

District Board Members

Blane Maynor- Vice President
Division 1
Nicole Johnson
Division 2
Randy Mendosa - President
Division 3
Eric Loudenslager
Division 4
David Rosen
Division 5



District Staff

Justin McDonald
Fire Chief
Becky Schuette
Clerk of the Board

Regular Board Meeting
March 8, 2022
5:30 PM
Location: Remote Via Zoom

Special Notice On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. As urgency legislation, this law took effect immediately. Pursuant to Government Code §54953(e)(1)(B), the Arcata Fire Protection District will conduct its October 12, 2021, meeting by Zoom. Therefore, Directors, staff and members of the public will attend this meeting via teleconference, as provided below.

You may join from a smart device or computer by copy and pasting this link into your web browser: <https://us02web.zoom.us/j/551748203>
Meeting ID: 551 748 203

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE - Suspended for virtual meetings

ATTENDANCE & DETERMINATION OF QUORUM

APPROVAL OF AGENDA

PUBLIC COMMENT/ASSOCIATION REPORTS

Pg. 4

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 et seq.) and may be limited to three (3) minutes for any person addressing the Board. Any request that requires Board action may be set by the Board for a future agenda or referred to staff.

- Senior Management Group
- Local 4981
- Arcata Volunteer Firefighters Association

Pg. 5

CONSENT CALENDAR

Pg. 6

Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.

1. Minutes from February 8, 2022, Special Meeting Pg. 7
2. February 2022 Financial Report Pg. 11
3. Renewal of Adoption of Resolution 21-247 for an Additional 30 Days, Making Findings Pursuant to Government Code Section 54953, As Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings Pg. 24
 - a. Attachment 1 - Resolution 21-247 Pg. 25
4. Approve Correction to Previously Adopted Resolution 22-225 with Exhibit A Pg. 30
 - a. Attachment 1 - Corrected Resolution 22-255 with Exhibit A Pg. 31
5. Approval of Resolution 22-256 Adopting an Updated Records Management Policy Manual and Retention Schedule Pg. 33
 - a. Attachment 1 - Resolution 22-256 with Exhibit A Pg. 34
6. Employment Contract Renewal - Fire Chief Pg. 50
 - a. Attachment 1 - Original Contract Effective 06/14/16 Pg. 51
 - b. Attachment 2 - Contract Amendment #1 with Exhibit B Pg. 73
7. Adopt Resolution 22-257 with Exhibit A, Adopting a New Master Salary Schedule Effective February 7, 2022 Pg. 80

CORRESPONDENCE & COMMUNICATIONS

Pg. 82

1. Public Correspondence
2. Committee Reports
 - a. Arcata Station Committee (*Mendoza, Maynor*)
 - b. Arcata General Plan & Gateway Area Plan Committee (*Loundenslager, Mendoza*)
 - i. Attachment 1 - Memo Response to David Loya, City of Arcata Pg. 83
3. Fire Chief's Monthly Report Pg. 85
4. Director Matters

DISTRICT BUSINESS

Pg. 90

1. Receive LAFCo presentation and Consider the Possibility of the Annexation of the Upper Jacoby Creek Community and Fickle Hill Area Into the Fire District Pg. 91
2. Consider and Authorize a Request for Proposal for Audit Services Pg. 93
 - a. Attachment 1 - Draft Request for Proposal Pg. 94
3. Consider Approval of the Fiscal Year 2021/22 Mid-Year Amended Budget Pg. 99
 - a. Attachment 1 - Draft Mid-Year Budget for Fiscal Year 2021/22 Pg. 101
4. Performance Goals for Fiscal Year 2021/22 for the Fire Chief Pg. 108

CLOSED SESSIONS

At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.

1. Conference with Labor Negotiator (Gov. Code Section 54957.6)
Employee Organization: *Local 4981*
Agency designated representative: *District Counsel Jack Hughes*
2. Conference with Real Property Negotiators (Gov. Code Section 54956.8)
Property: *APN: 021-041-002-000, 631 9th Street, Arcata*
Agency Negotiators: *Director Randy Mendoza and Director Blaine Maynor*
Under Negotiation: *Price and Terms of Payment*

ADJOURNMENT

Next Regular Board Meeting is scheduled for April 12, 2022, at 5:30 pm.

Prepared by: *Becky Schuette, Clerk of the Board*

The Arcata Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, shall make their request by calling (707)825-2000, no later than 48 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority of, or all, the Board in advance of a meeting may be viewed at 2149 Central Avenue, McKinleyville, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Board Secretary, at (707) 825-2000.

The meeting agenda is posted at least 72 hours in advance of regular scheduled meetings, at the following locations:

- *District's Headquarters' Building, 2149 Central Avenue, McKinleyville, CA 95519*
- *Arcata Downtown Station, 631 9th Street, Arcata, CA 95521*
- *Mad River Station, 3235 Janes Road, Arcata, CA 95521*
- *The Arcata Fire Protection District website: www.arcatafire.org*

Public Comment & Association Reports



ARCATA VOLUNTEER FIREFIGHTERS' ASSOCIATION

2149 Central Ave., McKinleyville, CA 95519
707-825-2000

We exist to provide support, advocacy, and a social network for those volunteering to contribute to the mission of the Arcata Fire District.

To: Board of Directors, Arcata Fire District
From: Arcata Volunteer Firefighters' Association

March 2022 Monthly Activity Report

Volunteering:

- **37 Volunteer Hours** for February 2022.
 - VLU met to review Earthquake and Tsunami procedures
 - March VLU training will be a live Tsunami Drill
 - One new VLU member on board in February has gone through initial training. One more new VLU member in the intake process
 - Volunteers conducted CPR and First Aid Classes
 - Grant Writing
 - Work on address sign project continues, promotional materials are ordered.
 - Met with EPA and City on M St. Haz Mat Cleanup
 - AVFA members attended District Awards Ceremony
 - Responded to two Structure Fires

Recent Grant Activity:

- Simpson Family Grant: Still pending
 - \$31,753.45 for 17 Digital Radios to upgrade communications ability to communicate with Humboldt Bay Fire and Law Enforcement Agencies.
- Coast Central: Grant submitted for \$17,687.28 for new Knox “KeySecure” devices

AVFA Properties:

- Stucco Repair of Arcata Station completed
- Discussions ongoing between District and AVFA on possible sale of Ninth Street Fire Station to the District. Purchase/Sale Agreement is being reviewed by AVFA Attorney.
- Continuing Graffiti problem at M St.
- EPA will be doing a site visit to M St property in March for clean up grant.

Consent Calendar



MINUTES

Regular Board Meeting

February 8, 2022

5:30 p.m.

Location: Remote Via Zoom

Board of Directors

*Randy Mendosa (Division 3) - President, Blaine Maynor (Division 1) - Vice-President,
Nicole Johnson (Division 2) - Director, Eric Loudenslager (Division 4) - Director
David Rosen (Division 5) - Director*

CALL TO ORDER

The regular session of the Board of Directors for the Arcata Fire District was called to order by President Randy Mendosa at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance has been suspended during Shelter in Place.

ATTENDANCE AND DETERMINATION OF A QUORUM

The meeting continued with a quorum and the following were present remotely via zoom: President Randy Mendosa, Vice President Blaine Maynor, and Director Eric Loudenslager. Director Nicole Johnson and Director David Rosen were absent.

Additional District administrative staff included Fire Chief Justin McDonald, and Board Secretary Becky Schuette.

APPROVAL OF AGENDA

It was moved to approve the agenda.

Motion: Loudenslager; **Second:** Maynor

Roll Call: Ayes; Loudenslager, Maynor and Mendosa. **Absent;** Johnson and Rosen
Motion Carries

PUBLIC COMMENT

President Mendosa called for public comments and there were none.

Senior Management Group – Nothing to report.

Local 4981 – There were no Local members available at the time the item was called as they were running calls for service.

Arcata Volunteer Firefighters Association (AVFA) – Roy Willis, President reviewed his report.

CONSENT CALENDAR

1. Minutes from January 4, 2022, Special Meeting
2. Minutes from January 11, 2022, Regular Meeting
3. January 2022 Financial Report
4. Renewal of Adoption of Resolution 21-247 for an Additional 30 Days, Making Findings Pursuant to Government Code Section 54953, As Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings
5. Approve Safety Committee Assignments
6. Consider Accepting the Fiscal Year 2020-21 Financial Audit Report
7. Adopt Resolution 22-225 with Exhibit A, Acknowledging Receipt of a Report Regarding Annual Fire and Life Safety Inspections

President Mendosa reviewed the consent items aloud and with no comments from the Board or the public and a motion was made.

It was moved to approve the consent calendar.

Motion: Maynor; Second: Loudenslager

Roll Call: Ayes; Loudenslager, Maynor and Mendosa. **Absent;** Johnson and Rosen
Motion Carries

CORRESPONDENCE & COMMUNICATIONS

1. Public Correspondence – There was no correspondence.

2. Committee Reports:

a. Arcata Station Rent Committee – President Mendosa advised that a sale and lease/license proposal prepared by District Counsel was sent to the AVFA for their consideration. The name of the committee will be renamed so that it represents more of what it is now, rather than just a rent committee.

b. Fire Chief's Evaluation Committee – President Mendosa advised the committee met with the Chief and have been working with Attorney Plotz. They have a draft of the Chief's contract and had hoped to review it with the Board members in closed session.

3. Fire Chief's Monthly Report – Chief McDonald reviewed his monthly report and added that the previously canceled recognition ceremony has been rescheduled for February 24th at 5:30 pm at the McKinleyville Station Headquarters.

Director Maynor requested clarification on the status of E8215 as well as an update on the Covid policy.

Director Loudenslager queried if there were any other vaccinations required for new hires and the Chief advised that he would need to do some research and get back to the Board.

4. Director Matters – Director Maynor offered congratulations to Director Johnson on the new baby.

Director Loudenslager asked about a mid-year budget and the income reflected in the January finance report in the consent calendar. Chief McDonald explained that until we receive updated registers on our treasury account, it will remain unclear as to how much

funding we actually have received for this fiscal year thus far. The registers were requested from the auditor's office on February 1st.

President Mendosa thanked the crews who had to work the fatal fire as well as commending staff on the District website.

DISTRICT BUSINESS

1. Review of the 2021 Year End Statistics: Chief McDonald reviewed his staff report. There were several questions from the Directors to the Chief which were asked and answered.

There were no public comments.

This item was for information only, no action was taken.

2. Request for Nominations for Humboldt Local Agency Formation Commission (LAFCo): Chief McDonald reviewed the topic and queried the Board if there were any members interested in candidacy on the commission. There were no volunteers.

There was no action taken.

3. Consideration of the Notice of Preparation from the City of Arcata Regarding the Gateway Area Plan: Chief McDonald reviewed his staff note and asked for volunteers to work with the Fire Marshal. Director Loudenslager and President Mendosa both volunteered.

This was followed by a lengthy discussion among the Board and with the Chief about the Gateway Plan, Cal Poly Humboldt housing, and the effects an increase population could have on the District.

There were no public comments.

At this time, the President of the Local was available, and called upon to speak, since he was not able to be in attendance earlier.

Local President, Marcus Lillard, reported that staff and the two new engineer candidates were overcoming hurdles of training on the job while running a recruit academy on shift, but it was coming along.

There were no questions from the public or the Board.

CLOSED SESSIONS

Conference with Labor Negotiator (Gov. Code Section 54957.6)

Agency designated representative: *Randy Mendosa, Board President and Blaine Maynor, Director*

Unrepresented Employee: *Fire Chief*

President Mendosa provided a brief summary of the current process, and the committees attempt at working with District Counsel on updating the Chief's contract. He advised that since there were so few Directors present this evening that the closed

session would be to review with Director Loudenslager and another closed session may be needed on the topic again in the future.

President Mendosa adjourned to closed session at 6:59 pm.

At 7:23 pm, President Mendosa requested Chief McDonald join them for questions in closed session.

The meeting resumed at 7:45 pm.

Report out of closed session by President Mendosa: The draft contract that the committee came up with has been approved with minor wording adjustments. It will be ready for the consent calendar at the March meeting.

ADJOURNMENT

Following a motion, President Mendosa adjourned the meeting at 7:47 pm.

Motion: Maynor; Second: Loudenslager

The next Regular Meeting is scheduled for **April 12, 2022, at 5:30 pm.**

Respectfully submitted,

Becky Schuette,
Clerk of the Board

ARCATA FIRE DISTRICT
Balance Sheet
As of February 28, 2022

	<u>Feb 28, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
C.T. CAPITAL IMPROVEMENTS 2013	188,630.22
C.T. CONTINGENCY DESIGNATN 2011	
TRAINING RESERVE	17,000.00
C.T. CONTINGENCY DESIGNATN 2011 - Other	39,596.13
Total C.T. CONTINGENCY DESIGNATN 2011	<u>56,596.13</u>
C.T. PERS DESIGNATION 2012	30,333.00
CCCU CHECKING	173,811.83
CCCU LIQUID ASSETS	100,246.57
COAST CENTRAL SAVINGS	15,785.32
COUNTY TREASURY	822,948.28
Total Checking/Savings	<u>1,388,351.35</u>
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	35,355.00
Total Accounts Receivable	<u>35,355.00</u>
Other Current Assets	
A/R County #2	62,500.00
ACCT RECV - COUNTY TREASURY	2,586,694.00
INTEREST RECEIVABLE	30,000.00
PREPAID EXPENSE	25,482.31
Total Other Current Assets	<u>2,704,676.31</u>
Total Current Assets	<u>4,128,382.66</u>
Fixed Assets	
ACCUMULATED DEPRECIATION	-2,658,149.00
BUILDINGS AND IMPROVEMENTS	2,329,696.91
EQUIPMENT	3,345,680.56
LAND	224,630.00
Total Fixed Assets	<u>3,241,858.47</u>
Other Assets	
DEFERRED OUTFLOWS-OPEB	808,883.00
DEFERRED OUTFLOWS-PENSION	1,289,855.00
Total Other Assets	<u>2,098,738.00</u>
TOTAL ASSETS	<u><u>9,468,979.13</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	131,838.20
Total Accounts Payable	<u>131,838.20</u>

ARCATA FIRE DISTRICT
Balance Sheet
 As of February 28, 2022

	<u>Feb 28, 22</u>
Credit Cards	
US BANK	671.17
Total Credit Cards	<u>671.17</u>
Other Current Liabilities	
ACCOUNTS PAYABLE 2	25,482.31
ACCRUED EXPENSES - OTHER	36,322.30
COMPENSATION TIME OFF	7,865.92
WAGES PAYABLE	109,442.06
2100 · PAYROLL LIABILITIES	
457 DEDUCTION	2,950.00
CA WITHHOLDING	6,165.84
FEDERAL WITHHOLDING	13,629.46
MEDICARE - BOTH	2,611.18
SOCIAL SECURITY - BOTH	365.30
SURVIVOR BENEFIT	34.41
2100 · PAYROLL LIABILITIES - Other	7,137.35
Total 2100 · PAYROLL LIABILITIES	<u>32,893.54</u>
Total Other Current Liabilities	<u>212,006.13</u>
Total Current Liabilities	344,515.50
Long Term Liabilities	
Sterling National Bank	4,754,000.00
ACCRUED EMPLOYEE BENEFITS	97,014.70
DEFERRED INFLOWS-OPEB	2,024,771.00
DEFERRED INFLOWS-PENSION	46,819.00
NET PENSION LIABILITY	1,377,707.50
OTHER POST EMPLOYMENT BEN. LIAB	9,807,737.00
Total Long Term Liabilities	<u>18,108,049.20</u>
Total Liabilities	18,452,564.70
Equity	
INVESTMENT IN FIXED ASSETS	3,241,858.47
3900 · RETAINED EARNINGS	-11,902,896.43
Net Income	-322,547.61
Total Equity	<u>-8,983,585.57</u>
TOTAL LIABILITIES & EQUITY	<u><u>9,468,979.13</u></u>

ARCATA FIRE DISTRICT
Statement of Cash Flows
February 2022

	<u>Feb 22</u>
OPERATING ACTIVITIES	
Net Income	-49,310.05
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	2,701.52
ACCT RECV - COUNTY TREASURY	-323,336.75
2000 · ACCOUNTS PAYABLE	77,504.15
US BANK	-1,296.58
US BANK:EVENSON	66.80
US BANK:J. MCDONALD	279.88
US BANK:SCHUETTE	35.52
2100 · PAYROLL LIABILITIES	1,629.34
2100 · PAYROLL LIABILITIES:457 DEDUCTION	200.00
2100 · PAYROLL LIABILITIES:CA WITHHOLDING	2,927.70
2100 · PAYROLL LIABILITIES:FEDERAL WITHHOLDING	6,905.00
2100 · PAYROLL LIABILITIES:MEDICARE - BOTH	935.90
2100 · PAYROLL LIABILITIES:SOCIAL SECURITY - BOTH	24.76
2100 · PAYROLL LIABILITIES:SURVIVOR BENEFIT	4.65
	<hr/>
Net cash provided by Operating Activities	-280,728.16
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Net cash increase for period	-280,728.16
	<hr/>
Cash at beginning of period	1,669,079.51
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Cash at end of period	<u>1,388,351.35</u>

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE				
101117 · PROPERTY TAX-CURRENT-SECURED	1,397,998.00	1,544,000.00	-146,002.00	90.5%
102500 · PROPERTY TAX-CURRENT-UNSECURED	54,890.00	56,668.00	-1,778.00	96.9%
103500 · PROPERTY TAX-PRIOR YEARS SECRD	9,844.00	16,668.00	-6,824.00	59.1%
105110 · PROPERTY TAX PRIOR YEARS UNSECU	0.00	668.00	-668.00	0.0%
800040 · SUPPLEMENTAL TAXES- CURRENT	14,274.64	8,000.00	6,274.64	178.4%
105900 · SUPPLEMENTAL TAXES-PRIOR YEARS	3,000.00	3,336.00	-336.00	89.9%
113100 · STATE TIMBER TAX	0.00	530.00	-530.00	0.0%
800050 · PROPERTY ASSESSMENTS	1,180,370.36	2,520,668.00	-1,340,297.64	46.8%
Total TAX REVENUE	2,660,377.00	4,150,538.00	-1,490,161.00	64.1%
USE OF MONEY & PROPERTY				
800190 · INTEREST INCOME	217.46	28,000.00	-27,782.54	0.8%
Total USE OF MONEY & PROPERTY	217.46	28,000.00	-27,782.54	0.8%
INTERGOVERNMENTAL				
525110 · HOMEOWNERS PROP. TAX REL	0.00	16,668.00	-16,668.00	0.0%
800600 · OTHER GOVERNMENT AGENCIES				
HSU Contract for Services	37,000.00	37,000.00	0.00	100.0%
NCUAQMD	1,242.00	700.00	542.00	177.4%
Prop 172 Disbursement	0.00	9,783.00	-9,783.00	0.0%
Total 800600 · OTHER GOVERNMENT AGENCIES	38,242.00	47,483.00	-9,241.00	80.5%
800950 · FIREFIGHTING REIMBURSEMENTS	51,907.82	0.00	51,907.82	100.0%
Total INTERGOVERNMENTAL	90,149.82	64,151.00	25,998.82	140.5%
CHARGES FOR SERVICES				
800155 · PREVENTION FEES	7,016.50	8,000.00	-983.50	87.7%
800156 · R1/R2 INSPECTION FEES	26,517.50	30,000.00	-3,482.50	88.4%
800700 · OTHER SERVICES	6,300.00	0.00	6,300.00	100.0%
800946 · INCIDENT REVENUE RECOVERY FEES	3,234.45	3,336.00	-101.55	97.0%
Total CHARGES FOR SERVICES	43,068.45	41,336.00	1,732.45	104.2%
MISCELLANEOUS REVENUES				
800940 · OTHER REVENUE				
Donations	7,196.55	0.00	7,196.55	100.0%
Other Revenue Unclassified	6,852.56	0.00	6,852.56	100.0%
800940 · OTHER REVENUE - Other	1,809.24	0.00	1,809.24	100.0%
Total 800940 · OTHER REVENUE	15,858.35	0.00	15,858.35	100.0%
800941 · REFUNDS	-2,084.12	500.00	-2,584.12	-416.8%
800942 · INCIDENT REPORTS	163.52	200.00	-36.48	81.8%
MISCELLANEOUS REVENUES - Other	1,638.50			
Total MISCELLANEOUS REVENUES	15,576.25	700.00	14,876.25	2,225.2%
OTHER FINANCING SOURCES				
Transfer-In From Reserve Funds	0.00	242,497.00	-242,497.00	0.0%
Total OTHER FINANCING SOURCES	0.00	242,497.00	-242,497.00	0.0%
Total Income	2,809,388.98	4,527,222.00	-1,717,833.02	62.1%
Gross Profit	2,809,388.98	4,527,222.00	-1,717,833.02	62.1%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

