consent Items were approved.

**4. Action Items – The following action items will be considered individually, and each require a motion by the Board of Directors for action.**

**A. Board Authorization to Hold a Public Hearing on June 19, 2024 to Consider Proposed Water and Wastewater Rate and Fee Adjustments for Fiscal Years Ending 2025-2029 and to Mail a Notice of the Public Hearing to all District Property Owners in Accordance with the Requirements of Proposition 218**

The draft Proposition 218 Notice of Public Hearing to consider proposed water and wastewater rate and fee adjustments for the Fiscal Years Ending 2025-2029 was provided to the Board for review and discussion. Manager Gross outlined the necessity for rate and fee adjustments. The Proposition 218 Notice of Public Hearing will be mailed to all District property owners, or customer of record, in accordance with the requirements of Proposition 218.

Upon **motion** by Director Acciani, **second** by Director Dyberg and **carried by a 4 to 0 vote**, the Board of Directors Authorized Holding a Public Hearing on June 19, 2024 to Consider Proposed Water and Wastewater Rate and Fee Adjustments for Fiscal Years Ending 2025-2029 and to Mail a Notice of the Public Hearing to all District Property Owners in Accordance with the Requirements of Proposition 218.

**B. Consider Awarding a Construction Contract for the ROWCO Water Pump Station Replacement Project**

Manager Gross reviewed the opening of bids on April 10, 2024. Eight (8) contractors purchased bid packets and a total of three (3) bids were received and reviewed. A bid protest was received from Altmeyer Construction. Manager Gross informed the Board that he consulted with the design engineer of record and Best, Best & Krieger, the District's legal counsel, regarding this bid protest and the recommendation is to waive the bid protest as immaterial and award the construction contract to the low bidder, GM Excavating.

Upon **motion** by Director Dyberg, **second** by Director Terry and **carried by a 4 to 0 vote**, The Board waived the bid protest from Altmeyer Construction as immaterial, Awarded a Construction Contract for the ROWCO Water Pump Station Replacement Project, in the amount of \$562,234.69 to GM Excavating, authorized the General Manager to execute the contract and approve charge orders, if needed, not to exceed 15% of the original contract amount.

5. Information Items – The following information items do not require any action by the Board of Directors and are for informational purposes only.

**A. Quarterly Budget/Financial Update**

Manager Gross reviewed the District’s financial reports and the ROWCO water project.

**B. Quarterly Investment Report**

Manager Gross reviewed the Quarterly Investment Report on page 50 of the board packet and discussed with the Board the interest earned for both laddered CDs and treasury bills, the need for liquidity of funds for projects, how to move or reinvest funds and the current interest rates for Local Area Investment Funds (LAIF).

**C. Fire Department Proposals to Consider**

Fire Chief Andy Grzywa and Fire Battalion Chief Rick Ellsberry reviewed the three proposals, located on page 54 of the board packet. Attachments 2, 3, and 4 were discussed in detail with the Board of Directors. Based on the information presented and discussed, the Board of Directors would like to take-action on the Fire Department’s proposals. The following action was taken on these information items:

1. **Consider Authorizing an Increase to Paid-Call Firefighter, Ambulance Operator Wages, and Limited Term Firefighters**

Battalion Chief Ellsberry reviewed the current minimum hourly wage in comparison to the current Paid-Call Firefighter, Ambulance Operator and Limited Term Firefighter hourly wages. Battalion Chief Ellsberry continued to express how the Fire Department desires to be better aligned with other agencies and this wage increase would accomplish this.

Upon **motion** by Director Dyberg, **second** by Director Terry and **carried by a 4 to 0 vote**, Authorizing an Increase to Paid-Call Firefighter, Ambulance Operator Wages, and Limited Term Firefighters, according to page 58 of the board packet, effective April 30, 2024, was approved.

2. **Consider Authorizing a Change to the Battalion Chief Ranks**

Fire Chief Grzywa and Battalion Chief Ellsberry discussed with the Board, the importance of creating a two-tier Battalion Chief pay scale and incorporating a Paid Call Battalion Chief position. Upon further detailed discussion, the Board would only like the Paid Call Battalion Chief position to be utilized for reimbursable assignments at a rate of \$50 per hour.

Upon **motion** by Director Dyberg, **second** by Director Acciani and **carried by a 4 to 0 vote**, Authorizing a Change to the Battalion Chief Ranks in Creating a Two-Tier Pay Scale and Creating a Paid-Call Battalion Chief position for Reimbursable Assignments only at an hourly rate of \$50, effective April 30, 2024, was approved.

**3. Consider an Increase to Administrative Assistant Wage Scale**

The Board of Directors would like to table Attachment 4, Authorizing an Increase to Administrative Assistant Wage Scale until a comprehensive job description and procedures manual that details all of the various functions of the position with step by step procedures for each function that can be used for succession planning purposes is completed. This item should also be discussed with the Personnel and Finance Committees before returning to the full Board.

**6. Closed Session – The Board will go into Closed Session to discuss:**

The meeting adjourned to Closed Session at 10:45 A.M.

**A. Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Ryan Gross, General Manager and Andy Grzywa, Fire Chief

Regarding: Running Springs Firefighters' Association, International Association of Firefighters Local 5308

**7. Open Session**

**A. The Board will come out of Closed Session and report on any action taken**

The Board of Directors came out of Closed Session at 10:57 A.M. and Manager Gross reported that there was no reportable action taken in Closed Session.

**8. General Manager's Report**

Manager Gross reported on various Capital Improvement Projects and staffing.

**9. Board Member Comments/Meetings**

Director Dyberg reported the Mountain Rim Fire Safe Council is providing free pine needle pick-up services.

**10. Meeting Adjourned**

The meeting was adjourned at 11:11 A.M.

Respectfully Submitted,



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President, Board of Directors  
Running Springs Water District

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Secretary of the Board of Directors  
Running Springs Water District

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024  
**TO:** Board of Directors  
**FROM:** Ryan Gross, General Manager  
**SUBJECT:** RATIFY EXPENDITURES

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors review the attached accounts payable check register and ratify the District's April 2024 expenditures.

A copy of the District's Cash Reserve Fund Summary as of April 30, 2024, the Pooled Cash Balance History and Fire Department Operating Reserve Fund History is also included for review and information.

**REASON FOR RECOMMENDATION**

Each month staff presents the monthly check register and recommends that the Board of Directors ratify the District's expenditures.

**ATTACHMENTS**

- Attachment 1 – Accounts Payable Check Register
- Attachment 2 – Cash Summary
- Attachment 3 – Pooled Cash Balance History
- Attachment 4 – Fire Department Operating Reserve Fund History

# Running Springs Water District

## Accounts Payable Checks

### April 2024

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
2 Hot Uniforms inc	Uniforms Gilbert Collins	04/12/24	271.86	109814	271.86
AAA Lead	Inspection: Nordic Tank	04/22/24	500.00	109816	500.00
Action Auto Repair Inc	'18 Ford F250: Mount & Balance Tire	04/04/24	102.16	109756	1,788.87
	Diagnose no start/power, replace fuel filters-MA	04/04/24	527.95	109756	
	Replace EGR/Intake Tubes & Gaskets on MA50	04/04/24	849.65	109756	
	Mount / Balance Tire on MA50	04/04/24	160.43	109756	
	Repair Exhaust Tip on MA50	04/04/24	148.68	109756	
Allstar Fire Equipment	Pro-Station/EMS/Wildland Boots: Collins	04/04/24	375.40	109757	375.40
Altmeyer, Inc.	Sewer Repair: GVL - Meadow Ln.	04/12/24	3,052.00	109783	3,052.00
American Family Life Assurance Company of Col	Additional Insurance Premiums - March 2024	04/01/24	143.26	DFT0002863	143.26
Amie Crowder	Reimbursement Claim 04/01/2024	04/04/24	75.00	109758	75.00
	Reimbursement Claim 04/04/2024	04/12/24	125.00	109784	150.48
	Reimbursement Claim 04/08/2024	04/12/24	25.48	109784	
Aramark	Treatment Supplies	04/04/24	153.67	109759	153.67
	Treatment Supplies	04/12/24	153.67	109785	307.34
	Treatment Supplies	04/12/24	153.67	109785	
	Treatment Supplies	04/26/24	153.67	109831	153.67
Arrowbear Park County Water District	Water Base - 02/20/24 - 03/20/24	04/04/24	71.05	109760	5,835.23
	Water Purchased - 02/20/24 - 03/20/24	04/04/24	5,764.18	109760	
AT&T Mobility	Internet: Treatment Plant - 04/02/24	04/22/24	43.24	109817	43.24
Bacon/Wagner Excavating, Inc.	Hauling of Bio Solids to One Stop: 2 Loads	04/12/24	1,012.00	109786	1,012.00
	Hauling of Bio Solids to One Stop - 2 Loads	04/26/24	1,012.00	109832	1,012.00
Best, Best & Krieger LLP	Legal Services - March 2024	04/12/24	1,710.83	109787	1,710.83
Bound Tree	Ambulance Supplies	04/12/24	23.49	109788	991.31
	Ambulance Supplies	04/12/24	967.82	109788	
Brandon Hannay	Reimbursement 03/08/2024	04/12/24	61.02	109789	61.02
BURR Group Inc.	Trash Service: 31242 Hilltop Blvd. - March 2024	04/10/24	236.02	DFT0002865	236.02
	Trash Service: 32151 Hunsaker Way - March 202	04/10/24	79.37	DFT0002866	79.37
	Trash Service: 30505 Fredalba Rd. - March 2024	04/10/24	1,017.61	DFT0002867	1,017.61
	Trash Service - Treatment Plant:Two Loads	04/12/24	1,265.30	109790	1,265.30
CAL FIRE	CFSTES Training-Fire Apparatus Driver/Operator	04/04/24	1,540.00	109761	1,540.00
California Association of Professional Firefighter	Disability Insurance Premiums - May 2024	04/22/24	147.50	109818	147.50
California Computer Options Inc	CMOS Battery Replacement & Remote IT Support	04/12/24	2.24	109791	3,406.99
	Fully Managed IT - April 2024	04/12/24	3,404.75	109791	
	District Telephone: 04/19/24 - 05/18/24	04/22/24	638.52	109819	638.52
	NETGEAR Orbi, Router w/ 2 ext., Sonic Wall	04/26/24	3,145.98	109833	3,145.98
CalPERS	Health Insurance Premiums April 2024	04/02/24	25,786.89	1002601088	25,786.89
	Employer Contributions PPE 04/01/2024	04/03/24	27,337.31	DFT0002877	27,337.31
	2024 Replacement Benefit Contribution	04/12/24	768.70	1002614718	768.70
	Employer Contributions PPE 04-15-2024	04/17/24	27,781.56	DFT0002896	27,781.56
Canon	Map Scanner - April 2024	04/22/24	205.02	109820	205.02
Charter Communitcations	Internet: District Office/Station 51: 4/9 - 5/8/24	04/25/24	257.56	DFT0002898	257.56
	Internet: Collections - 4/13 - 5/12/24	04/25/24	119.98	DFT0002899	119.98
	Internet: Station 50 - 4/13 - 5/12/24	04/25/24	129.98	DFT0002900	129.98
Citibank, N.A.	Misc. Supplies / Tools, Maintenance & Repairs	04/12/24	300.36;1135341139899:	11	300.36

