

District Board Members

Blaine 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

April 12, 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 March 8, 2022, Regular Meeting Pg. 7
2. Minutes from March 24, 2022, Special Meeting Pg. 22
3. March 2022 Financial Report Pg. 24
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 Pg. 38
5. Adoption of Resolution 22-260 with Exhibit A Approving the Memorandum of Understanding Between the Arcata Fire Protection District and the Arcata Firefighters Local 4981 Pg. 45
 - a. Attachment 1 - Resolution 22-260 with Exhibit A Pg. 47
 - b. Attachment 2 - Redline version of previous labor agreement with the 2022 changes incorporated Pg. 81
6. Adoption of Resolution 22-261 with Exhibit A, Approving the Updated Master Salary Schedule Pg. 119
7. Adoption of Resolution 22-262 Approving a Non-Charter Membership Agreement and Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Purchasing a New Fire Engine, and Authorizing Other Related Actions in Connection Therewith Pg. 121
 - a. Attachment 1 - Resolution 22-262 Pg. 123
 - b. Attachment 2 - Assignment Agreement Pg. 127
 - c. Attachment 3 - Irrevocable Payment Instructions Pg. 131
 - d. Attachment 4 - Series 2022A Installment Loan Purchase Agreement Pg. 136
8. Adoption of Resolution 22-258 with Exhibit A, Authorizing the Destruction of Certain Fire District Records Pg. 185

CORRESPONDENCE & COMMUNICATIONS

Pg. 188

1. Public Correspondence
 - a. Thank you note to Captain Padula and Firefighter/Engineer Fields from a McKinleyville resident Pg. 189
 - b. Thank you note to Captain McDonald and Firefighter/Engineer Sung from a McKinleyville resident Pg. 190
 - c. Thank you note to Captain Lillard and Firefighter/Engineer Dixon from a McKinleyville resident Pg. 191
 - d. Thank you card to Captain Lillard, Firefighter/Engineer Dixon, Firefighter/Engineer Dixon, and Inspector Knowles Pg. 192
 - e. Thank you note and St. Patrick's Day cookies for Captain McDonald and Firefighter/Engineer Sung Pg. 193
 - f. Humboldt LAFCo Notice of Vacancy - Alternate Public Member Pg. 194
 - g. Humboldt LAFCo Proposed Budget for Fiscal Year 2022-23 Pg. 196
 - h. Letter Requesting Support for LAFCo elections - Heidi Benzonelli Pg. 198
 - i. "Just In Case" story book from Trillium Charter School for Captain John Evenson and Firefighter/Engineers Sutter and Burciaga Pg. 199
2. Committee Reports
 - a. Arcata Station Committee (*Mendoza, Maynor*)
 - b. Arcata General Plan & Gateway Area Plan Committee (*Loundenslager, Mendoza*)
3. Fire Chief's Monthly Report Pg. 213
4. Director Matters

DISTRICT BUSINESS

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1. Approval of Corrected Resolutions 21-231 and 22-257 Adopting the Corrected Exhibit A, the Updated Master Salary Schedule Pg. 222
 - a. Attachment 1 - Resolution 21-231 with Corrected Exhibit A Pg. 223
 - b. Attachment 2 - Resolution 22-257 with Corrected Exhibit A Pg. 227
2. Consider Updating the Fire Prevention Bureau Hourly Rates Pg. 231
 - a. Attachment 1 - Current & Proposed Productive Hourly Rate Sheets Pg. 233
 - b. Attachment 2 - Operating Cost Worksheet Pg. 235
3. Consider Authorization to Renew the Agreement for Consulting Services with CalMuni Advisors and Authorize the Fire Chief to Sign the Agreement Pg. 236
 - a. Attachment 1 - Agreement for Consulting Services Pg. 237
4. Discussion and Consideration Regarding Returning to In-Person Board Meetings in May Pg. 252

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 Real Property Negotiators (Gov. Code Section 54956.8)
Property: APN: 021-041-002-000, 631 9th Street, Arcata
Agency Negotiators: Director Randy Mendosa and Director Blaine Maynor
Under Negotiation: Price and Terms of Payment

ADJOURNMENT

Next Regular Board Meeting is scheduled for May 10, 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, INC.**

2149 Central Avenue
McKinleyville, California 95519
(707) 825-2000

Date: 4/12/2022 MONTHLY ACTIVITY REPORT
To: Board of Directors, Arcata Fire District
From: Arcata Volunteer Firefighters' Association

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

Volunteering

- Volunteer hours of support for March were about 69 hours.
 - Responded to two Structure Fires
 - Grant development is ongoing to support the needs of the District
 - Assisting Captain McDonald with the Rural Address placard project.
 - VLU participated in the Manila Tsunami Evacuation exercise
 - Volunteers conducted CPR and First Aid Classes

Grants; Recent Grants Activity

- Submitted a \$9,143.96 grant application to the Berg Foundation for.
 - RAD-57 Pulse CO-oximeter (\$5,232.63)
 - 30 Majestic Halo Hoods (\$3,911.33)
- Still awaiting a response on the grant application to Simpson Family Fund, \$31,753.45 for 17 digital mobile radios that will allow the District to communicate with Humboldt Bay Fire and Law Enforcement.
- Awaiting Central Coast Grant for 14 Knox “Keysecure” Devices \$17,687.28, should hear by mid-April.

AVFA Properties

- AVFA Board reviewed the recent draft of the Purchase and Sales Agreement associated with the sale of the 9th Street Fire Station to the District.

Consent Calendar



MINUTES

Regular Board Meeting

March 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 5:31 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, Director Eric Loudenslager, and Director David Rosen. Director Nicole Johnson was absent.

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

APPROVAL OF AGENDA

It was moved to approve the agenda.

Motion: Maynor; Second: Rosen

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

PUBLIC COMMENT

President Mendosa called for public comments and there were none.

Senior Management Group – Nothing to report.

Local 4981 – President Marcus Lillard reported that the Local had participated in two community events since the last meeting; The Pacific Union read-a-thon via zoom from the Mad River Station and the Big Brothers Big Sisters Bowl for Kids' Sake with a team of 6, raising \$300.

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

Director Maynor asked about the AVFA digital radio grant and if we are being held up in switching to digital. Chief McDonald advised that the District does have several digital radios, however, there are several outstanding grants with hopes to get more.

Director Loudenslager asked about what the M Street hazmat cleanup was about and Roy Willis explained the status and EPA funded cleanup.

CONSENT CALENDAR

1. Minutes from February 8, 2022, Regular Meeting
2. February 2022 Financial Report
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
4. Approve Correction to Previously Adopted Resolution 22-225 with Exhibit A
5. Approval of Resolution 22-256 Adopting an Updated Records Management Policy Manual and Retention Schedule
6. Employment Contract Renewal – Fire Chief
7. Adopt Resolution 22-257 with Exhibit A, Adopting a New Master Salary Schedule Effective February 7, 2022

President Mendosa asked if there were any requests from the Directors or the Public to pull and discuss consent calendar items and there were none.

Prior to approval of the consent calendar, however, Board Secretary Schuette advised that on page 10 of the board packet and the last page of the previous month's minutes, Item 1 of the consent calendar, the date listed for the next regular meeting was incorrect. It should have read March 8, 2022, not April 12, 2022.

It was moved to approve the consent calendar with the noted correction.

Motion: Loudenslager; Second: Maynor

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

CORRESPONDENCE & COMMUNICATIONS

1. Public Correspondence – There was none.

President Mendosa called the Chief's monthly report at this time.

3. Fire Chief's Monthly Report – Chief McDonald reviewed his monthly report aloud. During the maintenance review, Chief Campbell made an update to E8215 being out of service for an extended period due to a blown head gasket. E8239 is also out of service but should be repaired soon.

Chief McDonald added that the Assistant Chief application review time is being extended and it appears that the interviews will now be in the first week of May.

He also added that the McKinleyville Chamber of Commerce dinner is later this month, and the Fire District has been nominated, once again, for non-profit of the year. He will be attending to represent the District.

Director Maynor asked about the long-term equipment replacement committee and the Chief advised soon. He also added that he has spoken with the local Pierce rep. He also asked about the Safety Committee meeting, and the name change committee. Chief McDonald advised the regularly scheduled Safety Committee meeting is next month and the name change item is under District Business.

2. Committee Reports:

a. Arcata Station Rent Committee – President Mendosa advised that the AVFA has their attorney still looking at the offer the District made. He is encouraging the process be expedited due to rising interest rates. Director Rosen queried if there was a timeline or expiration on the offer and he was advised there currently was not.

b. Arcata General Plan & Gateway Area Plan Committee – Director Loudenslager reported that he had participated in the meeting regarding the Environmental Impact report as it relates to the General Plan. He went on to explain that he had come away with several key elements from the meeting that will have direct impact to the Fire District.

- The City of Arcata is planning for 60% growth between 2025 & 2045.
- The City would like all that growth to take place within current city boundaries.
- 3 Housing will increase:
 - Cal Poly Humboldt has obtained the Craftsmen’s mall and plans to develop “The Village” - State owned properties do not have property taxes
 - New ADU’s – Measure F gives a “pass” to those associated with a primary residence
 - Anticipating 6, 7 and 8 story buildings in the Gateway area – Fire District does not have the equipment or personnel to handle high-rises
- The District provided a written response to David Loya, which is included in the Board packet on page 83

Captain Lillard added information relating to larger departments in areas outside of Humboldt that are changing their policies regarding fire responses to high-rise buildings. High rises are necessitating a much higher number of staff members to be present for sufficient suppression.

4. Director Matters – There were none.

DISTRICT BUSINESS

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:

Chief McDonald briefly presented his staff report before introducing Colette Santsche with LAFCo. Colette described the process, LAFCo’s roll and steps that would occur if the Board wanted to pursue the annexation. The main steps included:

1. The Fire District Board would need to notice a public hearing and pass a resolution initiating annexation with a 21-day notice of intent for annexation.
2. The County Board of Supervisors must also approve the property tax exchange agreement via resolution, which is part of the initial application process.
3. After receipt of the resolution and application, LAFCo mails notices to landowners and registered voters within the annexation area advising them of the consideration for annexation.
4. LAFCo will publish a public notice 21 days in advance of the public hearing and develop and publish the staff report with their review and findings.

5. If the annexation is approved by LAFCo, the secondary protest hearing is triggered, which allows the landowners and voters within the effected territories to protest and potentially reverse the action or eventually trigger an election.
6. Upon annexation, the two Fire District taxes would be extended into the annexed area.

There were several questions by the Directors regarding the process, what the next steps should be and if the District could be given a “punch list.”

There were no public comments.

Additional comments from Chief McDonald included making sure there is outreach to all involved landowners and voters, including Green Diamond. He also reminded the Voard that if Green Diamond ever wanted to subdivide the land or develop it, there is a requirement that the land be annexed into a fire protection district or area that provides those services. He furthered his reminder with adding that these are areas we are going to anyway, outside our jurisdiction, so why not annex them into the District. Although it is also State Response Area (SRA), the District still responds for accidents, fires, or medical calls.

It was moved to proceed with the annexation process.

Motion: Maynor; Second: Loudenslager

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

2. Consider and Authorize a Request for Proposal for Audit Services: Chief McDonald reviewed his staff note aloud. Having received communications from Director Rosen, prior to the meeting, he recommends striking items b, c, f, g, h, i, l, and m from the Scope of Work. It is important that the scope of work be specific to “independent” and that asking for help from the auditor, provide feedback, oversight, or counseling, they cannot also remain “independent.”

There were no comments from the Board or the public.

Director Rosen volunteered to assist staff in reviewing the submitted proposals before they are presented to the Board at a future meeting for a final decision.

It was moved to approve the Request for Proposal for auditing services with the amendments as described, retaining items a, d, e, j, and k in the Scope of Work.

Motion: Loudenslager; Second: Maynor

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

3. Consider Approval of the Fiscal Year 2021/22 Mid-Year Amended Budget: Chief McDonald advised that the staff note in the packet should be disregarded and that the replacement one was emailed out earlier today. It will also be included in the minutes as Attachment 1.

The Chief went on to explain that the Auditor’s Office had provided us with the updated fund registers earlier in the day and the new report reflects the updated figures. He reviewed the updates aloud.

This was followed by a few questions from the Directors and no public comments.

It was moved to accept the Fiscal Year 2021/22 mid-year amended budget.

Motion: Maynor; Second: Rosen

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

4. Performance Goals for Fiscal Year 2021/22 for the Fire Chief: President Mendosa reviewed the performance goals set forth for the Fire Chief during his annual performance evaluation. When reviewing item two (II) President Mendosa emphasized that the name change would be public and would include public input.

Several of the Directors had questions or comments regarding capital improvements, succession planning, and the increase of the Chief's responsibilities and need for assistance with the District's finances which have become much more complicated this past year.

There were no public comments.

This item was for information only.

CLOSED SESSIONS

Conference with Labor Negotiator (Gov. Code Section 54957.6)

Employee Organization: *Local 4981*

Agency designated representative: *District Counsel Jack Hughes*

There was no closed session for this item for this meeting.

Conference with Real Property Negotiators (Gov. Code Section 54956.8)

Property: *APN: 021-041-002-000, 631 9th Street, Arcata*

Agency Negotiators: *Director Randy Mendosa and Director Blaine Maynor*

Under Negotiation: *Price and Terms of Payment*

President Mendosa adjourned to closed session at 7:32 pm, advising that there will be a brief report on the Real Property Negotiations.

The meeting resumed at 7:55 pm.

Report out of closed session by President Mendosa; there is nothing to report out.

ADJOURNMENT

Following a motion, President Mendosa adjourned the meeting at 7:56 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



DISTRICT BUSINESS Item 3
UPDATED REPORT

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:

Staff received the general ledger records from the County Auditor's office today. The staff report and the Draft budget documents have been updated to reflect the current projected income based on the information received from the County Auditor's Office.

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.

What follows is a summary of the proposed budgetary adjustments at mid-year. The result, after making the adjustments, was a surplus of **\$884,000**. It is recommended that this amount be left unallocated and would be rolled over to the general fund.

REVENUE ADJUSTMENT

- Tax Revenue (Increase by \$72,000)
 - Current Secured Property Tax is estimated 3% higher than original projections. This is directly linked to the real estate market.
- Intergovernmental (Increase by \$1,000)
 - Funds received for Workers Comp reimbursement
- Miscellaneous Revenues (Increase by \$15,000)

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 \$43,000)
 - 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 \$700)
 - This account was updated based on actuals.
- 5120 Equipment Maintenance (Increased by \$19,600)
 - 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 \$1,300)
 - Unanticipated repairs to the MR Station.
- 5180 Professional Services (Increase by \$25,450)
 - 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.
- 5200 Rents & Leases - Equipment (Increased by \$800)
 - Increase to cover property tax on equipment.
- 5230 Special District Expense (Increase by \$500)
 - 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 (\$39,000).
- Reduce the UAL Payment by \$68,000 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

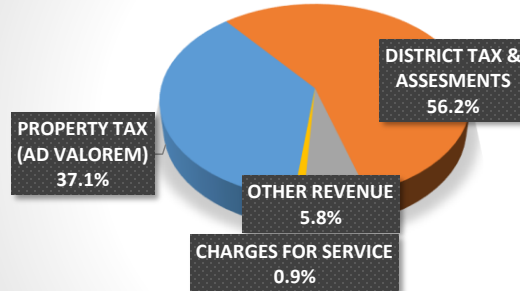
ATTACHMENTS:

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

FISCAL YEAR 2021/22 Mid-Year Budget Projections

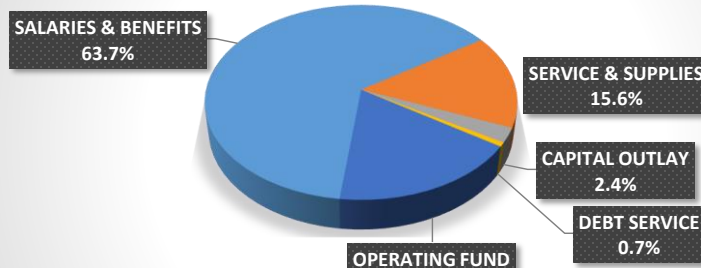
	Current Approved	Draft Mid-Year
REVENUES	\$6,645,000	\$6,733,000
PROPERTY TAX (AD VALOREM)	\$2,427,000	\$2,499,000
DISTRICT TAX & ASSESSMENTS	\$3,781,000	\$3,781,000
OTHER REVENUE	\$375,000	\$391,000
CHARGES FOR SERVICE	\$62,000	\$62,000

Projected Revenues



EXPENDITURES	\$5,664,000	\$5,849,000
SALARIES & BENEFITS	\$3,597,000	\$3,723,000
SERVICE & SUPPLIES	\$824,000	\$912,000
CAPITAL OUTLAY	\$143,000	\$143,000
DEBT SERVICE	\$0	\$39,000
OPERATING FUND TRANSFER	\$1,100,000	\$1,032,000
Surplus (Deficit)	\$981,000	\$884,000

Projected Expenditures



Revenue Sources	General Operating Fund	2006 Benefit Assessment ⁽¹⁾	2020 Special Tax ⁽²⁾	Inspection Program ⁽³⁾	Grants	Striketeam Reimburse	TOTAL	
County Tax Revenue	\$2,517,000	-	-	-	-	-	\$2,517,000	
District Assessment & Tax	-	\$1,463,000	\$2,318,000	-	-	-	\$3,781,000	
Use of Money	\$42,000	-	-	-	-	-	\$42,000	
Intergovernmental	\$73,000	-	-	-	\$0	\$0	\$73,000	
Charges for Service	\$5,000	-	-	\$57,000	-	-	\$62,000	
Other Revenue	\$258,000	-	-	-	-	-	\$258,000	
Total Revenue	\$2,895,000	\$1,463,000	\$2,318,000	\$57,000	\$0	\$0	\$6,733,000	
Expenditures and Appropriations								
Personnel	\$1,601,000	\$981,000	\$1,095,000	\$46,000	-	\$0	\$3,723,000	
Services & Supplies	\$330,000	\$301,000	\$272,000	\$9,000	-	\$0	\$912,000	
Debt Service	\$13,000	\$13,000	\$13,000	-	-	-	\$39,000	
Capital Expense	\$143,000	-	-	-	-	-	\$143,000	
Operating Fund Transfers Out	\$344,000	\$344,000	\$344,000	-	-	-	\$1,032,000	
Total Expenditures	\$2,431,000	\$1,639,000	\$1,724,000	\$55,000	\$0	\$0	\$5,849,000	
Fund Balance	\$464,000	(\$176,000)	\$594,000	\$2,000	\$0	\$0		
Revenue to/from County Treasury Account							\$884,000	
Operating Fund Balance needed on July 1, 2021 \$2,924,500					Fund Balances - Beginning		\$2,941,178	
							Fund Balances - Ending	\$3,825,178
<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	\$6,298,000	\$72,000
101117 · PROPERTY TAX-CURRENT-SECURED	\$ 2,316,000	\$ 2,388,000	
102500 · PROPERTY TAX-CURRENT-UNSECURED	\$ 85,000	\$ 85,000	
103500 · PROPERTY TAX-PRIOR YEARS-SECURED	\$ 25,000	\$ 25,000	
105110 · 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	\$ 73,000	\$1,000
525110 · HOMEOWNERS PROP. TAX RELIEF	\$ 25,000	\$ 25,000	
800580 · FEDERAL AID IN-LIEU TAX	\$ -	\$ -	
800600 · OTHER GOVERNMENT AGENCIES	\$ 47,000	\$ 48,000	
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	\$ 15,700	\$15,000
800920 · SALE OF FIXED ASSETS	\$ -	\$ -	
800940 · OTHER REVENUE	\$ -	\$ 15,000	
800941 · REFUNDS	\$ 500	\$ 500	
800942 · INCIDENT REPORTS	\$ 200	\$ 200	
OTHER FINANCING SOURCES	\$ 242,497	\$ 242,000	-\$497
Transfer-In From Reserve Fund	\$ 242,497	\$ 242,000	
TOTAL OPERATING REVENUE	\$ 6,645,000	\$6,733,000	\$88,000

	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	-\$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	\$43,000	-\$200
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	\$3,000	\$250
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	\$35,300	-\$700
5100.1 · Liability Insurance	\$36,000	\$35,300	
5120 · MAINTENANCE-EQUIPMENT	\$98,400	\$118,000	\$19,600
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	\$15,000	\$1,300
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	\$198,000	\$25,450
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	\$147,000	\$500
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	\$912,000	\$88,000
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	\$39,000	\$39,000
Long Term Debt - Principal	\$0	\$0	
Long Term Debt - Interest	\$0	\$39,078	
OPERATING FUND TRANSFERS	\$1,100,000	\$1,032,000	-\$68,000
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	\$5,849,000	\$185,000
BUDGET CONTINGENCY [Funded (underfunded)]	\$981,000	\$884,000	-\$97,000



MINUTES

Special Board Meeting

March 24, 2022

3:00 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 special session of the Board of Directors for the Arcata Fire District was called to order by President Randy Mendosa at 3:01 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, Director Nicole Johnson, Director Eric Loudenslager and Director David Rosen.

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

PUBLIC COMMENT

There were no public comments.

CONSENT CALENDAR

1. Reclassification of Evan Gibbs to Fill a Permanent Fire Captain Position
2. Approval of Resolution 22-256 Adopting an Updated Records Management Policy Manual and Retention Schedule.

There were no comments from the Board or the public.

It was moved to approve the consent calendar.

Motion: Maynor; Second: Rosen

Roll Call: Ayes; Johnson, Loudenslager, Maynor, Rosen and Mendosa.

Motion Carries

DISTRICT BUSINESS

- 1. Approval of Corrected Resolution 22-257 Adopting the Updated Master Salary Schedule:** This item was pulled from the agenda by Chief McDonald.

CLOSED SESSION

Conference with Labor Negotiator (Gov. Code Section 54957.6)

Employee Organization: *Local 4981*

Agency designated representative: *District Counsel Jack Hughes*

President Mendosa adjourned to closed session at 3:05 pm.

The meeting resumed at 3:51 pm.

Report out of closed session by President Mendosa; the Board has reached an agreement with the Local and the item will be brought back for action at the next regular meeting.

ADJOURNMENT

President Mendosa adjourned the meeting at 3:54 pm.

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

Respectfully submitted,

Becky Schuette,
Clerk of the Board

DRAFT

8:07 AM
04/07/22
Accrual Basis

ARCATA FIRE DISTRICT
Balance Sheet
As of March 31, 2022

	<u>Mar 31, 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>
CCCU CHECKING	219,941.74
CCCU LIQUID ASSETS	100,258.11
COAST CENTRAL SAVINGS	15,785.32
COUNTY TREASURY	4,115,246.24
Total Checking/Savings	<u>4,696,457.76</u>
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	32,534.00
Total Accounts Receivable	<u>32,534.00</u>
Other Current Assets	
A/R County #2	62,500.00
ACCT RECV - COUNTY TREASURY	-453,046.29
INTEREST RECEIVABLE	30,000.00
PREPAID EXPENSE	25,482.31
Total Other Current Assets	<u>-335,063.98</u>
Total Current Assets	<u>4,393,927.78</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>9,734,524.25</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	152,593.51
Total Accounts Payable	<u>152,593.51</u>

ARCATA FIRE DISTRICT
Balance Sheet
As of March 31, 2022

	<u>Mar 31, 22</u>
Credit Cards	
US BANK	1,985.95
Total Credit Cards	<u>1,985.95</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	2,600.00
CA WITHHOLDING	3,160.89
FEDERAL WITHHOLDING	6,864.46
MEDICARE - BOTH	1,721.54
SOCIAL SECURITY - BOTH	356.22
SURVIVOR BENEFIT	32.55
2100 · PAYROLL LIABILITIES - Other	7,088.30
Total 2100 · PAYROLL LIABILITIES	<u>21,823.96</u>
Total Other Current Liabilities	<u>200,936.55</u>
Total Current Liabilities	355,516.01
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	18,463,565.21
Equity	
INVESTMENT IN FIXED ASSETS	3,241,858.47
3900 · RETAINED EARNINGS	-11,902,896.43
Net Income	-68,003.00
Total Equity	<u>-8,729,040.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>9,734,524.25</u></u>

ARCATA FIRE DISTRICT
Statement of Cash Flows
March 2022

	<u>Mar 22</u>
OPERATING ACTIVITIES	
Net Income	277,090.79
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	375.00
ACCT RECV - COUNTY TREASURY	-541,589.00
2000 · ACCOUNTS PAYABLE	19,925.30
US BANK	-377.70
US BANK:CAMPBELL	-84.58
US BANK:EVENSON	18.40
US BANK:J. MCDONALD	203.27
US BANK:LILLARD	231.67
US BANK:SCHUETTE	1,418.34
2100 · PAYROLL LIABILITIES	-49.05
2100 · PAYROLL LIABILITIES:457 DEDUCTION	-350.00
2100 · PAYROLL LIABILITIES:CA WITHHOLDING	-3,004.95
2100 · PAYROLL LIABILITIES:FEDERAL WITHHOLDING	-6,765.00
2100 · PAYROLL LIABILITIES:MEDICARE - BOTH	-889.64
2100 · PAYROLL LIABILITIES:SOCIAL SECURITY - BOTH	-9.08
2100 · PAYROLL LIABILITIES:SURVIVOR BENEFIT	-1.86
Net cash provided by Operating Activities	<u>-253,858.09</u>
Net cash increase for period	-253,858.09
Cash at beginning of period	<u>4,950,315.85</u>
Cash at end of period	<u><u>4,696,457.76</u></u>

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE				
101117 · PROPERTY TAX-CURRENT-SECURED	1,791,000.00	1,791,000.00	0.00	100.0%
102500 · PROPERTY TAX-CURRENT-UNSECURED	61,751.25	63,751.00	-1,999.75	96.9%
103500 · PROPERTY TAX-PRIOR YEARS SECURED	11,074.50	18,751.00	-7,676.50	59.1%
105110 · PROPERTY TAX PRIOR YEARS UNSECURED	0.00	751.00	-751.00	0.0%
800040 · SUPPLEMENTAL TAXES- CURRENT	16,058.97	9,000.00	7,058.97	178.4%
105900 · SUPPLEMENTAL TAXES-PRIOR YEARS	3,375.00	3,752.00	-377.00	90.0%
113100 · STATE TIMBER TAX	409.58	530.00	-120.42	77.3%
800050 · PROPERTY ASSESSMENTS	1,316,260.28	2,835,751.00	-1,519,490.72	46.4%
Total TAX REVENUE	3,199,929.58	4,723,286.00	-1,523,356.42	67.7%
USE OF MONEY & PROPERTY				
800190 · INTEREST INCOME	242.00	31,500.00	-31,258.00	0.8%
Total USE OF MONEY & PROPERTY	242.00	31,500.00	-31,258.00	0.8%
INTERGOVERNMENTAL				
525110 · HOMEOWNERS PROP. TAX REL	12,604.66	18,751.00	-6,146.34	67.2%
800600 · OTHER GOVERNMENT AGENCIES				
HR Reimbursement	0.00	1,400.00	-1,400.00	0.0%
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	8,700.00	-8,700.00	0.0%
800600 · OTHER GOVERNMENT AGENCIES - Other	1,397.19			
Total 800600 · OTHER GOVERNMENT AGENCIES	39,639.19	47,800.00	-8,160.81	82.9%
800950 · FIREFIGHTING REIMBURSEMENTS	51,907.82	0.00	51,907.82	100.0%
Total INTERGOVERNMENTAL	104,151.67	66,551.00	37,600.67	156.5%
CHARGES FOR SERVICES				
800155 · PREVENTION FEES	7,016.50	9,000.00	-1,983.50	78.0%
800156 · R1/R2 INSPECTION FEES	30,737.50	33,750.00	-3,012.50	91.1%
800700 · OTHER SERVICES	6,300.00	0.00	6,300.00	100.0%
800946 · INCIDENT REVENUE RECOVERY FEES	3,918.95	3,752.00	166.95	104.4%
Total CHARGES FOR SERVICES	47,972.95	46,502.00	1,470.95	103.2%
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	2,483.02	15,000.00	-12,516.98	16.6%
Total 800940 · OTHER REVENUE	16,532.13	15,000.00	1,532.13	110.2%
800941 · REFUNDS	-1,881.24	500.00	-2,381.24	-376.2%
800942 · INCIDENT REPORTS	206.22	200.00	6.22	103.1%
MISCELLANEOUS REVENUES - Other	1,638.50			
Total MISCELLANEOUS REVENUES	16,495.61	15,700.00	795.61	105.1%
OTHER FINANCING SOURCES				
Transfer-In From Reserve Funds	0.00	242,000.00	-242,000.00	0.0%
Total OTHER FINANCING SOURCES	0.00	242,000.00	-242,000.00	0.0%
Total Income	3,368,791.81	5,125,539.00	-1,756,747.19	65.7%
Gross Profit	3,368,791.81	5,125,539.00	-1,756,747.19	65.7%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

Expense	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
SALARIES & EMPLOYEE BENEFITS				
5010 · SALARIES AND WAGES				
5010.1 · Full-Time	1,091,779.54	1,233,749.98	-141,970.44	88.5%
5010.2 · CTO Payout	56,306.00	235,502.00	-179,196.00	23.9%
5010.3 · Settlement Pay/Vacation	25,457.82	30,000.00	-4,542.18	84.9%
5010.4 · Holiday Pay	32,563.00	25,000.00	7,563.00	130.3%
5010.5 · Deferred Compensation	34,900.00	42,750.00	-7,850.00	81.6%
5010.6 · Part-Time (Hourly)	51,079.44	66,001.00	-14,921.56	77.4%
5010.8 · CalFire/OES Pay	10,329.15	10,329.00	0.15	100.0%
Total 5010 · SALARIES AND WAGES	1,302,414.95	1,643,331.98	-340,917.03	79.3%
5020 · RETIREMENT				
5020.1 · CalPERS Retirement	295,717.61	304,499.98	-8,782.37	97.1%
5020.3 · Social Security	3,319.86	3,749.00	-429.14	88.6%
5020.4 · Medicare	19,034.20	18,749.98	284.22	101.5%
5020.5 · CalPERS Section 218 Admin Fee	0.00	300.00	-300.00	0.0%
Total 5020 · RETIREMENT	318,071.67	327,298.96	-9,227.29	97.2%
5030-GROUP INSURANCE				
5030.1 · Health Insurance (Employees)	333,359.86	489,749.99	-156,390.13	68.1%
5030.2 · Health Insurance (Retirees)	248,162.38	225,751.00	22,411.38	109.9%
5030.3 · Retiree Health Admin Fees	617.18	3,001.00	-2,383.82	20.6%
5030.4 · Dental & Life Insurance	22,330.54	28,499.00	-6,168.46	78.4%
5030.5 · Air Ambulance Insurance	1,986.00	3,000.00	-1,014.00	66.2%
5030.6 · Vision	3,648.18	3,676.00	-27.82	99.2%
5030.7 · Long Term Disability Insurance	4,988.00	5,251.00	-263.00	95.0%
5030.8 · Medical Reimbursement-Chief	240.78	0.00	240.78	100.0%
Total 5030-GROUP INSURANCE	615,332.92	758,927.99	-143,595.07	81.1%
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	38,000.00	17,983.73	147.3%
5035.3 · Administrative Fee	12,058.86	26,000.00	-13,941.14	46.4%
5035.2 · Excess	0.00	12,800.00	-12,800.00	0.0%
Total 5035 · WORKERS' COMPENSATION INSURAN...	68,042.59	76,800.00	-8,757.41	88.6%
Total SALARIES & EMPLOYEE BENEFITS	2,303,862.13	2,811,358.93	-507,496.80	81.9%
SERVICE & SUPPLIES				
5050 · CLOTHING & PERSONAL SUPPLIES				
5050.1 · Uniforms	7,259.77	20,000.00	-12,740.23	36.3%
5050.2 · Station Boots	405.15	2,000.00	-1,594.85	20.3%
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	1,077.64	1,000.00	77.64	107.8%
Total 5050 · CLOTHING & PERSONAL SUPPLIES	9,073.75	41,000.00	-31,926.25	22.1%
5060 · COMMUNICATIONS				
5060.1 · Phones - Landline & Cellular	7,525.05	18,450.00	-10,924.95	40.8%
5060.2 · Alarm Monitoring	4,604.92	2,250.00	2,354.92	204.7%
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	10,031.75	10,125.00	-93.25	99.1%
Total 5060 · COMMUNICATIONS	22,161.72	32,925.00	-10,763.28	67.3%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
5080 · FOOD				
5080.1 · Food/Rehab Supplies	409.74	2,000.00	-1,590.26	20.5%
5080.2 · Drinking Water	0.00	750.00	-750.00	0.0%
5080 · FOOD - Other	40.50			
Total 5080 · FOOD	450.24	2,750.00	-2,299.76	16.4%
5090 · HOUSEHOLD EXPENSE				
5090.1 · Station Supplies				
Arcata	289.85	0.00	289.85	100.0%
Mad River	316.42	0.00	316.42	100.0%
McK	720.82	0.00	720.82	100.0%
5090.1 · Station Supplies - Other	827.17	3,077.00	-2,249.83	26.9%
Total 5090.1 · Station Supplies	2,154.26	3,077.00	-922.74	70.0%
5090.2 · Garbage Service				
Arcata	474.88	0.00	474.88	100.0%
Mad River	1,208.25	0.00	1,208.25	100.0%
McK	1,685.60	0.00	1,685.60	100.0%
5090.2 · Garbage Service - Other	20.00	3,876.00	-3,856.00	0.5%
Total 5090.2 · Garbage Service	3,388.73	3,876.00	-487.27	87.4%
5080.3 · Station Furniture	0.00	5,000.00	-5,000.00	0.0%
Total 5090 · HOUSEHOLD EXPENSE	5,542.99	11,953.00	-6,410.01	46.4%
5100 · LIABILITY INSURANCE				
5100.1 · Liability Insurance	35,221.00	35,300.00	-79.00	99.8%
Total 5100 · LIABILITY INSURANCE	35,221.00	35,300.00	-79.00	99.8%
5120 · MAINTENANCE-EQUIPMENT				
5120.1 · Fire Apparatus				
8211 · E8211	7,341.74	0.00	7,341.74	100.0%
8215 · E8215	32,154.07	0.00	32,154.07	100.0%
8216 · E8216	23,384.17	0.00	23,384.17	100.0%
8217 · E8217	10,910.05	0.00	10,910.05	100.0%
8239 · E8239	10,845.37			
8241 · A8241	18.43			
8258 · WT8258	712.67	0.00	712.67	100.0%
8274 · R8274	1.94			
5120.1 · Fire Apparatus - Other	2,702.07	80,000.00	-77,297.93	3.4%
Total 5120.1 · Fire Apparatus	88,070.51	80,000.00	8,070.51	110.1%
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	237.97	0.00	237.97	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	2,277.62	10,000.00	-7,722.38	22.8%
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	7,972.16	6,000.00	1,972.16	132.9%
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%
5120 · MAINTENANCE-EQUIPMENT - Other	280.00			
Total 5120 · MAINTENANCE-EQUIPMENT	107,771.50	118,400.00	-10,628.50	91.0%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
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%
5130 · MAINTENANCE-STRUCTURE				
5130.1 · Structure Maintenance				
Arcata	5,515.91	0.00	5,515.91	100.0%
Mad River	1,064.72	0.00	1,064.72	100.0%
McK	3,533.21	0.00	3,533.21	100.0%
5130.1 · Structure Maintenance - Other	89.49	7,900.00	-7,810.51	1.1%
Total 5130.1 · Structure Maintenance	10,203.33	7,900.00	2,303.33	129.2%
5130.2 · Grounds Maintenance				
Bayside	250.00			
Mad River	14.73			
McK	21.98			
5130.2 · Grounds Maintenance - Other	101.98	2,000.00	-1,898.02	5.1%
Total 5130.2 · Grounds Maintenance	388.69	2,000.00	-1,611.31	19.4%
5130.3 · Emergency Power Maintenance	0.00	2,000.00	-2,000.00	0.0%
5130.4 · Pest Control	1,375.00	2,250.00	-875.00	61.1%
Total 5130 · MAINTENANCE-STRUCTURE	11,967.02	14,150.00	-2,182.98	84.6%
5140 · MEDICAL SUPPLIES				
5140.1 · Medical Supplies	4,032.18	4,500.00	-467.82	89.6%
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	4,096.77	7,000.00	-2,903.23	58.5%
5150 · MEMBERSHIPS				
5150.6 · Dues	1,867.50	2,000.00	-132.50	93.4%
Total 5150 · MEMBERSHIPS	1,867.50	2,000.00	-132.50	93.4%
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	2,190.27	3,752.00	-1,561.73	58.4%
5070.2 · Postage & Shipping	366.63	751.00	-384.37	48.8%
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	112.88	0.00	112.88	100.0%
Total 5170 · OFFICE SUPPLIES	2,669.78	5,103.00	-2,433.22	52.3%
5180 · PROFESSIONAL & SPECIAL SERVICES				
5180.1 · Legal Services	41,942.08	37,499.99	4,442.09	111.8%
5180.2 · Human Resource Services	12,367.00	23,340.00	-10,973.00	53.0%
5180.3 · Medical Screening Services	4,941.84	20,000.00	-15,058.16	24.7%
5180.4 · Background Checks	17,782.80	21,000.00	-3,217.20	84.7%
5180.5 · Annual Audit Services	9,000.00	9,000.00	0.00	100.0%
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	24,220.00	23,250.00	970.00	104.2%
5180.9 · Web Page Hosting	2,900.32	3,375.00	-474.68	85.9%
5180.10 · Fire RMS Annual Fee	4,319.45	4,350.00	-30.55	99.3%
5180.11 · Scheduling Program Annual Fee	3,503.88	3,500.00	3.88	100.1%
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%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
5180.16 · Subscriptions	1,804.45	1,800.00	4.45	100.2%
5150.17 · Humboldt Co. Fire Chiefs' Assoc	0.00	800.00	-800.00	0.0%
5180.18 · Google Services	1,272.53	1,250.00	22.53	101.8%
5180.19 · Miscellaneous Services	0.00	500.00	-500.00	0.0%
Total 5180 · PROFESSIONAL & SPECIAL SERVICES	135,244.35	172,914.99	-37,670.64	78.2%
5190 · PUBLICATIONS & LEGAL NOTICES				
5191.1 · Publications & Notices	1,700.00	2,000.00	-300.00	85.0%
Total 5190 · PUBLICATIONS & LEGAL NOTICES	1,700.00	2,000.00	-300.00	85.0%
5200 · RENTS & LEASES - EQUIPMENT				
5200.1 · Copier	5,336.87	6,224.99	-888.12	85.7%
Total 5200 · RENTS & LEASES - EQUIPMENT	5,336.87	6,224.99	-888.12	85.7%
5210 · RENTS & LEASES - STRUCTURES				
5210.1 · Arcata Station	88,000.00	78,000.00	10,000.00	112.8%
Total 5210 · RENTS & LEASES - STRUCTURES	88,000.00	78,000.00	10,000.00	112.8%
5230 · SPECIAL DISTRICT EXPENSE				
5230.1 · Property Tax Admin Fee	30,424.00	35,500.00	-5,076.00	85.7%
5230.2 · Tax Roll Direct Charge Fee	135.00	7,000.00	-6,865.00	1.9%
5230.3 · LAFCO Annual Fee	3,216.76	4,000.00	-783.24	80.4%
5230.5 · Assessment Adjustments/Refunds	1,562.00	5,000.00	-3,438.00	31.2%
5230.6 · Public Education Supplies	0.00	1,500.00	-1,500.00	0.0%
5230.8 · Certifications	628.10	1,000.00	-371.90	62.8%
5230.10 · Recruitment	815.75	1,000.00	-184.25	81.6%
5230.11 · Bank Fees	215.00	1,000.00	-785.00	21.5%
5230.14 · Recognition & Awards	655.93	2,000.00	-1,344.07	32.8%
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	5,976.00	15,000.00	-9,024.00	39.8%
5230.20 · Training Supplies	486.39	10,000.00	-9,513.61	4.9%
5230.21 · Grant Management	0.00	2,000.00	-2,000.00	0.0%
5230 · SPECIAL DISTRICT EXPENSE - Other	680.00	680.00	0.00	100.0%
Total 5230 · SPECIAL DISTRICT EXPENSE	45,120.36	104,680.00	-59,559.64	43.1%
5250 · TRANSPORTATION & TRAVEL				
5250.1 · Fuel				
McK	7,983.36			
Mad River	28,063.60			
5250.1 · Fuel - Other	4,259.09	46,251.00	-41,991.91	9.2%
Total 5250.1 · Fuel	40,306.05	46,251.00	-5,944.95	87.1%
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%
5250 · TRANSPORTATION & TRAVEL - Other	163.00	0.00	163.00	100.0%
Total 5250 · TRANSPORTATION & TRAVEL	40,469.05	61,251.00	-20,781.95	66.1%
5260 · UTILITIES				
5260.1 · P G & E				
Arcata	8,611.13	0.00	8,611.13	100.0%
Mad River	2,470.45	0.00	2,470.45	100.0%
McK	9,779.61	0.00	9,779.61	100.0%
5260.1 · P G & E - Other	0.00	24,002.00	-24,002.00	0.0%
Total 5260.1 · P G & E	20,861.19	24,002.00	-3,140.81	86.9%

ARCATA FIRE DISTRICT
Profit & Loss Budget vs. Actual

July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
5260.2 · Water & Sewer				
Arcata	1,169.08	0.00	1,169.08	100.0%
Mad River	1,290.87	0.00	1,290.87	100.0%
McK	1,673.45	0.00	1,673.45	100.0%
5260.2 · Water & Sewer - Other	0.00	4,500.00	-4,500.00	0.0%
Total 5260.2 · Water & Sewer	4,133.40	4,500.00	-366.60	91.9%
Total 5260 · UTILITIES	24,994.59	28,502.00	-3,507.41	87.7%
5370 · MINOR EQUIPMENT				
5370.4 · Fire Hose	0.00	5,000.00	-5,000.00	0.0%
5370.6 · Fire Equipment & Fabrication	1,614.42	9,000.00	-7,385.58	17.9%
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	14,163.49	27,500.00	-13,336.51	51.5%
Total SERVICE & SUPPLIES	557,438.98	758,153.98	-200,715.00	73.5%
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%
5290 · LONG TERM DEBT - PRINCIPAL	0.00	39,078.00	-39,078.00	0.0%
Total DEBT SERVICE	39,077.88	39,078.00	-0.12	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	431,548.00	0.00	100.0%
Total OPERATING FUND TRANSFERS	431,548.00	1,031,548.00	-600,000.00	41.8%
Total OTHER BUDGET FUNDING REQUIRED	535,880.95	1,213,626.00	-677,745.05	44.2%
6560 · PAYROLL EXPENSES	39,612.75			
Total Expense	3,436,794.81	4,783,138.91	-1,346,344.10	71.9%
Net Ordinary Income	-68,003.00	342,400.09	-410,403.09	-19.9%
Net Income	-68,003.00	342,400.09	-410,403.09	-19.9%