Expense	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
SALARIES & EMPLOYEE BENEFITS				
5010 · SALARIES AND WAGES				
5010.1 · Full-Time	989,364.12	1,046,000.00	-56,635.88	94.6%
5010.2 · CTO Payout	54,940.48	209,336.00	-154,395.52	26.2%
5010.3 · Settlement Pay/Vacation	25,457.82	30,000.00	-4,542.18	84.9%
5010.4 · Holiday Pay	32,158.96	25,000.00	7,158.96	128.6%
5010.5 · Deferred Compensation	31,200.00	38,000.00	-6,800.00	82.1%
5010.6 · Part-Time (Hourly)	45,805.44	58,668.00	-12,862.56	78.1%
5010.8 · CalFire/OES Pay	10,329.15	0.00	10,329.15	100.0%
Total 5010 · SALARIES AND WAGES	1,189,255.97	1,407,004.00	-217,748.03	84.5%
5020 · RETIREMENT				
5020.1 · CalPERS Retirement	263,194.67	244,668.00	18,526.67	107.6%
5020.3 · Social Security	2,986.26	3,332.00	-345.74	89.6%
5020.4 · Medicare	17,311.69	14,000.00	3,311.69	123.7%
5020.5 · CalPERS Section 218 Admin Fee	0.00	300.00	-300.00	0.0%
Total 5020 · RETIREMENT	283,492.62	262,300.00	21,192.62	108.1%
5030-GROUP INSURANCE				
5030.1 · Health Insurance (Employees)	298,894.77	428,000.00	-129,105.23	69.8%
5030.2 · Health Insurance (Retirees)	222,085.06	190,668.00	31,417.06	116.5%
5030.3 · Retiree Health Admin Fees	551.99	2,668.00	-2,116.01	20.7%
5030.4 · Dental & Life Insurance	20,376.26	25,332.00	-4,955.74	80.4%
5030.5 · Air Ambulance Insurance	36.00	3,000.00	-2,964.00	1.2%
5030.6 · Vision	3,338.22	3,268.00	70.22	102.1%
5030.7 · Long Term Disability Insurance	4,495.00	4,668.00	-173.00	96.3%
5030.8 · Medical Reimbursement-Chief	240.78	0.00	240.78	100.0%
Total 5030-GROUP INSURANCE	550,018.08	657,604.00	-107,585.92	83.6%
5033 · UNEMPLOYMENT INSURANCE FUND				
5033.1 · Unemployment Insurance	0.00	5,000.00	-5,000.00	0.0%
Total 5033 · UNEMPLOYMENT INSURANCE FUND	0.00	5,000.00	-5,000.00	0.0%
5035 · WORKERS' COMPENSATION INSURANCE				
5035.1 · Primary	55,983.73	84,000.00	-28,016.27	66.6%
5035.3 · Administrative Fee	12,058.86	21,000.00	-8,941.14	57.4%
Total 5035 · WORKERS' COMPENSATION INSURAN...	68,042.59	105,000.00	-36,957.41	64.8%
Total SALARIES & EMPLOYEE BENEFITS	2,090,809.26	2,436,908.00	-346,098.74	85.8%
SERVICE & SUPPLIES				
5050 · CLOTHING & PERSONAL SUPPLIES				
5050.1 · Uniforms	6,636.57	20,000.00	-13,363.43	33.2%
5050.2 · Station Boots	173.48	2,000.00	-1,826.52	8.7%
5050.3 · PPE - Structural	0.00	12,000.00	-12,000.00	0.0%
5050.4 · PPE - Wildland	331.19	5,000.00	-4,668.81	6.6%
5050.5 · PPE - VLU	0.00	1,000.00	-1,000.00	0.0%
5050.6 · Shields & Badges	408.38	1,000.00	-591.62	40.8%
Total 5050 · CLOTHING & PERSONAL SUPPLIES	7,549.62	41,000.00	-33,450.38	18.4%
5060 · COMMUNICATIONS				
5060.1 · Phones - Landline & Cellular	6,797.75	16,400.00	-9,602.25	41.4%
5060.2 · Alarm Monitoring	4,399.42	2,000.00	2,399.42	220.0%
5060.3 · Communication - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFA Radio System Annual Fee	0.00	1,600.00	-1,600.00	0.0%
5060.5 · Cable TV & Internet	8,916.88	9,000.00	-83.12	99.1%
Total 5060 · COMMUNICATIONS	20,114.05	29,500.00	-9,385.95	68.2%
5080 · FOOD				
5080.1 · Food/Rehab Supplies	264.71	2,000.00	-1,735.29	13.2%
5080.2 · Drinking Water	0.00	750.00	-750.00	0.0%
Total 5080 · FOOD	264.71	2,750.00	-2,485.29	9.6%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
5090 · HOUSEHOLD EXPENSE				
5090.1 · Station Supplies				
Arcata	289.85	0.00	289.85	100.0%
Mad River	31.45	0.00	31.45	100.0%
McK	658.29	0.00	658.29	100.0%
5090.1 · Station Supplies - Other	827.17	2,736.00	-1,908.83	30.2%
Total 5090.1 · Station Supplies	1,806.76	2,736.00	-929.24	66.0%
5090.2 · Garbage Service				
Arcata	415.52	0.00	415.52	100.0%
Mad River	1,148.89	0.00	1,148.89	100.0%
McK	1,451.45	0.00	1,451.45	100.0%
5090.2 · Garbage Service - Other	0.00	3,136.00	-3,136.00	0.0%
Total 5090.2 · Garbage Service	3,015.86	3,136.00	-120.14	96.2%
5080.3 · Station Furniture	0.00	5,000.00	-5,000.00	0.0%
Total 5090 · HOUSEHOLD EXPENSE	4,822.62	10,872.00	-6,049.38	44.4%
5100 · LIABILITY INSURANCE				
5100.1 · Liability Insurance	35,221.00	36,000.00	-779.00	97.8%
Total 5100 · LIABILITY INSURANCE	35,221.00	36,000.00	-779.00	97.8%
5120 · MAINTENANCE-EQUIPMENT				
5120.1 · Fire Apparatus				
8211 · E8211	7,341.74	0.00	7,341.74	100.0%
8215 · E8215	20,746.48	0.00	20,746.48	100.0%
8216 · E8216	23,338.93	0.00	23,338.93	100.0%
8217 · E8217	10,224.47	0.00	10,224.47	100.0%
8239 · E8239	10,845.37			
8241 · A8241	18.43			
8274 · R8274	1.94			
5120.1 · Fire Apparatus - Other	2,657.60	65,000.00	-62,342.40	4.1%
Total 5120.1 · Fire Apparatus	75,174.96	65,000.00	10,174.96	115.7%
5120.2 · Small Vehicles				
8205 · U8205	145.03	0.00	145.03	100.0%
8206 · U8206	1,476.19	0.00	1,476.19	100.0%
8207 · U8207	51.06	0.00	51.06	100.0%
8208 · U8208	418.43	0.00	418.43	100.0%
5120.2 · Small Vehicles - Other	0.00	10,000.00	-10,000.00	0.0%
Total 5120.2 · Small Vehicles	2,090.71	10,000.00	-7,909.29	20.9%
5120.3 · Hose & Ladder Testing	546.00	6,800.00	-6,254.00	8.0%
5120.4 · Hose Repair	0.00	500.00	-500.00	0.0%
5120.7 · SCBA	7,326.58	1,000.00	6,326.58	732.7%
5120.8 · Hydraulic Rescue Tool Service	3,140.62	3,800.00	-659.38	82.6%
5120.9 · Power Tools Maintenance	375.90	1,000.00	-624.10	37.6%
5120.10 · AED/LUCAS Maintenance	4,712.40	8,100.00	-3,387.60	58.2%
5120.11 · Fire Extinguisher Maintenance	396.29	1,200.00	-803.71	33.0%
5120.12 · Small Instrument Repair & Test	0.00	500.00	-500.00	0.0%
5120.13 · Equipment Maintenance - Misc	0.00	500.00	-500.00	0.0%
Total 5120 · MAINTENANCE-EQUIPMENT	93,763.46	98,400.00	-4,636.54	95.3%
5121 · MAINTENANCE-ELECTRONICS				
5121.1 · Computers	475.61	1,000.00	-524.39	47.6%
5121.2 · Communication Equipment	1,037.58	3,000.00	-1,962.42	34.6%
5121.3 · Batteries	223.69	1,500.00	-1,276.31	14.9%
Total 5121 · MAINTENANCE-ELECTRONICS	1,736.88	5,500.00	-3,763.12	31.6%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
5130 · MAINTENANCE-STRUCTURE				
5130.1 · Structure Maintenance				
Arcata	5,306.19	0.00	5,306.19	100.0%
Mad River	1,064.72	0.00	1,064.72	100.0%
McK	3,533.22	0.00	3,533.22	100.0%
5130.1 · Structure Maintenance - Other	89.49	6,700.00	-6,610.51	1.3%
Total 5130.1 · Structure Maintenance	9,993.62	6,700.00	3,293.62	149.2%
5130.2 · Grounds Maintenance				
Bayside	250.00			
Mad River	14.73			
McK	21.98			
5130.2 · Grounds Maintenance - Other	28.85	2,000.00	-1,971.15	1.4%
Total 5130.2 · Grounds Maintenance	315.56	2,000.00	-1,684.44	15.8%
5130.3 · Emergency Power Maintenance	0.00	2,000.00	-2,000.00	0.0%
5130.4 · Pest Control	1,100.00	2,000.00	-900.00	55.0%
Total 5130 · MAINTENANCE-STRUCTURE	11,409.18	12,700.00	-1,290.82	89.8%
5140 · MEDICAL SUPPLIES				
5140.1 · Medical Supplies	3,266.97	4,000.00	-733.03	81.7%
5140.2 · AED / LUCAS Supplies	0.00	500.00	-500.00	0.0%
5140.3 · COVID Supplies	64.59	2,000.00	-1,935.41	3.2%
Total 5140 · MEDICAL SUPPLIES	3,331.56	6,500.00	-3,168.44	51.3%
5150 · MEMBERSHIPS				
5150.6 · Dues	1,607.50	2,000.00	-392.50	80.4%
Total 5150 · MEMBERSHIPS	1,607.50	2,000.00	-392.50	80.4%
5160 · MISCELLANEOUS EXPENSE				
5160.1 · Miscellaneous Expense	-148.88	1,000.00	-1,148.88	-14.9%
Total 5160 · MISCELLANEOUS EXPENSE	-148.88	1,000.00	-1,148.88	-14.9%
5170 · OFFICE SUPPLIES				
5170.1 · Office Supplies	2,070.90	3,336.00	-1,265.10	62.1%
5070.2 · Postage & Shipping	358.89	668.00	-309.11	53.7%
5170.3 · Software	0.00	500.00	-500.00	0.0%
5170.4 · Subscription Periodicals	0.00	100.00	-100.00	0.0%
5170 · OFFICE SUPPLIES - Other	27.45	0.00	27.45	100.0%
Total 5170 · OFFICE SUPPLIES	2,457.24	4,604.00	-2,146.76	53.4%
5180 · PROFESSIONAL & SPECIAL SERVICES				
5180.1 · Legal Services	39,557.08	26,664.00	12,893.08	148.4%
5180.2 · Human Resource Services	12,367.00	22,120.00	-9,753.00	55.9%
5180.3 · Medical Screening Services	4,941.84	20,000.00	-15,058.16	24.7%
5180.4 · Background Checks	17,712.80	8,000.00	9,712.80	221.4%
5180.5 · Annual Audit Services	9,000.00	10,000.00	-1,000.00	90.0%
5180.6 · Accounting Services	5,691.00	10,000.00	-4,309.00	56.9%
5180.7 · GASB 75 Report	3,700.00	7,000.00	-3,300.00	52.9%
5180.8 · IT Services	21,350.00	20,000.00	1,350.00	106.8%
5180.9 · Web Page Hosting	2,530.32	2,400.00	130.32	105.4%
5180.10 · Fire RMS Annual Fee	4,319.45	4,200.00	119.45	102.8%
5180.11 · Scheduling Program Annual Fee	3,503.88	3,400.00	103.88	103.1%
5180.12 · Parcel Quest Annual Fees	1,799.00	2,000.00	-201.00	90.0%
5180.13 · CAD Interface Maintenance Fee	0.00	1,750.00	-1,750.00	0.0%
5180.14 · eDispatches Annual Fee	0.00	2,000.00	-2,000.00	0.0%
5180.15 · Survey Program	0.00	500.00	-500.00	0.0%
5180.16 · Subscriptions	384.00	1,800.00	-1,416.00	21.3%
5150.17 · Humboldt Co. Fire Chiefs' Assoc	0.00	800.00	-800.00	0.0%
5180.18 · Google Services	1,252.54	0.00	1,252.54	100.0%
5180.19 · Miscellaneous Services	0.00	500.00	-500.00	0.0%
Total 5180 · PROFESSIONAL & SPECIAL SERVICES	128,108.91	143,134.00	-15,025.09	89.5%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
5190 · PUBLICATIONS & LEGAL NOTICES				
5191.1 · Publications & Notices	1,700.00	1,000.00	700.00	170.0%
Total 5190 · PUBLICATIONS & LEGAL NOTICES	1,700.00	1,000.00	700.00	170.0%
5200 · RENTS & LEASES - EQUIPMENT				
5200.1 · Copier	4,745.10	5,000.00	-254.90	94.9%
Total 5200 · RENTS & LEASES - EQUIPMENT	4,745.10	5,000.00	-254.90	94.9%
5210 · RENTS & LEASES - STRUCTURES				
5210.1 · Arcata Station	78,000.00	68,000.00	10,000.00	114.7%
Total 5210 · RENTS & LEASES - STRUCTURES	78,000.00	68,000.00	10,000.00	114.7%
5230 · SPECIAL DISTRICT EXPENSE				
5230.1 · Property Tax Admin Fee	0.00	35,500.00	-35,500.00	0.0%
5230.2 · Tax Roll Direct Charge Fee	0.00	7,000.00	-7,000.00	0.0%
5230.3 · LAFCO Annual Fee	0.00	4,000.00	-4,000.00	0.0%
5230.5 · Assessment Adjustments/Refunds	1,380.00	5,000.00	-3,620.00	27.6%
5230.6 · Public Education Supplies	0.00	1,500.00	-1,500.00	0.0%
5230.8 · Certifications	551.10	1,000.00	-448.90	55.1%
5230.10 · Recruitment	815.75	1,000.00	-184.25	81.6%
5230.11 · Bank Fees	65.00	1,000.00	-935.00	6.5%
5230.14 · Recognition & Awards	255.52	2,000.00	-1,744.48	12.8%
5230.15 · Health & Wellness	325.43	7,000.00	-6,674.57	4.6%
5230.16 · Public Outreach	0.00	1,000.00	-1,000.00	0.0%
5230.17 · HFB Truck Contract	0.00	10,000.00	-10,000.00	0.0%
5230.18 · HCFCA Air Trailer Annual Fee	0.00	1,000.00	-1,000.00	0.0%
5230.19 · Staff Training	4,696.00	15,000.00	-10,304.00	31.3%
5230.20 · Training Supplies	467.99	10,000.00	-9,532.01	4.7%
5230.21 · Grant Management	0.00	2,000.00	-2,000.00	0.0%
5230 · SPECIAL DISTRICT EXPENSE - Other	680.00			
Total 5230 · SPECIAL DISTRICT EXPENSE	9,236.79	104,000.00	-94,763.21	8.9%
5250 · TRANSPORTATION & TRAVEL				
5250.1 · Fuel				
McK	7,046.58			
Mad River	17,330.95			
5250.1 · Fuel - Other	12,229.86	23,336.00	-11,106.14	52.4%
Total 5250.1 · Fuel	36,607.39	23,336.00	13,271.39	156.9%
5250.2 · Lodging Reimbursement	0.00	5,000.00	-5,000.00	0.0%
5250.3 · Per Diem Reimbursement	0.00	5,000.00	-5,000.00	0.0%
5250.4 · Conference Tuition	0.00	5,000.00	-5,000.00	0.0%
Total 5250 · TRANSPORTATION & TRAVEL	36,607.39	38,336.00	-1,728.61	95.5%
5260 · UTILITIES				
5260.1 · P G & E				
Arcata	7,342.76	0.00	7,342.76	100.0%
Mad River	2,058.14	0.00	2,058.14	100.0%
McK	8,511.96	0.00	8,511.96	100.0%
5260.1 · P G & E - Other	0.00	21,336.00	-21,336.00	0.0%
Total 5260.1 · P G & E	17,912.86	21,336.00	-3,423.14	84.0%
5260.2 · Water & Sewer				
Arcata	868.09	0.00	868.09	100.0%
Mad River	1,161.53	0.00	1,161.53	100.0%
McK	1,484.45	0.00	1,484.45	100.0%
5260.2 · Water & Sewer - Other	0.00	4,000.00	-4,000.00	0.0%
Total 5260.2 · Water & Sewer	3,514.07	4,000.00	-485.93	87.9%
Total 5260 · UTILITIES	21,426.93	25,336.00	-3,909.07	84.6%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
5370 · MINOR EQUIPMENT				
5370.4 · Fire Hose	0.00	5,000.00	-5,000.00	0.0%
5370.6 · Fire Equipment & Fabrication	343.10	9,000.00	-8,656.90	3.8%
5370.8 · Computer & Electronics	9,501.64	13,000.00	-3,498.36	73.1%
5370.10 · Small Tools	3,047.43	500.00	2,547.43	609.5%
Total 5370 · MINOR EQUIPMENT	12,892.17	27,500.00	-14,607.83	46.9%
Total SERVICE & SUPPLIES	474,846.23	663,132.00	-188,285.77	71.6%
OTHER BUDGET FUNDING REQUIRED				
CAPITAL EXPENSE				
Equipment	218.43	50,000.00	-49,781.57	0.4%
STRUCTURE/GROUNDS IMPROVEMENTS	65,036.64	93,000.00	-27,963.36	69.9%
Total CAPITAL EXPENSE	65,255.07	143,000.00	-77,744.93	45.6%
DEBT SERVICE				
5300 · LONG TERM DEBT - INTEREST	39,077.88	0.00	39,077.88	100.0%
Total DEBT SERVICE	39,077.88	0.00	39,077.88	100.0%
OPERATING FUND TRANSFERS				
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
CalPERS Unfunded Liability Pmt	431,548.00	500,000.00	-68,452.00	86.3%
Total OPERATING FUND TRANSFERS	431,548.00	1,100,000.00	-668,452.00	39.2%
Total OTHER BUDGET FUNDING REQUIRED	535,880.95	1,243,000.00	-707,119.05	43.1%
6560 · PAYROLL EXPENSES	30,275.15			
66910 · Bank Service Charges	125.00			
Total Expense	3,131,936.59	4,343,040.00	-1,211,103.41	72.1%
Net Ordinary Income	-322,547.61	184,182.00	-506,729.61	-175.1%
Net Income	-322,547.61	184,182.00	-506,729.61	-175.1%

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

February 2022

Type	Date	Memo	Account	Amount
ADVANCED SECURITY				
Bill	02/22/2022	Required Fire Alarm System Upgrade Mad River Station	5060.2 · Alarm Monitoring	3,002.09
Total ADVANCED SECURITY				3,002.09
AIRMEDCARE				
Bill	02/16/2022	Adding benefit for 3 (2 career and one VLU)	5030.5 · Air Ambulance Insur...	36.00
Total AIRMEDCARE				36.00
ALEX MANOUSOS				
Bill	02/21/2022	EMT Recert	5230.8 · Certifications	77.00
Total ALEX MANOUSOS				77.00
AMAZON				
Credit	02/09/2022	Return of tool from extractor project	800941 · REFUNDS	-84.58
Credit Card Charge	02/23/2022	Certificate holders	5170.1 · Office Supplies	35.52
Total AMAZON				-49.06
ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				
Bill	02/15/2022	March 2022 Rent	5210.1 · Arcata Station	10,000.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				10,000.00
AT&T- CAL NET 3				
Bill	02/24/2022	01-19-22 to 02-18-22	5060.1 · Phones - Landline &...	156.92
Total AT&T- CAL NET 3				156.92
BRANT ELECTRIC				
Bill	02/02/2022	Hose reels	Arcata	1,550.00
Total BRANT ELECTRIC				1,550.00
CAL PERS				
Liability Check	02/04/2022	Employer Paid PP 12-26-21 to 01-08-22	5020.1 · CalPERS Retirement	15,483.05
Liability Check	02/18/2022	Employee Paid PP 01-09-22 to 01-22-22	5020.1 · CalPERS Retirement	15,483.05
Total CAL PERS				30,966.10
CalPERS 457 PLAN				
Liability Check	02/04/2022	Employer Match PP 01-09-22 to 01-22-22	5010.5 · Deferred Compensa...	1,700.00
Liability Check	02/18/2022	450-238 PP 01-23-22 to 02-05-22	5010.5 · Deferred Compensa...	1,900.00
Total CalPERS 457 PLAN				3,600.00
CASCADE FIRE EQUIP.				
Bill	02/22/2022	SCBA Brackets	5120.7 · SCBA	1,357.14
Total CASCADE FIRE EQUIP.				1,357.14
CHRIS GUIMOND				
Bill	02/22/2022	Vision Reimbursement Self	5030.6 · Vision	271.86
Total CHRIS GUIMOND				271.86
CITY OF ARCATA				
Bill	02/04/2022	Service Period 12-28-21 to 01-27-22	Arcata	131.75
Bill	02/07/2022	Service Period 01-07-22 to 02-06-22	Mad River	122.30
Total CITY OF ARCATA				254.05
CJ'S FIRE SUPPORT				
Bill	02/08/2022	Repairs - air leak, water gauge	5120.1 · Fire Apparatus	1,869.34
Total CJ'S FIRE SUPPORT				1,869.34
COASTAL BUSINESS SYSTEMS, INC				
Bill	02/03/2022	Sharp copier and Lexmark printers	5200.1 · Copier	575.39
Total COASTAL BUSINESS SYSTEMS, INC				575.39
COUNTY OF HUMBOLDT - RISK MGT DIVISION				
Bill	02/23/2022	Primary & Excess 2021/22	5035.1 · Primary	55,983.73
Bill	02/23/2022	20% Admin Fee 2021/22	5035.3 · Administrative Fee	12,058.86
Total COUNTY OF HUMBOLDT - RISK MGT DIVISION				68,042.59
DEPARTMENT OF JUSTICE				
Bill	02/03/2022	Fingerprinting x2 new employees	5180.4 · Background Checks	98.00
Total DEPARTMENT OF JUSTICE				98.00

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

February 2022

Type	Date	Memo	Account	Amount
FDAC EBA				
Bill	02/08/2022	March Coverage	5030.4 · Dental & Life Insura...	2,487.38
Total FDAC EBA				2,487.38
GAYNOR TELEPHONE SYSTEMS				
Bill	02/10/2022	Software Assurance 03-10-22 to 03-09-23 MR Station	5060.1 · Phones - Landline &...	310.00
Total GAYNOR TELEPHONE SYSTEMS				310.00
HCFIA - HUMB CO FIRE INST ASSOC.				
Bill	02/15/2022	Company Officer 2A	5230.19 · Staff Training	425.00
Total HCFIA - HUMB CO FIRE INST ASSOC.				425.00
HEALTHCARE4ALL LTD				
Credit Card Charge	02/14/2022	Probe clip Oximeter Sensor	5140.1 · Medical Supplies	66.80
Total HEALTHCARE4ALL LTD				66.80
HOOFAST				
Credit Card Charge	02/10/2022	A/C Collar brass	5050.1 · Uniforms	51.13
Total HOOFAST				51.13
HUMBOLDT SANITATION				
Bill	02/07/2022	February service	McK	207.35
Total HUMBOLDT SANITATION				207.35
INFINITE CONSULTING SERVICES				
Bill	02/01/2022	Monthly IT services	5180.8 · IT Services	2,800.00
Total INFINITE CONSULTING SERVICES				2,800.00
JACKSON & EKLUND				
Bill	02/08/2022	Year end payroll prep and reconciliation , w-2's, W-3, 1099 and 1...	5180.6 · Accounting Services	558.00
Total JACKSON & EKLUND				558.00
LIEBERT CASSIDY WHITMORE				
Bill	02/21/2022	AR035-00011 Negotiations Local 4981	5180.1 · Legal Services	780.00
Bill	02/21/2022	Negotiations SMG	5180.1 · Legal Services	78.00
Credit Card Charge	02/22/2022	Covid Policy Update	5180.1 · Legal Services	150.00
Total LIEBERT CASSIDY WHITMORE				1,008.00
LUBE CENTRAL				
Bill	02/11/2022	Transmission Service	8205 · U8205	83.52
Bill	02/17/2022	Lube & Oil change	8206 · U8206	61.51
Total LUBE CENTRAL				145.03
MASIMO				
Bill	02/07/2022	3 Year Protection Plan x 2 Rad-57 Pulsox	5140.1 · Medical Supplies	1,512.49
Total MASIMO				1,512.49
MCK. COMM. SERVICES DISTRICT				
Bill	02/22/2022	McK Station DCV Service Period 01-03-22 to 02-07-22	McK	25.76
Bill	02/22/2022	Service Period 01-03-22 to 02-07-22	McK	180.01
Total MCK. COMM. SERVICES DISTRICT				205.77
MCKINLEYVILLE ACE HARDWARE				
Bill	02/02/2022	Battery for Key FOB	8206 · U8206	9.69
Bill	02/17/2022	Torx bit	McK	8.18
Total MCKINLEYVILLE ACE HARDWARE				17.87
MEDALS OF AMERICA				
Credit Card Charge	02/25/2022	Service Ribbons	5050.1 · Uniforms	78.75
Total MEDALS OF AMERICA				78.75
MIDAMERICA HRA				
Bill	02/11/2022	March retiree HRA	5030.2 · Health Insurance (R...	22,487.31
Total MIDAMERICA HRA				22,487.31
MISC VENDOR				
Check	02/04/2022	VOID: Incorrectly printed check to Jane Doe	5160.1 · Miscellaneous Expe...	0.00
Total MISC VENDOR				0.00

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

February 2022

Type	Date	Memo	Account	Amount
MITCHELL, BRISSO, DELANEY & VRIEZE, LLP				
Bill	02/07/2022	Special Tax Appeals process, Chief's contract, AVFA Lease Agr...	5180.1 · Legal Services	2,944.00
Total MITCHELL, BRISSO, DELANEY & VRIEZE, LLP				2,944.00
NATHANIEL PADULA				
Bill	02/21/2022	EMT Recert	5030.6 · Vision	77.00
Total NATHANIEL PADULA				77.00
OFFICE DEPOT				
Bill	02/01/2022	Labeler tape x 2	5170 · OFFICE SUPPLIES	27.45
Bill	02/15/2022	Dishwasher soap, garbage bags	McK	82.76
Bill	02/15/2022	trash bags, paper towels, water	McK	160.41
Total OFFICE DEPOT				270.62
PACIFIC GAS AND ELECTRIC				
Bill	02/01/2022	Service Period 12-27-21 to 01-25-22	McK	1,428.96
Bill	02/07/2022	Service Period 12-31-21 to 01-31-22	Arcata	1,351.80
Bill	02/18/2022	Service Period 01-13-22 to 02-13-22	Mad River	405.51
Total PACIFIC GAS AND ELECTRIC				3,186.27
PERS / HEALTH				
Bill	02/15/2022	Active Employee Premiums	5030.1 · Health Insurance (E...	39,241.39
Bill	02/15/2022	Retiree Premiums	5030.2 · Health Insurance (R...	3,590.01
Bill	02/15/2022	Active Admin Fee	5030.1 · Health Insurance (E...	98.10
Bill	02/15/2022	Retiree Admin Fee	5030.3 · Retiree Health Admi...	65.19
Total PERS / HEALTH				42,994.69
PRO PACIFIC AUTO REPAIR, INC.				
Bill	02/11/2022	Deferred maintenance and brake repairs	8215 · E8215	9,678.78
Bill	02/22/2022	Parking brake repairs	8216 · E8216	572.82
Total PRO PACIFIC AUTO REPAIR, INC.				10,251.60
RECOLOGY				
Bill	02/07/2022	January	Arcata	59.36
Bill	02/07/2022	January	Mad River	59.36
Total RECOLOGY				118.72
REDWOOD COAST FUELS				
Bill	02/15/2022	MR Station	5250.1 · Fuel	1,456.14
Bill	02/15/2022	McK Station	5250.1 · Fuel	401.18
Bill	02/28/2022	Arcata Station	5250.1 · Fuel	2,045.58
Total REDWOOD COAST FUELS				3,902.90
ROSS MCDONALD				
Bill	02/03/2022	Vision Reimbursement spouse	5030.6 · Vision	35.00
Total ROSS MCDONALD				35.00
ROTO-ROOTER				
Bill	02/04/2022	Extractor Project	Arcata	369.00
Bill	02/09/2022	Pex line repairs related to install of extractor	Arcata	199.00
Total ROTO-ROOTER				568.00
STREAMLINE				
Bill	02/01/2022	Web hosting and engage	5180.9 · Web Page Hosting	370.00
Total STREAMLINE				370.00
SUDDENLINK				
Bill	02/07/2022	Service Period 02-04-22 to 03-03-22	5060.5 · Cable TV & Internet	1,114.87
Total SUDDENLINK				1,114.87
THE MILL YARD				
Bill	02/03/2022	Extractor install	Arcata	27.71
Bill Pmt -Check	02/04/2022		800941 · REFUNDS	-6.80
Bill	02/08/2022	Extractor install	5130.1 · Structure Maintenance	16.84
Credit	02/10/2022	Return extractor install supplies	800941 · REFUNDS	-15.72
Total THE MILL YARD				22.03

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

February 2022

Type	Date	Memo	Account	Amount
THE STANDARD				
Bill	02/21/2022	March LTD	5030.7 · Long Term Disability...	493.00
Total THE STANDARD				493.00
TRAINING - PENDING REIMBURSEMENT				
Bill	02/22/2022	Estimated total expenses Guimond - Mounting the Intelligent Inte...	5230.19 · Staff Training	129.00
Bill	02/22/2022	Guimond - Low Angle Rope Rescue Operational 03-03-22	5230.19 · Staff Training	187.00
Total TRAINING - PENDING REIMBURSEMENT				316.00
VERIZON WIRELESS				
Bill	02/10/2022	January 2 - February 1, 2022	5060.1 · Phones - Landline &...	483.68
Total VERIZON WIRELESS				483.68
TOTAL				221,316.68

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Renewal of Resolution 21-247 for an Additional 30 Days Authorizing the Continued Use of Virtual Meetings

DISCUSSION:

Executive Order (N-08-21) authorizing waiver of certain teleconferencing requirements under the Brown Act expired on September 30, 2021. AB 361 signed by Governor Newsom on September 15, 2021, allows teleconferencing to continue without certain existing requirements, such as public access to all teleconference locations through the end of 2023. In order to utilize these legislative provisions, the Board is required to make findings that in-person meetings present a risk to the health and safety of meeting attendees. These findings regarding risk to health and safety need to be reconsidered every 30 days to determine if the emergency still exists.