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Clinical Laboratory of San Bernardino	Water Samples - March 2024	04/12/24	383.00	109792	383.00
	Treatment Samples - March 2024	04/26/24	1,048.00	109834	1,048.00
County of San Bernardino	Monthly Parcel Map Revision - April 2024	04/04/24	2.00	109762	2.00
	Lien Release x2	04/04/24	40.00	109763	40.00
	EOA 19: FY 23-24 4th Qtr.	04/12/24	1,093.99	109793	1,093.99
	Lien Release x 1	04/12/24	20.00	109794	40.00
	Lien Release x 1	04/12/24	20.00	109794	
	Dump Fees	04/22/24	15.58	109821	15.58
Crestline-Lake Arrowhead Water Agency	Lien Release x1	04/26/24	20.00	109835	20.00
	Water Purchased - Nob Hill: March 2024	04/04/24	1,184.34	109764	1,184.34
CSA SERVICE SOLUTIONS, LLC	Ambulance Gurney Repair Contract	04/04/24	1,050.00	109765	2,100.00
	Ambulance Gurney Repair Contract	04/04/24	1,050.00	109765	
Cypress Ancillary Benefits	Dental Premiums - May 2024	04/12/24	828.28	109795	828.28
Department of Motor Vehicles	Title Fee: 2024 Nissan Frontier - Vin End: 8714	04/10/24	27.00	109780	54.00
	Title Fee: 2024 Nissan Frontier - Vin End 8766	04/10/24	27.00	109780	
Dillon Faubion	Overpayment on Services	04/26/24	168.77	109836	168.77
Dixi Willemse	Reimbursement Claim 03/25/2024	04/04/24	400.46	109766	400.46
	Reimbursement Claim 04/24/24	04/26/24	404.48	109837	404.48
Don's Auto Inc	Oil Change: Ford F450, 7.3	04/12/24	158.44	109796	158.44
	Telephone Booster, Treatment Plant, LS's: 04/20	04/26/24	1,658.10	109838	1,658.10
Global Payments Integrated	Over the Counter - March 2024	04/02/24	681.23	DFT0002879	681.23
	IVR-Web Fees: March 2024	04/02/24	5,980.48	DFT0002880	5,980.48
Green Valley Water Mutual Company	32985 Canyon Dr: 01/01/24 - 03/31/24	04/04/24	1,537.50	109767	3,075.00
	32958 Maple Ln.: 01/01/24 - 03/31/24	04/04/24	1,537.50	109767	
	32985 Canyon Dr.: Annual Connection Fee Incre:	04/22/24	153.75	109822	307.50
	32958 Maple: Annual Connection Fee Increase	04/22/24	153.75	109822	
Harrington Industrial Plastics LLC	PVC Pipe, Cement Solvent, & Primer	04/12/24	208.41	109797	208.41
Hi-Desert Publishing-Mountain News	Notice of Inviting Bids 03/14/24 & 03/21/24	04/04/24	304.00	109768	304.00
INFOSEND	Statement Data Processing - March 2024	04/12/24	2,698.08	109798	2,698.08
Inland Desert Security & Communications	Answering Service - March 2024	04/22/24	178.00	109823	178.00
Inland Water Works Supply Company	Misc. Parts Inventory	04/12/24	807.54	109799	807.54
Life-Assist, Inc	Ambulance Supplies	04/22/24	285.20	109824	285.20
Linda Mayfield	Reimbursement Claim 04/12/2024	04/22/24	474.98	109825	474.98
	Reimbursement Claim 04/24/24	04/26/24	349.40	109839	349.40
Liquinox	Bioxide/ cn-9	04/26/24	7,849.28	109840	7,849.28
Lou's Gloves, Inc	Blanket PO for Lou's Gloves	04/26/24	99.00	109841	99.00
MARTINDALE COMMERCIAL REAL ESTATE, INC.	Parking Rent at Station 50 - April 2024	04/01/24	350.00	303A-AC00	350.00
McMaster-Carr Supply Company	Misc. Pipe Fittings	04/04/24	83.02	109769	83.02
	PVC Pipe Fitting Elbow Connectors	04/12/24	112.06	109800	371.34
	Strut Mount Routing Clamps & Stud Concrete Ar	04/12/24	102.15	109800	
	Brass Pipes & PVC Pipe Fittings	04/12/24	68.91	109800	
	Latex Finger Protection Tape & Work Gloves	04/12/24	88.22	109800	
	Credit for invoice 24703431	04/22/24	-11.79	109826	22.85
	Credit from Invoice 24652603	04/22/24	-11.24	109826	
	Credit for Invoice 24703431	04/22/24	-88.22	109826	
	Work Gloves, Bandages, Finger Tape	04/22/24	76.43	109826	
	Wall Brass Pipe, PVC Plastic Pipe Fitting	04/22/24	57.67	109826	
Nationwide	Employee Contributions - PPE 04/01/2024	04/05/24	2,397.00	DFT0002878	2,397.00
	Employee Contributions - PPE 04-15-2024	04/19/24	2,397.00	DFT0002894	2,397.00
Nestle Waters North America	Drinking Water - Treatment Plant	04/28/24	21.54	DFT0002909	21.54

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Nick Nikas	Reimbursement Claim 04/04/2024	04/12/24	706.20	109801	706.20
Occupational Health Centers of California	RTW Physical	04/12/24	142.00	109802	142.00
One Stop Landscape Supply	Solids Handling	04/04/24	3,560.20	109770	3,560.20
Paychex of New York	Flex Time - April 2024	04/22/24	291.55	DFT0002897	291.55
Principal Life Insurance Company	Vision Insurance: May 2024	04/22/24	178.53	DFT0002902	178.53
Provident Agency, Inc	Final Installment - PCF Accident & Health	04/12/24	5,613.00	109803	5,613.00
Ram Software Systems, Inc	AIM Online Software - 04/01/2024	04/01/24	257.50	DFT0002882	257.50
Raul Garcia	Snow Removal at Collections Bldg & LS 2	04/12/24	950.00	109804	950.00
Reliance Standard Life Insurance Company	Life Insurance and AD&D: May 2024	04/19/24	1,511.32	929077	1,511.32
Rentokil North America, Inc.	Pest Control: Treatment Plant & Collections Bldg	04/17/24	172.00	DFT0002910	172.00
Rim Forest Lumber and Hardware	Box for F600 Flatbed & Rebar for Maintenance	04/04/24	68.74	109771	68.74
Robert Aberg	Reimbursement Claim 04/15/2024	04/22/24	165.00	109827	165.00
Rocio Silva	Janitorial Service March 2024	04/04/24	485.00	109772	485.00
Rogers Anderson Malody & Scott LLP	Consulting Fees for March 2024	04/22/24	924.00	109828	924.00
Ryan Gross	Reimbursement Claim #2 - 04/10/2024	04/12/24	2.58	109805	304.99
	Reimbursement Claim 04/05/2024	04/12/24	229.20	109805	
	Reimbursement Claim 04/10/2024	04/12/24	73.21	109805	
	Reimbursement Claim #2: 04/18/24	04/22/24	205.00	109829	494.76
	Reimbursement Claim 04/18/24	04/22/24	289.76	109829	
	Reimbursement Claim #2 - 04/23/24	04/26/24	22.89	109842	51.14
	Reimbursement Claim 04/23/2024	04/26/24	28.25	109842	
Safeguard Business Systems	RSWD LOGO ENVELOPES	04/26/24	423.51	109843	423.51
SCADA Integrations	SCADA System Improvements	04/12/24	59,392.50	109806	59,392.50
	Troubleshooting & System Improve. of Wonder	04/26/24	8,120.00	109844	8,120.00
Sedgwick Claims Management Services	Workers Comp. - 02/01/24 - 02/29/24	04/04/24	112.00	109773	112.00
South Coast Air Quality Management District	AQMD Fee July '23-June '24 / LS 1	04/04/24	251.11	109774	1,004.44
	AQMD Fee July '23-June'24 / LS 4	04/04/24	251.11	109774	
	AQMD Fee: July '23 - June '24 / LS 5	04/04/24	251.11	109774	
	AQMD Fee July '23-June '24 / LS 3	04/04/24	251.11	109774	
	2689 LOMA DR. - ICE EM ELEC GEN-DIESEL	04/12/24	504.91	109807	665.26
	2689 LOMA DR. - FLAT FEE FOR LAST FY EMISSIC	04/12/24	160.35	109807	
Southern California Edison Company 2	Monthly Statement - March 2024	04/11/24	40,363.06	DFT0002875	40,363.06
Southern California Gas Company	Gas Usage - March 2024 - 32150 Hunsaker Way	04/18/24	500.98	DFT0002884	500.98
	Gas Usage - March 2024 - 2536 Hunsaker Dr.	04/20/24	436.44	DFT0002885	436.44
	Gas Usage - March 2024 - 31250 Hilltop Blvd.	04/20/24	598.23	DFT0002886	598.23
	Gas Usage - March 2024- 1950 Poplar Dr.	04/22/24	16.01	DFT0002887	16.01
	Gas Usage - March 2024 - 31246 Hilltop Blvd.	04/22/24	512.65	DFT0002888	512.65
State Water Resources Control Board	Annual Permit WWTP-# 8 361005094	04/12/24	1,673.00	109808	1,673.00
Superior Automotive Warehouse	Battery, Air Comp., Starting Fluid, Hose Clamps	04/12/24	380.19	109809	1,021.63
	Battery, Oil & Filters, Cleaners, Misc.Parts	04/12/24	641.44	109809	
TKE Engineering Inc.	ROWCO Water System Improvements	04/04/24	2,432.50	109775	2,432.50
	ROWCO Water System Improvements	04/26/24	24,405.00	109845	24,405.00
Tom Dodson & Associates	March 2024 CEQA: Harris Property	04/26/24	7,645.00	109846	7,645.00
Tyler Technologies, Inc	Utility Billing: IVR, Site, ACH - 1/1/24 - 3/31/24	04/12/24	10,138.00	109810	10,288.10
	Utility Billing: SMS & Calls - 01/01/24 - 03/31/24	04/12/24	150.10	109810	
Underground Service Alert of Southern Californi	New Dig Tickets & Maintenance Fee - 04/01/24	04/04/24	388.00	109776	388.00
United Healthcare	Ambulance Refund 03/28/2024	04/04/24	300.86	109777	300.86
Universal Power Systems Inc	Fix coolant temp alarm and under speed shut dc	04/12/24	532.00	109811	532.00
USDA Forest Service	Special Uses Permit - 2024	04/04/24	76.37	109778	3,016.48
	Special Uses Permit: Sewage Transmission Line 2	04/04/24	2,940.11	109778	