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

March 2022

Type	Date	Memo	Account	Amount
707 PEST SOLUTIONS				
Bill	03/03/2022	Monthly service all three stations	5130.4 · Pest Control	275.00
Total 707 PEST SOLUTIONS				275.00
ADVANCED SECURITY				
Bill	03/02/2022	McK Station monitoring	5060.2 · Alarm Monitoring	205.50
Total ADVANCED SECURITY				205.50
AIRGAS				
Bill	03/03/2022	CO sensor	5140.1 · Medical Supplies	253.56
Total AIRGAS				253.56
AIRMEDCARE				
Bill	03/09/2022	30 households - annual renewal	5030.5 · Air Ambulance Insur...	1,950.00
Total AIRMEDCARE				1,950.00
AMAZON				
Credit Card Charge	03/02/2022	Uniform zipper neckties x 7	5050.1 · Uniforms	105.21
Credit Card Charge	03/02/2022	Uniform Shirt	5050.1 · Uniforms	16.53
Credit Card Charge	03/02/2022	Uniform shirts x 4	5050.1 · Uniforms	77.53
Credit Card Charge	03/02/2022	Uniform shirt x 3 and jacket	5050.1 · Uniforms	84.85
Credit Card Charge	03/02/2022	Uniform jacket	5050.1 · Uniforms	34.45
Credit Card Charge	03/02/2022	Uniform shirts x 3	5050.1 · Uniforms	50.63
Credit Card Charge	03/04/2022	Cork board for admin office	5170.1 · Office Supplies	33.94
Credit Card Credit	03/07/2022	Tool return refund	800941 · REFUNDS	-84.58
Credit Card Charge	03/10/2022	XL, L and Med Gloves x 5	5140.1 · Medical Supplies	511.65
Credit Card Charge	03/11/2022	Hydrosorb filters x 2	5120.1 · Fire Apparatus	41.37
Credit Card Credit	03/11/2022	Refund for return of one uniform shirt	800941 · REFUNDS	-20.20
Total AMAZON				851.38
ARCATA POLICE				
Bill	03/02/2022	Livescan fees x 2, new hires. Lillard to pay his portion of \$84	5180.4 · Background Checks	70.00
Total ARCATA POLICE				70.00
ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				
Bill	03/15/2022	April 2022 Rent	5210.1 · Arcata Station	10,000.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				10,000.00
AT&T- CAL NET 3				
Bill	03/23/2022	Service period 02-19-22 to 03-18-22	5060.1 · Phones - Landline &...	159.87
Total AT&T- CAL NET 3				159.87
BAYSIDE EMBROIDERY				
Bill	03/25/2022	Jacket and Shirt Embroidery x 18	5050.1 · Uniforms	254.00
Total BAYSIDE EMBROIDERY				254.00
CAL PERS				
Liability Check	03/04/2022	Employer Contributions PP 01-23-22 to 02-05-22	5020.1 · CalPERS Retirement	16,261.47
Liability Check	03/18/2022	PP 02-06-22 to 02-19-22	5020.1 · CalPERS Retirement	16,261.47
Total CAL PERS				32,522.94
CALFIRE-DEPT OF FORESTRY & FIRE PROT.				
Bill	03/31/2022	Driver Operator 1A - Barron, Darnell, Guimond	5230.19 · Staff Training	420.00
Total CALFIRE-DEPT OF FORESTRY & FIRE PROT.				420.00
CalPERS 457 PLAN				
Liability Check	03/04/2022	Employer match PP 02-06-22 to 02-19-22	5010.5 · Deferred Compensa...	1,900.00
Liability Check	03/18/2022	Employer Contributions Match PP 02-20-22 to 03-05-22	5010.5 · Deferred Compensa...	1,800.00
Total CalPERS 457 PLAN				3,700.00
CASCADE FIRE EQUIP.				
Bill	03/18/2022	IMMI Smardock SCBA Bracket	5120.7 · SCBA	645.58
Total CASCADE FIRE EQUIP.				645.58
CHEVRON				
Credit Card Charge	03/04/2022	Incidentals - transport E8211 to Sacramento	5080.1 · Food/Rehab Supplies	5.03
Total CHEVRON				5.03

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

March 2022

Type	Date	Memo	Account	Amount
CITY OF ARCATA				
Bill	03/07/2022	Service Period 01-28-22 to 02-27-22	Arcata	145.84
Bill	03/07/2022	Service Period 02-07-22 to 03-06-22	Mad River	129.34
Bill	03/28/2022	Service Period 02-28-22 to 03-27-22	Arcata	131.75
Total CITY OF ARCATA				406.93
COASTAL BUSINESS SYSTEMS, INC				
Bill	03/04/2022	Sharp copier, lexmark printers, aquos board	5200.1 · Copier	591.77
Total COASTAL BUSINESS SYSTEMS, INC				591.77
CUMMINS SALES AND SERVICE				
Bill	03/23/2022	Steering column switch repairs	8217 · E8217	217.60
Total CUMMINS SALES AND SERVICE				217.60
DAVID & RENEE REED				
Bill	03/10/2022	Reimbursement for Special Tax Asses. Appeal - Payment 2	5230.5 · Assessment Adjust...	182.00
Total DAVID & RENEE REED				182.00
EAGLE ENGRAVING				
Credit Card Charge	03/28/2022	Fire Officer of the Year Award 2022	5230.14 · Recognition & Aw...	182.00
Total EAGLE ENGRAVING				182.00
EVAN GIBBS				
Bill	03/22/2022	Vision Reimbursement Self	5030.6 · Vision	271.15
Total EVAN GIBBS				271.15
FDAC				
Credit Card Charge	03/07/2022	Today's Fire Districtis -Zoom Training	5230.19 · Staff Training	10.00
Credit Card Credit	03/22/2022	Training Event Cancelled	800941 · REFUNDS	-10.00
Total FDAC				0.00
FDAC EBA				
Bill	03/08/2022	April	5030.4 · Dental & Life Insura...	1,954.28
Total FDAC EBA				1,954.28
FLEETPRIDE				
Bill	03/17/2022	Metal wiper blades, hose charge air bellows hot side	8215 · E8215	62.18
Total FLEETPRIDE				62.18
GAYNOR TELEPHONE SYSTEMS				
Bill	03/15/2022	MR station troubleshooting and repairs	5060.1 · Phones - Landline &...	83.75
Total GAYNOR TELEPHONE SYSTEMS				83.75
HARBOR FREIGHT TOOLS				
Credit Card Charge	03/10/2022	4 Ratcheting bar clamps for training prop and one trash tool for ...	5230.20 · Training Supplies	18.40
Total HARBOR FREIGHT TOOLS				18.40
HCFIA - HUMB CO FIRE INST ASSOC.				
Bill	03/02/2022	Lillard Company Officer 2A	5230.19 · Staff Training	425.00
Bill	03/02/2022	Lillard Company Officer 2C	5230.19 · Staff Training	425.00
Total HCFIA - HUMB CO FIRE INST ASSOC.				850.00
HENSELS				
Bill	03/04/2022	Extractor Install	Arcata	31.42
Bill	03/10/2022	Extractor project	Arcata	14.73
Bill	03/10/2022	Extractor Project	Arcata	23.40
Bill	03/10/2022	Extractor project	Arcata	7.57
Bill	03/17/2022	Extractor project	Arcata	3.90
Total HENSELS				81.02
HUMBOLDT SANITATION				
Bill	03/08/2022	February	McK	207.35
Bill	03/18/2022	Electronic waste disposal	McK	26.80
Total HUMBOLDT SANITATION				234.15
HUMBOLDT WASTE MANAGEMENT AUTHORITY				
Bill	03/09/2022	Paint material disposal	5090.2 · Garbage Service	20.00
Total HUMBOLDT WASTE MANAGEMENT AUTHORITY				20.00

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

March 2022

Type	Date	Memo	Account	Amount
INFINITE CONSULTING SERVICES				
Bill	03/01/2022	Monthly managed services	5180.8 · IT Services	2,870.00
Total INFINITE CONSULTING SERVICES				2,870.00
INTERNATIONAL ASSOCIATION OF FIRE CHIEF'S				
Bill	03/02/2022	Annual Membership Renewal	5150.6 · Dues	260.00
Total INTERNATIONAL ASSOCIATION OF FIRE CHIEF'S				260.00
KITCHEN 428				
Credit Card Charge	03/04/2022	Meals and Tip - Transport E8211 to Sacramento	5080 · FOOD	40.50
Total KITCHEN 428				40.50
KME FIRE APPARATUS				
Bill	03/08/2022	Turn Signal Kit	8217 · E8217	389.99
Bill	03/28/2022	Windshield washer reservoir	8217 · E8217	77.99
Total KME FIRE APPARATUS				467.98
L.N. CURTIS AND SONS				
Bill	03/11/2022	Hose Rubber bands	5370.6 · Fire Equipment & Fa...	175.53
Total L.N. CURTIS AND SONS				175.53
LES SCHWAB TIRE				
Bill	03/28/2022	Battery service package and installation	8258 · WT8258	712.67
Bill	03/31/2022	New battery and installation	8207 · U8207	186.91
Total LES SCHWAB TIRE				899.58
LIEBERT CASSIDY WHITMORE				
Bill	03/22/2022	AR035-00011 Local 4981 Negotiations	5180.1 · Legal Services	1,131.00
Total LIEBERT CASSIDY WHITMORE				1,131.00
MCK. COMM. SERVICES DISTRICT				
Bill	03/22/2022	DCV Service period 02-07-22 to 03-07-22	McK	25.76
Bill	03/22/2022	Service period 02-07-22 to 03-07-22	McK	163.24
Total MCK. COMM. SERVICES DISTRICT				189.00
MCKINLEYVILLE ACE HARDWARE				
Bill	03/17/2022	Wiper fluid	5120.1 · Fire Apparatus	3.10
Bill	03/17/2022	Sawzall and parts x 3	5370.6 · Fire Equipment & Fa...	1,095.79
Bill	03/30/2022	Roundup and garden sprayer	5130.2 · Grounds Maintenance	73.13
Bill	03/31/2022	Bit set	8216 · E8216	45.24
Total MCKINLEYVILLE ACE HARDWARE				1,217.26
MCKINLEYVILLE CHAMBER OF COMMERCE				
Credit Card Charge	03/07/2022	Award Dinner	5080.1 · Food/Rehab Supplies	140.00
Total MCKINLEYVILLE CHAMBER OF COMMERCE				140.00
MCKINLEYVILLE OFFICE SUPPLY				
Credit Card Charge	03/10/2022	Badge Warranty Return	5070.2 · Postage & Shipping	7.74
Total MCKINLEYVILLE OFFICE SUPPLY				7.74
MIDAMERICA HRA				
Bill	03/15/2022	Retiree HRA April	5030.2 · Health Insurance (R...	22,487.31
Total MIDAMERICA HRA				22,487.31
MITCHELL, BRISSO, DELANEY & VRIEZE, LLP				
Bill	03/31/2022	Corrective Resolution. AVFA transactional documents	5180.1 · Legal Services	703.00
Total MITCHELL, BRISSO, DELANEY & VRIEZE, LLP				703.00
NFPA				
Bill	03/23/2022	Annual Renewal National Fire Codes Subscription	5180.16 · Subscriptions	1,345.50
Total NFPA				1,345.50
OFFICE DEPOT				
Bill	03/02/2022	Paper towels, batteries	McK	35.62
Bill	03/12/2022	Pine Sol	Mad River	32.86
Total OFFICE DEPOT				68.48

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

March 2022

Type	Date	Memo	Account	Amount
PACIFIC GAS AND ELECTRIC				
Bill	03/03/2022	Service Period 01-21-22 to 02-18-22	McK	1,267.65
Bill	03/09/2022	Service Period 02-01-22 to 03-02-22	Arcata	1,268.37
Bill	03/22/2022	Service Period 02-14-22 to 03-15-22	Mad River	412.31
Total PACIFIC GAS AND ELECTRIC				2,948.33
PERS / HEALTH				
Bill	03/14/2022	Active Employee Premiums	5030.1 · Health Insurance (E...	34,379.14
Bill	03/14/2022	Retiree Premiums	5030.2 · Health Insurance (R...	3,590.01
Bill	03/14/2022	Active Employee admin fee	5030.1 · Health Insurance (E...	85.95
Bill	03/14/2022	Retiree admin fee	5030.3 · Retiree Health Admi...	65.19
Total PERS / HEALTH				38,120.29
PRO PACIFIC AUTO REPAIR, INC.				
Bill	03/14/2022	Parts & labor deferred maintenance	8215 · E8215	11,345.41
Total PRO PACIFIC AUTO REPAIR, INC.				11,345.41
RECOLOGY				
Bill	03/07/2022	February	Arcata	59.36
Bill	03/07/2022	February	Mad River	59.36
Total RECOLOGY				118.72
RED BACK BOOTS				
Credit Card Charge	03/02/2022	Station Boots Lillard	5050.2 · Station Boots	231.67
Total RED BACK BOOTS				231.67
REDWOOD COAST FUELS				
Bill	03/18/2022	Gas and Diesel	Mad River	3,013.06
Bill	03/18/2022	Diesel	McK	535.60
Total REDWOOD COAST FUELS				3,548.66
ROSS MCDONALD				
Bill	03/04/2022	Vision Reimbursement Spouse	5030.6 · Vision	38.81
Bill	03/10/2022	EMT Recertification reimbursement	5030.6 · Vision	77.00
Total ROSS MCDONALD				115.81
SHIFT CALENDARS, INC.				
Credit Card Charge	03/15/2022	2022 Shift Calendars for new schedule	5170.1 · Office Supplies	85.43
Credit Card Credit	03/16/2022	Cancel Order 2022 Shift Calendars for new schedule	800941 · REFUNDS	-85.43
Credit Card Charge	03/23/2022	Shift Calendar Poster Size for new schedule x 4	5170 · OFFICE SUPPLIES	85.43
Total SHIFT CALENDARS, INC.				85.43
STREAMLINE				
Bill	03/01/2022	Webpage and Engage March 2022	5180.9 · Web Page Hosting	370.00
Total STREAMLINE				370.00
SUDDENLINK				
Bill	03/08/2022	Service Perid 03-04-22 to 04-03-22	5060.5 · Cable TV & Internet	1,114.87
Total SUDDENLINK				1,114.87
THE MILL YARD				
Bill Pmt -Check	03/04/2022		800941 · REFUNDS	-2.67
Bill	03/08/2022	Extractor project finishing	Arcata	141.27
Bill	03/08/2022	Arcata Station Extractor project	Arcata	10.83
Total THE MILL YARD				149.43
THE STANDARD				
Bill	03/21/2022	April Long Term Disability CSFA	5030.7 · Long Term Disability...	493.00
Total THE STANDARD				493.00
TRAINING - PENDING REIMBURSEMENT				
Bill	03/02/2022	Transport E8211 to Valley Service in Sacramento	5250 · TRANSPORTATION ...	163.00
Total TRAINING - PENDING REIMBURSEMENT				163.00
TRAVEL CENTERS OF AMERICA				
Credit Card Charge	03/04/2022	Fuel - transport E8211 to Sacramento	5250.1 · Fuel	150.00
Total TRAVEL CENTERS OF AMERICA				150.00

8:09 AM

04/07/22

Accrual Basis

ARCATA FIRE DISTRICT
Expenses by Vendor Detail

March 2022

Type	Date	Memo	Account	Amount
VERIZON WIRELESS				
Bill	03/10/2022	Service period 02-02-22 to 03-01-22	5060.1 · Phones - Landline &...	483.68
Total VERIZON WIRELESS				483.68
VISUAL CONCEPTS				
Bill	03/09/2022	Number Magnets	5120 · MAINTENANCE-EQUI...	280.00
Total VISUAL CONCEPTS				280.00
WITMER PUBLIC SAFETY GROUP				
Bill	03/01/2022	Medal of Gallentry - Evenson	5230.14 · Recognition & Aw...	218.41
Bill	03/15/2022	Captain and Probationary Shields	5050.6 · Shields & Badges	130.56
Bill	03/23/2022	Badges & Medallions	5050.6 · Shields & Badges	653.31
Total WITMER PUBLIC SAFETY GROUP				1,002.28
ZOOM				
Credit Card Charge	03/30/2022	Annual renewal subscription	5180.16 · Subscriptions	74.95
Total ZOOM				74.95
TOTAL				149,266.50

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

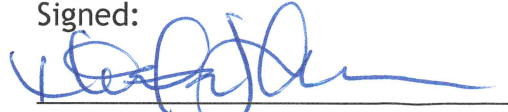
Nays: None

Abstain: None

Absent: None

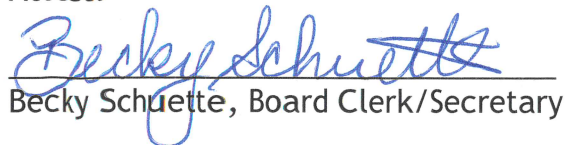
DATED: October 12, 2021

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

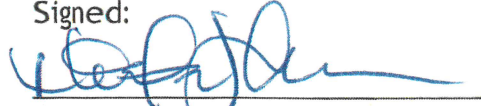
Nays: None

Abstain: None

Absent: None

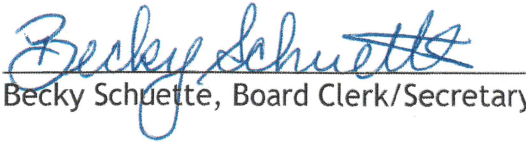
DATED: October 12, 2021

Signed:



Nicole Johnson, President

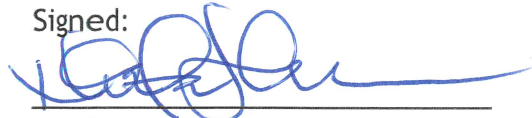
Attest:



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

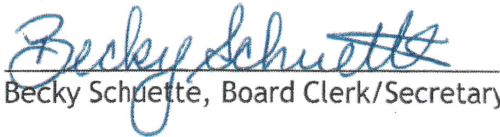
DATED: October 12, 2021

Signed:



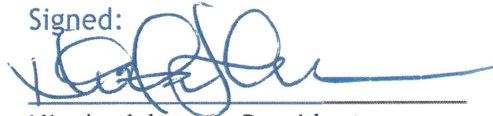
Nicole Johnson, President

Attest:


Becky Schuette, Board Clerk/Secretary

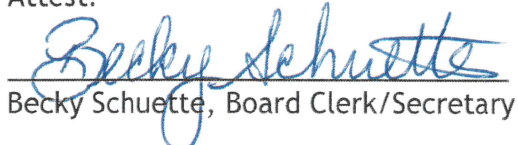
EXTENSION ADOPTION DATE: November 9, 2021

Signed:



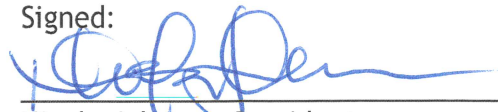
Nicole Johnson, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: December 14, 2021

Signed:



Nicole Johnson, President

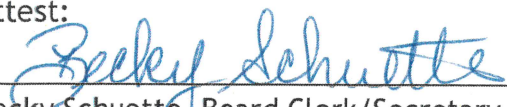
Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: January 11, 2022

Signed: 

Randy Mendosa, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: February 8, 2022

Signed: 

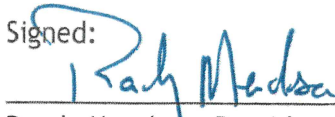
Randy Mendosa

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: January 11, 2022

Signed:



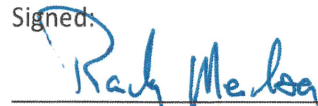
Randy Mendosa, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: February 8, 2022

Signed:



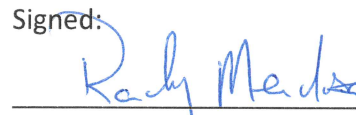
Randy Mendosa

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: March 8, 2022

Signed:



Randy Mendosa, President

Attest:


Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Adopt Resolution No. 22-260 with Exhibit A Approving the Memorandum of Understanding between the Arcata Fire Protection District and the Arcata Professional Firefighters Local 4981

DISCUSSION:

At a Special Board meeting on March 24, 2022, the Board received a presentation from the District's labor negotiator on the tentative contract agreement with the Arcata Professional Firefighters Local 4981. The L4981 membership ratified the agreement at their meeting in March as well. The Board recommended the item be placed on the April meeting's consent calendar for approval.

The highlights of the tentative agreement are as follows:

- Wages
 - 5-step Wage scale for each classification (CPSHR Plan)
 - Longevity pay 5% for 6, 8, 10, 12, 14, 16, 18, 20 years of service
 - Non-probationary employees receive placement equivalent to 10% increaser of base
 - Probationary employees will be place at step 1 of their current rank
 - Employees from Recruit Class #8 will be place at step 3 once off probation
- Medical Benefits
 - District covers 100% of premium for the Gold Plan
 - Effective CY 2023
 - FDAC Vision Insurance
 - Effective July 1, 2022
- Schedule & Staffing
 - April 3 will convert to a 48/96 schedule
 - Minimum Staffing will remain at 4 on-duty
 - Contracted for 18 employees (9 captains & 9 engineer/firefighters)
 - FLSA pay will be calculated as hours in paid status
 - Allow for two employees off per shift (includes all types of prescheduled leave status)
- Duty Officer Coverage
 - Agreed to compensation for 10% increase of hourly rate
 - Agreed to ¼ hour pay on standby time
- Out of Grade Pay
 - Agreed to compensation for 10% increase of hourly rate
- Active Side letters have been incorporated into the Successor MOU
- Term
 - Until December 21, 2024

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 22-260 with Exhibit A approving the Memorandum of Understanding between the Arcata Fire Protection District and the Arcata Professional Firefighters Local 4981.

FINANCIAL IMPACT:

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

ALTERNATIVES:

N/A

ATTACHMENTS:

- Attachment 1 – Resolution No 22-260 with Exhibit A
- Attachment 2 – Redline version of previous labor agreement with the 2022 changes incorporated



Resolution Number: 22-260

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ARCATA FIRE PROTECTION DISTRICT AND THE ARCATA PROFESSIONAL FIREFIGHTERS LOCAL 4981

WHEREAS, the Board of Directors of the Arcata Fire Protection District (Board), acting by and through its appointed negotiator, and representatives of the Arcata Firefighter’s Local 4981(“Local”), a duly recognized employee organization, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement, benefits, and the terms and conditions of employment for contract period July 1, 2021 - December 31, 2024.; and

WHEREAS, the appointed representatives of the parties agreed on certain matters as stated in the attached Memorandum of Understanding (MOU) and recommended that the District and the Local implement those agreements; and

WHEREAS, the Local voted to accept the MOU attached as Exhibit “A,” incorporated by reference; and

WHEREAS, the Board intends that the salaries for the classifications referenced in the MOU be retroactively effective to April 3, 2022.

NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors hereby approves the Memorandum of Understanding and authorizes the Board President to execute the document.

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: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

Memorandum Of Understanding
Between the
Arcata Fire Protection District
And the
Arcata Professional Firefighter Local 4981

Agreement Period
July 1, 2021 – December 31, 2024



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Article 1 - Recognition

- A. The District recognizes that the Arcata Professional Firefighters Local 4981 (“Local”) is the sole and exclusive representative of all employees in of the following classes: CAPTAIN, ENGINEER, and FIREFIGHTER. The District shall only employ safety employees in these classes.
- B. The District recognizes the Employee’s participation in the following organizations:
 - 1. Humboldt County Fire/Arson Investigation Unit
 - 2. Humboldt County Fire Prevention Officers
 - 3. Humboldt County Training Officers
 - 4. Additional organizations as approved by the Fire Chief
- C. Employees in this bargaining unit are representatives of the District. These employees therefore receive Workers Compensation coverage during work time. The employee must have the Chief’s approval prior to participation in any District recognized organization and the employee shall be approved only if it is in the best interest of the Fire District.
- D. Employee’s participating in a recognized organization shall be compensated overtime for attendance greater than two hours per event. This includes but is not limited to; meetings, investigations, workshops, public events or any other function where the employee’s attendance is necessary.

Article 2 - Prevailing Rights

- A. All wages, hours, terms, and conditions of employment detailed in this agreement shall remain in full force and effect during the term of this Agreement unless changed by specifically detailed mutual consent or as required by law.

Article 3 - Seniority

- A. The District shall establish a seniority list, which shall include time in each employee’s current rank and shall be posted in the District’s electronic database.
- B. The seniority list shall be based on the order hired.
- C. The District shall keep the seniority list current at all times. Any objection to the seniority list on the basis of accuracy shall be reported to the District.
- D. For the purpose of determining vacation preference, seniority shall be the determining criteria.

Article 4 - Retirement

A. **Tier 1:** Retirement benefits for Classic Employees hired on or before August 1, 2011, shall be derived from the contract between Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

- a. 3% at age 50, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported

(Resolution 99-080)

B. **Tier 2:** Classic Employees hired after August 1, 2011, 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 55, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported

(Resolution 99-080)

- C. **Tier 3:** Each Employee determined to be a New Member by CalPERS shall pay 50% of the normal cost as the Employee Contribution. The normal cost shall be determined by CalPERS. New Members 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. 2.7% at age 57, full
 - b. Pre-Retirement option 2W death benefit
 - c. Military service credit for retired persons
 - d. Military service credit as public service
 - e. Public service credit Peace Corps etc.
 - f. Credit for periods of layoff
 - g. Credit 2 years local member
 - h. Credit for unused sick leave
 - i. 1959 Survivors Benefit 3rdTier
 - j. Final Compensation 3 Year
 - k. 2% Post retirement adjustment
 - l. Post retirement survivor allowance
 - m. Post retirement survivor continuance
 - n. Death benefit continuance
 - o. Prior service credit
- D. Nine percent (9%) of the employee's retirement eligible compensation shall be paid by the District to PERS as an employee contribution for "classic" members under the PEPPRA pension reform statute.
- E. At retirement, an employee shall be paid in full, at the employee's current hourly pay rate, for any unused vacation time or holiday(s) earned.

Article 5 – Hours of Work

- A. Fire Suppression Employees shall be assigned eight (8) work shifts within each 24-day FLSA work period.
- B. The work shift for Fire Suppression Employees shall be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day, and ending at 0800 hours the following day.
- C. The shift schedule shall be the two consecutive days on, four consecutive days off model.
- D. The standard shift schedule shall be adhered to. In cases of emergency, as determined at the District's sole discretion, the schedule may be temporarily altered to meet the requirements of the emergency.
- E. The shift schedule shall be made and posted in all stations each October for the following calendar year.

- F. The District’s regular business hours shall be from 0800-1700, except in the case of an emergency, special assignments or situation requiring immediate attention.
- G. FLSA Work Period:
District shift personnel are assigned to work four sets of two back-to-back twenty-four hour shifts within a 24-day FLSA work period pursuant to Section 207(k) of the Fair Labor Standards Act. As a result, employees are regularly scheduled to work 192 hours in each FLSA work period. Employees are paid an additional one-half hour at the regular rate of pay for the last ten hours of each FLSA work period as required by law.
- H. An employee may not take vacation leave which would force another employee to work on Christmas and Christmas Eve. However, the Fire Chief retains the right to ensure full staffing on these days.

Article 6 - Salaries

- A. With the adoption of this MOU, current non-probationary employees will be placed in a step on the new wage scale with longevity pay that represents a least a 10% increase from their currently monthly base earnings. Employees in probationary status will be placed in step-1 of their current rank.

- B. The base wages of represented positions shall be as set forth below.

		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>Captain</i>	Annual	\$67,764.00	\$72,108.00	\$76,500.00	\$80,700.00	\$85,248.00
	Monthly	\$5,647.00	\$6,009.00	\$6,375.00	\$6,725.00	\$7,104.00
	Bi-weekly	\$2,606.31	\$2,773.38	\$2,942.31	\$3,103.85	\$3,278.77
	Hourly	\$23.27	\$24.76	\$26.27	\$27.71	\$29.27
<i>Engineer</i>	Annual	\$58,884.00	\$62,724.00	\$66,528.00	\$70,332.00	\$74,136.00
	Monthly	\$4,907.00	\$5,227.00	\$5,544.00	\$5,861.00	\$6,178.00
	Bi-weekly	\$2,264.77	\$2,412.46	\$2,558.77	\$2,705.08	\$2,851.38
	Hourly	\$20.22	\$21.54	\$22.85	\$24.15	\$25.46
<i>Firefighter</i>	Annual	\$49,596.00	\$52,800.00	\$56,004.00	\$59,196.00	\$62,400.00
	Monthly	\$4,133.00	\$4,400.00	\$4,667.00	\$4,933.00	\$5,200.00
	Bi-weekly	\$1,907.54	\$2,030.77	\$2,154.00	\$2,276.77	\$2,400.00
	Hourly	\$17.03	\$18.13	\$19.23	\$20.33	\$21.43

- C. A newly appointed employee shall begin employment at Step #1 unless the Fire Chief elects to set the wage at a higher step at his discretion. Upon satisfactory completion of the first (1st) year probationary period an employee shall progress to the next step.

- D. Upon promotion to the next rank, a promoted employee shall be placed on the step within the range for the next rank, which most closely approximates at least a 5% increase over the promoted employee's current step.
- E. All employees must have been rated satisfactory on their performance evaluation prior to any salary step increases. Said evaluation should be completed within the 30 days prior to the employee's anniversary date, for the initial probationary period.
- F. Deferred Compensation: The District will provide \$100.00 match per pay period for employees participating in the program.
- G. Pay stubs shall reflect all aspects of wages and deductions. Items which shall be included are base wages, hours and hourly rate, FLSA pay, overtime, acting out of grade, acting overtime, etc. All deductions shall be listed as well, such as all taxes, union dues (listed as such and reported as such on W-2's), and any and all other deductions.
- H. Regular paychecks shall be directly deposited into the employee's bank account. All other compensation, such as CTO pay down, holiday pay, etc. will also be included in the direct deposit. Should an employee opt to not participate in the direct deposit, their check shall be available for pick up on the designated payday. In the event an employee is not taking advantage of direct deposit and desires to change and participate, they shall be allowed to with proper notice to the appropriate person responsible for payroll.
- I. Salary survey
 - 1. Prior to Negotiations the Local Negotiators and the District Negotiators shall meet to establish a mutually agreed upon list of acceptable comparable agencies to evaluate against for the comparison of all wages and benefits of represented positions. There shall not be more than ten total agencies (city or special district) used for comparison purposes, and not less than four agencies. This list shall compare all aspects to include, however not be limited to, wage, benefits, responsibilities, difference in classifications. These may be used as comparison, however, shall not be the sole basis for negotiations and justification neither for, nor against any position of the Local or the District.
- J. Negotiation terms
 - 1. Ground rules shall be established, and mutually agreed upon, by negotiating parties, prior to the initiation of negotiations.

Article 7 - Overtime

- A. Overtime is time worked beyond that indicated on the standard shift schedule ([Appendix "D"](#)) including off-duty response, hire-back for full or partial shifts, District requested off duty training, District requested special detail, CALFIRE or USFS or Mutual Aid.

- B. Overtime shall be paid in accordance with the Fair Labor Standards Act and the fire suppression exemption under 29 U.S.C. section 207(k). All overtime shall be paid at a rate that is not less than one and one half (1½) times the Employee's regular rate of pay and shall be paid as special compensation. The District will continue to pay one and one-half times each employee's regular rate of pay for all hours worked when required by the FLSA. The FLSA work period will be 24 days unless the Parties agree to a different number of days. The District will determine eligibility for overtime compensation each FLSA work period based on hours in paid status.
- C. In those instances where an Employee is working out of class, the overtime payment shall be one and one half (1½) times the regular rate of pay for the higher rank position.
- D. Personnel, who are off-duty as a result of disciplinary action, or during an investigation pending possible disciplinary action, are not eligible for overtime, shift-trade or standby work.
- E. Whenever an Employee is called back to duty for station coverage, post incident investigations, general alarm or other assignments from an off-duty day, the employee shall be compensated with a minimum of two (2) hours. Additional work before and/or after a scheduled shift will be paid at the overtime rate for the time actually worked. The employee is responsible for documenting non-alarm overtime by completing and submitting the appropriate form.
- F. All non-general alarm incidents or other overtime shall be recorded and compensated in 15-minute increments rounded up to the next quarter hour. De minimus overtime of less than 15 minutes that an employee may work on a sporadic basis is not compensable.
- G. Once each month an employee may convert up to 144 hours of his accumulated overtime/CTO into a cash payment by notifying the District Secretary of this choice prior to the preparation of the bi-weekly payroll. The calculation of the conversion shall be done based on the wage rates in compliance with the requirements of the FLSA.
- H. A log showing Compensatory Time Off (CTO) accrual for all positions shall be kept current at Headquarters and be readily available.
- I. CTO may be taken as time off only when all time off rules have been followed, and the CTO request has been voluntarily claimed, the employee may use CTO as a paid day off.
- J. An Employee's CTO, in excess of the 48-hour maximum, shall be paid on a quarterly basis. Prescheduled CTO days are not subject to the maximum hour limitation. The pay down shall occur with the first pay period of January, April, July and October.

Article 8 – Longevity Pay

- A. In addition to other compensation paid for the services of employees, longevity pay for continuous and uninterrupted full-time paid service shall be applied as follows:
 - 1. After six (6) years' service 5% adjustment to base.
 - 2. After eight (8) years' service 5% adjustment to base.
 - 3. After ten (10) years' service 5% adjustment to base.
 - 4. After twelve (12) years' service 5% adjustment to base.
 - 5. After fourteen (14) years' service 5% adjustment to base.
 - 6. After sixteen (16) years' service 5% adjustment to base.
 - 7. After eighteen (18) years' service 5% adjustment to base.
 - 8. After twenty (20) years' service 5% adjustment to base.
- B. The above listed percentages are cumulative.
- C. Vacations, sick leave, military leave and absence authorized by the Fire Chief shall not be considered as interruption of service.

Article 9 - Shift Trades and Holdovers

- A. Shift trades and holdovers may be arranged by the employees to allow more flexible scheduling and to enable the individual to accomplish any personal business. Shift trades and holdovers may be arranged only by, and for the benefit of, the involved employees.
- B. Shift trade requests shall be initiated through the appropriate scheduling software. The necessary steps and forms shall be completed at any time prior to the initiation or start of the shift trade.

Article 10 - Minimum Staffing

- A. The District shall exhaust all possible avenues to maintain a minimum staffing level, per shift, of four (4) full time, professional safety/suppression employees.
- B. Should any event cause the minimum staffing level to drop below four (4) the District shall recall employees to work as outlined in [Article 26](#) of the Agreement, "Hire Back Procedure." However, the Parties prefer to have all three fire stations staffed each shift.
- C. The District shall maintain a minimum of 18 career employees, which will consist of nine (9) Captains and nine (9) Engineer/Firefighter positions.
- D. The District shall maintain at least one Captain on shift at all times.
- E. Each shift there can be a maximum of two employees absent. The District retains the authority to back fill all forms of absence except for compensatory time-off.

1. Exceptions to this rule are unplanned sick leave, unplanned workers comp leave, bereavement, leave, or unplanned military leave.

Article 11 - Uniform Allowance

- A. All District safety employees are required to wear, while on duty, a full, distinctive uniform, including required patches and other attachments to the uniform as outlined in the uniform policy. The District shall supply the employee with all uniform requirements. The uniform allowance may only be used to purchase items as outlined in the District's Uniform Policy.
- B. The clothing allotment is \$750.00 per year for each safety employee.
- C. Work (station) boots as described in the District Uniform Policy will be replaced by the Fire District as needed.
- D. Uniform allowances renew on July 1 of each year and shall be paid out in twenty-six (26) installments as part of the employees regular pay check.
- E. Clothing allowances of employees hired before January 1st, 2013, are considered compensable and therefore are reported to CalPERS accordingly.

Article 12 - Insurance

- A. The District provides the following insurance benefits for employees and, in certain situation defined within this Article, their eligible family members, defined as spouse, natural or legally adopted children or others as defined by insurance contract(s).
- B. Medical Insurance: For the 2022 health plan year, the District will pay 100% of premium for the CalPERS Platinum for employees and eligible dependents(Subscriber, Subscriber Plus One Dependent or Subscriber Plus Two or More Dependents). Effective with the first month of the 2023 health plan year, the District shall pay 100% of the premium for the CalPERS Gold Plan for each employee and their eligible dependents. An employee who selects a more expensive plan shall pay the difference between the CalPERS Gold Plan and the plan selected by the employee. The Parties have selected the Gold Plan for calendar year 2023 through the end of the term of the MOU.
- C. Dental: Benefit contracted through FDAC EBA
- D. Vision: Benefit contracted through FDAC EBA
 1. The self-insured plan will discontinue on June 30, 2022
 2. VSP Plan B5 will be effective July 1, 2022
- E. Life Insurance: Benefit contracted though FDAC EBA
 1. Employee coverage: \$50,000
 2. Spousal coverage: \$20,000

3. Dependent Children: \$10,000

F. Disability Insurance (employee only): Benefit contracted through CSFA

G. Air Ambulance family membership: AirMed Care

H. Employee Assistance Program: Contracted though FDAC EBA

I. Health insurance is provided to retired employees and, in certain situations defined within this Article, eligible dependents at District expense, as follows:

1. Medical Insurance:

- a. Full time employees hired before July 1st, 2008, may enroll themselves and eligible dependents in CalPERS Gold 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/her enrollment, and the enrollment of any eligible dependents, in CalPERS Gold, 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 each employee hired before July 1st, 2008 who chooses to enroll in CalPERS Gold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee and his/her dependents, if any, in CalPERS Gold.
- b. Full time employees hired on or after July 1st, 2008, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. The District will, on a [monthly] basis, provide each employee hired after July 1st, 2008, who chooses to enroll in CalPERS Gold 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 in CalPERS Gold.
- c. Employees hired on or after July 21st, 2015, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. This District will, on a monthly basis, provide each

employee hired after July 1st, 2015, who chooses to enroll in CalPERS Gold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee in CalPERS Gold. This benefit shall continue until the employee reaches the Medicare enrollment age and successfully enrolls in Medicare; at such time the benefit shall terminate. Employees shall be required to enroll in Medicare at such time as they reach the Medicare enrollment age. The District shall cover all enrollment costs and/or fees for the transition from District provided insurance to Medicare, such as but not limited to application, enrollment, processing fees.

2. To qualify for retiree health benefits, employees must meet the definition of an "annuitant" as defined by the PEMHCA. Eligibility of family members following the death of a retired employee will be determined pursuant to CalPERS' regulations and policies, including the PEMHCA.

Article 13 - Training Requests

- A. District Required and District Needed training attendance will be compensated at the Employee's regular or overtime wage as specified in the MOU for the time spent in class and time spent traveling directly to and from the class. Travel expenses including but not limited to transportation, lodging and per diem will also be the responsibility of the District subject to applicable law and policy.

Article 14 - Holidays

- A. On January 1st of each year, employees working 24-hour shifts shall be granted eight (8) floating holidays to be as time off or as cash payout.
- B. If the compensation is by cash payout, it shall be paid out in the form of a separate check from the regular paycheck in the first pay period of June (4 shifts) each year and the first pay period of December (4 shifts).
- C. Employees working a 40-hour workweek shall be granted five (5) "floating" holidays in addition to the eleven days the office is closed for holidays. These may be taken as time off or cash payment. If cash payment is requested, it will be paid in June and December each year. The recognized eleven days the office is closed are:

- | | |
|------------------------------|----------------------------|
| 1. January 1 st | New Year's Day |
| 2. Third Monday in January | Martin Luther King Jr. Day |
| 3. Third Monday in February | President's Day |
| 4. Last Monday in May | Memorial Day |
| 5. July 4 th | Independence Day |
| 6. First Monday in September | Labor Day |

- 7. November 11th Veteran's Day
- 8. Last Thursday in November Thanksgiving Day
- 9. Friday following Thanksgiving Day
- 10. December 24th Christmas Eve Day
- 11. December 25th Christmas Day
- 12. Any other day specially declared a National or State holiday and observed as a legal holiday by the District Board

D. 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.

Article 15 - Vacations

- A. Except for the following classes of employees, all employees shall be entitled to regularly scheduled shifts off each year as a result of vacation:
 - 1. Employees still serving the probationary period.
 - 2. Temporary or part time employees.
- B. No Employee shall 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.
- C. Any Employee who is entitled to vacation leave at the time of retirement or separation shall receive one (1) hour of pay (base + longevity) for each unused hour of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors as defined in the glossary shall receive a payout on the same basis. Employees shall not use vacation leave during the two-month period immediately preceding his or her effective date of retirement, unless approved by the Fire Chief.
- D. Vacation shifts shall be considered to be earned based on the following schedule:

	Employees Assigned to a Fire Suppression Schedule	Employees Assigned to a 40 hour per week Administrative Schedule
After 1 year	6 – 24-hour shifts	12 – 8-hour days
After 5 years	7 – 24-hour shifts	14 – 8-hour days
After 10 years	8 – 24-hour shifts	16 – 8-hour days
After 15 years	9 – 24-hour shifts	18 – 8-hour days
After 20 years	10 – 24-hour shifts	20 – 8-hour days
After 25 years	11 – 24-hour shifts	22 – 8-hour days
After 30 years	12 – 24-hour shifts	24 – 8-hour days
After 35 years	13 – 24-hour shifts	26 – 8-hour days
After 40 years	14 – 24-hour shifts	28 – 8-hour days

- E. Vacations shall be chosen on a seniority basis for the first three (3) choices.
- F. The vacation schedule list shall be posted on the server by October 1st.
- G. Beginning November 1st, each eligible Employee shall have seven (7) calendar days to post the employee's first vacation choice with this process beginning with the senior Employee and progressing on through each Employee until all have made their first choice.
- H. Once all eligible Employees have made their first selection, the senior Employee will have seven (7) days to make a second pick and start the process over until all employees have had the opportunity to select three (3) vacation periods.
- I. After each Employee selects their days, they shall make note of their selection on the appropriate form, submit a time off request to the person responsible for scheduling and shall verbally notify the next person on the list.
- J. In the event that an Employee does not make their selection within the seven (7) day period, they forfeit their chance to make this selection, and the balance of the other Employees shall make their choices in order until the round of selection is completed. At this point, the Employee who passed on the opportunity to select shall be allowed to post his choice of the remaining days.
- K. The seven (7) day limit shall be extended by the time period an Employee who would normally select is on vacation, sick leave, or District special assignment.
- L. The seven (7) day limit may also be waived with the consent of all other Employee.
- M. Fourth and subsequent vacation choices shall be scheduled without regard to rank or seniority. Requests shall be forwarded in writing to the Fire Chief or his/her Designee who will schedule the request based on coverage availability and the order of their receipt.
- N. The following limitations shall apply to vacations:
 - 1. A vacation request must be submitted on or before the 15th of the month preceding the time off. The request will not be approved if two other Employees are already scheduled on leave. The Fire Chief or Designee may grant an exception to the above provision.
 - 2. A maximum of two consecutive shifts shall be taken in one vacation pick. Picks of more than two shifts shall be allowed with consent of all other Employees on the same platoon and shall be considered two picks.
 - 3. Every effort should be made to use the accumulated time in the year earned.
- O. Employees shall be allowed to hold over unused vacations hours.