Currently, the Governor's Proclamation of a State of Emergency-COVID executed on March 4, 2020, remains in effect. Furthermore, the State Department of Public Health website "recommends universal mask use for indoor public settings, regardless of vaccination status." To provide the District with the greatest flexibility to conduct its business in a safe manner, Staff is recommending the Board adopt a resolution finding that the COVID 19 pandemic state of emergency remains in effect and continuing to allow District Board meetings to be conducted remotely.

RECOMMENDATION:

The Board should;

- Reconsider the circumstances of the state of emergency that continues to exist, whereas state and local officials continue to recommend measures for social distancing and the current Covid-19 emergency related to in person meeting continues to present an imminent risk to health and safety to attendees, and
- Re-authorize Resolution 21-247 and direct the President to re-sign the Resolution authorizing the continued use of virtual meetings, effective March 8, 2022 to April 6, 2022.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:

ALTERNATIVES:

1. The Board could choose not to act and return to in person meetings

ATTACHMENTS:

Attachment 1 – Resolution 21-247

Resolution Number: 21-247

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

WHEREAS, Assembly Bill 361, which was signed into law on September 16, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance.

NOW THEREFORE, the Arcata Fire Protection District Board of Directors does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;
2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;
3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);
4. That the Board will reconsider the above findings within 30-days of this Resolution.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes: Maynor, Mendosa, Rosen and Johnson

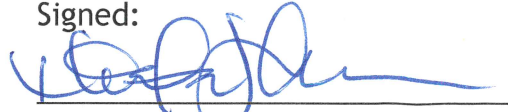
Nays: None

Abstain: None

Absent: None

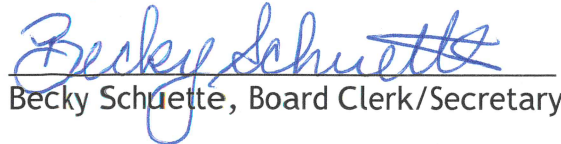
DATED: October 12, 2021

Signed:



Nicole Johnson, President

Attest:



Becky Schuette, Board Clerk/Secretary

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes: Maynor, Mendosa, Rosen and Johnson

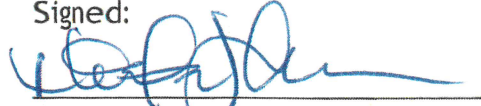
Nays: None

Abstain: None

Absent: None

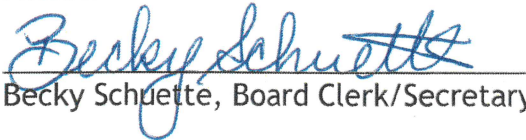
DATED: October 12, 2021

Signed:



Nicole Johnson, President

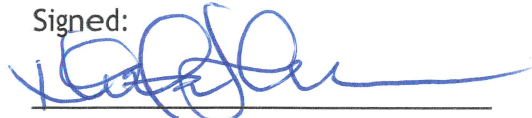
Attest:



Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: November 9, 2021

Signed:



Nicole Johnson, President

Attest:



Becky Schuette, Board Clerk/Secretary

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes: Maynor, Mendosa, Rosen and Johnson

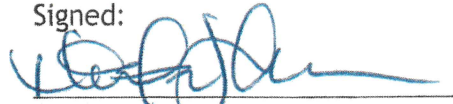
Nays: None

Abstain: None

Absent: None

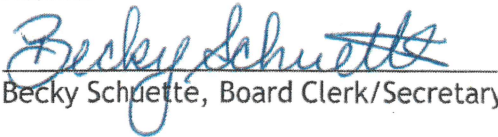
DATED: October 12, 2021

Signed:



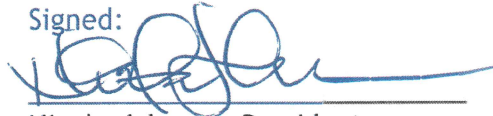
Nicole Johnson, President

Attest:


Becky Schuette, Board Clerk/Secretary

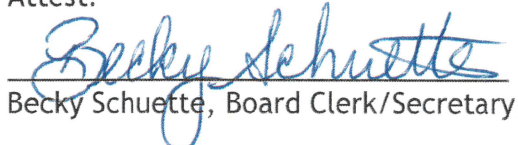
EXTENSION ADOPTION DATE: November 9, 2021

Signed:



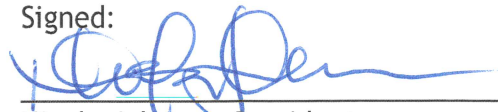
Nicole Johnson, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: December 14, 2021

Signed:



Nicole Johnson, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: January 11, 2022

Signed: Randy Mendosa
Randy Mendosa, President

Attest: Becky Schuette
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: February 8, 2022

Signed: Randy Mendosa
Randy Mendosa

Attest: Becky Schuette
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: March 8, 2022

Signed: _____
Randy Mendosa, President

Attest: _____
Becky Schuette, Board Clerk/Secretary

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Approve Correction to Previously Adopted Resolution 22-225 with Exhibit A, Acknowledging Receipt of a Report Regarding Annual Fire and Life Safety Inspections

Discussion

Following the February 8, 2022, Regular Board meeting and after Board President Mendosa had signed the previously adopted resolution, the Board Clerk noticed a typo in the resolution number. The title incorrectly indicated the number as 22-225 and it should have read 22-255.

Staff has updated the number on the signed original on both the cover page and the bottom of page two, to reflect the correct resolution number.

Recommendation

Staff recommends the approve the consent item to correct the original adopted and signed Resolution.

District Funds Requested/Required

- No Impact/Not Applicable
- Funding Source Confirmed:
- Other:

Alternatives

The Board has the following alternatives:

1. Take no action
2. With direction, refer the topic back to staff for further consideration

Attachments

Attachment 1 – Resolution 22-255 with Exhibit A

Resolution Number: 22-255

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS
ACKNOWLEDGING RECEIPT OF ANNUAL FIRE AND LIFE SAFETY INSPECTIONS
PURSUANT TO SECTIONS 13146.2 THROUGH 13146.4 OF THE CALIFORNIA HEALTH
AND SAFETY CODE**

WHEREAS, California Senate Bill 1205 (SB 1205) was signed into law in late 2018, and has been effective since January 1, 2019, and requires additional reporting requirements to existing state law relating to mandatory annual fire inspections, pursuant to California Health & Safety Code Sections 13146.2 through 13146.4; and

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, and apartment house for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments that provide protection services to report annually to administering authority on its compliance with Sections 13146.2 and 13146.3.

WHEREAS, the 2020 annual inspections of buildings used as a public or private school, hotel, motel, lodging house, and apartment house were not inspected for compliance with the building standards due to the Covid 19 pandemic.

WHEREAS, the 2021 annual inspections did resume with modifications as they related to the public health policies in related to the Covid 19 pandemic.

NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors intend this Resolution with attachment to fulfill the requirements of the California Health & Safety Code regarding acknowledgement of the Fire Districts compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes: Loudenslager, Maynor and Mendosa

Nays: None

Abstain: None

Absent: Johnson and Rosen

DATED: February 8, 2022

Signed: 

Randy Mendosa, President

Attest:



Becky Schuette, Board Clerk/Secretary

EXHIBIT A

ARCATA FIRE PROTECTION DISTRICT ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT

1. **EDUCATIONAL GROUP E OCCUPANCIES:** Educational Group E occupancies are generally described as public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the Arcata Fire Protection District, there are 38 Group E occupancies, buildings, structures and/or facilities. **From January 1, 2021, to December 31, 2021, the Arcata Fire Protection District completed the annual inspection of 35 Group E facilities. This is a compliance rate of 92% for this reporting period.**

2. **RESIDENTIAL GROUP R OCCUPANCIES:** Residential Group R occupancies, for the purpose of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, and apartments (three units or more). Within the Arcata Fire Protection District, there are 608 Group R occupancies, buildings, structures and/or facilities. **From January 1, 2021, to December 31, 2021, the Arcata Fire Protection District completed the annual inspection of 608 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.**

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Approval of Resolution 22-256 Adopting an Updated Records Management Policy Manual and Retention Schedule

DISCUSSION:

In September of 2017, the District Board adopted a Records Management Policy Manual and Retention Schedule. The policy included policies and a retention schedule set forth in laws and regulations from the California Secretary of State and the California Government Code. The document is utilized at least annually in order to purge or destroy documents as required; however, it needs to be updated.

Since 2017, technology has become has improved, allowing for documents to be easily scanned as readable documents saved to cloud based storage and easily retrievable. As a result, the updated retention matrix now includes a new column indicating the manner in which the document must be maintained; in the original format and when or if a document can be scanned for storage and retrieval.

Other updates to the matrix include the removal of record types that are not utilized by the Fire District, retention period updates, the renaming or combining of several of the record types and improved descriptions and examples for many of the record types.

It should also be noted that the process for review has taken many months and that District Counsel has been fully involved and provided final approval for the agenda.

If the Board chooses to adopt the updated policy the previously adopted Resolution 17-180 and related policy will be repealed and replaced in full by the policy attached to Resolution 22-256.

RECOMMENDATION:

Staff recommends the Board adopt Resolution 22-256.

FINANCIAL IMPACT:

- No Impact/Not Applicable
- Funding Source Confirmed:
- Other:

ALTERNATIVES:

The Board has the following alternatives:

1. Take no action
2. With direction, refer the topic back to staff for further consideration

ATTACHMENTS:

- Attachment 1- Updated Records Management Policy Manual and Retention Schedule
- Attachment 2 – Resolution 22-256 with Exhibit A



Approved and Adopted
March 8, 2022

**RECORDS MANAGEMENT
POLICY MANUAL AND RETENTION
SCHEDULE**

Purpose & Scope

The purpose of this policy is to provide guidelines to staff regarding Arcata Fire Protection District (Arcata Fire District or AFD) records; provide for the identification, maintenance, safeguarding, the retention and disposal in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

In compliance with California Government Code Sections 61061(c), 60200 through 60203, and the Local Government Records Management Guidelines prepared by the Secretary of State, the following is intended to define an acceptable records retention and destruction policy for the Arcata Fire District. This policy will illustrate the District's authority in records management, delineate a records retention schedule, and discuss storage, archiving and destruction.

Definitions of records referred to in this document are found in **Appendix C**.

Authorization

The Board of Directors authorize the Fire Chief to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records, specified in this document.

The Fire Chief shall appoint a Custodian of Records, who will oversee the records management program, including the Records Retention Schedule, found in **Appendix A**. The Custodian of Records will work closely with the Fire Chief and Chief Officers to promote the efficient and cost-effective conduct of District record keeping by reducing the number of records in active file areas, eliminating unnecessary retention of duplicate or obsolete documents, and providing for timely transfer of inactive files in compliance with legal requirements.

Records Retention Schedule

Establishment of a records retention policy and schedule allows the District to manage, maintain, retain, destroy, or duplicate records in compliance with the applicable provisions of the California Government Code. The Records Retention Schedule for the Arcata Fire District is found in **Appendix A** of this document and defines Record Types, provides a description or examples of what meets the criteria for that record type and details the legal authority and minimum retention period prescribed by said legal authority. The schedule also includes the legal authority abbreviations utilized throughout the matrix.

Storage

Permanent records should be kept in the original format, whenever legally required, or as indicated in Appendix A as requiring a "hard copy." In compliance with the California Government Code, Arcata Fire District will retain all documents required to be kept as permanent, in storage at the Administrative Offices located in the McKinleyville Station

Administrative Office at 2149 Central Avenue in McKinleyville, California, or, for those records not required to be retained in a hard copy, archived as allowed by this Policy.

Permanent records required to be kept in hard copy will also be archived as back-up in the manner prescribed in the following “Archive” section of this document. The archiving will not only allow for easier retrieval of records but will also serve as an added safety measure for aging documents in the event they deteriorate with time.

Non-permanent records will be retained in compliance with the retention schedule for the minimum legal retention period and pursuant to the legal authority specified in Appendix A. These documents will also be maintained and stored at the McKinleyville Station Administrative Office in either hard copy or electronic format as determined by needed space. As with permanent records, non-permanent records may be archived for back up as prescribed. Further, these documents will be disposed of in compliance with the methods recommended in the destruction section of this document.

Archiving

Certain documents require long term or permanent hard copy retention, and others may be archived for purposes of storage and space saving. To ensure efficiency and economy in utilization of office space for active records, all files not updated or referenced on a regular basis can be transferred to storage.

Documents that are not required to be preserved as permanent or in its original format, may be duplicated and stored in an electronic format. The Arcata Fire District will store and maintain its duplicated electronic documents in compliance with California Code of Regulation Section 22620.

Destruction

Once records have fulfilled their administrative, fiscal, or legal function, they should be disposed of as soon as possible in accordance with the Records Retention Schedule. This destruction should include originals, photocopies, and documents stored in any electronic format, unless the document is designated as a permanent record.

Records may be destroyed by shredding, recycling or via general disposal. Confidential records will be destroyed by shredding or other secure manner that preserves their confidentiality.

The Custodian of Records shall ensure destruction is coordinated and documented in accordance with this policy. Prior to permanent destruction, a list of records to be destroyed shall be presented to the Arcata Fire District Board of Directors for review. If there are no objections to the records due for destruction, the Board shall authorize the Fire Chief, in coordination with the Custodian of Records, via adoption of a Resolution, to proceed with destruction. The Resolution will identify the documents to be destroyed as an Exhibit to the Resolution acting as a Destruction Log. A sample of an authorizing resolution is shown in **Appendix B**.

Appendix A

The following pages contain the Arcata Fire Protection District Records Retention Schedule. The matrix is broken down into columns that define or provide an example of a Type of Record, the Description or Example of the record, the Legal Authority by which the record should be retained or destroyed, and a Minimum Legal Retention Period.

Destruction of any record must be authorized by the legislative body (Gov. Code §§ 60200 – 60203). Approval by the Arcata Fire District Board of Directors shall be via a Resolution.

Legal Authority Abbreviations referenced in this appendix:

CCP Code of Civil Procedure (California)
CCR California Code of Regulations
CFR Code of Federal Regulations
EC Elections Code (California)
GC Government Code (California)
IRC Internal Revenue Code
IRS Internal Revenue Service
LC Labor Code (California)
PC Penal Code (California)
R&TC Revenue & Taxation Code (California)
USC United States Code

Type of Record	Description or Example of Record	Legal Authority	Minimum Legal Retention Period	Hard Copy Required (Yes/No)
Accident/Illness Reports/Employee & Volunteer Medical Records	Not a public record. Employee & Volunteer Medical Records & Employee Exposure Records (name/identity of chemical substance used; when & where chemical substance was used; sampling results, collection methodology, background. Lab reports & worksheets). Work-injury claims (including denied claims); claim files, reports, etc. For employees of less than 1 year, no need to retain medical records if they are returned to employee upon termination).	8 CCR 14307, 8 CCR 3204 et seq., LC 6410, GC 6254(c), 29 CFR 1910.1020, GC 34090, 8 CCR 10102, 8 CCR 15400.2	Length of employment + 30 yrs.	No
Accounts Payable	Journals, statements, asset inventories, account postings with supporting documents, vouchers. Invoices, checks, reports, investments, purchase orders. Adjustments, journal entries, account transfers with County Treasury. **	CCP 337, 26 CFR 31.6001-1(e)(2)	Until audited + 5 yrs.	No
Accounts Receivable	Invoices - Copies sent for fees owed, billing, related documents. Checks, reports, investments, receipt books, checks, coins, currency, deposits, receipts. Adjustments, journal entries, account transfers with County Treasury. **	26 CFR 31.6001-1(e)(2), GC 60201, CCP 337	Until audited + 5 yrs.	No
Affidavits of Publication/Posting, Legal Notices	Legal notices for public hearings, publication of ordinances, etc.	GC 60201	5 yrs.	No
Agenda / Agenda Packets	Complete Agendas and packets should be imaged immediately. <u>A paper copy will be maintained for one year only.</u> The imaged or scanned (pdf) records may serve as the permanent record.	None	5 yrs. for administrative purposes only	For one year

Annexations / Reorganizations	Notices, Resolutions, Certificates of Completion	GC 60201	Permanent	Yes
Annual Financial Report/Audit Report	Independent auditor analysis financial services; internal and/or external reports; independent auditor analysis. Documentation created and or received in connection with an audit hearing or review	None	Permanently for administrative purposes	No
Apparatus/Vehicle	Repair and Maintenance of all District vehicles and apparatus; *	GC34090; CCP 340.5 *	Current + 2 yrs.	No
Appraisals	For real property owned by District – <u>Not a public record until real estate transaction is complete</u>	None	Permanently for administrative purposes	No
Bank Account Reconciliations	Bank statements, canceled checks, certificates of deposit	26 CFR 31.6001-1(e)(2)	Until audited + 5 yrs.	Yes
Bids, Accepted	Includes plan and specifications; notices/affidavits.	60201; CCP 337, 337.1	5 yrs. after termination of contract or agreement	No
Bids, Unaccepted	Unaccepted bid packages only	GC 60201	5 yrs.	No
Bonds	Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements.	GC 60201	Until Paid + 5 yrs.	Yes
Bonds – Paid/Cancelled	Paid or cancelled bonds; warrant certificates; interest coupons	GC 53921	5 yrs.	Yes
Bonds - Unsold	Unsold Bonds	GC 43900 et seq.	5 yrs.	Yes
Bonds - Final	Final bond documentation; monthly statement of transactions; supporting documents	GC 60201	Until Paid + 5 yrs.	Yes

Brochures/Publications	Retain selected documents only for historic value. Funding measure PR publications etc.	None	5 yrs. for administrative purposes only	No
Budget, Annual	Preliminary, final, mid-year and year end actual budgets.	GC 60201	Until audited + 5 yrs.	Yes
Checks	Includes payroll, canceled and voided checks	GC 60201, CCP 337	Until audited +5 yrs.	No
Claims Against the District	Paid/Denied	GC 60201, GC 25105.5	Until settled + 5 yrs.	No
Collective Bargaining Agreements/Employee Contracts	Individual Employment Contracts, Memorandum's of Understandings (MOU), Pre-MOU District Personnel Policies applicable to retirees from 2005 and earlier. Includes retirement plans.	29 CFR 516.5; 29 USC 1027; CalPERS	Maintained current while employed and for retirees until death	No
Complaints/Requests	Various files not related to specific lawsuits involving the District and not otherwise specifically covered by the retention schedule.	None	5 yrs. for administrative purposes only	No
Contracts	Original contracts, agreements, and back-up materials.	CCP 317, 318, 319, 337	5 yrs. after termination/completion; 5 yrs. after termination if real property related agreement	Yes
Correspondence / Citizen Feedback	General correspondence, including letters and e-mail; Various files, not otherwise specifically covered by the retention schedule. (Further guidance related to emails is found in the District's separate email retention policy.)	None	5 yrs. for administrative purposes only	No
Deeds, Real Property	File with recorded documents; <u>originals may not be destroyed.</u>	GC 60201	Permanent	Yes

Deferred Compensation Reports	Finance - pension/retirement funds	29 CFR 516.5, 29 CFR 1627.3	5 yrs.	No
District Establishment Documents	Documents regarding the establishment/organizing of the Fire District: Certificate of Existence, LAFCO, Annexations	GC 60201	Permanent	Yes
Easements, Real Property	File with recorded documents; <u>originals may not be destroyed.</u>	GC 60201	Permanent	Yes
Economic Interest Statements - Board Members	Form 700 - Original signature pages forwarded to County Elections; photocopies maintained by filing officer.	GC 81009(e), (g)	7 yrs. (can image after 2 yrs.)	For 2 Yrs.
Economic Interest Statements - Designated Employees	Form 700 - Originals of statements maintained by filing officer, locally.	GC 81009(e), (g)	7 yrs. (can image after 2 yrs.)	For 2 Yrs.
Election - Ballots - Prop. 218 (Assessment Districts)	Property related fees (Assessment Ballot proceeding)	California Constitution Art. XIII	Permanent	No
Election - Certificates of Election	Certificates of election; original reports and statements	GC 81009(a)(d)	Termination + 5 yrs.	Yes
Employee & Volunteer Personnel Files	<u>Not a public record.</u> Name, address, date of birth, occupation. Rate of pay and weekly compensation earned. Federal and State Tax deduction forms (W-4, DE-4). Payroll deduction authorizations. Release authorizations; certifications; reassignments; outside employment; commendations; disciplinary actions; terminations; Oaths of Office; Evaluations. Other records (not payroll) containing name, address, date of birth, occupation, etc., including records relating to promotion, demotion, transfer, lay-off, termination. Volunteer program training - class training materials, internships. Paperwork documenting internal and external training.	GC 12946, GC 6254(c), GC 60201, 29 CFR 1627.3, 29 CFR 1602.31, 29 CFR 516.6 et. seq., LC 1174, 45 CFR 1068.6(a), GC34090	Length of employment + 7 yrs.	No