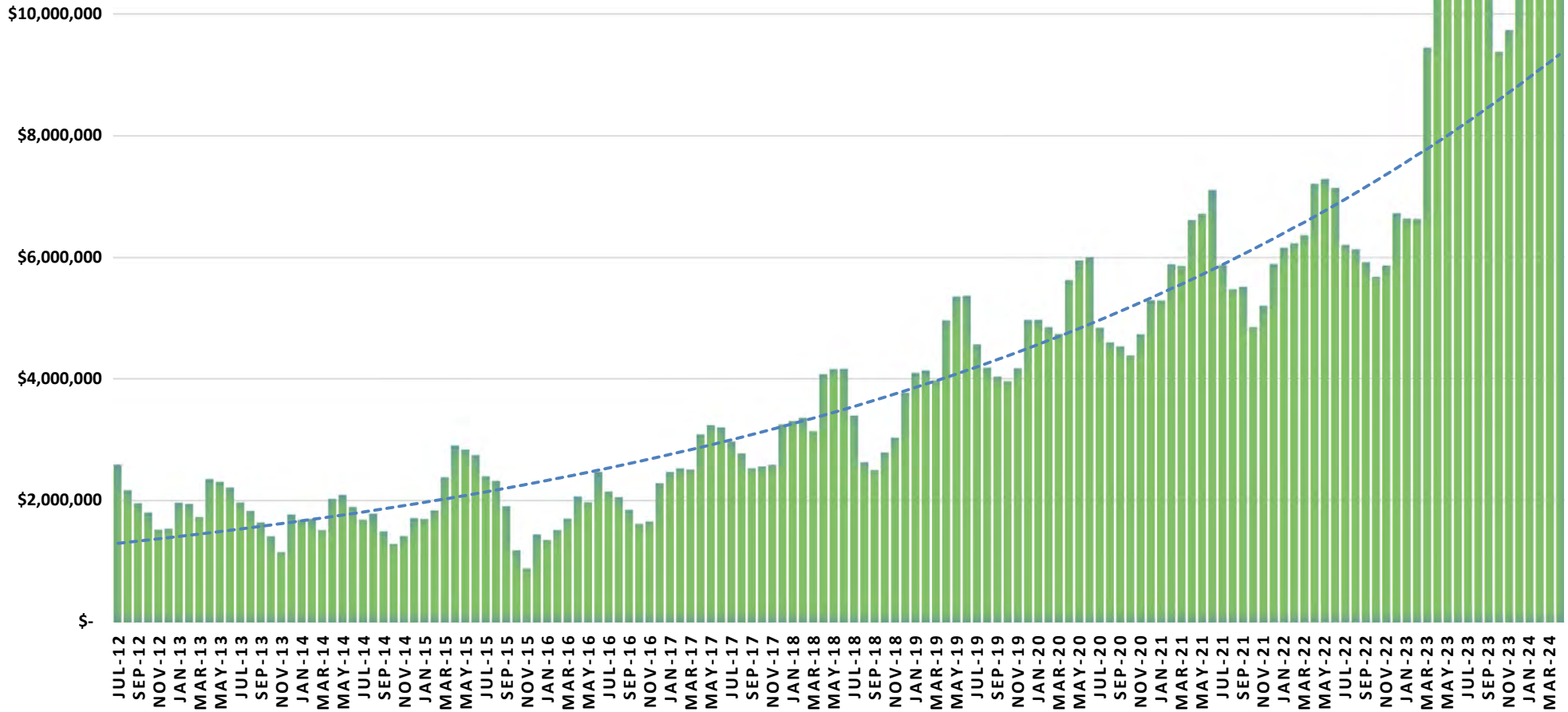
Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Utility Systems, Science, & Software, Inc.	Sewer Flow Monitoring	04/04/24	16,372.50	109779	16,372.50
Valic	Employee Contributions PPE 04/01/2024	04/02/24	2,441.17	DFT0002876	2,441.17
	Employee Contributions PPE 04-15-2024	04/16/24	2,406.71	DFT0002895	2,406.71
	Employee Contributions PPE 04/29/2024	04/30/24	2,322.87	332436	2,322.87
Verizon Wireless Services LLC	Cell Phones / Ipad / Hot Spots / SLS / Cradlepoin	04/20/24	536.11	DFT0002883	536.11
Visa	04/01/24 Statement - Ellsberry	04/01/24	777.78	90RA01	777.78
	04/01/24 Statement - Aberg	04/01/24	250.00	90RA07	250.00
	04/01/24 Statement - Crowder	04/24/24	1,587.65	90RA02	1,587.65
	04/01/24 Statement - Gross	04/24/24	2,957.63	90RA02	2,957.63
	04/01/24 Statement - Miller	04/24/24	3,388.54	90RA05	3,388.54
	04/01/24 Statement - Grzywa	04/24/24	57.40	90RS07	57.40
Vyanet Operating Group	Security Monitoring - Dist. Office 5/1 - 7/31/24	04/22/24	225.18	109830	225.18
W.W. Grainger, Inc	Rubber Boots for Crew	04/12/24	162.87	109812	162.87
Zoll Medical Corporation GPO	Ambulance Supplies	04/12/24	679.45	109813	679.45

**Totals**

Payment Type	Payable Count	Payment Count	Payment
Regular Checks	120	88	206,881.58
Manual Checks	0	0	0.00
Voided Checks	0	1	0.00
Bank Drafts	39	39	157,349.98
EFT's	0	0	0.00
<b>Totals</b>	<b>159</b>	<b>128</b>	<b>364,231.56</b>

<b>Fund Balances as of April 30, 2024</b>	
<b>Fire &amp; Ambulance Department</b>	
Fire & Ambulance Department Operating Fund	2,753,910
<b>Recommended Operating Fund Target (6 Months Operating Expenses)</b>	<b>1,630,000</b>
<b>Fire &amp; Ambulance Department Operating Fund, Above or (Below) Target</b>	<b>1,123,910</b>
<b>Wastewater Division</b>	
Wastewater Capital Improvement Project Reserve	3,128,570
Wastewater System Connection & Capacity Charges	22,781
CWSRF Loan Agreement 14-813 Debt Reserve (Restricted for SLS 1-3 Debt Service)	171,537
Wastewater Operating Reserve Fund	523,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>523,000</b>
<b>Wastewater Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Green Valley Lake (GVL) Wastewater Division</b>	
Wastewater Capital Improvement Project Reserve	2,572,297
Wastewater System Connection & Capacity Charges	21,345
Wastewater Operating Reserve Fund	200,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>200,000</b>
<b>GVL Wastewater Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Water Division</b>	
Water Capital Improvement Project Reserve	1,780,672
Water System Connection & Capacity Charges	-
Water Infrastructure R&R Reserve (MFC & AMR SRF Debt Reserve)	89,334
Water Operating Reserve	560,000
<b>Recommended Operating Reserve Fund Target (4 Months Operating Expenses)</b>	<b>560,000</b>
<b>Water Operating Reserve, Fully Funded or (Below Target)</b>	<b>Fully Funded</b>
<b>Assessment Districts Restricted Funds</b>	
Water Assessment District No. 10 Construction Funds	26,421
Water Assessment District No. 10 O&M	20,545
<b>Subtotal Assessment Districts</b>	<b>46,966</b>
<b>Total District Designated &amp; Operating Reserve Funds</b>	<b>11,823,447</b>
<b>Assessment District Funds</b>	<b>46,966</b>
<b>Combined Pooled Cash</b>	<b>11,870,413</b>
<b>Checking Account (General)</b>	<b>329,961</b>
<b>LAIF - Investment</b>	<b>4,915,690</b>
<b>MBS Investments (Laddered CDs &amp; US Treasury Bills)</b>	<b>6,618,769</b>
<b>York Insurance Deposit / Sedgwick</b>	<b>4,994</b>
<b>Petty Cash</b>	<b>1,000</b>
<b>Combined Pooled Cash</b>	<b>11,870,413</b>

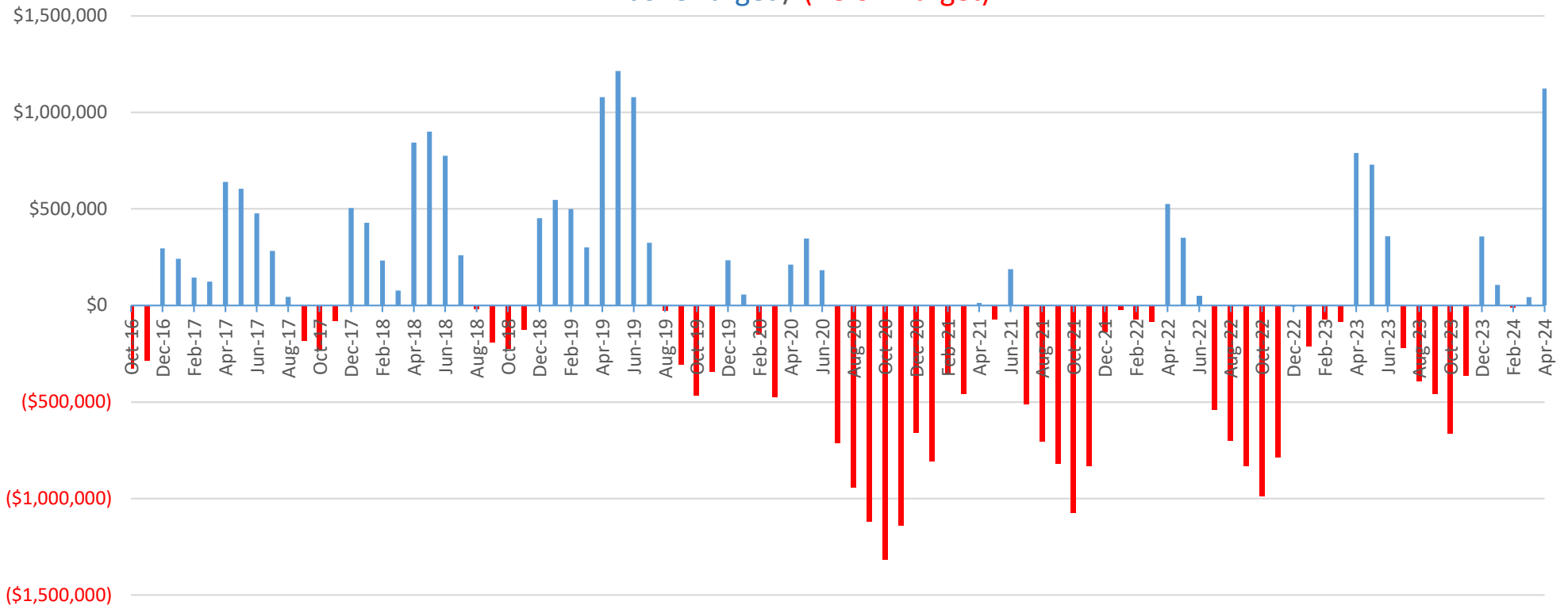
### COMBINED POOLED CASH BALANCE





**Fire Department Operating Reserve Policy Target is 6 Months of Budgeted Operating Expenses  
or \$1,630,000**

Above Target / (Below Target)



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager

**SUBJECT:** CONSIDER APPROVING FISCAL YEAR ENDING 2025 PROFESSIONAL SERVICES CONTRACT WITH ROGERS, ANDERSON, MALODY AND SCOTT (RAMS)

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider approving a Professional Services Contract with Rogers, Anderson, Malody and Scott, LLP (RAMS) for Fiscal Year Ending 2025 Financial Consulting Services in an amount not to exceed \$50,000 for general accounting services and authorize the General Manager to execute the contract. Attachment 1 includes the RAMS Engagement Letter.

**REASON FOR RECOMMENDATION**

The District has the continued need for Financial Consulting Services to assist staff in following consistent and accurate accounting practices and with preparing for the District's annual financial audit and other financial and accounting matters.

**FISCAL INFORMATION**

Staff is recommending a not to exceed amount of \$50,000 be approved for Fiscal Year Ending 2025 for outside accounting services.

**ATTACHMENTS**

Attachment 1 - RAMS Engagement Letter



ROGERS, ANDERSON, MALODY & SCOTT, LLP  
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

735 E. Carnegie Dr. Suite 100  
San Bernardino, CA 92408  
909 889 0871 T  
909 889 5361 F  
ramscpa.net

April 29, 2024

#### PARTNERS

Scott W. Manno, CPA, CGMA  
Leena Shanbhag, CPA, MST, CGMA  
Bradferd A. Welebir, CPA, MBA, CGMA  
Jenny W. Liu, CPA, MST  
Gardenya Duran, CPA, CGMA  
Brianna Schultz, CPA, CGMA  
Brenda L. Odle, CPA, MST (Partner Emeritus)  
Terry P. Shea, CPA (Partner Emeritus)

#### MANAGERS / STAFF

Seong-Hyea Lee, CPA, MBA  
Evelyn Morentin-Barcena, CPA  
Veronica Hernandez, CPA  
Laura Arvizu, CPA  
John Maldonado, CPA, MSA  
Julia Rodriguez Fuentes, CPA, MSA  
Demi Hite, CPA  
Jeffrey McKennan, CPA  
Monica Wysocki, CPA

#### MEMBERS

American Institute of  
Certified Public Accountants

*PCPS The AICPA Alliance  
for CPA Firms*

*Governmental Audit  
Quality Center*

California Society of  
Certified Public Accountants

Board of Directors  
Running Springs Water District  
31242 Hilltop Boulevard  
Running Springs, California 92382

This letter is to confirm our understanding of the professional services we are to provide the Running Springs Water District for the fiscal year ended June 30, 2025.