1. Employees assigned to shift work can hold over six hundred (600) hours.
 2. Employees assigned to a 40-hour workweek can hold over four hundred (400) hours.
- P. Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.
- Q. A log showing vacation accrual for all positions shall be kept current at Headquarters and be readily available upon request.

Article 16 - Sick Leave

A. Personal Sick Leave:

1. Sick leave with pay will be granted by the District at the rate of twelve (12) hours per month. Sick leave shall not be considered to be an entitlement, which an employee may use at his/her discretion but shall be allowed only in case of necessity in actual sickness or disability.
2. In order to receive sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his/her supervisor prior to the start of the workday.
3. There shall be no limitation on the accrual of unused sick leave.
4. Should an emergency arise during the work period, sick leave hours will be deducted as used and recorded.
5. All applicable FMLA/CFRA/PDL/PFL statutes will be available and applicable provisions abided by, by the District and the employees.
6. Employees may use paid sick leave for their own illness and/or the illness of their spouse, registered domestic partner, parent, dependent child or any other family relationship required by law. The District may verify the validity of the sick leave to the extent allowed by law.

Article 17 - Bereavement Leave

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three shifts per year, this leave will not be cumulative. If additional bereavement leave is needed, the employee may use accumulated sick leave.

- B. All leaves of absence for family death shall require approval of the Chief. In granting family death leave, only time of for funeral arrangements and service, travel time to the location of the funeral and a maximum of one extra day shall be considered. In order to receive time off for family death leave, the employee shall notify the Chief or his designee prior to the beginning of the effected workday.

Article 18 - Catastrophic Leave

- A. The District will provide a Catastrophic Leave policy allowing employees to assist other employees through allowed leave donations.

Article 19 - Duty Officer Coverage

- A. The Local recognizes that the Captain's position may occasionally serve as the District Duty Officer in the absence of a Chief Officer.
- B. Acting Duty Officer shall be a voluntary assignment for the Career Captain position only, wherein the employee in that position has the primary responsibility of performing administrative duties and managing suppression personnel at all incidents.
- C. Hire back procedures:
 - 1. The Fire Chief shall maintain the list of qualified personnel.
 - 2. The assignment will be offered to the individual with the fewest accepted Acting Duty Officer hours. If for any reason two individuals have equal number of hours, then the offer will be based on seniority.
 - 3. Contact must be verbally made with the individual, using the one of the 2 phone numbers listed on the District phone list.
 - 4. If no contact was made continue to the next individual with next fewest hours.
 - 5. The list shall reset to zero hours on January 1st of each year.
- D. Compensation for a Captain acting as the Duty Officer shall be set at 10% over the employee's base wage. While covering the duty, and not actively participating in either incident response or other duties that a duty officer would perform in their normal capacity, the employee will make 25% of their base wage. (1/4 time standby).
- E. There will be a minimum of two (2) hours compensated time per duty assignment.
- F. The employee working the Duty Coverage will be responsible for tracking and documenting his/her time by completing and submitting the appropriate form.
- G. Compensation shall be rendered on the payday for which pay-period the duty was covered in.
- H. The Employee will use the assigned District vehicle for coverage and training.

Article 20 - Physical Fitness Program

- A. Every year each employee shall be eligible for compensation for completion of the USFS Work Capacity Test. This test shall be completed on a fixed track, not a treadmill. The compensation shall be in the amount of \$400, shall be compensable and reported to CalPERS accordingly. To receive the compensation the employee shall complete the test prior to May 1st of each year. Each employee will only be eligible for compensation once per year and it shall be paid out with the first pay period of July of each year.
- B. Participation is completely optional at the sole discretion of the employee.
 - 1. Successfully complete the USFS Work Capacity Test to the “Arduous” standard as defined by (and found at): <https://www.fs.fed.us/managing-land/fire/safety/wct> which is commonly referred to as the “Pack Test.” Verification of completion of the pack test shall be in the form of an e-mail to the District Business Manager with a copy to the Operations Chief, which will state date, location and individuals who participated and successfully completed the test, times need not be reported.
- C. Under no circumstances shall non-participation result in any nature of reduction in work, regular shifts, disciplinary process or consideration in any way with regards to an annual performance evaluation. Employees are encouraged to participate, however there is no requirement to participate.

Article 22 - Assignment Out of Grade

- A. The Fire Chief may fill a temporary position.
- B. An Employee, selected to fill a temporary position shall be appointed from a current promotional eligibility list. In the absence of a current promotional eligibility list, the Employee with seniority in rank from the next lower rank shall receive the temporary appointment.
- C. If the temporary position is more than 90 days, the District Board must review the position.
- D. The temporary position shall receive a temporary wage increase. The adjusted temporary wage shall be the amount of the first step of the wage for the position being filled.
- E. Step increases shall be given at the same interval as a permanent employee holding the same position. In the event that an employee is subsequently demoted (not for cause) to their previously held rank and within six months is re-promoted to the same position, said employee shall assume the same pay rate as they previously held while in that position.

- F. Time served in an interim assignment in a higher rank will count towards the probationary period if the employee is promoted to that higher rank with no break between the interim assignment and the promotion.

Article 23 - Separation from Employment

- A. An Employee separating for non-retirement and/or non-disciplinary reasons shall be paid in full for all accrued and unused vacation, holiday and accrued CTO. These hours shall be paid according to rates listed in this Agreement, and pro-rated accordingly.
- B. In the event of work-related death, the Employee's dependent survivor will receive 100% of the employee's accrued leaves as a cash payment regardless of tenure.
 - 1. Pay out of accrued leaves will be paid at the employee's hourly base rate of pay then in effect.
- C. The cash payment shall be disbursed to the separating Employee via:
 - 1. Lump sum cash payment (less applicable taxes) or
 - 2. Deposited to the Employee's deferred compensation account (as allowed under terms and conditions of the plan and the Internal Revenue Service regulations) or
 - 3. A combination of both options, at the election of the Employee or dependent survivor.
- D. Opportunities for exit interviews will be provided to all Employees separating from the District.

Article 24 - Layoff Procedure

- A. Layoff lists shall be prepared by the Fire Chief based on length of service. For the purpose of determining the list, these elements shall be applied in the following order:
 - 1. Length of service.
 - 2. Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement of the original (hiring list) entry position with the Department.
- B. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years for both positions as seniority credit to establish position on lower classifications layoff list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving. Seniority credit will be based on years of service or prorate of years of service based on twelve (12) months per year.

- C. In the event the contemplated layoff of employees involves those represented by the Local, the District shall provide wherever possible, at least ninety (90) calendar day's written notice of such.
- D. Employees bumped shall be placed on a permanent promotional eligibility list for the prior rank held, provided they are regular, full-time employees of the District at the time the vacancy occurs. If a re-promoted employee has been working at a lower rank for one year or more, the employee must go through the probationary process.
- E. Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. An individual on a reinstatement eligibility list must maintain up-to-date contact information at the District to be eligible for reinstatement. During the first two years, a reinstated employee shall be placed at the step in the salary range, which they had at the time they were laid off. Employees reinstated after two years shall have a salary placement as though they were newly hired or promoted. Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.
- F. If an employee has been laid off for one (1) year or more, the employee must go through a new probation period upon reinstatement.
- G. Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.
- H. In the event an employee refuses reinstatement, the employees name shall be removed from the re-employment list.
- I. Employees reinstated or re-promoted shall be placed at the step, which they held at the time they were demoted, "bumped" or laid off.

Article 26 - Hire Back Procedure

- A. In no circumstance shall any member be scheduled to work more than any of the following periods without individual consent, except as stated below in section D4:
 - 1. 96 consecutive hours (4 days)
 - 2. 144 total hours (6 days), within any consecutive 192-hour period (8 days)
 - 3. 240 total hours (10 days), within any consecutive 366-hour period (14 days).
- B. Exceptions to these circumstances may be allowed on mutual aid assignments.
- C. Hire back procedure:
 - 1. Refer to "Time Off – Hire Back – Forced Shift Procedures" document. All modifications/alterations to this document shall be done with Union representation and input.

D. Miscellaneous

1. The Overtime list shall be maintained with the officer responsible for scheduling.
2. The list shall reset to zero hours for all employees on January 1st of each year.
3. If for any reason personnel on the list have equal number of hours, then hire back shall be based on seniority.
4. The individual working the overtime shift shall work in the station of the person they are replacing, unless a station 'swap' is mutually agreed upon by both affected employees and does not result in any fiscal impact on the District.
5. In the event the vacancy cannot be filled by the utilization of this policy, the Chief or their designee and the Local shall immediately be notified.

On duty personnel shall not be relieved until a replacement is found, or the order is given to close the station.

Article 27 - Duration of Memorandum of Understanding

- A. The provisions of this Memorandum of Understanding shall take effect July 1, 2022, and remain in effect through December 31, 2024, and shall be in force unless they are subsequently modified by mutual consent through the meet and confer process or modified by unilateral action by the District.
- B. If either party desires to seek modifications to the provisions of the Memorandum of Understanding, that party shall notify the other party. The requesting party shall indicate which provisions will be the subject of the request for modification. Both parties shall meet and confer in good faith in an attempt to develop the mutual consent to modify the provisions of the then current MOU.
- C. If any Article or Section of the Memorandum of Understanding or an Addendum thereto should be held invalid by operation of precedent law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding law by any governmental authority, such Article or Provision shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions, and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section. Upon the invalidation or restraint of any Article or Section of the Memorandum of Understanding, the parties shall, within thirty (30) days, meet and confer in an effort to resolve the issue.
- D. For purposes of this Article, the Arcata Fire District Board of Directors is not a "tribunal of competent jurisdiction."
- E. The obligations imposed under this agreement on Arcata Fire District shall be binding upon all of its successors-in-interest, including, but not limited to, any fire protection district or

other public entity into which Arcata Fire District is merged, or with which Arcata Fire Protection District is consolidated.

Article 28 - Management Rights

- A. Except as otherwise provided in this agreement and subject to impacts bargaining under the MMBA where required, the District retains, solely and exclusively, whether exercised or not, all express and inherent rights, powers and authority held by it, including, but not limited to the following:
1. To determine and modify the organization, size, and structure of the District.
 2. To set standards for service to be offered to the public.
 3. To direct the employees of the District in order to carry out its Mission, including the right to hire, promote, discipline or discharge employees. The District reserves the right to lay off personnel of the District at any time.
 4. To determine the procedures, as well as standards of selection and testing for employment.
 5. To schedule work, and/or overtime work as required in the manner most advantageous to the District.
 6. To transfer employees to positions within the bargaining unit.
 7. To determine policy affecting the selection or training of new employees. The District shall further determine the content of job classifications and descriptions.
 8. To establish and enforce employee performance standards.
 9. To determine the District's injury and illness prevention program and to take measures to protect and preserve the District's property.
 10. To introduce new, improved, or different methods and techniques of operation or a change in existing methods and techniques, both of which include the determination of equipment and machinery used.
 11. To determine the amount of supervision necessary.
 12. To contract for matters relating to District operations, without prior meeting and conferring, including contracting out bargaining unit work to the extent allowed by law.
 13. The District's inherent and express rights, including those herein specifically referred to that are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the Grievance Procedure herein.
 14. To take disciplinary action against employees.
- B. In rare instances of emergency or unusual circumstance, the District may, in its sole discretion, take all necessary actions to carry out its Mission, including but not limited to temporarily suspending one or more provisions of this agreement. Employees will abide by such decisions. The District will exhaust all provisions and/or restrictions of the current Agreement before taking such action and will accept grievances regarding such action.

- C. Both parties recognize that volunteers are an important adjunct to the District's emergency response force. The District will maintain a clear distinction between the District staff covered by this Agreement and the volunteers. The Local agrees to vigorously support and assist in the upgrading of that force and to assist with volunteer training and development.

- D. The District's failure to insist upon strict compliance with the terms and provisions of this Article and/or Agreement shall not be interpreted or treated as a waiver of its right to later enforce such terms and provisions. Except as otherwise described in this Article, no statements or agreements between the parties are intended to, in any way, supersede or infringe upon the rights of the Employees.

Appendix A - Definitions

Anniversary Date:	The date that marks an increment of one calendar year from the date of hire. Anniversary Date may be abbreviated A.D.
Apparatus:	Any District vehicle having a number.
Automatic Recall:	An automatic call to duty of all members caused by the occurrence of a disaster such as: earthquake, sever windstorm, floods, etc. which disrupts normal communications.
Bumping:	The process of a person of higher rank demoting to a lower rank, displacing the employee holding that lower rank.
Career Personnel:	Members of the District who are in the full-time employment of the District and are scheduled for duty on a regular basis.
Channels, Through:	The transmission of orders and communications, through the intermediate offices in ascending or descending order of rank.
Chief Officer:	District officer at the Battalion Chief level or above.
Classic Employee:	An employee hired before January 1 st , 2013, or as otherwise defined by law.
Collateral Duty:	A duty assigned to, but subordinate to a primary duty concerning specific additional responsibilities which may cross vertical organizational lines of authority, such as a firefighter or Engineer being assigned to oversee public education, hydrant maintenance, mapping, communication systems, et cetera.
Company:	Personnel assigned to apparatus.
Company Officer:	Personnel, usually a Captain, in command of a Company.
Date of Hire:	The date that any employee actually begins employment with Arcata Fire Protection District by either working his assigned shift or workday or begins his on-duty training period.

Day Shift:	Used to define an administrative workday for employees working 40 hours per week, covering the hours of 8 a.m. to 5 p.m.
Dependent Family Member:	Any person living in your household and dependent upon your care.
Dependent Survivor:	A defined by PERS and/or health insurance guidelines.
District:	The term “District” shall mean the Arcata Fire District.
Duty Officer:	The officer scheduled for emergency duty for the day; usually a Chief Officer.
Employee:	As it appears in the MOU an “employee” shall be any person employed and serving in a position or rank covered by this MOU, or any position, rank or title which would be covered by this MOU (i.e., Engineer). This shall not include any volunteer of any nature; criteria to be considered an employee need only be receipt of a regular paycheck, excluding individuals on protected leaves and shall not be in conflict with FBOR. This shall not include reimbursement and shall not include volunteers hired for strike team/coverage/out-of-county/OES assignments.
Employer:	As it appears in the MOU, the “employer” shall mean the Arcata Fire District, the Arcata Fire District Board of Directors, and the Arcata Fire District Administration.
Emergency:	A sudden or unexpected occurrence or combination of occurrences such as fire, flood, -windstorm, etc., demanding prompt action.
False Alarm:	An alarm given with malicious intent or without reasonable cause.
Fire Related Work:	Those activities related to the fire service by their inclusion in the categories of Fire Prevention, Fire Suppression, Fire Service Public Relations and Education and the “in house” areas of maintenance, training and education.
First Due Company:	The company of a first alarm assignment, which normally would arrive at a given location first.
First in Company:	The company which first arrives at the scene.
General Order:	An order issued by the Fire Chief implementing policy.

Grievance:	An allegation that the Employer has violated a specific provision of the Memorandum of Understanding.
Headquarters:	The office of the Fire Chief, the administrative center of the Fire Department and Fire District.
Hydrant Area:	A geographic area where water is supplied by means of water mains from a municipal water supplier to hydrants available for use by fire apparatus in the suppression of fires.
Immediate Family:	Includes father, mother, stepparent, brother, sister, spouse, registered domestic partner, significant other or their dependent (common domicile for a minimum of 12 months), child, stepchild, grandparent, grandchild, mother-in-law, father-in-law.
Leave of Absence:	Special leave, which may be granted in special circumstance.
Local:	As it appears in this MOU, the “Local” shall mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by the MOU. “Local” may be used interchangeably with “Union.”
Member:	When used in these regulations shall include all personnel.
Memorandum:	A transitory notice issued by the Fire Chief or other authoritative source for guidance and information of members of the District.
Mutual Aid:	Assistance provided to another fire agency on an incident, requesting additional assistance. Examples are USFS/CalFIRE strike team requests, local, state or federal requests to cover unstaffed stations or other requests to respond to an incident out of the fire district.
New Employee:	An employee hired on or after January 1 st , 2013, or as defined by law.
Non-Hydrant Area:	Any geographic area where fire hydrants supplied by a municipal water supplier are greater than one thousand (1000) feet or where hydrant flows are documented at less than 500 gallons per minute per hydrant.
Offensive Habits:	Those acts which impede effective working relationships with employees or the general public, as determined by the District.

Official Action Guide:	Consists of rules, regulations, procedures, general orders, resolutions, ordinances, and other directives, which guide members.
Officer:	Engineer, Acting Engineer, Captain, Acting Captain, or higher rank.
Platoon:	The entire firefighting personnel on duty during a prescribed period.
Primary Duty:	The duty which an officer or member is assigned which receives most of his attention.
Properly Relieved:	In order to be properly relieved the member going on duty must be properly uniformed, at the required duty station, physically able and in a mental condition that indicates the ability to assume the required duties.
Safety Employees:	All employees engaged in emergency response activities.
Shift trade:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for the total work period of one shift, or the agreed upon portion therein.
Standby:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for a period of less than one full shift.
Station:	Any engine house, District building, office, storeroom, workshop, yard, shop or place where members are assigned or employed.
Recall:	A call to duty issued by an officer requiring all personnel to report for duty to control an emergency.
Rules and Regulations:	Personnel guide for the conduct of the members.
Seniority in Rank:	A number representing the number of continuous years of service with the District within any specific rank.
Shift:	One shift shall mean a period of twenty-four (24) consecutive hours.
Special Detail:	One or more members assigned by the Fire Chief to such District service and hours of work as he may see fit during the duty shift.

Still Alarm:	An alarm received other than by District telephone, alarm system or radio.
Temporary Added Duty:	Duty for periods longer than one shift and governed by written confirmation issued at the time of occurrence such as for conferences.
Tenure:	A number representing the number of years of continuous service with the District as a full-time career firefighter.
Training Leave:	Leave granted by the District to allow employees to attend district related training. This time will not be deducted from any of the employee's time banks.
Tribunal of Competent Jurisdiction:	A court or tribunal recognized by law as possessing the right to adjudicate a controversy.
Union:	As it appears in this MOU, "Union" shall similarly mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by this MOU. "Union" may be used interchangeably with "Local."
Use of Gender:	Whenever a male or female gender is used in this MOU, it shall be construed to include male and female employees.
Visitors:	Persons in quarters who are not members of the District or not providing approved District services, unless disapproved by the District.
Volunteer Personnel:	A member of the District who does not receive any direct individual remuneration.

Appendix B - Practices

- A. Isolated deviations from the MOU and/or other District policy does not create a past practice. Past practices arise if the Parties mutually vary from this Agreement and/or policy repeatedly and consistently.
- B. The known practices of the District are as follows:
 - 1. District shall continue to provide off street parking for on-duty personnel.
 - 2. District shall provide a District owned vehicle to employees for use on District business.

3. District shall continue to provide utilities currently available at all stations.
4. District shall continue to provide and maintain all appliances currently in stations and owned by the District now in use for the preparation and storage of food.
5. District shall continue to provide and maintain cooking utensils, flatware, dishes, etc., as are currently available in stations.
6. District will provide necessary furniture such as tables, chairs, beds, mattresses, etc., as are currently available in stations.
7. District shall continue to provide necessary linens, such as dishcloths, sheets, pillowcases, blankets, etc., currently available as well as laundry services to maintain those items.
8. District will continue to provide equipment cleaning supplies such as soap, dish soap, window-cleaning items needed to maintain facilities.
9. District shall continue to provide, one each per member, of similar quality as currently available:
 - a. Food storage locker.
 - b. Full-length clothing and personal storage locker with door capable of being locked.
10. Storage of personal property at District facilities may be allowed at the discretion of the Duty Officer for short term or longer periods subject to the approval of the Fire Chief. Such storage will not be allowed to impair the needs of the District. The District assumes no liability for any personal property stored on or at District facilities.
11. Those items currently owned by the Local that are now located on District property will continue to be stored at District facilities. Any additional storage of Local property shall be subject to the discretion of the Fire Chief and subject to such limitations as may be set forth.
12. Reasonable personal use of such office machines as are available at District facilities (i.e., typewriters, computers, calculators), will be allowed.
13. District will allow reasonable use of copiers and paper at no charge by the District to user.
14. District to allow personal use of District tools in accord with loan policy.
15. Personnel shall have reasonable use of District telephones for personal calls. There will be no additional cost charged to the District for such calls.




16. District to provide, maintain and operate heating systems capable of maintaining 70-degree F temperature in all regularly occupied areas of District facilities.
17. District to provide domestic hot water (115-to-120-degree F) at all District structures provided with toilet facilities.
18. District will provide lighting in accordance with California OSHA requirements. District to provide exterior lighting to provide for safety and security for personnel, visitors and District property.
19. District shall provide safe operating tools for the maintenance of Buildings and Grounds, Equipment and for Emergency Operations.
20. District shall continue to permit members to work on personal projects at the station after 1700 hours, and on off-duty time.
21. District shall continue to allow visitation by the public, friends, family, and others on holidays, during break periods, lunch and after 1700 hours.
22. District shall allow Union meetings to be held in the District Stations, posting on Union bulletin boards shall be allowed.
23. District shall continue to post all notices offering employment received.
24. Members shall have the option of off-duty employment except if the off-duty employment impairs on-duty job performance or is limited by the Rules and Regulations, see policy.
25. The District shall allow one hour of the normal workday for physical fitness efforts.
26. Employees will be allowed to purchase groceries or conduct personal business necessary for the operation of the District during on-duty hours (i.e., return home to change uniform or retrieve equipment).
27. Mealtimes shall be adjusted due to emergencies, special details or other infringing circumstances.
28. Both the District and its employees may find it advantageous to “borrow” various tools in order to complete a project. As these tools represent a substantial investment, the following guidelines shall be followed:
 - a. No tool or piece of equipment shall be loaned for use off premise that is normally carried on mobile apparatus or used at the station if such use might delay response,
 - b. Expendable supplies such as oil, grease, wire, etc., shall not be used except as may be authorized by a Chief Officer. Expendable supplies shall be replaced forthwith,

- c. Tools borrowed to be used off premise may be approved by the Chief or his designee with proper completion of the loan form,
 - d. In the event borrowed equipment or tools should be damaged the borrowing party shall be responsible to repair or replace with equal quality as determined by the Chief or tool owner.
 - e. Unless special permission is received from the Chief, tools shall not be off premise for more than 48 hours.
 - f. Anything that is borrowed is subject to return on demand. This policy shall apply to all tools owned by the District and private tools being used on District projects. Private tools that are on the premise may be borrowed on permission of the owner only.
29. Personnel shall have the option of changing their scheduled vacation choices with the permission of the officer responsible for scheduling.
30. The District shall pay for installation and monthly charges for Cable TV to all stations.
31. On duty personnel may switch station assignment.

Appendix C - Temporary Station Residency

- A. It may be necessary or advantageous for the District to allow temporary residency of personnel at District facilities. The following general rules shall apply:
1. Residency is subject to constant review and may be terminated at any time, without notice, by the Chief or his representative.
 2. Residency privileges are granted solely for the advantage of the District in meeting its commitment to the public.
 3. Overnight residency for employees, interns, or volunteers may be approved by the responsible employee in charge of the station. That responsible employee in charge of the station must provide written documentation to the Fire Chief explaining why a person was denied overnight residency. Overnight residencies for persons not scheduled to work will be limited to one night and cannot displace a person scheduled to work from their bed at the firehouse.
 4. Overnight residency for more than one night shall require the approval of the Fire Chief and the affected station personnel.
 5. Personnel in residence, but not on scheduled duty shall receive no compensation.
 6. Personnel shall be responsible for maintaining personal hygiene and are subject to all applicable rules, regulations and procedures of the District, including discipline, up to and including termination, for violations of said rules, regulations, and procedures. Should there be any problems they shall be referred to the responsible employee in charge of the station. Employees may refer those matters, which are beyond their control to the Fire Chief with recommendation for solutions.

Appendix D - Sample Schedule

 A SHIFT							 B SHIFT							 C SHIFT						
JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		²³ ₃₀	²⁴ ₃₁	25	26	27	28	29
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			²⁴ ₃₁	25	26	27	28	29	30	28	29	30				
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		²³ ₃₀	24	25	26	27	28	29	28	29	30	31			

Ratification and Execution

- A. The District and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union's general membership and adopted in the form of a resolution by the District Board of Directors.
- B. This agreement constitutes a mutual recommendation to the District, by the parties hereto, that one or more ordinances and/or resolutions be adopted accepting its' provisions.
- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to by recommended for approval by the authorized representatives of the District and the Union and entered into **April 12, 2022**.

For Board of Directors

By _____

Randy Mendosa, President
Board of Directors
Arcata Fire Protection District

For Local 4981

By _____

Marcus Lillard, President
Arcata Professional Firefighters Local 4981

Memorandum Of Understanding
Between the
Arcata Fire Protection District
And the
Arcata Professional Firefighters Local 4981

Agreement Period
June 30~~ly~~ly 1, 2021 – December 31, 2024



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Article 1 - Recognition

- A. The District recognizes that the Arcata Professional Firefighters Local 4981 (“Local”) is the sole and exclusive representative of all employees in of the following classes: ~~FIRE CAPTAIN~~, ~~LIEUTENANTENGINEER~~, and FIREFIGHTER. The District shall only employ safety employees in these classes.
- B. The District recognizes the Employee’s participation in the following organizations:
 - 1. Humboldt County Fire/Arson Investigation Unit
 - 2. Humboldt County Fire Prevention Officers
 - 3. Humboldt County Training Officers
 - 4. Additional organizations as approved by the Fire Chief
- C. Employees in this bargaining unit are representatives of the District. These employees therefore receive Workers Compensation coverage during work time. The employee must have the Chief’s approval prior to participation in any District recognized organization and the employee shall be approved only if it is in the best interest of the Fire District.
- D. Employee’s participating in a recognized organization shall be compensated overtime for attendance greater than two hours per event. This includes but is not limited to; meetings, investigations, workshops, public events or any other function where the employee’s attendance is necessary.

Article 2 - Prevailing Rights

- A. All wages, hours, terms, and conditions of employment detailed in this agreement shall remain in full force and effect during the term of this Agreement unless changed by specifically detailed mutual consent or as required by law.

Article 3 - Seniority

- A. The District shall establish a seniority list, which shall include time in each employee’s current rank and shall be posted in the District’s electronic database.
- B. The seniority list shall be based on the order hired.
- C. The District shall keep the seniority list current at all times. Any objection to the seniority list on the basis of accuracy shall be reported to the District.
- D. For the purpose of determining vacation preference, seniority shall be the determining criteria.

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Article 4 - Retirement

A. **Tier 1:** Retirement benefits for Classic Employees hired on or before August 1, 2011, shall be derived from the contract between Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

- a. 3% at age 50, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported (Resolution 99-080)

B. **Tier 2:** Classic Employees hired after August 1, 2011, 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 55, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. One-year highest compensation
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Retired death benefit \$500.00
- o. Death benefit continuance
- p. Prior service credit
- q. Value of EPMC Reported (Resolution 99-080)

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C. **Tier 3:** Each Employee determined to be a New Member by CalPERS shall pay 50% of the normal cost as the Employee Contribution. The normal cost shall be determined by CalPERS. New Members shall have retirement benefits derived from the contract between the Arcata Fire Protection District and the Public Employees Retirement System (PERS) as outlined below:

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- a. 2.7% at age 57, full
- b. Pre-Retirement option 2W death benefit
- c. Military service credit for retired persons
- d. Military service credit as public service
- e. Public service credit Peace Corps etc.
- f. Credit for periods of layoff
- g. Credit 2 years local member
- h. Credit for unused sick leave
- i. 1959 Survivors Benefit 3rd Tier
- j. Final Compensation 3 Year
- k. 2% Post retirement adjustment
- l. Post retirement survivor allowance
- m. Post retirement survivor continuance
- n. Death benefit continuance
- o. Prior service credit

D. Nine percent (9%) of the safety employee's retirement eligible compensation shall be paid by the District to PERS as an employee contribution for "classic" members under the PEPRA pension reform statute.

E. At retirement, an employee shall be paid in full, at the employee's current hourly pay rate, for any unused vacation time or holiday(s) earned.

Article 5 – Hours of Work

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A. Fire Suppression Employees shall be assigned eight (8) work shifts within each 24-day FLSA work period.

B. The work shift for Fire Suppression Employees shall be a period of twenty-four (24) consecutive hours, starting at 0800 hours one day, and ending at 0800 hours the following day.

C. The shift schedule shall be the two consecutive days on, four consecutive days off model.

D. The standard shift schedule shall be adhered to. In cases of emergency, as determined at the District's sole discretion, the schedule may be temporarily altered to meet the requirements of the emergency.

E. The shift schedule shall be made and posted in all stations each October for the following calendar year.

~~F. Relief personnel are those employees who are not assigned to a platoon, except for vacation scheduling.~~

~~G. Changes in the relief schedule within two weeks of the coverage date shall have the relief person's approval. The District has the right to change the schedule to meet the needs of the District in unforeseen circumstances or emergencies.~~

~~H.F.~~ The District's regular business hours shall be from 0800-1700, except in the case of an emergency, special assignments or situation requiring immediate attention.

~~I.G.~~ **FLSA Work Period:**
District shift personnel are assigned to work four sets of two back-to-back twenty-four hour shifts within a 24-day FLSA work period pursuant to Section 207(k) of the Fair Labor Standards Act. As a result, employees are regularly scheduled to work 192 hours in each FLSA work period. Employees are paid an additional one-half hour at the regular rate of pay for the last ten hours of each FLSA work period as required by law.

~~J.H.~~ An employee may not take vacation leave which would force another employee to work on Christmas and Christmas Eve. However, the Fire Chief retains the right to ensure full staffing on these days.

Article 6 - Salaries

A. With the adoption of this MOU, current non-probationary employees will be placed in a step on the new wage scale with longevity pay that represents a least a 10% increase from their currently monthly base earnings. Employees in probationary status will be placed in step-1 of their current rank.

B. The base wages of represented positions shall be as set forth ~~in "F" herein~~ below.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Captain</u>	<u>Annual</u>	<u>\$67,764.00</u>	<u>\$72,108.00</u>	<u>\$76,500.00</u>	<u>\$80,700.00</u>	<u>\$85,248.00</u>
	<u>Monthly</u>	<u>\$5,647.00</u>	<u>\$6,009.00</u>	<u>\$6,375.00</u>	<u>\$6,725.00</u>	<u>\$7,104.00</u>
	<u>Bi-weekly</u>	<u>\$2,606.31</u>	<u>\$2,773.38</u>	<u>\$2,942.31</u>	<u>\$3,103.85</u>	<u>\$3,278.77</u>
	<u>Hourly</u>	<u>\$23.27</u>	<u>\$24.76</u>	<u>\$26.27</u>	<u>\$27.71</u>	<u>\$29.27</u>
						-
<u>Engineer</u>	<u>Annual</u>	<u>\$58,884.00</u>	<u>\$62,724.00</u>	<u>\$66,528.00</u>	<u>\$70,332.00</u>	<u>\$74,136.00</u>
	<u>Monthly</u>	<u>\$4,907.00</u>	<u>\$5,227.00</u>	<u>\$5,544.00</u>	<u>\$5,861.00</u>	<u>\$6,178.00</u>
	<u>Bi-weekly</u>	<u>\$2,264.77</u>	<u>\$2,412.46</u>	<u>\$2,558.77</u>	<u>\$2,705.08</u>	<u>\$2,851.38</u>
	<u>Hourly</u>	<u>\$20.22</u>	<u>\$21.54</u>	<u>\$22.85</u>	<u>\$24.15</u>	<u>\$25.46</u>

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Firefighter	Annual	\$49,596.00	\$52,800.00	\$56,004.00	\$59,196.00	\$62,400.00
	Monthly	\$4,133.00	\$4,400.00	\$4,667.00	\$4,933.00	\$5,200.00
	Bi-weekly	\$1,907.54	\$2,030.77	\$2,154.00	\$2,276.77	\$2,400.00
	Hourly	\$17.03	\$18.13	\$19.23	\$20.33	\$21.43

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C. A newly appointed employee shall begin employment at Step #1 unless the Fire Chief elects to set the wage at a higher step at his discretion. Upon satisfactory completion of the first (1st) year probationary period an employee shall progress to the next step.

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~~C.~~ A newly appointed employee shall begin employment at Step #1. Upon satisfactory completion of the first (1st) year probationary period an employee shall progress to Step #2. Step #3 shall be at the beginning of the 25th month of employment.

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A-D. Upon promotion to the next rank, a promoted employee shall be placed on the step within the range for the next rank, which most closely approximates at least a 5% increase over the promoted employee's current step.

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B-E. All employees must have been rated satisfactory on their performance evaluation prior to any salary step increases. Said evaluation should be completed within the 30 days prior to the employee's anniversary date, for the initial probationary period.

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D. Wages (Base Salary):

	Step-1	Step-2	Step-3
Firefighter	\$3,590.39	\$3,769.91	\$3,958.41
Lieutenant	\$4,156.33	\$4,364.14	\$4,582.35
Fire Captain	\$4,811.47	\$5,052.04	\$5,304.64

E-F. Deferred Compensation: The District will provide \$100.00 match per pay period for employees participating in the program.

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D-G. Pay stubs shall reflect all aspects of wages and deductions. Items which shall be included are base wages, hours and hourly rate, FLSA pay, overtime, acting out of grade, acting overtime, etc. All deductions shall be listed as well, such as all taxes, union dues (listed as such and reported as such on W-2's), and any and all other deductions.

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E-H. Regular paychecks shall be directly deposited into the employee's bank account. All other ~~checks~~ compensation, such as CTO pay down, holiday pay, etc. will ~~also be in the form of a separate check and not subject to~~ included in the direct deposit. Should an employee opt to not participate in the direct deposit,

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their check shall be available for pick up on the designated payday. In the event an employee is not taking advantage of direct deposit and desires to change and participate, they shall be allowed to with proper notice to the appropriate person responsible for payroll.

F.I. Salary survey

1. Prior to Negotiations the Local Negotiators and the District Negotiators shall meet to establish a mutually agreed upon list of acceptable comparable agencies to evaluate against for the comparison of all wages and benefits of represented positions. There shall not be more than ten total agencies (city or special district) used for comparison purposes, and not less than four agencies. This list shall compare all aspects to include, however not be limited to, wage, benefits, responsibilities, difference in classifications. These may be used as comparison, however, shall not be the sole basis for negotiations and justification neither for, nor against any position of the Local or the District.

G.J. Negotiation terms

1. Ground rules shall be established, and mutually agreed upon, by negotiating parties, prior to the initiation of negotiations.

Article 7 - Overtime

- A. Overtime is time worked beyond that indicated on the standard shift schedule (Appendix "D") including off-duty response, hire-back for full or partial shifts, District requested off duty training, District requested special detail, CALFIRE or USFS or Mutual Aid.
- B. Overtime shall be paid in accordance with the Fair Labor Standards Act and the fire suppression exemption under 29 U.S.C. section 207(k). All overtime shall be paid at a rate that is not less than one and one half (1½) times the Employee's regular rate of pay and shall be paid as special compensation. The District will continue to pay one and one-half times each employee's regular rate of pay for all hours worked when required by the FLSA. The FLSA work period will be 24 days unless the Parties agree to a different number of days. The District will determine eligibility for overtime compensation each FLSA work period based on hours in paid status.

- ~~B.C.~~ In those instances where an Employee is working ~~in a position of higher rank~~ out of class, the overtime payment shall be one and one half (1½) times the regular rate of pay for the higher rank position.

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~~C.D.~~ Personnel, who are off-duty as a result of disciplinary action, or during an investigation pending possible disciplinary action, are not eligible for overtime, shift-trade or standby work.

~~D.E.~~ Whenever an Employee is called back to duty for station coverage, post incident investigations, general alarm or other assignments from an off-duty day, the employee shall be compensated with a minimum of two (2) hours. Additional work before and/or after a scheduled shift will be paid at the overtime rate for the time actually worked. The employee is responsible for documenting non-alarm overtime by completing and submitting the appropriate form.

~~E.F.~~ All non-general alarm incidents or other overtime shall be recorded and compensated in 15-minute increments rounded up to the next quarter hour. De minimus overtime of less than 15 minutes that an employee may work on a sporadic basis is not compensable.

~~F.G.~~ Once each month an employee may convert up to 144 hours of his accumulated overtime/CTO into a cash payment by notifying the District Secretary of this choice prior to the preparation of the bi-weekly payroll. The calculation of the conversion shall be done based on the wage rates in compliance with the requirements of the FLSA. ~~Employees may not accrue more than forty-eight (48) hours of CTO without cash payout. Overtime/CTO payout shall be in the form of a separate check from the regular paycheck.~~

~~G.H.~~ A log showing Compensatory Time Off (CTO) accrual for all positions shall be kept current at Headquarters and be readily available.

~~H.I.~~ CTO may be taken as time off only when: all time off rules have been followed, and the CTO request has been voluntarily claimed, the employee may use CTO as a paid day off.

- ~~1. A number of personnel equal to, or greater than, the minimum staffing level, are scheduled to be on duty~~
- ~~2. It is convenient to the District in terms of operational ability.~~
- ~~3. The Fire Chief or his designee may approve alterations to the above~~

~~I. A request for CTO shall be submitted to the Fire Chief or his designee. Priority order of requests shall be determined by date of receipt.~~

~~J. When shift coverage is needed and coverage would incur overtime, the District shall follow the hire back procedure outlined in Article 26 of this MOU.~~

~~K. If an employee covered by this Agreement is assigned to work out of class, overtime shall be compensated as listed in section "B" above.~~

~~L.J.~~ An Employee's CTO, in excess of the 48-hour maximum, shall be paid on a quarterly basis. Prescheduled CTO days are not subject to the maximum hour

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limitation. The pay down shall occur with the first pay period of January, April, July and October.

Article 8 – Longevity Pay

A. In addition to other compensation paid for the services of employees, longevity pay for continuous and uninterrupted full-time paid service shall be applied as follows:

1. After six (6) years' service 5% adjustment to base.
2. After eight (8) years' service 5% adjustment to base.
3. After ten (10) years' service 5% adjustment to base.
4. After twelve (12) years' service 5% adjustment to base.
5. After fourteen (14) years' service 5% adjustment to base.
6. After sixteen (16) years' service 5% adjustment to base.
7. After eighteen (18) years' service 5% adjustment to base.
8. After twenty (20) years' service 5% adjustment to base.

B. The above listed percentages are cumulative.

C. Vacations, sick leave, military leave and absence authorized by the Fire Chief shall not be considered as interruption of service.

Article 9 - Shift Trades and Holdovers

- A. Shift trades and holdovers may be arranged by the employees to allow more flexible scheduling and to enable the individual to accomplish any personal business. Shift trades and holdovers may be arranged only by, and for the benefit of, the involved employees.
- B. Shift trade requests shall be initiated through the appropriate scheduling software. The necessary steps and forms shall be completed at any time prior to the initiation or start of the shift trade.

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Article 10 - Minimum Staffing

- A. The District shall exhaust all possible avenues to maintain a minimum staffing level, per shift, of ~~six-four~~ (64) full time, professional safety/suppression employees.
- B. Should any event cause the minimum staffing level to drop below ~~six-four~~ (64) the District shall recall employees to work as outlined in Article 26 of the Agreement, "Hire Back Procedure." However, the Parties prefer to have all three fire stations staffed each shift.
- C. The District shall maintain a minimum of 18 career employees, which will consist of nine (9) ~~Fire Officers~~Captains and nine (9) ~~Engineer~~/Firefighter positions.
- ~~D.~~ The District shall maintain at least one Captain on shift at all times.
- E. Each shift there can be a maximum of two employees absent. The District retains the authority to back fill all forms of absence except for compensatory time-off.
 - ~~D.1.~~ Exceptions to this rule are unplanned sick leave, unplanned workers comp leave, bereavement, leave, or unplanned military leave.

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Article 11 - Uniform Allowance

- A. All District safety employees are required to wear, while on duty, a full, distinctive uniform, including required patches and other attachments to the uniform as outlined in the uniform policy. The District shall supply the employee with all uniform requirements. The uniform allowance may only be used to purchase items as outlined in the District's Uniform Policy.
- B. The clothing allotment is \$750.00 per year for each safety employee.
- C. Work (station) boots as described in the District Uniform Policy will be replaced by the Fire District as needed.
- ~~D.~~ Uniform allowances renew on July 1 of each year and
- ~~E.~~ All clothing allotments are PERS reportable, therefore, the District shall report to PERS the total amount used by each employee.
- ~~F.~~ Clothing allotments of employees hired after January 1st, 2013 are not PERS reportable, per PEPPRA.
- ~~D.~~ Uniform allowance shall be paid out in twenty-six (the form of a separate check. Half of the allowance to be paid the first pay period of April, and the remaining half to be paid the first pay period of October each year. The pay out of the

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~~Uniform Allowance shall be in two checks of \$375 each. However, uniform allowance will be reported to CalPERS each pay period on a pro-rated basis²⁶) installments as part of the employees regular pay check.~~

- ~~A.~~ E. ~~Clothing allowances of employees hired before January 1st, 2013, are considered compensable and therefore are reported to CalPERS accordingly.~~
- ~~G.~~

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Article 12 - Insurance

~~A.~~ The District provides the following insurance benefits for employees and, in certain situation defined within this Article, their eligible family members, defined as spouse, natural or legally adopted children or others as defined by insurance contract(s).

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~~A.~~

~~B.~~ Insurance shall be provided to all employees and in certain situations defined within this Article, family members, as follows:

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~~1.~~ Major Medical Insurance: For the 2022 health plan year, the District will pay 100% of premium for the CalPERS Platinum — PERS Choice
~~C.~~ for employees and eligible dependents (Subscriber, Subscriber Plus One Dependent or Subscriber Plus Two or More Dependents). Effective with the first month of the 2023 health plan year, the District shall pay 100% of the premium for the CalPERS Gold Plan for each employee and their eligible dependents. An employee who selects a more expensive plan shall pay the difference between the CalPERS Gold Plan and the plan selected by the employee. The Parties have selected the Gold Plan for calendar year 2023 through the end of the term of the MOU.

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~~D.B.~~

~~E.~~ Dental: Benefit contracted through FDAC EBA — Delta Dental

~~F.C.~~

~~D.~~ Vision: District Self-Insured Benefit contracted through FDAC EBA

~~1.~~ The self-insured plan will discontinue on June 30, 2022

~~1.2.~~ VSP Plan B5 will be effective July 1, 2022

~~a.~~ Vision care 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.