	Certification/designations. Training, certifications/designations. Background investigations (stored in separate locked cabinets).			
Employee & Volunteer Recruitment	Alternate lists/logs, ethnicity disclosures, examination materials, examination answer sheets, job bulletins. Records relating to hiring, promotion, selection for training.	GC 12946, GC 60201, 29 CFR 1602 et. seq., 29 CFR 1627.3	Current + 5 yrs.	No
Employment Applications - Not Hired	Applications submitted for existing or anticipated job openings, including any records pertaining to failure or refusal to hire applicant	GC 12946, 29 CFR 1627.3	5 yrs.	No
Employment Eligibility Verification (I-9 Forms)	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986	8 USC 1324a (b)(3), Pub. Law 99-603	Length of employment + 7 yrs.	No
Employment - Surveys & Studies	Includes classification, wage rates	GC 12946, 29 CFR 516.6	5 yrs.	No
Equipment	Service/maintenance/repairs *	GC 60201	Current + 5 yrs.	No
Facility & Equipment Inspection Reports	Records of scheduled and /or periodic inspections required by the IIPP to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe conditions and work practices	8CCR 3203 (b)(1)	These records shall be maintained for at least one (1) year	No
Family & Medical Leave Act (Federal)	Records of leave taken, District policies relating to leave, notices, communications relating to taking leave	29 CFR 825.500, GC 12946	While employed + 5yrs.	No

Federal & State Tax Records	Forms 1096, 1099. Forms filed annually; quarterly and year-end reports (i.e.: Diesel Fuel Tax).	29 USC 436, 26 CFR 31.6001.1-4, 26 CFR 31.6001-1(e), 29 CFR 516.5-516.6. R&TC 19530, R&TC 19704	5 yrs. after file date	No
Fire & Life Safety Reference	Fire Code, Building Code Set, NFPA Standards	GC34090.7, CCP 340.5	Superseded + 3 yrs.	No
Fixed Assets - Inventory	Reflects purchase date, cost, account number	GC 60201	Until audited + 5 yrs.	No
Fixed Assets - Surplus Property	Auction; disposal – Listing of property from Resolution; sealed bid sales of equipment; proof of disposal or sale/donation.	GC 60201, CCP 337	Until audited + 5 yrs.	No
Fixed Assets - Vehicle Ownership & Title	Title transfers when vehicle is sold.	VC 9900 et. seq.	Until sold + 5 yrs.	Yes, until sold
Gifts/Bequests	Receipts or other documentation	None	5 yrs. for administrative purposes only	No
Grants	Community Development Block Grant (CDBG); Urban Development; other Federal and State grant documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, grant documents, inventory, consolidated plan, etc.	24 CFR 570.502, 24 CFR 85.42	Until completed + 5 yrs.	No
Hazardous Waste Disposal (District Use)	Documents regarding handling and disposal of hazardous waste - Permanent retention of	CAL OSHA, 40 CFR 122.21	Current + 10 yrs.	No

	environmentally sensitive materials is recommended			
Hazardous Materials Storage - Permits (District Use)	Includes underground storage tanks. Compliance: Documents regarding storage, location, installation, removal, remediation. Permanent retention of environmentally sensitive materials is recommended	GC 60201, GC34090, GC34090a	Permanent	No
Hazardous Materials - Training Materials	Training Materials	Standards and Administration *Reg. 3204(d), et seq.	Superseded + 2 yrs.	No
Incident Reports	NFIRS incident reports. *	GC34090, CCP338 *, PC 801; UFC 104.32	Completed + 3 yrs.	No
Inspections, Fire Prevention	Alarm/sprinkler systems, prevention efforts. *	UFC 103.34	Completed + 3 yrs.	No
Insurance	Joint Powers Agreements - Accreditation, MOU, agreements, and agendas. Insurance Certificates - Liability, performance bonds, employee bonds, property: Insurance certificates filed separately from contracts, includes insurance filed by licensees. May include liability, property, Certificates of Participation, deferred, use of facilities	GC 60201	Current + 5 yrs.	Yes
Insurance, Risk Management Reports	Loss Analysis Report; Safety Reports; Actuarial Studies	29 CFR 1904.44, GC 60201	Current + 5 yrs. (Federal)	Yes
Inventory, Equipment & Supplies	Hose, SCBA, power equipment etc. tracked in RMS.*	GC34090	Current + 2 yrs.	No
Journals, Fire Station	Activities, personnel, engine company. *	GC34090	Current + 2 yrs.	No

Litigation	Case files.	GC 60201	Until settled or adjudicated + 5 yrs.	No
Minutes	Minutes of District Board meetings. Documents are to be imaged following approval by the Board. <u>Paper records are to be maintained permanently by the Board.</u>	GC 60201	Permanent	Yes
Mutual Aid, Strategic Plans	Mutual/Strategic Aid Plans	GC34090	Superseded + 3 yrs.	No
Oaths of Office	Elected and public officials – Board Members & sworn personnel	GC 60201, 29 USC 1113	Length of employment + 7 yrs.	Yes
Ordinances	<u>Vital records - originals may never be destroyed. Image immediately.</u>	GC 60201	Permanent	Yes
OSHA	OSHA Log 300, Supplementary Record, Annual Summary (Federal & State-Cal-OSHA)	8 CCR 14307, 29 CFR 1904.2 - 1904.6, LC 6410;	5 yrs.	No
Payroll	Federal/State Reports - Annual W-2's, W-3's, etc.; quarterly and year-end reports. Payroll registers. Timecards/sheets(printouts). Wage Rates, job classifications. Includes records for terminated employees.	GC 60201, 29 CFR 516.6(c), 29 CFR 516.5, 29 CFR 516.5(a), LC 1174(d),	Current + 7 yrs.	No
Petitions	Petition for Adjustment of Tax or Assessment or Petition for Repeal submitted to legislative bodies.	GC 60201, CCP 338(m)	Current + 5 yrs.	No
Policies	Personnel Rules & Regulations: Employee handbook, Administrative policies, Board policies. All policies and procedures, directives rendered by the District not assigned a resolution number. Original policies adopted by the District Board. Procedures Manuals.	GC 60201	Current + 5 yrs.	No

Press Releases	Related to District actions/activities.	None	5 yrs. for administrative purposes only	No
Public Records Request	Requests from the public to inspect or copy public documents.	GC 60201	5 yrs.	No
Purchasing - RFQ's, RFP's	Requests for Qualifications; Requests for Proposals regarding goods and services and all supporting documentation and submissions	GC 60201	Current + 5 yrs.	No
Real Property Acquisition Disposition/Surplus	District owned. Supporting documents regarding sale, purchase, exchange, lease, or rental of property by District.	CCP 337.15	10 yrs.	Yes
Recordings	Audio and Video tape recordings of Board meetings	GC 54953.5	30 days	No
Records Retention Schedules	Previously adopted schedules	GC 60201	Current + 5 yrs.	No
Resolutions	<u>Originals may never be destroyed. Image immediately.</u>	GC 60201	Permanent	Yes
Risk Management Administration	Accidents/damage to District property; forms.	CCP 337.15	10 years	No
Unemployment Insurance Records	Unemployment Notices, Letters, Claims	IRC 3301-3311	5 yrs.	No
When there is no requirement to maintain an original of a document listed in the matrix, documents will be scanned (imaged) and stored in electronic format in the AFD Electronic Filing Cabinet.				
*This information is stored in the Records Management System and electronic record cannot be purged.				
**This record is scanned and stored in the Doc Center of QuickBooks, attached to the check register entry. This record may be purged as electronic storage constraints dictate.				

Appendix B

Resolution Number: XX-XXX

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING THE DESTRUCTION OF CERTAIN FIRE DISTRICT RECORDS

WHEREAS, in compliance with Resolution XX-XXX, the Board authorizes for the destruction of certain records pursuant to the records retention schedule; and

WHEREAS, the Chief of the Arcata Fire Protection District has requested permission to destroy certain records, the exact nature and extent of which are set forth in Exhibit A, and by this reference made a part hereof; and

WHEREAS, said request is in accordance with the procedures and requirements of Sections 60200 through 60203 of the California Government Code; and

WHEREAS, the requested list of records to be destroyed shown in Exhibit A has been reviewed and approved by District Counsel.

NOW THEREFORE, BE IT RESOLVED THAT by the Arcata Fire Protection District Board of Directors that the Fire Chief is hereby authorized and directed, in accordance with Section 60203 of the Government Code of the State of California, to destroy the records described on the document marked Exhibit A, attached hereto and made a part hereof.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection by the following polled vote:

Ayes:

Nays:

Abstain:

Absent:

DATED: (Insert Date)

Signed:

NAME, President

Attest:

NAME, Board Clerk/Secretary

Appendix C

The California Secretary of State Local Government Records Management Guidelines define **Records** as all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by an agency, regardless of physical form or characteristics. These “Records” may be broken down further and can have additional definitions that may include, but are not limited to the following:

Definitions *(in alphabetical order)*

Active Records – As a measure of activity for records that are referred to at least once a month per cubic foot of records. Also – As a retention period for a Perpetual Record that remains “active” until some event occurs to change its status, at which time it has fulfilled its function. (See also Perpetual Record)

Administrative Records – Records commonly found in all offices and typically retained only for short time periods – less than five years. Examples include subject, chronological, budget, and policy files.

Archival Records - Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data.

Discovery – The pretrial disclosure of pertinent facts or documents by one or both parties to a civil action or proceeding. Anything requested during discovery must be disclosed if it exists – even non-records and records that should have been destroyed earlier. Discovery effectively freezes selected holdings until released by opposing attorney or the court.

Local Government – Government Code, Section 6252 states: “Local Agency’ includes a county; city, whether general law or chartered; city and county; school district; municipal corporation; district; political subdivision; or any board, commission or agency thereof; other local public agency; or nonprofit entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Government Code, Section 54952.”

Non-Records - Material not usually included within the definition of records, such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stocks of publications and processed documents, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. (See also **Discovery**)

Permanent Records – Records that are required in perpetuity, usually identified by statute or other written guidance. Examples include original birth certificates, death certificates, Spanish land grants, etc.

Perpetual Records – Records retained for an indefinite period of time and then stored or destroyed after some event takes place. Examples include office personnel files which are kept until a person leaves the office, policy files kept until the policy is changed,

contract files kept until the contract terminates, etc.

Program Records - Records that relate to the primary function of the agency in response to its daily mission. Examples include lien files, recorders files, election files, probate records, medical records, etc.

Public Records - Any information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Records - All papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by an agency, regardless of physical form or characteristics.

Records Retention Schedule - A list of all records produced or maintained by an agency and the actions taken with regards to those records. A retention schedule is an agency's legal authority to receive, create, retain, and dispose of official public records. It assists the agency by documenting which records require office or temporary storage, which records have historic or research value, and which records should be destroyed because they no longer have any administrative, fiscal, or legal value. In the event of litigation, courts accept a retention schedule as establishing an agency's "normal course of doing business".

Retention Period – The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function. Then a record should be disposed of as soon as possible in accordance with an approved Records Retention Schedule.

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Randy Mendosa, Board President
Subject: Employment Contract Renewal – Fire Chief

DISCUSSION:

On June 14, 2016, then Assistant Chief Justin McDonald entered into a six-year employment contract to serve as our Fire Chief. That contract was set to expire in June of 2022.

With guidance from legal counsel Ryan Plotz, Directors Blaine Maynor and Randy Mendosa negotiated with Chief McDonald to update and renew the terms of his employment contract for an additional four years.

The Board has directed Chief McDonald will receive a first time 5% merit increase that will be effective February 7, 2022. The merit increase is specified on the Master Salary Schedule amendment under Consent Calendar Item# 7.

RECOMMENDATION:

Directors Maynor and Mendosa recommend the Board approve and authorize the board president to sign the renewed and amended employment contract with Fire Chief Justin McDonald.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

ALTERNATIVES:

The Board has the following alternatives:

1. Take no action
2. With direction, refer the topic back to staff for further consideration

ATTACHMENTS:

- Attachment 1- Original Contract Effective 06/14/16
- Attachment 2- Contract Amendment #1 with Exhibit B

EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF JUSTIN MCDONALD

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EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF JUSTIN MCDONALD

This Fire Chief Employment Agreement (“AGREEMENT”), is made and entered into by and between the Arcata Fire Protection District (“DISTRICT”) and Justin G. McDonald (“EMPLOYEE”). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as “Party” or jointly as “Parties”.

WHEREAS, the DISTRICT has employed the EMPLOYEE since March 14, 2001; and

WHEREAS, the DISTRICT desires to employ the EMPLOYEE as Fire Chief for the DISTRICT pursuant to the authority as set forth in applicable state law, including, but not limited to, Health and Safety Code § 13861; and

WHEREAS, the DISTRICT and the EMPLOYEE desire to set forth in the AGREEMENT each of the terms, conditions, and benefits of such employment; and

WHEREAS, the EMPLOYEE desires to accept employment as the Fire Chief.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Article I. DUTIES & RESPONSIBILITIES

- A. The EMPLOYEE will be employed as the Fire Chief of the DISTRICT or in such other official capacities as the BOARD may, from time to time, designate. The Fire Chief serves as the DISTRICT’s chief executive officer and reports directly to the DISTRICT’s Board of Directors (“BOARD”).
- B. The EMPLOYEE will do and perform all services, acts, functions and duties necessary or advisable to manage and conduct the affairs of the DISTRICT, as provided for and specified in the DISTRICT’s “Fire Chief Job Description”, set forth in Exhibit A and which is incorporated herein as if set forth in full, and as directed or authorized by the BOARD.
- C. The EMPLOYEE will devote his full time, energy and attention to the Fire Chief position and agrees to perform the functions and duties of Fire Chief to the best of his abilities. The EMPLOYEE will generally work normal office hours Monday through Friday, from 08:00 to 17:00, with one paid hour for lunch. Such normal hours may vary as the EMPLOYEE may be required as Fire Chief to perform duties and responsibilities outside the normal business hours of the DISTRICT, such as attendance at each meeting of the BOARD and other meetings or events, which may be required by the DISTRICT. The

EMPLOYEE shall also be able to be reached and be available to respond during other hours, as necessary to perform the continuing duties of the position.

- D. The DISTRICT and its BOARD members will oversee the administrative services of the DISTRICT only through the Fire Chief, except for purposes of inquiry into performance of the EMPLOYEE, and neither the BOARD nor any member thereof will give orders to any subordinate of the Fire Chief.

Article II. TERM OF EMPLOYMENT

Section 2.01 INITIAL TERM

- A. The CONTRACT shall become effective when signed by both Parties. The term of this CONTRACT is six (6) years measured from the effective date.
- B. The EMPLOYEE's employment as Fire Chief shall commence on or before June 21, 2016 unless the Parties agree otherwise in writing. If the EMPLOYEE intends to resign at any time before the expiration on the term of this CONTRACT, he shall notify the DISTRICT in writing at least 90 calendar days before the date he intends to cease employment. If the EMPLOYEE fails to provide such notice or if the EMPLOYEE otherwise terminates his employment with the DISTRICT, the EMPLOYEE shall be entitled to no severance payment other than earned leave balances.

Section 2.02 EXTENDED TERM

- A. The Employee shall notify the DISTRICT in writing no more than 180 and no less than 90 calendar days before expiration of the contract term of his intent to renew or not to renew this CONTRACT. If the EMPLOYEE fails to notify the DISTRICT in writing or notifies the DISTRICT that he does not intend to renew, then this CONTRACT shall expire automatically after six (6) years after the effective date. If the EMPLOYEE notifies the DISTRICT that he wishes to renew, the DISTRICT shall notify the EMPLOYEE in writing within 30 calendar days thereafter of the DISTRICT's intent whether to extend or not to extend the EMPLOYEE's CONTRACT for an additional two (2) years.

Article III. SALARY & PERFORMANCE EVALUATIONS

Section 3.01 SALARY

- A. The DISTRICT agrees to pay the EMPLOYEE an annualized base salary at the rate of \$120,486.00, payable bi-weekly, at the same time and method as other DISTRICT employees are paid and subject to applicable withholding requirements and deduction of any such sums as may be agreed upon between EMPLOYEE and the DISTRICT. The EMPLOYEE is only entitled to the salary that the EMPLOYEE earned, based upon the time period in which he was employed in the Fire Chief position.

- B. This is an exempt position and the EMPLOYEE will not be entitled to overtime compensation, except the EMPLOYEE will be eligible to earn Compensatory Time Off for duty coverage, as set forth in "Exhibit B".

Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS

- A. The EMPLOYEE will schedule annual meetings of the BOARD pursuant to applicable provisions of the Ralph M. Brown Act, during which the BOARD will establish performance goals and objectives that the BOARD wishes the EMPLOYEE to address or achieve during each fiscal year. The BOARD may, in its discretion, establish a committee to meet with the EMPLOYEE and review the EMPLOYEE's performance goals and objectives.
- B. By or about June 30 each year, or at such time as may be mutually agreed by the Parties, the BOARD will formally review and evaluate the performance of the EMPLOYEE. The BOARD will provide the EMPLOYEE with a written summary statement of the evaluations and provide the EMPLOYEE an adequate opportunity to discuss his evaluation with the BOARD in Closed Session. The EMPLOYEE will sign the performance evaluation to acknowledge that he is aware of its contents. Such evaluation shall be sealed and marked "Confidential, Authorized Personnel Only", and be placed in the EMPLOYEE's personnel file. The EMPLOYEE's performance will not be classified as "unsatisfactory" for purposes of compensation setting in Article III, Section 3.03 in the absence of a written summary statement making such a determination.

Section 3.03 MERIT INCREASES

- A. All potential increases in salary will be based upon the results of the EMPLOYEE's annual employee performance evaluation and are subject to DISTRICT funding. The EMPLOYEE acknowledges and agrees that salary increases are not automatic and are given solely at the BOARD's discretion. Upon the conclusion of the annual performance evaluation by the BOARD, the EMPLOYEE may receive a salary increase, not to exceed five percent (5%) per year, corresponding to the overall rating of the performance evaluation.

Article IV. DRIVER LICENSE REQUIREMENT

- A. At all times during the EMPLOYEE's employment with the DISTRICT as Fire Chief, he is required to possess a valid California Driver's License, Class C with Firefighter endorsement.

Article V. RESIDENT REQUIREMENTS

- A. The EMPLOYEE agrees to reside in a location that allows him a response time of within fifteen (15) minutes to the boundaries of the DISTRICT. Questions about interpretation of response time will be resolved in the BOARD's sole determination. Exceptions to this

rule may be granted by the DISTRICT in writing when, in the opinion of the BOARD, conditions warrant such exception.

Article VI. BENEFITS

- A. The EMPLOYEE shall be entitled to the employment benefits as set forth in Exhibit "B" hereto, under the same terms and conditions offered to other DISTRICT employees, as such benefit policies are in effect and which may be modified from time to time, and subject to eligibility requirements.

Article VII. TERMINATION & SEVERANCE

Section 7.01 EMPLOYMENT AT-WILL

- A. Both the EMPLOYEE and the DISTRICT acknowledge and agree that the employment relationship between the EMPLOYEE and the DISTRICT is "employment at-will"

Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE

- A. The EMPLOYEE may end this AGREEMENT and resign from employment with the DISTRICT at any time and for any reason. Though he is under no obligation to do so, as a courtesy to the DISTRICT, the DISTRICT requests that the EMPLOYEE make reasonable efforts to give at least 90 calendar days' advance written notice prior to resigning his employment with the DISTRICT.
- B. The EMPLOYEE shall not be entitled to severance pay in the event of his resignation.

Section 7.03 TERMINATION FOR GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. For "Good Cause" may be defined as be a breach of contract or failure to perform the responsibilities as set forth in this agreement, as defined by law, or as specified in the DISTRICT's job description for Fire Chief and the DISTRICTS policies and procedures.
- B. Notwithstanding the "at-will" nature of the employment for the position of Fire Chief, the Employee will nonetheless have the rights afforded to him under Government Code section 3254(c). The EMPLOYEE shall receive 45 days written notice of such pending action. The EMPLOYEE shall then be entitled to a conference with the Board at which time the EMPLOYEE shall be given a reasonable opportunity to address the Boards concerns. The EMPLOYEE shall have the right to have representation of his choice at the conference with the DISTRICT Board
- C. There shall be no severance pay under this section in the event of termination of employment

Section 7.04 TERMINATION WITHOUT GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated without "good cause" by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. The EMPLOYEE shall receive 180 days written notice. If the DISTRICT elects to exercise its rights under the section and terminate this CONTRACT during its term less than three (3) years after the commencement date, the EMPLOYEE shall have return (bump back) rights as described in Article VII, Section 7.05. If the termination of this CONTRACT under this section is more than three (3) years after the commencement date, the EMPLOYEE shall receive an amount of salary and benefits equal to one year, payable monthly. The Parties agree to this liquidation damage provision in recognition or the extreme difficulty is ascertaining actual damages to the EMPLOYEE

Section 7.05 RETURN RIGHTS

- A. If, at the time of termination, the EMPLOYEE has been working as Fire Chief for the DISTRICT for less than three years, based on the commencement date of employment, the EMPLOYEE shall be entitled to the following return rights, provided that the EMPLOYEE is not being terminated pursuant to Government Code 53243,:
- i. The EMPLOYEE will be re-assigned to a classification equal to that of Assistant Chief.
 - ii. Benefits will remain unchanged.
 - iii. Salary will be frozen until cost of living adjustments and/or raises bring that of Assistant Chief, Step 3 (or top step) in the DISTRICT to parity with EMPLOYEES current salary.
 - iv. Seniority would be retained for all past years of service.
- B. For the first three (3) years of this contract, the EMPLOYEE may voluntarily request a demotion from his employment with the DISTRICT. The EMPLOYEE shall give the DISTRICT 60 calendar days advanced written notice, unless the Parties agree otherwise. If this situation arises, the provisions of Section 7.05 subsections (1, 2, and 3) will apply. The EMPLOYEE would be placed at the current salary for top step Assistant Chief.
- C. All of Section 7.05 shall terminate three (3) years after the effective date and shall not affect the rest of the provisions of the CONTRACT.

Article VIII. CONVICTION OF A CRIME

- A. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse to the DISTRICT any and all leave salary which may be paid to the EMPLOYEE pending any investigation of the employment related conduct of the EMPLOYEE is the EMPLOYEE is

convicted on a crime involving an abuse of his office or position as defined in Government Code 53243.4.¹

- B. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all funds provided for the legal criminal defense of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.²
- C. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all cash settlement provided to the EMPLOYEE, which is related to the termination of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.³

Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE

- A. The DISTRICT must, consistent with the provisions of Government Code section 810 *et. seq.*, defend, save and hold harmless, and indemnify the EMPLOYEE against any tort, professional liability, claim or demand of legal action, arising out of an alleged act or omission occurring in the performance of the EMPLOYEE's duties or actions related to his position as Fire Chief. The DISTRICT will provide and pay a full legal defense with an attorney of DISTRICT's choosing representing the EMPLOYEE's interest. Legal representation provided by the DISTRICT for the EMPLOYEE will extend until final determination of legal action, including all appeals brought by either party, and will be provided under a reservation of rights to not pay any judgment, compromise or settlement if it is established by a judicial decision or jury verdict after completion of all appeals that the claim arose out of an act that fell outside the scope of EMPLOYEE's duties and employment or was the result of a criminal act, or willful or wanton misconduct or the EMPLOYEE.
- B. The DISTRICT will provide and pay all costs of fidelity or other bonds required for the EMPLOYEE.

Article X. ARBITRATION

- A. Both the DISTRICT and the EMPLOYEE mutually and voluntarily agree that any dispute, controversy or claim arising out of or relating to the EMPLOYEE's employment by the DISTRICT, this AGREEMENT or the breach thereof, shall be decided exclusively by final and binding arbitration pursuant to the Arbitration Agreement attached hereto as Exhibit "C".

