

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**  
**June 14, 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**

**SPECIAL PRESENTATION**

- Presentation of the 2021 Annual Award recipients.

**CLOSED SESSIONS**

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

1. Conference with Labor Negotiator (Gov. Code Section 54957.6)  
Employee Organization: *Senior Management Group*  
Agency designated representative: *District Counsel Jack Hughes*

**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 May 10, 2022, Regular Meeting Pg. 7
2. May 2022 Financial Report Pg. 12
3. Renewal of Adoption of Resolution 21-247 for an Additional 30 Days, Making Findings Pursuant to Government Code Section 54953, As Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings Pg. 25
4. Adopt Resolution 22-264 and Exhibit A, Accepting the Fiscal Year 2022-23 Appropriations Limit for the Arcata Fire District Pg. 33
  - a. Attachment 1 - Appropriation Limit Calculations FY 2022-23 Pg. 34
  - b. Attachment 2 - Resolution 22-264 and Exhibit A Pg. 35
5. Adopt Resolution 22-265 Setting the Per Unit at \$22 for the 2006 Benefit Assessment for Fiscal Year 2022-23 Pg. 38
  - a. Attachment 1 - Resolution 22-265 Pg. 39
6. Adopt Resolution 22-266 Amending the CAL-Card Credit Limits Adopted in Resolution 18-191 Pg. 41
  - a. Attachment 1 - Resolution 92-052 Pg. 43
  - b. Attachment 2 - Resolution 18-191 Pg. 44
  - c. Attachment 3 - Resolution 22-266 Pg. 46
7. Adopt Resolution 22-267 with Exhibit A, Authorizing the Destruction of Certain Fire District Records Pg. 47
8. Authorize the Contract Agreement for Repairs to the Mad River Fire Station Pg. 49
  - a. Attachment 1 - Standard Short Form Agreement Between Owner and Constructor: Job Number 22-330 Pg. 50
9. Side Letter Agreement Between Arcata Fire Protection District and Arcata Fire District Senior Management Group Pg. 66

**CORRESPONDENCE & COMMUNICATIONS** Pg. 68

1. Public Correspondence
  - a. Thank you from Two Feathers Team to Captain Gibbs and Engineer Sung for attendance at the Easter Event Pg. 69
  - b. Thank you, card/art, and Häagen-Dazs bars from Acorns to Oaks Child Care for Captain Ross McDonald and Firefighter Kadle Pg. 70
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. 74
4. Director Matters

## DISTRICT BUSINESS

Pg. 81

1. Consider Appointment of Kevin Jenkins to the Measure F Citizen Advisory Committee Pg. 82
  - a. Attachment 1 - Candidate Statement Pg. 83
2. Schedule of Fees Update to Prevention Fees Pg. 84
3. Consider Adoption of the Preliminary Budget for Fiscal Year 2022-23 Pg. 86
  - a. Attachment 1 - Draft Preliminary Budget Summary for FY 2022-23 Pg. 88
4. Further Discussion and Consideration Regarding the Official Name Change for the Fire District Pg. 94

## 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: 631 9<sup>th</sup> Street, Arcata, California  
Agency Negotiators: Director Randy Mendosa and Director Blaine Maynor
2. Public Employee Appointment (Gov. Code Section 54957(b)(1))  
Title: Acting Fire Chief

## ADJOURNMENT

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

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

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*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 9<sup>th</sup> Street, Arcata, CA 95521*
- *Mad River Station, 3235 Janes Road, Arcata, CA 95521*
- *The Arcata Fire Protection District website: [www.arcatafire.org](http://www.arcatafire.org)*

# Public Comment & Association Reports



**ARCATA VOLUNTEER FIREFIGHTERS  
ASSOCIATION, INC.**

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

**Date: 6/14/2022 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 May were about 45 hours.
  - Volunteers responded to various incidents
  - Grant development is ongoing to support the needs of the District
  - Assisting Captain McDonald with the Rural Address placard project.
  - Volunteers attended First Aid training
  - Conducted CPR and First Aid Classes

**Grants; Recent Grants Activity**

- Berg Foundation approved the \$9,143.96 grant 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**

- M Street property be impacted by trash dumping and campers
- Updated Lease agreement for 9<sup>th</sup> Street property still in development.

# Consent Calendar

**MINUTES**

*Regular Board Meeting*

*May 10, 2022*

*5:30 p.m.*

*Location: Remote Via Zoom*

**Board of Directors**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

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

**ATTENDANCE AND DETERMINATION OF A QUORUM**

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

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:** Johnson; Second: Maynor

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

Motion Carries

**PUBLIC COMMENT**

President Mendosa called for public comments and there were none.

Senior Management Group – Nothing to report.

Local 4981 – Marcus Lillard, President reported that the Local is looking forward to the Captains portion of hiring and that the process is generating interest from some local firefighters.

Arcata Volunteer Firefighters Association (AVFA) – Rob Cannon, filling in for Roy Willis and Dave White. The addition to the report was that there are still ants at the Arcata Station.

## **CONSENT CALENDAR**

1. Minutes from April 5, 2022, Special Meeting
2. Minutes from April 12, 2022, Regular Meeting
3. April 2022 Financial Report
4. Renewal of Adoption of Resolution 21-247 for an Additional 30 Days, Making Findings Pursuant to Government Code Section 54953, As Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings
5. Adoption of Resolution 22-259 Rescinding Resolution 20-219 and Removing the Surplus Property Designation for the Property Located at 1127 Old Arcata Road, Arcata, CA.
6. Adopt Resolution 22-263 with Exhibit A, Approving Disposal of Surplus Equipment and Supplies

President Mendosa reviewed the consent items aloud and there were no comments from the Board or members of the public.

It was moved to approve the consent calendar.

**Motion:** Loudenslager; Second: Johnson

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

Motion Carries

## **CORRESPONDENCE & COMMUNICATIONS**

1. Public Correspondence – President Mendosa reviewed the correspondence aloud. There were no additional comments from the Board or the public.

2. Committee Reports:

a. Arcata Station Rent Committee (*Mendosa, Maynor*) – Nothing to report at this time, but there will be a closed session later in the meeting.

b. Arcata General Plan & Gateway Area Plan Committee (*Loudenslager, Mendosa*) – Director Loudenslager reported that he had attended a meeting and made a comment during the public comment portion of the meeting. His comment involved advising that the Fire District is requesting interaction from the City regarding Fire District involvement in the processes and effects of the EIR to the District.

Chief McDonald advised that he has not received any contact from the City, however, he had been contacted by Council Member Matthews requesting to meet with the Chief to discuss the Gateway Project.

3. Fire Chief's Monthly Report – Chief McDonald reviewed his monthly report aloud.

Director Loudenslager requested clarification on the number of Captains needed to keep the third station open and if the closures were rotational. The Chief explained the District needs nine full-time Captains, and there are currently only six. The closures are rotational with each of the stations being closed two days at a time.

Director Maynor asked if there was an update on the engine purchase and the Chief advised that he has not heard anything recently, but that all of the documents were submitted on time. The District is simply in a queue.



President Mendosa asked for clarification on the auto aid for the ladder truck response in addition to potentially using the Friends of Measure F email list to seek out possible Measure F committee members.

4. Director Matters – There were none.

### **DISTRICT BUSINESS**

#### **1. Consider and Vote for Humboldt Local Agency Formation Commission (LAFCo)**

**Regular and Alternate Members:** Chief McDonald reviewed his staff report aloud, offering his recommendation that the two incumbents, Troy Nicolini and David Couch, be the District's vote.

There were no questions or comments from the public or the Board.

It was moved to consider casting a vote for Troy Nicolini as the Regular member and David Couch as the Alternate Member.

**Motion:** Johnson; Second: Maynor

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

Motion Carries

**2. Annual Performance Evaluation of the Fire Chief:** Chief McDonald reviewed his staff note aloud.

There was a lengthy discussion about the delay in this past year's review, if the performance and tasks were up to date for this period and confusion about which dates the last evaluation covered.

The following member of the public commented:

Marcus Lillard, Local 4981 President

It was moved that the Board does not conduct an appraisal for FY 21/22 and carry over the goals to the FY 22/23 appraisal period.

**Motion:** Loudenslager; Second: Maynor

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

Motion Carries

**3. Consider Approval of Proposal by JJACPA, Inc. to Provide Audit Services for Fiscal Years 2021-22, 2022-23 and 2023-24:** Chief McDonald reviewed his staff report aloud and made his recommendation.

There was a question about the date listed on page 74 of the packet, specifying 2021. Based on the rest of the chart, it appears to have been a typo and should read 2022.

There was brief discussion about the use of the same auditor for another three years and if it was possible to only do a one-year contract. Chief McDonald explained that the RFP was for three years and that a new RFP would need to occur if it was only to be for one year. Upon a query to him directly, Director Rosen voiced that he had no concerns about using the same auditor for three more years.

It was moved to authorize the Fire Chief to execute a Professional Services Agreement based on the proposal submitted by JJACPA, Inc. to provide audit services for Fiscal Years 2021-22, 2022-23 and 2023-24.

**Motion:** Rosen; Second: Johnson

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

Motion Carries

#### **4. Discussion and Consideration for the Boards Performance Goal for Chief McDonald to Pursue a Public Process for an Official Name Change for the District:**

Chief McDonald reviewed his staff report aloud.

There was a lengthy discussion with questions and input from most of the Directors. Several pointed out what their favorite one, or two name choices might be, as well as the desire to be speedy with this process and keeping the decision in-house or administrative.

Further discussion was added requesting the process be a robust public procedure for input from constituents, including a multi-meeting public hearing process, advertising, town hall meetings and a ballot measure.

Other, less expensive options for public notice included use of email, an existing survey monkey account and use of regular mail.

The following member of the public commented:

Marcus Lillard, Local 4981 President

There were a few final discussion points and questions from the Board about the reason for the name change in 2014, how it went, what names were floated and the ultimate decision.

There were no additional public comments.

It was moved to continue the item and resume discussion on at the next Board meeting, and perhaps beyond that, at which time the Board will decide the next steps.

**Motion:** Maynor; Second: Loudenslager

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

Motion Carries

#### **CLOSED SESSIONS**

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

Property: APN: 021-041-002-000, 631 9<sup>th</sup> Street, Arcata

Agency Negotiators: Director Randy Mendosa and Director Blaine Maynor

Under Negotiation: Price and Terms of Payment

##### **Public Employee Appointment (Gov. Code Section 54957(b)(1))**

Title: Assistant Chief

There were no public comments after President Mendosa reviewed the closed session topics.

President Mendosa adjourned to closed session at 6:56 pm.

The meeting resumed at 7:30 pm.

Report out of closed session by President Mendosa;

Item 1 – The Board directed staff to notify the Arcata Volunteer Firefighters Association that the District will no longer be pursuing the purchase of the 9<sup>th</sup> Street property.

Item 2 – There was nothing to report.

### **ADJOURNMENT**

Following a motion, President Mendosa adjourned the meeting at 7:30 pm.

**Motion:** Johnson; Second: Loudenslager

The next Regular Meeting is scheduled for **June 14, 2022, at 5:30 pm.**

Respectfully submitted,

Becky Schuette,  
Clerk of the Board

DRAFT

ARCATA FIRE DISTRICT  
**Balance Sheet**  
 As of May 31, 2022

	<u>May 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
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
<b>Total C.T. CONTINGENCY DESIGNATN 2011</b>	<u>56,596.13</u>
CCCU CHECKING	218,497.00
CCCU LIQUID ASSETS	100,295.20
COAST CENTRAL SAVINGS	15,789.21
COUNTY TREASURY	3,641,205.65
<b>Total Checking/Savings</b>	<u>4,221,013.41</u>
<b>Accounts Receivable</b>	
1200 · ACCOUNTS RECEIVABLE	5,919.00
<b>Total Accounts Receivable</b>	<u>5,919.00</u>
<b>Other Current Assets</b>	
A/R County #2	62,500.00
ACCT RECV - COUNTY TREASURY	-145,876.29
INTEREST RECEIVABLE	30,000.00
PREPAID EXPENSE	25,482.31
<b>Total Other Current Assets</b>	<u>-27,893.98</u>
<b>Total Current Assets</b>	<u>4,199,038.43</u>
<b>Fixed Assets</b>	
ACCUMULATED DEPRECIATION	-2,658,149.00
BUILDINGS AND IMPROVEMENTS	2,329,696.91
EQUIPMENT	3,345,680.56
LAND	224,630.00
<b>Total Fixed Assets</b>	<u>3,241,858.47</u>
<b>Other Assets</b>	
DEFERRED OUTFLOWS-OPEB	808,883.00
DEFERRED OUTFLOWS-PENSION	1,289,855.00
<b>Total Other Assets</b>	<u>2,098,738.00</u>
<b>TOTAL ASSETS</b>	<u><u><b>9,539,634.90</b></u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	67,217.81
<b>Total Accounts Payable</b>	<u>67,217.81</u>

ARCATA FIRE DISTRICT  
**Balance Sheet**  
As of May 31, 2022

	<u>May 31, 22</u>
Credit Cards	
US BANK	516.91
Total Credit Cards	516.91
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	
SURVIVOR BENEFIT	17.67
2100 · PAYROLL LIABILITIES - Other	3,476.75
Total 2100 · PAYROLL LIABILITIES	3,494.42
Total Other Current Liabilities	182,607.01
Total Current Liabilities	250,341.73
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	18,108,049.20
Total Liabilities	18,358,390.93
Equity	
INVESTMENT IN FIXED ASSETS	3,241,858.47
3900 · RETAINED EARNINGS	-11,902,346.43
Net Income	-158,268.07
Total Equity	-8,818,756.03
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>9,539,634.90</u></b>

ARCATA FIRE DISTRICT  
**Statement of Cash Flows**  
May 2022

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	<u>May 22</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	44,888.25
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	26,213.00
ACCT RECV - COUNTY TREASURY	-347,587.00
2000 · ACCOUNTS PAYABLE	5,457.45
US BANK	-4,893.58
US BANK:CAMPBELL	552.44
US BANK:J. MCDONALD	1,950.55
US BANK:LILLARD	31.24
US BANK:SCHUETTE	1,987.01
2100 · PAYROLL LIABILITIES	670.62
2100 · PAYROLL LIABILITIES:SURVIVOR BENEFIT	0.93
	<hr/>
Net cash provided by Operating Activities	-270,729.09
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Net cash increase for period	-270,729.09
	<hr/>
Cash at beginning of period	4,491,742.50
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Cash at end of period	<u><b>4,221,013.41</b></u>

ARCATA FIRE DISTRICT  
**Profit & Loss Budget vs. Actual**

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>TAX REVENUE</b>				
101117 · PROPERTY TAX-CURRENT-SECURED	1,994,998.00	2,189,000.00	-194,002.00	91.1%
102500 · PROPERTY TAX-CURRENT-UNSECURED	75,473.75	77,917.00	-2,443.25	96.9%
103500 · PROPERTY TAX-PRIOR YEARS SECURED	13,535.50	22,917.00	-9,381.50	59.1%
105110 · PROPERTY TAX PRIOR YEARS UNSECURED	0.00	917.00	-917.00	0.0%
800040 · SUPPLEMENTAL TAXES- CURRENT	19,627.63	11,000.00	8,627.63	178.4%
105900 · SUPPLEMENTAL TAXES-PRIOR YEARS	4,125.00	4,584.00	-459.00	90.0%
113100 · STATE TIMBER TAX	409.58	530.00	-120.42	77.3%
800050 · PROPERTY ASSESSMENTS	1,592,932.12	3,465,917.00	-1,872,984.88	46.0%
<b>Total TAX REVENUE</b>	3,701,101.58	5,772,782.00	-2,071,680.42	64.1%
<b>USE OF MONEY &amp; PROPERTY</b>				
800190 · INTEREST INCOME	312.51	38,500.00	-38,187.49	0.8%
<b>Total USE OF MONEY &amp; PROPERTY</b>	312.51	38,500.00	-38,187.49	0.8%
<b>INTERGOVERNMENTAL</b>				
525110 · HOMEOWNERS PROP. TAX REL	12,604.66	22,917.00	-10,312.34	55.0%
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	2,502.00	700.00	1,802.00	357.4%
Prop 172 Disbursement	0.00	8,700.00	-8,700.00	0.0%
800600 · OTHER GOVERNMENT AGENCIES - Other	1,397.19			
<b>Total 800600 · OTHER GOVERNMENT AGENCIES</b>	40,899.19	47,800.00	-6,900.81	85.6%
800950 · FIREFIGHTING REIMBURSEMENTS	51,907.82	0.00	51,907.82	100.0%
<b>Total INTERGOVERNMENTAL</b>	105,411.67	70,717.00	34,694.67	149.1%
<b>CHARGES FOR SERVICES</b>				
800155 · PREVENTION FEES	10,241.50	11,000.00	-758.50	93.1%
800156 · R1/R2 INSPECTION FEES	37,382.52	41,250.00	-3,867.48	90.6%
800700 · OTHER SERVICES	6,300.00	0.00	6,300.00	100.0%
800946 · INCIDENT REVENUE RECOVERY FEES	4,758.03	4,584.00	174.03	103.8%
<b>Total CHARGES FOR SERVICES</b>	58,682.05	56,834.00	1,848.05	103.3%
<b>MISCELLANEOUS REVENUES</b>				
800940 · OTHER REVENUE				
Donations	7,196.55	0.00	7,196.55	100.0%
Other Revenue Unclassified	7,131.56	0.00	7,131.56	100.0%
800940 · OTHER REVENUE - Other	4,333.30	15,000.00	-10,666.70	28.9%
<b>Total 800940 · OTHER REVENUE</b>	18,661.41	15,000.00	3,661.41	124.4%
800941 · REFUNDS	-1,799.23	500.00	-2,299.23	-359.8%
800942 · INCIDENT REPORTS	206.22	200.00	6.22	103.1%
MISCELLANEOUS REVENUES - Other	1,821.20			
<b>Total MISCELLANEOUS REVENUES</b>	18,889.60	15,700.00	3,189.60	120.3%
<b>OTHER FINANCING SOURCES</b>				
Transfer-In From Reserve Funds	0.00	242,000.00	-242,000.00	0.0%
<b>Total OTHER FINANCING SOURCES</b>	0.00	242,000.00	-242,000.00	0.0%
<b>Total Income</b>	3,884,397.41	6,196,533.00	-2,312,135.59	62.7%
<b>Gross Profit</b>	3,884,397.41	6,196,533.00	-2,312,135.59	62.7%