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~~2.E.~~ Life Insurance: Benefit contracted though FDAC EBA: — Lawson & Hawks

~~a.1.~~ Employee coverage: \$50,000

~~3.~~ Life Insurance — Arthur J. Gallagher & Co.

~~a.2.~~ Spousal coverage: \$20,000

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b.3. Dependent Children: \$10,000

4.F. Disability Insurance (employee only): Benefit contracted through CSFA
—Meyers, Stevens & Toohy

5-G. Air Ambulance family membership: Cal Ore Life Flight AirMed Care

6-H. Employee Assistance Program: Horizon Health Contracted though FDAC
EBA
www.horizoncarelink.com
866.388.5632
Login: FDAC
Password: eap

G.I. Health insurance is provided to retired employees and, in certain situations defined within this Article, eligible family members dependents at District expense, as follows:

1. Major Medical Insurance: PERS Choice

a. Full time employees hired before July 1st, 2008, may enroll themselves and eligible dependents in CalPERS ChoiceGold 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/her enrollment, and the enrollment of any eligible dependents, in CalPERS ChoiceGold, 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 each employee hired before July 1st, 2008 who chooses to enroll in CalPERS ChoiceGold with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee and his/her dependents, if any, in CalPERS ChoiceGold.

b. Full time employees hired on or after July 1st, 2008, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. The District will, on a [monthly] basis, provide each employee hired after July 1st, 2008, who chooses to enroll in

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CalPERS ~~ChoiceGold~~ 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 in CalPERS ~~ChoiceGold~~.

c. Employees hired on or after July 21st, 2015, are not eligible for post-retirement dependent medical benefits. However, the District shall allow employees to add eligible dependents at their own expense. The District will contribute to CalPERS the minimum amount necessary to pay the cost of his/her enrollment up to a maximum of the amount equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. This District will, on a ~~monthly~~ basis, provide each employee hired after July 1st, 2015, who chooses to enroll in CalPERS ~~ChoiceGold~~ with a check issued in the appropriate amount to pay for the difference between the District's minimum contribution to CalPERS required under Section 22892(b)(1) of the PEMHCA and the full cost of enrollment of the employee in CalPERS ~~ChoiceGold~~. This benefit shall continue until the employee reaches the Medicare enrollment age and successfully enrolls in Medicare; at such time the benefit shall terminate. Employees shall be required to enroll in Medicare at such time as they reach the Medicare enrollment age. The District shall cover all enrollment costs and/or fees for the transition from District provided insurance to Medicare, such as but not limited to application, enrollment, processing fees.

2. To qualify for retiree health benefits, employees must meet the definition of an "annuitant" as defined by the PEMHCA. Eligibility of family members following the death of a retired employee will be determined pursuant to CalPERS' regulations and policies, including the PEMHCA.

Article 13 - Training Requests

A. District Required and District Needed training attendance will be compensated at the Employee's regular or overtime wage as specified in the MOU for the time spent in class and time spent traveling directly to and from the class. Travel expenses including but not limited to transportation, lodging and per diem will also be the responsibility of the District subject to applicable law and policy.

Article 14 - Holidays

A. On January 1st of each year, ~~safety personnel~~employees working 24-hour shifts shall be granted eight (8) floating holidays to be as time off or as cash payout.

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B. If the compensation is by cash payout, it shall be paid out in the form of a separate check from the regular paycheck in the first pay period of June (4 shifts) each year and the first pay period of December (4 shifts).

C. ~~Safety personnel~~Employees working a 40-hour workweek shall be granted five (5) "floating" holidays in addition to the eleven days the office is closed for holidays. These may be taken as time off or cash payment. If cash payment is requested, it will be paid in June and December each year. The recognized eleven days the office is closed are:

- | | |
|--|----------------------------|
| 1. January 1 st | New Year's Day |
| 2. Third Monday in January | Martin Luther King Jr. Day |
| 3. Third Monday in February | President's Day |
| 4. Last Monday in May | Memorial Day |
| 5. July 4 th | Independence Day |
| 6. First Monday in September | Labor Day |
| 7. November 11 th | Veteran's Day |
| 8. Last Thursday in November | Thanksgiving Day |
| 9. Friday following Thanksgiving Day | |
| 10. December 24 th | Christmas Eve Day |
| 11. December 25 th | Christmas Day |
| 12. Any other day specially declared a National or State holiday and observed as a legal holiday by the District Board | |

D. 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.

Article 15 - Vacations

A. Except for the following classes of employees, all employees shall be entitled to regularly scheduled shifts off each year as a result of vacation:

1. Employees still serving the probationary period.
2. Temporary or part time employees.

B. No Employee shall 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.

C. Any Employee who is entitled to vacation leave at the time of retirement or separation shall receive one (1) hour of pay (base + longevity) for each unused hour of vacation leave. In the event that the employee is entitled to vacation leave at the time of his death, his dependent survivors as defined in the glossary shall receive a payout on the same basis. Employees shall not use vacation leave

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during the two-month period immediately preceding his or her effective date of retirement, unless approved by the Fire Chief.

~~D. The regularly scheduled working shifts that are subject to vacation shall be the same shifts as referred to in Appendix D of the MOU.~~

~~E.D.~~ _____ Vacation shifts shall be considered to be earned based on the following schedule:

	Employees Assigned to a Fire Suppression Schedule	Employees Assigned to a 40 hour per week Administrative Schedule
After 1 year	6 – 24-hour shifts	12 – 8-hour days
After 5 years	7 – 24-hour shifts	14 – 8-hour days
After 10 years	8 – 24-hour shifts	16 – 8-hour days
After 15 years	9 – 24-hour shifts	18 – 8-hour days
After 20 years	10 – 24-hour shifts	20 – 8-hour days
After 25 years	11 – 24-hour shifts	22 – 8-hour days
After 30 years	12 – 24-hour shifts	24 – 8-hour days
After 35 years	13 – 24-hour shifts	26 – 8-hour days
After 40 years	14 – 24-hour shifts	28 – 8-hour days

~~F.E.~~ _____ Vacations shall be chosen on a seniority basis for the first three (3) choices.

~~G.F.~~ _____ The vacation schedule list shall be posted on the server by ~~November-October~~ 1st.

~~H.G.~~ _____ Beginning November 1st, each eligible Employee shall have seven (7) calendar days to post the employee's first vacation choice with this process beginning with the senior Employee and progressing on through each Employee until all have made their first choice.

~~I.H.~~ _____ Once all eligible Employees have made their first selection, the senior Employee will have seven (7) days to make a second pick and start the process over until all employees have had the opportunity to select three (3) vacation periods.

~~J.I.~~ After each Employee selects their days, they shall make note of their selection on the appropriate form, submit a time off request to the person responsible for scheduling and shall verbally notify the next person on the list.

~~K.J.~~ In the event that an Employee does not make their selection within the seven (7) day period, they forfeit their chance to make this selection, and the balance of the other Employees shall make their choices in order until the round of selection is completed. At this point, the Employee who passed on the opportunity to select shall be allowed to post his choice of the remaining days.

~~L.K.~~ The seven (7) day limit shall be extended by the time period an Employee who would normally select is on vacation, sick leave, or District special assignment.

~~M.L.~~ The seven (7) day limit may also be waived with the consent of all other Employee.

~~N.M.~~ Fourth and subsequent vacation choices shall be scheduled without regard to rank or seniority. Requests shall be forwarded in writing to the Fire Chief or his/her Designee who will schedule the request based on coverage availability and the order of their receipt.

~~O.N.~~ The following limitations shall apply to vacations:

1. A vacation request must be submitted on or before the 15th of the month preceding the time off. The request will not be approved if two other Employees are already scheduled on leave. The Fire Chief or Designee may grant an exception to the above provision.
2. A maximum of two consecutive shifts shall be taken in one vacation pick. Picks of more than two shifts shall be allowed with consent of all other Employees on the same platoon and shall be considered two picks.
3. Every effort should be made to use the accumulated time in the year earned.

~~O.~~ Employees shall be allowed to hold over unused vacations hours.

~~4.1.~~ Employees assigned to shift work can hold over six hundred (600) hours, twenty five (25) shifts of vacation.

~~P.2.~~ Employees assigned to a 40-hour workweek can hold over four hundred (400) hours.

~~Q.~~ Safety personnel on a 40-hour workweek shall be allowed to hold over fifty (50) days of vacation.

~~R.P.~~ Time accrued in excess of the above limits shall be paid out at straight time with the first pay period in January.

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~~S.O.~~ A log showing vacation accrual for all positions shall be kept current at Headquarters and be readily available upon request.

Article 16 - Sick Leave

A. Personal Sick Leave:

1. Sick leave with pay will be granted by the District at the rate of twelve (12) hours per month. Sick leave shall not be considered to be an entitlement, which an employee may use at his/her discretion but shall be allowed only in case of necessity in actual sickness or disability.
2. In order to receive sick leave compensation while absent from work, the employee shall make every reasonable effort to notify his/her supervisor prior to the start of the workday.
3. There shall be no limitation on the accrual of unused sick leave.
4. Should an emergency arise during the work period, sick leave hours will be deducted as used and recorded.
5. All applicable FMLA/CFRA/PDL/PFL statutes will be available and applicable provisions abided by, by the District and the employees.
6. Employees may use paid sick leave for their own illness and/or the illness of their spouse, registered domestic partner, parent, dependent child or any other family relationship required by law. The District may verify the validity of the sick leave to the extent allowed by law.

Article 17 - Bereavement Leave

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three shifts per year, this leave will not be cumulative. If additional bereavement leave is needed, the employee may use accumulated sick leave.
- B. All leaves of absence for family death shall require approval of the Chief. In granting family death leave, only time of for funeral arrangements and service, travel time to the location of the funeral and a maximum of one extra day shall be considered. In order to receive time off for family death leave, the employee shall notify the Chief or his designee prior to the beginning of the effected workday.

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Article 18 - Catastrophic Leave

- A. The District will provide a Catastrophic Leave policy allowing employees to assist other employees through allowed leave donations.

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Article 19 - Duty Officer Coverage

- A. The Local recognizes that the Captain's position may occasionally serve as the District Duty Officer in the absence of a Chief Officer.
- B. Acting Duty Officer shall be a voluntary assignment for the Career Captain position only, wherein ~~an off-duty~~ the employee in that position has the primary responsibility of performing administrative duties and managing suppression personnel at all incidents.
- C. Hire back procedures:
 - 1. The Fire Chief shall maintain the list of qualified personnel.
 - 2. The assignment will be offered to the individual with the fewest accepted Acting Duty Officer hours. If for any reason two individuals have equal number of hours, then the offer will be based on seniority.
 - 3. Contact must be verbally made with the individual, using the one of the 2 phone numbers listed on the District phone list.
 - 4. If no contact was made continue to the next individual with next fewest hours.
 - 5. The list shall reset to zero hours on January 1st of each year.

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- ~~D.~~ D. Compensation for a Captain acting as the Duty Officer shall be set at 10% over the employee's base wage. While covering the duty, and not actively participating in either incident response or other duties that a duty officer would perform in their normal capacity, the employee will make 25% of their base wage. (1/4 time standby)step one Shift Battalion Chief.

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- ~~D.E.~~ D.E. There will be a minimum of two (2) hours compensated time per duty assignment.

- ~~E.F.~~ E.F. The employee working the Duty Coverage will be responsible for tracking and documenting his/her time by completing and submitting the appropriate form.

- ~~F.G.~~ F.G. Compensation shall be rendered on the payday for which pay-period the duty was covered in.

- ~~G.H.~~ G.H. The Employee will use the assigned District vehicle for coverage and training.

H. The Parties anticipate completing a side letter to this Agreement concerning Duty Officer Coverage that will supplement or replace this Article.

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Article 20 - Physical Fitness Program

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A. Every year each ~~represented member~~employee shall be eligible for compensation for completion of the USFS Work Capacity Test. This test shall be completed on a ~~fixed~~ track, not a treadmill. The compensation shall be in the amount of ~~\$250~~400, shall be ~~PERS~~Sable-compensable and reported to CalPERS accordingly. To receive the compensation the ~~represented member~~employee shall complete the test prior to May 1st of each year. Each ~~represented member~~employee will only be eligible for compensation once per year and it shall be paid out with the first pay period of July of each year.

~~1. Effective June 2020, and every year thereafter, the compensation shall be in the amount of \$400.~~

B. Participation is completely optional at the sole discretion of the ~~represented member~~employee.

1. Successfully complete the USFS Work Capacity Test to the "Arduous" standard as defined by (and found at): <https://www.fs.fed.us/managing-land/fire/safety/wct> which is commonly referred to as the "Pack Test." Verification of completion of the pack test shall be in the form of an e-mail to the District Business Manager with a copy to the ~~Employee's~~ Battalion Operations Chief, which will state date, location and individuals who participated and successfully completed the test, times need not be reported.

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C. Under no circumstances shall non-participation result in any nature of reduction in work, regular shifts, disciplinary process or consideration in any way with regards to an annual performance evaluation. ~~Represented members~~Employees are encouraged to participate, however there is no requirement to participate.

Article 22 - Assignment Out of Grade

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A. The Fire Chief may fill a temporary position.

B. An Employee, selected to fill a temporary position shall be appointed from a current promotional eligibility list. In the absence of a current promotional eligibility list, the Employee with seniority in rank from the next lower rank shall receive the temporary appointment.

C. If the temporary position is more than 90 days, the District Board must review the position.

- D. The temporary position shall receive a temporary wage increase. The adjusted temporary wage shall be the amount of the first step of the wage for the position being filled.
- E. Step increases shall be given at the same interval as a permanent employee holding the same position. In the event that an employee is subsequently demoted (not for cause) to their previously held rank and within six months is re-promoted to the same position, said employee shall assume the same pay rate as they previously held while in that position.
- F. Time served in an interim assignment in a higher rank will count towards the probationary period if the employee is promoted to that higher rank with no break between the interim assignment and the promotion.

Article 23 - Separation from Employment

- A. An Employee separating for non-retirement and/or non-disciplinary reasons shall be paid in full for all accrued and unused vacation, holiday and accrued CTO. These hours shall be paid according to rates listed in this Agreement, and pro-rated accordingly.
- B. In the event of work-related death, the Employee’s dependent survivor will receive 100% of the employee’s accrued leaves as a cash payment regardless of tenure.
 - 1. Pay out of accrued leaves will be paid at the employee’s hourly base rate of pay then in effect.
- C. The cash payment shall be disbursed to the separating Employee via:
 - 1. Lump sum cash payment (less applicable taxes) or
 - 2. Deposited to the Employee’s deferred compensation account (as allowed under terms and conditions of the plan and the Internal Revenue Service regulations) or
 - 3. A combination of both options, at the election of the Employee or dependent survivor.
- D. Opportunities for exit interviews will be provided to all Employees separating from the District.

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Article 24 - Layoff Procedure

- A. Layoff lists shall be prepared by the Fire Chief based on length of service. For the purpose of determining the list, these elements shall be applied in the following order:
 - 1. Length of service.

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2. Last person hired shall be the first laid off. In the event that more than one employee has the same hiring date, layoff shall be by placement of the original (hiring list) entry position with the Department.
- B. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years for both positions as seniority credit to establish position on lower classifications layoff list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving. Seniority credit will be based on years of service or prorate of years of service based on twelve (12) months per year.
 - C. In the event the contemplated layoff of employees involves those represented by the Local, the District shall provide wherever possible, at least ninety (90) calendar day's written notice of such.
 - D. Employees bumped shall be placed on a permanent promotional eligibility list for the prior rank held, provided they are regular, full-time employees of the District at the time the vacancy occurs. If a re-promoted employee has been working at a lower rank for one year or more, the employee must go through the probationary process.
 - E. Employees who are laid off shall be placed on a reinstatement eligibility list for five (5) years. An individual on a reinstatement eligibility list must maintain up-to-date contact information at the District to be eligible for reinstatement. During the first two years, a reinstated employee shall be placed at the step in the salary range, which they had at the time they were laid off. Employees reinstated after two years shall have a salary placement as though they were newly hired or promoted. Vacation accrual rates shall only be reinstated to an employee within two (2) years of being laid off.
 - F. If an employee has been laid off for one (1) year or more, the employee must go through a new probation period upon reinstatement.
 - G. Except as provided above, an employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.
 - H. In the event an employee refuses reinstatement, the employees name shall be removed from the re-employment list.
 - I. Employees reinstated or re-promoted shall be placed at the step, which they held at the time they were demoted, "bumped" or laid off.

Article 26 - Hire Back Procedure

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A. In no circumstance shall any member be scheduled to work more than any of the following periods without individual consent, except as stated below in section D4:

1. 96 consecutive hours (4 days)
2. 144 total hours (6 days), within any consecutive 192-hour period (8 days)
3. 240 total hours (10 days), within any consecutive 366-hour period (14 days).

B. Exceptions to these circumstances may be allowed on mutual aid assignments.

C. Hire back procedure:

1. Refer to “Time Off – Hire Back – Forced Shift Procedures” document. All modifications/alterations to this document shall be done with Union representation and input.

D. Miscellaneous

1. The Overtime list shall be maintained with the officer responsible for scheduling.
2. The list shall reset to zero hours for all employees on January 1st of each year.
3. If for any reason personnel on the list have equal number of hours, then hire back shall be based on seniority.
4. The individual working the overtime shift shall work in the station of the person ~~he or she~~ they are replacing, unless a station ‘swap’ is mutually agreed upon by both affected ~~members~~ employees and does not result in any fiscal impact on the District.
5. In the event the vacancy cannot be filled by the utilization of this policy, the Chief or their designee and the Local shall immediately be notified.

On duty personnel shall not be relieved until a replacement is found, or the order is given to close the station.

Article 27 - Duration of Memorandum of Understanding

A. The provisions of this Memorandum of Understanding shall take effect ~~July 1~~ July 1, 2021, ~~2018~~, and remain in effect through December 31, ~~2020~~ 2024, and shall be in force unless they are subsequently modified by mutual consent through the meet and confer process or modified by unilateral action by the District.

B. If either party desires to seek modifications to the provisions of the Memorandum of Understanding, that party shall notify the other party. The requesting party shall indicate which provisions will be the subject of the request for modification. Both

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parties shall meet and confer in good faith in an attempt to develop the mutual consent to modify the provisions of the then current MOU.

- C. If any Article or Section of the Memorandum of Understanding or an Addendum thereto should be held invalid by operation of precedent law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding law by any governmental authority, such Article or Provision shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions, and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section. Upon the invalidation or restraint of any Article or Section of the Memorandum of Understanding, the parties shall, within thirty (30) days, meet and confer in an effort to resolve the issue.
- D. For purposes of this Article, the Arcata Fire District Board of Directors is not a “tribunal of competent jurisdiction.”
- E. The obligations imposed under this agreement on Arcata Fire District shall be binding upon all of its successors-in-interest, including, but not limited to, any fire protection district or other public entity into which Arcata Fire District is merged, or with which Arcata Fire Protection District is consolidated.

Article 28 - Management Rights

- A. Except as otherwise provided in this agreement and subject to impacts bargaining under the MMBA where required, the District retains, solely and exclusively, whether exercised or not, all express and inherent rights, powers and authority held by it, including, but not limited to the following:
 - 1. To determine and modify the organization, size, and structure of the District.
 - 2. To set standards for service to be offered to the public.
 - 3. To direct the employees of the District in order to carry out its Mission, including the right to hire, promote, discipline or discharge employees. The District reserves the right to lay off personnel of the District at any time.
 - 4. To determine the procedures, as well as standards of selection and testing for employment.
 - 5. To schedule work, and/or overtime work as required in the manner most advantageous to the District.
 - 6. To transfer employees to positions within the bargaining unit.
 - 7. To determine policy affecting the selection or training of new employees. The District shall further determine the content of job classifications and descriptions.
 - 8. To establish and enforce employee performance standards.

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9. To determine the District's injury and illness prevention program and to take measures to protect and preserve the District's property.
 10. To introduce new, improved, or different methods and techniques of operation or a change in existing methods and techniques, both of which include the determination of equipment and machinery used.
 11. To determine the amount of supervision necessary.
 12. To contract for matters relating to District operations, without prior meeting and conferring, including contracting out bargaining unit work to the extent allowed by law.
 13. The District's inherent and express rights, including those herein specifically referred to that are not expressly modified or restricted by a specific provision hereof, are not in any way, directly or indirectly, subject to meeting and conferring or the Grievance Procedure herein.
 14. To take disciplinary action against employees.
- B. In rare instances of emergency or unusual circumstance, the District may, in its sole discretion, take all necessary actions to carry out its Mission, including but not limited to temporarily suspending one or more provisions of this agreement. Employees will abide by such decisions. The District will exhaust all provisions and/or restrictions of the current Agreement before taking such action and will accept grievances regarding such action.
- C. Both parties recognize that volunteers are an important adjunct to the District's emergency response force. The District will maintain a clear distinction between the District staff covered by this Agreement and the volunteers. The Local agrees to vigorously support and assist in the upgrading of that force and to assist with volunteer training and development.
- D. The District's failure to insist upon strict compliance with the terms and provisions of this Article and/or Agreement shall not be interpreted or treated as a waiver of its right to later enforce such terms and provisions. Except as otherwise described in this Article, no statements or agreements between the parties are intended to, in any way, supersede or infringe upon the rights of the Employees.

Appendix A - Definitions

Anniversary Date:	The date that marks an increment of one calendar year from the date of hire. Anniversary Date may be abbreviated A.D.
Apparatus:	Any District vehicle having a number.
Automatic Recall:	An automatic call to duty of all members caused by the occurrence of a disaster such as: earthquake, sever windstorm, floods, etc. which disrupts normal communications.
Bumping:	The process of a person of higher rank demoting to a lower rank, displacing the employee holding that lower rank.
Career Personnel:	Members of the District who are in the full-time employment of the District and are scheduled for duty on a regular basis.
Channels, Through:	The transmission of orders and communications, through the intermediate offices in ascending or descending order of rank.
Chief Officer:	District officer at the Battalion Chief level or above.
Classic Employee:	An employee hired before January 1 st , 2013, or as otherwise defined by law.
Collateral Duty:	A duty assigned to, but subordinate to a primary duty concerning specific additional responsibilities which may cross vertical organizational lines of authority, such as a firefighter or Lieutenant/Engineer being assigned to oversee public education, hydrant maintenance, mapping, communication systems, et cetera.
Company:	Personnel assigned to apparatus.
Company Officer:	Personnel, usually a Captain, in command of a Company.
Date of Hire:	The date that any employee actually begins employment with Arcata Fire Protection District by

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	either working his assigned shift or workday or begins his on-duty training period.
Day Shift:	Used to define an administrative workday for Safety E mployees working 40 hours per week, covering the hours of 8 a.m. to 5 p.m.
Dependent Family Member:	Any person living in your household and dependent upon your care.
Dependent Survivor:	A defined by PERS and/or health insurance guidelines.
District:	The term “District” shall mean the Arcata Fire District.
Duty Officer:	The officer scheduled for emergency duty for the day; usually a Chief Officer.
Employee:	As it appears in the MOU an “employee” shall be any person employed and serving in a position or rank covered by this MOU, or any position, rank or title which would be covered by this MOU (i.e., Engineer). This shall not include any volunteer of any nature; criteria to be considered an employee need only be receipt of a regular paycheck, excluding individuals on protected leaves and shall not be in conflict with FBOR. This shall not include reimbursement and shall not include volunteers hired for strike team/coverage/out-of-county/OES assignments.
Employer:	As it appears in the MOU, the “employer” shall mean the Arcata Fire District, the Arcata Fire District Board of Directors, and the Arcata Fire District Administration.
Emergency:	A sudden or unexpected occurrence or combination of occurrences such as fire, flood, -windstorm, etc., demanding prompt action.
False Alarm:	An alarm given with malicious intent or without reasonable cause.
Fire Related Work:	Those activities related to the fire service by their inclusion in the categories of Fire Prevention, Fire Suppression, Fire Service Public Relations and

	Education and the “in house” areas of maintenance, training and education.
First Due Company:	The company of a first alarm assignment, which normally would arrive at a given location first.
First in Company:	The company which first arrives at the scene.
General Order:	An order issued by the Fire Chief implementing policy.
Grievance:	An allegation that the Employer has violated a specific provision of the Memorandum of Understanding.
Headquarters:	The office of the Fire Chief, the administrative center of the Fire Department and Fire District.
Hydrant Area:	A geographic area where water is supplied by means of water mains from a municipal water supplier to hydrants available for use by fire apparatus in the suppression of fires.
Immediate Family:	Includes father, mother, stepparent, brother, sister, spouse, registered domestic partner, significant other or their dependent (common domicile for a minimum of 12 months), child, stepchild, grandparent, grandchild, mother-in-law, father-in-law.
Leave of Absence:	Special leave, which may be granted in special circumstance.
Local:	As it appears in this MOU, the “Local” shall mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by the MOU. “Local” may be used interchangeably with “Union.”
Member:	When used in these regulations shall include all personnel.
Memorandum:	A transitory notice issued by the Fire Chief or other authoritative source for guidance and information of members of the District.

Mutual Aid:	Assistance provided to another fire agency on an incident, requesting additional assistance. Examples are USFS/CalFIRE strike team requests, local, state or federal requests to cover unstaffed stations or other requests to respond to an incident out of the fire district.
New Employee:	An employee hired on or after January 1 st , 2013, or as defined by law.
Non-Hydrant Area:	Any geographic area where fire hydrants supplied by a municipal water supplier are greater than one thousand (1000) feet or where hydrant flows are documented at less than 500 gallons per minute per hydrant.
Offensive Habits:	Those acts which impede effective working relationships with employees or the general public, as determined by the District.
Official Action Guide:	Consists of rules, regulations, procedures, general orders, resolutions, ordinances, and other directives, which guide members.
Officer:	LieutenantEngineer , Acting LieutenantEngineer , Captain, Acting Captain, or higher rank.
Platoon:	The entire firefighting personnel on duty during a prescribed period.
Primary Duty:	The duty which an officer or member is assigned which receives most of his attention.
Properly Relieved:	In order to be properly relieved the member going on duty must be properly uniformed, at the required duty station, physically able and in a mental condition that indicates the ability to assume the required duties.
Safety Employees:	All employees engaged in emergency response activities.
Shift trade:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for the total work period of one shift, or the agreed upon portion therein.

Standby:	The practice of an employee arranging for another employee to act as a replacement for a scheduled employee for a period of less than one full shift.
Station:	Any engine house, District building, office, storeroom, workshop, yard, shop or place where members are assigned or employed.
Recall:	A call to duty issued by an officer requiring all personnel to report for duty to control an emergency.
Rules and Regulations:	Personnel guide for the conduct of the members.
Seniority in Rank:	A number representing the number of continuous years of service with the District within any specific rank.
Shift:	One shift shall mean a period of twenty-four (24) consecutive hours.
Special Detail:	One or more members assigned by the Fire Chief to such District service and hours of work as he may see fit during the duty shift.
Still Alarm:	An alarm received other than by District telephone, alarm system or radio.
Temporary Added Duty:	Duty for periods longer than one shift and governed by written confirmation issued at the time of occurrence such as for conferences.
Tenure:	A number representing the number of years of continuous service with the District as a full-time career firefighter.
Training Leave:	Leave granted by the District to allow employees to attend district related training. This time will not be deducted from any of the employee's time banks.
Tribunal of Competent Jurisdiction:	A court or tribunal recognized by law as possessing the right to adjudicate a controversy.

Union:	As it appears in this MOU, “Union” shall similarly mean the Arcata Professional Firefighters, Local 4981 and/or those employees or positions covered by this MOU. “Union” may be used interchangeably with “Local.”
Use of Gender:	Whenever a male or female gender is used in this MOU, it shall be construed to include male and female employees.
Visitors:	Persons in quarters who are not members of the District or not providing approved District services, unless disapproved by the District.
Volunteer Personnel:	A member of the District who does not receive any direct individual remuneration.

Appendix B - Practices

- A. Isolated deviations from the MOU and/or other District policy does not create a past practice. Past practices arise if the Parties mutually vary from this Agreement and/or policy repeatedly and consistently.
- B. The known practices of the District are as follows:
1. District shall continue to provide off street parking for on-duty personnel.
 2. District shall provide a District owned vehicle to employees for use on District business.
 3. District shall continue to provide utilities currently available at all stations.
 4. District shall continue to provide and maintain all appliances currently in stations and owned by the District now in use for the preparation and storage of food.
 5. District shall continue to provide and maintain cooking utensils, flatware, dishes, etc., as are currently available in stations.
 6. District will provide necessary furniture such as tables, chairs, beds, mattresses, etc., as are currently available in stations.
 7. District shall continue to provide necessary linens, such as dishcloths, sheets, pillowcases, blankets, etc., currently available as well as laundry services to maintain those items.

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8. District will continue to provide equipment cleaning supplies such as soap, dish soap, window-cleaning items needed to maintain facilities.
9. District shall continue to provide, one each per member, of similar quality as currently available:
 - a. Food storage locker.
 - b. Full-length clothing and personal storage locker with door capable of being locked.
10. Storage of personal property at District facilities may be allowed at the discretion of the Duty Officer for short term or longer periods subject to the approval of the Fire Chief. Such storage will not be allowed to impair the needs of the District. The District assumes no liability for any personal property stored on or at District facilities.
11. Those items currently owned by the Local that are now located on District property will continue to be stored at District facilities. Any additional storage of Local property shall be subject to the discretion of the Fire Chief and subject to such limitations as may be set forth.
12. Reasonable personal use of such office machines as are available at District facilities (i.e., typewriters, computers, calculators), will be allowed.
13. District will allow reasonable use of copiers and paper at no charge by the District to user.
14. District to allow personal use of District tools in accord with loan policy.
15. Personnel shall have reasonable use of District telephones for personal calls. There will be no additional cost charged to the District for such calls.
16. District to provide, maintain and operate heating systems capable of maintaining 70-degree F temperature in all regularly occupied areas of District facilities.
17. District to provide domestic hot water (115-to-120-degree F) at all District structures provided with toilet facilities.
18. District will provide lighting in accordance with California OSHA requirements. District to provide exterior lighting to provide for safety and security for personnel, visitors and District property.

19. District shall provide safe operating tools for the maintenance of Buildings and Grounds, Equipment and for Emergency Operations.
20. District shall continue to permit members to work on personal projects at the station after 1700 hours, and on off-duty time.
21. District shall continue to allow visitation by the public, friends, family, and others on holidays, during break periods, lunch and after 1700 hours.
22. District shall allow Union meetings to be held in the District Stations, posting on Union bulletin boards shall be allowed.
23. District shall continue to post all notices offering employment received.
24. Members shall have the option of off-duty employment except if the off-duty employment impairs on-duty job performance or is limited by the Rules and Regulations, see policy.
25. The District shall allow one hour of the normal workday for physical fitness efforts.
26. Employees will be allowed to purchase groceries or conduct personal business necessary for the operation of the District during on-duty hours (i.e., return home to change uniform or retrieve equipment).
27. Mealtimes shall be adjusted due to emergencies, special details or other infringing circumstances.
28. Both the District and its employees may find it advantageous to “borrow” various tools in order to complete a project. As these tools represent a substantial investment, the following guidelines shall be followed:
 - a. No tool or piece of equipment shall be loaned for use off premise that is normally carried on mobile apparatus or used at the station if such use might delay response,
 - b. Expendable supplies such as oil, grease, wire, etc., shall not be used except as may be authorized by a Chief Officer. Expendable supplies shall be replaced forthwith,
 - c. Tools borrowed to be used off premise may be approved by the Chief or his designee with proper completion of the loan form,
 - d. In the event borrowed equipment or tools should be damaged the borrowing party shall be responsible to repair or replace with equal quality as determined by the Chief or tool owner.
 - e. Unless special permission is received from the Chief, tools shall not be off premise for more than 48 hours.

f. Anything that is borrowed is subject to return on demand. This policy shall apply to all tools owned by the District and private tools being used on District projects. Private tools that are on the premise may be borrowed on permission of the owner only.

29. Personnel shall have the option of changing their scheduled vacation choices with the permission of the officer responsible for scheduling.

30. The District shall pay for installation and monthly charges for Cable TV to all stations.

31. On duty personnel may switch station assignment.

DRAFT

Appendix C - Temporary Station Residency

- A. It may be necessary or advantageous for the District to allow temporary residency of personnel at District facilities. The following general rules shall apply:
1. Residency is subject to constant review and may be terminated at any time, without notice, by the Chief or his representative.
 2. Residency privileges are granted solely for the advantage of the District in meeting its commitment to the public.
 3. Overnight residency for employees, interns, or volunteers may be approved by the responsible employee in charge of the station. That responsible employee in charge of the station must provide written documentation to the Fire Chief explaining why a person was denied overnight residency. Overnight residencies for persons not scheduled to work will be limited to one night and cannot displace a person scheduled to work from their bed at the firehouse.
 4. Overnight residency for more than one night shall require the approval of the Fire Chief and the affected station personnel.
 5. Personnel in residence, but not on scheduled duty shall receive no compensation.
 6. Personnel shall be responsible for maintaining personal hygiene and are subject to all applicable rules, regulations and procedures of the District, including discipline, up to and including termination, for violations of said rules, regulations, and procedures. Should there be any problems they shall be referred to the responsible employee in charge of the station. Employees may refer those matters, which are beyond their control to the Fire Chief with recommendation for solutions.

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Appendix D - Sample Schedule

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A SHIFT							B SHIFT							C SHIFT						
JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1							1	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		²³ ₃₀	²⁴ ₃₁	25	26	27	28	29
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			²⁴ ₃₁	25	26	27	28	29	30	28	29	30				
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		²³ ₃₀	24	25	26	27	28	29	28	29	30	31			

Ratification and Execution

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- A. The District and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union’s general membership and adopted in the form of a resolution by the District Board of Directors.
- B. This agreement constitutes a mutual recommendation to the District, by the parties hereto, that one or more ordinances and/or resolutions be adopted accepting its’ provisions.
- C. Subject to the foregoing, this Memorandum of Understanding is hereby agreed to by recommended for approval by the authorized representatives of the District and the Union and entered into _____.

For Board of Directors

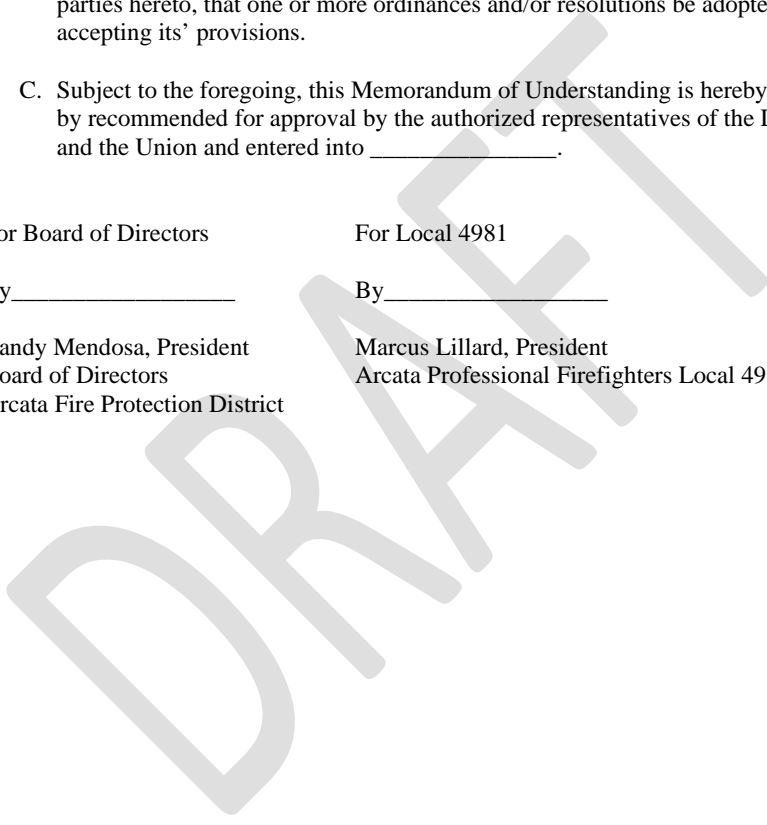
For Local 4981

By _____

By _____

Randy Mendosa, President
Board of Directors
Arcata Fire Protection District

Marcus Lillard, President
Arcata Professional Firefighters Local 4981





Resolution Number: 22-261

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS
ADOPTING A NEW MASTER SALARY SCHEDULE EFFECTIVE APRIL 3, 2022**

WHEREAS, the Arcata Fire District Board on March 24, 2022, tentatively agreed to the proposed Memorandum of Understanding (MOU) between the District and the Firefighters Local 4981; and

WHEREAS, the Arcata Fire District Board on April 12, 2022, approved the new MOU for the duration of July 1, 2021 - December 31, 2024; and

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 effective date of the new master salary will be retroactive to April 3, 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: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

ARCATA FIRE DISTRICT

BASE SALARY SCHEDULE

Effective 04/03/22

Pay Code	Classification		Range					
			Step 1	Step 2	Step 3	Step 4	Step 5	
FULL-TIME POSITONS								
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 ^{1,2,3,4,5,10,13}	48 / 96 shift (2912 Annual Hours)	Annual	\$67,764.00	\$72,108.00	\$76,500.00	\$80,700.00	\$85,248.00
			Monthly	\$5,647.00	\$6,009.00	\$6,375.00	\$6,725.00	\$7,104.00
			Bi-weekly	\$2,606.31	\$2,773.38	\$2,942.31	\$3,103.85	\$3,278.77
			Hourly	\$23.27	\$24.76	\$26.27	\$27.71	\$29.27
D	Engineer ^{1,2,3,5,9,10,13}	48 / 96 shift (2912 Annual Hours)	Annual	\$58,884.00	\$62,724.00	\$66,528.00	\$70,332.00	\$74,136.00
			Monthly	\$4,907.00	\$5,227.00	\$5,544.00	\$5,861.00	\$6,178.00
			Bi-weekly	\$2,264.77	\$2,412.46	\$2,558.77	\$2,705.08	\$2,851.38
			Hourly	\$20.22	\$21.54	\$22.85	\$24.15	\$25.46
C	Firefighter ^{1,2,3,5,9,10,13}	48 / 96 shift (2912 Annual Hours)	Annual	\$49,596.00	\$52,800.00	\$56,004.00	\$59,196.00	\$62,400.00
			Monthly	\$4,133.00	\$4,400.00	\$4,667.00	\$4,933.00	\$5,200.00
			Bi-weekly	\$1,907.54	\$2,030.77	\$2,154.00	\$2,276.77	\$2,400.00
			Hourly	\$17.03	\$18.13	\$19.23	\$20.33	\$21.43
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
Pay Code	Classification		Range					
PART-TIME POSITONS								
G	Fire Marshal ⁶		Hourly	\$44.45	\$46.67	\$49.00	\$51.46	\$54.03
B	Inspector		Hourly	\$26.65	\$27.99	\$29.39	\$30.86	\$32.40
A	Office Assistant		Hourly	\$24.68	\$25.91	\$27.21	\$28.57	\$30.00
FOOTNOTES								
<ol style="list-style-type: none"> 1 Position receives FLSA Pay (6 overtime hours per pay period) 2 Position receive Uniform Allowance of \$28.85 per pay period 3 Position earns and may receive Holiday Pay 4 Position may receive Temporary Upgrade Pay when acting as a Duty Qualified Captain 5 Position may receive \$400 Annual Physical Fitness Premium 6 Position filled by a Retired Annuitant 7 Position receives Uniform Allowance of \$41.66 per month 8 Position receives \$65 Cell Phone Stipend per month 9 Position may receive Temporary Upgrade Pay when acting as a Company Officer 10 Position may receive Employer Paid Member Contribution (EPMC) 11 Position receive Uniform Allowance of \$33.33 per month 12 Position may receive merit pay increases, if granted, shall not exceed 5% in any fiscal year. 13 Position may receive longevity pay 								
Pay periods are bi-weekly and there are 26 pay periods in a year								

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Approve Resolution No. 22-262 Approving a Non-Charter Membership Agreement and Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Purchasing a New Fire Engine, and Authorizing Other Related Actions in Connection Therewith

DISCUSSION:

At the Special Board meeting on April 5, 2022, staff recommended the purchase of a new Pierce Enforcer Type 1 Engine. Golden State Fire Apparatus (the prime contractor for the project) offered a fast-track proposal. Pierce Manufacturer has committed to offering a completion timeframe of approximately eight months, so long as the order is submitted by April 8, 2022, and payment is received within 15 days of the agreement. The Board approved the purchase with the direction to staff to use the lending agent offering the best terms.

Staff has concluded that the best option was provided by Weist Law/CalMuni Advisors with an interest rate of 2.75% for 7 years.

RESEARCH AND BID PROCESS

As part of the research process, staff, with the assistance of Bond Counsel and Municipal Advisor, researched options to procure the engine through municipal contracting joint power authorities rather than developing and issuing a detailed specification and bid package. Staff has carefully researched Equipment Lease-Purchase Options and vendors for financing the purchase of the engine. Based on this research, staff was able to determine that the best value to the District was to piggyback on awarded contracts for fire engines through California Municipal Public Financing Authority (the "Authority"), a municipal contracting agency serving local government agencies in California. The Authority offers a wide range of competitively procured products, equipment, and service opportunities, enabling participating local government agencies to leverage the benefits of cooperative financing in order to reduce procurement costs.

On March 31, 2021, California Municipal Public Finance Authority issued an informal "Request for Terms/Bids" (the "Bid Solicitation") to several targeted financial institutions requesting proposals (the "Proposals") to provide financing for a portion of the purchase of a Pierce Enforcer Type 1 Engine.

The District requested proposals for 5-, 7-, and 10-year terms. The following prices and financed amounts are anticipated:

- Equipment Price \$725,807.00 (approximate, subject to change)
- Cost of Borrowing \$9,839.00
- CDIAC Reporting \$184.00
- Amount Financed \$ 735,830 (approximate, subject to change)

LEASE PURCHASE FINANCING

The Authority will sell the fire engine to the District pursuant to the Installment Loan Agreement between the Authority and the District. The District will assign all of its rights to receive the lease payments to the selected banking institution, as well as other rights and remedies, to the winning proposal in exchange for the requested funding amount at closing.

SUMMARY OF THE OPPORTUNITY

When the Board adopts the subject Resolution, staff, with the aid of the financing team, will work with the Authority and the selected financial institution to close the transaction at first possible opportunity, with the present target closing date being April 21, 2022.