¹ California Government Code § 53243

² California Government Code § 53243.1

³ California Government Code § 53243.2

Article XI. NOTICES

A. Any notice relating to or required by this AGREEMENT must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or three (3) business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed as follows:

If to EMPLOYEE: Justin McDonald
1280 Creek Court
McKinleyville, CA 95519

If to DISTRICT President, Board of Directors
Arcata Fire Protection District
2149 Central Avenue
McKinleyville, CA 95519

B. Each party may change address by written notice in accordance with this paragraph.

Article XII. GENERAL PROVISIONS

Section 12.01 GOVERNING LAW

A. This AGREEMENT, except for the Arbitration Agreement attached as Exhibit "C", which is governed by the Federal Arbitration Act, is governed by the laws of the State of California, and the right and obligations of the Parties hereto will be construed and enforced in accordance with the laws of the State of California.

Section 12.02 ENTIRE AGREEMENT

A. The terms, conditions, conditions, and covenants of this AGREEMENT are intended by the Parties as a final expression of their agreement with respect to such terms, conditions, and covenants as are included in this AGREEMENT and may not be contradicted by evidence of any prior or contemporaneous agreement. This AGREEMENT specifically supersedes any prior written or oral agreements between the Parties.

Section 12.03 MODIFICATION

A. The AGREEMENT may be modified by mutual written agreement of the Parties.

Section 12.04 NO ASSIGNMENT

A. The EMPLOYEE may not assign or transfer any rights granted or obligations assumed in this AGREEMENT

Section 12.05 SEVERABILITY

A. If any terms, provisions, conditions, and covenants of this AGREEMENT are held invalid or unenforceable, the remainder of this AGREEMENT will not be affected thereby and remains valid and enforceable to the fullest extent permitted by law.

Section 12.06 SUCCESSOR AGENCY

A. It is the intent of the Parties that, to the extent permitted under the law, this AGREEMENT shall bind any agency, which is successor to the DISTRICT.

Article XIII. ORIGINALS

A. This AGREEMENT may be executed in two (2) duplicate originals, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. This AGREEMENT consists of 8 pages, which constitute the entire understanding and agreement of the Parties

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates written below with the intent to be bound thereby.

"DISTRICT"

"EMPLOYEE"

DATED: 6/14/16

DATED: 6/14/16

BY: 

BY: 

Linda Sundberg, President

Justin McDonald



Job Title: FIRE CHIEF

Division: Administration
 Supervisor: Fire District Board
 Effective: January 11, 2022
 Revised: 2021

Bargaining Unit: Unrepresented
 FLSA Status: Exempt
 PERS Status: Safety

BRIEF DESCRIPTION OF THE CLASSIFICATION:

Performs very complex leadership and managerial work to plan, organize, direct, staff, and control all District programs and operations in accordance with Board policy and applicable laws, regulations, and requirements. Plans and directs the implementation of strategic goals and objectives based on the District’s established mission and vision. Ensures District-wide operational readiness at all times. Supervises all personnel, including subordinate managers and supervisors. Plans and designs operational and administrative programs and projects. May participate in emergency response activities as a duty officer on an as needed or rotating basis. Performs other related duties as required.

Receives policy direction from the District Board of Directors.
 Exercises direct and indirect supervision over subordinate staff, including subordinate managers and supervisors.

OVERALL PHYSICAL STRENGTH DEMANDS:

Sedentary	Light X	Medium	Heavy	Very Heavy
S = Sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L = Light Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M = Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	H = Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH = Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the classification. The following examples do not identify all duties performed by any single incumbent. Specific requirements of individual positions are described in the Job Description.

	Physical Strength Code	ESSENTIAL FUNCTIONS
1	S	Plans, organizes, directs, staffs, and controls all District operations and programs; works with the District Board to determine strategic goals, plans, and objectives in accordance with applicable laws, regulations, rules, and requirements.
2	L	Develops and directs the implementation of operational and/or programmatic work plans; monitors work quality and quantity; reviews and evaluates work products, methods and procedures; identifies opportunities for improving service delivery methods and procedures and develops plans for

ARCATA FIRE DISTRICT

HR Book / Job Description



		implementing organizational changes and delegates activities effectively; directs system improvements and changes.
3	L	Supervises District staff, including subordinate managers and supervisors; administers personnel policies in accordance with department policies, federal and state labor laws, and applicable employee represented group MOUs; directs staff recruitment and selection; allocates human resources; evaluates and develops employees through advising and coaching.
4	S	Oversees the administration of employee and labor relations matters; authorizes personnel actions, including employee discipline as required; develops and recommends District goals and objectives to the Board for bargaining purposes; represents the District in meet and confer activities.
5	S	Reviews and assesses organizational training needs; authorizes training programs; approves the attendance of District staff and volunteers at training programs and seminars; oversees the implementation of policies and procedures related to training activities.
6	S	Oversees the development and administration of the District's annual operating budget; monitors expenditures and implements budgetary adjustments as needed; conducts research on a variety of topics, conducts cost/benefit analyses, and determines future service needs; develops capital improvement plans and projects for Board approval; oversees purchasing activities in accordance with District policy.
7	L	Prepares and presents Board items and staff reports; conducts analytical research on a variety of administrative and operational matters; directs surveys and the development of statistical and narrative reports; prepares complex correspondence; oversees the development and maintenance of records, including confidential human resources records.
8	L	Manages and oversees District operational readiness activities, including periodic safety inspections of assigned vehicles, equipment, and/or facilities; approves required maintenance and repair with external vendors as required; approves specifications for the purchase of firefighting apparatus and equipment, emergency medical services and rescue equipment.
9	L	Researches, investigates, responds to, and resolves difficult and sensitive citizen inquiries and complaints as well as internal incidents; reviews incident reports, ensuring they contain accurate, complete and legitimate information.
10	L	Attends and participates in external meetings, conferences, workshops, and training sessions; researches and stays current on emerging trends and innovations in the field; schedules, conducts, and/or attends internal staff meetings.
11	L	Assigns special projects and assignments to subordinate staff.
12	L	Represents the District to regulatory officers, other fire agencies, businesses, community organizations/groups, the media, and the public; responds appropriately to inquiries and concerns; provides required information; prepares press releases, outreach materials, or other public information.
13	M	Directs and oversees fire prevention programs, including fire inspections and plan reviews; directs and oversees public education and public relations

ARCATA FIRE DISTRICT

HR Book / Job Description



		activities; speaks to businesses, schools, clubs, and a variety of citizen groups in order to promote public awareness and the interest in fire safety; conducts media interviews and press conferences; may serve as the District's designated fire marshal.
14	L	Directs and oversees District safety programs; reviews investigations of employee accidents and evaluates recommendations to improve safety procedures; directs and oversees District wellness and/or fitness programs.
15	L	Directs and oversees the development and/or implementation of new technologies; administers contracted information technology services.
16	H	May serve as duty officer on a periodic or rotating basis by responding to and managing all-staff fire, rescue, hazardous materials, emergency medical, and other incidents; applies the incident command system as well as accepted emergency management techniques; participates in all aspects of firefighting and medical assistance operations as necessary, including the operation of various fire apparatus, vehicles, and equipment; coordinates with external agencies as needed to request or authorize District participation in mutual aid activities; directs origin and cause investigations and reviews investigative reports; testifies in court as required.

CLASS REQUIREMENTS:

Any combination of training and experience that provides the required knowledge and abilities may be qualifying. A typical way to obtain the required qualifications is described below.

SKILL	REQUIREMENT
Formal Education / Knowledge	Bachelor's degree from an accredited four-year college or university with major coursework in fire service management, public administration, business administration, or a related field.
Experience	10 years of progressive experience in municipal fire service, including at least three years as a chief officer, including administration, suppression, training, prevention, and public relations. Knowledge and experience with California Fire District Laws, regulations, taxation, and funding methods.
Certifications and Other Requirements	<ul style="list-style-type: none"> • EMT-1 • CSFM Chief Fire Officer, or NFA Executive Fire Officer, or equivalent • ICS 300/400 • NIMS 700/800 • Valid insurable Class C Driver's license with firefighting endorsement • Hazmat First Responder Operations Level
Desirable Qualifications	<ul style="list-style-type: none"> • Experience with fire service volunteers or in a combination department • Significant experience with budget preparation, fiscal management and personnel regulations and management • Experience in the operation of a California Fire District



<p>Required Knowledge</p>	<p>Advanced principles and practices of fire department administration, including suppression, prevention, inspection, investigation, damage control, and emergency medical services, as well as applicable laws, codes, and ordinances; special district administrative policies and practices, including Board relations, budget development, fiscal administration, labor relations, and personnel administration; organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs; principles and practices of employee supervision, including work planning, assignment, delegation, review, and evaluation; common building construction techniques and practices related to fire safety; fire prevention building regulations related to fire sprinklers, alarm systems, elevators, and other related systems; techniques of driving varied emergency vehicles and operating a wide range of fire equipment and apparatus; fire ground hydraulics; hazardous materials response; confined space awareness; SIDS; blood borne pathogens; elder/child abuse; wildland firefighting; local geography and streets; safety practices related to fire service and emergency medical response work; basic computer operations and standard business applications; English usage, grammar, spelling, vocabulary, punctuation; advanced public relations and customer service techniques.</p>
<p>Specialized Abilities</p>	<p>Plan, organize, direct, staff, and control all operational and/or programmatic areas within a fire department; understand, interpret and enforce laws, regulations, policies, procedures, and requirements related to the fire service; plan and develop strategic and operational work plans; assign, supervise, review, and evaluate the work of subordinate personnel, including subordinate managers and supervisors; ensure that staff receive appropriate training to perform their assigned duties; develop and delegate collateral duties, projects, and programs to subordinate staff; administer personnel and labor relations matters; safely direct and participate in fire suppression, rescue, and salvage work; direct and participate in the provision of emergency medical care at a BLS level; safely direct and participate in the management of hazardous materials and other types of emergency incidents in accordance with established procedures; operate vehicles, equipment, and apparatus safely and in conformance with District procedures and traffic laws; learn the geography of the District and the location of fire suppression utilities.</p>
<p>Reading Ability</p>	<p>Ability to read various reports, professional publications, technical references, rules and regulations, codes and ordinances, legal documents, and general correspondence.</p>
<p>Math Ability</p>	<p>Perform general math calculations such as addition, subtraction, multiplication and division; calculate water flow problems.</p>

ARCATA FIRE DISTRICT

HR Book / Job Description



Communication Ability	Communicate effectively in English, both orally and in writing; write complex letters, reports, memos, research findings, operational procedures, and general correspondence.
Computer Ability	Operate a personal computer and utilize standard business software.
Supervisory / Organizational Control Ability	Supervise and manage subordinate employees, including subordinate managers and supervisors; assign work duties, plan training, realign work as needed, conduct performance evaluations, and authorize hiring/disciplinary actions and work objectives.
Managerial Ability	Direct and oversee strategic planning and logistical analyses; organize all agency operations for maximum effectiveness and efficiency; prioritize and direct all functions, services, and activities; determine staffing requirements and authorize hiring; allocate and control resources; establish broad organizational goals.
Complexity and Decision-Making Ability	Choose actions within very broad Board policies with significant latitude for determining methods, practices and procedures; apply substantial independent initiative and professional judgment to determine the proper course of action, often without the benefit of precedent.
Budgeting Responsibility	Oversee the preparation and administration of the district budget; review and approve expenditures of significant budgeted funds; research and prepare recommendations for budget expenditures.
Interpersonal / Human Relations Ability	Establish and maintain effective working relationships with those contacted in the course of work; interact frequently with the Board for strategic and authorization purposes; communicate frequently with subordinates within the organization as well as with external regulatory agents, other fire agencies, businesses, community organizations/groups, the media, and the public; work frequently with various state and federal agencies; communicate with vendors and suppliers to obtain information on purchases, supplies or products.

EXHIBIT B

LEAVE

VACATION - The EMPLOYEE shall be entitled to regularly scheduled days off each year as a result of vacation. Vacation must be used in 8 hour or greater increments. The EMPLOYEE shall not be considered to be on vacation leave if at the same time that such vacation leave is scheduled; the employee is on sick or injury leave.

The EMPLOYEE is entitled to vacation leave at the time of retirement or separation shall receive one (1) days' pay for each unused day of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors shall receive vacation pay on the same basis.

Vacation days shall be earned on January 1 of each year, based on the following schedule:

January of 2021:	18 days
January of 2026:	20 days
January of 2031:	22 days

Unused vacation shifts shall be considered a vested benefit and will be accumulated so as not to exceed 50 days. The EMPLOYEE may exercise the option to be paid cash for unused accumulated vacation days. The EMPLOYEE must request to be paid out for unused days before March 31 of each calendar year. The maximum number of days that an employee can request to be paid for each year is 20. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.

HOLIDAYS - Paid holidays for the EMPLOYEE are the recognized eleven days the DISTRICT office is closed: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day.

Any other day declared a National or State holiday and observed as a legal holiday as directed by the DISTRICT Board of Directors shall be taken as a paid holiday.

If one of the aforementioned holidays falls on a Saturday then the preceding Friday will be observed as the day the office is closed. If one of the aforementioned holidays falls on a Sunday, the following Monday will be observed as the day the office is closed.

SICK LEAVE - The EMPLOYEE shall accrue sick leave at a rate of eight (8) hours per month. The amount of sick leave that may be accumulated is unlimited. Sick

leave must be used in 8 hour or greater increments. Unused sick leave will be converted to years of service upon retirement from the DISTRICT.

BEREAVEMENT LEAVE – The EMPLOYEE may be absent from work for purposes of attending to family needs that arise in connection with the death of a member of the employee’s immediate family, which is defined as spouse, domestic partner (as defined by the State of California), mother, father, step-child, grandparent, sibling, sibling-in-law, spouse’s parents, spouse’s grandparents, domestic partner’s parents, and domestic partner’s grandparents. The EMPLOYEE shall be allowed a leave of absence with full pay not to exceed five days per occurrence; this leave will not be cumulative.

MANAGEMENT LEAVE - In addition to the other leaves granted herein, the EMPLOYEE shall be entitled to 96 hours of management leave per calendar year. Management leave that is not used during a calendar year shall not carry over to the next year and shall be removed without compensation. Management leave must be used in 8 hour or greater increments.

COMPENSATORY TIME OFF PAY (CTO) – The EMPLOYEE may earn CTO for covering for a Shift Battalion Chief after the EMPLOYEE’s normal working hours; and working as a Shift Battalion Chief after the EMPLOYEE’S normal working hours. The CTO shall be accrued at the rate of one hour for every hour worked. CTO may be accrued up to 48 hours. CTO hours in excess of 48 hours shall be cashed out at the EMPLOYEE’s hourly rate. CTO older than one year shall be cashed out in the first pay period in January.

INSURANCES

MEDICAL INSURANCE – The DISTRICT requires all employees to have a medical insurance plan. The DISTRICT shall make the following maximum contribution per month toward the monthly premium rate for the DISTRICT’s medical insurance plan, as defined herein. In the event the actual monthly premium is less than the maximum contribution set forth below, the DISTRICT’s contribution shall be the actual monthly premium amount and the EMPLOYEE shall not be required to make a contribution. Any premium cost in excess of the DISTRICT’s contribution shall be paid by the EMPLOYEE.

Employee only: \$747.27
Employee & 1 Dependent: \$1454.94
Employee & 2+ Dependents: \$1891.42

If the EMPLOYEE has alternative group medical insurance coverage, will not be required to participate in the DISTRICT’s medical insurance plan. The EMPLOYEE is required to provide verification of such alternative coverage to the DISTRICT during the open enrollment period and all subsequent years the EMPLOYEE chooses to Opt-Out. Employees wishing or required to Opt-Out are

eligible for reimbursement of medical expenses incurred as follows: Co-payments, deductible related medical expenses, healthcare expenses incurred as a result of not using preferred care providers. The EMPLOYEE shall pay for the services rendered. The DISTRICT shall reimburse the EMPLOYEE up to a total of \$3000 per family per year with receipt.

The EMPLOYEE may enroll themselves and eligible dependents in PERS Choice after they retire in good standing from the DISTRICT. The DISTRICT will contribute to CalPERS the minimum amount necessary to pay the cost of his enrollment, and the enrollment of any eligible dependents, in PERS Choice, up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The DISTRICT will, on a monthly basis, provide the EMPLOYEE, if he chooses to enroll in PERS Choice, with a check issued in the appropriate amount to pay for the difference between the DISTRICT's minimum contribution to PERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the EMPLOYEE and his dependents, if any, in PERS Choice.

DENTAL INSURANCE – The District shall pay 100% of the premium for dental coverage for the EMPLOYEE and qualified dependents.

When the EMPLOYEE retires, he may purchase dental insurance through the DISTRICT for him and his dependents. The retired EMPLOYEE pays 100% of the premium cost.

VISION INSURANCE – The DISTRICT is self-insured for employees and their dependents. The EMPLOYEE shall pay for the services rendered. The DISTRICT shall reimburse the employee up to a total of \$280 per person per year with receipt.

OTHER INSURANCE - Other insurance benefits provided by the DISTRICT at no cost to the EMPLOYEE

Life Insurance: Employee coverage: *\$50,000 & Spousal coverage: \$20,000*
Disability Insurance: *Employee only*
Air Ambulance Membership: *Family*
Employee Assistance Program

RETRIEMENT

The EMPLOYEE shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

- a) 3% at age 50, full (PERS 21362.2)
- b) Credit for unused sick leave (PERS 20965)

- c) 1959 Survivors Benefit 3rd Tier (PERS 21573)
- d) One year highest compensation (PERS 20042)
- e) 2% Post retirement adjustment (PERS 21329)
- f) Post retirement survivor allowance (PERS 21624/26/28)
- g) Post retirement survivor continuance (PERS 21635)
- h) Retired death benefit \$500.00 (PERS 21620)
- i) Death benefit continuance (PERS 21551)
- j) Prior service credit (PERS 20055)
- k) Value of EPMC Reported (Resolution 99-080)

Nine percent (9%) of the EMPLOYEE's retirement eligible compensation shall be paid by the District to PERS as an employee contribution for the EMPLOYEE.

At retirement, the EMPLOYEE shall be paid in full, at the EMPLOYEE's current hourly pay rate, for any unused vacation time or CTO earned.

OTHER FRINGE BENEFITS

VEHICLE – The EMPLOYEE is required to have a District emergency vehicle at all times to perform the duties of his position. The EMPLOYEE is expected to be on call and available at all times when acting as the Duty Officer; and available at all times for administrative duties, unless out of the area. The use of such vehicle shall be subject to any existing or future DISTRICT policy established with respect to such vehicle.

DEFERRED COMPENSATION - The District will provide up to \$200.00 match per pay period for the EMPLOYEE if he is participating in the program.

CELL PHONE – The DISTRICT will provide a monthly cell phone allowance to the EMPLOYEE for use of his cell phone to perform his official duties. The allowance will not be considered as part of the EMPLOYEE's salary. The allowance is intended to cover the majority of expected usage for an EMPLOYEE's personal cell phone and calling plan, recognizing that the EMPLOYEE retains the benefit of personal usage and having control over the equipment and plan selected.

The DISTRICT will provide a reimbursement of \$65 per month payable in advance with the first pay period of the fiscal year. There is no requirement for receipts or records to be provided; however, in the event that the employee discontinues use of the cell phone, the DISTRICT will be immediately notified and the reimbursement suspended.

MEALS – The EMPLOYEE will spend a significant amount of time attending meetings, which may be held during meal times. Examples of these meetings include but are not limited to: Fire Chief's Association, MCSD/USCG/HCSO, Rotary, and Humboldt Bay Fire Chief's. The DISTRICT recognizes the importance of attending these meetings in effort to build relationships and

share information with agencies that regularly work with the DISTRICT and rely on. The DISTRICT approves the use of funds to reimburse or pay for the EMPLOYEE's reasonable meal expenses incurred as a result of these meetings, at a cost of no more than the per diem rate. If the EMPLOYEE seeks reimbursement for meal expenses, he will be required to submit receipts to the DISTRICT office prior to reimbursement.

TRAINING – The DISTRICT agrees to budget and pay for professional training as needed or required for the EMPLOYEE in his position as Fire Chief, in the BOARD's sole discretion. The training, in addition to personal growth of the EMPLOYEE should be for the good of the DISTRICT. The parties should outline the EMPLOYEE's professional development plan at his annual performance evaluation.

CLOTHING ALLOWANCE – The EMPLOYEE as Fire Chief may be required to wear, while on duty, a full and distinctive uniform, including required patches and other attachments to the uniform. The DISTRICT shall supply the employee with all uniform requirements. The EMPLOYEE's clothing allowance shall be \$500 per year, and shall renew on July 1 of each year. Unused uniform allowance shall not carry over from prior years. The clothing allowance shall be used to purchase items as outlined in the District's Uniform Policy.

PROFESSIONAL DUES – The DISTRICT encourages the EMPLOYEE to participate in national, regional, state and local associations and organizations that allow for continued professional collaboration, development and advancement, and agrees to budget and pay for the professional dues and subscriptions of the EMPLOYEE necessary for his contribution and full participation in those associations and organizations, in the BOARD's discretion.

Exhibit "C"

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement"), is between Arcata Fire Protection District ("District") and Justin McDonald ("Employee") (collectively "Parties" or "Party" as may be appropriate.) District and Employee agree to the following terms and conditions.

1. **Applicable Law.** This Arbitration Agreement shall be governed by federal law pursuant to the Federal Arbitration Act ("FAA").
2. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of Employee's employment by District and survives after the termination of the Employee's employment. This Agreement does not create any express or implied contract of employment and nothing in this Agreement is intended to alter the at-will employment status of Employee.
3. **Arbitrable Claims.** To the fullest extent permitted by law, all disputes between Employee (including Employee's attorneys, successors, and assigns) and District (including District's current and former affiliates, shareholders, directors, officers, supervisors, managers, employees, agents, successors, attorneys, and assigns) relating in any manner whatsoever to the employment or termination of Employee, including, without limitation, all disputes arising under this Agreement and/or the Employment Agreement, ("Arbitrable Claims") shall be resolved by binding arbitration under the FAA before a single neutral arbitrator. All persons and entities specified in the preceding sentence (other than District and Employee) shall be considered third-party beneficiaries of the rights and obligations created by this Agreement and shall be included in the definitions of "District" and "Employee" as applicable. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation and includes without limitation the determination of the scope and applicability of this Agreement. This Agreement shall not prohibit Employee from filing administrative claims with the Workers' Compensation Appeals Board, the Employment Development Department, the California Division of Labor Standards Enforcement, the U.S. Department of Labor, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or a comparable federal, state or local agency, nor shall this Agreement prevent Employee from cooperating in the investigation of such charges or claims. Additionally, nothing in this Agreement shall preclude Employee and/or District from pursuing claims for provisional remedies, including temporary restraining orders and preliminary injunctions, pursuant to California Code of Civil Procedure Section 1281.8.
4. **Arbitration Procedure.** Arbitration of Arbitrable Claims shall be submitted and determined exclusively by binding arbitration at the request of either Party, in accordance with

the JAMS Employment Arbitration Rules & Procedures ("Rules") of the Judicial Arbitration Mediation Services ("JAMS"). A copy of the Rules is attached hereto as Exhibit "1" and may be accessed at <http://www.jamsadr.com/rules-employment-arbitration/>. A hardcopy of the Rules is also available for review in the District Office. The Rules may be amended by JAMS after the execution of this Agreement and the Parties agree to use the current version of the JAMS Rules at the time arbitration is commenced. The demand for arbitration must be in writing and made within the applicable statute of limitations period and sent to the opposing party(ies). Either Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. The decision of the arbitrator shall be in writing and shall include a statement of the essential conclusions and findings upon which the decision is based.

BOTH EMPLOYEE AND DISTRICT UNDERSTAND AND AGREE THAT BY USING ARBITRATION TO RESOLVE ANY ARBITRABLE CLAIMS, THEY ARE KNOWINGLY AND INTENTIONALLY GIVING UP ANY RIGHT THAT THEY MAY HAVE TO A COURT TRIAL BY JUDGE OR JURY TRIAL WITH REGARD TO THOSE CLAIMS.

The Parties agree that this waiver of any right they may otherwise have to a court trial by judge or jury trial applies to and waives any right to participate as a representative or member of any class of claimants.