ARCATA FIRE DISTRICT  
Profit & Loss Budget vs. Actual

July 2021 through May 2022

Expense	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
<b>SALARIES &amp; EMPLOYEE BENEFITS</b>				
<b>5010 · SALARIES AND WAGES</b>				
5010.1 · Full-Time	1,303,162.52	1,507,916.66	-204,754.14	86.4%
5010.2 · CTO Payout	71,923.86	287,834.00	-215,910.14	25.0%
5010.3 · Settlement Pay/Vacation	25,457.82	30,000.00	-4,542.18	84.9%
5010.4 · Holiday Pay	36,445.24	25,000.00	11,445.24	145.8%
5010.5 · Deferred Compensation	44,200.00	52,250.00	-8,050.00	84.6%
5010.6 · Part-Time (Hourly)	62,717.08	80,667.00	-17,949.92	77.7%
5010.8 · CalFire/OES Pay	10,329.15	10,329.00	0.15	100.0%
<b>Total 5010 · SALARIES AND WAGES</b>	<b>1,554,235.67</b>	<b>1,993,996.66</b>	<b>-439,760.99</b>	<b>77.9%</b>
<b>5020 · RETIREMENT</b>				
5020.1 · CalPERS Retirement	372,632.96	372,166.66	466.30	100.1%
5020.3 · Social Security	4,041.39	4,583.00	-541.61	88.2%
5020.4 · Medicare	22,881.26	22,916.66	-35.40	99.8%
5020.5 · CalPERS Section 218 Admin Fee	0.00	300.00	-300.00	0.0%
<b>Total 5020 · RETIREMENT</b>	<b>399,555.61</b>	<b>399,966.32</b>	<b>-410.71</b>	<b>99.9%</b>
<b>5030-GROUP INSURANCE</b>				
5030.1 · Health Insurance (Employees)	407,800.24	598,583.33	-190,783.09	68.1%
5030.2 · Health Insurance (Retirees)	300,317.02	275,917.00	24,400.02	108.8%
5030.3 · Retiree Health Admin Fees	1,104.56	3,667.00	-2,562.44	30.1%
5030.4 · Dental & Life Insurance	26,861.26	34,833.00	-7,971.74	77.1%
5030.5 · Air Ambulance Insurance	2,113.00	3,000.00	-887.00	70.4%
5030.6 · Vision	4,793.07	4,492.00	301.07	106.7%
5030.7 · Long Term Disability Insurance	6,003.00	6,417.00	-414.00	93.5%
5030.8 · Medical Reimbursement-Chief	240.78	0.00	240.78	100.0%
<b>Total 5030-GROUP INSURANCE</b>	<b>749,232.93</b>	<b>926,909.33</b>	<b>-177,676.40</b>	<b>80.8%</b>
<b>5033 · UNEMPLOYMENT INSURANCE FUND</b>				
5033.1 · Unemployment Insurance	0.00	5,000.00	-5,000.00	0.0%
<b>Total 5033 · UNEMPLOYMENT INSURANCE FUND</b>	<b>0.00</b>	<b>5,000.00</b>	<b>-5,000.00</b>	<b>0.0%</b>
<b>5035 · WORKERS' COMPENSATION INSURANCE</b>				
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%
<b>Total 5035 · WORKERS' COMPENSATION INSURAN...</b>	<b>68,042.59</b>	<b>76,800.00</b>	<b>-8,757.41</b>	<b>88.6%</b>
<b>Total SALARIES &amp; EMPLOYEE BENEFITS</b>	<b>2,771,066.80</b>	<b>3,402,672.31</b>	<b>-631,605.51</b>	<b>81.4%</b>
<b>SERVICE &amp; SUPPLIES</b>				
<b>5050 · CLOTHING &amp; PERSONAL SUPPLIES</b>				
5050.1 · Uniforms	11,589.86	20,000.00	-8,410.14	57.9%
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	78.24	1,000.00	-921.76	7.8%
5050.6 · Shields & Badges	1,170.16	1,000.00	170.16	117.0%
<b>Total 5050 · CLOTHING &amp; PERSONAL SUPPLIES</b>	<b>13,574.60</b>	<b>41,000.00</b>	<b>-27,425.40</b>	<b>33.1%</b>
<b>5060 · COMMUNICATIONS</b>				
5060.1 · Phones - Landline & Cellular	9,119.14	22,550.00	-13,430.86	40.4%
5060.2 · Alarm Monitoring	4,873.92	2,750.00	2,123.92	177.2%
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	12,261.49	12,375.00	-113.51	99.1%
5060 · COMMUNICATIONS - Other	569.00			
<b>Total 5060 · COMMUNICATIONS</b>	<b>26,823.55</b>	<b>39,775.00</b>	<b>-12,951.45</b>	<b>67.4%</b>



ARCATA FIRE DISTRICT  
**Profit & Loss Budget vs. Actual**

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
<b>5080 · FOOD</b>				
5080.1 · Food/Rehab Supplies	586.66	2,000.00	-1,413.34	29.3%
5080.2 · Drinking Water	0.00	750.00	-750.00	0.0%
5080 · FOOD - Other	40.50			
<b>Total 5080 · FOOD</b>	<b>627.16</b>	<b>2,750.00</b>	<b>-2,122.84</b>	<b>22.8%</b>
<b>5090 · HOUSEHOLD EXPENSE</b>				
5090.1 · Station Supplies				
Arcata	451.62	0.00	451.62	100.0%
Mad River	576.48	0.00	576.48	100.0%
McK	720.82	0.00	720.82	100.0%
5090.1 · Station Supplies - Other	949.07	3,759.00	-2,809.93	25.2%
<b>Total 5090.1 · Station Supplies</b>	<b>2,697.99</b>	<b>3,759.00</b>	<b>-1,061.01</b>	<b>71.8%</b>
5090.2 · Garbage Service				
Arcata	593.60	0.00	593.60	100.0%
Mad River	1,328.92	0.00	1,328.92	100.0%
McK	2,109.90	0.00	2,109.90	100.0%
5090.2 · Garbage Service - Other	394.40	4,892.00	-4,497.60	8.1%
<b>Total 5090.2 · Garbage Service</b>	<b>4,426.82</b>	<b>4,892.00</b>	<b>-465.18</b>	<b>90.5%</b>
5080.3 · Station Furniture	5,200.00	5,000.00	200.00	104.0%
<b>Total 5090 · HOUSEHOLD EXPENSE</b>	<b>12,324.81</b>	<b>13,651.00</b>	<b>-1,326.19</b>	<b>90.3%</b>
<b>5100 · LIABILITY INSURANCE</b>				
5100.1 · Liability Insurance	35,221.00	35,300.00	-79.00	99.8%
<b>Total 5100 · LIABILITY INSURANCE</b>	<b>35,221.00</b>	<b>35,300.00</b>	<b>-79.00</b>	<b>99.8%</b>
<b>5120 · MAINTENANCE-EQUIPMENT</b>				
5120.1 · Fire Apparatus				
8211 · E8211	7,341.74	0.00	7,341.74	100.0%
8215 · E8215	34,271.91	0.00	34,271.91	100.0%
8216 · E8216	25,567.01	0.00	25,567.01	100.0%
8217 · E8217	10,910.05	0.00	10,910.05	100.0%
8239 · E8239	20,813.84			
8241 · A8241	18.43			
8258 · WT8258	712.67	0.00	712.67	100.0%
8274 · R8274	1.94			
5120.1 · Fire Apparatus - Other	2,799.21	80,000.00	-77,200.79	3.5%
<b>Total 5120.1 · Fire Apparatus</b>	<b>102,436.80</b>	<b>80,000.00</b>	<b>22,436.80</b>	<b>128.0%</b>
5120.2 · Small Vehicles				
8205 · U8205	264.68	0.00	264.68	100.0%
8206 · U8206	1,799.55	0.00	1,799.55	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%
<b>Total 5120.2 · Small Vehicles</b>	<b>2,720.63</b>	<b>10,000.00</b>	<b>-7,279.37</b>	<b>27.2%</b>
5120.3 · Hose & Ladder Testing	6,299.80	6,800.00	-500.20	92.6%
5120.4 · Hose Repair	0.00	500.00	-500.00	0.0%
5120.7 · SCBA	9,387.98	6,000.00	3,387.98	156.5%
5120.8 · Hydraulic Rescue Tool Service	3,335.11	3,800.00	-464.89	87.8%
5120.9 · Power Tools Maintenance	375.90	1,000.00	-624.10	37.6%
5120.10 · AED/LUCAS Maintenance	7,416.00	8,100.00	-684.00	91.6%
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			
<b>Total 5120 · MAINTENANCE-EQUIPMENT</b>	<b>132,648.51</b>	<b>118,400.00</b>	<b>14,248.51</b>	<b>112.0%</b>

ARCATA FIRE DISTRICT  
Profit & Loss Budget vs. Actual

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
<b>5121 · MAINTENANCE-ELECTRONICS</b>				
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%
<b>Total 5121 · MAINTENANCE-ELECTRONICS</b>	<b>1,736.88</b>	<b>5,500.00</b>	<b>-3,763.12</b>	<b>31.6%</b>
<b>5130 · MAINTENANCE-STRUCTURE</b>				
5130.1 · Structure Maintenance				
Arcata	8,966.41	0.00	8,966.41	100.0%
Mad River	3,604.50	0.00	3,604.50	100.0%
McK	4,871.50	0.00	4,871.50	100.0%
5130.1 · Structure Maintenance - Other	122.01	7,900.00	-7,777.99	1.5%
<b>Total 5130.1 · Structure Maintenance</b>	<b>17,564.42</b>	<b>7,900.00</b>	<b>9,664.42</b>	<b>222.3%</b>
5130.2 · Grounds Maintenance				
Bayside	542.50			
Mad River	62.74			
McK	915.45			
5130.2 · Grounds Maintenance - Other	101.98	2,000.00	-1,898.02	5.1%
<b>Total 5130.2 · Grounds Maintenance</b>	<b>1,622.67</b>	<b>2,000.00</b>	<b>-377.33</b>	<b>81.1%</b>
5130.3 · Emergency Power Maintenance	0.00	2,000.00	-2,000.00	0.0%
5130.4 · Pest Control	1,650.00	2,750.00	-1,100.00	60.0%
<b>Total 5130 · MAINTENANCE-STRUCTURE</b>	<b>20,837.09</b>	<b>14,650.00</b>	<b>6,187.09</b>	<b>142.2%</b>
<b>5140 · MEDICAL SUPPLIES</b>				
5140.1 · Medical Supplies	4,032.18	5,500.00	-1,467.82	73.3%
5140.2 · AED / LUCAS Supplies	0.00	500.00	-500.00	0.0%
5140.3 · COVID Supplies	581.50	2,000.00	-1,418.50	29.1%
<b>Total 5140 · MEDICAL SUPPLIES</b>	<b>4,613.68</b>	<b>8,000.00</b>	<b>-3,386.32</b>	<b>57.7%</b>
<b>5150 · MEMBERSHIPS</b>				
5150.6 · Dues	1,955.50	2,000.00	-44.50	97.8%
<b>Total 5150 · MEMBERSHIPS</b>	<b>1,955.50</b>	<b>2,000.00</b>	<b>-44.50</b>	<b>97.8%</b>
<b>5160 · MISCELLANEOUS EXPENSE</b>				
5160.1 · Miscellaneous Expense	-148.88	1,000.00	-1,148.88	-14.9%
<b>Total 5160 · MISCELLANEOUS EXPENSE</b>	<b>-148.88</b>	<b>1,000.00</b>	<b>-1,148.88</b>	<b>-14.9%</b>
<b>5170 · OFFICE SUPPLIES</b>				
5170.1 · Office Supplies	2,191.46	4,584.00	-2,392.54	47.8%
5070.2 · Postage & Shipping	430.89	917.00	-486.11	47.0%
5170.3 · Software	57.00	500.00	-443.00	11.4%
5170.4 · Subscription Periodicals	0.00	100.00	-100.00	0.0%
5170 · OFFICE SUPPLIES - Other	353.49	0.00	353.49	100.0%
<b>Total 5170 · OFFICE SUPPLIES</b>	<b>3,032.84</b>	<b>6,101.00</b>	<b>-3,068.16</b>	<b>49.7%</b>
<b>5180 · PROFESSIONAL &amp; SPECIAL SERVICES</b>				
5180.1 · Legal Services	51,654.08	45,833.33	5,820.75	112.7%
5180.2 · Human Resource Services	12,367.00	25,780.00	-13,413.00	48.0%
5180.3 · Medical Screening Services	4,941.84	20,000.00	-15,058.16	24.7%
5180.4 · Background Checks	17,866.80	21,000.00	-3,133.20	85.1%
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	29,990.51	28,750.00	1,240.51	104.3%
5180.9 · Web Page Hosting	3,640.32	4,125.00	-484.68	88.3%
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	700.00	1,750.00	-1,050.00	40.0%
5180.14 · eDispatches Annual Fee	1,560.00	2,000.00	-440.00	78.0%
5180.15 · Survey Program	0.00	500.00	-500.00	0.0%

ARCATA FIRE DISTRICT  
**Profit & Loss Budget vs. Actual**

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
5180.16 · Subscriptions	2,095.33	1,800.00	295.33	116.4%
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	412.50	500.00	-87.50	82.5%
<b>Total 5180 · PROFESSIONAL &amp; SPECIAL SERVICES</b>	<b>154,514.24</b>	<b>189,938.33</b>	<b>-35,424.09</b>	<b>81.3%</b>
<b>5190 · PUBLICATIONS &amp; LEGAL NOTICES</b>				
5191.1 · Publications & Notices	1,700.00	2,000.00	-300.00	85.0%
<b>Total 5190 · PUBLICATIONS &amp; LEGAL NOTICES</b>	<b>1,700.00</b>	<b>2,000.00</b>	<b>-300.00</b>	<b>85.0%</b>
<b>5200 · RENTS &amp; LEASES - EQUIPMENT</b>				
5200.1 · Copier	6,487.65	7,608.33	-1,120.68	85.3%
<b>Total 5200 · RENTS &amp; LEASES - EQUIPMENT</b>	<b>6,487.65</b>	<b>7,608.33</b>	<b>-1,120.68</b>	<b>85.3%</b>
<b>5210 · RENTS &amp; LEASES - STRUCTURES</b>				
5210.1 · Arcata Station	108,000.00	98,000.00	10,000.00	110.2%
<b>Total 5210 · RENTS &amp; LEASES - STRUCTURES</b>	<b>108,000.00</b>	<b>98,000.00</b>	<b>10,000.00</b>	<b>110.2%</b>
<b>5230 · SPECIAL DISTRICT EXPENSE</b>				
5230.1 · Property Tax Admin Fee	30,424.00	67,450.00	-37,026.00	45.1%
5230.2 · Tax Roll Direct Charge Fee	135.00	13,300.00	-13,165.00	1.0%
5230.3 · LAFCO Annual Fee	3,216.76	4,000.00	-783.24	80.4%
5230.5 · Assessment Adjustments/Refunds	7,922.00	5,000.00	2,922.00	158.4%
5230.6 · Public Education Supplies	1,140.42	1,500.00	-359.58	76.0%
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	255.00	1,000.00	-745.00	25.5%
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	6,488.38	15,000.00	-8,511.62	43.3%
5230.20 · Training Supplies	787.35	10,000.00	-9,212.65	7.9%
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%
<b>Total 5230 · SPECIAL DISTRICT EXPENSE</b>	<b>53,474.12</b>	<b>142,930.00</b>	<b>-89,455.88</b>	<b>37.4%</b>
<b>5250 · TRANSPORTATION &amp; TRAVEL</b>				
5250.1 · Fuel				
McK	9,348.37			
Mad River	37,099.87			
5250.1 · Fuel - Other	4,259.09	65,417.00	-61,157.91	6.5%
<b>Total 5250.1 · Fuel</b>	<b>50,707.33</b>	<b>65,417.00</b>	<b>-14,709.67</b>	<b>77.5%</b>
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%
<b>Total 5250 · TRANSPORTATION &amp; TRAVEL</b>	<b>50,707.33</b>	<b>80,417.00</b>	<b>-29,709.67</b>	<b>63.1%</b>
<b>5260 · UTILITIES</b>				
5260.1 · P G & E				
Arcata	11,239.39	0.00	11,239.39	100.0%
Mad River	3,007.91	0.00	3,007.91	100.0%
McK	12,529.37	0.00	12,529.37	100.0%
5260.1 · P G & E - Other	0.00	29,334.00	-29,334.00	0.0%
<b>Total 5260.1 · P G &amp; E</b>	<b>26,776.67</b>	<b>29,334.00</b>	<b>-2,557.33</b>	<b>91.3%</b>

ARCATA FIRE DISTRICT  
**Profit & Loss Budget vs. Actual**

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
<b>5260.2 · Water &amp; Sewer</b>				
Arcata	1,446.67	0.00	1,446.67	100.0%
Mad River	1,549.55	0.00	1,549.55	100.0%
McK	2,045.86	0.00	2,045.86	100.0%
5260.2 · Water & Sewer - Other	0.00	5,500.00	-5,500.00	0.0%
<b>Total 5260.2 · Water &amp; Sewer</b>	<b>5,042.08</b>	<b>5,500.00</b>	<b>-457.92</b>	<b>91.7%</b>
<b>Total 5260 · UTILITIES</b>	<b>31,818.75</b>	<b>34,834.00</b>	<b>-3,015.25</b>	<b>91.3%</b>
<b>5370 · MINOR EQUIPMENT</b>				
5370.4 · Fire Hose	0.00	5,000.00	-5,000.00	0.0%
5370.6 · Fire Equipment & Fabrication	4,881.88	9,000.00	-4,118.12	54.2%
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%
<b>Total 5370 · MINOR EQUIPMENT</b>	<b>17,430.95</b>	<b>27,500.00</b>	<b>-10,069.05</b>	<b>63.4%</b>
<b>Total SERVICE &amp; SUPPLIES</b>	<b>677,379.78</b>	<b>871,354.66</b>	<b>-193,974.88</b>	<b>77.7%</b>
<b>OTHER BUDGET FUNDING REQUIRED</b>				
<b>CAPITAL EXPENSE</b>				
Equipment	0.00	50,000.00	-50,000.00	0.0%
<b>STRUCTURE/GROUNDS IMPROVEMENTS</b>	65,255.07	93,000.00	-27,744.93	70.2%
<b>Total CAPITAL EXPENSE</b>	<b>65,255.07</b>	<b>143,000.00</b>	<b>-77,744.93</b>	<b>45.6%</b>
<b>DEBT SERVICE</b>				
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%
<b>Total DEBT SERVICE</b>	<b>39,077.88</b>	<b>39,078.00</b>	<b>-0.12</b>	<b>100.0%</b>
<b>OPERATING FUND TRANSFERS</b>				
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%
<b>Total OPERATING FUND TRANSFERS</b>	<b>431,548.00</b>	<b>1,031,548.00</b>	<b>-600,000.00</b>	<b>41.8%</b>
<b>Total OTHER BUDGET FUNDING REQUIRED</b>	<b>535,880.95</b>	<b>1,213,626.00</b>	<b>-677,745.05</b>	<b>44.2%</b>
<b>6560 · PAYROLL EXPENSES</b>	58,287.95			
<b>66910 · Bank Service Charges</b>	50.00			
<b>Total Expense</b>	<b>4,042,665.48</b>	<b>5,487,652.97</b>	<b>-1,444,987.49</b>	<b>73.7%</b>
<b>Net Ordinary Income</b>	<b>-158,268.07</b>	<b>708,880.03</b>	<b>-867,148.10</b>	<b>-22.3%</b>
<b>Net Income</b>	<b>-158,268.07</b>	<b>708,880.03</b>	<b>-867,148.10</b>	<b>-22.3%</b>