#### **Scope of Services - Professional Support**

##### Monthly services:

- Capitalization of assets/Construction in process
- Review of bank reconciliation
- Prepare and record monthly journal entries as needed
- Assist with adjustments for monthly financial reports that include budget to actual revenue and expenditures
- Review ambulance billings and payroll postings
- Assist with implementation of new Governmental Accounting Standards Board Statements
- Review of cash receipts posting to identify items that may need to be reclassified, adjusted or monitored (grant or reimbursement receipts, proceeds from disposal of assets, other miscellaneous receipts)
- Available to answer questions as needed

##### Annual basis:

- Identify and post annual adjustments for the trial balance to be provided to the auditors
- Record interest receivables and payables
- Record inventory adjustments as necessary
- Adjust allowance for uncollectible ambulance billings
- Accrue A/P and payroll related items such as wages, vacation, sick and comp time
- Prepare pension information for audit
- Adjust prepaid expenses
- Accrue AIR as needed including other amounts such as upstream user billings, other misc. billings
- Prepare necessary work papers for the outside auditors and assist in the audit process as needed.
- Review audited financial statements

##### Additional assistance, as requested:

- Long range financial planning
- Staff training in various accounting functions
- As needed services



Board of Directors  
Running Springs Water District

Our fee for these services will be based on actual time spent at our standard rates of \$160 - \$420 per hour, depending on staff level. We estimate our fee for the above services to be \$41,580 - \$50,820 per year and is based on our estimated time and historical trends. As usual, we will only bill for work completed by our firm. The fee estimate is based on an hourly estimate of between 180 and 220 hours per year at approximately \$231 per hour.

In addition, we have the following other estimated fees:

- \$15,300 (approximately 60 hours) for any special projects during the year

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If either party elects to terminate our services, our engagement will be deemed to be completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

**ROGERS, ANDERSON, MALODY & SCOTT, LLP**



---

Scott W. Manno, CPA, CGMA  
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Running Springs Water District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024  
**TO:** Board of Directors  
**FROM:** Ryan Gross, General Manager  
**SUBJECT:** CONSIDER ACCEPTING PROPOSAL FOR FISCAL YEAR  
ENDING 2024 FINANCIAL AUDIT SERVICES

**RECOMMENDATION**

It is recommended that the Board of Directors consider approving the attached proposal for the Fiscal Year Ending 2024 financial audit services.

**REASON FOR RECOMMENDATION**

To conduct the District's Fiscal Year Ending 2024 Financial Audit.

**BACKGROUND INFORMATION**

Van Lant & Fankhanel (VLF) has conducted the District's last fiscal year audit. The principals of VLF have also worked on the District's last eight fiscal year audits. A copy of VLF's proposal is attached.

**FISCAL INFORMATION**

VLF has proposed a fee of \$24,800 which is the same as last year.

**ATTACHMENTS**

Attachment 1 – VLF Proposal

April 24, 2024

Board of Directors and Management  
Running Springs Water District  
31242 Hilltop Blvd.  
Running Springs, California 92382

We are pleased to confirm our understanding of the services we are to provide Running Springs Water District (District) for the year ending June 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ending June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension and OPEB Related Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Transmittal Letter and Other Introductory Section Information

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that,

individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

We will also provide a report on agreed upon procedures performed on the District's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, District Board and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.



Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate

individuals will be made available upon request and in a timely manner to the State of California or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Van Lant & Fankhanel, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in July/August of 2024 and to issue our reports no later than November 2024. Brett Van Lant is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$24,800 (same as prior year). These fees are based on the current audit scope, and the assumption the single audit will include no more than one major program. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

**VAN LANT & FANKHANEL LLP**

A handwritten signature in cursive script that reads "Van Lant & Fankhanel, LLP". The signature is written in dark ink and is positioned above the printed name of the signatory.

Brett Van Lant  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Running Springs Water District.

Management signature:

---

Title:

---

Date:

---

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024

**TO:** Board of Directors

**FROM:** Ryan Gross, General Manager  
Andrew Grzywa, Fire Chief

**SUBJECT: CONSIDER RE-APPROVAL OF CAL OES FORM 130 -  
DESIGNATION OF APPLICANT'S AGENT RESOLUTION NO.  
05-24 FOR NON-STATE AGENCIES**

**RECOMMENDED**

Consider approving Resolution No. 05-24, re-authorizing the District General Manager, Fire Chief, and Fire Battalion Chief as “Authorized Agents” of the district for California Office of Emergency Services (CAL OES) to seek emergency federal reimbursement for any existing or future grant programs (Federal & California Declared Disasters).

**REASON FOR RECOMMENDATION**

The CAL OES requires that an entity such as the Running Springs Water District have on file for each three-year period, or file per each California or federally declared disaster a Form 130, stating who is authorized to file a request for financial assistance for any disaster impacting the district. The current Cal OES Form 130 on file for the district expired on April 15, 2023.

**BACKGROUND INFORMATION**

Cal OES is the point of contact for obtaining existing or new grant funding for public entities for disasters including, but not limited to Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Program (LPDM). Cal OES requires an entity to identify those responsible for requesting and following up on requests for disaster grant assistance. An entity may place on file a Form 130 that is valid for three-years from the date of resolution or may file a Form 130 for each individual disaster.

**FISCAL INFORMATION**

There is no fiscal impact to the district from this  
agreement. **ATTACHMENTS**

Attachment 1 – Resolution No. 05-24 Cal OES Form 130



Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION 05-24 FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
 (Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_  
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.





**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024

**TO:** Board of Directors

**FROM:** Trevor Miller, Operations Manager  
Ryan Gross, General Manager

**SUBJECT:** CONSIDER AUTHORIZING WATER, FIRE AND WASTEWATER DEPARTMENT EXPENDITURES

**RECOMMENDED BOARD ACTION**

Consider authorizing staff to proceed with the following expenditures:

1. Replacement of Fuel Dispensing Controller and Management System by Western Pump - \$22,264.34
2. Wastewater Treatment Plant (WWTP) Screw Press Solids Feed Pump Rotor and Stator - \$5,652
3. Two Down Hole Pressure Transducers - \$5,520.82

**REASON FOR RECOMMENDATION**

1. Fuel Dispensing Controller and Management System - The existing Fuel Dispensing Controller and Management System has reached the end of its useful life and repair or replacement parts are no longer available.
2. WWTP Screw Press Solids Feed Pump Rotor and Stator – The WWTP Screw Press Solids Feed Pump Rotor and Stator are wear items and require periodic replacement.
3. Two Down Hole Pressure Transducers – One transducer is a replacement for the Complex ground water well, one transducer is a spare.

**BACKGROUND INFORMATION**

**1. Fuel Dispensing Controller and Management System:**

This item controls the fuel dispensing and tracks the fuel usage from the District's Above Ground Fuel Storage Tanks. In the last couple of weeks, the system has been losing communication with the fuel dispensing pumps and not allowing staff to refuel vehicles. The system manufacturer's representative was contacted, and a technician was sent out to try and resolve the communication issues, after looking into the communication issue it was determined that there were no replacement parts available

for the controller and the manufacturer no longer supports the software or hardware for the controller that was purchased and installed in 2013.

Three companies were contacted for a replacement system, Western Pump, Fuel Force and SoCal Compliance Services. Western Pump was the company that installed and commissioned the existing system and their price includes installation and commissioning. Fuel Force's price was equipment only and is two times the price of Western pumps price for equipment. SoCal Compliance Services did not return staffs calls.

Western Pump was selected to provide the replacement system due to the cost of the equipment; they installed the existing system and their price is for a turn key system. The Fuel Force quote was equipment only and was 65% of Western Pump's price without labor.

The existing system has been in place for more than 11 years and has provided trouble free service.

## **2. WWTP Screw Press Solids Feed Pump Rotor and Stator:**

This pump is used to feed liquid biosolids into the Screw Press for dewatering. The feed pump is used daily in conjunction with the screw press. As the liquid biosolids are pumped through the stator by the rotor, inorganic material in the liquid biosolids wears on both the rotor and stator due to the interference fit between the rotor and stator. As the rotor and stator wear from the pumping, the pump efficiency decreases and discharge pressure of the pump decreases.

The current Screw Press Solids Feed Pump rotor and stator have been in service for 7 years and pumped 36 million gallons.

## **3. Two Down Hole Pressure Transducers:**

The Down Hole Pressure Transducers are used to control the output of the groundwater wells throughout the District. They measure how far the water level is above the groundwater well pump suction and maintain a set level above the suction to prevent the pump from pulling in air. As the amount groundwater decreases, the water level in the well drops. As the water level drops, the pressure transducer slows down the groundwater well pump to maintain the set level above the pump's suction.

One transducer is a replacement for the Complex groundwater well, and the other transducer will be kept in inventory in the event a transducer at any of the other groundwater wells fails. By keeping one transducer in stock, it will limit how long the groundwater well is offline

## **FISCAL INFORMATION**

The \$22,264.34 cost of the new Replacement of Fuel Dispensing Controller and Management System will be split between all funds equally.

The cost of the new rotor and stator is \$5,652 and the funding source will be the Solids Handling account 350-57430. This was not a budgeted item so this account may end up slightly over budget.

The cost of the two Down Hole Pressure Transducers is \$5,521 and the funding source will be the Water Repairs & Maintenance account 200-57314.

## **ATTACHMENTS**

Attachment 1 – Quotes

**Quotation (CRM)**

<b>Sold To:</b>
10205 <b>RUNNING SPRING WATER DISTRICT</b> 31242 Hilltop Blvd.  Running Springs, CA 92382

<b>Job Location:</b>
<b>RUNNING SPRINGS WATER DISTRICT</b> 31242 Hilltop Blvd. Running Springs, CA 92382

<b>Details:</b>			
Quotation Number:	0000002641-000	Customer Code:	10205
Quotation Date:	May 2, 2024	Customer Name:	RUNNING SPRING WATER DISTRICT
Quotation Type:	Job	Reference:	TOPKAT REPLACEMENT
Sales Representative:	JOHNH	Cross Reference:	
Estimator:	ROBERTC	Expiration Date:	May 30, 2024
Job Number:	n/a		

<b>Scope of Work:</b>
***SOURCEWELL MEMBER PRICING BELOW CONTRACT #092920-GVR***

EKOS UPGRADE PROJECT - Scope of Work and Quotation to Provide and Install Gasboy Site Prime at 31242 Hilltop Blvd., Running Springs, CA 92382.


**SCOPE OF WORK:**

- Provide Remote EKOS Software setup through GO ENERGIES.
- Remove existing TOPKAT FMS System.
- Provide and install one (1) Gasboy Site Prime
- Mount Site Prime in place of TOPKAT using existing communication and power.
- Connect Site Prime to existing Point to Point connection.
- Customer to provide access to network.
- Program Site Prime and connect system to EKOS cloud (Requires EKOS Fuel Site module paid direct to Go Energies (\$179 per site/ per month).
- Provide up to two (2) hours of training.
- Clean up trash from our work.