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 22-262 approving a non-charter membership agreement and approving the form and authorizing the execution and delivery of certain financing documents for the purpose of purchasing a new fire engine and authorizing other related actions in connection therewith.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget: The budget has \$200,000 for vehicle purchasing. This would be used to make the annual loan payment.
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

ALTERNATIVES:

N/A

ATTACHMENTS:

- Attachment 1 – Resolution 22-262
- Attachment 2 – Assignment Agreement
- Attachment 3 – Irrevocable Payment Instructions
- Attachment 4 – Series 2022A Installment Loan Purchase Agreement



Resolution Number: 22-262

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS APPROVING A NON-CHARTER MEMBERSHIP AGREEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN FINANCING DOCUMENTS FOR THE PURPOSE OF PURCHASING A NEW FIRE TRUCK, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the Arcata Fire Protection District (the “District”) is a fire protection district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to work with the California Municipal Public Financing Authority, a nonprofit entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), for the purpose of, among other things, procuring financing for the District’s purchase of a new fire truck, all as more particularly described in Exhibit A to the hereinafter described Loan Agreement (the “Project”); and

WHEREAS, the Authority was formed pursuant to a joint exercise of powers agreement, dated as of June 24, 2020 (the “JPA Agreement”) and Article I (commencing with Section 6500) of Chapter 5 or Division 7 of Title I of the Government Code of the State of California for the purpose of, among other things, assisting California government agencies with the issuance of non-recourse debt, which may include bonds, certificates of participation, notes, leases, installment sale or other evidences of indebtedness, and to otherwise undertake financing programs under the applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Authority solicited proposals from qualified banking institutions currently contracted through the Authority bid process; and

WHEREAS, based upon the bids received, the Authority proposed a cost-effective installment sale financing arrangement pursuant to the terms and conditions set forth in a Series 2022A Installment Loan Purchase Agreement, dated as of April 1, 2022, by and between the Authority and the District (the “Loan Agreement”); and

WHEREAS, the Board of Directors (the “Board”), after due investigation and deliberation, has determined that it is in the public interests of the District at this time to undertake tax-exempt municipal financing for the purchase of the new fire truck in accordance with the Loan Agreement (the “Financing”); and

WHEREAS, the Board, with the aid of its staff, has reviewed the form of the Loan Agreement, the form of which is on file with the Secretary to the Board, and the Board wishes at this time to approve the foregoing document as being within the public interests of the District; and

WHEREAS, pursuant to Government Code Section 5852.1, certain good faith information relating to the Financing is set forth herein and made public; and

WHEREAS, the Board desires to designate the Loan Agreement as a “Qualified Tax-Exempt Obligation;” for purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Board wishes at this time to authorize all proceedings relating to the Financing as well as the execution and delivery of the Loan Agreement and all other agreements and documents relating thereto; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE ARCATA FIRE PROTECTION DISTRICT THAT:

Section 1. Recitals. The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above are true and correct.

Section 2. Authorized Representatives. The President, Fire Chief, Board Clerk/Secretary and any other person authorized by the Fire Chief to act on behalf of the District shall each be an “Authorized Representative” of the District for the purposes of structuring and providing for the execution and delivery of the Loan Agreement, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the issuance, sale and delivery of the Loan Agreement (including, but not limited to, the documents referenced in this Resolution, and any other documentation required or necessary in connection therewith, which are sometimes hereafter referred as the “Financing Documents”), and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board has approved in this Resolution and said Financing Documents.

Section 3. Significant Public Benefits. The Board hereby finds and determines that the execution of the Loan Agreement is expected to result in significant public benefits to the District and its ratepayers.

Section 4. Approval of Loan Agreement. The Board hereby authorizes and approves the Loan Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final aggregate principal amount of the Financing and the corresponding final debt service payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Loan Agreement in substantially said form, with such changes therein as the Authorized Representative executing the same may approve (such approval to be conclusively evidenced by such Authorized Representative’s execution and delivery

thereof). The Board hereby authorizes the delivery and performance of the Loan Agreement.

Section 5. Approval Non-Charter Membership Agreement. The Board hereby authorizes and approves the Non-Charter Membership Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute the final form of the Non-Charter Membership Agreement for and in the name and on behalf of the District, and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Non-Charter Membership Agreement.

Section 6. Good Faith Estimates. Set forth below are good faith estimates of the Municipal Advisor, as required under Section 5852.1 of the Government Code. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Financing is estimated at 2.75%, calculated as provided in Section 5852.1(a)(1)(A) of the Government Code.

(b) The finance charge of the Financing, including all fees and charges paid to third parties, is estimated at \$10,023.

(c) Proceeds of the Financing received by the District of \$735,830, less the finance charge set forth in (b) above, is equal to \$725,807.

(d) The total payment amount (principal and interest) calculated as provided in Section 5852.1(a)(1)(D) of the Government Code is estimated at \$808,821.99.

Section 7. Qualified Tax-Exempt Obligation. The Board hereby designates the Loan Agreement for purposes of Paragraph (3) of Section 265(b) of the Code as a "Qualified Tax-Exempt Obligation" and covenants that the Loan Agreement does not constitute a private activity bond as defined in Section 141 of the Code and that the aggregate face amount of all tax-exempt obligations issued by the District (including all subordinate entities of the District and all entities which may issue obligations on behalf of the District) during the calendar year 2022 is not reasonably expected to exceed \$10,000,000, excluding, however, private activity bonds, as defined in Section 141 of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and current refunding obligations having a principal amount not in excess of the refunded obligation.

Section 8. Confirmation and Direction to Proceed with the Financing. All actions heretofore taken by the officers and agents of the District with respect to the Financing are hereby approved, confirmed and ratified. The Authorized Representatives and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they or any of them might deem necessary or appropriate in order to consummate any of the actions and transactions contemplated by this Resolution and the Financing Documents. Whenever any officer of the District is authorized to execute or countersign any document or take any action contemplated by this Resolution and the Financing Documents, such execution, countersigning or action may be taken on

behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

ASSIGNMENT AGREEMENT

Dated as of April 1, 2022

by and between the

**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY,
as Assignor**

and the

**BANK
as Assignee**

Relating to

**\$735,830
CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY
(ARCATA FIRE PROTECTION DISTRICT)
SERIES 2022 LOAN OBLIGATIONS
(EQUIPMENT ACQUISITION PROJECT OF 2022)**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the “Assignment Agreement”), dated for convenience as of April 1, 2022, by and between the CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as assignor (the “Authority”), and BANK , a national banking association with all right and authority to conduct business in the State of California (including its successors and assigns, the “Assignee”);

WITNESSETH:

WHEREAS, the Authority and the Arcata Fire Protection District, a political subdivision organized and existing under the laws of the State of California (the “District”), have entered into a Series 2022A Installment Loan Purchase Agreement, dated as of April 1, 2022, by and between the District and the Authority (together with any amendments or supplements thereto, the “Loan Agreement”), whereby the Authority has agreed to sell to the District, and the District has agreed to purchase from the Authority, certain Equipment for use in the District’s Enterprise operations, as more particularly described in the Loan Agreement (as amended or modified from time to time, the “Equipment”), in the manner and on the terms set forth in the Loan Agreement; and

WHEREAS, the Authority desires to sell, assign, and transfer to Assignee, as assignee, and its successors and assigns, all of its right, title and interest in and to the Loan Agreement without recourse (the “Assignment”); and

WHEREAS, the Assignee desires to receive all of its right, title and interest in and to the Loan Agreement, without recourse to the Authority, as set forth herein; and

WHEREAS, each of the parties hereto has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to enter into it; and

WHEREAS, the capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Authority, for good and valuable consideration, does hereby irrevocably assign and transfer to the Assignee, all of its rights and interest in the Loan Agreement, including, without limitation, its rights to receive and collect Loan Payments from the District under the Loan Agreement, its rights to the pledge of Gross Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Equipment and the right to exercise such rights and remedies as are conferred on the Authority by the Loan Agreement as may be necessary to enforce payment of the Loan Payments when due or otherwise to protect its interests in the event of a default by the District (the “Assigned Loan Agreement”). The Authority hereby appoints the Assignee as the true and lawful owner of the Assigned Loan Agreement with all rights and authority contained

in the Assigned Loan Agreement to, among other things, demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of the Assignee or in the name of the Authority in the same manner and with the same effect as the Authority could do if this Assignment Agreement had not been made.

Section 2. Acceptance. The Assignee hereby accepts such assignment without recourse to the Authority, all subject to the provisions of the Loan Agreement.

Section 3. Applicable Law; Severability. This Assignment of the Loan Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

Section 4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 5. Execution in Counterparts. This Assignment Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the date in the first paragraph above.

CALIFORNIA MUNICIPAL PUBLIC
FINANCING AUTHORITY,
as Assignor

By: _____

BANK
as Assignee

By: _____

ACKNOWLEDGEMENT AND APPROVAL OF ASSIGNMENT

The undersigned hereby acknowledges and agrees to this Assignment Agreement and the corresponding the assignment by the Authority to the Assignee, and further agrees it shall have no counterclaim or offset against Loan Payments due thereunder as to said Assignee and expressly further agrees that the Authority shall not (except for the obligations specifically set forth in the foregoing Assignment Agreement) be liable for any of the obligations of the District under said Loan Agreement.

IN WITNESS WHEREOF, the District has caused this Acknowledgment and Approval of Assignment to be executed by its Authorized Representative as of the date specified in the first paragraph above.

ARCATA FIRE PROTECTION DISTRICT

By: _____

\$735,830
CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY
(ARCATA FIRE PROTECTION DISTRICT)
SERIES 2022 LOAN OBLIGATIONS
(EQUIPMENT ACQUISITION PROJECT OF 2022)

IRREVOCABLE PAYMENT INSTRUCTIONS

These IRREVOCABLE PAYMENT INSTRUCTIONS (the “Instructions”) are dated as of April 1, 2022, and are given to California Municipal Public Financing Authority (the “Authority”) by the Arcata Fire Protection District, a fire protection district, duly organized and validly existing under the laws of the State of California (the “District”);

W I T N E S S E T H:

WHEREAS, the District desires to work with the Authority, for the purpose of, among other things, procuring financing of the District’s purchase of a new fire truck (the “Project”); and

WHEREAS, the District has entered into a contract for the purchase of a new Pierce Manufacturing, Inc. Enforcer Type 1 Engine from the seller, Golden State Fire Apparatus (the “Vendor”), for the total purchase price of \$725,806.39 (the “Vendor Contract”); and

WHEREAS, to finance the Project, the Board of Directors of the District (the “Board”) on April 5, 2022 adopted Resolution No. 2022-____, pursuant to which the District authorized and directed the execution and delivery of its California Municipal Public Financing Authority (Arcata Fire Protection District), Series 2022 Loan Obligations (Equipment Acquisition Project of 2022), (the “Series 2022 Loan Obligations”); and

WHEREAS, the Series 2022 Loan Obligations, in the amount of \$735,830 (the “Obligation Proceeds”), are being purchased by the Authority, in immediately available funds on April 21, 2022 (the “Closing Date”) pursuant to a Series 2022A Installment Loan Purchase Agreement, dated as of April 1, 2022, by and between the Authority and the District (the “Installment Loan Agreement”); and

WHEREAS, capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Installment Loan Agreement; and

WHEREAS, on the Closing Date a portion of the Obligation Proceeds in the amount of \$725,807 will be transferred by the Authority directly to Vendor (the “Designated Proceeds”); and

WHEREAS, the District has full legal right, power, and authority to enter into and perform its duties under these Instructions; and

WHEREAS, the Authority acknowledges that these Instructions constitute irrevocable instructions by the District to apply the Designated Proceeds as set forth herein.

NOW, THEREFORE, in consideration of the above the District agrees as follows:

Section 1. Transfer and Application to Vendor.

The District is hereby irrevocably instructed the Authority to wire the Designated Proceeds in the amount of \$725,807 directly to Vendor **on or before the morning of April 21, 2022**, in accordance with the instruction set forth in Exhibit A, which are summarized as follows:

WIRE INSTRUCTIONS:

Upon release of the wire, the District shall send an email to the Vendor contact, John Bauer at <mailto:jbauer@goldenstatefire.com>, notifying Vendor that the payment of \$725,807 has been wired in accordance with the Vendor Contract.

The District acknowledges that it has no right, title or interest in or to the Designated Proceeds paid to Vendor, except as set forth herein. Under no circumstances shall the Designated Proceeds be paid or delivered to or for the order of the District, except as set forth herein. The District hereby waives any rights that it may have to give alternative instructions as to the Designated Proceeds.

Section 2. Termination; Unclaimed Money. These Instructions shall terminate when the Designated Proceeds have been transferred and received by the Vendor, as provided herein.

Section 3. Liabilities and Obligations of Authority.

The Authority shall have no obligation to make any payment or disbursement of any type except from the Designated Proceeds, or from such other funds that the District may hereafter deposit, in strict accordance with these Instructions. The Authority shall have no obligation to incur any financial liability in the performance of its duties under these Instructions, and the Authority may rely and shall be fully protected in acting upon the written instructions of the District or its agents relating to any matter or action as Authority under these Instructions.

The Authority shall have only such duties as are expressly set forth herein and no implied duties shall be read into these Instructions against the Authority. The Authority shall not be liable for any act or omission of the District under these Instructions. The Authority shall not be liable for the accuracy of any calculations as to the sufficiency of moneys deposited with it with respect to the Designated Proceeds.

The Authority shall have no liability or obligation to the Vendor or any other person or entity with respect to the payment for the Equipment or with respect to the observance or performance by the District of the other conditions, covenants and terms contained in the Vendor Contract or Installment Loan Agreement, or with respect to the investment of any moneys in any fund or account established, held or maintained by the District.

The Authority may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on any certificate or opinion furnished to it in accordance with these Instructions.

Section 4. Governing Law. These Instructions shall be governed by and construed in accordance with the laws of the State of California.

Section 5. Notices. Notices hereunder shall be made in writing or by using Electronic Means (“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Authority, or another method or system specified by the Authority as available for use in connection with its services hereunder), and shall be deemed to have been duly given when set by Electronic Means, or when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, addressed to each party at its address below:

If to the District: Arcata Fire Protection District
 2149 Central Ave.
 McKinleyville, CA 95519
 Attention: Fire Chief

If to the Authority: California Municipal Public Financing Authority,
 20 S. Santa Cruz Ave. Suite 300
 Los Gatos, CA 95030
 Attention: Manager

The District understands and agrees that the Authority cannot determine the identity of the actual sender of such notifications and that the Authority shall conclusively presume that directions that purport to have been sent by an Authorized Representative have been sent by such Authorized Representative. The District shall be responsible for ensuring that only Authorized Representatives transmit such notifications to the Authority, and that the District and all Authorized Representatives are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District.

Section 6. Counterparts. These Instructions may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Instructions.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, the District has each executed these Irrevocable Payment Instructions as of the date first above written.

ARCATA
FIRE PROTECTION DISTRICT

By: _____
Justin McDonald, Fire Chief

Acknowledged and Agreed:

CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY

By: _____
Authorized Officer

EXHIBIT A
VENDOR CONTRACT

[Attached]

SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT

by and between

CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY

And

ARCATA FIRE PROTECTION DISTRICT

Dated as of April 1, 2022

Relating to

\$735,830
CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY
(ARCATA FIRE PROTECTION DISTRICT)
SERIES 2022 LOAN OBLIGATIONS
(EQUIPMENT ACQUISITION PROJECT OF 2022)

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SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT

THIS SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT (the “Loan Agreement”), is dated as of April 1, 2022, between **CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY**, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and the **ARCATA FIRE PROTECTION DISTRICT**, a political subdivision organized and existing under the laws of the State of California (“District”), wherein the parties hereby agree as follows:

WITNESSETH:

WHEREAS, the District desires to work with the Authority for the purpose of, among other things, procuring financing for the District’s purchase of a new fire truck, all as more particularly described in Exhibit A herein (the “Project”);

WHEREAS, the Authority has been formed for the purpose, among others, of assisting public agencies such as the District in the financing of public capital improvements within or of benefit to the District; and

WHEREAS, to that end, the Authority will cause the execution and delivery of Series 2022 Loan Obligations in the principal amount of \$735,830 (the “Series 2022 Loan Obligations”), and apply the proceeds of the sale thereof to the acquisition of the Project; and

WHEREAS, the District has determined to purchase the Project from the Authority pursuant to this Loan Agreement; and

WHEREAS, the District will make installment payments pursuant to this Loan Agreement (the “Loan Payments”) from the Gross Revenues (as defined herein) in order to purchase the Project from the Authority; and

WHEREAS, the Authority will assign all of its rights and interest in the Loan Agreement, including, without limitation, its right to receive Installment Payments pursuant to an Assignment Agreement, dated as of April 1, 2022 (the “Assignment Agreement”);

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. All terms defined in this Section 1 have the meanings herein specified for all purposes of this Loan Agreement.

“Accreted Value” means, with respect to any capital appreciation obligation, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value of any capital appreciation obligation at any date shall be the amounts set forth in the accreted value table for the capital appreciation obligation as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date.

“Additional Revenues” means, with respect to the issuance of any Parity Debt, any or all of the following amounts:

(i) An allowance for Net Revenues from any additions or improvements to or extensions of the District to be made with the proceeds of such Parity Debt and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of the latest Fiscal Year for which audited financial statements are available or any 12 consecutive calendar month period (selected by the District)

during the 18 consecutive calendar month period ending immediately prior to the issuance, incurrence or creation of such additional Parity Debt, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36 month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of an Independent Engineer or an Independent Accountant retained by the District and reasonably satisfactory to the Authority.

(ii) An allowance for Net Revenues arising from any increase in taxes, assessments or charges made for service from the District which has become effective prior to the incurring of such Parity Debt but which, during all or any part of the latest Fiscal Year or such 12 month period for which audited financial statements are available or any 12 consecutive calendar month period (selected by the District) during the 18 consecutive calendar month period ending immediately prior to the issuance, incurrence or creation of such additional Parity Debt, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or 12 month period, all as shown by the certificate or opinion of an Independent Consultant or an Independent Accountant employed by the District.

“Authority” means the California Municipal Public Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California, and any other successor or any other entity to whom the rights of the Authority hereunder are assigned.

“Authority Issuance Fee” means \$9,839.

“Authority Annual Fee” means the greater of (i) 25 basis points (0.0025) times the aggregate principal components of the Loan Payments outstanding on the Commencement Date (for the initial Authority Annual Fee) or on the first day of the month in which the anniversary of the Commencement Date occurs for each subsequent Authority Annual Fee, or (ii) \$750. The initial Authority Annual Fee to be paid on the Commencement Date is \$1,591.06.

“Authorized Representative” means (i) with respect to the District, the Chairperson, Fire Chief and Secretary, or any other person designated as an Authorized Representative of the District by a Certificate of the District signed by its Chairperson or Fire Chief and filed with the Authority, and (ii) with respect to the Authority, the Chair, Vice-Chair, Manager, Treasurer and Secretary, or any other person designated as an Authorized Representative of the Authority by a Certificate of the Authority signed by its Chair, Vice-Chair, Manager or Treasurer.

“Balloon Indebtedness” means Long-Term Indebtedness 25% or more of the principal of which (calculated as of the date of issuance) becomes due (either by maturity or mandatory redemption) during any period of 12 consecutive months, which portion of the principal is not required by the documents governing such Long-Term Indebtedness to be amortized below such percentage by redemption prior to such date.

“Bank” means _____.

“Bond Counsel” means Weist Law LLP, or any other attorney or firm of attorneys acceptable to the Authority of nationally recognized expertise with respect to legal matters relating to municipal obligations.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions in the State of California are not closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date when interest begins to accrue on the District’s obligation to pay Loan Payments hereunder, which date shall be April __, 2022.

“Concluding Payment” means payment in full of all remaining Loan Payments and all other payments due hereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District relating to the execution and delivery of this Loan Agreement, including but not limited to District administration costs and expenses, fees and expenses of consultants and professionals, fees and expenses of the municipal advisor and any placement agents, legal fees and charges (including legal fees of the Authority), insurance fees and charges, filing costs, settlement costs, printing costs, reproduction and binding costs, regulatory fees, including, but not limited to, fees charged by the California Debt and Investment Advisory Commission, and fees for execution, transportation and safekeeping of this Loan Agreement, and all other charges and fees in connection with the foregoing.

“Debt Service” when used with respect to the Loan Payments and Parity Debt, means, for any period, the sum of (1) the interest payable during such period on the Loan Payments and Parity Debt, (2) the principal or mandatory sinking fund payments to be paid with respect to the Loan Payments and Parity Debt during such period, and (3) any other scheduled payments coming due on the Loan Payments and outstanding Parity Debt in such period and not otherwise included in clauses (1) and (2) of this definition, all of which are to be computed on the assumption that no portion of the Loan Payments or Parity Debt shall cease to be outstanding during such period except by reason of the application of scheduled payments; provided that, for purposes of such computation:

(a) unless a different subsection of this definition applies for purposes of determining maturities or amortization, in determining the amount due in any period, payment shall be assumed to be made in accordance with the Payment Schedule and any other amortization schedule established for Parity Debt, including any mandatory sinking fund payments or any scheduled redemption or payment of Parity Debt on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date and any contingencies that may result in a request for earlier payment shall be disregarded;

(b) Balloon Indebtedness may, at the option of the District, be treated as if it were to be amortized with substantially level debt service over a term of up to 25 years (which period shall be designated by the District), from the date of calculation, and the interest rate used for such computation shall be assumed by the District to be equal to (i) the interest rate in effect for such Balloon Indebtedness on the date of calculation, if the interest rate determination method in effect for such Balloon Indebtedness on the date of calculation provides for interest rates that are fixed for at least 12 months from the date such interest rates are determined or (ii) if the interest rate determination method in effect for such Balloon Indebtedness on the date of calculation provides for interest rates that are not fixed for at least 12 months from the date such interest rates are determined, the rate of interest used to calculate Debt Service shall be determined as described in clause (c);

(c) if any Parity Debt bear, or if any Parity Debt proposed to be issued, incurred or created will bear, interest at a variable interest rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of (i) the then current variable interest rate borne by such Parity Debt plus 1%; and (ii) the highest variable rate borne over the preceding 24 months by outstanding variable rate debt issued by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

(d) if any Parity Debt feature an option, on the part of the owners or a requirement under the terms of such Parity Debt, to tender all or a portion of such Parity Debt to the District, or other fiduciary or agent, and to purchase such Parity Debt or portion thereof if properly presented, then for purposes of determining the amounts due in any period with respect to such Parity Debt, the options or obligations of the owners of such Parity Debt to tender the same for purchase or payment shall be ignored;

(e) Loan Payments and payments on Parity Debt shall be excluded to the extent such payments are to be paid from amounts on deposit with a trustee or other fiduciary in escrow specifically therefor, and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of the Loan Agreement or Parity Debt,

including any investment earnings thereon, held by a trustee or other fiduciary as capitalized interest specifically to pay such interest;

(f) with respect to Parity Debt for which a reserve fund is in place, the calculation of Debt Service for such Parity Debt for any period shall be reduced by the amount of investment earnings on amounts on deposit in such reserve fund used or expected to be used to pay Debt Service on such Parity Debt during such period, as estimated by the District; and

(g) with respect to Parity Debt for which a reserve fund is in place, the amount on deposit in such reserve fund on any date of calculation of Debt Service shall be deducted from the amount due on the final maturity or due date of such Parity Debt if such amount on deposit in such reserve fund would be released at such maturity or due date and, to the extent the amount on deposit in such reserve fund is in excess of the amount due on the final maturity or due date of such Parity Debt, such excess shall be applied to the full amount due on each preceding payment date for such Parity Debt, in inverse order, until such amount on deposit in such reserve fund is exhausted.

“Debt Service Coverage Requirement” or “DSC Requirement” means for any Fiscal Year, or other period of time for which such calculation is made, that Net Revenues for such Fiscal Year, or other period of calculation, must be at least equal to one hundred ten percent (110%) of Maximum Annual Debt Service.

“District” means the entity described as such in the first paragraph of this Loan Agreement, its successors and its assigns.

“Enterprise” means, collectively, the entire fire and emergency services system of the District, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the District for the fire suppression, emergency medical services, administration, technical rescue, hazardous materials mitigation, public education, fire investigation, and fire prevention services provided to property and residents of the District and corresponding service areas, and any necessary lands, equipment, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, leased, constructed or installed by the District.

“Equipment” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Event of Default” means an Event of Default described in **Section 35**.

“2021 Financing Agreement” means the Series 2021 Financing Agreement (including any permitted amendments or supplements thereto), dated as of October 13, 2021, by and between Sterling National Bank and the District.

“Fiscal Year” means the twelve calendar month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the District as its Fiscal Year in accordance with applicable law.

“General Fund” means the fund by that name established by the District and maintained pursuant to **Section 9** hereof.

“Generally Accepted Accounting Principles” or “GAAP” means the generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Gross Revenues” means for any Fiscal Year or other period, all legally available moneys, fees, rates, receipts, rentals, charges and income received for, received by or derived from, the District, the operation of the Enterprise or any of

its lands or facilities or any other source whatsoever, including without limitation ad valorem property tax revenues and other special and general tax revenues, assessments, gifts, bequests, grants, devises, contributions, moneys received from the operation of the District's business or the possession of its properties, insurance proceeds or condemnation awards, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of the same whether now owned or held or hereafter coming into being, but excluding (i) gifts, grants, devises, bequests and contributions designated by the maker to a specific purpose inconsistent with their use for the payment of principal of, premium, if any, and interest on the Obligations or for the payment of Operation and Maintenance Costs, (ii) any unrealized gains and losses on investments of the District, and (iii) any income for which the District has a contractual or statutory obligation to pay to other Persons (for example, without limitation, amounts collected by the District in its capacity as agent for others, and sales taxes, use taxes and other taxes collected by the District but required to be paid to the relevant collection authorities).

"Independent Certified Public Accountant" means any firm of certified public accountants appointed by the District that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Independent Engineer" means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to the subject matter at issue, appointed and paid by the District, and who or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have a substantial financial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a board member, officer or employee of the District, but may be regularly retained to make reports to the District.

"Independent Consultant" means a consultant or firm of consultants qualified in matters relating to the subject matter at issue, appointed and paid by the District, and who:

- (1) is in fact independent and not under the domination of the District or any member thereof;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the District; and
- (3) is not connected with the District as an officer or employee of the District or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the District.

"Insurance Consultant" means any nationally recognized independent actuary, insurance company or broker that has actuarial personnel knowledgeable with respect to insurance carried, by, required for and available to special districts operating facilities similar to the District, including a pooled self-insurance program in which premiums are established on the basis of the recommendation of an actuary of national reputation.

"Interest Account" means the account by that name in the General Fund established pursuant to **Section 9** hereof.

"Interest Rate" means the rate of interest to be paid on this Loan Agreement which is . % per annum.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Loan Agreement" means this Series 2022A Installment Loan Purchase Agreement and any other schedule, or exhibit made a part hereof by the parties hereto, together with any amendments to this Loan Agreement.

"Loan Payment Date" means the dates set forth on the Payment Schedule, being February 1 and August 1 of each year, commencing August 1, 2022, and continuing to and including the date on which the Loan Payments have been paid in

full; provided that if any Loan Payment Date shall fall on a non-Business Day, the Loan Payment Date shall be the next succeeding Business Day and interest on such payment shall accrue to and including such next succeeding Business Day.

7. **“Loan Payments”** means the installment loan payments payable by District to the Authority pursuant to **Section 7**.

“Loan Proceeds” means the \$735,830 amount received by the District from the Authority or its assignee on the Commencement Date.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis, or the (c) the validity or enforceability of this Loan Agreement.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seeks to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exemption of interest with respect to the Loan Payments for state income tax purposes or (B) the ability of the District to perform its obligations under this Loan Agreement.

“Maximum Annual Debt Service” means the greatest amount of Debt Service with respect to this Loan Agreement and any Parity Debt to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Net Revenues” means, for any period, all of the Gross Revenues received by the District during such period minus the amount required to pay all Operation and Maintenance Costs of the District which are payable during such period.

“2021 Obligations” means the promissory note and other obligations set forth in the 2021 Financing Agreement.

“Operation and Maintenance Costs” means all reasonable and necessary current expenses of the District, including pension and post-retirement healthcare expenses, paid or accrued, of operating the District, calculated in accordance with GAAP and not expected to be reimbursed to the District within one year after the date of incurrence; but for clarity of this definition, Operation and Maintenance Costs do not include depreciation, amortization, and interest paid on this Loan Agreement or any Parity Debt or Subordinate Debt.

“Parity Debt” means the 2021 Obligations and other any bonds, notes, leases, loans, installment sale agreements, financing agreements, contracts or other obligations of the District which are secured by a pledge of and lien upon any of the Gross Revenues and which are payable from the Net Revenues on a parity with the Loan Payments, entered into or issued under and in accordance with **Section 10** hereof.

“Parity Debt Documents” means, collectively, the indenture of trust, trust agreement, installment sale agreement, loan agreement, financing agreement or other document authorizing the issuance of any Parity Debt or any securities which establishes or evidence Parity Debt.

“Parity Payments” means all payments scheduled to be paid by the District under Parity Debt Documents.

“Payment Instructions” means the Irrevocable Payment Instructions dated as of April 1, 2022, between the District and Authority, relating to the wire transfer of a certain portion of the Loan Proceeds to the Vendor for the purchase of the Equipment.

“Payment Schedule” means the schedule of Loan Payments and Purchase Price set forth on **Exhibit B**.

“Person” means an individual, corporation, firm, association, limited liability company, corporation, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Account” means the account by that name in the General Fund established pursuant to **Section 9** hereof.

“Purchase Price” means the amount set forth on the Payment Schedule that District may, at its option, pay to Authority to purchase the Equipment.

“Rate Stabilization Fund” means the fund by that name established and maintained pursuant to Section 5.3(e) of the 2021 Obligation, which is intended to also serve as the Rate Stabilization Fund hereunder.

“Resolution” means the applicable resolution of the Governing Body authorizing the execution and delivery of this Loan Agreement.

“Series 2022 Loan Obligations” means the “California Municipal Public Financing Authority (Arcata Fire Protection District), Series 2022 Loan Obligations (Equipment Acquisition Project of 2022)” represented by this Loan Agreement as described in **Section 4**, together with all other schedules, or exhibits made a part hereof by the parties hereto, together with any amendments to this Loan Agreement.

“State” means the State of California.

“Subordinate Annual Debt Service” means, for any Fiscal Year or twelve (12) calendar month period, the Subordinate Payments required to be made under all Subordinate Debt in such Fiscal Year or twelve (12) calendar month period.

“Subordinate Debt” means indebtedness or other obligations (including but not limited to loans, leases and installment sale agreements, bonds or contracts) hereafter issued or incurred in compliance with **Section 10** hereof and secured by a pledge of and lien on Gross Revenues subordinate to the pledge and lien securing the Loan Payments.

“Subordinate Debt Service Coverage Requirement” means for any Fiscal Year, or other period of time for which such calculation is made, that Net Revenues for such Fiscal Year, or other period of calculation, must be at least equal to one hundred one percent (101%) of Maximum Annual Debt Service for such period of calculation.

“Subordinate Payments” means all installment, lease or loan payments scheduled to be paid by the District under all respective agreements relating to the issuance of any Subordinate Debt.

“Term” means the time during which this Loan Agreement is in effect, as provided in **Section 6**.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Authority purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of District. District represents, warrants and covenants for the benefit of Authority as follows:

(a) The District is a fire protection district duly organized and existing under the constitution and laws of the State. District will do or cause to be done all things to preserve and keep in full force and effect its existence as a fire protection district.

(b) The District has the power and authority under applicable law to enter into the transactions contemplated by this Loan Agreement and has been duly authorized to execute and deliver this Loan Agreement and to carry out its obligations hereunder and thereunder. District has provided to Authority a full, true and correct copy of the Resolution specifically authorizing District to execute and deliver this Loan Agreement and all documents contemplated hereby and thereby. District has provided to Authority a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit E hereto relating to the authority of the officers who have executed and delivered this Loan Agreement and who will execute and deliver this Loan Agreement and all documents in connection herewith and therewith on behalf of District.

(c) This Loan Agreement constitutes the legal, valid and binding obligation of District enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) The District has complied with such public bidding requirements as may be applicable to this Loan Agreement and the acquisition by District of the Equipment hereunder.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting District, nor to the best knowledge of District is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Loan Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Loan Agreement or materially adversely affect the financial condition or properties of District.

(g) No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan Agreement or the consummation of any transaction herein and therein contemplated, except as have been obtained or made and as are in full force and effect.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by District of this Loan Agreement or in connection with the carrying out by District of its obligations hereunder have been obtained.

(i) The entering into and performance of this Loan Agreement or any other document or agreement contemplated hereby to which District is or is to be a party will not violate any judgment, order, law or regulation applicable to District or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of District or the Equipment pursuant to any indenture, mortgage, lease, deed of trust, bank loan or credit agreement or other instrument to which District is a party or by which it or its assets may be bound, except as herein provided.

(j) With the exception of the pledge of the Gross Revenues under this Agreement and the Parity Debt Documents relating to the 2021 Obligations, neither the Gross Revenues nor the Net Revenues have otherwise been pledged and there are no other liens against the Gross Revenues or Net Revenues, senior to, or on parity with the Loan Payments.

(k) The Equipment described in this Loan Agreement is essential to the function of District or to the service District provides to its community. District has an immediate need for, and expects to make immediate use of, substantially

all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by District only for the purpose of performing one or more of District's proprietary functions consistent with the permissible scope of District's authority.

(l) During the Term of this Loan Agreement, the District will notify the Authority or its designee, within 30 days, following the date of an event that (i) could cause a default on any obligation of the District, (ii) might reasonably be anticipated to cause a Material Adverse Effect, (iii) might reasonably be anticipated to result in Material Litigation, and (iv) could have a negative material impact on the financial condition of the District.

(m) Neither the payment of the Loan Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(n) The District will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Loan Payments from gross income for purposes of federal income taxation.

(o) The District will use the proceeds of this Loan Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Loan Agreement has been entered into. No part of the proceeds of this Loan Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Loan Agreement, would have caused any portion of this Loan Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(p) The District has never failed to pay payments coming due under any bond issue, loan agreement, lease agreement, installment purchase agreement or other indebtedness obligation of District.

(q) The useful life of the Equipment described on **Exhibit A** is not be less than 10 years.

(r) The application, written statements and credit or financial information submitted by District to Authority are true and correct and made to induce Authority to enter into this Loan Agreement, and District has experienced no material change in its financial condition since the date(s) of such information.

(s) The District has provided Authority with audited financial statements through June 30, 2021. District has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Loan Payments due under the Agreement since June 30, 2021.

(t) Any certificate, signed by any official of the District authorized to do so in connection with the transactions described in this Loan Agreement, shall be deemed a representation and warranty by the District to the Authority as to the statements made therein.

(u) The District will pay the excess (if any) of the actual costs of acquiring the Equipment over the corresponding amount contributed pursuant to this Loan Agreement.

(v) There has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect, and the District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(w) All information, reports and other papers and data furnished by the District to the Authority were, at the time the same were so furnished, to the best of the District's knowledge, complete and accurate in all material respects. No fact is known to the District which has had or, to the best of the District's knowledge, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Authority or in other such information, reports, papers and data or otherwise disclosed in writing to the Authority prior to the Commencement Date. Any financial, budget and other projections furnished to the Authority by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and as of the date of this representation, represent the District's best estimate of future financial performance of the District.

(x) Inasmuch as this Loan Agreement represents a negotiated transaction, the District understands, and hereby confirms, that the Authority is not acting as a fiduciary of the District, but rather is acting solely in its capacity as a conduit lender. The District acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Authority and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Authority, or any affiliate of the Authority, has provided other services or advised, or is currently providing other services or advising the District on other matters), (iv) the Authority and its affiliates have financial and other interests that differ from those of the District, and (v) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(y) The District hereby designates this Loan Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by District and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. District and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including this Loan Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Authority that the designation of this Loan Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Section 3. Purchase of Equipment. Authority hereby sells the Equipment to District, and District hereby purchases the Equipment from Authority on an installment purchase basis, in accordance with the provisions of this Loan Agreement.

Section 4. Authorization, Designation and Application of Loan Proceeds.

(a) This Loan Agreement and the Series 2022 Loan Obligations represented hereby is hereby authorized and approved, which Series 2022 Loan Obligations are hereby designated the "California Municipal Public Financing Authority (Arcata Fire Protection District), Series 2022 Loan Obligations (Equipment Acquisition Project of 2022)."

(b) The Series 2022 Loan Obligations shall be payable as to principal and interest in legal tender of the United States of America.

(c) The District hereby instructs the Authority to cause \$10,023 of the Loan Proceeds to be wire transferred to the payees set forth in the Requisition for Payment of Costs of Issuance, executed by an Authorized Representative of the District, in substantially the form attached hereto as **Exhibit K**, for the payment of Costs of Issuance on behalf of the District, and (b) to cause \$725,807 of the Loan Proceeds to be wire transferred directly to the Vendor in accordance with the Payment Instructions and Vendor Contract.

Section 5. Term. The Term of this Loan Agreement shall begin on the Commencement Date and shall continue until all Loan Payments and all other amounts required to be paid by District hereunder have been paid by the District, unless earlier terminated in a manner described in **Section 6.**

Section 6. Termination. This Loan Agreement will terminate upon the earliest of any of the following events:

- (a) the exercise by District of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (b) a default by the District and the Authority's written election to terminate this Loan Agreement under **Section 36**; or
- (c) the payment by District of all Loan Payments and all other amounts required to be paid by District hereunder.

Section 7. Loan Payments and Terms. District will pay Loan Payments from all legally available funds, in lawful money of the United States of America to Authority in the amounts and on the dates set forth on the Payment Schedule. The Series 2022 Loan Obligations shall bear interest at the Interest Rate of % per annum (calculated on the basis of a 360-day year of twelve 30-day months) from the Commencement Date to each Loan Payment Date as such is set forth in Exhibit A hereto, as may be amended from time to time, including any prepayment thereof pursuant to Section 31 hereof. Any Loan Payment not received on or before its due date will bear interest at the rate of % per annum until the date on which such Loan Payment is made.

In the event that it is determined that any of the interest components of Loan Payments may not be excluded from gross income for purposes of federal income taxation, District agrees to pay to Authority promptly after any such determination and on each Loan Payment Date thereafter an additional amount determined by Authority to compensate Authority for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 8. Additional Payments. In addition to the Loan Payments required to be made by the District, the District shall also pay to the Authority, the Authority Issuance Fee and the initial Authority Annual Fee which fees shall be paid to the Authority by the District on the Commencement Date. Thereafter, the Authority Annual Fee shall be due and payable by the District in advance on February 1 of each year commencing with the first such date following the Commencement Date. The District's obligation to pay the Authority Issuance Fee and the Authority Annual Fee shall in no way limit amounts payable by the District to the Authority under this Loan Agreement, including for the enforcement thereof.

Section 9. Pledge and Application of Gross Revenues; Flow of Funds. The District hereby irrevocably pledges all of the Gross Revenues along with amounts on deposit in the General Fund to the punctual payment of the Loan Payments. The District agrees that, as long as any of the Series 2022 Loan Obligations remain outstanding, all of the Gross Revenues shall be deposited as soon as practicable upon receipt in the District's General Fund. This pledge shall constitute a first lien on the Gross Revenues for the payment of the Series 2022 Loan Obligations in accordance with the terms hereof, and is on a parity with the pledge, lien and security interest which secures Parity Debt, if any.

The District hereby covenants and agrees that all Gross Revenues, when and as received, will be received and held by the District in trust for the benefit of the Authority and owners of any Parity Debt, and will be disbursed, allocated and applied to pay when due the following amounts in the following order of priority:

- (a) Interest. On each Loan Payment Date on which the interest component of the Series 2022 Loan Obligations and any outstanding Parity Debt is payable, all moneys in the General Fund shall be used and withdrawn by the District for the purpose of paying interest on the Series 2022 Loan Obligations and any outstanding Parity Debt as it shall become due and payable (including accrued interest on the Series 2022 Loan Obligations if purchased or redeemed prior to maturity pursuant to this Loan Agreement). In the event that the amounts on deposit in the General Fund on any Loan

Payment Date are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the outstanding Series 2022 Loan Obligations and any outstanding Parity Debt, the District shall apply such amounts to the payment of interest on each of the outstanding Series 2022 Loan Obligations and Parity Debt on a pro rata basis.

(b) Principal. On each Loan Payment Date on which the principal component of the Series 2022 Loan Obligations and any outstanding Parity Debt is payable, all moneys in the General Fund shall be used and withdrawn by the District for the purpose of paying the principal of the Series 2022 Loan Obligations and any outstanding Parity Debt at the maturity date or upon redemption, as the case may be. In the event that the amounts on deposit in the General Fund on each Loan Payment Date on which the principal component of the Series 2022 Loan Obligations and any outstanding Parity Debt is payable are insufficient for any reason to pay the aggregate amount of principal then coming due and payable on the Series 2022 Loan Obligations and any outstanding Parity Debt, the District shall apply such amounts to the payment of principal on each of the Series 2022 Loan Obligations and any outstanding Parity Debt on a pro rata basis.

(c) To the trustee or appropriate fiduciary, the amount of any deficiency in any reserve fund established for any Parity Debt, the notice of which deficiency has been given to the District in accordance with the related Parity Debt Documents.

(d) Any other payments required to comply with the provisions of this Loan Agreement and any respective Parity Debt Documents.

(e) After the above disbursements have been satisfied, and so long as no Event of Default has occurred and is continuing, the District may use and apply moneys in the General Funds for (i) the payment of all Operation and Maintenance Costs of the District, (ii) the payment of any respective Subordinate Debt or any unsecured obligations, (iii) the acquisition and construction of improvements to the District, (iv) the prepayment of any other obligations of the District, or (v) any other lawful purposes of the District.

Payment of the Loan Payments and the principal of and interest on any Parity Debt shall be made without preference or priority. If the amount of Gross Revenues on deposit in the General Fund is any time insufficient to enable the District to pay when due the Loan Payments and the principal of and interest on any applicable Parity Debt, such payments will be made on a pro rata basis.

Section 10. Parity Debt. As set forth on the Payment Schedule, a portion of each Loan Payment is paid as, and represents payment of, interest.

(a) So long as the Series 2022 Loan Obligations are outstanding, the District shall not issue or incur any obligations payable from Gross Revenues or Net Revenues senior or superior to the payment of Debt Service on the Series 2022 Loan Obligations. The District may at any time issue Parity Debt payable from Gross Revenues on a parity with Debt Service on the Series 2022 Loan Obligations to provide financing or refinancing for the District in such principal amount as shall be determined by the District. The District may issue or incur any such Parity Debt subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(1) No Event of Default shall have occurred and be continuing;

(2) The District delivers to the Authority prior to such incurrence a written certificate of the District (i) certifying that the issuance or incurrence of such Parity Debt will not have any adverse effect on the tax-exempt status of any outstanding Parity Debt, if applicable, and (ii) demonstrating that the estimated Debt Service Coverage Requirement (calculated to include Additional Revenues but without taking into account any amounts transferred into the General Fund from the Rate Stabilization Fund pursuant to **Section 12(e)** hereof) for the most recent Fiscal Year or as shown by the books of the District for any other 12-month period selected by the District ending not more than 90 days prior to the date of issuance of such Parity Debt, was at least equal to the Debt Service Coverage Requirement for such period when adjusted to include approximate annual debt service for such proposed Parity Debt as if it had been outstanding during such period; and

(3) Except with respect to the Series 2022 Loan Obligations, and at the District's sole discretion, there may be established from the proceeds of such Parity Debt a reserve fund for the security of such Parity Debt.