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06/09/22

Accrual Basis

**ARCATA FIRE DISTRICT**  
**Expenses by Vendor Detail**

May 2022

Type	Date	Memo	Account	Amount
<b>707 PEST SOLUTIONS</b>				
Bill	05/03/2022	April Service All Stations	5130.4 · Pest Control	275.00
Total 707 PEST SOLUTIONS				275.00
<b>A-1 CLEANING SERVICES LLC</b>				
Credit Card Charge	05/16/2022	Admin Carpet Cleaning	McK	516.80
Credit Card Charge	05/24/2022	McK Station Admin area floor cleaning	McK	494.65
Total A-1 CLEANING SERVICES LLC				1,011.45
<b>ALBER'S TRACTOR &amp; AG WORK</b>				
Bill	05/25/2022	Bayside property mowing	Bayside	292.50
Total ALBER'S TRACTOR & AG WORK				292.50
<b>ALERTALL</b>				
Credit Card Charge	05/19/2022	Pub Ed Supplies - Safety Kits, tattoos, fire hats x400	5230.6 · Public Education Su...	1,140.42
Total ALERTALL				1,140.42
<b>AMAZON</b>				
Credit Card Charge	05/19/2022	Replacement heating element for MR oven	Mad River	31.24
Credit Card Charge	05/20/2022	3x5 Floor Mats for McK Station	McK	204.72
Credit Card Charge	05/20/2022	Mouse	5170 · OFFICE SUPPLIES	69.99
Credit Card Charge	05/20/2022	Mat	McK	99.58
Credit Card Charge	05/22/2022	Florescent bomber jacket - Perez	5050.5 · PPE - VLU	78.24
Total AMAZON				483.77
<b>ANCHORTEX</b>				
Credit Card Charge	05/20/2022	Uniform clothing	5050.1 · Uniforms	210.54
Total ANCHORTEX				210.54
<b>ARCATA POLICE</b>				
Bill	05/04/2022	Fingerprinting VLU Perez	5180.4 · Background Checks	35.00
Total ARCATA POLICE				35.00
<b>ARCATA VOLUNTEER FIREFIGHTERS ASSOC.</b>				
Bill	05/15/2022	June 2022 Rent	5210.1 · Arcata Station	10,000.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				10,000.00
<b>AT&amp;T- CAL NET 3</b>				
Bill	05/19/2022	Service Period 04-19-22 to 05-18-22	5060.1 · Phones - Landline &...	158.72
Total AT&T- CAL NET 3				158.72
<b>AUDREY ARCHIBALD</b>				
Bill	05/11/2022	Payment 2 Reimbursement for Special Tax Assessment Appeal ...	5230.5 · Assessment Adjust...	139.50
Total AUDREY ARCHIBALD				139.50
<b>BAUER COMPRESSORS, INC.</b>				
Bill	05/25/2022	Annual PM	5120.7 · SCBA	1,385.82
Total BAUER COMPRESSORS, INC.				1,385.82
<b>BDI EXPRESS (MUNNELL &amp; SHERILL)</b>				
Bill	05/09/2022	Granular Absorbant	5370.6 · Fire Equipment & Fa...	66.29
Total BDI EXPRESS (MUNNELL & SHERILL)				66.29
<b>BECKY SCHUETTE</b>				
Bill	05/05/2022	Vision Reimbursement Self	5030.6 · Vision	106.41
Bill	05/19/2022	Uniform pants reimbursement	5030.6 · Vision	40.93
Total BECKY SCHUETTE				147.34
<b>BLD CONSULTING</b>				
Credit Card Charge	05/03/2022	CAD Interface Maintenance Fees	5180.13 · CAD Interface Mai...	700.00
Total BLD CONSULTING				700.00
<b>CAL PERS</b>				
Liability Check	05/13/2022	Employer Paid PP 04-03-22 to 04-16-22	5020.1 · CalPERS Retirement	15,543.11
Liability Check	05/27/2022	Employer Paid PP 04-17-22 to 04-30-22	5020.1 · CalPERS Retirement	15,543.11
Total CAL PERS				31,086.22

ARCATA FIRE DISTRICT  
Expenses by Vendor Detail

May 2022

Type	Date	Memo	Account	Amount
<b>CALFIRE-DEPT OF FORESTRY &amp; FIRE PROT.</b>				
Bill	05/17/2022	Driver Operator 1B x 3	5230.19 · Staff Training	420.00
Total CALFIRE-DEPT OF FORESTRY & FIRE PROT.				420.00
<b>CalPERS 457 PLAN</b>				
Liability Check	05/13/2022	Employer Match Contributions PP 04-17-22 to 04-30-22	5010.5 · Deferred Compensa...	1,900.00
Liability Check	05/27/2022	Employer Match PP 05-01-22 to 05-14-22	5010.5 · Deferred Compensa...	1,900.00
Total CalPERS 457 PLAN				3,800.00
<b>CENTRAL AVENUE SERVICE CENTER</b>				
Bill	05/24/2022	Headlight and gearshift replacement and repairs	8206 · U8206	323.36
Total CENTRAL AVENUE SERVICE CENTER				323.36
<b>CENTRAL SANDWICH</b>				
Credit Card Charge	05/03/2022	AC Recruitment Interview Committee Lunches	5080.1 · Food/Rehab Supplies	141.39
Total CENTRAL SANDWICH				141.39
<b>CITY OF ARCATA</b>				
Bill	05/07/2022	Service Period 04-07-22 to 05-06-22	Mad River	129.34
Bill	05/28/2022	Service 04-28-22 to 05-27-22	Arcata	131.75
Total CITY OF ARCATA				261.09
<b>COASTAL BUSINESS SYSTEMS, INC</b>				
Bill	05/04/2022	Sharp copier and Lexmark printers	5200.1 · Copier	575.39
Total COASTAL BUSINESS SYSTEMS, INC				575.39
<b>COSTCO</b>				
Credit Card Charge	05/05/2022	Door floor mats for McK x 2	McK	30.57
Total COSTCO				30.57
<b>CVS/PHARMACY</b>				
Credit Card Charge	05/30/2022	Antigen test packs	5140.3 · COVID Supplies	129.25
Credit Card Charge	05/31/2022	Covid tests	5140.3 · COVID Supplies	387.66
Total CVS/PHARMACY				516.91
<b>DANA L. NIELSEN</b>				
Bill	05/11/2022	Payment 2 Reimbursement for Special Tax Assessment Appeal ...	5230.5 · Assessment Adjust...	139.50
Total DANA L. NIELSEN				139.50
<b>DEPARTMENT OF JUSTICE</b>				
Bill	05/04/2022	VLU Fingerprinting	5180.4 · Background Checks	49.00
Total DEPARTMENT OF JUSTICE				49.00
<b>FDAC EBA</b>				
Bill	05/09/2022	June Coverage	5030.4 · Dental & Life Insura...	2,420.90
Total FDAC EBA				2,420.90
<b>HARBOR FREIGHT TOOLS</b>				
Credit Card Charge	05/13/2022	Towel dispenser with refill for shop area	Mad River	48.58
Credit Card Charge	05/13/2022	Polisher & matereisal to polish apparatus	5120.1 · Fire Apparatus	97.14
Total HARBOR FREIGHT TOOLS				145.72
<b>HENSELS</b>				
Bill	05/12/2022	Product to fill gaps in barn to keep out birds	5130.1 · Structure Maintenance	32.52
Bill	05/24/2022	Oven repair parts	Mad River	9.96
Total HENSELS				42.48
<b>HUMBOLDT SANITATION</b>				
Bill	05/06/2022	April service	McK	207.35
Credit Card Charge	05/17/2022	Trash disposal	5090.2 · Garbage Service	82.40
Total HUMBOLDT SANITATION				289.75
<b>INFINITE CONSULTING SERVICES</b>				
Bill	05/01/2022	Managed IT Services	5180.8 · IT Services	2,870.00
Bill	05/16/2022	.ORG Domain registration x 3 for one year	5180.8 · IT Services	30.51
Total INFINITE CONSULTING SERVICES				2,900.51

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06/09/22

Accrual Basis

ARCATA FIRE DISTRICT  
Expenses by Vendor Detail

May 2022

Type	Date	Memo	Account	Amount
<b>JOHN LEEN &amp; PATRICIA CARROLL</b>				
Bill	05/04/2022	Fire Assessment Overcharge Reimbursement - Correct 2006 As...	5230.5 · Assessment Adjust...	2,772.00
Total JOHN LEEN & PATRICIA CARROLL				2,772.00
<b>JOHN NICKLAS</b>				
Bill	05/11/2022	Payment 2 Reimbursement for Special Tax Assessment Appeal ...	5230.5 · Assessment Adjust...	95.50
Total JOHN NICKLAS				95.50
<b>JUSTIN MCDONALD</b>				
Bill	05/02/2022	Station cleanup and disposal - Reimbursement for Garbage rem...	5090.2 · Garbage Service	36.00
Bill	05/02/2022	Ewaste for microwave - Reimbursement for Garbage removal/dis...	McK	9.60
Total JUSTIN MCDONALD				45.60
<b>LIEBERT CASSIDY WHITMORE</b>				
Bill	05/19/2022	AR035-00011 Negotiations	5180.1 · Legal Services	8,268.00
Total LIEBERT CASSIDY WHITMORE				8,268.00
<b>MANUEL BURCIAGA</b>				
Bill	05/02/2022	Vision Reimbursement Child #1	5030.6 · Vision	263.96
Total MANUEL BURCIAGA				263.96
<b>MCK. COMM. SERVICES DISTRICT</b>				
Bill	05/16/2022	DCV 04-04-22 to 05-02-22	McK	25.76
Bill	05/16/2022	04-04-22 to 05-02-22	McK	157.65
Total MCK. COMM. SERVICES DISTRICT				183.41
<b>MCKINLEYVILLE ACE HARDWARE</b>				
Bill	05/16/2022	Grounds maintenance	Mad River	48.01
Total MCKINLEYVILLE ACE HARDWARE				48.01
<b>MIDAMERICA</b>				
Bill	05/12/2022	4th Q 2021 Admin Fees	5030.3 · Retiree Health Admi...	357.00
Total MIDAMERICA				357.00
<b>MIDAMERICA HRA</b>				
Bill	05/17/2022	June Retiree HRA Contributions	5030.2 · Health Insurance (R...	22,487.31
Total MIDAMERICA HRA				22,487.31
<b>MILLER FARMS NURSERY</b>				
Bill	05/31/2022	20 yards shredded redwood bark	McK	862.90
Total MILLER FARMS NURSERY				862.90
<b>MITCHELL, BRISSO, DELANEY &amp; VRIEZE, LLP</b>				
Bill	05/31/2022	Closed session, name change, civil litigation fire victim	5180.1 · Legal Services	250.50
Total MITCHELL, BRISSO, DELANEY & VRIEZE, LLP				250.50
<b>OFFICE DEPOT</b>				
Bill	05/03/2022	Cleaning supplies, paper towels, TP	5090.1 · Station Supplies	121.90
Bill	05/03/2022	Cleaning supplies, TP, paper towels, batteries	Mad River	260.06
Bill	05/20/2022	Sharpee pens	5170 · OFFICE SUPPLIES	8.61
Bill	05/23/2022	Paper towels, laundry soap(refused for leaking-credited)	Arcata	104.92
Credit	05/24/2022	Return refund applied to original invoice 243180433001	800941 · REFUNDS	-56.85
Bill	05/25/2022	Re-order of laundry soap from previous return	Arcata	56.85
Total OFFICE DEPOT				495.49
<b>PACIFIC GAS AND ELECTRIC</b>				
Bill	05/03/2022	Service Period .03-28-22 to 04-26-22	McK	1,348.63
Bill	05/09/2022	04-01-22 to 05-02-22	Arcata	1,353.35
Bill	05/20/2022	Service period 04-15-22 to 05-15-22	Mad River	232.00
Total PACIFIC GAS AND ELECTRIC				2,933.98
<b>PERS / HEALTH</b>				
Bill	05/17/2022	Active Employee Premiums	5030.1 · Health Insurance (E...	39,875.00
Bill	05/17/2022	Retiree Premiums	5030.2 · Health Insurance (R...	3,590.01
Bill	05/17/2022	Active Employee Admin Fees	5030.1 · Health Insurance (E...	99.69
Bill	05/17/2022	Retiree Admin Fees	5030.3 · Retiree Health Admi...	65.19
Total PERS / HEALTH				43,630.49

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06/09/22

Accrual Basis

ARCATA FIRE DISTRICT  
Expenses by Vendor Detail

May 2022

Type	Date	Memo	Account	Amount
<b>PRO PACIFIC AUTO REPAIR, INC.</b>				
Bill	05/02/2022	Water pump service and repairs	8239 · E8239	1,141.09
Bill	05/13/2022	Turbo actuator leak - roadside response	8216 · E8216	2,182.84
Total PRO PACIFIC AUTO REPAIR, INC.				3,323.93
<b>RECOLOGY</b>				
Bill	05/05/2022	April service period	Arcata	59.36
Bill	05/05/2022	April garbage	Mad River	61.31
Total RECOLOGY				120.67
<b>REDWOOD COAST FUELS</b>				
Bill	05/11/2022	Diesel	Mad River	499.98
Bill	05/25/2022	Diesel McK Station	McK	600.35
Bill	05/25/2022	Diesel and Gas MR Station	Mad River	4,918.27
Total REDWOOD COAST FUELS				6,018.60
<b>ROBERT OR BRIGETTE CRITTENDEN</b>				
Bill	05/02/2022	Fire Assessment Overcharge Reimbursement - Correct 2006 As...	5230.5 · Assessment Adjust...	2,772.00
Total ROBERT OR BRIGETTE CRITTENDEN				2,772.00
<b>SAFEWAY</b>				
Credit Card Charge	05/03/2022	AC Hiring Process - panel breakfast	5080.1 · Food/Rehab Supplies	35.53
Total SAFEWAY				35.53
<b>SILKE COMMUNICATIONS</b>				
Bill	05/09/2022	Service call in March	5060 · COMMUNICATIONS	255.00
Bill	05/16/2022	Troubleshoot base problem	5060 · COMMUNICATIONS	314.00
Bill	05/19/2022	Radio equipment for new engine	5370.6 · Fire Equipment & Fa...	2,199.03
Total SILKE COMMUNICATIONS				2,768.03
<b>STREAMLINE</b>				
Bill	05/02/2022	Web and engage May	5180.9 · Web Page Hosting	370.00
Total STREAMLINE				370.00
<b>STRYKER</b>				
Bill	05/16/2022	1 Year LUCAS onsite maintenance agreement x 2	5120.10 · AED/LUCAS Maint...	2,703.60
Total STRYKER				2,703.60
<b>SUDDENLINK</b>				
Bill	05/16/2022	Service Period 05-04-22 to 06-03-22	5060.5 · Cable TV & Internet	1,114.87
Total SUDDENLINK				1,114.87
<b>THE STANDARD</b>				
Bill	05/20/2022	LTD June	5030.7 · Long Term Disability...	493.00
Total THE STANDARD				493.00
<b>THOMAS HOME CENTER</b>				
Credit Card Charge	05/02/2022	Station maintenance	McK	22.54
Total THOMAS HOME CENTER				22.54
<b>TYLER SUNG</b>				
Bill	05/09/2022	Vision Reimbursement	5030.6 · Vision	280.00
Total TYLER SUNG				280.00
<b>VERIZON WIRELESS</b>				
Bill	05/09/2022	Service Period 04-02-22 to 05-01-22	5060.1 · Phones - Landline &...	523.27
Total VERIZON WIRELESS				523.27
<b>WITMER PUBLIC SAFETY GROUP</b>				
Bill	05/20/2022	Class A Uniform	5050.6 · Shields & Badges	92.52
Total WITMER PUBLIC SAFETY GROUP				92.52
<b>TOTAL</b>				<b>162,521.85</b>





**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

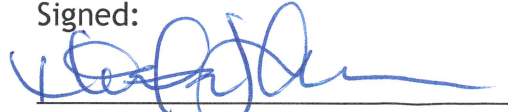
Nays: None

Abstain: None

Absent: None

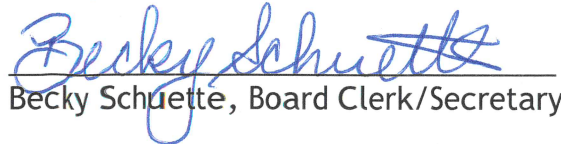
**DATED:** October 12, 2021

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

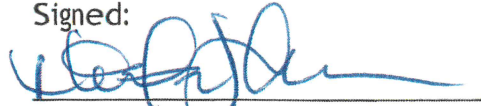
Nays: None

Abstain: None

Absent: None

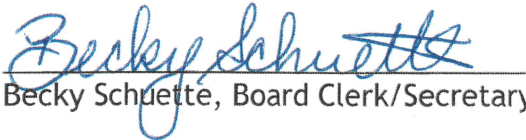
**DATED:** October 12, 2021

Signed:



Nicole Johnson, President

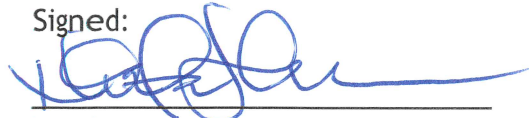
Attest:



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

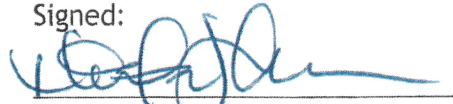
Nays: None

Abstain: None

Absent: None

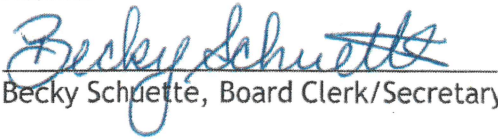
**DATED:** October 12, 2021

Signed:



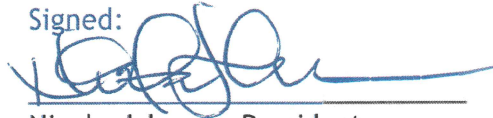
Nicole Johnson, President

Attest:

  
Becky Schuette, Board Clerk/Secretary

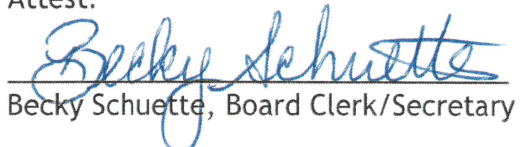
**EXTENSION ADOPTION DATE:** November 9, 2021

Signed:



Nicole Johnson, President

Attest:

  
Becky Schuette, Board Clerk/Secretary

**EXTENSION ADOPTION DATE:** December 14, 2021

Signed:

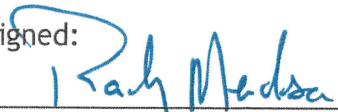


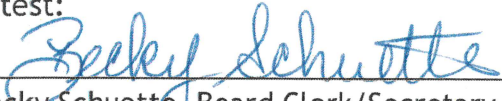
Nicole Johnson, President

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:

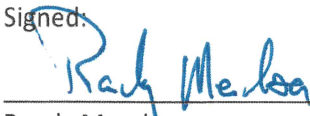
  
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Randy Mendosa, President

Attest:

  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: February 8, 2022

Signed:

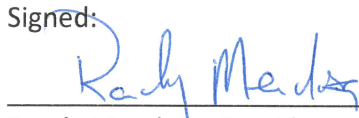
  
\_\_\_\_\_  
Randy Mendosa

Attest:

  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: March 8, 2022

Signed:

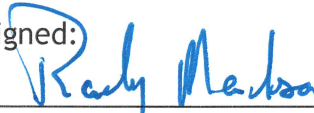
  
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Randy Mendosa, President

Attest:

  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: April 12, 2022

Signed:




\_\_\_\_\_  
Randy Mendosa, President

Attest:

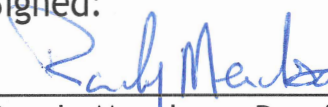
  
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Becky Schuette, Board Clerk/Secretary

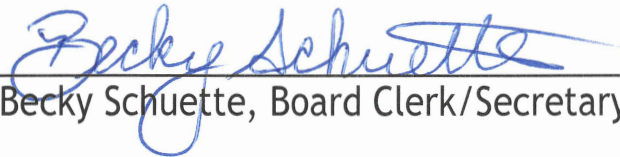
EXTENSION ADOPTION DATE: April 12, 2022

Signed:   
\_\_\_\_\_  
Randy Mendosa, President

Attest:  
  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: May 10, 2022

Signed:   
\_\_\_\_\_  
Randy Mendosa, President

Attest:  
  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

EXTENSION ADOPTION DATE: June 14, 2022

Signed:  
  
\_\_\_\_\_  
Randy Mendosa, President

Attest:  
  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary



**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Adoption of Resolution 22-264 and Exhibit A Accepting the 2022-23 Appropriations Limit for the Arcata Fire District

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**DISCUSSION:**

Each year the Board of Directors is required to review and approve a resolution that calculated the maximum allowable appropriation amount for the proceeds of tax, subject to the limitation established in compliance with the California State Constitution, Article XIII(B).

The calculation of the limitation is based upon the change in population and the cost-of-living per capita income (CPI). As a special district, the change in population can be the percentage change of District population or the percentage change of the County, whichever is highest.

According to the Department of Finance (DOF), the population of the District increased by 1.07% but the overall County population dropped 0.23%. The CPI adjustment for fiscal year 2022-23 is 7.55% and is provided by the DOF. **Attachment 1** shows both options for calculating the appropriation limit. Staff is recommending using the change in District population (Option B) which is attached as Exhibit "A" to Resolution 22-264. These calculations will remain on file and available for public inspection.

The estimated proceeds from taxes subject to limit amount is \$4,384,174 for fiscal year 2022-23. The calculated appropriation limit for 2022-23 amounts to \$4,295,408. Accordingly, the proceeds of taxes subject to limitation are over the appropriations limit by \$88,766. However, with the passage of Ordinance 20-20 (Measure F) the voters authorized the increase in the District's appropriations limit in an amount equal to the revenue derived from the special tax.

**RECOMMENDATION:**

Staff recommends the Board consider the information provided and adopt Resolution 22-264 with Exhibit, accepting the 2022-23 Appropriation Limit, setting the limit at \$4,295,419 using the change in population of the District.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

- Attachment 1 – Appropriation Limit Calculations for FY 2022-23
- Attachment 2 – Resolution 22-264 and Exhibit A



## APPROPRIATIONS LIMIT CALCULATIONS FOR FY 2022-23

### Option A

#### USING HUMBOLDT COUNTY POPULATION GROWTH DATA

PER CAPITA INCOME INCREASE = 7.55  
(May 2022 Annual Price and Population Letter - Dept. of Finance)

CONVERTED TO A FACTOR **1.076**

POPULATION INCREASE (HUMBOLDT CO.) = -0.23  
(May 2022 Annual Price and Population Letter - Dept. of Finance)

CONVERTED TO A FACTOR **.998**

PER CAPITA FACTOR **1.076** X POPULATION FACTOR **.998** = ADJUSTMENT FACTOR **1.073**

#### CALCULATION

FY 21-22 LIMIT FOR AFPD \$3,951,628 X ADJUSTMENT FACTOR **1.073** = FY 22-23 Appropriations Limit \$4,240,097

### Option B

#### USING BLENDED POPULATION GROWTH DATA FOR ARCATA AND UNINCORPERATED AREAS

POP. CHANGE OF ARCATA 2.42 x 50.1% of District Population = 1.212

POP. CHANGE OF UNINCORPERATED -0.29 x 49.9% of District Population = -0.144  
(May 2022 Annual Price and Population Letter - Dept. of Finance)

WEIGHTED AVERAGE POPULATION CHANGE OF DISTRICT = 1.069

CONVERTED TO A FACTOR = **1.01**

PER CAPITA FACTOR **1.076** X POPULATION FACTOR **1.01** = ADJUSTMENT FACTOR **1.087**

#### CALCULATION

FY 21-22 LIMIT FOR AFPD \$3,951,628 X ADJUSTMENT FACTOR **1.087** = FY 22-23 Appropriations Limit \$4,295,419

## 2022-23 APPROPRIATIONS LIMIT \$4,295,419

**Resolution Number: 22-264**

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS ADOPTING THE APPROPRIATIONS LIMIT  
FOR THE FISCAL YEAR 2022-23**

**WHEREAS**, Article XIII B of the Constitution of the State of California as proposed by the Initiative Measure approved by the people at the special statewide election held on November 6, 1979, provides that the total annual appropriations limit of such entity for the prior year adjusted for changes in the cost of living and population except as otherwise specifically provided for in said Articles; and

**WHEREAS**, the State Legislature added Division 9 (commencing with Section 7900) to Title I of the Government Code of the State of California to implement Article XIII B of the California Constitution; and

**WHEREAS**, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or a noticed special meeting and that fifteen days prior to such meeting, documentation used in the determination of the appropriations limit shall be available to the public; and

**WHEREAS**, Section 7902(a) of the Government Code sets forth the method for determining the appropriations limit for each local jurisdiction; and

**WHEREAS**, the qualified voters of the District passed and adopted an Ordinance (Measure F) increasing in the special tax previously levied by the District and further approved, to the extent the additional proceeds from the special tax are in excess of the appropriations limit for the District, as calculated in accordance with the provisions of Article XIII B of the California Constitution and applicable statutory provisions, an increase in the District's spending limit in an amount equal to the revenue derived from the special tax;

**WHEREAS**, the Board of Directors of the Arcata Fire Protection District wishes to establish the appropriations limit for Fiscal Year 2022-23 based on the change in California per capita income as the cost of living adjustment factor and the annual population change for the County of Humboldt as the population adjustment factor, subject to being increased in accordance with Section 7 of Ordinance No. 20-20 (Measure F) to the extent the additional revenues from the special tax exceed the appropriations limit for Fiscal Year 2022-23.

**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors hereby establishes the fiscal year 2022-23 appropriations limit at \$4,295,419. As detailed in the attached Exhibit A, which is hereby made a part 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:  
Nays:  
Abstain:  
Absent:

**DATED:** June 14, 2022

Signed:

---

Randy Mendosa, President

Attest:

---

Becky Schuette, Board Clerk/Secretary

# Exhibit A

## ARTICLE XIII(B) APPROPRIATION OF PROCEEDS OF TAX LIMITATION DETERMINATION 2022-23 WORKSHEET

### DETERMINATION OF PERMITTED GROWTH RATE IN APPROPRIATIONS 2022-23

Price Factor (Per Capita Personal Income) = May 2022 Annual Price and Population Letter - Dept. of Finance				7.55
		CONVERTED TO A FACTOR	=	1.076
POP. CHANGE OF ARCATA	2.42	x	50.1% of District Population	= 1.212
POP. CHANGE OF UNINCORPERATED	-0.29	x	49.9% of District Population	= -0.144
May 2022 Annual Price and Population Letter - Dept. of Finance				
WEIGHTED AVERAGE POPULATION CHANGE OF DISTRIC				= 1.069
		CONVERTED TO A FACTOR	=	1.01

PER CAPITA FACTOR		POPULATION FACTOR		ADJUSTMENT FACTOR
1.076	X	1.01	=	1.087

### CALCULATION

2021-22	Appropriation Limit	\$3,951,628
2022-23	Adjustment Factor	x 1.087
2022-23	Appropriation Limit	\$4,295,419

**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Adoption of Resolution 22-265 Setting the Rate Per Unit At \$22.00 for the 2006 Benefit Assessment For Fiscal Year 2022-23

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**DISCUSSION:**

Each June, the District must establish the tax rate per unit of benefit for the District's 2006 Benefit Assessment. The property owners approved the benefit assessment in 2006 and the District codified as Ordinance No. 06-12 to charge a special tax not to exceed \$22.00 per unit. The annual resolution is needed to allow the Auditor-Controller's Office to apply the Special Tax on the annual property tax roll.

**RECOMMENDATION:**

Staff recommends the Board consider the information provided and approve Resolution 22-265 setting the tax rate at \$22.00 per unit for the 2006 Benefit Assessment for fiscal year 2022-23.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

Attachment 1- Resolution 22-265



## Resolution Number: 22-265

### A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS SETTING THE RATE PER UNIT FOR THE 2006 BENEFIT ASSESSMENT FOR FISCAL YEAR 2022-23 FOR THE ARCATA FIRE PROTECTION DISTRICT

**WHEREAS**, the Arcata Fire Protection District is the fire protection district organized and operated under the laws of the State of California; and

**WHEREAS**, the District has established, that after planning for personnel, maintenance and operating costs, a financial deficit due to the revenue shortfall brought by the revenues lost by the effect of Proposition 218; and

**WHEREAS**; the property owners of the District passed a Benefit Assessment by mail out ballot on July 25, 2006, for fire protection and prevention services to replace, but not increase, the revenues lost by the effect of Proposition 218; and

**WHEREAS**, the loss of any major revenue in the fiscal year 2022-23 would reduce the level of services provided to the citizens of the District to an unsafe level, and will cause unacceptable response time, due to limited personnel available to respond from the full-time career and volunteer force; and

**WHEREAS**, this Benefit Assessment directly funds the cost of staffing and operation of one of the District's three stations, and the annual payment on the fire apparatus loan; and

**WHEREAS**, Ordinance No. 06-12 adopted by the Board of Directors of the Arcata Fire Protection District states in Section 5 that each unit of benefit shall not exceed \$22.00 per year; and

**WHEREAS**, the Board of Directors of the Arcata Fire Protection District must submit a new resolution each year to the County of Humboldt Auditors-Controller's Office stating the actual rate per unit for the benefit assessment.

**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors, in accordance with the above referenced Ordinance, does hereby set the 2006 Benefit Assessment at a rate of \$22.00 per unit for the fiscal year 2022-23.

**BE IT FURTHER RESOLVED THAT** the Board of Directors, directs the Auditor-Controller of the County of Humboldt to bill special taxes on the appropriate secured roll tax bills for ad valorem property taxes for fiscal year 2022-23.

**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:** June 14, 2022

Signed:

---

Randy Mendosa, President

Attest:

---

Becky Schuette, Board Clerk/Secretary



**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Adopt Resolution 22-266 Amending the CAL-Card Credit Limits  
Adopted in Resolution 18-191

---

**DISCUSSION:**

December 7, 1992, the Board adopted Resolution 92-052 approving the opening of a Visa Business Card account for travel expenses and large purposes, **Attachment 1**.

In March 2018, the Board approved the participation in the CAL-Card Program with the Department of General Services, Procurement Division (DGS PD), **Attachment 2**. US Bank National Association supports the State of California Purchase Card (CAL-Card) Program through a cooperative agreement with DGS PD.

The program has been operating with no problems since its approval, however, administrative operations have changed slightly. The initial resolution authorized a credit limit of \$1000 for the Business Manager and the Fire Captains. However, with the increased use of on-line bill pay and autopayment for many of the District's business functions, the \$1000 limit has become too low. This requires the Business Manager to seek out a Chief Officer to obtain their credit card to use for occasional transactions. Additionally, there have been rare occasions in which Fire Captains as part of an out-of-town assignment, have had to spend a large amount on an emergency purchase, (engine tire replacement) resulting in the need for exceeding the credit limit.

One benefit to the CAL-Card is that the on-line US Bank portal allows for the Program Administrator to increase or decrease the credit limit on cards, quite quickly or as needed.

The request from staff for this item is two-fold. The first is to authorize an increase in the credit limit cap for the Business Manager from \$1,000 to \$3,000. Additionally, the authorization should include the ability to temporarily increase the limits on the Business Manager and Fire Captains credit cards, with a "not to exceed \$5,000" cap, in the event of unplanned expenses.

**RECOMMENDATION:**

Staff recommends the Board consider the information provided and adopt Resolution 22-266 amending the CAL-Card credit limits adopted in Resolution 18-191 as follows:

1. The Business Manager limit will be increased from \$1,000 to \$3,000, not to exceed \$5,000
2. The Fire Captains will keep the \$1,000 regular limit, with a not to exceed \$5,000 cap in the event of an emergency or unplanned expense

Both of which can be done quickly and needed by the CAL-Card/US Bank Program Administrator.

**FINANCIAL IMPACT:**

- No Fiscal Impact/Not Applicable  
 Included in Budget:

- Additional Appropriation Requested:
- Unknown/Not Yet Identified

**ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

- Attachment 1 – Resolution 92-052
- Attachment 2 – Resolution 18-191
- Attachment 3 – Resolution 22-266

# Arcata Fire Protection District

## RESOLUTION 92-052

A RESOLUTION TO AUTHORIZE  
OPENING A BUSINESS VISA CARD

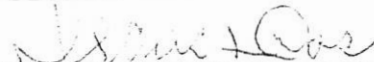
**BE IT RESOLVED** that the Board of Directors of the Arcata Fire Protection District have authorized the opening of a Business Visa Card through Coast Central Credit Union with a total maximum credit limit of \$4,000. This Visa card is to be used for travel expenses and purchase of large items locally where the District does not currently have an account. The only employees that have authorization to use this card are as follows:

Ordell Murphy, Chief  
Frank Toste, Asst. Chief  
Jere Buck, Asst. Chief  
John Davis, Captain

This resolution was passed and approved this 7th day of December 1992, by the following vote of the governing body:

		AYE	NAY	ABSENT
BOARD CHAIRMAN:	ISAAC DIAS	<u>  x  </u>	___	___
BOARD SECRETARY:	WILLIAM HOVER	<u>  x  </u>	___	___
BOARD MEMBER:	RUSSELL GATZKE	<u>  x  </u>	___	___
BOARD MEMBER:	LEE LAURSEN	<u>  x  </u>	___	___
BOARD MEMBER:	JAMES STILES	<u>  x  </u>	___	___

SIGNED BY:

  
\_\_\_\_\_  
ISAAC DIAS, Chairman

ATTESTED BY:

  
\_\_\_\_\_  
WILLIAM HOVER, Secretary



## Resolution Number: 18-191

### A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING THE APPLICATION TO THE CAL-CARD PROGRAM AND DESIGNATING SIGNATORIES

**WHEREAS**, pursuant to Resolution 92-052 the Board of Directors of the Arcata Fire District initially approved opening a Visa Business Card account for travel expenses and large purchases; and

**WHEREAS**, following the denial by Chase Ink for their purchasing program, the Arcata Fire District staff continued to seek reasonable options for a new purchasing card; and

**WHEREAS**, the Department of General Services, Procurement Division (DGS PD) entered into a Participating Addendum (Cooperative Agreement) with U.S. Bank National Association for purchase card services to support the State of California Purchase Card (CAL-Card) Program; and

**WHEREAS**, the credit limit for Chief Officers is set to \$5,000 and for Captains and the Business Manager, set at \$1,000; and

**WHEREAS**, authorized users and credit limits will remain unchanged if approved for the CAL-Card program; and

**WHEREAS**, the Board of Directors will continue to be required for approval of changes to eligible classifications and credit limit changes, and

**WHEREAS**, a designated Authorized Person and two attestation signatories is required through the application process with US Bank.

**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors hereby approve the following:

1. Approval of the Request to Participate in the CAL-Card Program.
2. Designation for the Fire Chief, Justin McDonald, as the Authorized Person for the Arcata Fire District Local Agency Subscription Agreement.
3. Authorize the Board Clerk/Secretary, Becky Schuette, to attest to the authority of Chief McDonald as the Authorized Person, designated by the Board of Directors.
4. Authorization for the Board President, Rene Campbell, to sign in attestation of the Board Clerk/Secretary's authority and signature.

**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, Davis, Mendosa, Sundberg and Campbell

Nays: None

Abstain: None

Absent: None

**DATED:** March 20, 2018

Signed:

  
\_\_\_\_\_  
Rene Campbell, President

Attest:

  
\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary



## Resolution Number: 22-266

### A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AMENDING THE CAL-CARD CREDIT LIMITS ADOPTED IN RESOLUTION 18-191

**WHEREAS**, December 7, 1992, the Board adopted Resolution 92-052 approving the opening of a Visa Business Card account for travel expenses and large purchases; and

**WHEREAS**, March 20, 2018, the Board of Directors for the Arcata Fire Protection District approved Resolution 18-191, approving participation in the CAL-Card Program with the Department of General Services, Procurement Division; and

**WHEREAS**, Resolution 18-191 assigned credit limits to designated classifications for Chief Officers of \$5,000 and the Business Manager and Fire Captains \$1,000; and

**WHEREAS**, over the past several years business operations and accounts payable functions have changed resulting in an increase in the need and use of the credit card for purchasing and bill-pay by the Business Manager; and

**WHEREAS**, on rare occasions, Fire Captains may need to exceed the purchase limit due to unplanned or emergency expenses; and

**WHEREAS**, the CAL-Card/US Bank on-line portal has a flexibility function to immediately increase and decrease credit limits in the event of emergency or unplanned expenditures.