**NOTES:**

- 1.Above price is based on 50 hours of onsite time. Additional labor will be billed at DIR Rate of \$165 per hour.
- 2.Price excludes providing or installing any Main Electrical Panels (tying into existing).
- 3.Price excludes running any new cabling (electrical or communication).
- 4.Price excludes any/all additional Petroleum Equipment or Installation Work not specifically listed above.
- 5.Price excludes any/all Repairs to existing defective Equipment (Fuel Dispensers, Flow Meters, Electrical Wiring, Conduit, etc.).
- 6.Price excludes any/all permits not listed above.
- 7.Western Pump will not be held responsible for delays caused by the manufacturer, carrier, or any unforeseen events or actions.
- 8.Western Pump will not be held liable for unexpected cost increases and surcharges for materials and equipment prior to project start and will notify customer with proof for cost reimbursement.
- 9.Price is based on utilizing existing electrical wires and conduit runs. If additional work is required due to blockage, Western Pump will be compensated at a DIR labor rate of \$165.00 per man hour plus materials.

If you have any questions, please do not hesitate to contact me at (310) 463-4276. If the proposal and terms are acceptable, please sign below and return to Western Pump with your deposit.

**WESTERN PUMP**  
 3235 F Street  
 San Diego, CA 92102  
 (888) 239-9988  
[www.westernpump.com](http://www.westernpump.com)  




Code/Part #	Description	Qty.		Unit Price	Amount
	***SOURCEWELL MEMBER PRICING BELOW CONTRACT #092920-GVR*** **EKOS SOFTWARE**				
EKOS-STARTUP	SETUP FEE, EKOS Software (One-Time) Requires EKOS Fuel Site module paid direct to Go Energies (\$179 per site/ per month).	1.00	E	3,000.00	3,000.00
	**GASBOY SITE PRIME FMS**				
FL-0EHCSU-00	Site PRIME UX Electronic	1.00	E	6,146.00	6,146.00
Z-FL0-PEDSMT	Site PRIME Option: Base Mount	1.00	E	710.00	710.00
	SUB TOTAL--->				9,856.00
	LABOR & INSTALLATION--->				11,250.00
	SALES TAX	1.00		577.84	577.84
	FREIGHT TO WAREHOUSE	1.00		348.00	348.00

Summary:	
<b>SubTotal:</b>	<b>22,031.84</b>
<b>Tax(3,000.00)</b>	<b>232.50</b>
<b>Total Quotation:</b>	<b>22,264.34</b>

- Notes:**
- Prices stated are firm for 7 days from the date of this Quotation unless noted otherwise.
  - Payment to be made as follows: 25% down payment, 25% job start, major equipment billed and due upon shipment from Vendor, final balance due immediately upon receipt and/or start-up and commissioning (unless credit terms have been pre-approved).
  - Financing Terms: 100% financing may be obtained through available lease programs with terms from 24 to 48 months and will include any required deposit. To learn more about these options, please contact your WESTERN PUMP sales consultant.
  - WESTERN PUMP, Inc. Standard Terms and Conditions (see below) will apply.
  - WESTERN PUMP, Inc. Supplemental Conditions (see below) will apply.
  - WESTERN PUMP, Inc. will not be liable for direct, indirect, special, or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through, or under Customer.
  - Customer hereby accepts the Terms and Conditions set forth within.
  - Materials and equipment are subject to all applicable taxes.
  - Cancellations or returns or non-stock or special order items are subject to a minimum 15% restocking charge, or may not be returnable.

**BY SIGNING AND ACCEPTING THIS QUOTATION,  
 CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ,  
 UNDERSTANDS, AND AGREES WITH ALL OF THE  
 TERMS AND CONDITIONS LISTED WITHIN.**

QUOTED BY:	ACCEPTED BY:	DATE:
SIGNATURE:	PRINT NAME:	
COMPANY NAME: WESTERN PUMP	TITLE:	
DATE: May 2, 2024	COMPANY:	



### Fuel Management System Quote

Quote No: 2240506-01-MG

Total Amount: \$14,772.00  
Quote Date: May 6, 2024  
Expires On: June 5, 2024

Sales Contact: Merrill Gauron  
Email: [merrill.gauron@fuelforce.com](mailto:merrill.gauron@fuelforce.com)  
Mobile: 714.425.6485



Customer: Running Springs Water District  
Address: 31242 Hilltop Blvd.  
City, State, Zip: Running Springs, CA 92382

Primary Contact: Trevor Miller  
Phone: 909-499-0447  
Email: [tmiller@runningsprings.com](mailto:tmiller@runningsprings.com)

ITEM #	DESCRIPTION	LIST PRICE	UNIT PRICE	QUANTITY	LINE TOTAL
<b>Hardware</b>					
FF894-AC4	Island Mounted Fuel Controller, Controls up to 4 Hoses, Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Numeric Keypad, Cell Modem, 4-Hose	\$10,340.00	\$8,789.00	1	\$8,789.00
<b>Sub Total</b>					<b>\$8,789.00</b>
<b>Software</b>					
FSN 001	Fuelserve.net SaaS - Standard Customer Support, includes Cellular or Network Communication Service (Annual License)*	\$2,875.00	\$2,443.00	1	\$2,443.00
<b>Sub Total</b>					<b>\$2,443.00</b>
<b>Professional Services</b>					
SS100-01	Setup Service (Single Site Controller) includes Account Setup, Preload Data, Remote User Training.	\$2,160.00	\$2,160.00	1	\$2,160.00
ISP-1	Installation Support for Fuel Management System	\$270.00	\$270.00	4	\$1,080.00
S&H	Shipping and Handling	\$300.00	\$300.00	1	\$300.00
<b>Sub Total</b>					<b>\$3,540.00</b>
<b>TOTAL</b>					<b>\$14,772.00</b>

Notes	
1	Due to the uncertainty of global inflationary price increases, this QUOTE is valid for 30 days from the date of issue.
2	This quote does not include payment of fees, permits, or taxes.
3	Installation and site preparation to be provided by Multiforce authorized service representative. <b>Installation labor not included.</b>
4	All FuelForce Hardware is warranted for one (1) year from date of installation or fifteen (15) months from delivery to the customer whichever is less.
5	Warranty covers the cost of replacement of parts that have failed by normal wear and tear.
6	Multiforce will cross ship replacement parts under Warranty. Failed parts must be returned to Multiforce for credit if requested.
7	Multiforce will provide software training remotely by webinar.
8	Terms of Customer Support are covered in the Customer Support Services Agreement
9	This quote includes the cloud based Fuelserve.net Software as a Service and does not require an in-house computer system.
10	This quote requires network communication service at each site. If the Cellular option is not selected, the Client is responsible for providing access to Fuelserve.net through an internal network per Fuelforce specifications.
11	The Customer may authorize an unlimited number of users to the Fuelserve.net as part of the annual support agreement.
12	<b>Budgetary quote, with no installation included in the quote. Our certified installation team, say require a site visit to determine whether an RS485 board is required.</b>

Terms and Conditions
Full Payment to be Invoiced on order. Payment due within 15 days of shipment date.
For customers paing by credit card there will a 4% surcharge to cover our costs. This is not applicable in the following states: California, Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts, New York, Oklahoma and Texas,
Customer is responsible for reporting and payment of all fees, permits and taxes.

To accept the quotation, sign here and return by email or fax (609) 683-4835.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**P.O. Number** \_\_\_\_\_

**Other notes:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Multiforce Systems Inc.  
101 Wall Street  
Princeton, NJ 08540  
609-683-4242

THANK YOU FOR YOUR BUSINESS!



April 15, 2024

ATTN: Tom Shoopman - Running Springs WD  
 30505 Fredalba RD  
 Running Springs, CA 92382  
 PH: 909-867-3689

QUOTE: DXP071-24-41524  
 Project: Seepex Parts quote

Email: tshoopman@runningspringswd.com

We are pleased to provide pricing for the following equipment:

Qty	Part #	Description	Each	Total
		<b>Parts for BN17-6L CN: 836237.2</b>		
1	Small Repair Parts Kit	To Include: (1) mechanical seal MecSea SEEPEX GA-G60 055 Q1Q1 VGG, (1) casing gasket 60/10 SiL C4400 91+1x120-1x1, (1) Rotor 60/17-6L C45 Duk250 3.1, (1) Stator 60/17-6L NBR TSE, (2) joint kit Single Set Joint Parts 060/10 NBR 30321 Single Set Joint Parts 060/10 NBR 30321 One Joint kit includes: 1x 401 - retaining sleeve 1x 402 - coupling rod pin 2x 403 - guide bushings 1x 405 - universal joint sleeve 1x 406 - large holding band 1x 407 - small holding band 1x 2 ounce bottle of joint grease (42cm) This set contains the pin joint grease type 30321	\$ 5,652.00	\$ 5,652.00
<b>Please reference DXP071-24-41524 when placing order.</b>				<b>Total: \$ 5,652.00</b>

Subject to DXP Terms & Conditions of Sale. Net Thirty (30) Terms are subject to DXP Credit department approval.  
<https://www.dxpe.com/terms-html/>

F.O.B: Seepex Factory Enon, OH  
 Ships: (2-3) Weeks

Notes: Warranty: Seepex Standard Warranty apply, which requires removal & reinstallation and freight charges by Owner. In & Out Bound Freight: charges and any applicable Sales Tax are not included in prices quoted. DXP Terms & Conditions of Sale are applicable. Order minimum \$350.00 Please Note that due to the Global COVID-19 Pandemic there are significant logistic delays and therefore the leadtimes provided cannot be guaranteed. We will do our best to meet the delivery dates specified and will notify you as soon as possible with any delays. Thank you for your patience and understanding.

Regards,

**Carl Cioffi**  
 Sales Engineer  
 Cortech Engineering  
 Direct: (951) 415-4540  
 FAX: (714) 693-1715  
 Carl.Cioffi@dxpe.com



**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024

**TO:** Board of Directors

**FROM:** Andrew Grzywa, Fire Chief  
Ryan Gross, General Manager

**SUBJECT:** CONSIDER ADOPTING RESOLUTION NO. 06-24, RENEWAL OF CAL FIRE FEDERAL EXCESS PROPERTY (FEPP) COOPERATIVE AGREEMENT #993221

**RECOMMENDED**

Consider adopting Resolution No. 06-24, for renewal of the Fire Departments current Cal Fire Cooperative Agreement for the no cost acquisition of Federal Excess Property (FEPP) should the department have necessity for such available fire equipment or fire apparatus.

**REASON FOR RECOMMENDATION**

Cal Fire is the state administrator for the dispersal of Federal Excess Firefighting Equipment and Apparatus. The Fire Department currently has a Cooperative Agreement with Cal Fire that was executed in 2019 and is set to expire this year. This renewal will authorize the Fire Chief to acquire Federal Excess Firefighting Equipment and Fire Apparatus should the Fire Department have the necessity for it.

**BACKGROUND INFORMATION**

The Fire Department, as do many other California fire agencies, has had an agreement in place to acquire at no cost excess Federal Firefighting Equipment and Apparatus. Cal Fire acts as the administrator for this program for the excess equipment, most of which is surplus from the USDA Forest Service. The Fire Department does not currently have any excess Federal equipment or apparatus. With the current financial situation statewide and nationally, we would like to continue to have the option to acquire excess Federal Firefighting Equipment and Apparatus should it fulfill the needs of the District.

**FISCAL INFORMATION**

There is no fiscal impact to the district from this agreement.

**ATTACHMENTS**

Attachment 1 – Resolution No. 06-24 For FEPP Agreement #993221 Renewal

Running Springs Water District  
RESOLUTION NO. 06-24 AUTHORIZING APPLICATION  
FOR THE FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
IN ACCORDANCE WITH  
Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101)

\_\_\_\_\_  
Date

The Board of Directors of the Running Springs Water District (Running Springs Fire Department) finds:

WHEREAS, there is a need for excess personal property from the United States Department of Agriculture (USDA) Forest Service through the Federal Excess Personal Property (FEPP) program to help actively engage in the prevention, protection, and suppression of all wildland, rural, structural, or other fires in the County of San Bernardino, and,

WHEREAS, the loan of certain FEPP items is available for local fire agencies as described in the USDA Forest Service FEPP Desk Guide, in accordance with the Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101).