The provisions of subsection (a)(2) of this Section shall not apply to any Parity Debt if, and to the extent that (i) all of the proceeds of such Parity Debt (other than proceeds applied to pay costs of issuing such Parity Debt and to make the reserve fund deposit required pursuant to subsection (a)(3) of this Section) shall be deposited in an irrevocable escrow held in cash or invested in Federal Securities for the purpose of paying the principal of and interest and premium (if any) on such outstanding Parity Debt, and (ii) at the time of the incurring of such Parity Debt, the District certifies in writing that maximum annual debt service on such Parity Debt will not exceed Maximum Annual Debt Service on the outstanding Parity Debt being refunded, and (iii) the final maturity of such Parity Debt is not later than the final maturity of the Parity Debt being refunded.

(b) In order to maintain the parity relationship of debt service payments on all Parity Debt permitted hereunder, the District covenants that all payments in the nature of principal and interest or reserve account replenishment with respect to any Parity Debt, will be structured to occur semi-annually on February 1 and August 1, in each year as such payments are due with respect to the Debt Service payments, and reserve account replenishment with respect to any Parity Debt will be structured to occur within one year, and to otherwise structure the terms of such Parity Debt to ensure that they are in all respects payable on a parity with the Debt Service payments on the Series 2022 Loan Obligations and all Parity Debt, and not prior thereto.

(c) The Parity Debt Document under which Parity Debt is issued shall require that:

(i) An Event of Default under this Financing Agreement shall constitute an event of default under such Parity Debt Document;

(ii) An event of default under such Parity Debt Document shall constitute an Event of Default under this Financing Agreement;

(iii) Prior to exercising any remedies in an event of default under such Parity Debt Document, the holders of such Parity Debt (or a trustee representing their interest) shall be required to cooperate with the Authority and vice versa;

(iv) Remedies upon an event of default shall be substantially the same as the remedies provided in this Loan Agreement, and, prior to exercising any such remedies, the holders of such Parity Debt (or a trustee or insurer representing their interest) shall be required to cooperate with the Authority to the end that the interests of such holders and the Authority shall be equally protected;

(v) Interest on such Parity Debt will be payable on February 1 and August 1 in each year of the term of such Parity Debt, and the principal of such Parity Debt will be payable annually on January 1 (or, alternatively, semiannually on February 1 and August 1) in any year in which principal is payable;

(vi) An opinion of Bond Counsel delivered to the Authority that the delivery of the Parity Debt has been duly authorized by the District in accordance with this Loan Agreement, and that the Parity Debt will be legally valid and binding limited obligations of the District; and

(vii) The District will deliver to the Authority a Certificate of the District certifying that the conditions precedent to the issuance of such Parity Debt set forth herein have been satisfied.

(d) Any collateral given or to be given to secure Parity Debt (with the exception of Equipment Leases) shall also secure the Series 2022 Loan Obligations on a pari passu basis.

(e) The District may at any time execute any Subordinate Obligations upon satisfaction of the conditions set forth in **Section 10(a)** above, but on a subordinate basis to the Loan Payments and any outstanding Parity Debt; and further provided that the District delivers to the Authority prior to such incurrence a written certificate of the District demonstrating that the estimated Debt Service Coverage Requirement for the most recent Fiscal Year or as shown by the books of the District for any other 12-month period selected by the District ending not more than 90 days prior to the date of issuance of such Subordinate Debt, was at least equal to the Required Subordinate Debt Service Coverage Requirement (rather than the Debt Service Coverage Requirement that is otherwise required for the incurrence of Parity Debt) for such period when adjusted to include approximate annual debt service for such proposed Subordinate Debt as if it had been outstanding during such period.

Section 11. Loan Payments to be Unconditional. The obligations of District to make Loan Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, recoupment, reduction, counterclaim, set-off or defense, for any reason, regardless of any disability of District to use the Equipment or any part thereof because of any reason including without limitation any failure of the Equipment to be delivered, any defects, loss, damage, obsolescence, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rates, Fees, and Charges.

(a) Covenant to Maintain Gross Revenues. The District shall at all times do and perform all acts and things permitted by law that are necessary to maintain in full force and effect its rights to receive revenues from its current sources of Gross Revenues and shall take no action that would result in the reduction of the amount of revenues from any such source. The District shall fix, prescribe, assess, revise and collect rates, assessments, fees and charges for District services and facilities during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues sufficient to pay 100% of the following amounts in the following order of priority:

- (i) the Loan Payments during such Fiscal Year;
- (ii) all Operation and Maintenance Costs estimated by the District to become due and payable in such Fiscal Year;
- (iii) all other payments required for compliance with this Loan Agreement and the instruments pursuant to which any Parity Debt shall have been issued; and
- (iv) all payments required to meet any other obligations of the District which are charges, liens, encumbrances upon or payable from the Gross Revenues.

(b) Covenant to Maintain Net Revenues. In addition, the District shall fix, prescribe, revise, assess and collect rates, assessments, fees and charges for District services and facilities during each Fiscal Year that are sufficient to yield Net Revenues which, when added to other funds transferred from the Rate Stabilization Fund, and which are lawfully available to the District for payment of the items listed in clauses (ii) and (iii) above during such Fiscal Year, will aggregate an amount at least equal to Debt Service Coverage Requirement in such Fiscal Year for the Loan Payments and any Parity Debt which has a lien on such Net Revenues.

(c) Transfers from Rate Stabilization Fund. For purposes of this **Section 12**, the amount of Net Revenues or Gross Revenues of the District for a Fiscal Year will include amounts transferred into the General Fund from the Rate Stabilization Fund during such Fiscal Year.

(d) Effect of Violation of Rate Covenants. If the District violates the covenants set forth in subsections (a) or (b) hereof, but otherwise makes its scheduled Loan Payments in a timely manner, such violation shall not, in and of itself, constitute an Event of Default under this Loan Agreement so long as within 180 days after the date such violation is discovered, the District either (a) transfers enough moneys from the Rate Stabilization Fund sufficient to yield estimated applicable Net Revenues which are at least equal to one hundred ten percent (110%) of the aggregate amount of Debt Service

on the Series 2022 Loan Obligations and any Parity Debt payable from Net Revenues coming due and payable during such Fiscal Year in compliance with subsection (b) of this **Section 12**, or (b) hires an Independent Consultant to review the revenues and expenses of the District, and abides by such consultant's recommendations to revise the schedule of rates, assessments, fees, expenses and charges, and to revise any Operation and Maintenance Costs insofar as practicable, and to take such other actions as are necessary so as to produce Net Revenues to cure such violation for future compliance; provided, however, that, if the District does not, or cannot, transfer from the Rate Stabilization Fund the amount necessary to comply with said subsection (a) or (b), as applicable, or otherwise cure such violation within two years after the date such violation is discovered, an Event of Default shall be deemed to have occurred under **Section 35** hereof, unless otherwise agreed to in writing by the Authority.

(e) **Rate Stabilization Fund.** The District has the right (but not the obligation) at any time to establish a separate fund to be known as the "Rate Stabilization Fund," to be held and maintained by the District for the purpose of stabilizing the DSC Requirement. The District shall have the right to deposit into the Rate Stabilization Fund from time to time any amount of funds which are legally available, including but not limited to Revenues which are released from the pledge and lien which secures the Series 2022 Loan Obligations and any Parity Debt as the District may determine; provided that deposits for each Fiscal Year may be made until (but not after) one hundred eighty (180) days following the end of such Fiscal Year, unless otherwise agreed to by the Authority. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not secure the Series 2022 Loan Obligations or any Parity Debt. The District may at any time withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any lawful purposes of the District.

For the purpose of computing the amount of Gross Revenues for any Fiscal Year for purposes of the preceding subsection (a), or the amount of Net Revenues for any Fiscal Year for purposes of the preceding subsection (b), the District shall be permitted to transfer amounts on deposit in the Rate Stabilization Fund to the General Fund, such transfers to be made until (but not after) one hundred eighty (180) days after the end of such Fiscal Year. In addition, the District shall be permitted to withdraw amounts on deposit in the Rate Stabilization Fund for any other lawful purpose.

Section 13. Delivery and Acceptance of the Equipment. District will order the Equipment, cause the Equipment to be delivered at the location(s) specified on **Exhibit A** and pay any and all delivery costs in connection therewith. When the Equipment has been delivered, District will immediately accept the Equipment and evidence said acceptance by executing and delivering to Authority an acceptance certificate in form and substance acceptable to Authority. After it has been delivered and accepted, the Equipment will not be primarily moved from the location(s) specified on **Exhibit A** without Authority's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Authority hereby covenants to provide District with quiet use and enjoyment of the Equipment during the Term, and District will peaceably and quietly have and hold and enjoy the Equipment during the Term, without suit, trouble or hindrance from Authority, except as otherwise expressly set forth in this Loan Agreement.

Section 15. Right of Inspection. Authority will have the right at all reasonable times during regular business hours upon reasonable notice to enter into and upon the property of District for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. District will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Loan Agreement. District will obtain all permits and licenses, if any, necessary for the operation of the Equipment. In addition, District agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that District may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Authority, adversely affect the interest of Authority in and to the Equipment or its interest or rights under this Loan Agreement.

Section 17. Maintenance of Equipment. District agrees that it will, at District's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Authority will have no responsibility to maintain, or

repair or to make improvements or additions to the Equipment. If requested to do so by Authority, District will enter into a maintenance contract for the Equipment with Vendor.

Section 18. Title to the Equipment. During the Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in District, subject to the rights of Authority under this Loan Agreement; provided that title will thereafter immediately and without any action by District vest in Authority, and District will immediately surrender possession of the Equipment to Authority upon (a) any termination of this Loan Agreement other than termination pursuant to **Section 6** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Authority pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. District will, nevertheless, execute and deliver any such instruments as Authority may request to evidence such transfer. District irrevocably designates, makes, constitutes and appoints Authority and its assignee as District's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Authority in its sole and absolute discretion may determine, in District's or Authority's or such assignee's name, to endorse the name of District upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Authority and transfer possession to Authority.

Section 19. Security Interest. To secure the performance of all of District's obligations under this Loan Agreement and to the extent permitted by law, Authority retains a security interest constituting a first priority and perfected lien and security interest on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. District agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, information necessary for fixture filings, notice and similar instruments, in form satisfactory to Authority, that Authority deems necessary or appropriate to establish and maintain its first priority and perfected security interest in the Equipment or for the confirmation or perfection of Authority's rights hereunder. District agrees that financing statements may be filed with respect to the security interest in the Equipment. District, at its expense will protect and defend District's rights in the Equipment and Authority's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances, and legal processes of District's creditors and other persons.

District agrees to either: (i) cause the original registration of such titled equipment or vehicles to list District as owner and Authority or its assignee as first priority lienholder with respect to the Equipment, or (ii), if the Equipment is titled in California, endorse the Certificate of Ownership showing Authority or its assignee as "legal owner" (as defined by Section 6301 of the California Vehicle Code). District agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Authority, that Authority deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Authority's rights hereunder. During the Term, District shall either: (i) hold legal title to the Equipment as the owner, or (ii) for Equipment titled in California, be the "owner" (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of the Equipment, subject to the rights of Authority hereunder, which is the first position lienholder and, with respect to Equipment titled in California, the "legal owner" (as defined in Section 370 of the California Vehicle Code) of the Equipment. If a Termination this Loan Agreement occurs due to Event of Default, all rights, title, and interests in the Equipment shall immediately vest in Authority or its assignee, as the case maybe, free and clear of any right, title or interest of District.

District will, at District's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If District is required to obtain any new certificate of title or of registration, District will, at District's expense and with written notice to Authority of such action, obtain such new certificate of title or of registration in the form described above. District will provide Authority with all licenses, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. District will notify Authority of any changes to the certificate of registration or license plate within 10 days of such change.

As further security therefor, District hereby agrees with respect thereto that Authority shall have all the rights and remedies of a secured party under applicable California law with respect to any and all Equipment hereunder.

Section 20. Personal Property. Authority and District agree that the Equipment is and will remain personal property notwithstanding the manner in which it may be attached or affixed to realty. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. District covenants that, unless District owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, at Authority's request, District shall provide Authority with a waiver from any landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any Equipment.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. District will keep the Equipment free and clear of all levies, liens, charges and encumbrances, except those created under this Loan Agreement, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Authority immediate written notice of any of the foregoing. The parties to this Loan Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of District and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, District will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. District will pay all utility and other charges incurred in the use and maintenance of the Equipment. District will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, District will be obligated to pay only such installments that accrue during the Term hereof. If any of the same shall remain unpaid when due, Authority may pay same and add such payment to the rental payment next becoming due, as additional rent. District shall execute and deliver to Authority upon Authority's request such further instruments and documents containing such other assurances as the Authority deems necessary or advisable for the confirmation or perfection of Authority's rights hereunder or to otherwise effectuate the intent of this Loan Agreement.

Section 22. Insurance. At its own expense, District will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Authority in an amount not less than the greater of then applicable Purchase Price of the Equipment and the full replacement cost of the Equipment without consideration for depreciation, (b) liability insurance that protects Authority from liability in all events in form and amount satisfactory to Authority, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Authority's prior written consent, District may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. District will furnish to Authority certificates evidencing such coverage throughout the Term hereof.

All such casualty and liability insurance will be with insurers that are acceptable to Authority and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Authority at least ten days in advance of such cancellation or modification. All such casualty insurance will name Authority, or its assignee, as the case may be, as a loss payee and additional insured. All such liability insurance will name Authority, or its assignee, as the case may be, as an additional insured.

All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Authority, and shall provide that losses, if any, shall be payable to Authority, or its assignee, as the case may be, as "loss payee," and all such liability insurance shall include Authority, or its assignee, as the case may be, as an "additional insured." District shall pay the premiums for such insurance and deliver to Authority a certification in the form of **Exhibit C-1** and satisfactory evidence of the insurance coverage required hereunder. District hereby irrevocably appoints Authority, or its assignee, as District's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

Section 23. Advances. In the event District fails to maintain the insurance required by this Loan Agreement, pay taxes or charges required to be paid by it under this Loan Agreement or fails to keep the Equipment in good repair and operating condition, Authority may (but will be under no obligation to) purchase the required policies of insurance and pay the cost

of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Authority will become additional purchase price for the Equipment. District agrees to pay such amounts with interest thereon from the date paid at the rate of _% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. District shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. District shall have an annual audit of the financial condition of District made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting District's financial position as of the end of such fiscal year and the results of District's operations and changes in the financial position of its funds for the fiscal year. District shall furnish to Authority copies of such audit report immediately after it is accepted by District, but not later than two hundred and seventy (270) days after the end of the fiscal year. If the audit is publicly available on District's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Authority will be satisfied if District emails a link to the posted item to Authority within such 270-day period.

Section 25. Release and Indemnification. To the extent permitted by law, District will indemnify, protect and hold harmless Authority from and against any and all liability (including, without limitation, negligence, tort and strict liability), obligations, losses, expenses, proceedings, judgements, settlements, actions, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, reasonable counsel fees and reasonable expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Loan Agreement, (b) the ownership, possession, operation, control of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, maintenance, transportation, storage, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, (e) any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations, (f) any claims of patent, trademark or copyright infringement or (g) the breach of any covenant herein or any material misrepresentation contained herein, and if District shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by District, including (without limitation) claims for injury or death of persons and for damage to property. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Loan Agreement or the Termination hereof for any reason. Notwithstanding the previous sentence, District shall not indemnify Authority, or its assignees, for any liabilities, losses and claims resulting from Authority's actual, proven, direct and proximate gross negligence or willful misconduct.

Section 26. Risk of Loss. District assumes, from and including the Commencement Date, and bears all risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Term and thereafter until redelivery to a location designated by Authority, and shall not be relieved of the obligation to pay Loan Payments or any other obligation hereunder because of any such occurrence. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve District of the obligation to make Loan Payments or to perform any other obligation under this Loan Agreement.

If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, District shall immediately notify Authority. District and Authority shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Authority's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to District. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, District shall, at Authority's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of District or Authority in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, District and Authority will cause the Net Proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Authority's option to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless District has exercised its option to purchase the Equipment pursuant to **Section 31**, then to the payment in full of the Concluding Payment. Any balance of the Net Proceeds remaining after such work has been completed will be paid to District.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, District will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Authority's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by District. If District will make any payments pursuant to this Section, District will not be entitled to any reimbursement therefor from Authority nor will District be entitled to any diminution of the amounts payable under **Section 7**.

Section 29. Disclaimer of Warranties. **DISTRICT REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED AUTHORITY TO FINANCE THE SAME. AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY EQUIPMENT MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, THE VALUE, DESIGN, CONDITION, CAPACITY, OPERATION, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL AUTHORITY BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LOAN AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR DISTRICT'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LOAN AGREEMENT. AS BETWEEN DISTRICT AND AUTHORITY, DISTRICT PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."**

Authority shall not be liable to District or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Authority makes no warranty as to the treatment of this Loan Agreement for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. District has selected both the Equipment and the Vendor and acknowledges that Authority has not participated in any way in District's selection of the Equipment or the Vendor. Authority has no obligation to install, erect, test, adjust, service or maintain the Equipment.

Section 30. Vendor's Warranties. District may have rights under the contract evidencing the purchase of the Equipment; District is advised to contact the Vendor for a description of any such rights. District hereby assigns to Authority during the Term hereof all warranties running from Vendor to District. Authority hereby irrevocably appoints District its agent and attorney-in-fact during the Term, so long as District will not be in default hereunder, to assert from time-to-time whatever claims and rights (including without limitation warranties) related to the Equipment that Authority may have against the Vendor. District agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and District's obligations to Authority hereunder shall not in any manner be affected thereby, including (without limitation) District's obligations to pay Authority all Loan Payments and other amounts payable hereunder. District's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Authority. Any such matter will not

have any effect whatsoever on the rights and obligations of Authority with respect to this Loan Agreement, including the right to receive full and timely payments hereunder. District expressly acknowledges that Authority makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment. District will have the option to purchase all, but not less than all of the Equipment, provided that no Event of Default has occurred and is continuing hereunder, and Authority's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to District, and this Loan Agreement shall terminate at the following times and upon the following terms:

(i) On the dates set forth on **Exhibit B**, respectively, upon payment in full of the Loan Payment and all other amounts then due hereunder with respect to the Equipment to be purchased, plus (A) the Purchase Price designated on **Exhibit B**, as applicable, for such purchase date if such purchase date is a Loan Payment Date or the Purchase Price for the immediately preceding Loan Payment Date if such purchase date is not a Loan Payment Date, and (B) if such date is not a Loan Payment Date, an amount equal to the portion of the interest component of the Loan Payment scheduled to come due on the following Loan Payment Date accrued from the immediately preceding Loan Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months. Upon the application of such prepayment of the Equipment, as applicable, the Payment Schedule set forth on **Exhibit B** will be revised accordingly.

(ii) In the event of substantial damage to or destruction or condemnation (other than by District or any entity controlled by or otherwise affiliated with District) of substantially all of the Equipment, as applicable, on the day District specifies as the purchase date in District's notice to Authority of its exercise of the purchase option, upon payment in full of the Loan Payment and all other amounts then due hereunder with respect to the Equipment, as applicable, plus (A) the Purchase Price designated on **Exhibit B**, as applicable, for such purchase date if such purchase date is a Loan Payment Date or the Purchase Price for the immediately preceding Loan Payment Date if such purchase date is not a Loan Payment Date, and (B) if such date is not a Loan Payment Date, an amount equal to the portion of the interest component of the Loan Payment scheduled to come due on the following Loan Payment Date accrued from the immediately preceding Loan Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months. If a Purchase Price is not listed for such date that District has designated as the purchase date, the Purchase Price for that date shall be calculated as the Loan Payment then due with respect to the Equipment, as applicable, plus 100% of the then outstanding principal balance with respect to that Equipment. Upon the application of such prepayment of the Equipment, as applicable, the Payment Schedule set forth on **Exhibit B** will be revised accordingly. Upon the exercise of the option to purchase, title to the vehicles comprising the Equipment, as applicable, will be vested in District, free and clear of any claim by or through Authority.

Section 32. Determination of Fair Purchase Price. District and Authority hereby agree and determine that the Loan Payments hereunder during the Term hereof represent the fair value of the use of the Equipment and that the amount required to exercise District's option to purchase the Equipment pursuant to **Section 31** represents the fair purchase price of the Equipment for each optional prepayment date set forth therein. District hereby determines that the Loan Payments do not exceed a reasonable amount so as to place District under a practical economic compulsion to pay the amounts set forth in this Loan Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, District and Authority have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by District, (c) the benefit to District by reason of the acquisition of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Loan Agreement, and (d) District's option to purchase the Equipment. District hereby determines and declares that the acquisition of the Equipment and the leasing of the Equipment pursuant to this Loan Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Equipment were performed by District other than pursuant to this Loan Agreement. District hereby determines and declares that the Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Authority. Authority's interest in, to and under this Loan Agreement and the Equipment may be assigned in whole, but not in part (except as participation interests, as described below), without the necessity of obtaining the consent of District; provided that any assignment will not be effective against District until (a) District has received written notice of the name and address of the assignee, (b) such assignee is (i) an affiliate of Authority or (ii) a bank,

insurance company or other financial institution, or an affiliate thereof, and (c) District receives a letter of representation from such assignee with representations as to its status, its sophistication, its review of District's finances and that it is acquiring the rights, title and interest of this Loan Agreement for its own account and not with a present view to resell, in substantially the form attached hereto. Nothing herein shall limit the right of Authority or its assignees to sell or assign participation interests in this Loan Agreement to one or more entities listed in the preceding clause (b). District will retain all such notices as a register of all assignees and will make all payments to the assignee designated in such register. District agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Authority or any assignee to protect its interest in the Equipment and in this Loan Agreement and agrees to the filing of financing statements with respect to the Equipment and this Loan Agreement. District will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right District may have against Authority.

Section 34. Assignment and Subleasing by District. None of District's right, title and interest in, to and under this Loan Agreement and the Equipment may be assigned or encumbered by District for any reason, except that District may sublease all or part of the Equipment if District obtains the prior written consent of Authority and an opinion of Bond Counsel that such subleasing will not adversely affect the exclusion of the interest components of the Loan Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Loan Agreement and the rights of Authority in, to and under this Loan Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Loan Agreement:

(a) Failure by District to pay any Loan Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to District by Authority, unless Authority will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by District within the applicable period and diligently pursued until the default is corrected;

(c) Default by the District under any Parity Debt Documents.

(d) Any statement, representation or warranty made by District in or pursuant to this Loan Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Loan Agreement will at any time for any reason cease to be valid and binding on District, or will be declared to be null and void, or the validity or enforceability thereof will be contested by District or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Authority, or District will deny that it has any further liability or obligation under this Loan Agreement;

(f) District will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of District, or of all or a substantial part of the assets of District, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against District in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of District or of all or a substantial part of the assets of District, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Authority will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to District, Authority may declare all Loan Payments and other amounts payable by District hereunder to the end of the Term to be due;

(b) With or without terminating this Loan Agreement, Authority may enter the premises where the Equipment is located and retake possession of the Equipment or require District at District's expense to promptly return any or all of the Equipment to the possession of Authority at a place specified by Authority, and sell or lease the Equipment or, for the account of District, sublease the Equipment, holding District liable for the difference between (i) the Loan Payments and other amounts payable by District hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Authority in exercising its remedies under this Loan Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of District's liability under this subparagraph (b) shall not exceed the Loan Payments and other amounts otherwise due hereunder plus the remaining Loan Payments and other amounts payable by District to the end of the Term; and

(c) Authority may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and to collect the Loan Payments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Loan Agreement.

In addition, District will remain liable for all covenants and indemnities under this Loan Agreement and for all reasonable legal fees and other reasonable costs and expenses, including court costs, incurred by Authority with respect to the enforcement of any of the remedies listed above or any other remedy available to Authority.

Section 36A. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 36, all Gross Revenues thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Gross Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Authority, if any, in carrying out the provisions of hereof, including reasonable compensation to their respective accountants and counsel; and

Second, to the payment of the entire unpaid aggregate Principal Components of the Loan Payments, and the unpaid principal amount of any other Parity Debt secured by Gross Revenues, and the accrued interest thereon, with interest on the overdue payments at the rate or rates of interest applicable to the Loan Payments and such other Parity Debt obligations if paid in accordance with their respective terms.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it in this Loan Agreement it will not be necessary to give any notice, other than such notice as may be required in this Loan Agreement.

Section 38. Tax Certifications. District hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Loan Agreement that are expected to be financed under this Loan Agreement, will not be less than the total principal portion of the Loan Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) District has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Loan Payments, or (ii) that may be used solely to prevent a default in the payment of the Loan Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by District, either in whole or in major part, prior to the last maturity of the Loan Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 39. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Loan Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by District.

Section 40. Binding Effect. This Loan Agreement will inure to the benefit of and will be binding upon Authority and District and their respective successors and assigns.

Section 41. Severability. In the event any provision of this Loan Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 42. Entire Agreement. This Loan Agreement constitutes the entire agreement between Authority and District.

Section 43. Amendments. This Loan Agreement may be amended, changed or modified in any manner by written agreement of Authority and District. Any waiver of any provision of this Loan Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 44. Series 2022 Loan Obligations Register. The District will keep or cause to be kept, sufficient books for the registration and transfer of the Series 2022 Loan Obligations which shall be open at all reasonable times with reasonable prior notice during normal business hours of the District; and, upon presentation, the District shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Series 2022 Loan Obligations.

Section 45. No CUSIP Numbers; No Rating; No DTC; No Offering Document. The Series 2022 Loan Obligations shall not bear CUSIP numbers, shall not be rated by any rating agency, shall not be held by The Depository Trust Company, and shall not be offered pursuant to any offering document.

Section 46. Applicable Law. This Loan Agreement will be governed by and construed in accordance with the laws of the State.

Section 47. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 48. Role of Authority. Authority has not acted and will not act as a fiduciary for District or as District’s agent or municipal advisor. Authority has not and will not provide financial, legal, tax, accounting or other advice to District or to any financial advisor or placement agent engaged by District with respect to this Loan Agreement. District, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Loan Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 49. District’s Notice Filings Related to this Loan Agreement for SEC Rule 15c2-12. In connection with District’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by District on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Authority acknowledges that District may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice that District has incurred obligations under this Loan Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Loan Agreement. District agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Authority or its affiliates: address and account information of Authority or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Authority or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. District acknowledges that Authority is not responsible for District’s compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

Section 50. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 51. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, Authority and District have caused this Loan Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY

By: _____

Name: _____

Title: _____

ARCATA FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

DESCRIPTION OF THE EQUIPMENT: One (1) Pierce Type 1 Engine, as more particularly described in the Vendor Contract attached hereto as **Annex 1**.

EQUIPMENT LOCATION: Arcata Fire Protection District (the "District"), including the District's principal location at 2149 Central Ave., McKinleyville CA 95519.

ANNEX 1

VENDOR CONTRACT

EXHIBIT B

SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT

PAYMENT SCHEDULE⁽¹⁾⁽²⁾

Original Principal Amount: \$ _____ .00

Interest Rate: ____ %

Commencement Date: August 1, 2022

Loan Payments will be made in accordance with Section 7 of the Loan Agreement and this Payment Schedule.

<u>Loan Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>PFA Fee</u>	<u>Total Debt Service⁽¹⁾</u>	<u>Payoff Amount⁽²⁾</u>	<u>Payoff Penalty</u>	<u>Total Payoff</u>
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ARCATA FIRE PROTECTION DISTRICT

By: _____

Name:

Title:

⁽¹⁾ District's Loan Payments to Authority should be made from this **Exhibit B**.

⁽²⁾ District's option to purchase is subject to provisions of Section 31 of the Loan Agreement.

EXHIBIT C

SERIES 2022A INSTALLMENT LOAN PURCHASE AGREEMENT

FORM OF CERTIFICATION OF INSURANCE COVERAGE

EXHIBIT D

ESSENTIAL USE CERTIFICATE

California Municipal Public Financing Authority, and its successors and/or assigns
20 South Santa Cruz Ave. Suite 300
Los Gatos, CA 95030

Re: Series 2022A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the “Authority”) and the Arcata Fire Protection District (the “District”)

I, Justin McDonald, the Fire Chief for District, am qualified to answer the questions set forth below regarding the Equipment to be acquired by District in connection with the above-referenced Loan Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment? (If so, please explain why you are replacing the existing equipment)*

5. *For how many years do you expect to utilize the Equipment?*

Very truly yours,

ARCATA FIRE PROTECTION DISTRICT

By: _____

Name: Justin McDonald

Title: Fire Chief

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Justin McDonald, do hereby certify that I am the Fire Chief for Arcata Fire Protection District (the "District"), which is a fire protection district within the State of California, and operates under a Council-Manager form of government, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Series 2022A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority and the District, and incorporated herein by reference (the "Loan Agreement"), and
 - b. Execute this Certificate and all other certificate, documents, and agreements relating to the Loan Agreement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Justin McDonald	Fire Chief	_____
Randy Mendosa	President	_____
Beck Schuette	Secretary	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Arcata Fire Protection District in the State of California.

April __, 2022

Justin McDonald, Fire Chief

EXHIBIT F

OPINION OF DISTRICT'S COUNSEL

[Letterhead of District's General Counsel]

April __, 2022

California Municipal Public Financing Authority
20 S. Santa Cruz Avenue, Suite 300
Los Gatos, CA 95030

Bank
ADDRESS

Re: **\$735,830.00**
Series 2022A Installment Loan Purchase Agreement

Ladies and Gentlemen:

We have acted as counsel to the Arcata Fire Protection District (the "District") in connection with the Series 2022A Installment Loan Purchase Agreement, dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the "Authority") and the District (the "Loan Agreement"), and the proceedings taken by the Governing Body of the District to authorize on behalf of the District the execution and delivery of the Loan Agreement. Capitalized terms not otherwise defined herein will have the meanings set forth in the Loan Agreement. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The District is a political subdivision duly organized and existing under the laws of the State of California, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and/or (c) police power.

2. The Resolution (the "Resolution") authorizing the execution and delivery of the Loan Agreement was adopted by the Governing Body of the District at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings, with all public notice required by law and at which a quorum was present and acting throughout, and which is in full force and effect, and, has not been amended, modified, or supplemented.

3. The District has the requisite power and authority to purchase the Equipment and to execute and deliver the Loan Agreement and to perform its obligations thereunder.

4. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the District of the Loan Agreement or in any way to contest the validity of the Loan Agreement, to contest or question the creation or existence of the District or the Governing Body of the District or the authority or ability of the District to execute or deliver the Loan Agreement or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the District from annually paying the Loan Payments or other amounts contemplated by the Loan Agreement. The entering into and performance of the Loan Agreement do not and will not violate any judgment, order, law, or regulation applicable to the District or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the District or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the District is a party or by which it or its assets may be bound.

5. The District has complied with any applicable public bidding requirements in connection with the Loan Agreement and the transactions contemplated thereby.

6. The Loan Agreement has been duly authorized, executed, and delivered by the District. Assuming due authorization, execution and delivery thereof by Authority, the Loan Agreement constitutes the legal, valid, and binding obligations of the District, enforceable against the District in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

7. The Equipment to be purchased pursuant to the Loan Agreement constitutes personal property and, when subjected to use by the District, will not be a fixture under applicable law.

This opinion may be relied upon by purchasers and assignees of Authority's interests in the Loan Agreement.

Respectfully submitted,

Firm Name

EXHIBIT G

POST-ISSUANCE TAX COMPLIANCE PROCEDURES CERTIFICATE

Dated: April __, 2022

The following Post-Issuance Tax Compliance Procedures Certificate (the "Certificate") is delivered in connection with the execution and delivery of the Series 2022A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the "Authority") and the Arcata Fire Protection District (the "District"). Capitalized terms used herein have the meanings defined in the Loan Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of District as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Authority and sold to District pursuant to and in accordance with the Equipment Schedule (the "Equipment Schedule") executed under the Loan Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, the Authority shall apply \$735,655 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and District shall make Loan Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of District is an Authorized Representative (as defined in the Loan Agreement) of District delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of District adopted with respect to the Financing Documents, a copy of which has been delivered to Authority.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of District, which Equipment is described in the Equipment Schedule.

1.4. District will timely file or cause to be filed, a Form 8038-G with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Loan Agreement is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 2. Non-Arbitrage Certifications.

2.1. The Loan Payments due under the Financing Documents will be made with monies retained in District's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Loan Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of District that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. District does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by District to acquire investments which produce a yield materially higher than the yield realized by Authority from Loan Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. District does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to District.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to District as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2 District shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) District adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein District expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before District adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) District will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. District has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within District's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3(a) District covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Loan Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. District reasonably expects to cause the Equipment to be acquired by ____ 1, 20__, but not later than ____ 30, 20__.

(b) District will provide evidence to Authority that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment

in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) District hereby covenants that (i) District is a governmental unit with general tax powers; (ii) the Loan Agreement is not a “private activity bond” under Section 141 of the Code; and (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of District.

Section 5. No Private Use; No Consumer Loan.

5.1. District will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, District will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

5.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the “Excess Private Use Portion”) will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related.

5.3. For purposes of paragraph 5.2 above, “Private Business Use” means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than District.

Section 6. No Federal Guarantee.

6.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 7. Miscellaneous.

7.1. District shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Authority or its assignee agrees to act as District’s agent for such purpose.

7.2. District shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

7.3. To the best of the undersigned’s knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

7.4. The District's Tax Identification Number is: =====

7.5. The District has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Loan Payments under the Loan Agreement as excluded from Authority's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Loan Agreement to ensure compliance with such procedures

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of District as of April __, 2022.

ARCATA FIRE PROTECTION DISTRICT

By: _____
Name:
Title:

EXHIBIT H

BANK QUALIFIED CERTIFICATE

The Arcata Fire Protection Districts (the “District”) under that certain Series 2022A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the “Authority”) and the Arcata Fire Protection District (the “District”), hereby designates the Loan Agreement as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The District hereby represents that the District reasonably anticipates that the District and other entities that the District controls will not issue tax-exempt obligations (including the Loan Agreement) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Loan Agreement is executed and delivered and interest commences to accrue thereunder.

This Certificate designating the Loan Agreement as a “qualified tax-exempt obligation” is attached to and made a part of the Loan Agreement and inures to the benefit of the parties to the Loan Agreement and their successors and/or assigns.

EXECUTED as of this __th day of April, 2022.

ARCATA FIRE PROTECTION DISTRICT

By: _____

Name:

Title:

EXHIBIT I

DISTRICT'S CLOSING CERTIFICATE

Re: Series 2022A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the "Authority") and the Arcata Fire Protection District (the "District") (the "Loan Agreement")

I, the undersigned, the duly appointed, qualified and acting Fire Chief of the above-captioned District do hereby certify as follows:

(1) District did, at a meeting of the governing body of District April 5, 2022, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Loan Agreement and Assignment Agreement on its behalf by the following named representative of District:

Justin McDonald	Fire Chief	
Printed Name	Title	Signature

[This signature line to be signed by person who executed the Loan Agreement on behalf of District.]

(2) The above-named representative of District held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his is the true and correct specimen of his genuine signature.

(3) At the meeting described in (1) above, the representative of District named in (1) above and the officers or employees of District from time to time holding the offices or titles set forth below were designated as authorized representatives of District for the Loan Agreement and Assignment Agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>

(4) The meeting of the governing body of District at which the Loan Agreement was approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Loan Agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto* is a true and correct copy of the resolution constituting such official action.

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Loan Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Loan Agreement is currently maintained by District.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal against District that, if adversely determined, would adversely affect the transactions contemplated by the Loan Agreement or the interest or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of District within the preceding four years.

(9) The correct billing address for Loan Payments is as follows:

Arcata Fire Protection District
2149 Central Ave.
McKinleyville, CA 95519
Attention: Fire Chief

Dated: April __, 2022.

By: _____

Name: Justin McDonald

Title: Fire Chief

**ATTACHMENT TO
DISTRICT'S CLOSING CERTIFICATE**

**COPY OF AUTHORIZATION RESOLUTION
(per Section 4)**

(Please provide signed copy of authorizing resolution)

EXHIBIT J

IRS FORM 8038-G QUESTIONNAIRE

Name of District: Arcata Fire Protection District
Address of District: 2149 Central Ave., McKinleyville, Ca 95519
Contact Person: Justin McDonald
Telephone number: (707)825-2000
Email address:
District's FEIN: =====

GENERAL

The Form 8038-G (the form used by Districts to report the issuance of a tax-exempt obligation) asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the Form 8038-G asks Districts to report whether any proceeds will be used to reimburse the District for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G upon execution and delivery of the Lease.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. Further information is available at <http://www.gilmorebell.com> under the "Resources" header. If you have any questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the District has not adopted the described procedures.

1. Has the District established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within District's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

Yes ___ No ___ If Yes, please attach a copy.

2. Has the District established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

Yes ___ No ___ If Yes, please attach a copy.

Part 2 – Use of the Equipment

1. **Leases.** Are there or are there expected to be any leases, either short-term or long-term) that provide a Non-Qualified User (i.e., a private company, 501(c)(3) corporation, the federal government or any agency of the federal government) with legal rights to use, benefit from, or otherwise lease any portion of the Equipment?

Yes ___ No ___

If your response is "Yes" to the question above, please include a copy of each lease or use agreement or information about the proposed lease.

2. **Management and Service Agreements.** Are there or are there expected to be any agreements with Non-Qualified Users to provide management functions or any other services with the Equipment?

Yes ___ No ___

If your response is "Yes" to the question above, please include a copy of each management or service agreement or information about the proposed agreement.

Part 3 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse District for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ___ No ___** *If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of District's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to District? \$ _____

Date: April __, 2022.

ARCATA FIRE PROTECTION DISTRICT

By: _____

EXHIBIT K

\$735,000

**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY
(ARCATA FIRE PROTECTION DISTRICT)
SERIES 2022 LOAN OBLIGATIONS
(EQUIPMENT ACQUISITION PROJECT OF 2022)**

**REQUISITION NO. 1
FOR DISBURSEMENT FROM COSTS OF ISSUANCE ACCOUNT**

The undersigned, as Fire Chief of the Arcata Fire Protection District (the "District"), in connection with the execution and delivery of the above-captioned \$738,000 aggregate principal amount of the Arcata Fire Protection District, Series 2022 Loan Obligations (Equipment Acquisition Project of 2022) (the "Obligations"), approved pursuant to Resolution No. 22-__ (the "Resolution"), adopted by the Board of Directors of the District on April 5, 2022, and executed and delivered pursuant to a Series 2022A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2022, by and between the California Municipal Public Financing Authority (the "Authority") and the District (the "Loan Agreement"), do hereby certify that:

(i) the undersigned is a duly Authorized Representative (as defined in the Resolution and Loan Agreement) with authority to act on behalf of the District as necessary in connection with execution and delivery of the Obligations, and as such, is authorized to disburse money for the payment of Costs of Issuance (the "Costs of Issuance"), which moneys have been set aside by Authority for the purpose of paying the Costs of Issuance (the "Costs of Issuance Funds");

(ii) the Authority is hereby instructed to pay to the parties listed on Exhibit A hereafter the sum listed opposite such parties names as a payment for the items listed and the expenses incidental thereto from the Costs of Issuance Funds. These costs have been properly incurred, are each a proper charge under the Loan Agreement and have not been the basis of any previous disbursements; and

(iii) all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in Exhibit A attached hereto or in invoices submitted in accordance herewith, and the Authority may rely on such payment instructions as though given by the District with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein.

Dated: April __, 2022

ARCATA FIRE PROTECTION DISTRICT

By: _____
Justin McDonald, Fire Chief

EXHIBIT A

**REQUEST NO. 1
COSTS OF ISSUANCE DISBURSEMENTS**

<u>Payee Name and Address</u>	<u>Purpose of Obligations</u>	<u>Amount</u>
California Municipal Public Financing Authority 20 S. Santa Cruz Ave., Suite 300 Los Gatos, CA 95030	Issuance Fees	\$ _____
Arcata Fire Protection District 2149 Central Ave. McKinleyville, CA 95519	District Admin Fees*	\$ _____

* [detail other fees, if any]



Resolution Number: 22-258

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

WHEREAS, in compliance with Resolution 22-256, 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 District by the following polled vote:

- Ayes:
- Nays:
- Abstain:
- Absent:

DATED: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

Documents for Destruction Pursuant to Policy

The following documents have been approved for destruction or purging in accordance with District Policy. Also, in conjunction with the Policy, when the Type Purged/Destroyed indicates "Hardcopy," the paper version is destroyed, and a scanned version is maintained and available pursuant to the legal retention period. Likewise, when the Type Purged/Destroyed indicates "Electronic," the scanned document is being purged from electronic storage. In some instances, hardcopy documents were never stored electronically.

Document Type	Type Purged/Destroyed
1998 Personnel Investigation File	Hardcopy
2010 Complaint Investigation (Rejected placement of Volunteer Firefighter)	Hardcopy
2017 US Census of Governments Survey of Public Employment & Payroll	Hardcopy
Adjudicated litigation 2014 EEOC Claim	Hardcopy
Accounts Payables/Accounts Receivables FY 2013/14 and 2014/15	Hardcopy
Athens Loss history printouts 2011-2016	Hardcopy
Bureau of Labor Statistics Submissions	Hardcopy
California Dept. of Tax & Fee Administration Government Entity Diesel Fuel Tax Returns & supporting documentation 2016	Electronic
California Dept. of Tax & Fee Administration Government Entity Diesel Fuel Tax Returns & supporting documentation 2016-2019	Hardcopy
Certificates of Insurance/Liability 2003-2016	Hardcopy
EDD State Payroll DE9 & 9C 2014	Hardcopy
EDD State Payroll DE9 & 9C 2014	Electronic
Federal 941 & Schedule B Filings 2014	Hardcopy
Federal 941 & Schedule B Filings 2014	Electronic
Fire Investigation Files 1980 - 2017	Hardcopy
Former Personnel Files and backgrounds 2014-2015	Hardcopy
JPA Agreement FDAC-FASIS 1988	Hardcopy
Juvenile Fire Setter Files	Hardcopy
Mail Logs 2019, 2020, 2021	Hardcopy
Medical files former volunteers and paid staff	Hardcopy
Mad River Truck Barn original RFP and Bids (scanned for historical purposes only)	Hardcopy
Obsolete Petitions for Adjustment of Special Tax and/or Benefit Assessment	Hardcopy
OSHA 300 Form, First Aid & Workers comp claims log 1999-present	Hardcopy
OSHA 300 Form, First Aid & Workers comp claims log 2016	Electronic
Payroll reports & Documentation from Kern Construction related to Truck Garage at MR 2003	Hardcopy
Payroll Documentation 2014	Hardcopy
PERS Health and 457 Enrollment Documents for several Retirees	Hardcopy

Proof of Publications 2001-present	Hardcopy
Records requests 2016	Electronic
Records requests 2016 to present	Hardcopy
Recruitment documents and applications, volunteer & career 2015-2016	Hardcopy
Regional Communications Grant EMW-2011-FR-0016	Hardcopy
Retiree Deferred Compensation Plan Summary Statements (Mass Mutual, The Hartford, Empower Retirement) 2012- current	Hardcopy
Retiree Deferred Compensation Plan Summary Statements (Mass Mutual, The Hartford, Empower Retirement) 2012-2016	Electronic
Safer Hiring Grant Documentation EMW-2011-FH-00559	Hardcopy
Special Districts SCO Financial Transactions Report Submission Documents 2004	Hardcopy
Supplementals to Incident Reports and all associated media	Hardcopy
Volunteer Recruitment & Retention Grant EMW-2010-FF-00285	Hardcopy
W-9 and 1099 Information 2008-present	Hardcopy
Work Orders from Advanced Security System - carbon copies	Hardcopy

Correspondence & Communications

March 12, 2022

Rear Captain Nate Padula and
Engineer Jo' Shawn Fields,

On December 10th, 2021 you received
a 911-no injuries-call from [REDACTED]

[REDACTED] Makinleyville. My carbon
monoxide unit was beeping, again,
3rd time in five days. After diligent
investigation it was determined that the
culprit this time - was my wall furnace.
And the hand held carbon monoxide was
going crazy in my bedroom.