**NOW THEREFORE, BE IT RESOLVED THAT** the Arcata Fire Protection District Board of Directors hereby amend Resolution 18-191 by adoption of Resolution 22-266 updating:

1. The Business Manager credit limit will increase from \$1,000 to \$3,000, and a "not to exceed \$5,000" clause added.
2. The Fire Captains will have a "not to exceed \$5,000" clause added to the current \$1,000 credit limit.

**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:** June 14, 2022

Signed:

\_\_\_\_\_  
Randy Mendosa, President

Attest:

\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary



**Resolution Number: 22-267**

**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:** June 14, 2022

Signed:

\_\_\_\_\_  
Randy Mendosa, President

Attest:

\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary

## Exhibit A

### Documents for Destruction Pursuant to Policy

The following documents have been approved for destruction or purging in accordance with District Policy. The documents are expired, outdated, or superseded contracts or agreements and the list below are vendors or agencies with whom business was or may still be conducted.

The District has may continue to have active contracts or agreements with the names listed, and, only those that meet the threshold for destruction were removed from files.

AirMedCare Network/CalORE/REACH/CALSTAR	Expired annual contracts
American Heart Association	Letter of Agreement
Blue Lake Casino	Contractual Fire Protection Services
Blue Lake Fire Protection District	Automatic Mutual Aid Response
California Redwood - Brainard Property	Emergency Response Services
City of Eureka - Eureka Fire	Automatic Mutual Aid Response
Civil Defense & Disaster Relief County of Humboldt	Mutual Aid Agreement
County of Humboldt Sheriff's Department	Search and Rescue MOU
Fairhaven Fire Protection District	Contractual Fire Protection Aid
Fieldbrook Fire Protection District	Automatic Mutual Aid Response
Green Diamond Resource Company	Expired Master Land Use Permit
Greenway Partners	Expired Contracts and Agreements
Humboldt Bay Fire	Automatic Mutual Aid Response
Humboldt County Office of Education (HROP)	Memorandum of Understanding
Humboldt Fire District No. 1	Technical Rescue Team Agreement
Humboldt Termite and Pest Control	Service Agreement
Jackson & Eklund	Engagement Letters
Lexipol	Terms & Conditions
Liebert Cassidy Whitmore	Agreement for Special Services
Marilyn Busch Realty & Property Mgmt/Robert Busch	Lease Agreement 905 6th Street
McKinleyville Community Services District	Memorandum of Understanding
National Hose Testing Specialties, Inc.	Ground Ladder & Hose Testing Agreements
Occumed	Service Agreement
Royal Scotsman Auction & Appraisal	Contract for Services
Samoa Peninsula Fire Protection District	Automatic Mutual Aid Response
Sequoia Personnel Services	Terms of Engagement
Shanell Beyzade	Lease/Rental Agreement 1525 School Road
Shred Tec LLC	Document Destruction Agreement
State Street Global Advisors	Expired/Outdated PERS 457 Program Docs
USDI Fish & Wildlife Service Humboldt National Wildlife Refuge	Inter-Agency Agreement



**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Sean Campbell, Assistant Chief  
**Subject:** Authorize the Contract Agreement for Repairs to the Mad River Fire Station

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**DISCUSSION:**

As indicated in the District's *Fire Station Long-Term Capital Improvement and Maintenance Plan* the Mad River Fire Station is scheduled to be painted in 2022. The District is working with local vendors to obtain quotes for this work.

During site visits with a paint vendor, staff found dry rot damage in a beam and the roof deck, at the Mad River Station. Staff also found dry rot in the siding and trim of the utility shed that is also scheduled for paint. The dry rot must be repaired prior to scheduling the prep/paint work. The repairs must be completed before the end of June in order to secure a paint time this Summer.

A Request for Quote was sent out to vendors but only one vendor was responsive. Pierson Company completed a site visit and submitted a quote to complete the repairs to the roof and shed siding. The total cost to repair the dry rot is \$14,832.00. The work must be completed at prevailing wage, which is the primary reason for the high cost, to complete the work. If the Board chooses to complete the repairs, the attached *Standard Short Form Agreement Between Owner and Constructor* must be approved by the board and the Fire Chief must sign the contract with Pierson Company.

**RECOMMENDATION:**

Staff recommends the Board approve the contract and repairs by Pierson Company and authorize the Fire Chief to sign and return the contract.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

1. Defer the repairs, which will defer the plan to pain the fire station.

**ATTACHMENTS:**

Attachment 1 – Standard Short Form Agreement Between Owner and Constructor: Job Number 22-330

ConsensusDocs® 205

**STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND  
CONSTRUCTOR  
(Lump Sum Price)**

Job Number: 22-330

This Agreement is made this 24th day of May, 2022, by and between

OWNER,           Arcata Fire District  
                    2149 Central Avenue  
                    McKinleyville, CA 95519  
                    707-825-2000  
                    scampbell@arcatafire.org

and

CONSTRUCTOR,   Pierson Company  
                    1200 W Harris Street  
                    Eureka, CA 95503  
                    707-268-1800  
                    holly.s@piersoncompany.com

Tax identification number (TIN) 68-0444000. Contractor License No., if applicable 265024

Owner and Constructor are collectively the "Parties."

PROJECT:        Mad River Fire Station Repairs  
                    3235 Janes Road  
                    Arcata, CA 95521

Design Professional: N/A

**ARTICLE 1 THE WORK**

THE WORK Constructor shall use its diligent efforts to perform the "Work," as described in Exhibit A, in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

**ARTICLE 2 PRICE**

PRICE As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum price of Eight Thousand Eight Hundred Seventy-Two dollars (\$8,872.00) for Mad River Fire Station Repair. Add Alternate for the Shed is Five Thousand Nine Hundred Sixty Dollars (\$5,960.00) **For a total contract price of Fourteen Thousand Eight Hundred Thirty Two Dollars (\$14,832.00)** The lump sum price, "Contract Price," is subject to adjustment as provided in this Agreement.

**ARTICLE 3 EXHIBITS**



- (a) Exhibit A: The Scope of Work, 1 page.
- (b) Exhibit B: Existing Contract Documents. *Not Used*
- (c) Exhibit C: Progress Schedule, [\_\_\_\_] pages. *Not Used*
- (d) Exhibit D: Alternates and Unit Prices, [\_\_\_\_] pages. *Not Used*

#### ARTICLE 4 ETHICS

ETHICS Each Party shall perform their obligations with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts that arise; and (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, suppliers, or others to secure preferential treatment.

#### ARTICLE 5 CONSTRUCTOR'S RESPONSIBILITIES

5.1 CONSTRUCTOR'S RESPONSIBILITIES Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

5.1.1 Except for permits and fees that are the responsibility of Owner pursuant to this Agreement, Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.1.2 Constructor shall pay all applicable taxes for the Work provided by Constructor.

5.1.3 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.1.4 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.

5.1.5 COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

##### 5.1.6 WARRANTY

5.1.6.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.



5.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.1.7 SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

5.1.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

5.1.9 MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.1.10 SUBMITTALS Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required by §6.1.5. Constructor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Constructor shall prepare and deliver its submittals to Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Owner nor Design Professional shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

5.1.11 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the



Contract Documents, or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

**5.1.12 CUTTING, FITTING, AND PATCHING** Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

**5.1.13 CLEANING UP** Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

## **ARTICLE 6 OWNER'S RESPONSIBILITIES**

**6.1 OWNER'S RESPONSIBILITIES** Any information or services to be provided by Owner shall be provided in a timely manner.

**6.1.1 FINANCIAL INFORMATION** Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.

**6.1.2 WORKSITE INFORMATION** To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

**6.1.2.1** information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations;

**6.1.2.2** tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

**6.1.2.3** the limits of Pollution Liability Insurance covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

**6.1.3 MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.



**6.1.4 BUILDING PERMIT, FEES, AND APPROVALS** Except for those required of Constructor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

**6.1.5 DOCUMENTS IN ELECTRONIC FORM** If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum.

## **ARTICLE 7 SUBCONTRACTS**

**SUBCONTRACTS** Constructor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and supplier's portions of the Work.

## **ARTICLE 8 CONTRACT TIME**

**8.1 DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date on page one, unless otherwise set forth below: within 10 days of execution of contract.

**8.2 TIME** Substantial Completion of the Work shall be achieved in Fourteen calendar days (14) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within [\_\_\_\_] ([\_\_\_\_]) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time is of the essence for obligations of the Contract Documents.

## **ARTICLE 9 SCHEDULE OF THE WORK**

**9.1 SCHEDULE OF THE WORK** Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

**9.1.1** Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. If Constructor subsequently incurs costs or is delayed, Constructor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

## **ARTICLE 10 DELAYS AND EXTENSIONS OF TIME**

**10.1** If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism, (j) epidemics, (k) adverse governmental

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actions, (i) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 12.

10.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in §10.1, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 12

10.3 In the event delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to ARTICLE 17.

## ARTICLE 11 ALLOWANCES

11.1 ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Constructor reasonably objects to a supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

## ARTICLE 12 CHANGES

12.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

12.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### 12.3 INTERIM DIRECTIVES

12.3.1 Owner may issue a written Interim Directive directing a change in the Work before agreeing on an adjustment to the Contract Price or the Contract Time, or directing Constructor to perform Work that Owner believes is not a change.

12.3.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Constructor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 19.



12.3.3 When Owner and Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.

#### 12.4 COST OR CREDIT DETERMINATION

12.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

- (a) unit prices set forth in this Agreement or as subsequently agreed;
- (b) a mutually accepted, itemized lump sum; or
- (c) costs calculated on a basis agreed upon by Owner and Constructor plus Seven Percent (7%) overhead and Thirteen Percent (13%) profit.

12.4.1.1 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.

12.5 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

### ARTICLE 13 PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Constructor shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the 25th day of the calendar month for the preceding calendar month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than fifteen (15) Days after Constructor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to §13.3.

13.3 RETAINAGE From each progress payment made before Substantial Completion Owner may retain five percent (5 %) of the amount otherwise due after deduction of any amounts as provided in §13.4. After the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Constructor the full amount due on subsequent progress payments.

13.4 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may





reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:

13.4.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others retained by Owner to whom Owner may be liable;

13.4.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

13.4.4 rejected or Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.4.7 uninsured third-party claims involving Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

**13.5 PAYMENT DELAY** If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time.

**13.6 SUBSTANTIAL COMPLETION** When Substantial Completion of the Work or a designated portion thereof is achieved, Constructor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Constructor to Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Owner of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Constructor as necessary to achieve final completion. Uncompleted items shall be completed by



Constructor in a mutually agreed timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

**13.7 FINAL COMPLETION** When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

**13.7.1** Final payment of the balance of the Contract Price shall be made to Constructor within fifteen (15) Days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:

- (a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety, if applicable; and
- (e) any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.

**13.8** Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

**13.9 LATE PAYMENT** Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 14 INDEMNITY**

**14.1** To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees and Design Professional (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under §15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

**14.2** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, or members, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under §15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or others retained by Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.



14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

## ARTICLE 15 INSURANCE

15.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

(a) .

15.1.1 Business Automobile Liability Insurance \$1 million per accident.

15.1.2 CGL Insurance:

- (a) \$1 million per occurrence;
- (b) \$2 million general aggregate;
- (c) \$2 million products/completed operations aggregate;
- (d) \$1 million personal and advertising injury limit.

15.2 Employers' Liability, Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Constructor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement. To the extent commercially available to Constructor from its current insurance company, insurance policies required under §15.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

15.3 PROPERTY INSURANCE Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, INCLUDING EXISTING STRUCTURES. This insurance shall also: include coverage for: (a) Constructor, subcontractors, subsubcontractors, suppliers, and Design Professional as their interests may appear: (b) be written in such form as to cover all risks of physical loss



except those specifically excluded by the policy; and (c) insure at least against and not exclude: (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment; (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and (f) physical loss resulting from terrorism.

15.3.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §15.3.

15.3.2 If the Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §15.3, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §15.3. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

15.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

15.3.4 To the extent of the limits of Constructor's CGL specified in §15.1 or N/A dollars (\$N/A), whichever is more, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 until the Date of Final Completion.

15.3.6 POLLUTION LIABILITY INSURANCE Constructor is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered. If applicable: in the following amounts: [ ] per occurrence, and shall apply for [ ] year(s) after Final Completion.

15.4 ADDITIONAL LIABILITY COVERAGE Owner shall/ shall not require Constructor to purchase and maintain liability coverage. If required, Constructor shall provide:



15.4.1  ADDITIONAL INSURED. Owner shall be named as an additional insured on Constructor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance of the Constructor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

15.4.2  OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL insurance specified, or limits as otherwise required by Owner. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly, or the costs may be reimbursed by Owner to Constructor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Before commencing the Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

#### ARTICLE 16 BONDS

16.1 Performance and Payment Bonds are/ are not required of Constructor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

#### ARTICLE 17 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

17.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The following items of damages are excluded from this mutual waiver: [\_\_\_\_]. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

#### ARTICLE 18 NOTICE TO CURE AND TERMINATION

18.1 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails to commence and to continue satisfactory correction of such default with diligence and promptness within seven (7) days after written notification, then Owner shall give Constructor a second written notice to correct the default within a three (3) business Day period. If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Constructor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.



**18.2 TERMINATION BY OWNER** Upon expiration of the second notice for default period pursuant to §18.1, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

18.2.1 Owner shall make reasonable efforts to mitigate damages arising from Constructor default and shall promptly invoice Constructor for all amounts due.

**18.3 TERMINATION BY CONSTRUCTOR** Seven (7) Days after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available.

18.3.1 In addition, upon seven (7) Days' written notice to Owner, and an opportunity to cure within three (3) Days, Constructor may terminate the Agreement if Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with §6.1.1; (b) assigns this Agreement over Constructor's reasonable objection; (c) fails to pay Constructor in accordance with this Agreement and Constructor has stopped work in compliance with applicable notice provisions; or (d) otherwise materially breaches this Agreement.

18.3.2 Upon termination by Constructor pursuant to this Agreement, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

**18.4 OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## **ARTICLE 19 DISPUTE MITIGATION AND RESOLUTION**

**19.1 CLAIMS FOR ADDITIONAL COST OR TIME** Except as provided in §10.3 and §10.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

**19.2 WORK CONTINUANCE AND PAYMENT** Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

**19.3 DIRECT SETTLEMENT DISCUSSIONS** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) Business Days, the Parties' representatives, who shall possess the necessary authority to resolve such



matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

19.4 MEDIATION Disputes between Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

19.5 BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

**ARBITRATION** The Parties choose binding arbitration decided by arbitrator in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. Arbitration will be used for any claim or dispute related to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

**LITIGATION** Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is the default and not arbitration.

19.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

19.5.2 VENUE The Project location shall serve as the venue.

19.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

## ARTICLE 20 MISCELLANEOUS

20.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

20.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.



20.3 GOVERNING LAW The law in effect at the location of the Project shall govern.

20.4 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

20.5 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Arcata Fire Department

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONSTRUCTOR: Pierson Company

BY:  NAME: Greg Pierson TITLE: President

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF DOCUMENT.

Ⓢ





## EXHIBIT A

### Scope of Work

**Mad River Fire Station Repair = \$8,872.00**

**Add Alternate for the Shed = \$5,960.00** (If this is accepted, it must be included, and scope performed at the same time as the above.

Description
Demo/remove rolled roofing on 5x9 ft repair area. Roofing debris.
Demo/ dry-rot water damaged decking. Wood decking debris.
4x8 ft sheet @rollup door area & toward side overhang.
Source, cut, prime, attach decking one 4x8 ft 1"1/8 T&G @ \$98
Source & paint underside of new roof deck repairs to match
prime/paint materials
Repair torchdown roofing, Pico install torchdown & seam seal.
(one roll torchdown 3'x33', & 2gal seam sealer)
(sika-rock glass-matt 1/4"x4x8' =\$25 ea)
(rent long-wand torch and propane)
<b>ADD ALT work below</b>
Move 8x16 shed out of corner (then back) to access siding repairs.
Remove/replace T1-11 rot damage 12in up along bottom of building.
Prime/Paint 8x16 ft shed.
Re-use the <b>green painted</b> metal drip edge and roof drain spout.

**SIDE LETTER AGREEMENT  
BETWEEN  
ARCATA FIRE PROTECTION DISTRICT  
AND  
ARCATA FIRE DISTRICT SENIOR MANAGEMENT GROUP**

This Side Letter Agreement (“Agreement”) between the Arcata Fire Protection District (“District”) and the Arcata Fire District Senior Management Group (“SMG”) (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, pursuant to Resolution No. 22-254, the Parties entered into a 2022-2024 Memorandum of Understanding regarding wages, hours, and terms and conditions of employment; and

**WHEREAS**, the District is currently conducting a search to fill one vacant and one soon to be retirement in the Assistant Chief ranks; and

**WHEREAS**, the parties believe the benefit listed in section 2(a)(4) of Article 9 – Insurance Benefits of the Memorandum of Understanding may be a hinderance in recruiting potential candidates; and

**WHEREAS**, the parties believe reducing the time limit to be eligible to receive the District provided post-retirement health care should be reduced from ten years to three.

**NOW THEREFORE, BE IT RESOLVED** that the following updated Article 9, Section 2, subsections (a)(4) and (a)(5), sets forth the Parties’ Agreement, which will supersede and run parallel to the AFD and AFDSMG Memorandum of Understanding, which continues in full force in accordance with Article 22 of the Memorandum of Understanding

ARTICLE 9: INSURANCE BENEFITS

2) District Provided Retiree Health Insurance

a) Retired employees and (in certain situations defined within this Article) eligible family members will be enrolled in PERS Gold for in-state retirees and PERS Platinum for out-of-state retirees at District expense.

(1) 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 and one of the following conditions

(2) **Represented Safety employees hired before July 1, 2008**, will be provided coverage, for the annuitant and eligible dependents, in the District provided Health Care plan after they retire in good standing from the District.

(3) **Represented Safety employees hired between July 1, 2008, and December 31, 2014**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available; however, annuitants may add eligible dependents at their own expense.

- (4) **Represented Safety employees hired between January 1, 2015, and June 30, 2022**, will be provided coverage, for the annuitant only according to the following schedule:
- (i) Less than ten (10) years of service – None
  - (ii) Ten or more years of service – 5% of the premium cost paid for each year of service provided, including the first ten years retroactively (100% at 20 years of service).
    - 1. Premiums paid until annuitant reaches age 65.
- (5) **Represented Safety employees hired on or after July 1, 2022**, will be provided coverage, for the annuitant only according to the following schedule:
- (i) Less than four (4) years of service – None
  - (ii) Four or more years of service – Will be provided coverage, for the annuitant only
    - 1. Premiums paid until annuitant reaches age 65.
    - 2. The District shall allow annuitants to add eligible dependents at their own expense
- (6) **Classic Miscellaneous employees hired on July 1, 2016**, will be provided coverage, for the annuitant only. Post-retirement dependent health care coverage is not available; however, annuitants may add eligible dependents at their own expense.
- (i) Premiums paid until annuitant reaches age 65.