The initiation, existence, and outcome of any arbitration, including without limitation any material filed with the Arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, any written decision, and any remedy imposed or damages awarded by the Arbitrator, shall remain confidential. This provision applies during the term of this Agreement and the Employment Agreement and survives after the termination of this Agreement and the Employment Agreement.

5. Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single JAMS arbitrator in accordance with the Rules. Within 30 days after written demand for arbitration, the Parties shall select a single neutral arbitrator by mutual agreement of the Parties or, if the Parties cannot mutually agree on an arbitrator, then in accordance with the then existing JAMS Rules. The Arbitrator shall have the power to control discovery and to make all other determinations that the parties' mutual agreement or the then existing JAMS Rules may permit. The Arbitrator shall have the power to grant all types of relief and remedies that are available in a civil action. The Arbitrator will issue a written decision with findings and conclusions. All costs unique to arbitration, including, without limitation, the Arbitrator's fees and administrative fees, shall be paid by District. Employee is not responsible for any expenses unique to arbitration. Otherwise, each Party shall bear its or his own fees and costs incurred in connection with the arbitration except that the Arbitrator may award such reasonable attorneys' fees and costs to a prevailing party under the provisions of any applicable law. The Arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Agreement is void or unenforceable. Arbitration shall be final and binding upon the Parties and

shall be the exclusive remedy for all Arbitrable Claims. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith.

6. Integration. This Agreement sets forth the Parties' mutual rights and obligations with respect to the resolution of Arbitrable Claims. It is intended to be the final, complete, and exclusive statement of the terms of the Parties' agreements regarding this subject. This Agreement supersedes all other prior and contemporaneous agreements and statements related to the resolution of Arbitrable Claims, whether written or oral, express or implied, on this subject, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of District, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7. Amendments; Waivers. This Agreement may not be amended except by an instrument in writing, signed by Employee and District. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. Severability. If a court or Arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

9. Jurisdiction and Venue. All arbitrations of Arbitrable Claims shall be heard in Humboldt County, California, and all court proceedings arising out of this Agreement shall be filed in Humboldt County, California.

EMPLOYEE ACKNOWLEDGES THAT HE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL IN REGARD TO THIS AGREEMENT, THAT HE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT HE HAS ENTERED INTO IT FREELY AND VOLUNTARILY AND BASED ON HIS OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.


"DISTRICT"

DATED: 6/14/16

BY: 
Linda Sundberg, President

"EMPLOYEE"

DATED: 6/14/16

BY: 
Justin McDonald

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

BETWEEN

ARCATA FIRE PROTECTION DISTRICT

AND FIRE CHIEF JUSTIN MCDONALD

This AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT BETWEEN ARCATA FIRE PROTECTION DISTRICT AND FIRE CHIEF JUSTIN MCDONALD (“Amendment”), is made and entered into as of _____, 2022, by and between the Arcata Fire Protection District (“DISTRICT”) and Justin G. McDonald (“EMPLOYEE”). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as “Party” or jointly as “Parties”.

RECITALS

WHEREAS, pursuant to the Employment Agreement between Arcata Fire Protection District and Fire Chief Justin McDonald effective June 21, 2016 (the “Contract”), the DISTRICT employs EMPLOYEE as Fire Chief for the DISTRICT;

WHEREAS, pursuant to this Amendment, the Parties desire to amend the Contract on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Term Extension. Pursuant to Section 2.02(B) of the Contract, the Parties hereby elect to mutually extend the term of the Contract by three years, which extended term shall commence on June 21, 2022, and expire on June 30, 2025.

2. Salary Adjustment. Commencing February 7, 2022, EMPLOYEE’s annualized base salary shall be increased to \$126,504, payable bi-weekly, at the same time and method as of DISTRICT employees are paid and subject to applicable withholding requirements and deductions of any such sums as may be agreed upon between EMPLOYEE and the DISTRICT.

3. Amendment to and Restatement of Exhibit B to the Contract. Commencing February 7, 2022, Exhibit B to the Contract shall be amended and restated as set forth in Exhibit B to this Amendment.

4. Counterparts. The Amendment may be executed in one or more counterparts for the convenience of the Parties. Each executed counterpart shall for all purposes be deemed an original, but all of which together shall constitute in the aggregate one and the same instrument. A copy shall have the same effect as an original.

5. No Further Modification; Conflict. Except as set forth in this Amendment, all of the terms and provisions of the Contract shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Contract, and the

terms, covenants and conditions of this Amendment, the terms, covenants and conditions of this Amendment shall govern and control.

In Witness Whereof, the Parties have executed this Amendment as of the date first written above.

**ARCATA FIRE PROTECTION DISTRICT,
a California public entity**

By: _____

Name: Randy Mendosa

Title: President of the Board of Directors

JUSTIN MCDONALD

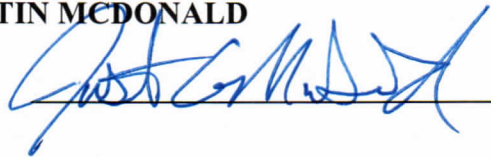
By:  _____

Exhibit List

Exhibit B – Amended and Restated Exhibit “B”

AMENDED AND RESTATED EXHIBIT “B”

LEAVE

VACATION - The EMPLOYEE shall be entitled to regularly scheduled time off each year as a result of vacation. Vacation must be used in 8 hour or greater increments. The EMPLOYEE shall not be considered to be on vacation leave if at the same time that such vacation leave is scheduled; the employee is on sick or injury leave.

The EMPLOYEE is entitled to vacation leave at the time of retirement or separation shall receive straight time for any unused hours of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors shall receive vacation pay on the same basis.

Vacation days shall be to be earned based on the following schedule January 1 of each year:

After 15 years:	144 hours
After 20 years:	160 hours
After 25 years:	176 hours

Unused vacation shifts shall be considered a vested benefit and will be accumulated so as not to exceed 400 hours. The EMPLOYEE may exercise the option to be paid cash for unused accumulated vacation days. The EMPLOYEE must request to be paid out for unused hours before March 31 of each calendar year. The maximum number of hours that an employee can request to be paid for each year is 160. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.

HOLIDAYS – Paid holidays for the EMPLOYEE are the recognized eleven days the office is closed: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day.

Any other day declared a National or State holiday and observed as a legal holiday as directed by the DISTRICT Board of Directors shall be taken as a paid holiday.

If one of the aforementioned holidays falls on a Saturday then the preceding Friday will be observed as the day the office is closed. If one of the aforementioned holidays falls on a Sunday, the following Monday will be observed as the day the office is closed.

SICK LEAVE – The EMPLOYEE shall receive sick leave at a rate of eight (8) hours a month. Sick leave accumulation is unlimited. Sick leave must be used in 8 hour or greater increments. Unused sick leave will be converted to years of service upon retirement from the DISTRICT

FAMILY SICK LEAVE - An employee may utilize up to half of their annually accrued sick leave to care for a sick family. The family member need not have a “disability” or “serious health condition” for this provision to apply it may include medical, dental and vision care

appointments of a family member. "Family member" includes a spouse, registered domestic partner, child, step-child, parent, step-parent, siblings or step-siblings, grandparent, grandchild, mother-in-law and father-in-law.

In order to receive family sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his supervisor prior to the start of the workday. Family sick leave hours must be used in 8 hour or greater increments and will be deducted from the accumulated sick leave bank.

All conditions and restrictions placed on an employee's use of sick leave also apply to sick leave used for an immediate family member.

BEREAVEMENT LEAVE – The EMPLOYEE may be absent from work by reason of the death of a member of the employee's immediate family. The EMPLOYEE shall be allowed a leave of absence with full pay not to exceed five days per occurrence; this leave will not be cumulative.

MANAGEMENT LEAVE - In addition to the other leaves granted herein, the EMPLOYEE shall be entitled to 96 hours of management leave per calendar year. Management leave that is not used during a calendar year shall not carry over to the next year and shall be removed without compensation. Management leave must be used in 8 hour or greater increments.

INSURANCES

MEDICAL INSURANCE – The DISTRICT requires all employees to have medical insurance. The DISTRICT shall pay 100% of the CALPERS Gold health insurance plan for the EMPLOYEE and his eligible dependents. The EMPLOYEE shall pay the difference between the Platinum and Gold plans if he elects to participate in the Platinum Plan.

If the EMPLOYEE has alternative medical insurance coverage, he will not be required to participate in the DISTRICT's medical insurance plan. The EMPLOYEE is required to provide verification of such alternative coverage to the DISTRICT during the open enrollment period and all subsequent years the EMPLOYEE chooses to Opt-Out. While participating in the Opt-Out option, the DISTRICT shall reimburse the EMPLOYEE up to a total of \$3000 in the aggregate for eligible dependents per year for medical expense reimbursement. With receipt, the following items are eligible for reimbursement: Co-payments, deductible related medical expenses, healthcare expenses incurred as a result of not using preferred care providers. The EMPLOYEE shall pay for the services rendered.

Upon retirement of the EMPLOYEE, the DISTRICT will provide the full cost of enrollment for the EMPLOYEE and eligible dependents in the DISTRICT's health insurance plan. To qualify the EMPLOYEE must meet the definition of an "annuitant" as defined by the Public Employees' Medical and Hospital Care Act ("PEMHCA"). Eligibility of dependents following the death of the retired EMPLOYEE will be determined pursuant to CalPERS' regulations and policies, including the PEMHCA. The DISTRICT will contribute to CalPERS the minimum amount necessary to pay the cost of their enrollment in the

DISTRICT provided health insurance. The contribution will be equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. Each month the DISTRICT will provide the retired EMPLOYEE a non-taxable reimbursement issued in the full amount, to pay for the difference between the District's minimum contribution to PERS (required under Section 22892(b)(1) of the PEMHCA) and the full cost of enrollment of the employee and their dependents, if any, enrolled in the DISTRICT provided health care plan.

DENTAL INSURANCE – The District shall pay 100% of the premium for dental coverage for the EMPLOYEE and qualified dependents.

When the EMPLOYEE retires, he may purchase dental insurance through the DISTRICT for him and his dependents. The retired EMPLOYEE pays 100% of the premium cost.

VISION INSURANCE – The DISTRICT is self-insured for employees and their dependents. The EMPLOYEE shall pay for the services rendered. The DISTRICT shall reimburse the employee up to a total of \$280 per person per year with receipt.

OTHER INSURANCE - Other insurance benefits provided by the DISTRICT at no cost to the EMPLOYEE

Life Insurance: Employee coverage: *\$50,000 & Spousal coverage: \$20,000*

Disability Insurance: *Employee only*

Air Ambulance Membership: *Family*

Employee Assistance Program

RETIREMENT

The EMPLOYEE shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

Provision Type	Provision Name	Government Code Section
SR Benefit Formula	3% @ 50 Local Safety Member	21362.2
Military/Relocation Credit	Military Service Credit as Public Service	21024
Military Relocation Credit	Military Service Credit for Retired Persons	21027
Death Benefits	Pre-Retirement Option 2W Death Benefit	21548
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5
Service Credit	Public Service Credit for Periods of Layoff	21022

Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance to Continue After Remarriage	21635
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551
Final Compensation Period	Final Compensation 1 Year	20042
Additional Service Credit	Additional Service Credit 2 Years- Local Member	20903
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance	21624/26/28
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329
Death Benefits	\$500 Retired Death Benefit	21620
Prior Service	Prior Service	20055
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080

At retirement, the EMPLOYEE shall be paid in full, at the EMPLOYEE's current hourly pay rate, for any unused vacation time.

OTHER FRINGE BENEFITS

VEHICLE – The EMPLOYEE is required to have a vehicle at all times to exercise the powers and to perform the duties of his position. The EMPLOYEE is expected to be on call and available at all times when acting as the Duty Officer; and available at all times for administrative duties, unless out of the area. The use of such vehicle shall be subject to any existing or future DISTRICT policy established with respect to such vehicle.

DEFERRED COMPENSATION - The District will provide up to \$200.00 match per pay period for the EMPLOYEE if he is participating in the program.

CELL PHONE – The DISTRICT will provide a monthly cell phone allowance to the EMPLOYEE for use his cell phone to perform his official duties. The allowance will not be considered as part of the EMPLOYEE's salary. The allowance is intended to cover the majority of expected usage for an EMPLOYEE's personal cell phone and calling plan, recognizing that the EMPLOYEE retains the benefit of personal usage and having control over the equipment and plan selected.

The DISTRICT will provide a reimbursement of \$65 per month payable in advance with the first pay period of the fiscal year. There is no requirement for receipts or records to be provided; however, in the event that the employee discontinues use of the cell phone, the DISTRICT will be immediately notified and the reimbursement suspended.

MEALS – The EMPLOYEE spends a significant amount of time attending meetings, these meetings may be held during meal times. Examples of these meetings include but are not limited to: Fire Chief’s Association, MCSD/USCG/HCSO, Rotary, and Humboldt Bay Fire Chief’s. The DISTRICT recognizes the importance of attending these meetings in effort to build relationships and share information with agencies that regularly work with the DISTRICT and rely on. The DISTRICT approves the use of funds to reimburse or pay for the EMPLOYEE’s reasonable meal expenses incurred as a result of these meetings.

TRAINING – The DISTRICT agrees to budget and pay for professional training as needed or required for the EMPLOYEE in his position as Fire Chief. The training, in addition to personal growth of the EMPLOYEE should be for the good of the DISTRICT. The parties should outline the EMPLOYEE’s professional development plan at his annual performance evaluation.

CLOTHING ALLOWANCE – The EMPLOYEE as Fire Chief may be required to wear, while on duty, a full and distinctive uniform, including required patches and other attachments to the uniform. The DISTRICT shall supply the employee with all uniform requirements. The EMPLOYEE’s clothing allowance shall be \$500 per year, and shall renew on July 1 of each year. Unused uniform allowance shall not carry over from prior years. The clothing allowance shall be used to purchase items as outlined in the District’s Uniform Policy.

PROFESSIONAL DUES – The DISTRICT agrees to budget and pay for the professional dues and subscriptions of the EMPLOYEE necessary for his contribution and full participation in those national, regional, state, and local associations and organizations. These memberships may be necessary or desirable for the EMPLOYEE’s continued professional participation, growth and advancement, and for the good of the DISTRICT, the same as other employees of the DISTRICT.



Resolution Number: 22-257

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS
ADOPTING A NEW MASTER SALARY SCHEDULE EFFECTIVE FEBRUARY 7, 2022**

WHEREAS, the Arcata Fire District Board must formally adopt the attached salary schedule as required by the California Public Employee Retirement System (PERS) in accordance with the requirements of CCR 570.5; and

WHEREAS, the Arcata Fire District Board on February 8, 2022, approved a 5% merit increase in the Fire Chief’s base salary; and

WHEREAS, the effective date of the new master salary will be retroactive to February 7, 2022, which is the first day of the eighth pay period in Calendar Year 2022.

NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors hereby adopts the new Master Salary Schedule with the above referenced changes and attached herein as **Exhibit A**.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes:

Nays:

Abstain:

Absent:

DATED: March 8, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

ARCATA FIRE DISTRICT

BASE SALARY SCHEDULE

Effective 02/07/2022

Range	Classification		Range					
FULL-TIME POSITIONS			Step 1	Step 2	Step 3	Step 4	Step 5	
I	Fire Chief ^{7,8,10,12}	FLSA Exempt	Annual	\$126,504.00				
			Monthly	\$10,542.00				
			Bi-weekly	\$4,865.54				
			Hourly	\$60.82				
H	Assistant Chief ^{2,3,8,10}	FLSA Exempt	Annual	\$99,852.00	\$104,844.00	\$110,088.00	\$115,596.00	\$121,380.00
			Monthly	\$8,321.00	\$8,737.00	\$9,174.00	\$9,633.00	\$10,115.00
			Bi-weekly	\$3,840.46	\$4,032.46	\$4,234.15	\$4,446.00	\$4,668.46
			Hourly	\$48.01	\$50.41	\$52.93	\$55.58	\$58.36
F	Captain ^{1,2,3,4,5,10}	72 / 96 shift (3744 Annual Hours)	Annual	\$74,041.90	\$77,744.00	\$81,631.20		
			Monthly	\$6,170.16	\$6,478.67	\$6,802.60		
			Bi-weekly	\$2,847.77	\$2,990.15	\$3,139.66		
			Hourly	\$19.78	\$20.76	\$21.80		
D	Engineer ^{1,2,3,5,9,10}	72 / 96 shift (3744 Annual Hours)	Annual	\$58,013.77	\$60,914.46	\$63,960.18		
			Monthly	\$4,834.48	\$5,076.20	\$5,330.02		
			Bi-weekly	\$2,231.30	\$2,342.86	\$2,460.01		
			Hourly	\$15.50	\$16.27	\$17.08		
E	Business Manager ^{10, 11}	40 hour/week (2080 Annual Hours)	Annual	\$70,140.00	\$73,644.00	\$77,328.00	\$81,192.00	\$85,248.00
			Monthly	\$5,845.00	\$6,137.00	\$6,444.00	\$6,766.00	\$7,104.00
			Bi-weekly	\$2,697.69	\$2,832.46	\$2,974.15	\$3,122.77	\$3,278.77
			Hourly	\$33.72	\$35.41	\$37.18	\$39.03	\$40.98
Range	Classification		Range					
PART-TIME POSITIONS			Step 1	Step 2	Step 3	Step 4	Step 5	
G	Fire Marshal ⁶		\$44.45	\$46.67	\$49.00	\$51.46	\$54.03	
B	Inspector		\$26.65	\$27.99	\$29.39	\$30.86	\$32.40	
A	Office Assistant		\$24.68	\$25.91	\$27.21	\$28.57	\$30.00	
FOOTNOTES								
<p>1 Position receives FLSA Pay (38 overtime hours per pay period)</p> <p>2 Position receive Uniform Allowance of \$62.50 per month</p> <p>3 Position earns and may receive Holiday Pay</p> <p>4 Position may receive Temporary Upgrade Pay when acting as a Duty Qualified Captain</p> <p>5 Position may receive \$400 Annual Physical Fitness Premium</p> <p>6 Position filled by a Retired Annuitant</p> <p>7 Position receives Uniform Allowance of \$41.66 per month</p> <p>8 Position receives \$65 Cell Phone Stipend per month</p> <p>9 Position may receive Temporary Upgrade Pay when acting as a Company Officer</p> <p>10 Position may receive Employer Paid Member Contribution (EPMC)</p> <p>11 Position receive Uniform Allowance of \$33.33 per month</p> <p>12 Position may receive merit pay increases, if granted, shall not exceed 5% in any fiscal year.</p> <p>Pay periods are bi-weekly and there are 26 pay periods in a year</p>								

Correspondence & Communications



MEMORANDUM

Date: March 2, 2022
To: David Loya, Director, City of Arcata Community Development Department
From: Justin McDonald, Fire Chief
RE: Fire District Response to the City of Arcata Notice of Preparation of an EIR for the Arcata General Plan 2045 and Gateway Area Plan

The Arcata Fire Protection District (District) received a February 2, 2022, Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) for the Arcata General Plan 2045 and the Gateway Area Plan. The NOP solicited suggestions on analyses and alternatives to be addressed in the EIR. This letter transmits to the City of Arcata recommendations from the Fire District regarding analyses in the EIR that are needed to comprehensively assess the necessary response force required for fire suppression, emergency medical services, and hazards associated with the Arcata General Plan 2045 and Gateway Area Plan.

The draft Gateway Area Plan anticipates an increase in 3500 residential units and unspecified increases in retail and business spaces over the next 20 years. Further, the Gateway Area Plan anticipates buildings of six-, seven-, and eight-stories, these buildings based on their height, would likely fall into the high-rise category. Additionally, the Gateway Area Plan anticipates substantial modification of existing roadways in the plan area.

The District concludes that the additional residential units and population anticipated in the Gateway Area Plan is likely to exceed the capacity of the District to ensure safe and effective response to fulfill our obligations. Moreover, the current capacities of the District do not include fire suppression in mid-rise and high-rise buildings. Issues that need addressing include water supply (sufficient water to put out a fire), traffic flows and patterns (space to quickly move fire & EMS vehicles into the Gateway Area), access to buildings, and equipment and staff with appropriate skills/training for high-rise fire suppression.

Analysis of these issues needs to be a component of the EIR, with the EIR providing a recommendation on appropriate staffing and equipment and analyzing the costs of any anticipated required increases. Since the EIR has the option of including analysis of alternatives, it would be beneficial to conduct the analysis, so it compares requirements with alternative height buildings.

Best practices would be to produce a Community Risk Assessment and Standard of Cover (CRA-SOC) report based on nationally recognized guidelines and criteria, for example National Fire Protection Association (NFPA) Standards and Insurance Services Office (ISO) schedules. These analyses and a Standard of Cover could be produced by several consultants that specialize in fire and EMS consulting. The

estimated cost of the study would be around \$60,000 and would likely take several months to complete.

To conclude, I can say without a doubt that a development of this magnitude will have a substantial impact on our already understaffed organization and likely to the north bay region's fire service. Based on the information currently available to the District, there is not enough information regarding the Gateway Area Plan to properly make recommendations on the mitigation of the direct and indirect impacts this project will have on my organization.