My wall furnace was specially turned
OFF until it had been repaired and
received PG & E's OK.

Finally satisfied that I could now breathe
safely you both departed.

Thank again and again for your
service in keeping a member of the
public safe.

Sincerely
Catherine E. Schoen

March 12, 2022

Dear Captain Ross McDonald
and Engineer Tyler Sung.

On December 6, 2021 you
answered a 911 - no injuries -
call from [REDACTED]
McKinleyville CA.

After checking the source of
the beeping it was determined
that the carbon monoxide
unit needed a battery change.
I did not have a 9V. However,
you found one on your
truck.

Thank you so very much
for your service
Catherine E. Schoen

March 12, 2022

Dear Captain Marcus Lillard and
Engineer Ryan Dixon.

On December 8, 2021 you
answered a 911 - no injuries - call.

My carbon monoxide unit was
beeping, again. Second time.

After investigation it was determined
that my gas oven was the culprit and I
was asked not to use the oven again
until PQEF had checked the unit
and declared it OK.

Between you all my windows were
opened and the air declared fit for
habitation. I had to ask you to return
to [REDACTED] [REDACTED] [REDACTED] to close the

windows as I did not have the strength!
Thank you so much for the services
you offer. Another life saved!

Sincerely,

Catherine E. Schoen

March 13, 2022

To Captain Marcus Lillard
and
Fire Inspector Matt Knowles

Thank you for helping

me - and thanks

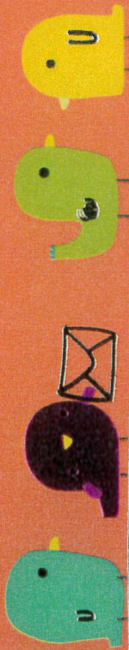
for helping me

with my key (knox box)

And thank you

for helping me get up.

Jim Pilsbri D



JUST A LITTLE NOTE

We are so LUCKY
to have our
firefighters! ✂

Thank
you Ross
& Tyler

We are so grateful
for all the work
you do!

✂ Josh, April Pearl + Riehy
Koenke



Date: March 11, 2022
 To: Humboldt County Special Districts
 City Managers
 From: Colette Santsche, Executive Officer
Subject: Notice of Vacancy – Alternate Public Member

The term of office for one alternate public member on LAFCo expires on June 30, 2022. All terms are four years and end on June 30. There are no term limits.

Current Public Member Terms

Designation	Current Member	Term of Office (ends on June 30)
Regular Member	Alie O. Lee	2020 - 2024
Alternate Member	Alan 'Skip' Jorgensen	2018 - 2022

Humboldt LAFCo has begun the process of selecting an alternate public member to serve on the commission from July 1, 2022 to June 30, 2026. The alternate public member fully participates in the discussion and deliberation at LAFCo meetings and votes in the event the regular public member is absent or otherwise excused.

The alternate public member must be a resident of Humboldt County. No person may serve as the regular or alternate public member of LAFCo who at the same time is an officer or employee of a local public agency or who is a member of a public board, commission, or committee that has the authority to make advisory or final decisions on matters relating to land use or the provision of services.

In order to help publicize the alternate public member vacancy and encourage more responses from communities throughout the county, we are providing you with the included press release. As members of your local communities, we are hoping that you can post the press release and inform potentially interested or well-suited persons about the vacancy and encourage application submittals. The alternate public member application can be found online at humboldtlafo.org.

The deadline for submitting public member applications is Friday, June 17, 2022. Any application that is submitted after the deadline will not be considered. The commission will be scheduling interviews during late June and/or early July with final selection scheduled for the July 20th regular commission meeting.



1125 16th Street, Suite 202, Arcata, CA 95521
(707) 445-7508 / (707) 825-9181 fax
www.humboldtlafo.org

PRESS RELEASE

NOTICE OF VACANCY

PUBLIC MEMBER

The Humboldt Local Agency Formation Commission (LAFCo) invites interested persons to apply for the position of alternate public member on the Commission. The alternate public member fully participates in the discussion and deliberation at LAFCo meetings. The alternate public member is also expected to vote in place of the regular public member at meetings during which the regular public member is absent or otherwise excused. LAFCo meetings are held at least six times per year on the third Wednesday of odd-numbered months in the Board Chambers at the County Courthouse in Eureka or virtually as necessary during the state of emergency. The four-year term for the alternate public member runs through June 30, 2026.

LAFCo is an independent government agency created in each county by the California State Legislature in 1963. LAFCo is responsible for facilitating changes in local governmental structure and boundaries that fosters orderly growth and development, promotes the efficient delivery of services, and encourages the preservation of open space and agricultural lands. Most notably, this includes approving or disapproving boundary change proposals, such as annexations and detachments, consistent with adopted spheres of influence for cities and special districts.

The alternate public member must be a resident of Humboldt County. No person may serve as the alternate public member of LAFCo who at the same time is an officer or employee of a local public agency or who is a member of a public board, commission, or committee that has the authority to make advisory or final decisions on matters relating to land use or the provision of services.

To obtain an application, please visit LAFCo's website at www.humboldtlafo.org or call 707-445-7508. A completed application form must be returned to the LAFCo Office no later than 5:00 p.m. on June 17, 2022. LAFCo will consider the appointment of the alternate public member at its meeting on July 20, 2022. For additional information, please contact krystleh@humboldtlafo.org.

Humboldt LAFCo will be considering the appointment of a public member to serve on the Commission through June 30, 2026. The alternate member fully participates in the discussion and deliberation at LAFCo meetings and votes in the event the regular public member is absent or otherwise excused.



HUMBOLDT

Local Agency Formation Commission

1125 16th Street, Suite 202, Arcata, CA 95521
 (707) 445-7508 / (707) 825-9181 fax
www.humboldtlaaco.org

DATE: March 22, 2022
TO: Humboldt County Administrative Officer
 City Managers
 Independent Special District Managers
FROM: Colette Santsche, Executive Officer
SUBJECT: **Proposed LAFCo Budget for Fiscal Year 2022-23**

Humboldt LAFCo is responsible under State law to annually adopt a proposed budget by May 1st and a final budget by June 15th, and to circulate the proposed and final budgets to member agencies. LAFCo is principally funded in equal thirds by the county, cities, and independent special districts, with the County Auditor-Controller allocating the proportionate costs. Government Code Section 56381 describes the LAFCo budget adoption process in more detail.

The proposed budget for fiscal year 2022-23, as adopted by the Commission on March 16, 2022, is enclosed. The full staff report and work plan as presented at the proposed budget hearing in March can be viewed at: <https://humboldtlaaco.org/agendas-minutes-2022/>. The Commission's operating expenses for fiscal year 2022-23 accommodate the following activities:

- Increases to expense categories for insurance and professional services.
- Application processing activities for changes of organization and reorganization proposals that come before LAFCo.
- Anticipated staffing services to conduct scheduled municipal service reviews and sphere of influence updates.

The Commission is proposing a 3% increase in member contributions for a total of \$130,200. This would be apportioned to the seven cities, 48 independent special districts, and the County.

The Commission will consider adopting its final budget at a public hearing on May 18, 2022 at 9:00 a.m. via Zoom webinar.

LAFCo requests comments on the proposed budget by Friday, May 6, 2022. Comments may be mailed to 1125 16th Street, Suite 202, Arcata, CA 95521, or e-mailed to colettem@humboldtlaaco.org. Please contact LAFCo staff at (707) 445-7508 if you have any questions.

cc: Karen Paz Dominguez, County Auditor-Controller

Humboldt LAFCo Operating Budget

Revenues:

		FY 2020-2021			FY 2021-2022		FY 2021-2022		FY 2022-2023	
Account	Revenue Category	Amended	Year End Actual	Difference Under/ (Over)	Adopted	8 Month Actual		Proposed		
800870	Charges for Services	\$181,300	\$27,011	\$154,290	\$181,300	\$131,613		\$185,200		
	County	\$42,100	\$42,100	\$0	\$42,100	\$42,100		\$43,400		
	Cities	\$42,100	\$42,100	\$0	\$42,100	\$42,100		\$43,400		
	Special Districts	\$42,100	\$41,856	\$244	\$42,100	\$41,939		\$43,400		
	Application Fees	\$55,000	\$27,011	\$27,990	\$55,000	\$5,475		\$55,000		
401000	Interest	\$1,230	\$385	\$845	\$1,230	\$0		\$2,510		
	REVENUE SUBTOTAL	\$182,530	\$153,451	\$29,079	\$182,530	\$131,613		\$187,710		

Operating Expenses:

		FY 2020-2021			FY 2021-2022		FY 2021-2022		FY 2022-2023	
Account	Expense Category	Amended	Year End Actual	Difference Under/ (Over)	Adopted	8 Month Actual		Proposed		
2106	Communications	\$160	\$155	\$5	\$160	\$104		\$160		
2110	Insurance	\$3,320	\$2,782	\$538	\$3,320	\$2,893		\$3,600		
2115	Memberships	\$4,750	\$4,533	\$217	\$4,750	\$4,150		\$4,750		
2117	Office Supplies	\$600	\$122	\$478	\$600	\$220		\$500		
2118	Professional & Special Services	\$166,800	\$160,648	\$6,152	\$160,900	\$65,383		\$165,900		
	Legal Services	\$5,000	\$3,276.00	\$1,724	\$5,000	\$1,170		\$5,000		
	Application Processing	\$55,000	\$53,867.97	\$1,132	\$55,000	\$19,242		\$55,000		
	Basic Services-EO/Clerk	\$55,000	\$51,503.50	\$3,497	\$55,000	\$25,477		\$55,000		
	MSRs/SOs	\$50,900	\$50,859.00	\$41	\$45,000	\$18,793		\$50,000		
	Website Services	\$200	\$121.20	\$79	\$200	\$121		\$200		
	Meeting Exp/Stipends	\$700	\$1,020.00	-\$320	\$700	\$580		\$700		
2119	Publications & Legal Notices	\$1,500	\$2,016	-\$516	\$1,500	\$494		\$1,500		
2121	Rents & Leases - Structures	\$5,400	\$5,400	\$0	\$5,400	\$3,600		\$5,400		
2125	Transportation & Travel	\$0	\$0	\$0	\$5,900	\$710		\$5,900		
	Mileage/Travel (In-County)	\$0	\$0	\$0	\$800	\$0		\$800		
	Mileage/Travel (Out-of-County)	\$0	\$0	\$0	\$2,600	\$710		\$2,600		
	Conference Registration	\$0	\$0	\$0	\$2,500	\$0		\$2,500		
Contingency/ Carryover										
2020	Contingency	-	-		-	-		-		
	Contingency Total	-	-		-	-		-		
	EXPENSE SUBTOTAL	\$ 182,530	\$ 175,656		\$ 182,530	\$ 77,553		\$187,710		

Operating Difference

(Negative Balance Indicates Use of Reserves)

\$ -	\$ (22,205.09)	\$ -	\$ 54,060.07	\$ -
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Unreserved/Unrestricted Fund Balance

Beginning	\$87,090.53
Ending	\$64,885.44

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

RECEIVED

APR - 1 2022

Arcata Fire District

March 31, 2022

Board of Directors for
Arcata Fire Protection District
2149 Central Avenue
McKinleyville, CA 95519

Subject: Upcoming Election for Special District Members to Serve on LAFCo

Dear Board Members,

My Name is Heidi Benzonelli, and I am seeking selection as a Special District Alternate Member for the Local Agency Formation Commission.

I am the Vice President of the Humboldt Community Services District Board of Directors; I have lived in Humboldt for 39 years and moved here after discovering the natural beauty and unique culture of our community. I have worked in Energy Conservation and Renewable Energy for the Redwood Coast Energy Authority, in Water, Wastewater for the Manila Community Services District and have spent the last 10 years in Community Improvement helping found the Westside Community Improvement Association where we remain the feedback loop focusing on the residents' desires for a healthy, safe and livable community.

I am uniquely qualified because I am "playing the long game". Resident's visions for the future of their community and government requirements such as RHNA must be balanced with environmental stewardship and economic development in order to assure the long-term sustainability of these plans. If we are planning for 5-10 years or the next iteration of a general plan, we are not considering problems we may be creating for the future of our community and the planet. With a background in Environmental Resources Engineering, a Masters of Business Administration, a passion for community organizing, and a commitment to present and future residents. I am a fit for LAFCo.

When you receive your ballot, please consider voting for me as a LAFCo Special District Alternate Member.

In Service,



Heidi Benzonelli
HCSD Board Vice-President

Just In Case

By Trillium Charter School

This is the story of a firefighter named Justin Case. One day Justin Case heard the alarm, grabbed his magical case, and went out to save the day. Read our book to find out what happened next.

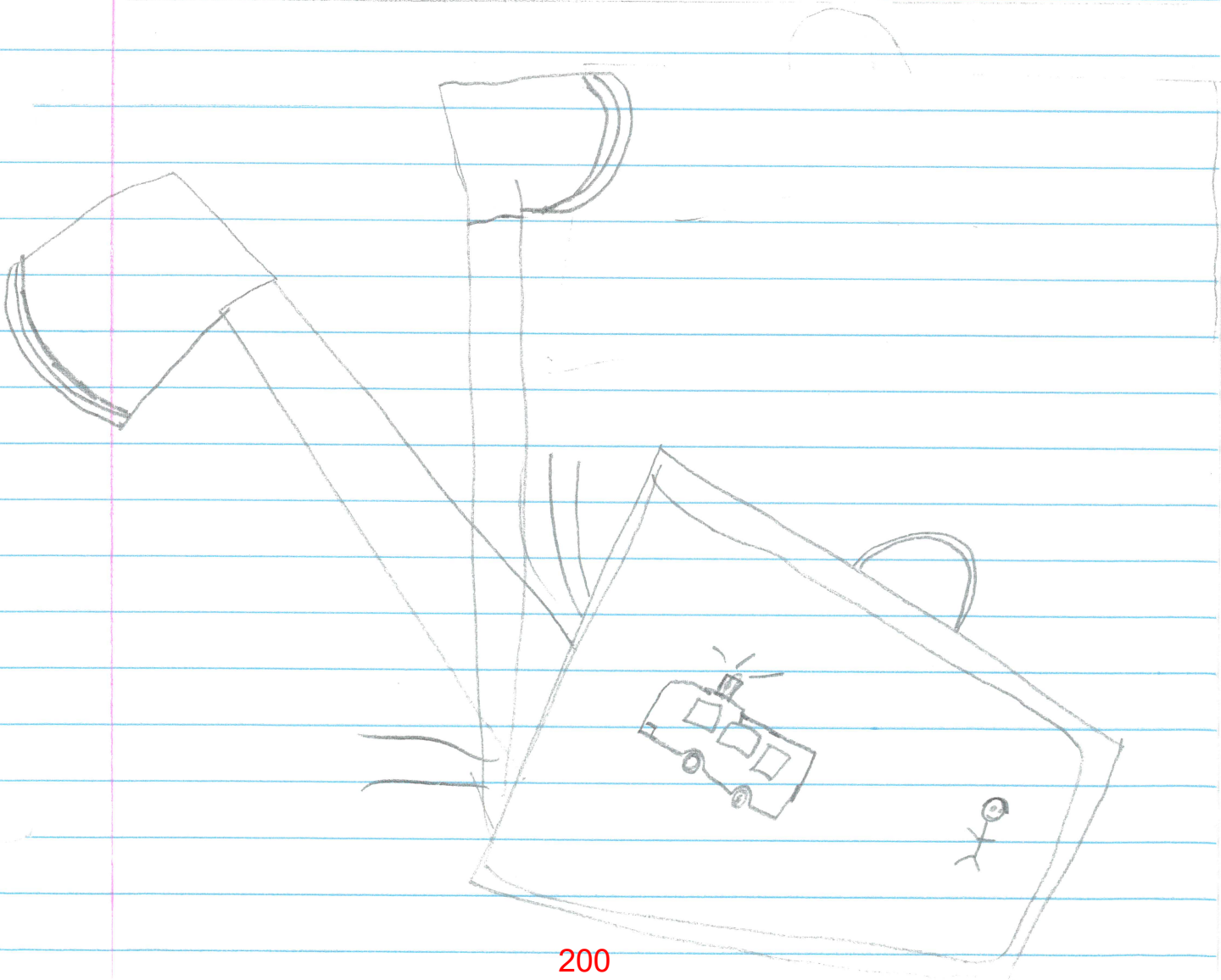
Thank

you!

Captain Evenson
FF/Engineer Sutter
FF/Eng. Burciaga

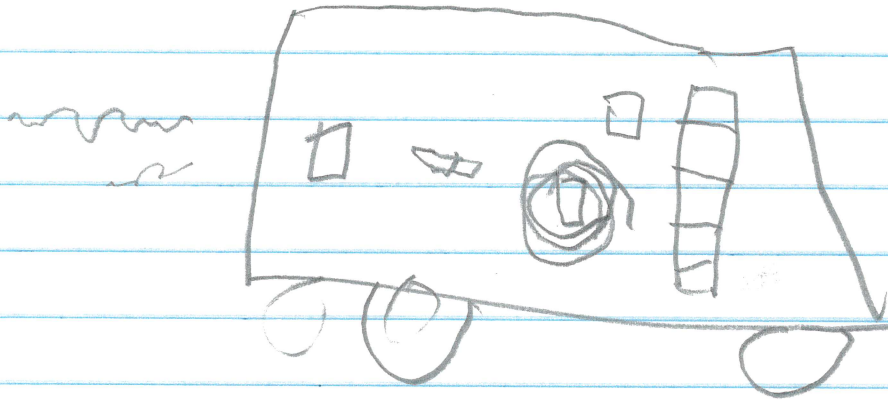
Iris

Just in case Justin Case brings
a hose a fire extinguisher a sledge
hammer a extra fire fighter a
fire truck and a chain saw.

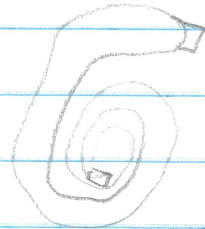
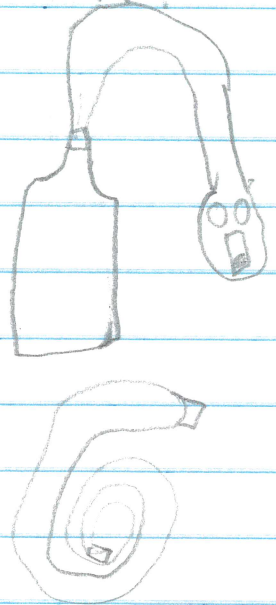
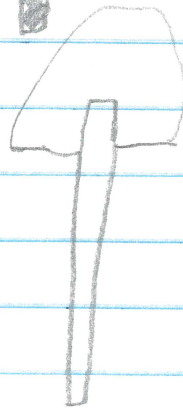
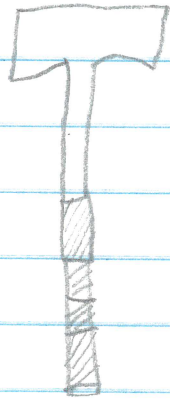
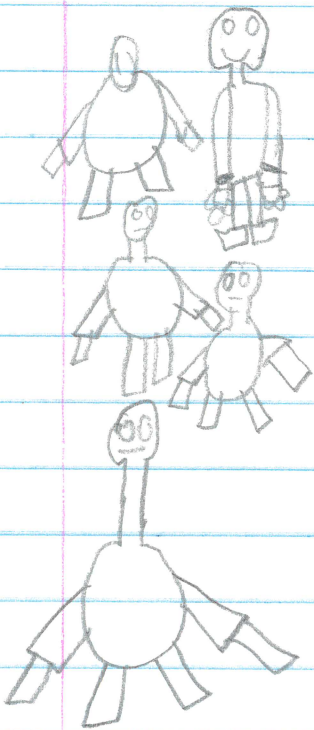


RJ

One day Justin
Dase brings his case and it
is a husky for fun.



Justin Case brings a hose a ax
a shovel a hammer a air tank
a gas maske a crew.

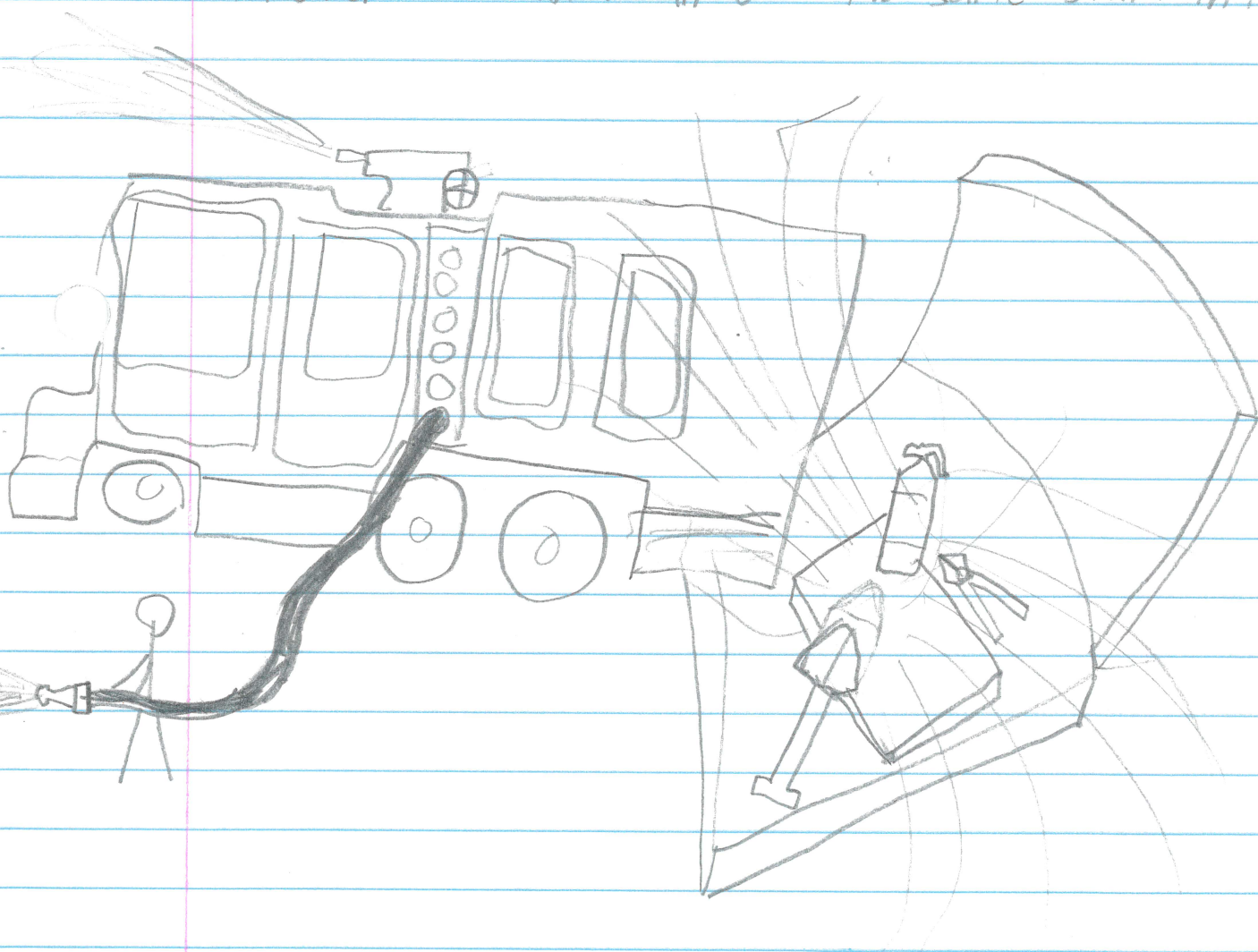


Matthew
Just in case bhings team meta.



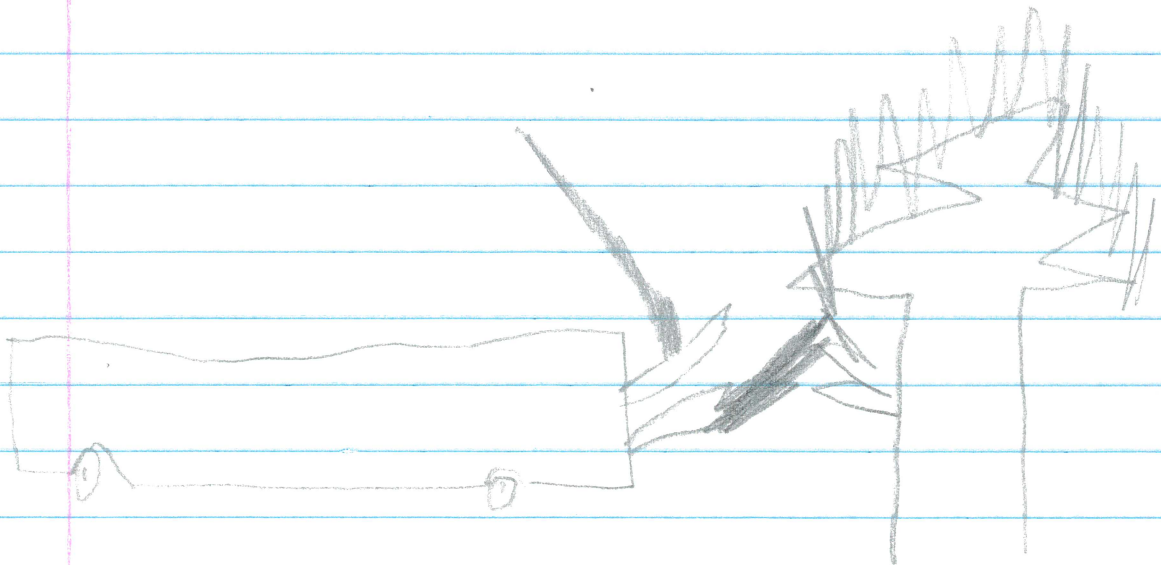
Ty

Just in case Justin Case brings another fire truck, fire extinguisher, shovel, hedge clippers and another case with all of the same stuff in it.



Michael / K

Justin case brings a extra hose so if
one breaks he can grab a new one



Sage

Justin base cubings a extra
file extinguishes



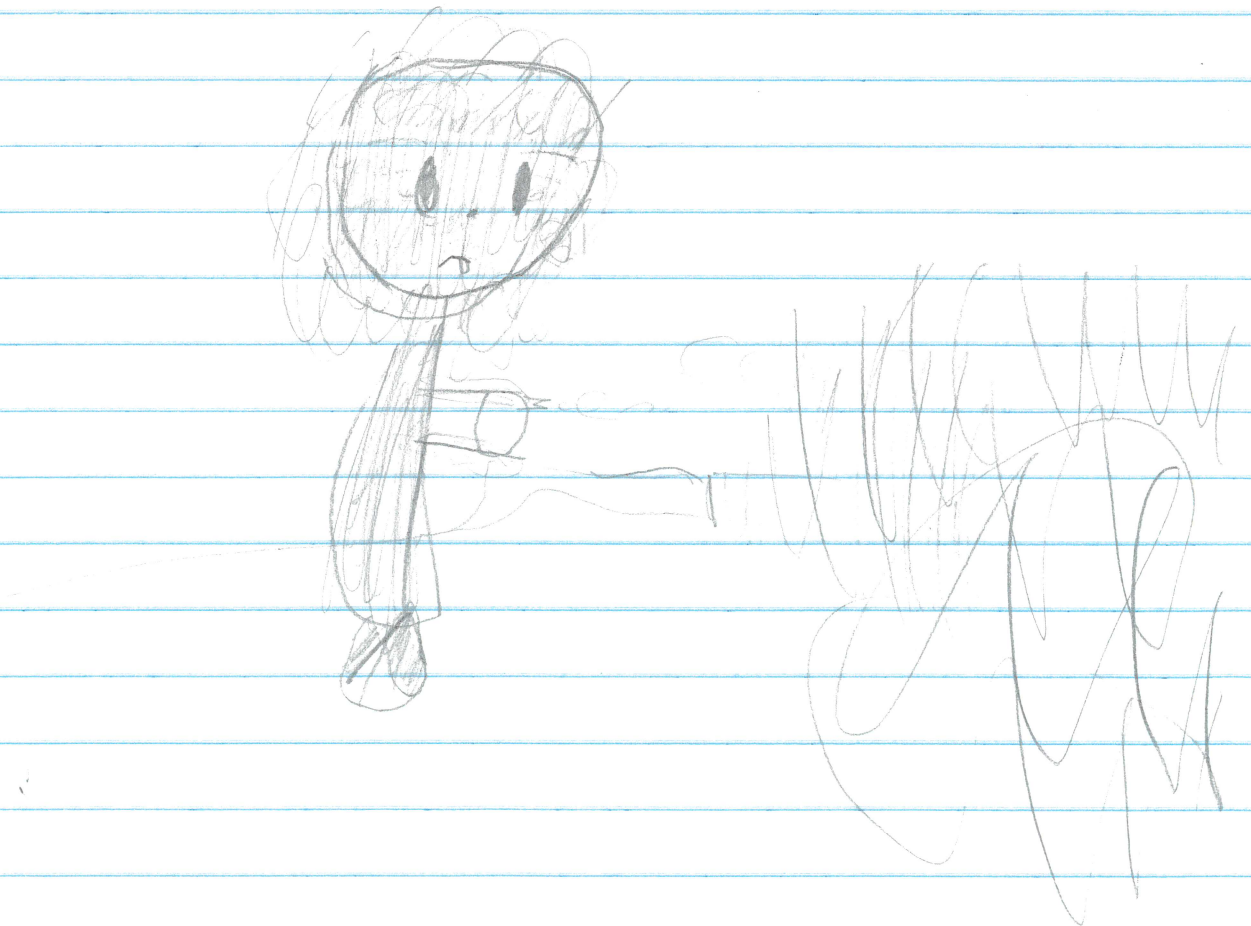
Holden

just in case she will bring
a hose and a shovel

Justin Ease brings a
case in a case in a
case in a case in a
case in a case in a
case. Caseception

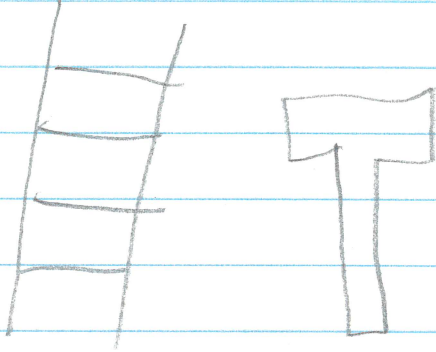


Justin Case is a fire fighter. He brings
a hose, a chainsaw and extra armor.
"Oh no! a fire" he takes the fire out
and saves the day.



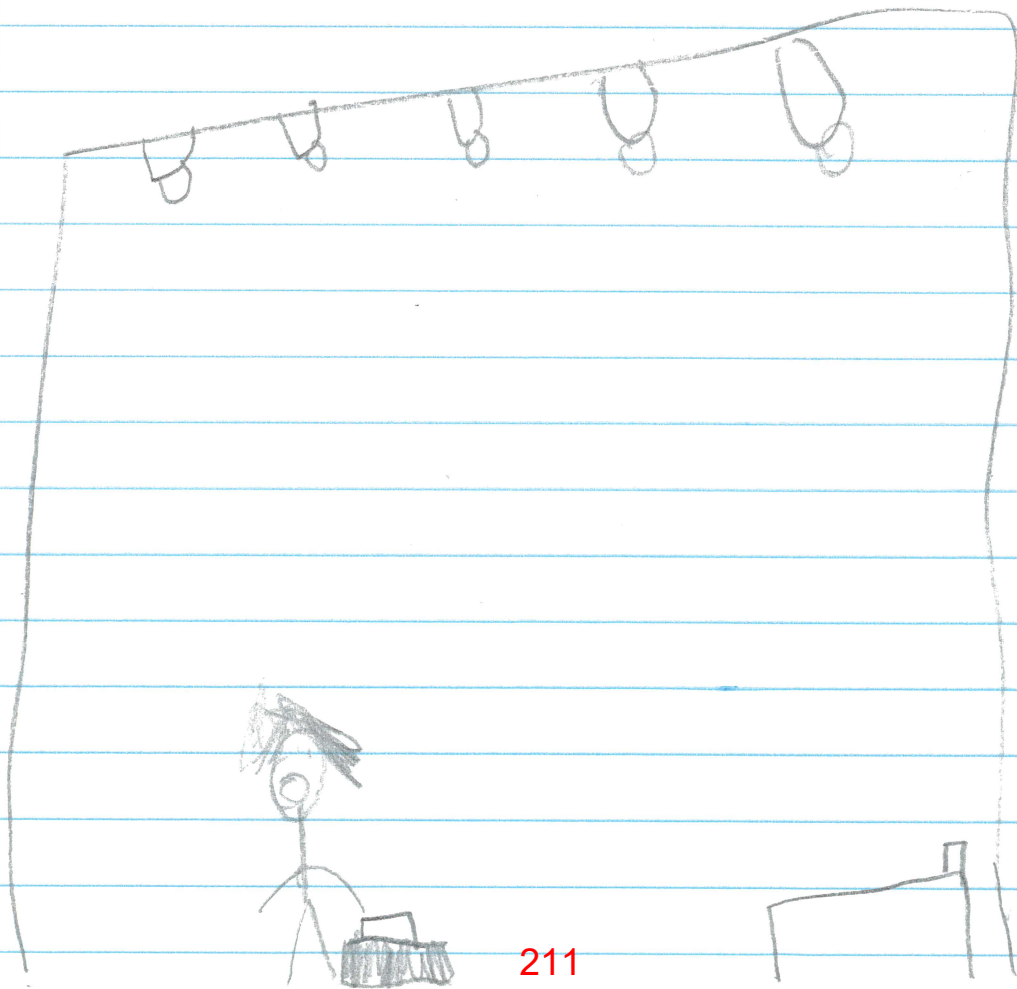
Bo d h i

Justin case brings a ladder and a hammer.



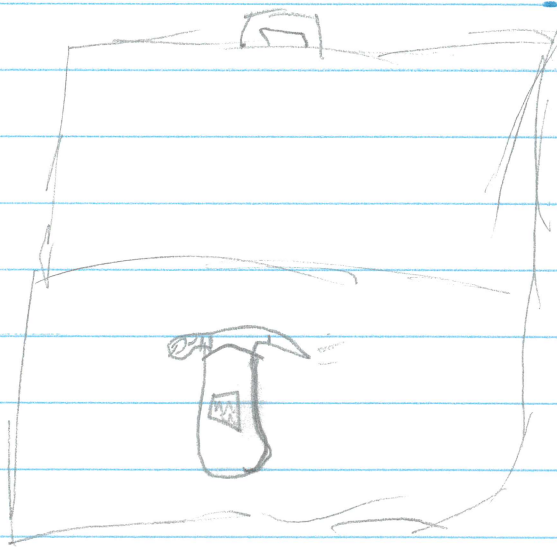
Skylar

Justin Case
got a alarm that said
there was a fire
so Justin packed a
hose, axe, fire truck,
fire ~~extinguisher~~ and extra
hose.



-Brookes page

Justin Case brings an extra fire extinguisher in his case.



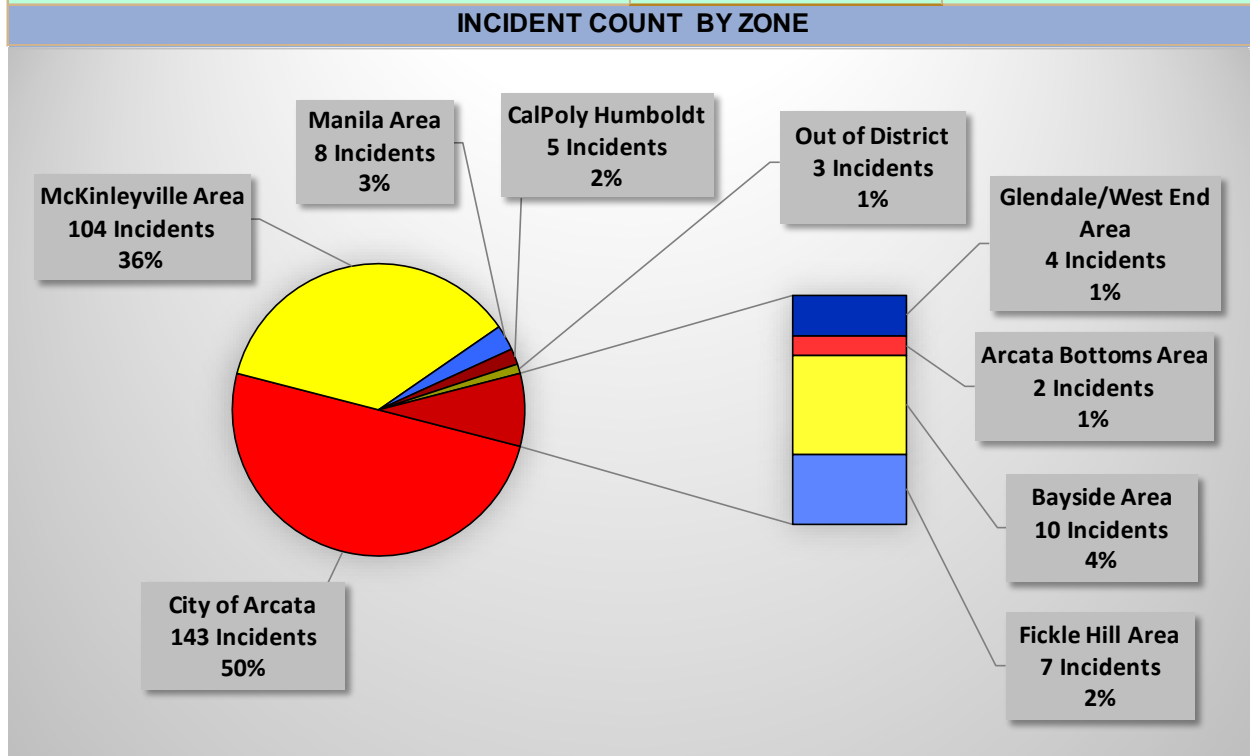
Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Fire Chief's Monthly Report

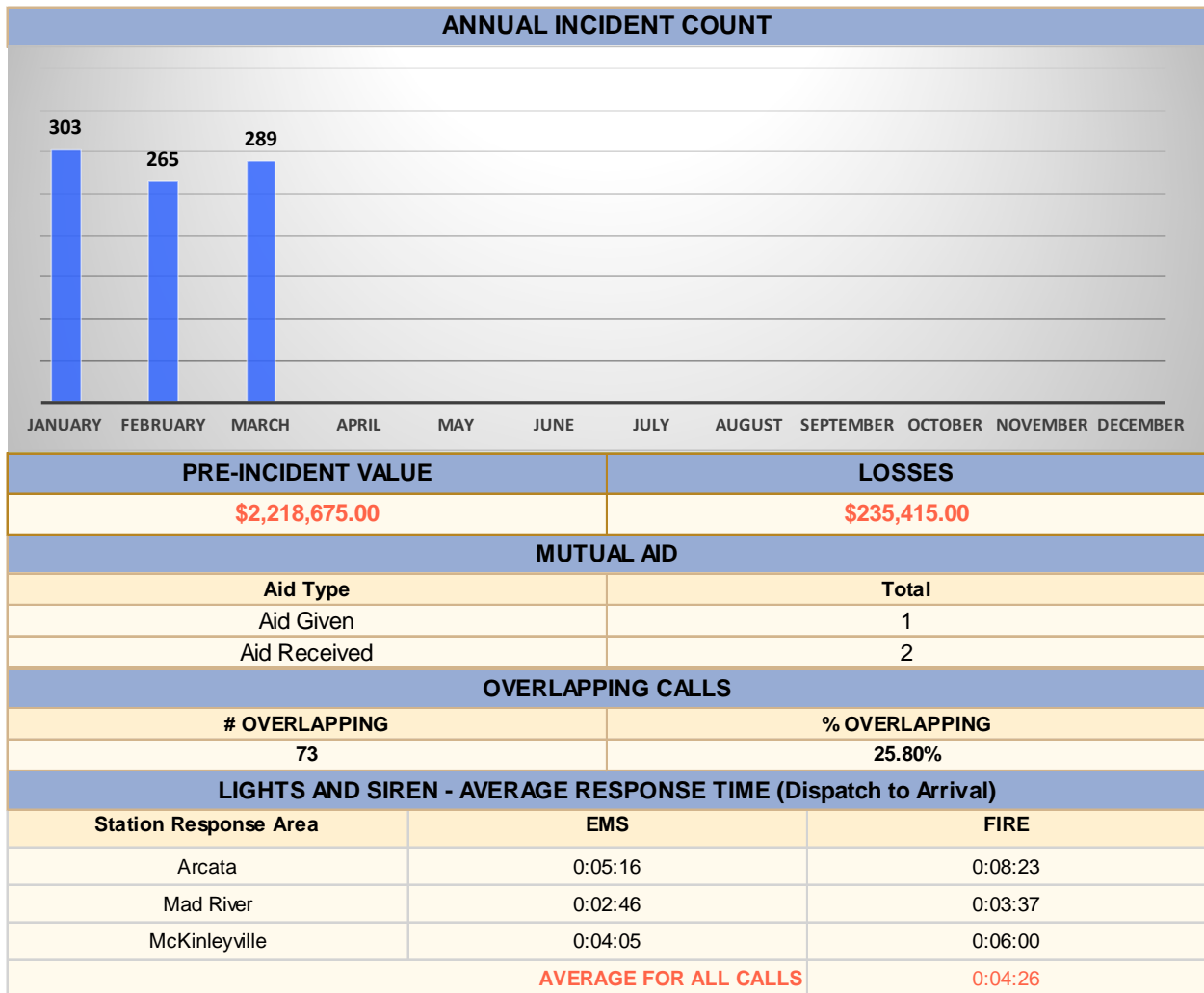
Monthly Incident Activity

Notable Incidents

03/22/2022 Residential Structure Fire – 100 Blk Holly Drive, Manila – Structure was fully involved and sustained significant damage. Cause – Unintentional, electrical arcing

MONTHLY INCIDENT COUNT		
Fires	19	6.57%
Overpressure rupture, explosion, overheating - no fire	0	0.00%
Rescue & Emergency Medical Service	164	56.75%
Hazardous Condition (No Fire)	3	1.04%
Service Call	43	14.88%
Good Intent Call	52	17.99%
False Alarm & False Call	5	1.73%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	3	1.04%
TOTAL	289	100.00%





Monthly Operations Report

March Overtime Hours - Suppression staff covered **1488** hours of mandatory OT to maintain minimum staffing levels. Out of the 31 days in the month, all three stations were staffed **12** of those days, and **9** days were at the minimum on-duty staffing (2 stations staffed with 2 on-duty).