- b) The District will contribute to CalPERS the minimum amount necessary to pay the cost of their enrollment in the District provided health insurance. The contribution will be equivalent to the minimum employer contribution required under Section 22892(b)(l) of the Public Employees' Medical and Hospital Care Act ("PEMHCA").
- c) Each month the District will provide each retiree enrolled in the District provided Health Care plan a non-taxable reimbursement issued in the appropriate amount, to pay for the difference between the District's minimum contribution to PERS (required under Section 22892(b)(l) of the PEMHCA) and the full cost of enrollment of the employee and their dependents, if any, enrolled in the District provided health care plan.

///

**WHEREFORE**, the Parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption of this agreement by the District Board of Directors, this date, June 14, 2022.

FOR THE DISTRICT,

FOR SENIOR MANAGEMENT GROUP,

\_\_\_\_\_  
Randy Mendosa, President

\_\_\_\_\_  
Sean Campbell, Assistant Chief

Date \_\_\_\_\_

Date 6/9/22

# Correspondence & Communications



Thank You for coming to our  
Easter Event & sharing safety  
with our Kiddos & Families!  
We hope to see you next year! ☺

From Our Two  
Feathers Team

Thank you  
Arcata  
Fire District!!!

From:

Acorns to Oaks  
Child Care

5/2022

Ophelia

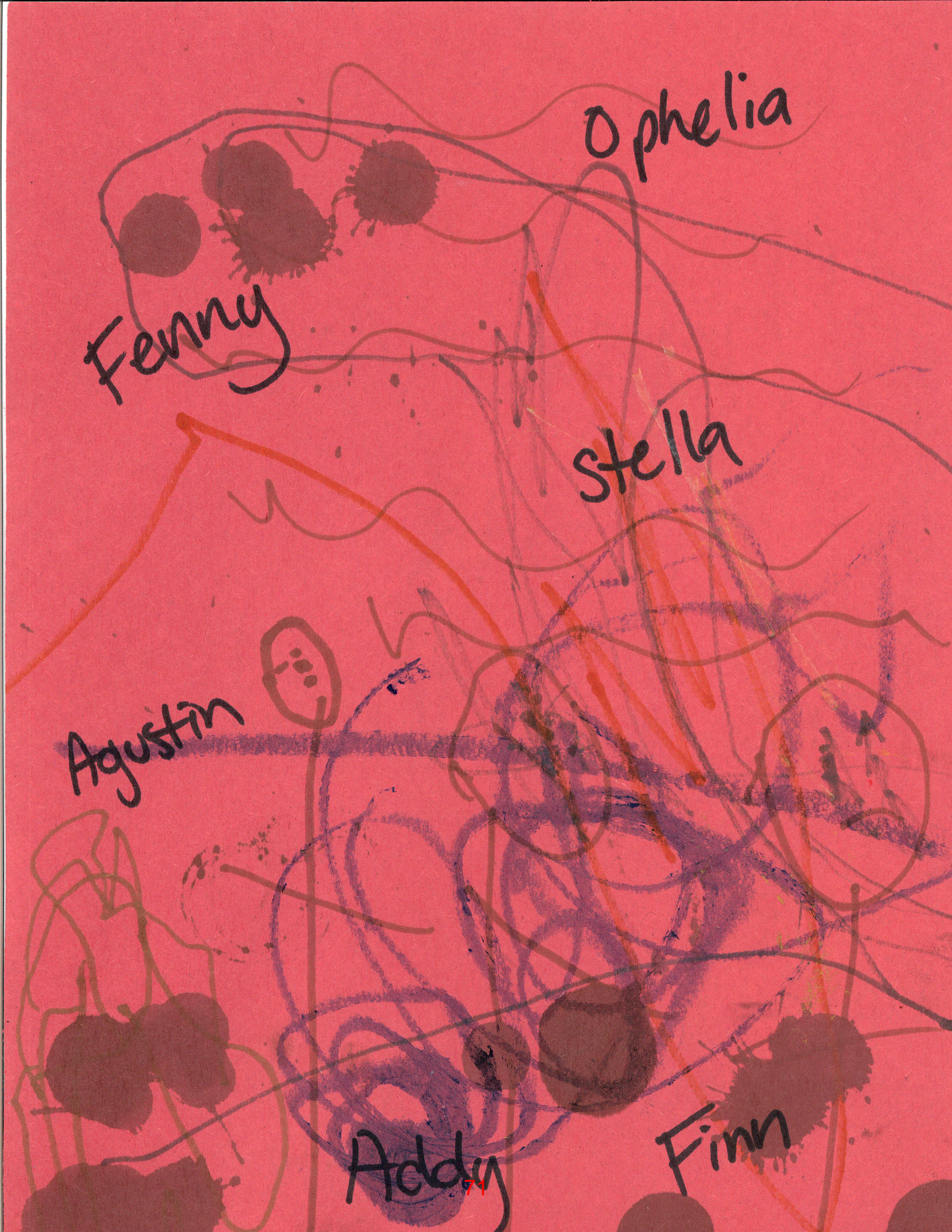
Fenny

Stella

Agustin

Addy

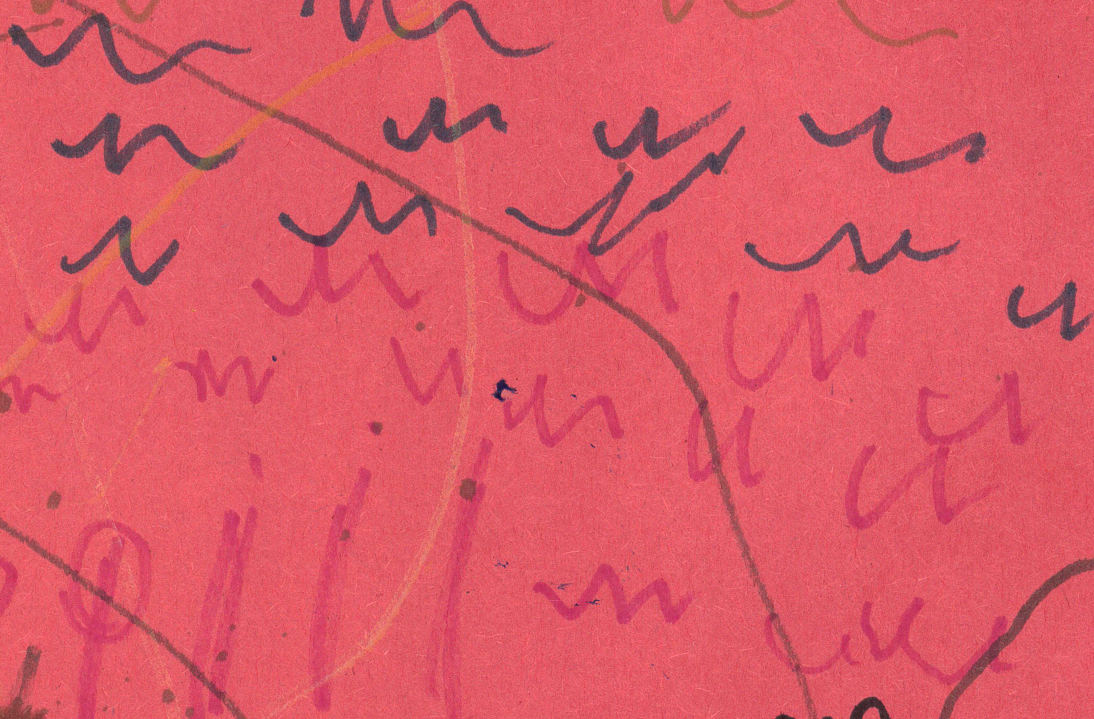
Finn



Caspian

Kemy

Robert

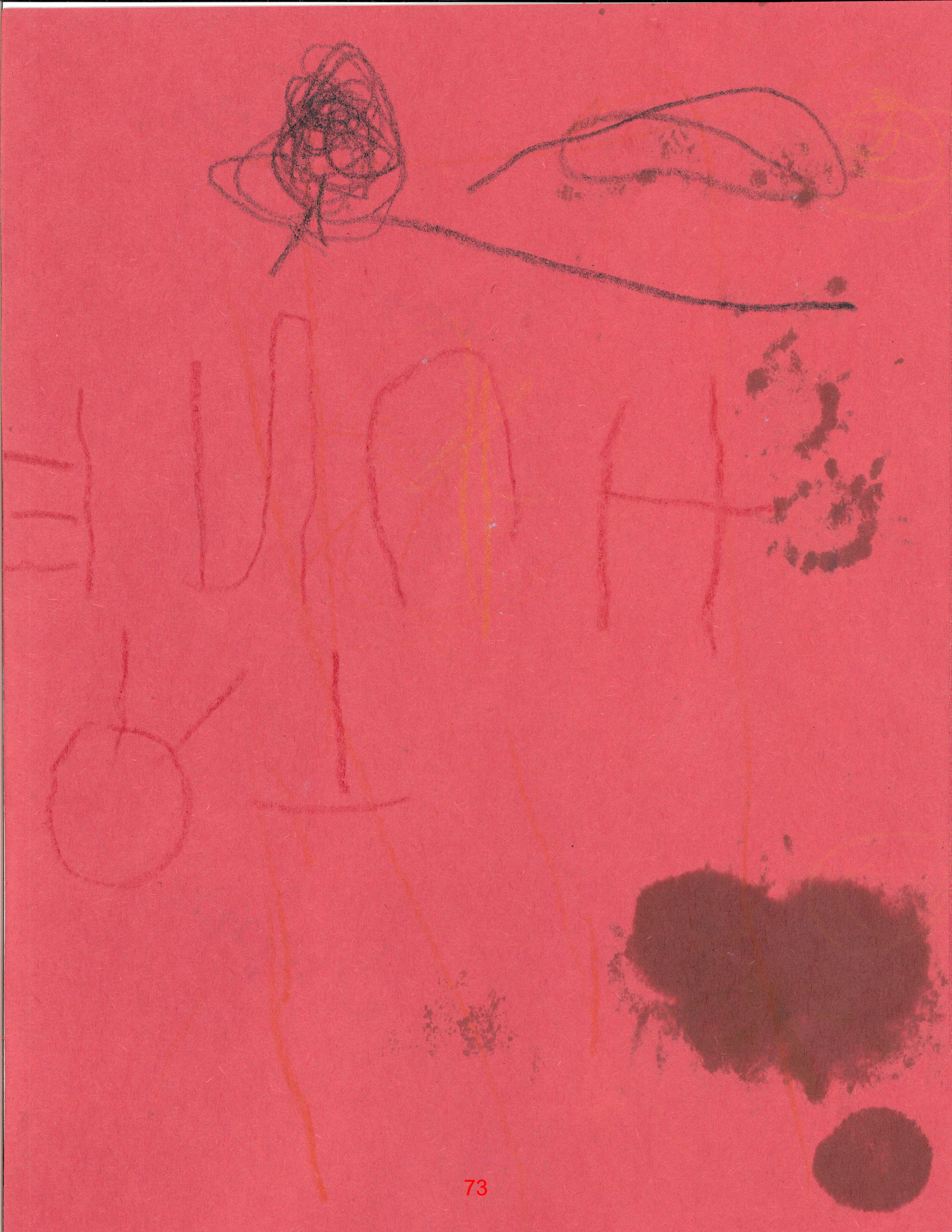


Josephine

Lily

Staff: Nina, Pana, Isa + Papa Paul





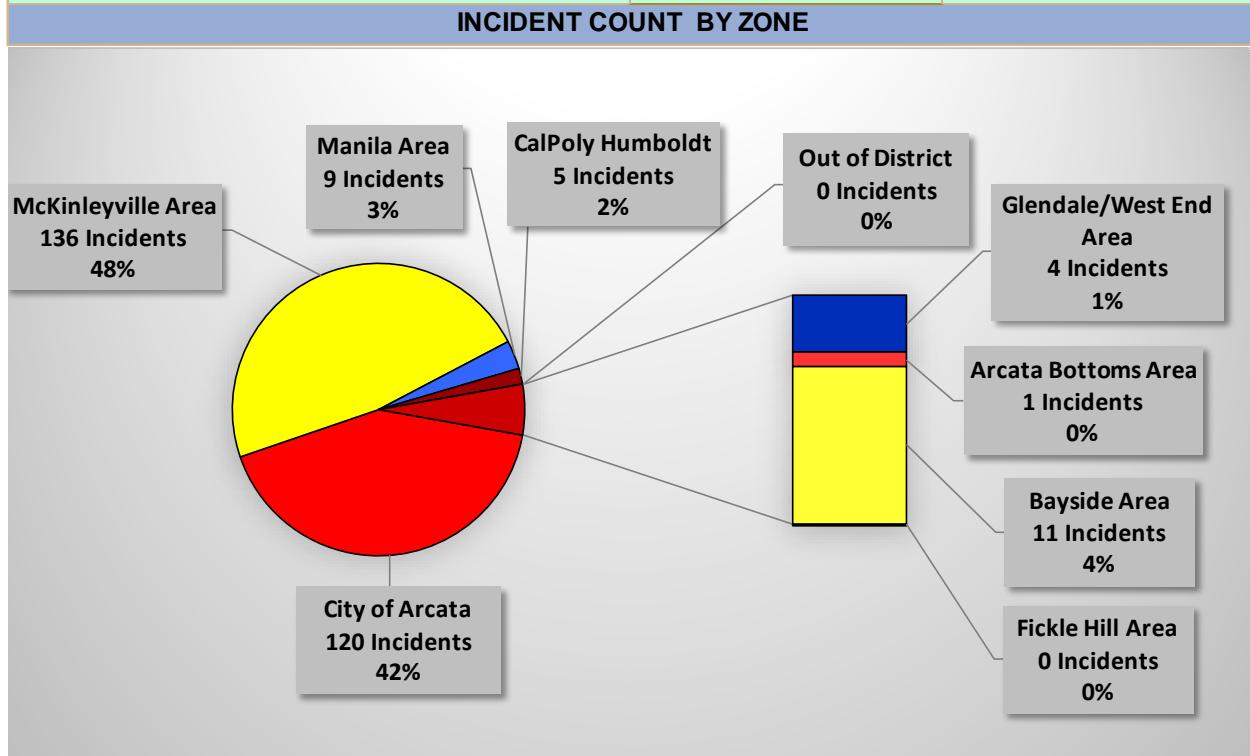
**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Fire Chief's Monthly Report

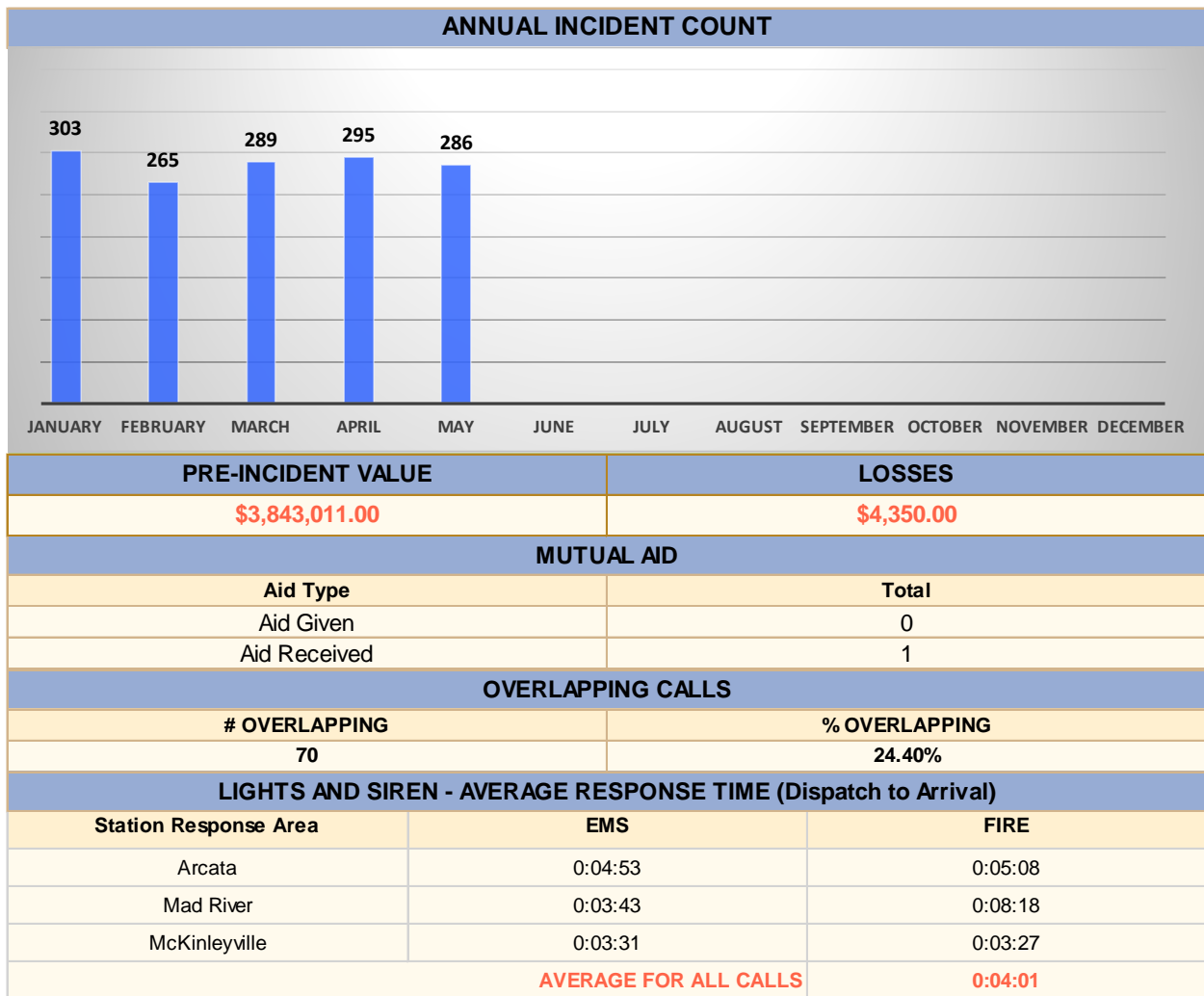
## Monthly Incident Activity

### Notable Incidents

05/02/2022 Structure Fire – 1300 Blk Beverly Drive, Arcata – A tree fell into a residence / roadway, which took down powerlines and secondarily caused a fire in another residence.