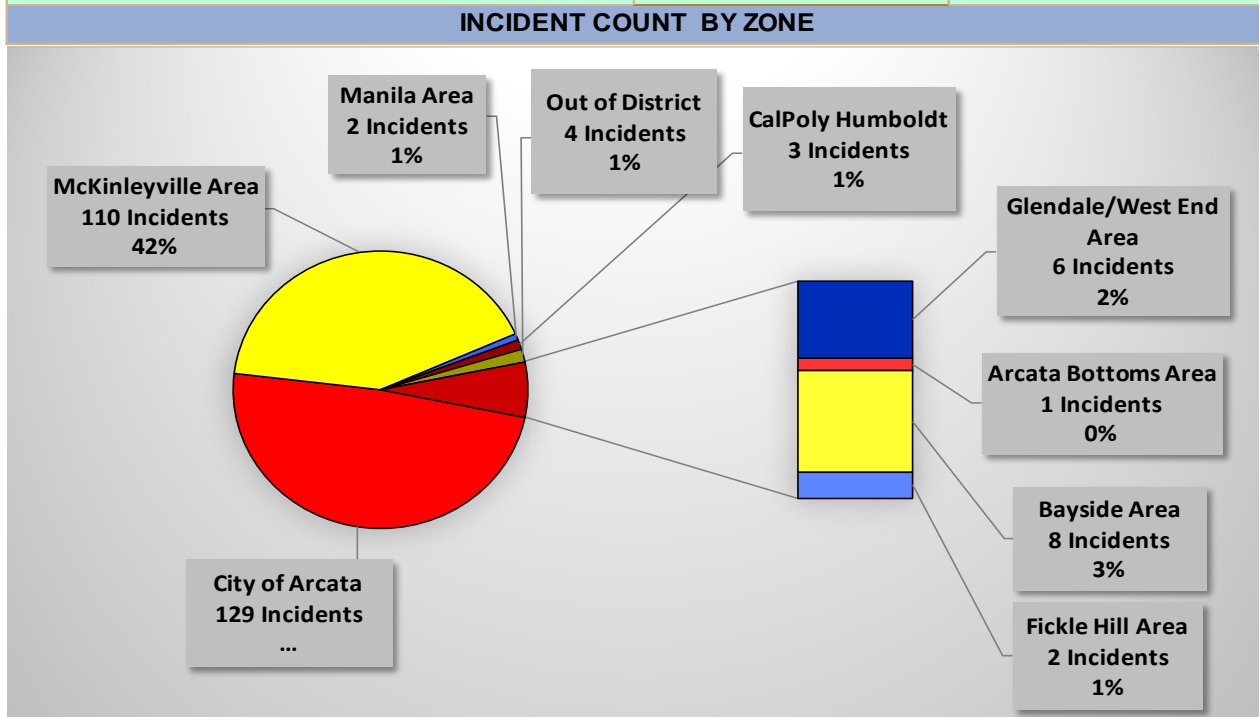
Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Fire Chief's Monthly Report

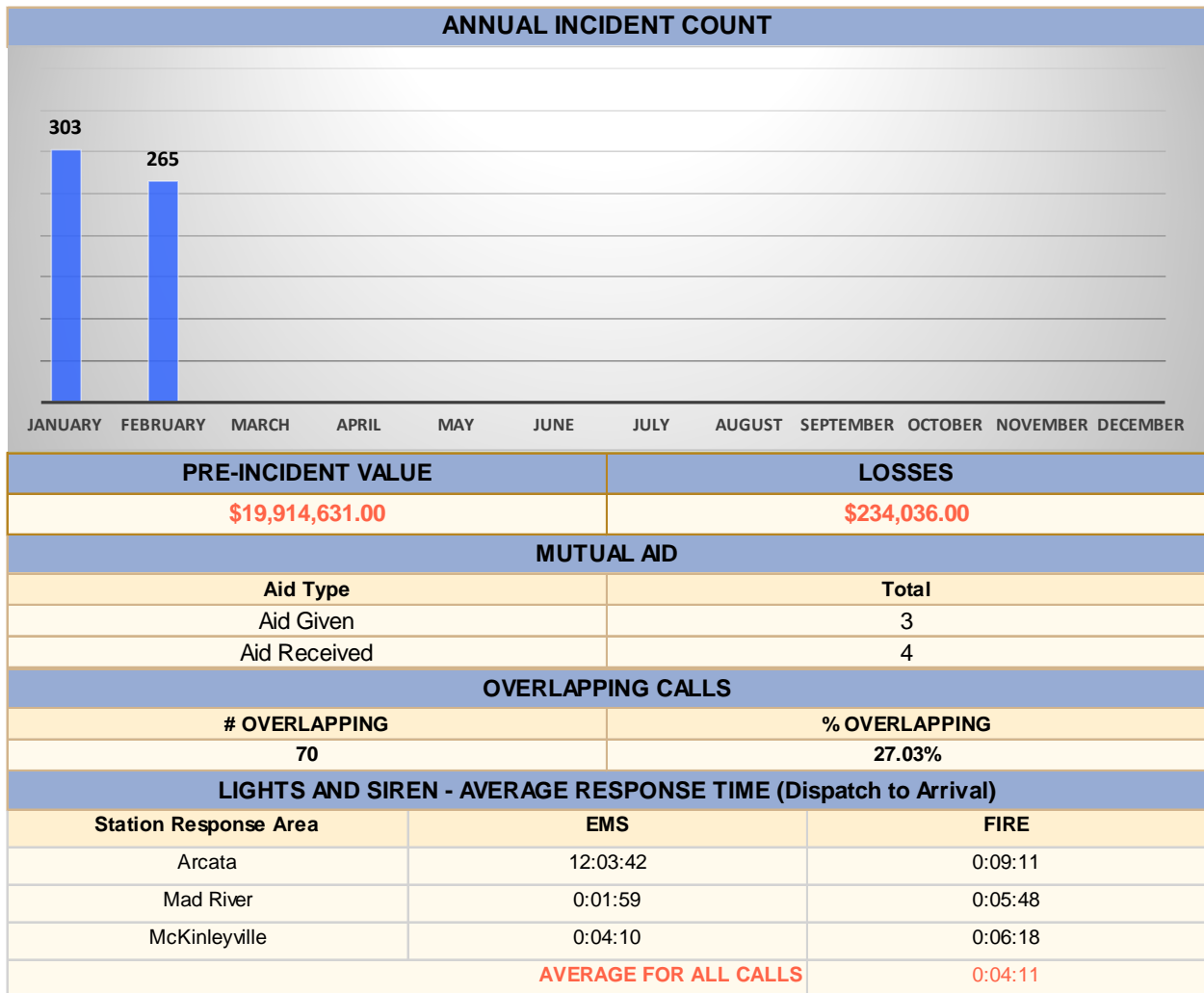
Monthly Incident Activity

Notable Incidents

- 02/05/22 Multi Family Residential Structure Fire – D Street, Arcata –. Fire was contained to a single apartment unit. Cause – Unintentional
- 02/11/22 Multi Family Residential Structure Fire – McKinleyville Avenue, McKinleyville – Fire started in a kitchen and involved two apartment units. Cause – Unintentional
- 02/11/22 Commercial Structure Fire – City Center Road, McKinleyville – Fire was contained to a freezer unit. Cause – Unintentional

MONTHLY INCIDENT COUNT		
Fires	20	7.55%
Overpressure rupture, explosion, overheating - no fire	0	0.00%
Rescue & Emergency Medical Service	137	51.70%
Hazardous Condition (No Fire)	6	2.26%
Service Call	33	12.45%
Good Intent Call	56	21.13%
False Alarm & False Call	7	2.64%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	6	2.26%
TOTAL	265	100.00%





Monthly Operations Report

February Overtime Hours - Suppression staff covered **1368** hours of mandatory OT to maintain minimum staffing levels. Out of the 28 days in the month, all three stations were staffed **13** of those days, and **7** days were at the minimum on-duty staffing (2 stations staffed with 2 on-duty).

Training Highlights – 778 hours of training that included, Recruit Academy #9, Driver Operator 1A, hose evolutions, EMS refresher.

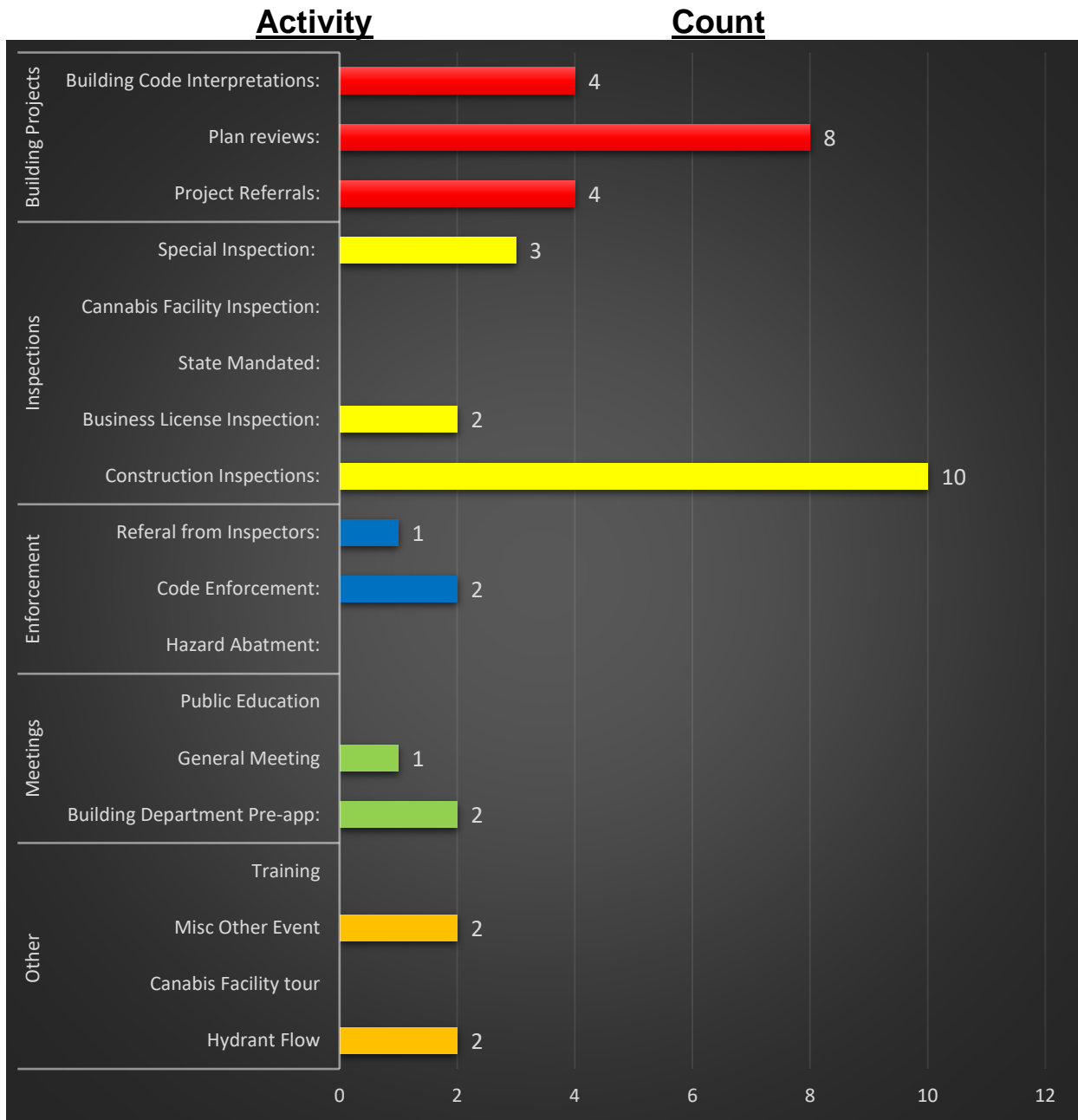
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Maintenance

- **E8211** – Out of service – Pending Pump Repair
- **E8215** – In service – Turbo replacement pending parts
- **E8216** – In service
- **E8217** – in service
- **E8239** – In service – Pending repairs: exhaust leak, PTO repair
- **R8274** – In service
- **WT8258** – In service

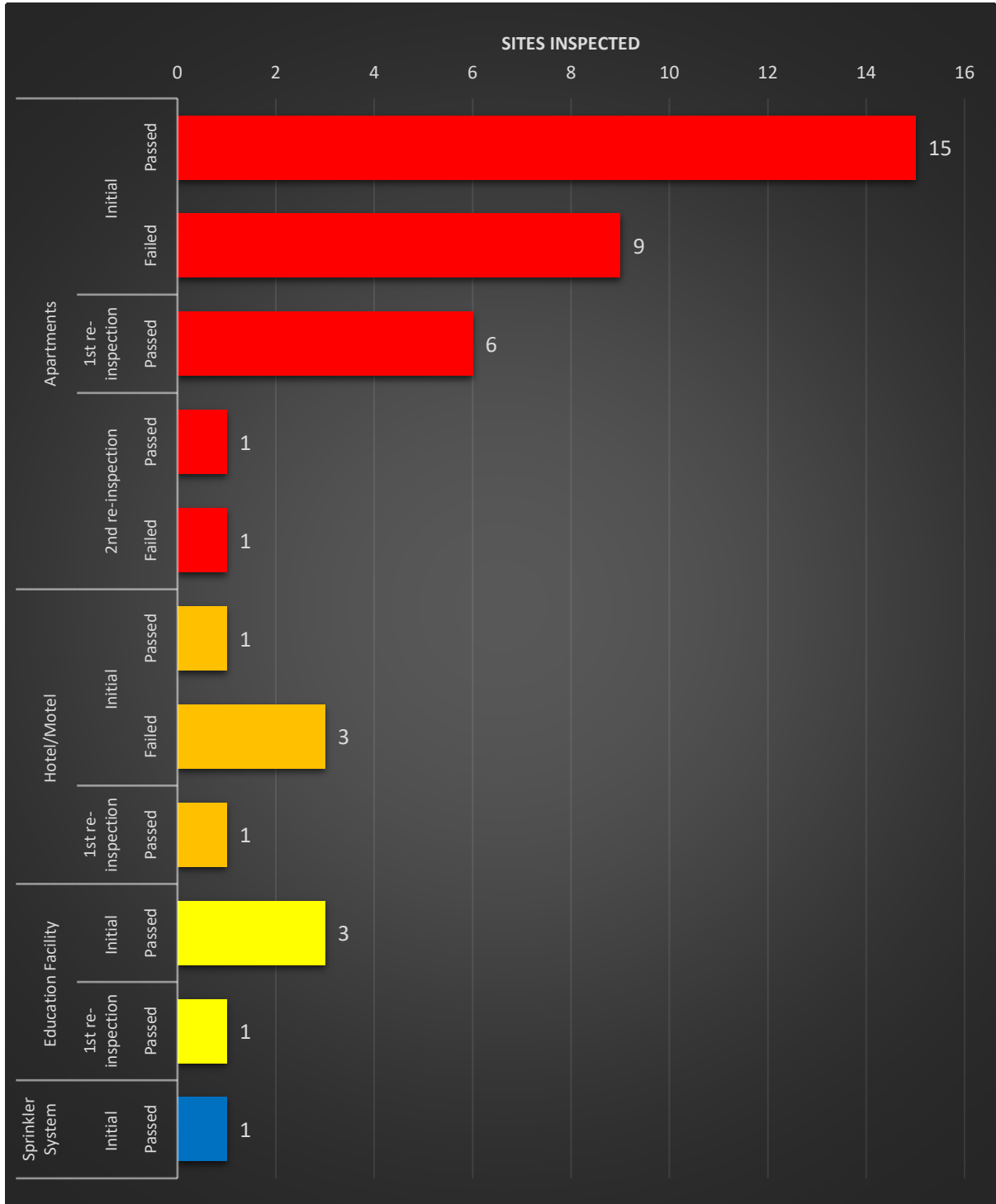
Fire Prevention Report

Fire Marshal Hours worked – 80 hours



Inspector Hours Worked – 66 hours

Activity Count



Monthly Administrative Report

Assistant Chief Recruitment – The process is underway and the tentative date for the interview is set for mid-March. At last report there were 5 candidates that have applied.

COVID-19 Prevention Policy (CVPP) and COVID Vaccination Policy – Draft policies have been received from LCW. Staff will be adjusting them to the District format and present the drafts at next month’s meeting.

Measure F Committee – We are still recruiting members to fill out the committee. Divisions 1, 3, & 4 still are open. Staff met with the two new members to answer questions and provide organizational information to them.

Revenue Recovery

	Last Month		All Year	
Insurance Claims				
Claims Submitted	7	\$2538.00	11	\$3718.00
Payments Received by FRUSA	3	\$1180.00	4	\$1576.00
Claims Denied	0	\$0.00	0	\$0.00
NON-BILLABLE - (INADAQUATE INFO PROVIDED BY FD)	0	\$0.00	0	\$0.00
Drafts	0	\$0.00	0	\$0.00
Non-Billable (Other)	0	-	0	-
In Progress	7	-	10	-

Inspection Fees Paid

Payments this month
\$3815.00 (25) Invoices

Payments this year
\$8600.00 (56) Invoices

Payments last year
\$41,689.25 (261) Invoices

Billing Status	Count	FD Amount
Open -30	14	\$1,841.00
Open -60	2	\$1,052.00
Open -90	2	\$278.00
Open -90+	1	\$139.00
Sent to collections	15	\$2,269.38
<i>Accounts Receivable</i>		\$5,579.38

District Business

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Receive LAFCo Presentation and Consider the Possibility of the Annexation of the Upper Jacoby Creek Community and Fickle Hill Area Into the Fire District

Background

At the January 11, 2022, Board Meeting, staff presented the concept of annexation of the Fickle Hill and upper Jacoby Creek goodwill response areas into the District. The Board gave staff direction to continue to explore this process. Tonight, staff has invited a representative from Local Area Formation Commission's (LAFCO) to discuss with the Board how the annexation process works.

Staff has compiled some rough estimates for tax revenue to the annexation areas.

	2006 Asmt	2020 Special Tax	Total
Upper Jacoby Creek	\$7,898.00	\$11,442.00	\$19,340
Fickle Hill	\$1,298.00	\$1,866.00	\$3,164
South Quarry Road	\$198.00	\$270.00	\$468
		Grand Total	\$22,972

The District would also be eligible for a portion of the County's property tax within the annexation area at a rate of 50% of the District's tax allocation factor for base, and 100% of the District's tax allocation factor for growth in property tax after annexation. This information would need to be supplied by County staff.

Staff also compiled the call statistics for those areas for the past 5 years.

	Goodwill areas	In District
Upper Jacoby Creek	7	73
Fickle Hill	3	46
South Quarry Road	0	0

Recommendation

Staff recommends the Board receive report from the LAFCo representative, discuss, take public comments, and direct the staff to proceed with the annexation process.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable

- Included in Budget:
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

Alternatives

1. Board discretion

Attachments

None

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Consider and Authorize a Request for Proposal for Audit Services

DISCUSSION:

The District is required by State law to provide an annual audit of its financial statements by a Certified Public Accountant, in accordance with generally accepted auditing standards. California Government Code section 53891 was amended and now requires the financial transactions of each local agency to be submitted to the State Controller's Office (SCO) *within seven months after the close of the fiscal year.*

In 2017, the District awarded JJACPA, Inc. a three-year contract with a two-year option to extend which concluded with the completion and approval of the District's Fiscal Year End 20/21 audit this past month. Therefore, it is once again necessary to repeat the RFP process for our required financial audit services.

Staff is recommending that the District use a three-year contract (with the option to extend) that outlines scope of work to be completed. By using a multi-year contract, the District will be able to forecast financial costs more accurately, and with a set scope of work, the District will be able to plan the next year's finances in a timely fashion. Staff is also requesting approval to issue the draft RFP (Attachment 1) for audit services immediately.

Staff is also seeking direction from the Board if they would like to two Board members to an audit committee in order to review incoming proposals with staff. The alternative to a committee would be to simply have Management Staff review the proposals and present a recommendation to the Board for a final decision.

RECOMMENDATION:

Staff recommends the Board consider the information provided, take public comment, discuss, and authorize a Request for Proposal (RFP) for a multi-year contract for audit services and appoint two Directors to an audit committee if they so choose.

FINANCIAL IMPACT:

- No Impact/Not Applicable
- Funding Source Confirmed:
- Other:

ALTERNATIVES:

The Board has the following alternatives:

1. Take no action
2. With direction, refer the topic back to staff for further consideration

ATTACHMENTS:

Attachment 1 – Draft Request for Proposal



**REQUEST FOR PROPOSAL
22-01**

AUDIT SERVICES FOR FISCAL YEARS ENDING
June 30, 2022
June 30, 2023
June 30, 2024

March 8, 2022

I. INTRODUCTION

The Board of Directors is interested in receiving proposals from qualified firms to provide accounting and auditing services to the Arcata Fire Protection District (District) for the fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024.

The closing date for submittal of a proposal is April 8, 2022, at 5:00 p.m.

II. BACKGROUND

The Arcata Fire Protection District annual operating budget is \$6,660,000 and the fiscal year is July 1 through June 30. The District's main source of revenue is property tax and a benefit assessment. The day-to-day bookkeeping and payroll functions are performed within the District using QuickBooks.

For more information regarding the District, visit the website at: www.arcatafire.org.

III. AUDIT TERM

The anticipated term of the initial agreement is for three years, with two subsequent annual renewals.

IV. SCOPE OF WORK

- a. Provide a scope of audit or audit plan to the District's Board of Directors for their review and approval, at least thirty (30) days before the audit work is scheduled to begin.
- b. Compile, from information provided by Humboldt County and the District, the financial statements, notes to financial statements, and supplementary information to be included in the District's Annual Financial Report.
- c. Prepare for the California State Controller's Report, District's Statement of Assets, Liabilities, and Fund Balance. This needs to be submitted to the State Controller's Office to meet the filing deadline as required by the State of California. **Quote separately.**
- d. Prepare all work papers necessary to summarize and consolidate information to be included in the Annual Audit.
- e. Review existing accounting practices to ensure compliance with the Generally Accepted Accounting Practices (GAAP) and the California State Uniform System for accounting procedures, and to all applicable laws.
- f. Provide, as required, assistance to the District concerning all phases of Governmental Fund Accounting and bookkeeping practices.
- g. Prepare financial statements at the close of each fiscal year to the state, as may be required by applicable special district laws and regulations.

- h. Make recommendations to the Board concerning the most advantageous method of financing all capital acquisitions, if requested.
- i. Analyze the financial position of the District when requested by the Board.
- j. Be responsible for producing all exhibits and the subsequent proofing. After final proofing, the Annual Audit will be electronically submitted to the District.
- k. The 2022 audit must be completed, and report issued prior to the regular October Board Meeting. The auditor may be required to attend the meeting to present the report to the Board.
- l. Provide day-to-day accounting assistance to the District staff, when required, concerning questions which may arise as to the proper accounting treatment of transactions.
- m. Any other accounting and/or auditing service above and beyond the normal scope of this service and not defined above, which may be requested by the Board of Directors, may be negotiated.

V. PROPOSAL FORMAT

- a. General Information
 - i. Provide the name and address of firm, date established, and a brief description of the firm's history.
 - ii. Briefly describe the experience and professional achievements of the person or persons in your firm who would be assigned to work on this account.
 - iii. Describe the current software used by your firm and its compatibility with the District Accounting Program QuickBooks Premier Edition 2020.
- b. Experience
 - i. Briefly describe the Governmental Fund Accounting experience relating to other special districts similar to the District.
 - ii. Describe any other governmental accounting experience.
 - iii. Identify and provide names and phones numbers of at least three public agencies, and an official of each public agency, who may be contacted for references.
- c. Other Information
 - i. Include any additional information about your firm that you feel would aid the District in evaluating your competence, capabilities, and resources. Please keep comments brief and to the point.
- d. Compensation
 - i. State the all-inclusive price and estimated total hours as outlined in Scope of Work.

- ii. Staff travel, clerical, and printing expenses must be included in the costs requested above.

VI. EVALUATION OF PROPOSALS

Staff will review each proposal to ascertain the top three firms. These firms may be invited to an oral interview for the final selection. Final selection will be based on the firm's response as outlined in the "Proposal Format" section of the RFP, the oral interviews, and total compensation for services rendered.

The top three firms will be identified for the Board of Directors; the District reserves the right to award the contract to the firm that, in the opinion of the District, is best qualified to provide the required audit services.

The District reserves the right to reject any or all proposals, either in their entirety or in part, and to retain all proposals, whether solicited or rejected.

The District reserves the right to negotiate minor deviations to the proposal with the successful firm.

VII. DEADLINE

Submit five copies of your proposal no later than 5:00 p.m. on April 8, 2022, to Arcata Fire Protection District, C/O Becky Schuette, 2149 Central Ave, McKinleyville CA 95519. Late proposals will not be considered. Proposals will be submitted in a sealed envelope, clearly marked AFPD – RFP 22-01 Audit Services.

VIII. SUBMITTING PROPOSALS

Proposals will be accepted at the Administrative Office, 2149 Central Avenue, McKinleyville CA 95519, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except legal holidays), until the date and time specified under "Deadline". All proposals must be signed and dated by the submitter.

IX. INQUIRIES

Prospective auditing firms requiring additional information or clarification relative to this RFP are requested to submit their questions in writing via email to bschuette@arcatafire.org. Responses will be made to all inquiries during the Comment Period, which will run from March 9 to April 4, 2022. Interested parties should refrain from making personal contact with District officials or any other persons associated with this RFP and attempts to make inappropriate contacts may be grounds for disqualification from the selection process. If any inquiry submitted to the email address above raises an item of interest to all bidders, or the need for an important clarification related to the RFP process, the inquiry and

response may be disseminated to all potential bidders by email. All inquiries and responses will remain anonymous.

X. CONFLICT OF INTEREST

Bidder warrants and covenants that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the District.

DRAFT

Date: March 8, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Consider Approval of the Fiscal Year 2021/22 Mid-Year Amended Budget

DISCUSSION:

The mid-year budget update provides an opportunity for staff to evaluate fiscal year-to-date budget vs. actual performance and to update fiscal year projections based on information not previously available. The attached draft of the 2021/22 Mid-Year Amended Budget, if approved, would modify the District's FY2021/22 Budget that was adopted by the Board of Directors in September 2021. Unfortunately, the District has requested and not yet received any financial reports from the County Auditor's office. Because of this, the revenue side of budget has not been updated.

What follows is a summary of the proposed budgetary adjustments at mid-year. The result, after making the adjustments, was a surplus of **\$810,000**. It is recommended that this amount be left unallocated and would be rolled over to the general fund.

REVENUE ADJUSTMENT

No adjustments are currently proposed to the revenues due to the lack of information from the County Auditor's office.

EXPENDITURE ADJUSTMENTS

- 5010 Salaries and Wages (Increase by \$86,000)
 - 5010.1 Full Time – This account was adjusted to cover wage adjustments from contract negotiations. The account should be increased by \$76,000.
 - 5010.8 CalFire/OES Pay – This account starts the fiscal year with a \$0 budget and will adjust mid-year to account for the actual amount of payroll to cover strike team assignments. This amount is fully funded by the revenue from 800950 Firefighting Reimbursements.
- 5020 Retirement (Increase by \$34,000)
 - This account was adjusted to account for departing employee settlement pay, wage adjustments and to cover the increase in Medicare costs.
- 5030 Group Insurance (Increase by \$26,000)
 - Update account to projected based on midyear expenses.
- 5035 Workers Compensation (Reduce by \$28,600)
 - This account was updated based on actuals.
- 5090 Household Expenses (Increase by \$700)
 - This account was updated based on actuals.