THEREFORE, be it resolved that the Board of Directors of the Running Springs Water District (Running Springs Fire Department) accepts the agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the Running Springs Water District (Running Springs Fire Department) for the acquisition of FEPP, and, authorizes Fire Chief, Andrew Grzywa to sign the agreement on behalf of the Board of Directors.

Adopted this 15th Day of May 2024 by the Board of Directors of the Running Springs Water District (Running Springs Fire Department)

- Ayes:
- Noes:
- Abstentions:
- Absent:

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors  
Running Springs Water District

\_\_\_\_\_  
President, Board of Directors  
Running Springs Water District



**DEPARTMENT OF FORESTRY & FIRE PROTECTION  
BUSINESS SERVICES OFFICE**  
Federal Property Unit  
P. O. Box 944246  
Sacramento, CA 94244-2460  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



April 16<sup>th</sup>, 2024

Andrew Grzywa, Fire Chief  
Running Springs Fire Department  
PO Box 2206  
Running Springs, CA 92382

**Subject: Federal Excess Personal Property (FEPP) Cooperative Agreement Number 993221**

Dear Chief Grzywa:

Enclosed is a renewal Cooperative Agreement with CAL FIRE for the Federal Excess Personal Property (FEPP) program. Currently, your department does not have any federal property as noted in Attachment A.

A Want/Wish list form has been included for you to complete, at your option. This form gives our office an idea of the needs of your fire department, and we can work more efficiently as a team to acquire property.

To continue in the FEPP Program, please review the agreement for accuracy and if everything is correct, complete the following:

1. Sign page six of the Cooperative Agreement.
2. Include a signed resolution\* from the governing board/council approving participation in the FEPP Program. A blank resolution letter is included, but you may use your own version.
3. GSA PPMS Screener Request Form – gives you access to view available property on the GSA website.
4. Want/Wish List form.
5. Email your completed agreement and additional paperwork listed above to [sierra.lindgren@fire.ca.gov](mailto:sierra.lindgren@fire.ca.gov)  
Alternatively, you may mail your completed packet to: CAL FIRE Federal Property Unit, P.O. Box 944246, Sacramento, CA 94244-2460, **Attn:** Sierra Lindgren

*\*NOTE: Per the United States Department of Agriculture (USDA) Forest Service, without the resolution, the agreement is incomplete and will result in the inability of CAL FIRE to acquire property items for your department.*

A copy of the agreement will be emailed to you when the additional signatures have been obtained.

*If your department would no longer like to participate in the FEPP Program, please let me know so I can close your department's agreement file. The agreement can always be re-established should your department wish to participate in the FEPP program at a later date.*

Thank you for your assistance in completing this agreement in a timely manner and please contact me if you have any questions.

Sincerely,

Sierra Lindgren  
Federal Property Coordinator  
[sierra.lindgren@fire.ca.gov](mailto:sierra.lindgren@fire.ca.gov)

cc: Steve Elenburg, CAL FIRE BC BDU

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

**RUNNING SPRINGS FIRE DEPARTMENT**

This agreement made and entered into this        day of        , 20        , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the **Running Springs Fire Department**, hereinafter referred to as the COOPERATOR, covenants as follows:

I.        PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II.       MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III.       AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV.       RESPONSIBILITIES

THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10 percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.

13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the STATE and its decision shall be binding and final.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name: Running Springs Fire Department	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Andrew Grzywa	
Title: Fire Chief	
Street Address: 31250 Hilltop Blvd.	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address: PO Box 2206	Mailing Address: P.O. Box 944246
City: Running Springs	City: Sacramento
Zip: 92382	Zip: 94244-2460
Phone Number: (909) 867-2630 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: (909) 202-3217	Fax Phone Number: (916) 894-9880
Email: info@runningspringswd.com a.grzywa@runningspringsfd.org	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>



14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: San Bernardino Unit (BDU)	Point of Contact: BDU Forestry Logistics Officer
Physical Address: 3800 North Sierra Way	
City: San Bernardino	Zip Code: 92405
Phone Number: (909) 881-6900 Ext.        :	

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year of the last signature below.

<b>COOPERATOR</b>	
NAME OF COOPERATOR: <b>Running Springs Fire Department</b>	
BY (Authorized Signature): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Andrew Grzywa, Fire Chief</b>	
<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection (CAL FIRE)</b>	
BY (CAL FIRE Unit Chief): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Shane Littlefield, Unit Chief, San Bernardino Unit (BDU)</b>	
BY (CAL FIRE State and Federal Property and Recycling Manager): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Melissa Hillis, State and Federal Property and Recycling Manager</b>	

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
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**ATTACHMENT A**

**Running Springs Fire Department**

	<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
1.	NO PROPERTY AT THIS TIME		
2.			
3.			
4.			
5.			
6.			
7.			

Rev. November 2022



STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AAMS/GSA PPMS SCREENER REQUEST FORM  
**PROPERTY SEARCH ONLY**  
FOR LOCAL COOPERATORS IN FEPP PROGRAM

PLEASE READ AND COMPLETE ONLY APPLICABLE FIELDS	
NEW <input type="checkbox"/>	SCREENER ID (Update Only) <input type="checkbox"/>
DATE OF REQUEST:	LFC FEPP AGREEMENT #: <i>(To be completed by State)</i>
SCREENER INFORMATION - STEP 1	
NAME (First, Last):	
TITLE:	
FIRE COOPERATOR NAME:	
STREET ADDRESS (NO P.O. BOX):	
MAILING ADDRESS (If different from above):	
CITY AND STATE:	ZIP CODE:
TELEPHONE NUMBER (ex. (555)-555-5555):	CELL PHONE NUMBER (ex. (555)-555-5555):
EMAIL ADDRESS:	
ACCESS LEVEL REQUESTED:	
AAMS/GSA PPMS - PROPERTY SEARCH ONLY <input type="checkbox"/>	
AUTHORIZING SIGNATURES - STEP 2	
BY (Fire Chief or Authorizing Signature):	DATE SIGNED:
BY (State FEPP Coordinator):	DATE SIGNED:
THE SECTION BELOW IS FOR USE BY SACRAMENTO FEPP PROGRAM OFFICE AND THE USFS	
GSA PPMS LOGIN INFORMATION:	
LOGON ID:	TEMPORARY PASSWORD:
USDA FOREST SERVICE	
BY (Forest Service Property Management Officer):	DATE SIGNED:



STATE OF CALIFORNIA, THE RESOURCES AGENCY  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)  
 USDA FOREST SERVICE



**PROPERTY WANT / WISH LIST**  
 FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM

**NEW**


**UPDATE**


Date of Request: \_\_\_\_\_


Agreement #: 993221


FIRE COOPERATOR INFORMATION			
Fire Cooperator Name:		Running Springs Fire Department	
Fire Chief:		Andrew Grzywa	
Point of Contact (if different):			
Phone Number:		(909) 867-2630 ext.	
Cell Phone Number:		(909) 202-3217	
Email:		a.grzywa@runningspringsfd.org	
VEHICLE REQUEST			
Body Style/Type (Fire Engine, Pickup Truck, Tender, SUV, HUMVEE, etc.):			
Model:			
Year(s):		Cab Type (2 or 4 Doors):	
Transmission Type:		Drive Type (4x2, 4x4):	
Tonnage:		Fuel Type (Gas, Diesel):	
Additional Information:			
CAL FIRE Use Only	Comments: _____	Unit FLO Initial: _____	
VEHICLE REQUEST			
Body Style/Type (Fire Engine, Pickup Truck, Tender, SUV, HUMVEE, etc.):			
Model:			
Year(s):		Cab Type (2 or 4 Doors):	
Transmission Type:		Drive Type (4x2, 4x4):	
Tonnage:		Fuel Type (Gas, Diesel):	
Additional Information:			
CAL FIRE Use Only	Comments: _____	Unit FLO Initial: _____	

<b>ALL OTHER PROPERTY REQUESTS</b>	
Other equipment examples include but are not limited to: Slip-on pumps, generators, gym equipment, fire tools, winches, medical supplies, vehicle parts, construction material, office supplies and household furniture.	
Item (Specific Details):	
Item (Specific Details):	
Item (Specific Details):	
Item (Specific Details):	
Item (Specific Details):	

<b>Cooperator: Review Terms</b>	
<input type="checkbox"/> 	<p>I certify that appropriate local funding will be made available to transport, repair, maintain, secure and store all FEPP property. This includes painting acquired rolling stock with the distinct US Forest Service green color to match the Fire district's/department's current vehicle fleet and to apply the logo and letter identifiers as outlined in the FEPP Cooperative Agreement Terms and Conditions.</p>

<b>COOPERATOR</b>	
NAME OF FIRE DEPARTMENT: <b>Running Springs Fire Department</b>	
BY (Authorized Signature): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Andrew Grzywa, Fire Chief</b>	

<b>STATE OF CALIFORNIA Department of Forestry and Fire Protection</b>	
BY (CAL FIRE FORESTRY LOGISTICS OFFICER): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Steve Elenburg, CAL FIRE BDU BC</b>	

<b>STATE OF CALIFORNIA Department of Forestry and Fire Protection</b>	
BY (CAL FIRE BUSINESS SERVICES OFFICE): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Sierra Lindgren, Federal Property Analyst</b>	



## Federal Excess Personal Property (FEPP) Program Information for Local Fire Departments



CAL FIRE, sponsored by the USDA Forest Service, may acquire for loan through the Federal Excess Personal Property (FEPP) program for Local Fire Departments, items that are designed or can be modified for 90% use in fire protection activities.

There is no cost to join the FEPP program. The property is free on a ***loan basis*** for as long as the fire department needs the equipment. The only monetary cost to the fire department is during the acquisition process for the logistics of property pick up (this can include shipping/transportation costs for property out of state), for repairs and maintenance of property, as well as registration and liability insurance costs for any type of rolling stock (e.g. fire vehicles, trailers, etc.).

Below is a list of various types of FEPP items that can be acquired for your department:

- ✓ Rolling Stock – Fire Trucks, Trailers, Pick ups, etc.
- ✓ Tactical Communications Systems
- ✓ Water Tanks/Tenders
- ✓ Fire Tools – Forcible Entry Tools, Extraction Equipment, etc.
- ✓ Fire Protective Clothing
- ✓ Breathing Apparatus
- ✓ Pumps
- ✓ Hoses/Nozzles
- ✓ Generators
- ✓ Winches
- ✓ Vehicle Parts – Tires, Sirens, Light Bars, etc.
- ✓ Air Compressors
- ✓ \*Office Furniture, Devices and Supplies – *\*Use of FEPP is authorized only for items that are essential for the fire protection function at that location.*
- ✓ \*\*Kitchen Supplies, Household Furniture, Cleaning Supplies, etc. - *\*\*Authorized only for use in training facilities, deployment staging areas or are housed temporarily (e.g.: 24/7 stations, incident sites, etc.).*
- ✓ Athletic / Gym Equipment
- ✓ Small Tools & Construction Material

CAL FIRE receives excess Wildland Type 3 engines, portable slip-on pumps, and other types of property (Water Tenders, ATVs, Crew Buggies – please note these don't happen often, but we do receive them) directly from the USDA Forest Service which we in turn advertise to our Local Fire Departments that are participating in the FEPP program and have communicated their department's property wants and wishes. Once we send out the email advertisement, it works on a First Come, First Served type basis. We do take into consideration if the local fire department does not have any FEPP property currently on inventory.

An individual(s) may be nominated to be a FEPP Screener so they can log into the GSA PPMS website to view available federal property (as listed above) that may be useful to your fire department. If there is anything you'd like to acquire, just contact our office and we'll screen it for you.