MONTHLY INCIDENT COUNT		
Fires	11	3.85%
Overpressure rupture, explosion, overheating - no fire	1	0.35%
Rescue & Emergency Medical Service	156	54.55%
Hazardous Condition (No Fire)	6	2.10%
Service Call	33	11.54%
Good Intent Call	57	19.93%
False Alarm & False Call	22	7.69%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	0	0.00%
TOTAL	286	100.00%





**Monthly Operations Report**

**May Overtime Hours** - Suppression staff covered **375** hours of mandatory OT to maintain minimum staffing levels. Out of the 31 days in the month, all three stations were staffed **0** of those days, and **18** days were at the minimum on-duty staffing (2 stations staffed with 2 on-duty).

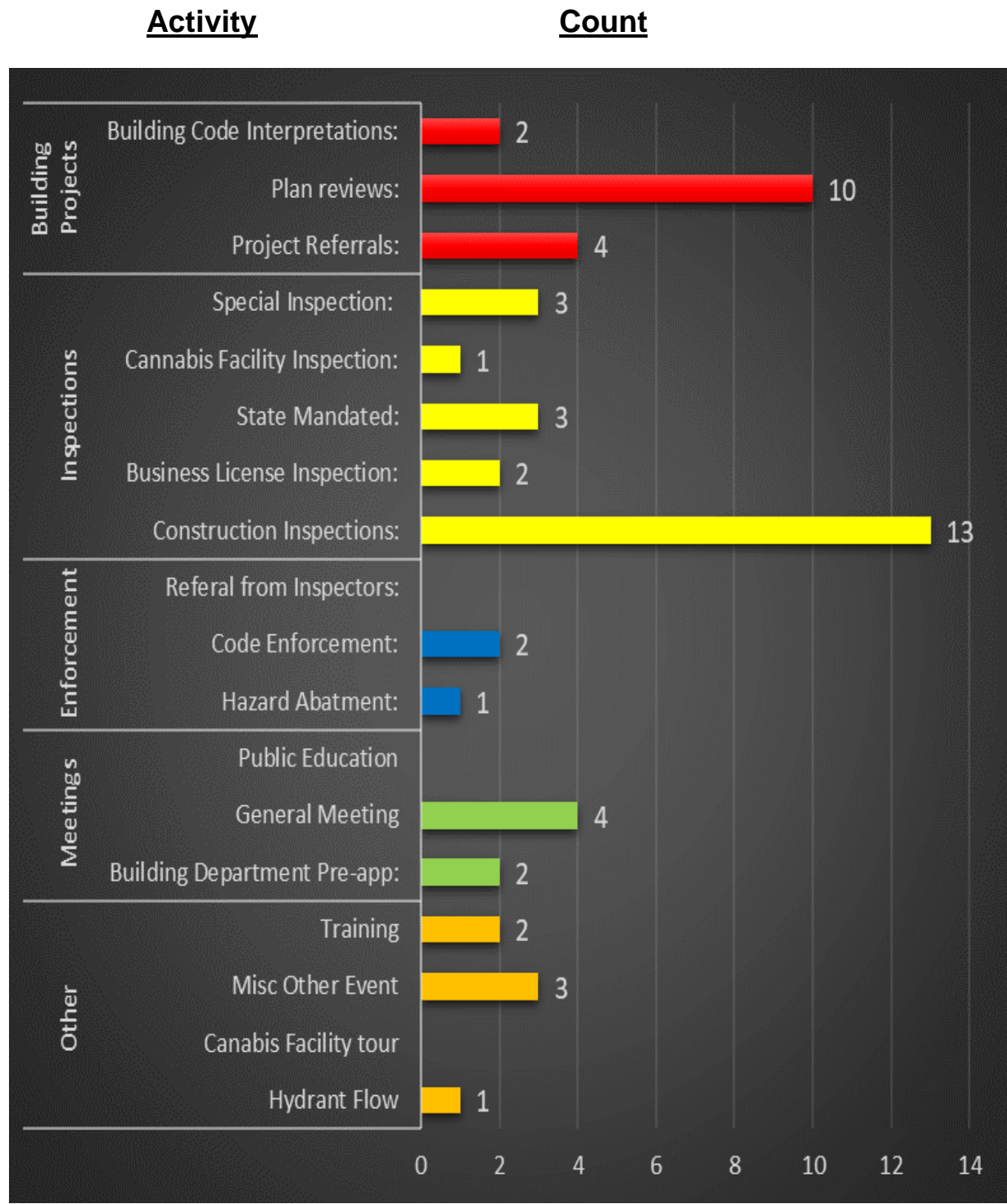
**Training Highlights – 242 hours** of training that included, annual wildland skills refresher, Driver training, Hose operations, and auto extrications.

**Apparatus and Station Maintenance and Repair Report**  
Nothing to report.

# Fire Prevention Report

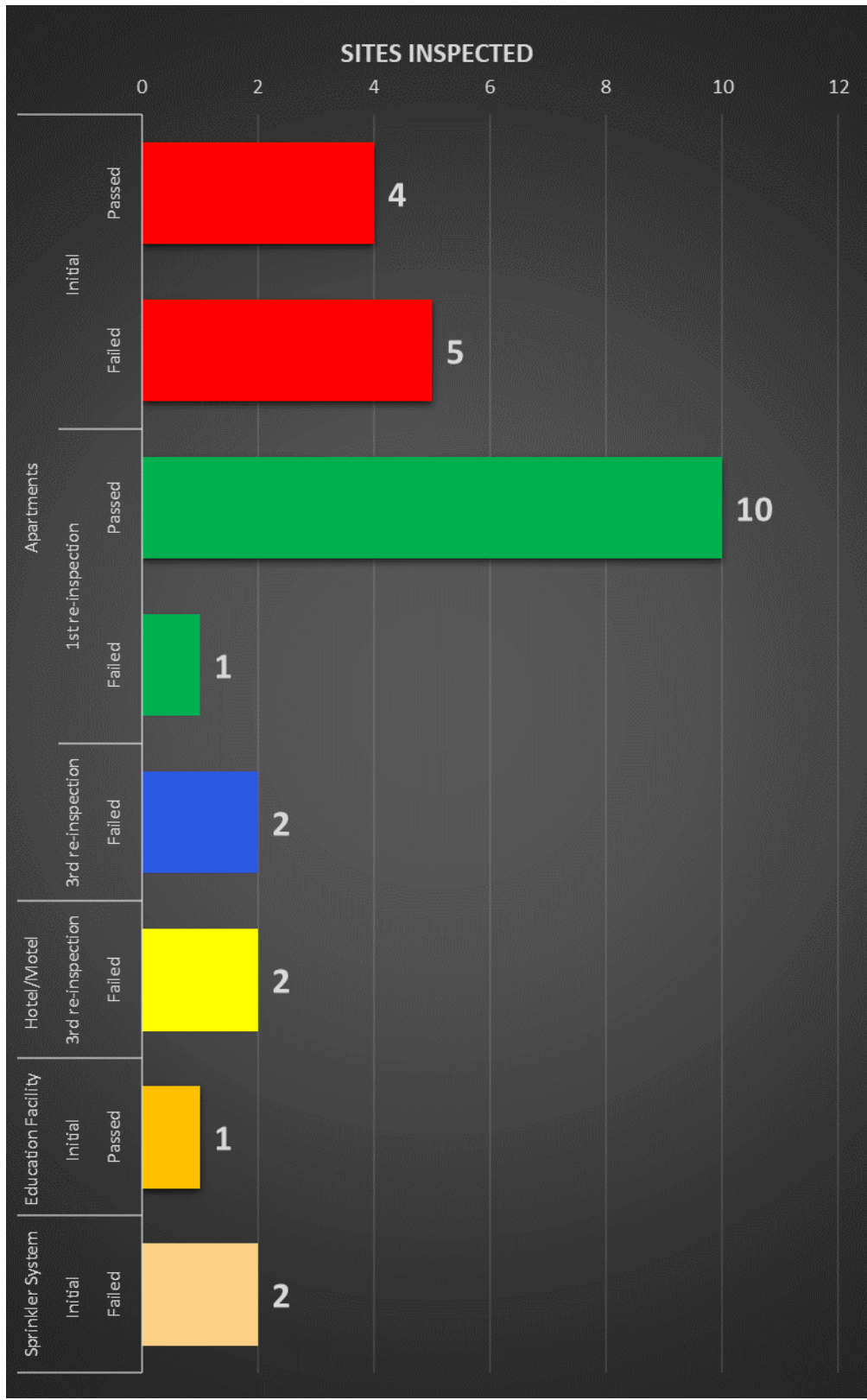
Fire Marshal position

Hours worked – 75 hours



Inspector position Hours Worked – 87.75 hours

Activity Count



## Monthly Administrative Report

**Assistant Chief & Fire Captain Recruitment** – As of the time of this report, there are three qualified candidates for the AC position and seven qualified candidates for Captain. CPSHR is set to conduct first round interviews on the week of July 10<sup>th</sup> for both positions.

**Redwood Coast Energy Authority (RCEA)** – See the executive summary attached to this report. This topic will be scheduled for a discussion and possible action at the July 2022 Board Meeting.

**Annexation** – Nothing new to report.

### Revenue Recovery

	Last Month		All Year	
<b>Insurance Claims</b>				
Claims Submitted	3	\$1,092.00	24	\$10,002.00
Payments Received by FRUSA	3	\$1,044.00	13	\$4,340.16
Claims Denied	0	\$0.00	1	\$348.00
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	2	-	15	-

### Inspection Fees Paid

Payments last month

**\$2,707.51** (17) Invoices

Payments this year

**\$17,767.53** (115) Invoices

Payments last year

**\$41,689.25** (261) Invoices

Billing Status	Count	FD Amount
Open -30	8	\$1,277.00
Open -60	2	\$270.50
Open -90	1	\$139.00
Open -90+	3	\$417.01
Sent to collections	16	\$2,408.88
<i>Accounts Receivable</i>		<b>\$4,512.39</b>



# REDWOOD COAST Energy Authority

County of Humboldt • Arcata • Blue Lake • Eureka • Ferndale • Fortuna • Rio Dell • Trinidad • Humboldt Bay Municipal Water District

To: Justin McDonald, Fire Chief, Arcata Fire Protection District  
Ed Laidlaw, Fire Marshal, Arcata Fire Protection District

From: Mike Avcollie, Project Manager, Redwood Coast Energy Authority

Date: May 25, 2022

Subject: Solar Feasibility Report for Arcata Fire Protection District

Dear Justin and Ed,

Redwood Coast Energy Authority (RCEA) would like to thank you for your participation in RCEA's Local Government Partnership Program (LGP). As part of our work with Arcata Fire Protection District (AFPD), RCEA performed an analysis of the energy consumption, efficiency opportunities, and solar photovoltaic installation opportunities at three locations controlled by AFPD: Central Station, Mad River Station, and the Arcata Station. All three projects would provide economic and environmental benefits to AFPD. RCEA believes that all three projects could qualify for the California Energy Commission's (CEC's) Energy Conservation Assistance Act (ECAA) which provides 1% interest loans.

Based on RCEA's analysis, the potential project at AFPD's Central Station would cost roughly \$93,800, it would provide a simple payback period of 11.1 years and would provide an estimated saving of \$188,875 in avoided energy costs over the life of the project. The potential Arcata Station project would cost roughly \$63,300, it would provide a simple payback period of 12.1 years and would provide an estimated saving of \$110,535 in avoided energy costs over the life of the project. The potential project at the Mad River Station would cost roughly \$23,450 it would provide a simple payback period of 11.5 years and would provide an estimated savings of \$44,675 in avoided energy costs over the life of the project. **Combining the three projects** would result in a total installed capacity of 52 kW DC at an estimated cost of \$180,565 and would provide the following benefits to Arcata Fire Protection District:

- Offset of up to 100% of each site's annual electricity consumption
- First year avoided energy costs of approximately \$15,700
- A simple payback period of 11.5 years
- Approximately \$344,000 in lifetime avoided energy costs *after loan re-payment and maintenance costs*
- Avoided greenhouse gas emissions of 86 metric tons

Table 1 below shows a summary of the three project options analyzed in this report.

*Table 1 Summary and comparison of solar PV project options for Arcata Fire Protection District.*

AFPD Solar PV Project Scenarios				
Project Option	Central Station	Arcata Station	Mad River Station	Totals
PV System Size (kW DC)	27	18	7	52
Estimated System Cost (\$)	\$93,800	\$64,315	\$23,450	\$180,565
First Year Avoided Energy Costs (\$)	\$8,341	\$5,236	\$2,039	\$15,707
Simple System Payback (Years)	11.1	12.1	11.5	11.5
Lifetime Total Costs (Loan repayment and maintenance)	-\$118,528	-\$80,365	-\$29,684	-\$228,577
Lifetime Avoided Energy Cost (\$)	\$188,875	\$110,535	\$44,675	\$344,085
Lifetime Avoided CO <sub>2</sub> emissions (Metric Tons)	46	29	11	86

If Arcata Fire Protection District decides to move forward with any of the solar PV project, RCEA will help prepare the technical documents required of the CEC loan application. The next steps for AFPD to pursue if a project is to move forward are:

- Prepare CEC 1% loan application with RCEA assistance
- Secure a Board Resolution to pursue preferred project options
- Begin basic planning and design work

Please feel free to contact me if you have any questions regarding the feasibility report or its findings.

Thank you,

Mike Avcollie  
 Project Manager  
 Redwood Coast Energy Authority



# District Business

**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Consider Appointment of Kevin Jenkins to the Measure F Citizen Advisory Committee

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**DISCUSSION:**

Staff has received an application from a community member to be on the Measure F Citizen Advisory Committee. Staff has reviewed the application for eligibility and the candidate meets the requirements set forth by the Committee Implementation Document that was approved by the Board at the March 9, 2021, meeting.

- Kevin Jenkins owns a business in McKinleyville and would represent Division 1. He has selected to serve a three-year term.

Additionally, staff will continue to advertise the vacant positions that represent central Arcata, and greater north Arcata areas.

**RECOMMENDATION:**

Staff recommends the Board consider the information provided, take public comment, discuss, and appoint Mr. Jenkins to serve on the Measure F Citizen Advisory Committee for the selected three-year term.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

Attachment 1 – Candidate Statement

5/27/2022

Thank you for considering me as a member of the Measure F Citizen Advisory Committee.

I have been a lifelong resident of the District. I have watched as the District has gone through many changes. I have been aware of the financial challenges that the District has experienced over the years as the area that the district serves has grown and changed. I appreciate how the District has had the ability to address that growth and has adapted to the best of its ability and within the resources available.

I was and am a strong supporter of the Measure F process. I believe that Measure F and other means of financial support are critical to the continued operation of the Arcata Fire District. The Arcata and McKinleyville areas are continuing to grow and consequently the demands of fire protection and emergency services are increasing. I believe that the community needs to be involved with the planning for that growth, both to help guide the process and to also help contribute to the solutions needed to address the challenges that are always a part of any growth.

I would appreciate the opportunity to participate in guiding the future of such a valuable resource within our community as the Arcata Fire District.

Kevin Jenkins

**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Schedule of Fees Update to Prevention Fees

**DISCUSSION:**

At the April 12, 2022, Board meeting staff presented the concept of updating the productively hourly rate for the Fire Prevention Bureau. Staff recommended the hourly rate be increased to \$183.19 per hour which is a 22% increase.

Staff has taken time to work with the Prevention Bureau to revamp the billing process that is applied to the Apartment & Hotel/Motel inspections (R-1). When this inspection program was started in 2017, all inspections were billed at a rate of \$150 per hour for with a one hour minimum. This hour included the actual time of the inspection, the travel time, and time spent researching the owner/manager of the properties. In the first few years, these inspections took quite a while to complete as we worked with owners to bring properties into compliance. In the five years since we restarted these inspections, the property owners are keeping their occupancies in compliance and our prevention staff has streamlined the inspection process. Staff, with the concurrence from the Fire Prevention Bureau, recommend reducing the one-hour minimum charge to a 30-minute flat rate with a per unit modifier.

Pre COVID, the inspector took 4 to 5 minutes to inspect individual apartment units in addition to the time it took to inspect all common areas. Since then, the Inspector has transitioned to hanging self-inspection door hangers and conducting a random sampling of unoccupied units, in an effort to reduce exposure. He has calculated that it takes him roughly 2 minutes per apartment unit to place a door hanger and complete a random sampling. By using this new fee calculation, it will allow the District to minimize fees associated with apartment complexes that are smaller and take less time and equally pass the cost of inspecting larger complexes to the owners of the larger complexes.

*How does the new fee for R1/R2 get calculated?*

Productive Hourly Rate	Per Minute	Minutes per apartment	= Per Unit Modifier
\$183.19	\$3.05	2	= \$6.10

For a 4-unit apartment building

Base Inspection Rate	+	Per Unit Modifier	= TOTAL INSPECTION FEE
\$91.60		\$6.10	= \$116.00

*How does this impact the property owners?*

Small apartment complex owners will pay less than they currently are, and larger complex owners will see an increase that is commensurate with the time and number of living units. The chart listed below is an estimated average of the new charge by complex size.

<b>Complex Size</b>	<b>Old Charge</b>	<b>New Charge</b>	<b>Percent Change</b>	<b>Quantity</b>
<b>3-4 Unit</b>	\$ 150.00	\$ 113.72	-27%	109 complexes
<b>5-9 Unit</b>	\$ 150.00	\$ 134.20	-11%	76 complexes
<b>10 Unit</b>	\$ 150.00	\$ 152.50	2%	11 complexes
<b>11-20 Unit</b>	\$ 150.00	\$ 182.81	22%	32 complexes
<b>21-30 Unit</b>	\$ 152.00	\$ 249.80	65%	20 complexes
<b>31-40 Unit</b>	\$ 158.13	\$ 321.78	96%	8 complexes
<b>41-50 Unit</b>	\$ 195.63	\$ 379.73	88%	4 complexes
<b>60 Unit</b>	\$ 191.25	\$ 457.50	141%	2 complexes
<b>64 Unit</b>	\$ 215.00	\$ 481.90	126%	3 complexes
<b>72 Unit</b>	\$ 270.00	\$ 530.70	97%	1 complex
<b>84 Unit</b>	\$ 212.00	\$ 603.90	184%	1 complex
<b>100 Unit</b>	\$ 277.00	\$ 701.50	153%	1 complex
<b>118 Unit</b>	\$ 402.50	\$ 811.30	102%	1 complex
<b>123 Unit</b>	\$ 270.00	\$ 841.80	212%	1 complex
<b>131 Unit</b>	\$ 382.50	\$ 890.60	133%	1 complex
<b>152 Unit</b>	\$ 340.00	\$ 1,018.70	200%	1 complex
<b>200 Unit</b>	\$ 567.50	\$ 1,311.50	131%	1 complex

**RECOMMENDATION:**

This item is for information only, no action is required.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

1. n/a

**ATTACHMENTS:**

None

**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Consider Adoption of the Preliminary Budget for Fiscal Year 2022-23

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**DISCUSSION:**

Pursuant to Health and Safety Code (HSC) § 13890 the District Board shall adopt a preliminary budget, on or before June 30 of each year. If the District Board has not adopted a preliminary budget, the amounts deemed appropriated shall be based on the budget of the preceding year.