- 5100 Liability (Reduce by \$780)
 - This account was updated based on actuals.
- 5120 Equipment Maintenance (Increased by \$20,000)
 - 5120.1 Fire Apparatus - increase to cover the cost of deferred maintenance issues.
 - 5120.7 SCBA – increase to cover the purchase of a 5-year maintenance contract for fit test machine
- 5130 Structure Maintenance (Increased by \$1,200)
 - Unanticipated repairs to the MR Station.
- 5180 Professional Services (Increase by \$25,900)
 - 5180.1 Legal Services - increase to cover on-going contract negotiations.
 - 5180.4 Background Checks - increase for pending hiring process.
 - 5180.5 Audit Services - reduce account based on actuals.
 - 5180.8 IT Services - increase to projected based on midyear expenses.
 - 5180.9 Webpage Hosting - increase to account for the “Engage” feature.
 - 5180.10 RMS Annual Fee - increase account based on actuals.
 - 5180.11 Scheduling Program - increase account based on actuals.
 - 5180.18 Google - increase to cover the final payment made for services.
- 5190 Publications & Legal Notices (Increased by \$1,000)
 - Increase to projected based on midyear expenses.
- 5230 Special District Expense (Increase by \$680)
 - Unanticipated training class refund.
- 5250 Transportation & Travel (Increase by \$40,000)
 - Unanticipated increase to fuel costs.

OTHER EXPENDITURES

- Add the Interest Payment to Sterling National for the UAL refinance (\$39,078).
- Reduce the UAL Payment by \$68,452 per the actuals.

RECOMMENDATION:

Staff recommends the Board, review the mid-year adjustments, take public comment, discuss, and approve the Draft FY 2021/22 Mid-Year Amended Budget.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:

ALTERNATIVES:

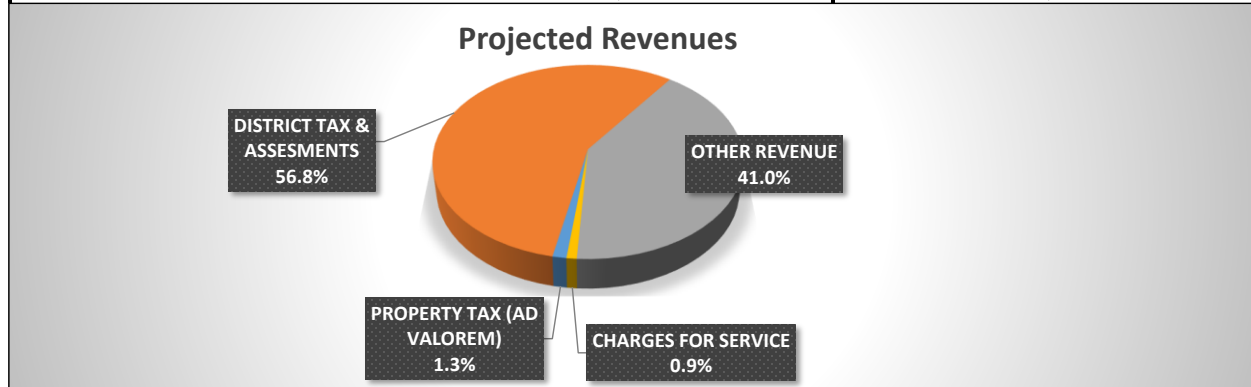
1. Board discretion

ATTACHMENTS:

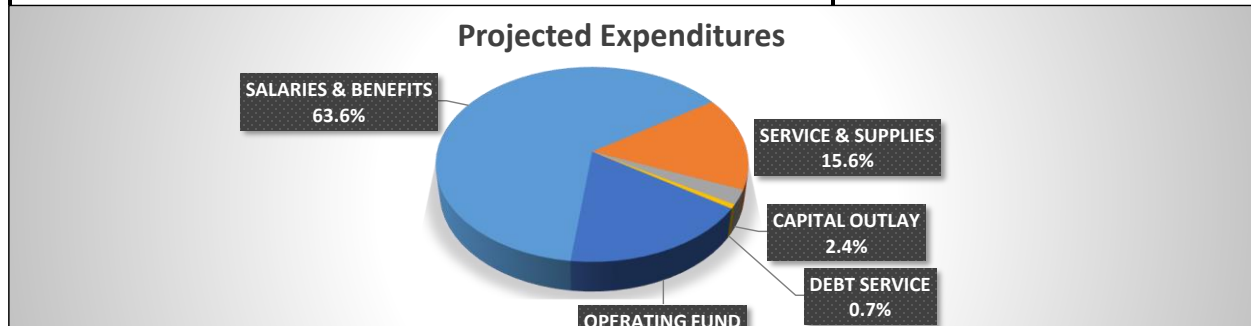
Attachment 1- Draft FY 2021/22 Mid-Year Amended Budget.

FISCAL YEAR 2021/22 Mid-Year Budget Projections

	Current Approved	Draft Mid-Year
REVENUES	\$6,645,000	\$6,660,000
PROPERTY TAX (AD VALOREM)	\$85,000	\$85,000
DISTRICT TAX & ASSESSMENTS	\$3,781,000	\$3,781,000
OTHER REVENUE	\$2,717,000	\$2,732,000
CHARGES FOR SERVICE	\$62,000	\$62,000



EXPENDITURES	\$5,664,000	\$5,849,626
SALARIES & BENEFITS	\$3,597,000	\$3,723,000
SERVICE & SUPPLIES	\$824,000	\$913,000
CAPITAL OUTLAY	\$143,000	\$143,000
DEBT SERVICE	\$0	\$39,078
OPERATING FUND TRANSFER	\$1,100,000	\$1,031,548
Surplus (Deficit)	\$981,000	\$810,000



Revenue Sources	General Operating Fund	2006 Benefit Assessment ⁽¹⁾	2020 Special Tax ⁽²⁾	Inspection Program ⁽³⁾	Grants	Striketeam Reimburse	TOTAL
County Tax Revenue	\$6,226,000	-	-	-	-	-	\$6,226,000
District Assessment & Tax	-	\$1,463,000	\$2,318,000	-	-	-	\$3,781,000
Use of Money	\$42,000	-	-	-	-	-	\$42,000
Intergovernmental	\$72,000	-	-	-	\$0	\$0	\$72,000
Charges for Service	\$5,000	-	-	\$57,000	-	-	\$62,000
Other Revenue	\$243,000	-	-	-	-	-	\$243,000
Total Revenue	\$6,588,000	\$1,463,000	\$2,318,000	\$57,000	\$0	\$0	\$10,426,000
Expenditures and Appropriations							
Personnel	\$1,601,000	\$981,000	\$1,095,000	\$46,000	-	\$0	\$3,723,000
Services & Supplies	\$331,000	\$301,000	\$272,000	\$9,000	-	\$0	\$913,000
Debt Service	\$13,078	\$13,000	\$13,000	-	-	-	\$39,078
Capital Expense	\$143,000	-	-	-	-	-	\$143,000
Operating Fund Transfers Out	\$344,000	\$344,000	\$344,000	-	-	-	\$1,032,000
Total Expenditures	\$2,432,078	\$1,639,000	\$1,724,000	\$55,000	\$0	\$0	\$5,850,078
Fund Balance	\$4,155,922	(\$176,000)	\$594,000	\$2,000	\$0	\$0	
Revenue to/from County Treasury Account							\$4,576,000
Operating Fund Balance needed on July 1, 2021							\$2,925,039
Fund Balances - Beginning							\$2,941,178
Fund Balances - Ending							\$7,517,178
<i>Footnote #1 - The Benefit Assessment funds 3 Fire Captains, 3 Engineers, 1/3 of the operations</i>							
<i>Footnote #2 - The 2020 Special Tax funds 1 Chief officer, 3 Fire Captains, 3 Engineers, 1/3 of the operations</i>							
<i>Footnote #3 - Revenue generated by the Inspection Program funds the Inspector position, 1/4 of Fire Marshal and 1/4 Office Assistant positions</i>							
Budgeted Position Allocation	Admin	Suppression	Prevention	Logistics	TOTAL		
Full Time Positions	4	18	-	-	22		
Part-time Positions	0.75	-	2.25	-	3		
Volunteer Positions	-	2	-	10	10		

	Approved FY 21/22	Draft Mid- Year	Difference
REVENUE			
TAX REVENUE	\$ 6,226,000	\$6,226,000	\$0
101117 · PROPERTY TAX-CURRENT-SECURED	\$ 2,316,000	\$ 2,316,000	
102500 · PROPERTY TAX-CURRENT-UNSECURED	\$ 85,000	\$ 85,000	
105110 · PROPERTY TAX-PRIOR YEARS-SECURED	\$ 25,000	\$ 25,000	
103500 · PROPERTY TAX-PRIOR YEARS-UNSECURED	\$ 1,000	\$ 1,000	
800040 · SUPPLEMENTAL TAXES- CURRENT	\$ 12,000	\$ 12,000	
105900 · SUPPLEMENTAL TAXES-PRIOR YEAR	\$ 5,000	\$ 5,000	
113100 · STATE TIMBER TAX	\$ 530	\$ 530	
800050 · PROPERTY ASSESSMENTS	\$ 3,781,000	\$ 3,781,000	
2006 Benefit Assessment	\$ 1,463,000	\$ 1,463,000	
2020 Special Tax	\$ 2,318,000	\$ 2,318,000	
USE OF MONEY & PROPERTY	\$ 42,000	\$ 42,000	\$0
800190 · INTEREST INCOME	\$ 42,000	\$ 42,000	
INTERGOVERNMENTAL	\$ 72,000	\$ 71,000	-\$1,000
525110 · HOMEOWNERS PROP. TAX RELIEF	\$ 25,000	\$ 25,000	
800580 · FEDERAL AID IN-LIEU TAX	\$ -	\$ -	
800600 · OTHER GOVERNMENT AGENCIES	\$ 47,000	\$ 46,000	
800944 · GRANT REVENUE	\$ -	\$ -	
800950 · FIREFIGHTING REIMBURSEMENTS	\$ -	\$ -	
CHARGES FOR SERVICES	\$ 62,000	\$ 62,000	\$0
800155 · PREVENTION FEES	\$ 12,000	\$ 12,000	
800156 · R1/R2 INSPECTION FEES	\$ 45,000	\$ 45,000	
800946 · INCIDENT REVENUE RECOVERY FEES	\$ 5,000	\$ 5,000	
MISCELLANEOUS REVENUES	\$ 700	\$ 16,029	\$15,329
800920 · SALE OF FIXED ASSETS	\$ -	\$ -	
800940 · OTHER REVENUE	\$ -	\$ 15,329	
800941 · REFUNDS	\$ 500	\$ 500	
800942 · INCIDENT REPORTS	\$ 200	\$ 200	
OTHER FINANCING SOURCES	\$ 242,497	\$ 242,497	\$0
Transfer-In From Reserve Fund	\$ 242,497	\$ 242,497	
TOTAL OPERATING REVENUE	\$ 6,645,000	\$6,660,000	\$15,000

	Approved FY 21/22	Draft Mid-Year	Difference
EXPENSES			
SALARIES & EMPLOYEE BENEFITS			
5010 · SALARIES AND WAGES	\$2,108,000	\$2,194,000	\$86,000
5010.1 · Full-Time	\$1,569,000	\$1,645,000	
5010.2 · CTO Payout	\$314,000	\$314,000	
5010.3 · Settlement Pay/Vacation	\$30,000	\$30,000	
5010.4 · Holiday Pay	\$50,000	\$50,000	
5010.5 · Deferred Compensation	\$57,000	\$57,000	
5010.6 · Part-Time (Hourly)	\$88,000	\$88,000	
5010.8 · CalFire/OES Pay	\$0	\$10,329	
5020 · RETIREMENT	\$393,300	\$436,300	\$43,000
5020.1 · CalPERS Retirement	\$367,000	\$406,000	
5020.3 · Social Security	\$5,000	\$5,000	
5020.4 · Medicare	\$21,000	\$25,000	
5020.5 · CalPERS Section 218 Admin Fee	\$300	\$300	
5030-GROUP INSURANCE	\$984,900	\$1,010,900	\$26,000
5030.1 · Health Insurance (Employees)	\$642,000	\$653,000	
5030.2 · Health Insurance (Retirees)	\$286,000	\$301,000	
5030.3 · Retiree Health Admin Fees	\$4,000	\$4,000	
5030.4 · Dental & Life Insurance	\$38,000	\$38,000	
5030.5 · Air Ambulance Insurance	\$3,000	\$3,000	
5030.6 · Vision	\$4,900	\$4,900	
5030.7 · Long Term Disability Insurance	\$7,000	\$7,000	
5033 · UNEMPLOYMENT INSURANCE	\$5,000	\$5,000	\$0
5033.1 · Unemployment (Self Funded)	\$5,000	\$5,000	
5035 · WORKER'S COMPENSATION	\$105,400	\$76,800.00	-\$28,600
5035.1 · PRIMARY	\$84,000	\$38,000	
5035.2 · EXCESS		\$26,000	
5035.3 · ADMIN FEE	\$21,000	\$12,800	
TOTAL SALARIES & EMPLOYEE BENEFITS	\$3,597,000	\$3,723,000	\$126,000
SERVICE & SUPPLIES			
5050 · CLOTHING & PERSONAL SUPPLIES	\$41,000	\$41,000	\$0
5050.1 · Uniforms	\$20,000	\$20,000	
5050.2 · Station Boots	\$2,000	\$2,000	
5050.3 · PPE - Structure	\$12,000	\$12,000	
5050.4 · PPE - Wildland	\$5,000	\$5,000	
5050.5 · PPE - VLU Team	\$1,000	\$1,000	
5050.6 · Shields & Badges	\$1,000	\$1,000	

FY 2021-22 Expenses

Draft Mid-year FY 21-22 Budget

5060 · COMMUNICATIONS	\$43,200	\$43,200	\$0
5060.1 · Phones - Landline & Cellular	\$24,600	\$24,600	
5060.2 · Alarm Monitoring	\$3,000	\$3,000	
5060.3 · Communication - Miscellaneous	\$500	\$500	
5060.4 · HCFA Radio System Annual Fee	\$1,600	\$1,600	
5060.5 · Cable TV/Internet	\$13,500	\$13,500	
5060.6 · Fire Dispatch Fees	\$0	\$0	
5080 · FOOD	\$2,750	\$2,750	\$0
5080.1 · Food/Rehab Supplies	\$2,000	\$2,000	
5080.2 · Drinking Water	\$750	\$750	
5090 · HOUSEHOLD EXPENSE	\$13,800	\$14,500	\$700
5090.1 · Station Supplies	\$4,100	\$4,100	
5090.2 · Garbage Service	\$4,700	\$5,400	Dumpster
5090.3 · Station Furniture	\$5,000	\$5,000	
5100 · LIABILITY INSURANCE	\$36,000	\$35,220	-\$780
5100.1 · Liability Insurance	\$36,000	\$35,220	
5120 · MAINTENANCE-EQUIPMENT	\$98,400	\$118,400	\$20,000
5120.1 · Fire Apparatus	\$65,000	\$80,000	Deferred Maint
5120.2 · Officers Vehicles	\$10,000	\$10,000	
5120.3 · Hose & Ladder Testing	\$6,800	\$6,800	
5120.4 · Hose Repair	\$500	\$500	
5120.7 · SCBA	\$1,000	\$6,000	5 year maintenance contract for fit tester
5120.8 · Hydraulic Rescue Tool Service	\$3,800	\$3,800	
5120.9 · Power Tools Maintenance	\$1,000	\$1,000	
5120.10 · AED/LUCAS Annual Maintenance	\$8,100	\$8,100	
5120.11 · Fire Extinguisher Maintenance	\$1,200	\$1,200	
5120.12 · Equipment Maintenance - Misc	\$500	\$500	
5120.13 · Small Instrument Repair & Testing	\$500	\$500	
5121 · MAINTENANCE-ELECTRONICS	\$5,500	\$5,500	\$0
5121.1 · Computers	\$1,000	\$1,000	
5121.2 · Radios, Pagers, & FireCom	\$3,000	\$3,000	
5121.3 · Batteries	\$1,500	\$1,500	
5130 · MAINTENANCE-STRUCTURE	\$13,700	\$14,900	\$1,200
5130.1 · General Structure Maintenance	\$6,700	\$7,900	MR Rear door
5130.2 · Grounds Maintenance	\$2,000	\$2,000	
5130.3 · Emergency Power Maintenance	\$2,000	\$2,000	
5130.4 · Pest	\$3,000	\$3,000	
5140 · MEDICAL SUPPLIES	\$8,500	\$8,500	\$0
5140.1 · EMS Supplies	\$6,000	\$6,000	
5140.2 · AED & LUCAS Supplies	\$500	\$500	
5140.3 · COVID-19 Supplies	\$2,000	\$2,000	
5150 · MEMBERSHIPS	\$2,000	\$2,000	\$0
5150.6 · Dues	\$2,000	\$2,000	

FY 2021-22 Expenses

Draft Mid-year FY 21-22 Budget

5160 · MISCELLANEOUS EXPENSE	\$1,000	\$1,000	
5160.1 · Uncategorized Miscellaneous Expense	\$1,000	\$1,000	
5170 · OFFICE EXPENSE	\$6,600	\$6,600	\$0
5170.1 · Office Supplies	\$5,000	\$5,000	
5170.2 · Postage	\$1,000	\$1,000	
5170.3 · Software	\$500	\$500	
5170.4 · Subscriptions Periodicals	\$100	\$100	
5180 · PROFESSIONAL & SPECIAL SERVICES	\$172,550	\$198,450	\$25,900
5180.1 · Legal Services	\$40,000	\$50,000	Contract Negotiations
5180.2 · Human Resource Services	\$27,000	\$27,000	
5180.3 · Medical exam/Drug Screening	\$20,000	\$20,000	
5180.4 · Background Checks	\$8,000	\$21,000	Pending Hiring
5180.5 · Audit Services	\$10,000	\$9,000	
5180.6 · Accountant/Bookkeeping	\$10,000	\$10,000	
5180.7 · GASB 75 Report Fee	\$7,000	\$7,000	
5180.8 · IT Services	\$30,000	\$31,500	
5180.9 · Webpage Hosting Annual Fee	\$3,600	\$4,500	Engage Feature for Web site
5180.10 · Records Management System Annual Fee	\$4,200	\$4,350	
5180.11 · Scheduling Program Annual Fee	\$3,400	\$3,500	
5180.12 · Parcel Quest Annual Fees	\$2,000	\$2,000	
5180.13 · CAD Interface Annual Fee	\$1,750	\$1,750	
5180.14 · eDispatches Annual Fee	\$2,000	\$2,000	
5180.15 · Survey System Annual Fee	\$500	\$500	
5180.16 · Subscriptions	\$1,800	\$1,800	
5180.17 · Humboldt Cnty Fire Chiefs' Assoc Dues	\$800	\$800	
5180.18 · Google Services	\$0	\$1,250	
5180.19 · Miscellaneous Services	\$500	\$500	
5190 · PUBLICATIONS & LEGAL NOTICES	\$1,000	\$2,000	\$1,000
5190.1 · Publications & Notices	\$1,000	\$2,000	
5200 · RENTS & LEASES-EQUIPMENT	\$7,500	\$8,300	\$800
5200.1 · Copier	\$7,500	\$8,300	Includes annual tax on machines
5210 · RENT & LEASES - STRUCTURES	\$108,000	\$108,000	\$0
5210.1 · 631 9th Street	\$108,000	\$108,000	
5230 · SPECIAL DISTRICT EXPENSE	\$146,500	\$147,180	\$680
5230.1 · Property Tax Admin Fee	\$71,000	\$71,000	
5230.2 · Tax Roll Direct Charge Fee	\$14,000	\$14,000	
5230.3 · LAFCO Annual Fee	\$4,000	\$4,000	
5230.5 · Assessment Adjustments/Refunds	\$5,000	\$5,000	
5230.6 · Public Education Supplies	\$1,500	\$1,500	
5230.8 · Certifications	\$1,000	\$1,000	
5230.10 · Recruitment	\$1,000	\$1,000	
5230.11 · Bank Fees	\$1,000	\$1,000	
5230.14 · Recognition Awards	\$2,000	\$2,000	
5230.15 · Health & Wellness	\$7,000	\$7,000	
5230.16 · Public Outreach	\$1,000	\$1,000	
5230.17 · HBF Truck Response	\$10,000	\$10,000	

FY 2021-22 Expenses

Draft Mid-year FY 21-22 Budget

5230.18 · HCFA Air Trailer Annual Fee	\$1,000	\$1,000	
5230.19 · Staff Training	\$15,000	\$15,000	
5230.20 · Training Supplies	\$10,000	\$10,000	
5230.21 · Grant Management	\$2,000	\$2,000	
5230. · Other		\$680	
5250 · TRANSPORTATION & TRAVEL	\$50,000	\$90,000	\$40,000
5250.1 · Fuel	\$35,000	\$75,000	Increasing fuel prices
5250.2 · Lodging	\$5,000	\$5,000	
5250.3 · Per Diem Reimbursement	\$5,000	\$5,000	
5250.4 · Conference Tuition	\$5,000	\$5,000	
5260 · UTILITIES	\$38,000	\$38,000	\$0
5260.1 · P G & E	\$32,000	\$32,000	
5260.2 · Water & Sewer	\$6,000	\$6,000	
5370 · MINOR EQUIPMENT	\$27,500	\$27,500	\$0
5370.4 · Fire Hose	\$5,000	\$5,000	
5370.6 · Firefighting Equipment & Fabrication	\$9,000	\$9,000	
5370.8 · Computer/Electronics	\$13,000	\$13,000	
5370.10 · Small Tools	\$500	\$500	
5370.9 · Power Tools	\$0	\$0	
TOTAL SERVICE & SUPPLIES	\$824,000	\$913,000	\$89,000
OTHER EXPENDITURES			
CAPITAL EXPENSE	\$143,000	\$143,000	\$0
Equipment	\$50,000	\$50,000	
Construction Improvements	\$93,000	\$93,000	
EQUIPMENT LOAN DEBT SERVICE	\$0	\$39,078	\$39,078
Long Term Debt - Principal	\$0	\$0	
Long Term Debt - Interest	\$0	\$39,078	
OPERATING FUND TRANSFERS	\$1,100,000	\$1,031,548	-\$68,452
Contingency Fund Transfer	\$200,000	\$200,000	
Vehicle Replacement Fund Transfer	\$200,000	\$200,000	
PERS Rate Contingency Fund Transfer	\$200,000	\$200,000	
PERS Unfunded Liability Payment	\$500,000	\$431,548	
TOTAL OTHER EXPENDITURES	\$1,243,000	\$1,214,000	-\$29,000
TOTAL EXPENDITURES	\$5,664,000	\$5,850,000	\$186,000
BUDGET CONTINGENCY [Funded (underfunded)]	\$981,000	\$810,000	-\$171,000

Date: March 8, 2022
To: Public
From: Randy Mendosa, Board President Arcata Fire District
Subject: Performance Goals for Fiscal Year 2021/22 for the Fire Chief

DISCUSSION:

The District Board has completed its performance review of the Fire Chief. As part of this process the Board sets performance goals for the following fiscal year for the Fire Chief. For the fiscal year 2021/22 the following items were identified by the Board for the Fire Chief to pursue.

- I. Continue to execute the District's rehiring plan in order to increase staffing levels and permanently reopen all three fire station to full 24/7/365 service
- II. Pursue a public process for an official name change for the Arcata Fire Protection District
- III. Finalize equipment replacement plan for 2022 through 2027 (five-year plan)
- IV. Develop a succession plan for Fire Prevention as well as Senior Management

RECOMMENDATION:

Board to publicly present the goals and take public comment.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:

ALTERNATIVES:

The Board has the following alternatives: None

ATTACHMENTS:

None