For any additional information or if you have questions or concerns, please contact me at [Sierra.Lindgren@fire.ca.gov](mailto:Sierra.Lindgren@fire.ca.gov)

**RUNNING SPRINGS WATER DISTRICT**

**MEMORANDUM**

**DATE:** May 15, 2024

**TO:** Board of Directors

**FROM:** Andy Grzywa, Fire Chief  
Ryan Gross, General Manager

**SUBJECT: CONSIDER AUTHORIZING THE AGREEMENT BETWEEN  
RUNNING SPRINGS FIRE DEPARTMENT AND SAN  
BERNARDINO COUNTY FOR RADIO SERVICES**

**RECOMMENDED BOARD ACTION**

It is recommended that the Board of Directors consider authorizing the agreement between Running Springs Fire Department and San Bernardino County, Innovation and Technology Department for radio services up to \$20,000 per year.

**REASON FOR RECOMMENDATION**

Running Springs Fire Department has contracted with CONFIRE for the past 20 years for radio services required to maintain communication with Running Springs Fire Department units and other agencies throughout the State and Country. CONFIRE will be turning over the radio service contracts to San Bernardino County moving forward. The same technicians and management that currently service our radio systems will continue to do so, just under the San Bernardino County contract instead of CONFIRE.

**BACKGROUND**

CONFIRE has serviced our radios under a contract since we began using CONFIRE for dispatching services. As CONFIRE has gone through a massive reorganization while taking over the Exclusive Operating Area that American Medical Response currently services, CONFIRE has chosen to streamline their operation with regard to the servicing of hardware throughout the County of San Bernardino. San Bernardino County has already been servicing our radios as part of the current CONFIRE organization. This change clarifies the contract vs sub-contractor roll of San Bernardino County, by directly contracting between Running Springs Fire Department and San Bernadino County's Innovative and Technology Department. Attachment 1 includes a copy of the San Bernardino County Contract No. ITD-24014.

**FINANCIAL INFORMATION**

There is no additional projected cost for this change in organization.

**ATTACHMENTS**

Attachment 1 – San Bernardino County Contract No. ITD-24014

Attachment 2 – Email with CONFIRE and ITD – Projected Cost of contract.



THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number**

ITD-24014

**SAP Number**

N/A

## Innovation and Technology Department

<b>Department Contract Representative</b>	Jeremiah Thomas
<b>Telephone Number</b>	(909) 388-0641
<b>Customer</b>	Running Springs Fire Department (6000-00EO)
<b>Customer Representative</b>	Rick Ellsberry
<b>Telephone Number</b>	(909) 202-2435
<b>Contract Term</b>	7/1/2024 – 6/30/2029
<b>Original Contract Amount</b>	Based on Actual Usage
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	Based on Actual Usage
<b>Cost Center</b>	Varies

### INFORMATION TECHNOLOGY SERVICE REVENUE CONTRACT

This CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called, "County", and Running Springs Fire Department, hereinafter called "Customer".

Name  
Running Springs Fire Department

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Address  
PO Box 2206

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Running Springs, CA 92382

Telephone (909) 202-2435

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

**A. CONTRACTED SERVICES (Select all that apply):**

**General ITD Services (Attachment A)**

Defined as all services contained in Attachment A "ITD Rate Sheet – External Customers" with exception to Public Safety Communication Services.

**Public Safety Communications Services (Attachment B)**

Defined under Public Safety Communication Services in Attachment B "ITD Rate Sheet – External Customers".

**Wide Area Network (WAN) Services (Attachment C)**

Defined in Attachment C "Wide Area Network Services".

**B. PROVISION OF SERVICES**

This is the County standard revenue contract to provide information technology services, hereinafter, "Services," to Customer by the County Innovation and Technology Department, hereinafter, "ITD". Customer understands that County may elect to have other vendors provide similar professional services under other contracts.

All Services available under this Contract are listed in full in the Attachments and are detailed by Service name, Service description, rate, and charge measurement as applicable and as identified in the Attachments.

Services are initiated at Customer's request, subject to ITD's acceptance, and consist of the following types of charges, as further set forth in the Attachments:

- B.1** Per item; one-time charge as requested.
- B.2** Per month; per unit charge ongoing until Customer submits a request to cancel.
- B.3** Per hour; per work order, project, or quote.

**C. CUSTOMER RESPONSIBILITIES**

Customer will:

- C.1** Determine the Services needed, including any adjustments to ongoing Services.
- C.2** Initiate or cancel any Services via submission of a Help Desk Ticket. Contact County Help Desk by calling: 909-884-4884 or [isdhelpdesk@isd.sbcounty.gov](mailto:isdhelpdesk@isd.sbcounty.gov) (email for non-urgent requests only).
- C.3** Promptly inform County, in writing, of any pending changes in programs/funding applicable to Services provided herein.

**D. COUNTY RESPONSIBILITIES**

County will:

- D.1** Provide the Services requested by Customer, subject to ITD's approval, and in accordance with established work schedules and County Board of Supervisor (Board) approved service rates in effect at the time Service is provided.
- D.2** Perform the Services in a workmanlike manner, but County assumes no liability for failure to provide or delay in providing Services under this Contract.
- D.3** Furnish the necessary equipment and personnel to perform the Services, but County assumes no liability for equipment failure or adverse consequences caused by such failed equipment.

**E. GENERAL CONTRACT REQUIREMENTS**

**E.1 Contract Amendments**

Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Customer and County.

**E.2 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Customer either in whole or in part.

**E.3 Permits**

Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

**E.4 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**E.5 Change of Address**

Customer shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

**E.6 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**E.7 Confidentiality**

To the extent applicable, if Customer is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Customer must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Customer must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Customer must immediately provide to the County any notice provided by a consumer to Customer pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Customer must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

Customer shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Customer or an agent of Customer or otherwise made available to Customer or Customer's agent in connection with this Contract; or, (2) information and/or data acquired, obtained, or learned by Customer or an agent of Customer regarding this Contract.

For the purposes of this provision and consistent with California Civil Code Section 1798.29, PII, is any information that can be used to distinguish or trace an individual's identity, for example, any combination of name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**E.8 Primary Point of Contact**

Customer will designate an individual to serve as the primary point of contact for the Contract. Customer shall not change the primary contact without prior written notice to the County. Customer will also designate a back-up point of contact in the event the primary contact is not available.

**E.9 Contract Authorization**

Customer warrants and represents that the individual signing this Contract is a properly authorized representative of the Customer and has the full power and authority to enter into this Contract on the Customer's behalf.

**E.10 County Representative**

The County Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by County.

**E.11 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is made in violation of the provisions of this Contract.

**E.12 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**E.13 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**E.14 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**E.15 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the performance of the Contract or Customer's relationship with County may be made or used without prior written approval of the County, as applicable.

**E.16 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**E.17 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Customer or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Customer and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed.

**E.18 Termination for Convenience**

The County and the Customer each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services provided hereunder. Upon such termination, payment will be made to the County for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue Services unless the notice directs otherwise.

**E.19 Contract Exclusivity**

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**E.20 Information Dispute Resolution**

In the event the Customer determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**E.21 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, and San Bernardino District.

**F. TERM OF CONTRACT**

This Contract is effective as of **July 1, 2024** (Effective Date) and remains in effect for a period of five (5) years, unless terminated earlier in accordance with provisions of this Contract.

**G. TERMINATION OR SUSPENSION OF SERVICES**

**G.1 Immediate Suspension, Uncured Termination**

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

**G.1.1** Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract. Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such required licenses and permits.

**G.1.2** Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.

**G.1.3** Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the

System and may perform periodic security audits to provide insight into any potential abnormalities that may impact ensuring confidentiality, integrity, and availability.

**G.1.4** Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. **NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, EXCEPT TO THE EXTENT CAUSED BY COUNTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.**

**G.2** Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

**G.2.1** County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;

**G.2.2** County determines, in its sole discretion, that Customer's use of the Services poses a threat or an adverse effect to the security, privacy, or performance of the System or to any of County's other users or suppliers;

**G.2.3** County determines, in its sole discretion, that Customer's use of the Services is illegal;

**G.2.4** County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;

**G.2.5** Customer fails to make any payment when due; or

**G.2.6** Customer breaches any of the other material terms and conditions in this Agreement.

**H. FISCAL PROVISIONS**

**H.1** There is no minimum or maximum amount of payment under this Contract.

**H.2** Services are charged equitably to all customers in accordance with State Controller's Handbook of Cost Plan Procedures for California Counties.

**H.3** Charges will be based on actual usage at the rates effective at the time Services are rendered (see Attachment A "ITD Rate Sheet – External Customers" and Attachment C "Wide Area Network Services", if applicable). Rates are reviewed and subject to change annually based on the cost to provide services to Customers and are effective July 1<sup>st</sup> of each year. Rates are also subject to change throughout the year via a mid-year rate change, if deemed appropriate based on the cost to provide services to Customers being significantly higher or lower than anticipated during the annual review. County will not amend this Contract due to rate changes or changes in usage amounts by Customer. Attachment A includes the list of County service rates effective at the time this Contract is entered into. County will attempt to provide at least thirty (30) days advance written notice of any rate change, which will be sent to Customer at the following address:

Running Springs Fire Department  
ATTN: Rick Ellsberry, Battalion Chief  
PO Box 2206, Running Springs, CA 92382

**H.4** Services will be billed on a monthly basis for actual expenses incurred and claimed by ITD for the preceding month.

**H.4.1** For Customers that use the County's Enterprise Financial Management System:

Monthly charges will be handled by an automated transfer processed by ITD via the County's Enterprise Financial Management System. A copy of the billing statement can

be accessed via the ITD Billing System by Customer, provided that Customer has the necessary permission on the County's network.

**H.4.2** For Customers that do not use the County's Enterprise Finance Management System: County will mail an invoice on a monthly basis starting on the Effective Date of this Contract, or starting on the installation or implementation date, if applicable. Payment shall be due sixty (60) days from date of invoice.

Payment can be made by check or electronic funds transfer (EFT). Checks shall be made payable to San Bernardino County. Customers requesting to make payments to County via electronic funds transfer (EFT) directly deposited into the County's designated bank account shall provide County with instructions to process EFT payments.

Payment address is:

Innovation and Technology Department  
670 E. Gilbert Street, First Floor  
San Bernardino, CA 92415-0915  
Attn: Administration Services

**I. DEFAULT**

If the Customer does not make timely payment of amounts due under this Contract or breaches any term or condition of this Contract, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges.