It should be noted, beginning April 3rd with the switch back to the 48/96 schedule, the third station will not be staffed until the three open captain positions are permanently filled.

Training Highlights – 127 hours of training that included, EMS refresher, Pump operations, Driver’s training, Firefighter Rescue techniques.

Apparatus and Station Maintenance and Repair Report January 1-March 31, 2022

- U8206
 - preventative maintenance completed- \$61.51
 - dead battery issues reported- not resolved- \$0

- U8207
 - battery failure reported- start battery replaced- \$186.91
- E8211
 - Steering issues reported- rear suspension/leaf spring brackets were broke (hard impact), and rear axle shifted and twisted. All rear springs and components replaced- \$6182.44
 - Currently in West Sacramento for major pump repairs.
- E8215
 - Sheared pump mount bolts reported- scheduled and repaired, no invoice received as of time of report
 - Vehicle broke down enroute to incident- diagnosed as failed pressure sensor in manifold- repaired but invoice still pending
 - Heavy exhaust smoke reported- EGR Cooler valve replaced and turbo actuator replaced- \$11,345.41
 - Tear in intercooler hose reported- intercooler hose replaced in house- \$40.00
 - During PM and safety inspection, discovered front and rear brakes, rotors, drums worn and need replacement- brake system replaced- \$8478.78
 - Preventative maintenance completed- \$1200.00
- E8216
 - broken SCBA bracket reported- deferred
 - engine compartment insulation coming off cowling reported- deferred until next scheduled PM
 - 2.5" intakes plumbing leak reported- Deferred until E8211 returns
 - Task Force Tip BIV leak reported- Deferred until E8211 returns
 - Discharge gauge failure reported- Deferred until E8211 returns
- E8217
 - Body damage reported following accident- Estimate #1 is \$3111.97, Estimate #2 is \$1394.33- Deferred for unknown reason
 - High beam/turn signal/windshield wiper switch failure- Repaired \$567.00
 - Windshield wiper reservoir leak reported- Repaired \$77.00
- E8239
 - Driver mirror electronic control failure reported, Mirror can be moved manually- Deferred for low priority
 - Air dryer filter replacement need reported- Replaced during preventative maintenance- no invoice received yet
 - Preventative maintenance and deferred repairs- Engine sent in for PM and deferred repairs- no invoice received as of time of report.
 - Intermittent check engine light reported- Inspected during PM and reported to be old batteries. Batteries replaced during PM- no invoice received as of time of report.

- WT8258
 - Batteries not holding a charge reported- Taken to Les Schwab, unknown status as issues was managed by one of the Captain's but maintenance report was not updated.
 - Tank water gauge not working reported- Replaced- \$1869.34

Hose Testing completed- April 2, 2022- \$5753.80.

- Company forgot to test the ladders so they will return to complete ladders.

Arcata Extractor and Turnout Dryer Installation completed (Grant Funded) - The renovation to install the extractor included: removing existing sink and counters, cutting into sheetrock to expose plumbing, adding a washing machine outlet box in wall, plumbing for hot/cold water lines and drain to the outlet box, moving utility sink, replace and texture sheetrock, install reinforced fiberglass paneling, install extractor and auto-dispenser. Most work completed in-house for an estimated savings of \$3000.00. Dryer required us to install a transformer to increase power at panel from 208 volts to 240 volts. An electrician completed this work. Approximate total cost \$4800.00.

Request for funding of another extractor/dryer submitted through HCFCA Measure Z Committee. We will install extractor at the MR Station and Dryer installed at McKinleyville Station. Extractor will require the same retrofit as Arcata.

Capital Improvement/Long Term Maintenance Repair Update

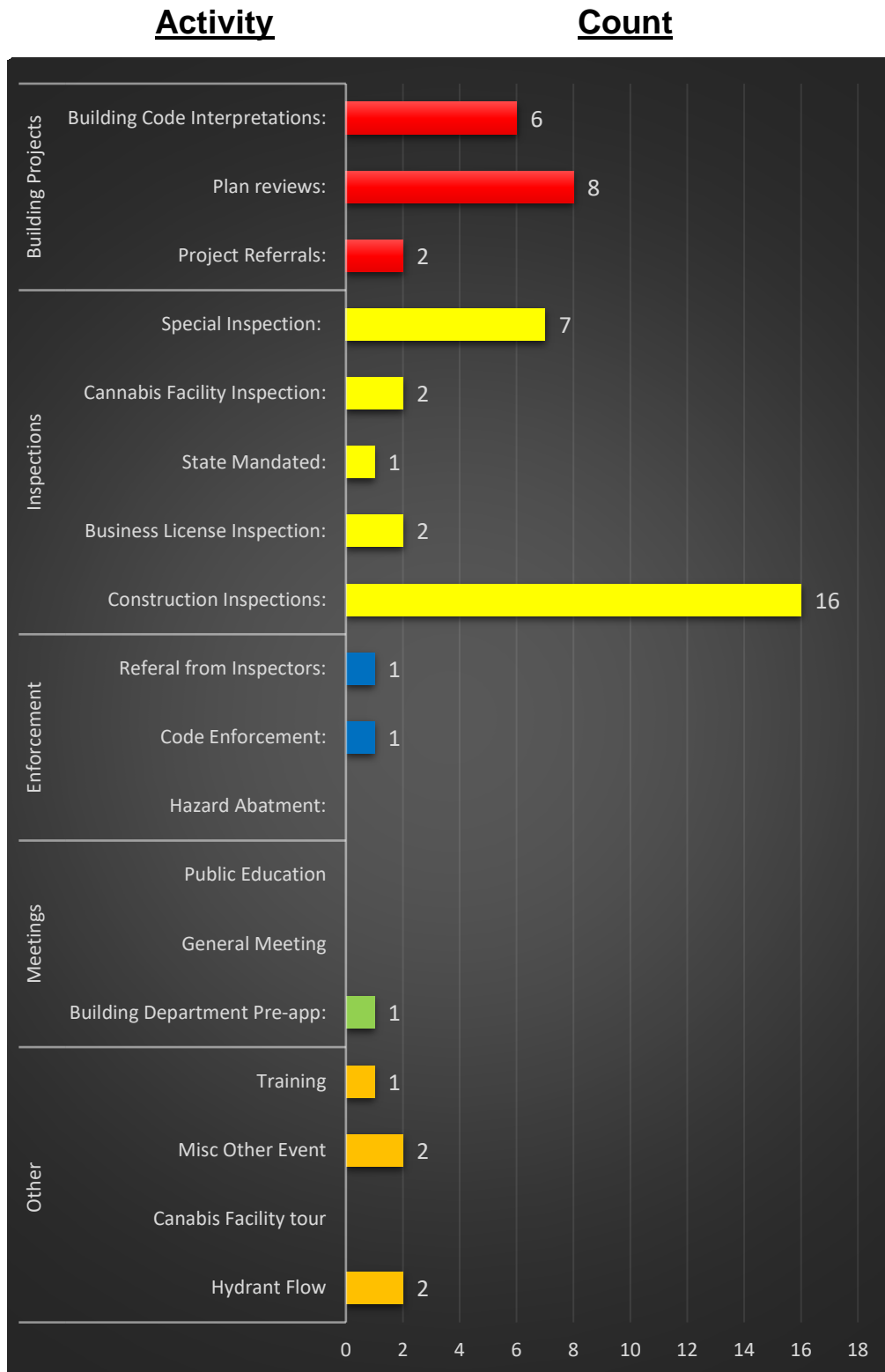
- MR Station
 - Exterior Paint- Bids for exterior station paint and painting two utility sheds (MR and McK.) requested from four commercial paint vendors. So far only one has been responsive.
 - Station Gutter- Request for quote to replace MR Station gutters submitted to one vendor. Meeting scheduled for April 12, 2022. Gutters are rotten and need to be replaced before paint.
 - Dry Rot Repairs- Dry rot was discovered while inspecting MR Station exterior pain. Repairs required before paint can be scheduled. Sent out for quote. Pending.

- McKinleyville Station
 - Fuel Tank Paint- Request for quote to have the McKinleyville Station fuel tank repainted sent to four vendors. Only one has been responsive. This work was pointed out by County inspector in 2021.
 - Station Exterior Cleaning- Bids to pressure wash and clean McKinleyville Station exterior requested with three businesses and two have been responsive.
 - Siding Repair- Bid to repair buckled siding at McKinleyville Station was requested from one vendor. Quote available soon.

- McKinleyville and MR Shed Residing- Request for quote to have both utilities sheds resided was sent to one vendor who is putting a quote together. Significant dry rot discovered during paint inspection.
- McKinleyville Station Breathing Air Compressor- Request submitted to Bauer for two variations of an air compressor. One is a two-cylinder system and the other a three-cylinder system. Either would be a new install for McKinleyville Station. The only compressor we have is in Arcata and it is over 25 years old. Quote received last year expired December 31, 2021.
- Holmatro Extrication Tools Replacement- Request for quote to replace Holmatro extrication tools received from vendor. Request submitted to replace some tools by grant and others would require budget approval.
- Hewitt Road Repeater Site- MCSD scheduled to replace water storage tanks at the Hewitt Road Repeater site this year. Four agencies use this site to store communication equipment and antennas. A joint meeting is scheduled with all agencies and rough estimates being obtained to relocate all agencies into a shared vault.
- Removing HAZ Waste from Stations- Over 60 gallons of HAZARDOUS waste removed from stations and dropped at the appropriate facility- \$140.00
- Recycling Old SCBA Cylinders- We are still trying to find out how to recycle old SCBA cylinders. So far, we have not found a resource who will accept them. Currently we are removing valves to resell. This will leave empty cylinders to recycle or dispose of.

Fire Prevention Report

Fire Marshal Hours worked – 95 hours



Inspector Hours Worked – **69.5 hours**



Monthly Administrative Report

Assistant Chief Recruitment – The application process is now closed, and the candidate interviews are set for May 2 & 3. The top-ranking finalist will be invited back for the Fire Chief’s interview on May 11. CPSHR reports that 12 qualified candidates have applied.

Measure F Committee – We are still recruiting members to complete the committee. Divisions 1, 3, & 4 still are open.

Redwood Coast Energy Authority (RCEA) - District staff met with RCEA to discuss the possibility of installing photovoltaic systems on the fire stations. RCEA also was presenting the possibility to install Tesla battery backup units at the stations to cut down the necessity to run generators in the event of a short-term power failure. RCEA will produce a feasibility report that will be presented to the Board.

Annexation – Staff have been working with the LAFCo team and county planning to determine the exact area that would be annexed into the District. Kneeland Fire District is also working to annex the southern portion of the Fickle Hill goodwill area. The resolution calling for the annexation will likely be brought back for Board action in May or June. In the meantime, staff is working with the planning team to meet with the timber companies as well as developing an informational flyer to send the affected parcel owners.

Audit RFP – To date there has been no response to the RFP. Staff has been in contact with the current firm we are using for the audits, and they had indicated that they would be submitting another proposal for the upcoming audit.

Surplus Property – It should be noted that AC Campbell has been working diligently on selling the District’s surplus property. His year-to-date total is \$6853.

Revenue Recovery				
	Last Month		All Year	
Insurance Claims				
Claims Submitted	1	\$148.00	13	\$4910.00
Payments Received by FRUSA	4	\$1224.00	8	\$2820.00
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	-	2	-
In Progress	1	-	9	-

Inspection Fees Paid

Payments this month \$4,170.02.00 (27) Invoices	Payments this year \$12,875.02 (84) Invoices
	Payments last year \$41,689.25 (261) Invoices

Billing Status	Count	FD Amount
Open -30	16	\$2,149.00
Open -60	2	\$278.00
Open -90	2	\$139.00
Open -90+	0	\$0.00
Sent to collections	16	\$2,408.88
<i>Accounts Receivable</i>		\$4,974.88

District Business

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Approval of Corrected Resolutions 21-231 and 22-257 Adopting the Corrected Exhibit A, the Updated Master Salary Schedule

DISCUSSION:

At the March 8, 2022, Regular Meeting, the Board adopted Resolution 22-257 with Exhibit A via consent calendar. After the meeting, it was discovered that the incorrect version of the Master Salary Schedule had been used as Exhibit A. The only changes that should have been on the updated salary schedule were those associated with the Chief's merit increase.

During the research for the cause of the error in the salary schedule, staff identified an error in the exhibit to a second, previously adopted, resolution for the Master Salary Schedule. In this instance, the spreadsheet was referencing the wrong field of data and grabbing the loaded annual salaries for the positions. The corrected Exhibit now reflects the base wages as required by CalPERS.

District Counsel recommended the same resolution be placed back on the agenda and re-adopted with the correct Exhibit A. It is a CalPERS requirement that salary schedules reflect the dates that they were adopted and the period for which it was valid. As such, it is necessary to adopt these corrected exhibit versions, even though they will no longer be current, based on adoption of the now newest and current version of the Master Salary Schedule (consent item 5).

RECOMMENDATION:

Staff recommends the Board re-adopt Resolutions 21-231 and 22-257 with the correct exhibit.

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 – Resolution 21-231 with Corrected Exhibit A
- Attachment 2 – Resolution 22-257 with Corrected Exhibit A



Resolution Number: 21-231 (CORRECTED)

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REVISING THE MASTER SALARY SCHEDULE ADOPTED AUGUST 16, 2016

WHEREAS, the District has a signed and agreed upon side letter with the Local 4981 reclassifying the Firefighter position to Fire Apparatus Engineer; and

WHEREAS, the California Public Employment Retirement System (CalPERS) has determined that public agencies must adopt a master pay schedule listing all of the pay rates/ranges for all established employees positions; and

WHEREAS, there are no adjustments in pay from the previous adoption of the Master Salary Schedule which was revised on July 12, 2020 via Resolution 20-224.

NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors hereby

1. Reclassifies the Lieutenant position as Engineer.
2. Declare the Engineer Position, previously named Lieutenant, as an active position.
3. Declares that the Engineer position is eligible to receive temporary upgrade pay when acting as a Company Officer.
4. Declare the Firefighter position as frozen and unfilled.
5. Adopts the revised Master Salary Schedule with the above referenced changes and attached herein as Corrected 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: April 12, 2022

Signed:

Randy Mendosa, President

Attest:

Becky Schuette, Board Clerk/Secretary

ARCATA FIRE DISTRICT

MASTER SALARY SCHEDULE

Effective 8/16/16

Classification		Range				
FULL-TIME POSITIONS		Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief ^{7,8,10} >40 hour/week - FLSA Exempt	Annual	\$120,486.00				
	Monthly	\$10,040.50				
	Hourly	\$57.93				
Assistant Chief ^{2,3,8,10} >40 hour/week - FLSA Exempt POSITION FROZEN & UNFILLED	Annual	\$101,020.29	\$105,173.20	\$109,533.76		
	Monthly	\$8,418.36	\$8,764.43	\$9,127.81		
	Hourly	\$48.57	\$50.56	\$52.66		
Battalion Chief ^{2,3,8,10} FLSA Exempt	Annual	\$86,449.58	\$89,873.95	\$93,469.55		
	Monthly	\$7,204.13	\$7,489.50	\$7,789.13		
	Hourly Shift	\$29.61	\$30.78	\$32.01		
	Hourly Days	\$41.56	\$43.21	\$44.94		
Captain ^{1,2,3,4,5,10} 48 / 96 shift	Annual	\$57,737.59	\$60,624.47	\$63,655.70		
	Monthly	\$4,811.47	\$5,052.04	\$5,304.64		
	Hourly Shift	\$19.77	\$20.76	\$21.80		
	Hourly Days	\$28.51	\$29.93	\$31.43		
Engineer ^{1,2,3,5,9,10} 48 / 96 shift	Annual	\$49,875.90	\$52,369.70	\$54,988.18		
	Monthly	\$4,156.33	\$4,364.14	\$4,582.35		
	Hourly Shift	\$17.08	\$17.93	\$18.83		
	Hourly Days	\$24.63	\$25.86	\$27.15		
Firefighter ^{1,2,3,5,9,10} 48 / 96 shift POSITION FROZEN & UNFILLED	Annual	\$44,247.97	\$46,460.36	\$48,783.38		
	Monthly	\$3,687.33	\$3,871.70	\$4,065.28		
	Hourly Shift	\$14.76	\$15.49	\$16.27		
	Hourly Days	\$21.27	\$22.34	\$23.45		
Business Manager 40 hour/week	Annual	\$42,140.88	\$44,247.92	\$46,460.32	\$48,783.34	\$51,222.50
	Monthly	\$3,511.74	\$3,687.33	\$3,871.69	\$4,065.28	\$4,268.54
	Hourly Hourly	\$20.26	\$21.27	\$22.34	\$23.45	\$24.63
Fire Prevention Specialist 40 hour/week POSITION FROZEN & UNFILLED	Annual	\$42,140.88	\$44,247.92	\$46,460.32	\$48,783.34	\$51,222.50
	Monthly	\$3,511.74	\$3,687.33	\$3,871.69	\$4,065.28	\$4,268.54
	Hourly	\$20.26	\$21.27	\$22.34	\$23.45	\$24.63
PART-TIME POSITIONS						
Fire Inspector	Hourly	\$16.50	\$17.33	\$18.19		
Fire Marshal ⁶	Hourly	\$48.57				
Office Assistant POSITION FROZEN & UNFILLED	Hourly	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59

FOOTNOTES

- 1 Position receives FLSA Pay (6.02 overtime hours per pay period)
- 2 Position receive Uniform Allowance of \$62.50 per month
- 3 Position earns and may receive Holiday Pay
- 4 Position may receive Temporary Upgrade Pay when acting as a Duty Qualified Captain
- 5 Position may receive \$400 Annual Physical Fitness Premium
- 6 This is a CalPERS retired annuitant filled position
- 7 Position receives Uniform Allowance of \$41.66 per month
- 8 Position receives \$65 Cell Phone Stipend per month
- 9 Position may receive Temporary Upgrade Pay when acting as a Company Officer
- 10 Position receives Employer Paid Member Contribution (EPMC)

Resolution Number: 21-231

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REVISING THE MASTER SALARY SCHEDULE ADOPTED AUGUST 16, 2016

WHEREAS, the District has a signed and agreed upon side letter with the Local 4981 reclassifying the Firefighter position to Fire Apparatus Engineer; and

WHEREAS, the California Public Employment Retirement System (CalPERS) has determined that public agencies must adopt a master pay schedule listing all of the pay rates/ranges for all established employees positions; and

WHEREAS, there are no adjustments in pay from the previous adoption of the Master Salary Schedule which was revised on July 12, 2020 via Resolution 20-224.

NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors hereby

1. Reclassifies the Lieutenant position as Engineer.
2. Declare the Engineer Position, previously named Lieutenant, as an active position.
3. Declares that the Engineer position is eligible to receive temporary upgrade pay when acting as a Company Officer.
4. Declare the Firefighter position as frozen and unfilled.
5. Adopts the revised 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: David, Maynor, Mendosa, Rosen and Johnson

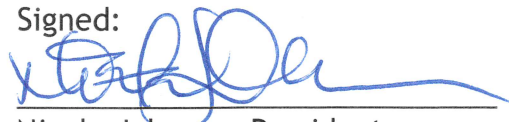
Nays: None

Abstain: None

Absent: None

DATED: January 12, 2021

Signed:



Nicole Johnson, President

Attest:



Becky Schuette, Board Clerk/Secretary

ARCATA FIRE DISTRICT

MASTER SALARY SCHEDULE

Effective 8/16/16

Classification		Range				
FULL-TIME POSITONS		Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief ^{7,8,10} >40 hour/week - FLSA Exempt	Annual	\$120,486.00				
	Monthly	\$10,542.53				
	Hourly	\$57.93				
Assistant Chief ^{2,3,8,10} >40 hour/week - FLSA Exempt POSITION FROZEN & UNFILLED	Annual	\$101,020.29	\$105,173.20	\$109,533.76		
	Monthly	\$8,418.36	\$8,764.43	\$9,127.81		
	Hourly	\$48.57	\$50.56	\$52.66		
Battalion Chief ^{2,3,8,10} FLSA Exempt	Annual	\$86,449.58	\$89,873.95	\$93,469.55		
	Monthly	\$7,204.13	\$7,489.50	\$7,789.13		
	Hourly Shift	\$29.61	\$30.78	\$32.01		
	Hourly Days	\$41.56	\$43.21	\$44.94		
Captain ^{1,2,3,4,5,10} 48 / 96 shift	Annual	\$59,296.51	\$62,261.33	\$65,374.40		
	Monthly	\$4,941.38	\$5,188.44	\$5,447.87		
	Hourly Shift	\$19.77	\$20.76	\$21.80		
	Hourly Days	\$28.51	\$29.93	\$31.43		
Engineer ^{1,2,3,5,9,10} 48 / 96 shift	Annual	\$51,222.55	\$53,783.68	\$56,472.86		
	Monthly	\$4,268.55	\$4,481.97	\$4,706.07		
	Hourly Shift	\$17.08	\$17.93	\$18.83		
	Hourly Days	\$24.63	\$25.86	\$27.15		
Firefighter ^{1,2,3,5,9,10} 48 / 96 shift POSITION FROZEN & UNFILLED	Annual	\$44,247.97	\$46,460.36	\$48,783.38		
	Monthly	\$3,687.33	\$3,871.70	\$4,065.28		
	Hourly Shift	\$14.76	\$15.49	\$16.27		
	Hourly Days	\$21.27	\$22.34	\$23.45		
Business Manager 40 hour/week	Annual	\$42,140.88	\$44,247.92	\$46,460.32	\$48,783.34	\$51,222.50
	Monthly	\$3,511.74	\$3,687.33	\$3,871.69	\$4,065.28	\$4,268.54
	Hourly Hourly	\$20.26	\$21.27	\$22.34	\$23.45	\$24.63
Fire Prevention Specialist 40 hour/week POSITION FROZEN & UNFILLED	Annual	\$42,140.88	\$44,247.92	\$46,460.32	\$48,783.34	\$51,222.50
	Monthly	\$3,511.74	\$3,687.33	\$3,871.69	\$4,065.28	\$4,268.54
	Hourly	\$20.26	\$21.27	\$22.34	\$23.45	\$24.63
PART-TIME POSITIONS						
Fire Inspector	Hourly	\$16.50	\$17.33	\$18.19		
Fire Marshal ⁶	Hourly	\$48.57				
Office Assistant POSITION FROZEN & UNFILLED	Hourly	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59

FOOTNOTES

- 1 Position receives FLSA Pay (6.02 overtime hours per pay period)
- 2 Position receive Uniform Allowance of \$62.50 per month
- 3 Position earns and may receive Holiday Pay
- 4 Position may receive Temporary Upgrade Pay when acting as a Duty Qualified Captain
- 5 Position may receive \$400 Annual Physical Fitness Premium
- 6 This is a CalPERS retired annuitant filled position
- 7 Position receives Uniform Allowance of \$41.66 per month
- 8 Position receives \$65 Cell Phone Stipend per month
- 9 Position may receive Temporary Upgrade Pay when acting as a Company Officer
- 10 Position receives Employer Paid Member Contribution (EPMC)



Resolution Number: 22-257 (CORRECTED)

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 Corrected 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: April 12, 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	\$74,018.88	\$77,725.44	\$81,619.20		
			Monthly	\$6,168.24	\$6,477.12	\$6,801.60		
			Bi-weekly	\$2,846.88	\$2,989.44	\$3,139.20		
			Hourly	\$19.77	\$20.76	\$21.80		
D	Engineer ^{1,2,3,5,9,10}	72 / 96 shift (3744 Annual Hours)	Annual	\$63,947.52	\$67,129.92	\$70,499.52		
			Monthly	\$5,328.96	\$5,594.16	\$5,874.96		
			Bi-weekly	\$2,459.52	\$2,581.92	\$2,711.52		
			Hourly	\$17.08	\$17.93	\$18.83		
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>								
Pay periods are bi-weekly and there are 26 pay periods in a year								

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.

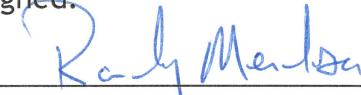
NOW THEREFORE, BE IT RESOLVED THAT the Arcata Fire Protection District Board of Directors hereby adopts the new Master Salary Schedule with the above referenced changes and attached herein as **Exhibit A**.

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: Loudenslager, Maynor, Rosen and Mendosa
Nays: None
Abstain: None
Absent: Johnson

DATED: March 8, 2022

Signed:



Randy Mendosa, President

Attest:



Becky Schuette, Board Clerk/Secretary

ARCATA FIRE DISTRICT

Exhibit A

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>								
Pay periods are bi-weekly and there are 26 pay periods in a year								

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Consider Updating the Fire Prevention Bureau Hourly Rates

DISCUSSION:

The District passed Ordinance 09-14 and later reaffirmed with Ordinance 19-18 which allowed fees and charges to be assessed for services rendered. In December 2016 the Board authorized an update to the fee schedule with an increase to the hourly rate for Prevention staff activities. The rate went from \$88.60 to \$150.00 per hour. The new fee represented the total productive hourly rate of the entire Prevention Bureau. This rate covered the fully burdened costs for the positions of Fire Marshal, Fire Inspector, Business Manager, and a vacant office assistant. It has been almost 6 years since that rate was implemented and the \$150 per hour is no longer covering the total cost of the Prevention Bureau. For FY 20/21 the actual cost of the Prevention Bureau was \$92,988 and revenue recovered was \$66,587. The \$26,408 deficit was covered by the general operating fund.

Staff has compiled a new worksheet to show the cost of the Bureau. **Attachment 1** represents both the current and proposed Productive Hourly Rate, reflecting the fully burdened staff cost with the operating costs. **Attachment 2** further breaks out operating costs (non-personnel) in an hourly format. Staff has calculated that the new productive hourly rate is \$183.19 per hour.

The proposed rate is lower than what the State Fire Marshal (SFM) or the County of Humboldt charges for unincorporated fire prevention work. SFM's rate is \$260 per hour and the County charges \$200 per hour through a third-party vendor.

This rate, if approved, would allow staff to update the Schedule of Fees and bring that document back for a formal adoption. Staff is asking the Board to approve this increase tonight thereby allowing notice to be included in this year's prevention billing advising property owners and builders of the rate change. Staff is recommending the rate change become effective on January 1, 2023.

RECOMMENDATION:

Staff recommends the Board consider the information provided, take public comment, discuss, and approve the increase in the Fire Prevention Bureau Hourly Rates to take effect January 1, 2023.

FINANCIAL IMPACT:

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

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

Attachment 1 - Current & Proposed Productive Hourly Rate Sheets

Attachment 2 - Operating Cost Worksheet

Current Fire Prevention Bureau Productive Hourly Rate

		Productive Hourly Rate
<u>Fire Marshal</u>		
Annual Cost	\$50,021.47	
Hourly (960 hours/year)	\$52.11	
Hourly Rate		\$52.11
<u>Fire Inspector</u>		
Annual Cost	\$28,367.00	
Hourly (1000 hours/year)	\$28.37	
Hourly Rate		\$28.37
<u>Office Assistant</u>		
Annual Salary & benefit costs	\$26,275.16	
Hourly Cost (1000 hours/year)	\$26.28	
Hourly Rate		\$26.28
<u>Business Manager</u>		
Annual Salary & benefit costs	\$130,478.00	
Hourly Cost (2080 hours/year)	\$62.73	
Hourly Rate (15 % rated)		\$9.41
Fire Prevention Bureau Hourly Personnel Costs		\$116.16
<hr/>		
<u>Vehicle Cost (2021 CFAA Equipment Cost average sedan/pickup)</u>		\$20.22
<u>Bureau Operating Cost</u>		
Office Space Cost	\$3.92	
IT Services	\$4.11	
Liability Insurance	\$3.08	
Parcel Quest	\$1.88	
	Subtotal	\$12.99
		<hr/>
Fire Prevention Bureau Total Productive Hourly Rate		\$149.37
		<hr/>

Proposed Fire Prevention Bureau Productive Hourly Rate

		Productive Hourly Rate
<u>Fire Marshal</u>		
Annual Salary & Benefits Cost	\$177,019.00	
Hourly costs (2080 hours/yr.) (Hourly Rate)	\$85.11	\$85.11
<u>Fire Inspector</u>		
Annual Salary & Benefits Cost	\$34,473.80	
Hourly costs (1000 hours/yr.) (Hourly Rate)	\$34.47	\$34.47
<u>Office Assistant</u>		
Annual Salary & Benefits Cost	\$31,925.00	
Hourly costs (1000 hours/yr.) (Hourly Rate)	\$31.93	\$31.93
<u>Business Manager</u>		
Annual Salary & Benefits Cost	\$142,083.24	
Hourly costs (2080 hours/yr.) (Hourly Rate - 15% rated)	\$68.31	\$10.25
Fire Prevention Bureau Hourly Personnel Costs		\$161.75
<hr/>		
<u>Vehicle Cost - Hourly (Average 2022 CFAA Rate)</u>		\$21.44
<u>Bureau Operating Cost</u>		
Office Space	\$3.89	
Supplies	\$1.04	
Technology	\$6.95	
Liability	\$2.04	
	Subtotal	\$13.92
		<hr/>
<u>Fire Prevention Bureau Total Productive Hourly Rate</u>		\$183.19
		<hr/>

Bureau Operating Cost

A. Office Space			
	450 sq/ft office space for pervention x \$ 1.50/sq ft =	\$ 675.00	
	\$ 675 per/month x 12 months =	\$ 8,100.00	
		<u>Cost per hour</u>	<u>\$3.89</u>
B. Office supplies			
	\$720.00 per person per year 12% of 6000 (3 of 25 emplo.	\$ 2,160.00	
		<u>Cost per hour</u>	<u>\$1.04</u>
C Technology Costs			
	IT Costs 33% of 31500 (3 of 10 computers)	\$ 9,450.00	
	Copier 33% of 8300	\$ 2,490.00	
	ERS 12% of 4350	\$ 522.00	
	Parcel Quest	\$ 2,000.00	
		<u>Cost per hour</u>	<u>\$6.95</u>
D. Liability Insurance			
	12% of 35300	\$ 4,236.00	
		<u>Cost per hour</u>	<u>\$2.04</u>
		Total Office Cost Per/Hr	<u>\$13.92</u>

Vehicle Operating Costs

A. OES CFAA daily Rates			
	U8208 \$119 per day	\$ 14.88	
	U8216 \$224 per day	\$ 28.00	
		<u>Averaged Cost per hour</u>	<u>\$21.44</u>

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Consider Authorization to Renew the Agreement for Consulting Services with CalMuni Advisors and Authorize the Fire Chief to Sign the Agreement

DISCUSSION:

During the presentation of the Chief's Annual Review Goals at the March Regular Meeting, the Board discussed the increase in complexities of the financial structure of the District compared to a year ago. Although it was not included as a specific goal for the Chief, there were discussions that he could be assisted with the financial responsibilities and budget intricacies that became more difficult with the refinancing of the Unfunded Liabilities late last year. A member of the Board even mentioned enlisting a former District used financial advisor for assistance.

When the District approved the UAL refinance, it did so with the assistance of both the Weist Law Group and CalMuni Advisors. A requirement of the refinance of the District's Unfunded Annual Liability (UAL) Pension Management Policy is that a Debt Transparency Report be submitted to CDIAC (California Debt and Investment Advisory Commission) annually. This requirement added to the already complicated financial tasks required by the Chief. Having assisted with the refinance, CalMuni already has all the current financial information for the District and requirements for the CDIAC report. By renewing this contract, CalMuni will be able to provide the Board and Staff the annual pension advisory service needed to assist with the annual budget, which Staff is beginning to develop for FY 22/23. This is an addition to being able to utilize CalMuni on an "as needed" basis for general municipal financial advising, could conceivably assure the regarding District fiscal responsibility related to the complexities of revenue projection, expenses forecasting, and debt management but also free up the Fire Chief to focus on some of the other goals set forth by the Directors.

RECOMMENDATION:

Staff recommends the Board consider the information provided, take public comment, discuss, and approve the renewal of the Contract with CalMuni advisors, authorize the Chief to sign the contract and set a budget item in FY 22/23 for Financial Advisory Services for \$5000.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget: If approved the FY22/23 budget would include these fees
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

- Attachment 1- Agreement for Consulting Services



AGREEMENT FOR CONSULTING SERVICES

CALIFORNIA MUNICIPAL ADVISORS LLC

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into this ___th day of March 2022, by and between the Arcata Fire Protection District, a political subdivision, organized and existing under the Constitution and laws of the State of California, with its principal place of business at 2149 Central Avenue, McKinleyville, CA 95519 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

WHEREAS, the District desires to retain the services of CalMuni to provide municipal advisory services, administrative and strategic support, along with quantitative analysis to support the long-term financial planning of the District; and

WHEREAS, the District also desires to retain the services of CalMuni to provide annual pension advisory services to address the ongoing Unfunded Actuarial Liabilities of the District, and to prepare and file all applicable annual debt transparency reports (the “ADTRs”) for any issue of debt for which the District has submitted a Report of Final Sale to the California Debt and Investment Advisory Commission (“CDIAC”) during the reporting period; and

WHEREAS, CalMuni represents that it is registered as a Municipal Advisor with the MSRB and SEC and is competent to provide financial advisory services to the District. CalMuni acknowledges that, under this agreement, it has a fiduciary duty to the District and agrees to act in the District’s best interest; and

WHEREAS, the Board of Directors, hereby authorizes the Fire Chief to enter into this Agreement on behalf of the District; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the District and CalMuni agree as follows:

SECTION I. SCOPE OF SERVICES

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the District and CalMuni. Upon request of the District, CalMuni may agree to additional services to be provided by CalMuni, only by a separate agreement between the District and CalMuni.

B. The Scope of Services details current, ongoing and additional services of CalMuni. The District shall not be responsible for payment of any Services not specified in this Agreement mutually agreed upon and authorized by the District. CalMuni shall not be responsible for any performance of Services not specified in this Agreement until mutually agreed upon and authorized by the District.

C. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

D. The District shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District's attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party.

E. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

F. CalMuni shall, at CalMuni's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

G. Upon the District's request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni's performance of the Services.

SECTION II. WORK SCHEDULE

The Services described in Section A-I of Exhibit A are to commence as soon as practicable after the execution of this Agreement. The balance of Services described in Exhibit A shall be performed as needed to ensure timely reporting.

SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption"). CalMuni shall

not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni's prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its District's of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni's Disclosure Statement delivered to the District together with this Agreement as Exhibit C.

SECTION IV. COMPENSATION

A. For the Services provided under this Agreement, CalMuni's professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized reporting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days' notice for a period of two (2) years from the date of final payment under this Agreement.

SECTION V. TERM AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

<u>Exhibit</u>	<u>Termination Date</u>
A-I – General Municipal Advisory Services	06/30/2023
A-II – Annual Monitoring and Maintenance Services	06/30/2027
A-III – Annual CDIAC Reporting Services	06/30/2027

B. The District may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, by written notice to CalMuni, for such period as it deems necessary in the District's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services, in whole or part, may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

SECTION VII. CONFIDENTIALITY

A. All information, data, reports, and records ("Data") in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the District and waives and relinquishes all claims to copyright or intellectual property rights in favor of the District. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files

provided to the District will be compatible with the District's current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District's sole risk. Any and all liability arising out of changes made by the District to CalMuni's deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni's written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the District will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District's other clients, or to any other third party, without the District's prior express written consent.

SECTION VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

Arcata Fire Protection District
2149 Central Avenue
McKinleyville, CA 95519
Attention: Fire Chief

California Municipal Advisors LLC
20 South Santa Cruz Avenue, Suite 300
Los Gatos, CA 95030
Attention: Andrew Flynn

SECTION IX. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the District's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the District.

SECTION X. INDEMNIFICATION

To the fullest extent allowed by law, CalMuni shall indemnify, defend with counsel acceptable to the District, and hold harmless the District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, taxes, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of CalMuni's performance of the Services, its misclassification of its employees (as independent contractors) who provide services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such Liability caused by the sole negligence or willful misconduct of the District or its officers, officials, employees, agents or volunteers.

CalMuni's obligation to defend and indemnify shall not be excused because of CalMuni's inability to evaluate Liability or because CalMuni evaluates Liability and determines that CalMuni is not liable to the claimant. CalMuni must respond within thirty (30) days to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If CalMuni fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due CalMuni under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until CalMuni accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against CalMuni, CalMuni waives any and all rights of any type to express or implied indemnity against the Indemnitees.

If any term of portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

This obligation to defend and indemnify the District set forth here is binding on the successors, assigns or heirs of CalMuni and shall survive the termination or completion of this Agreement or this section or final payment to the fullest extent and duration allowed by law.

SECTION XI. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

SECTION XII. DISPUTE RESOLUTION

A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Santa Clara.

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

SECTION XIII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

SECTION XIV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the District and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SECTION XV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

[Signature Page to Follow on Next Page]

IN WITNESS THEREOF, the District and CalMuni have executed this Agreement as of the day and year herein above written.

ARCATA FIRE PROTECTION DISTRICT

By: _____

Name:

Title:

CALIFORNIA MUNICIPAL ADVISORS LLC

By: _____

Name: Andrew Flynn

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

A-I. General Municipal Advisory Services.

General Municipal Advisory services shall include:

- Development of overall financial plans. Advise District to develop financial plans balancing the needs of the District and sources of revenue available. CalMuni will review existing financial forecasts, develop supporting financial models, perform evaluations, and work with the District to find solutions that meet the unique needs of the District.
- Communication with key stakeholders. Assist with the facilitation of planning meetings and communication to key stakeholders such as the District administration, Board of Directors, and County regarding financial planning efforts.

A-II. Annual Monitoring and Maintenance Services.

CalMuni will provide annual pension policy monitoring and maintenance services to the District, including the review of the District’s Pension Management Policy, review of the most recent CalPERS Valuation Report, review of the 115 Trust and other Pension Reserve Funds, review of other relevant financial and operational data.

Based upon our review of all relevant data, CalMuni will produce a detailed “Pension Policy Compliance Report” that, among other things, (i) estimates the upcoming CalPERS UAL bases (i.e., the increase or decrease in UAL debt for the ensuing Fiscal Year), (ii) updates available fund balances that have been pledged or set-aside (such as 115 Trust monies or other pension stabilization funds or reserves established pursuant to the Pension Management Policy) to make discretionary payment to your Pension Plans, (iii) reviews the Pension Management Policy for compliance as well as opportunities to further mitigate Pension Plan costs, and (iv) concludes with specific recommendations.

A-III. Annual CDIAC Debt Transparency Reporting (SB 1029)

CalMuni will work with the County to provide applicable annual debt transparency reports (the “ADTRs”) for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The ADTRs are due to CDIAC no later than January 31st of each year for any debt outstanding at any point during the prior fiscal year.

EXHIBIT B
COMPENSATION FOR SERVICES

A-I. Pension Management Policy Development.

For the Services described in Section A-I (General Municipal Advisory Services) of Exhibit A, CalMuni will be compensated on a time and materials basis. Each individual project will be scoped for effort and a not to exceed total budget will be provided, and agreed by the Fire Chief, prior to the commencement of work. The invoices and additional documentation requested by District, as applicable, will be submitted to the District no more frequently than monthly, but not less frequently than annually.

Municipal Advisor Fees (Hourly) for Non-Transactional Assignments	
Managing Director	\$300
Director	\$250
Analyst	\$200

A-II. Annual Monitoring and Maintenance Services.

For the Services described in Section A-II (Annual Monitoring and Maintenance Services) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$1,750, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses not to exceed \$1,150. The invoice for these services will be submitted upon release of the Pension Policy Compliance Report.

A-III. Annual CDIAC Debt Transparency Reporting (SB 1029).

For the Services described in Section A-III (Annual CDIAC Debt Transparency Reporting) of Exhibit A, CalMuni will be compensated on the basis an annual flat fee of \$450 per annual transaction report, plus reasonably incurred out of pocket expenses, including printing, data services, and other reimbursable expenses not to exceed \$250. The invoice for these services will be submitted upon completion and submission of the Report to CDIAC.

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

Policies and Procedures. CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

Supervisory Structure. CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
2. any payment made to obtain or retain a municipal advisory engagement with a client;
3. any fee-splitting arrangement with any provider of an investment or services to a client;
4. any conflict that may arise from the type of compensation arrangement we may have with a client;
and

5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

III. Specific Conflicts of Interest Disclosures – Client

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.

Date: April 12, 2022
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Discussion and Consideration Regarding Returning to In-Person Board Meetings in May

DISCUSSION:

Staff is seeking direction from the Board with regards to returning to in-person meetings. While Assembly Bill 361 provides relief from the teleconferencing provisions of the Ralph M Brown act, the circumstances to hold virtual meetings must be reviewed every 30-days to determine if there is imminent risk to attendees of an in-person meeting. The Governor has moved to treating the coronavirus as a manageable endemic and the California Department of Public Health and Humboldt County Public Health have relaxed the masking requirements. Additionally, CDPH provides there is no distinction regarding vaccination status in the masking guidance, as such, defining imminent risk is not as obvious.

Based on the current local situation and with the information above, Staff is recommending that April be the last virtual meeting for the District Board and that in May we return to an in-person meeting at the Arcata Station's classroom.

It should be noted that nearly all of the local Board and Councils have returned to in person meetings, although many are hybrid with pre-Covid set up facilities capable of accommodating a hybrid model.

This Board has had discussion previously regarding a hybrid platform, however, there is a significant cost to purchasing infrastructure and creating an IT position capable of operating the meeting.

It is with all of this information in mind that Staff is requesting discussion and a decision be made on this topic.

RECOMMENDATION:

Staff recommends the Board consider the information provided, take public comment, discuss, and provide direction to staff.

FINANCIAL IMPACT:

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

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

N/A