**J. INDEMNIFICATION**

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Contract. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. Customer hereby agrees to defend and indemnify the County, its agents, officers and employees from any claim, action, or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Contract. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

**K. INSURANCE**

County is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

**L. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Innovation and Technology Department	Running Springs Fire Department
670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915	PO Box 2206 Running Springs, CA 92382
Attn: Administration Services	Attn: Rick Ellsberry, Battalion Chief

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**M. FORCE MAJEURE**

Except for payment obligations and as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party. County shall not be held liable for any delay or failure in performance of any part of this Contract from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

**N. ENTIRE AGREEMENT**

This Contract, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, San Bernardino County and Customer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Lynn Fyhrlund, Chief Information Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of Customer)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form
► County Counsel Date



**ATTACHMENT A**  
**ITD RATE SHEET – EXTERNAL CUSTOMERS**  
2023-24 Approved Rates

Service	Service Description
<b>Business Solutions Development</b>	
Business Solutions Labor Services	Hourly labor programming services for the development, enhancement and maintenance of business solutions on a variety of hardware and software platforms.
<b>Computer Operations</b>	
CPU Usage	Access to applications and processing of data on the enterprise server.
Network Labor Services	Hourly labor services for Local Area Network and Wi-Fi services. Includes labor services to connect a location to the Wide Area Network (WAN) via the Internet and to connect a site to the County's WAN. Customer is responsible for all costs related to circuit installation, ongoing circuit charges, and office cabling.
Payroll System Services (EMACS)	Maintenance, support, and enhancements of the EMACS system and infrastructure.
Virtual Private Network (VPN)	Access for a single user to remotely connect to the wide area network.
<b>Geographic Information System</b>	
Aerial Imagery	Augments and enhances GIS data visualization tools, applications and solutions developed for County departments and the public.
<b>Telecommunication Services</b>	
Public Safety Communications Services:	
Dispatch Console Access, Maintenance, and Replacement	Repair, maintenance, programming, and replacement of Motorola radio dispatch console equipment.
Pager Access	Access for a single pager to connect to the County's Digital Paging System.
Radio Access and Maintenance	Access for a single radio connected to the County's Public Safety Radio frequencies and repair and maintenance of that radio or radio's accessories, excluding batteries; covers normal wear and tear.
Radio Labor Services	Hourly labor services for installation and repair of radio and other related equipment in vehicles, not including materials; or escort of other government agencies to County communication sites to access their equipment.
Radio Mobile Data Access	Access and maintenance for radio modems in vehicles.
Telephone Services:	
Dial Tone	Single line telephone services. Includes voicemail, local, long distance, Telephone Service Specialist consulting services, and software changes.
Telecommunication Labor Services – Normal Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – Normal Hours (Monday through Friday, 7:00 am – 5:00 pm, excluding weekends and holidays).
Telecommunication Labor Services – After Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – After Hours (Monday through Friday, 5:00 pm – 7:00 am, and all weekends and holidays).
<b>All Funds</b>	
Parts and Materials	Parts and Materials provided per customer request.

Service	2023-24 Rate	Charge Measurement
<b>Business Solutions Development</b>		
Business Solutions Labor Services	\$128.21	Per hour
<b>Computer Operations</b>		
CPU Usage	\$99.63	Per CPU hour
Network Labor Services	\$96.84	Per hour
Payroll System Services (EMACS)	\$6.99	Per payroll warrant
Virtual Private Network (VPN)	\$3.46	Per VPN/month
<b>Geographic Information System</b>		
Aerial Imagery	Cost Pass Through	Per customer
<b>Telecommunication Services</b>		
Public Safety Communications Services:		
Dispatch Console Access, Maintenance, and Replacement	\$639.48	Per console/month
Pager Access	\$16.22	Per pager/month
Radio Access and Maintenance	\$53.58	Per radio/month
Radio Labor Services	\$88.97	Per hour
Radio Mobile Data Access	\$103.58	Per modem/month
Telephone Services:		
Dial Tone	\$31.23	Per phone/month
Telecommunication Labor Services – Normal Hours	\$95.56	Per hour
Telecommunication Labor Services – After Hours	\$110.52	Per hour
<b>All Funds</b>		
Parts and Materials	Actual cost plus 15% processing and handling	Per order

## ATTACHMENT B PUBLIC SAFETY COMMUNICATIONS SERVICES

### I. SERVICES UNDER THIS ATTACHMENT

This Attachment B is applicable for Public Safety Communications services which consist of the following services as defined in Attachment A, "ITD Rate Sheet – External Customers", and as further defined within this Attachment B:

- Dispatch Console Access, Maintenance, and Replacement
- Pager Access
- Radio Access and Maintenance
- Radio Labor Services
- Radio Mobile Data Access

### II. SAN BERNARDINO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM ACCESS

The San Bernardino County (County) Public Safety Communications System, hereinafter called "System", is composed of two components known as the backbone and field equipment. The Backbone is defined as a portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other through voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Radio Mobile Data Access modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios.

#### a) System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Contract. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

#### b) Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to ensure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. **EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.**

#### c) Backbone Modification (Post Backbone Implementation)

(i) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.

(ii) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:

(a) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.

- (b) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
- (c) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
- (d) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.

(iii) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

d) Field Equipment

- (i) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- (ii) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- (iii) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

e) Related Non-Governmental Users

- (i) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed to have Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- (ii) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- (iii) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- (iv) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- (v) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

f) Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

### III. PUBLIC SAFETY RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County Innovation and Technology Department (ITD) offers a number of radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Contract consist of Public Safety Radio, Backbone radio equipment maintenance, radio, mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, public safety radio dispatch equipment maintenance, and radio battery replacement.

#### a) County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ITD:

- (i) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- (ii) Will remove, reinstall, and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ITD, and perform repairs at ITD or elsewhere as determined by ITD;
- (iii) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with afterhours service available at premium rates;
- (iv) Reserves the right to subcontract for all or part of services;
- (v) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- (vi) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

#### b) County Services Provided on a Time and Materials Basis

- (i) Service required due to Customer abuse or abnormal wear;
- (ii) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- (iii) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- (iv) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ITD;
- (v) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- (vi) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- (vii) Radio reactivations are processed within 5 business days after the request is received and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

#### c) Customer Responsibilities

Customer shall procure its own Field Equipment and shall:

- (i) Provide ITD with model and serial numbers of all equipment to be covered under this Contract.
- (ii) Designate an individual as the single point of contact for maintenance coordination.
- (iii) Coordinate and schedule service requirements with ITD reasonably in advance whenever possible.
- (iv) Advise ITD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.
- (v) Have sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. **Customer must notify ITD in writing when any Field Equipment is no longer in use by Customer, including notification of damaged, lost, or stolen Field Equipment. ITD will continue to bill Customer until notification is received, and Customer remains responsible for payment of charges for such Field Equipment.** If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to [isdbilling@isd.sbcounty.gov](mailto:isdbilling@isd.sbcounty.gov) along with a justification and related documentation. If ITD determines that a charge was billed incorrectly, ITD will issue the applicable credit on the next monthly billing cycle.

## ATTACHMENT C WIDE AREA NETWORK SERVICES

### I. SERVICES UNDER THIS ATTACHMENT

This Attachment C is applicable for Wide Area Network (WAN) services which consist of the following services as further defined in this Attachment C:

WAN Access

- Includes WAN monitoring and threat detection

WAN Setup

Circuit/s

### II. SERVICES TO BE PROVIDED

The County agrees to provide Customer WAN connectivity to the County's telecommunication network for the purpose of accessing computer information systems managed by the County as authorized by the data owner department, including WAN connection, configuration, installation of a router at the Customer location and overall circuit and router maintenance including monitoring of network communication and cyber threat detection with a two-hour response time from the County if notified of a problem or incident affecting services. Specific charges are set forth in this Attachment C.

The connection will be located at:

[Insert Customer's WAN connectivity address here]

### III. SERVICE CONDITIONS

- a) ITD reserves the right to subcontract for all or part of Services.
- b) Authorized applications under this Contract are on file with ITD and are subject to change during the term of this Contract. ITD and the Customer will work together to ensure the Customer has access to authorized applications as needed.
- c) ITD assumes no liability for failure to provide or delay in providing Services under this Contract.
- d)  Customer is responsible for the costs of the data circuit. County owns the data circuit. The County will order the circuit, monitor it, and will work with the vendor providing the circuit to resolve any problems. The costs for the circuit are included in this Attachment C and will be billed monthly by ITD.  
 There is no billable data circuit associated with this/these connection(s). The location(s), identified in Section II above, has/have cabling (i.e., fiber or copper) that can be used for the connectivity eliminating the need for a data circuit.
- e) ITD will provide coordination for data communications problems, including problem isolation and resolution from the County Central Computer or County's WAN to the last component of ITD-supplied equipment. Coordination includes working with all necessary vendors in an effort to restore normal data communications in a timely manner. Reporting, tracking, and diagnosing of problems related to Customer supplied equipment and software is the responsibility of the Customer.
- f) Customer is responsible for the coordination of the isolation and resolution of all problems involving hardware and software not supplied by ITD.
- g) ITD will coordinate a pre-installation site survey identifying all necessary pre-installation site requirements. This service will be limited to the definition of those requirements and the ordering of the data communications or WAN circuits, modems, and WAN equipment (e.g., routers). The Customer will be responsible for making all site preparations prior to the installation of data

communications or WAN service.

#### IV. RATES AND PAYMENT TERMS

The payment terms for WAN services are outlined in Section H “Fiscal Provisions” of the Contract. Additionally, the following rates apply to WAN services:

- a) WAN Access, including WAN monitoring and threat detection, is provided to Customer at no monthly cost.
- b) WAN Setup is a one-time cost to connect to the WAN and is provided to Customer at time and materials, at the current Network Services Labor rate (see Attachment A “ITD Rate Sheet – External Customers”) and for the actual cost of the network equipment.
- c) Circuits are provided to Customer, if applicable, at the monthly cost as identified by the telephone company at the time this Contract is executed. Section III.d. “Service Conditions” of this Attachment identifies if this service and cost is applicable.

If applicable, the cost for your Circuit/s are listed as follows:

**Serial Number: [X] Cost: [Y]**

#### V. CUSTOMER RESPONSIBILITIES

- a) Except to the extent caused by County’s breach of the Contract, (a) Customer is responsible for all activities that occur through Customer’s WAN access, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer’s employees or a third party (including Customer’s contractors, agents, or end users), and County is not responsible for unauthorized access to Customer’s account.
- b) Customer is responsible for taking appropriate action to secure, protect and backup Customer information and data.
- c) Customer is responsible for its account information, passwords and other login credentials and must notify County immediately of any known unauthorized possession or use of Customer’s credentials.
- d) Customer shall not: (i) make WAN access available to any third party not authorized or as otherwise contemplated by the Contract; (ii) send or store code that can harm or result in damage to the WAN (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of the WAN or the data contained therein; (iv) attempt to gain unauthorized access to the WAN or its related system or networks; (v) use the WAN to provide services to third parties except as expressly permitted by the Contract; (vi) use the WAN in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; or (vii) perform or disclose any security testing of the WAN.

**From:** [DeAntonio, Dana](#)  
**To:** [Thomas, Jeremiah](#)  
**Cc:** [R Ellsberry](#)  
**Subject:** RE: [EXTERNAL] Running Springs Fire Radio Contract  
**Date:** Thursday, February 29, 2024 7:41:49 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

Good morning,  
 I have six months of "Statement of Service" from ISD outlining Running Spring's cost for Radio Access & Maintenance (July 2023 - November 2023 and January 2024). Based on that documentation, Running Springs pays ISD \$1607.40/month for their radio cache. This is \$53.58 per radio and \$19,288.80 annually. From my perspective, for budgeting purposes, \$20,000 could be their NTE amount...This would give them a \$711.20 cushion and allow them to add 13 radios before they exceeded the \$20,000 NTE amount.

Please let me know if you have any questions or concerns.

Respectfully,

DJD

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**From:** Thomas, Jeremiah <Jeremiah.Thomas@itd.sbcounty.gov>  
**Sent:** Wednesday, February 28, 2024 3:57 PM  
**To:** DeAntonio, Dana <DDeAntonio@confire.org>  
**Cc:** Ellsberry, Rick <r.ellsberry@runningspringsfd.org>  
**Subject:** RE: [EXTERNAL] Running Springs Fire Radio Contract

You don't often get email from [jeremiah.thomas@itd.sbcounty.gov](mailto:jeremiah.thomas@itd.sbcounty.gov). [Learn why this is important](#)

Hi Dana,

Yes, I believe what you did for BC DeBellis would meet his needs. So, if you would please run that it would be greatly appreciated.

Thank you,

**Jeremiah Thomas**  
 Staff Analyst Trainee  
**Innovation and Technology Department**  
 Phone: 909-388-0641  
 670 E. Gilbert Street  
 San Bernardino, CA 92415



*Our job is to create a county in which those who reside and invest can prosper and achieve well-being.*