Additionally, on or before June 30, the District Board shall publish a notice stating all of the following:

1. That it has adopted a preliminary budget which is available for inspection at a time and place within the District specified in the notice.
2. The date, time, and place when the Board will meet to adopt the final budget that any person may appear and be heard regarding any item in the budget or regarding the addition of other items.

The notice shall be published in at least one newspaper of general circulation in the District and shall be published at least two weeks before the date of the meeting.

Staff has developed a draft preliminary budget for FY 2022-23 based on roll over amounts from the current fiscal year. Staff will be working with CalMuni advisors to develop a final draft for the budget. Staff is also waiting for the account registers to be updated and received from the County Auditor-Controller’s office. Once these tasks are completed, staff will present an updated budget for the Board to review.

This draft preliminary budget is based on the following assumptions:

- Property Tax Growth - Static
- District Assessments Collections - Static
- Staffing levels to reflect a two-station operation on a 48/96 schedule
  - Administration (4 FTE) - 1 Fire Chief, 1 Business Manager, 2 Assistant Chiefs
  - Suppression (18 FTE) - 6 Captains, 9 Engineers
  - Prevention (3 PTE) – 1 half-time Fire Marshal, 1 part-time Inspector, & 1 part time office assistant
- Health Care Premiums - Static
- PERS Rates – Based on current staffing levels
- PERS UAL payment estimated,

**RECOMMENDATION:**

Staff recommends the Board consider the Draft Preliminary Budget for Fiscal Year 2022-23, take public comment, discuss, and

1. Approve the Preliminary Budget for Fiscal Year 2022-23 as presented,
2. Set the Public Hearing for final adoption of the budget at the September 13, 2022, Board Meeting, and

3. Authorize the Board Clerk/Secretary to publish a notice pursuant to HSC § 13893.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

- Attachment 1- Draft Preliminary Budget Summary for FY 2022-23

<b>Draft Preliminary</b>		
<b>REVENUE</b>		
<b>TAX REVENUE</b>	<b>\$</b>	<b>6,298,000</b>
101117 · PROPERTY TAX-CURRENT-SECURED	\$	2,388,000
102500 · PROPERTY TAX-CURRENT-UNSECURED	\$	85,000
105110 · PROPERTY TAX-PRIOR YEARS-SECURED	\$	25,000
103500 · PROPERTY TAX-PRIOR YEARS-UNSECURED	\$	1,000
800040 · SUPPLEMENTAL TAXES- CURRENT	\$	12,000
105900 · SUPPLEMENTAL TAXES-PRIOR YEAR	\$	5,000
113100 · STATE TIMBER TAX	\$	530
800050 · PROPERTY ASSESSMENTS	\$	3,781,000
2006 Benefit Assessment	\$	1,463,000
2020 Special Tax	\$	2,318,000
<b>USE OF MONEY &amp; PROPERTY</b>	<b>\$</b>	<b>42,000</b>
800190 · INTEREST INCOME	\$	42,000
<b>INTERGOVERNMENTAL</b>	<b>\$</b>	<b>71,000</b>
525110 · HOMEOWNERS PROP. TAX RELIEF	\$	25,000
800580 · FEDERAL AID IN-LIEU TAX	\$	-
800600 · OTHER GOVERNMENT AGENCIES	\$	46,000
Prop 172 Funds	\$	8,700
HSU Contract for Services	\$	37,000
Workers Compensation Reimbursement	\$	-
Air Quality Management District Fees	\$	700
800944 · GRANT REVENUE	\$	-
800950 · FIREFIGHTING REIMBURSEMENTS	\$	-
<b>CHARGES FOR SERVICES</b>	<b>\$</b>	<b>62,000</b>
800155 · PREVENTION FEES	\$	12,000
800156 · R1/R2 INSPECTION FEES	\$	45,000
800946 · INCIDENT REVENUE RECOVERY FEES	\$	5,000
<b>MISCELLANEOUS REVENUES</b>	<b>\$</b>	<b>700</b>
800920 · SALE OF FIXED ASSETS	\$	-
800940 · OTHER REVENUE	\$	-
800941 · REFUNDS	\$	500
800942 · INCIDENT REPORTS	\$	200
<b>OTHER FINANCING SOURCES</b>	<b>\$</b>	<b>-</b>
Transfer-In From Reserve Fund	\$	-
Contingency Fund	\$	-
Training Reserve Fund	\$	-
Vehicle Replacement Fund	\$	-
PERS Contingency Fund	\$	-
County Treasury General Fund	\$	-
<b>TOTAL OPERATING REVENUE</b>	<b>\$</b>	<b>6,474,000</b>



**Draft Preliminary**

**EXPENSES**

**SALARIES & EMPLOYEE BENEFITS**

**5010 · SALARIES AND WAGES** **\$2,194,000**

5010.1 · Full-Time	\$1,645,000
5010.2 · CTO Payout	\$314,000
5010.3 · Settlement Pay/Vacation	\$30,000
5010.4 · Holiday Pay	\$50,000
5010.5 · Deferred Compensation	\$57,000
5010.6 · Part-Time (Hourly)	\$88,000
5010.8 · CalFire/OES Pay	

**5020 · RETIREMENT** **\$436,300**

5020.1 · CalPERS Retirement	\$406,000
5020.3 · Social Security	\$5,000
5020.4 · Medicare	\$25,000
5020.5 · CalPERS Section 218 Admin Fee	\$300

**5030-GROUP INSURANCE** **\$1,010,900**

5030.1 · Health Insurance (Employees)	\$653,000
5030.2 · Health Insurance (Retirees)	\$301,000
5030.3 · Retiree Health Admin Fees	\$4,000
5030.4 · Dental & Life Insurance	\$38,000
5030.5 · Air Ambulance Insurance	\$3,000
5030.6 · Vision	\$4,900
5030.7 · Long Term Disability Insurance	\$7,000
5030.8 · Medical Reimbursement-Fire Chief	

**5033 · UNEMPLOYMENT INSURANCE** **\$5,000**

5033.1 · Unemployment (Self Funded)	\$5,000
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**5035 · WORKER'S COMPENSATION** **\$76,800**

5035.1 · PRIMARY	\$64,000
5035.3 · ADMIN FEE	\$12,800

**TOTAL SALARIES & EMPLOYEE BENEFITS** **\$3,723,000**

**SERVICE & SUPPLIES**

**5050 · CLOTHING & PERSONAL SUPPLIES** **\$41,000**

5050.1 · Uniforms	\$20,000
5050.2 · Station Boots	\$2,000
5050.3 · PPE - Structure	\$12,000
5050.4 · PPE - Wildland	\$5,000
5050.5 · PPE - VLU Team	\$1,000
5050.6 · Shields & Badges	\$1,000

<b>5060 · COMMUNICATIONS</b>	<b>\$43,000</b>
5060.1 · Phones - Landline & Cellular	\$24,600
5060.2 · Alarm Monitoring	\$3,000
5060.3 · Communication - Miscellaneous	\$500
5060.4 · HCFA Radio System Annual Fee	\$1,600
5060.5 · Cable TV/Internet	\$13,500
5060.6 · Fire Dispatch Fees	\$0
<b>5080 · FOOD</b>	<b>\$3,000</b>
5080.1 · Food/Rehab Supplies	\$2,250
5080.2 · Drinking Water	\$750
<b>5090 · HOUSEHOLD EXPENSE</b>	<b>\$14,500</b>
5090.1 · Station Supplies	\$4,100
5090.2 · Garbage Service	\$5,400
5090.3 · Station Furniture	\$5,000
<b>5100 · LIABILITY INSURANCE</b>	<b>\$35,300</b>
5100.1 · Liability Insurance	\$35,300
<b>5120 · MAINTENANCE-EQUIPMENT</b>	<b>\$118,000</b>
5120.1 · Fire Apparatus	\$80,000
5120.2 · Officers Vehicles	\$10,000
5120.3 · Hose & Ladder Testing	\$6,800
5120.4 · Hose Repair	\$500
5120.7 · SCBA	\$6,000
5120.8 · Hydraulic Rescue Tool Service	\$3,800
5120.9 · Power Tools Maintenance	\$1,000
5120.10 · AED/LUCAS Annual Maintenance	\$8,100
5120.11 · Fire Extinguisher Maintenance	\$1,200
5120.12 · Equipment Maintenance - Misc	\$500
5120.13 · Small Instrument Repair & Testing	\$500
<b>5121 · MAINTENANCE-ELECTRONICS</b>	<b>\$5,500</b>
5121.1 · Computers	\$1,000
5121.2 · Radios, Pagers, & FireCom	\$3,000
5121.3 · Batteries	\$1,500
<b>5130 · MAINTENANCE-STRUCTURE</b>	<b>\$15,000</b>
5130.1 · General Structure Maintenance	\$7,900
5130.2 · Grounds Maintenance	\$2,000
5130.3 · Emergency Power Maintenance	\$2,000
5130.4 · Pest	\$3,000
<b>5140 · MEDICAL SUPPLIES</b>	<b>\$8,500</b>
5140.1 · EMS Supplies	\$6,000
5140.2 · AED & LUCAS Supplies	\$500
5140.3 · COVID-19 Supplies	\$2,000
<b>5150 · MEMBERSHIPS</b>	<b>\$2,000</b>
5150.6 · Dues	\$2,000
<b>5160 · MISCELLANEOUS EXPENSE</b>	<b>\$1,000</b>
5160.1 · Uncategorized Miscellaneous Expense	\$1,000

<b>5170 · OFFICE EXPENSE</b>	<b>\$6,600</b>
5170.1 · Office Supplies	\$5,000
5170.2 · Postage	\$1,000
5170.3 · Software	\$500
5170.4 · Subscriptions Periodicals	\$100
<b>5180 · PROFESSIONAL &amp; SPECIAL SERVICES</b>	<b>\$198,000</b>
5180.1 · Legal Services	\$50,000
5180.2 · Human Resource Services	\$27,000
5180.3 · Medical exam/Drug Screening	\$20,000
5180.4 · Background Checks	\$21,000
5180.5 · Audit Services	\$9,000
5180.6 · Accountant/Bookkeeping	\$10,000
5180.7 · GASB 75 Report Fee	\$7,000
5180.8 · IT Services	\$31,500
5180.9 · Webpage Hosting Annual Fee	\$4,500
5180.10 · Records Management System Annual Fee	\$4,350
5180.11 · Scheduling Program Annual Fee	\$3,500
5180.12 · Parcel Quest Annual Fees	\$2,000
5180.13 · CAD Interface Annual Fee	\$1,750
5180.14 · eDispatches Annual Fee	\$2,000
5180.15 · Survey System Annual Fee	\$500
5180.16 · Subscriptions	\$1,800
5180.17 · Humboldt Cnty Fire Chiefs' Assoc Dues	\$800
5180.19 · Miscellaneous Services	\$1,250
5180.20 · Financial Consulting	\$500
<b>5190 · PUBLICATIONS &amp; LEGAL NOTICES</b>	<b>\$2,000</b>
5190.1 · Publications & Notices	\$2,000
<b>5200 · RENTS &amp; LEASES-EQUIPMENT</b>	<b>\$8,300</b>
5200.1 · Copier	\$8,300
<b>5210 · RENT &amp; LEASES - STRUCTURES</b>	<b>\$108,000</b>
5210.1 · 631 9th Street	\$108,000

<b>5230 · SPECIAL DISTRICT EXPENSE</b>	<b>\$147,000</b>
5230.1 · Property Tax Admin Fee	\$71,000
5230.2 · Tax Roll Direct Charge Fee	\$14,000
5230.3 · LAFCO Annual Fee	\$4,000
5230.5 · Assessment Adjustments/Refunds	\$5,000
5230.6 · Public Education Supplies	\$1,500
5230.8 · Certifications	\$1,000
5230.10 · Recruitment	\$1,000
5230.11 · Bank Fees	\$1,000
5230.14 · Recognition Awards	\$2,000
5230.15 · Health & Wellness	\$7,000
5230.16 · Public Outreach	\$1,000
5230.17 · HBF Truck Response	\$10,000
5230.18 · HCFA Air Trailer Annual Fee	\$1,000
5230.19 · Staff Training	\$15,000
5230.20 · Training Supplies	\$10,000
5230.21 · Grant Management	\$2,000
5230. · Other	\$680
<b>5420 · GRANT MATCHING FUNDS</b>	<b>\$0</b>
<b>5250 · TRANSPORTATION &amp; TRAVEL</b>	<b>\$90,000</b>
5250.1 · Fuel	\$75,000
5250.2 · Lodging	\$5,000
5250.3 · Per Diem Reimbursement	\$5,000
5250.4 · Conference Tuition	\$5,000
<b>5260 · UTILITIES</b>	<b>\$38,000</b>
5260.1 · P G & E	\$32,000
5260.2 · Water & Sewer	\$6,000
<b>5370 · MINOR EQUIPMENT</b>	<b>\$27,500</b>
5370.4 · Fire Hose	\$5,000
5370.6 · Firefighting Equipment & Fabrication	\$9,000
5370.8 · Computer/Electronics	\$13,000
5370.10 · Small Tools	\$500
5370.9 · Power Tools	\$0
<b>TOTAL SERVICE &amp; SUPPLIES</b>	<b>\$912,000</b>

**OTHER EXPENDITURES**

<b>CAPITAL EXPENSE</b>	<b>\$143,000</b>
Equipment	\$50,000
Construction Improvements	\$93,000
<b>EQUIPMENT LOAN DEBT SERVICE</b>	<b>\$503,000</b>
Fire Engine - Principal	\$100,183
Fire Engine - Interest	\$15,000
UAL Refinance - Principal	\$261,000
UAL Refinance - Interest	\$126,683
<b>OPERATING FUND TRANSFERS</b>	<b>\$851,000</b>
Contingency Fund Transfer	\$200,000
Vehicle Replacement Fund Transfer	\$200,000
PERS Rate Stabilization Fund Transfer	\$261,816
PERS Unfunded Liability Payment	\$188,909
<b>TOTAL OTHER EXPENDITURES</b>	<b>\$1,497,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$6,132,000</b>
<b>BUDGET CONTINGENCY [Funded (underfunded)]</b>	<b>\$667,000</b>

**Date:** June 14, 2022  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Further Discussion and Consideration Regarding the Official Name Change for the Fire District

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**DISCUSSION:**

At the District Board meeting on March 8, 2022, the Board laid out strategic goals for the organization, one of which was to start the process to formally change the name of the District to something that is more representative of the communities we serve.

At the May 10, 2022, Board meeting, staff made a presentation to the Board that began to discuss the concept of a District name change. The Board was provided some background as it related to the potential need for the change, as well as a few possible names. Staff was also seeking the Board's direction with respect to their desired timeline, budget allocation, and public involvement with the process. After further discussion, the Board continued the item to the June meeting, requesting staff return with information regarding the process and the potential costs for presentation.

Following a meeting with District Counsel, staff developed a list, based on counsel's recommendations, of 40+ tasks that would need to be completed for a legal name change. It is important that the following discussion points be made clear prior to any significant decisions being made.

1. Only a full legal name change (official District title) will update legal, governmental, and public documents and will likely occur over several years. A simple station identification, clothing patches, engine logos etc. will NOT change the name on all official and public documents. For example, ballot measures, ordinances, deeds, titles, etc. will continue to read Arcata Fire Protection District. Anything less of the legal name change would cause continued confusion in the community.
2. Direct Costs. A more in depth estimate of all tangible items or paid services that would need to be purchased is projected at \$65,000. This would include items, but not limited to, replacement badges, patches, door logos, signage. It also includes a funds to replace staff and volunteer purchased logo wear that has been purchased at their own expense.
3. Indirect Costs. Of the over 40 tasks identified, it is estimated that over 200 hours would be directed towards this process. The average hourly rate for the admin team is \$52.74/hour, which calculates to an additional \$10,550. These hours and funds will require redirection of staff away from focusing on staffing, training and apparatus replacement.
4. Return on Investment. Will it fix the name recognition of the District for the communities that are not Arcata? There is no way to measure if a name change will help to garner support in the communities that are not Arcata. The District has no supportive data indicating a nexus between the name *Arcata Fire District* and low voter support for Measure F in the McKinleyville area. Although the nexus is plausible, is it a strong enough theory to spend over \$70,000 on a name

change? What happens if the name is changed and there is the same low support from McKinleyville residents during a renewal vote on Measure F in the year 2030?

5. Is the name a public education issue? Without quantitative data indicating the name is problematic, could the District implement other options to educate the public that they live in Arcata Fire District boundaries? What if each fire station had a large sign above the doors that stated, "Arcata Fire District"? What about placing signage along roads near District boundaries stating, "You are entering Arcata Fire District"? Could these simple measures clear up potential confusion for less cost?
6. The District only has qualitative data such as personal accounts or stories indicating the name Arcata Fire District is a problem. Obtaining quantitative data from a good cross-section of District residents may be challenging and/or insufficient. The District would likely spend a significant amount of money to obtain quality quantitative data.

Staff has also researched how to garner public engagement with this process. District Counsel discussed that this is not as easy as asking a question the simple question "Do you support the Arcata Fire District changing their name to represent the larger community they serve". The name change question should also be tied to a qualifier. "Do you support the effort if it costs \$10,000? What if it costs \$30,000? Would you support a name change if it cost over \$70,000?"

To accomplish this level of public engagement, several options were identified.

1. Public Opinion Research Firm. The District could hire a research firm, such as Godbe Research who the District contracted with in 2017 to obtain the public opinion of the proposed Measure R. At that time, the process cost \$26,000 in and took several months to complete. It should be noted, however, that the results were fairly accurate to the actual results of the ballot measure.
2. Direct mail survey. The District could send out a mailer to the owners of the 13,000 plus District parcels with a survey that could be returned. The cost of creating and mailing a simple one-page mailer with a is estimated at \$13,000 to produce. If prepaid return postage return is utilized, it would cost another \$6500. When the District sent out a similar flyer for the funding measure, the rate of return was 2%.
3. Direct email/survey. Following the public outreach for the funding measures, the District has maintained a list of individuals who were interested in being kept informed and who still receive the monthly agenda notifications. Staff could utilize the "Engage" feature of the webpage provider and send out a mass emailing to this group, which currently consists of approximately 100 non-District (staff, Board members, AVFA) persons. By using this feature, we would be able to track how many people reviewed the email, opened the document, and visited our web site to get more information. We have calculated that the time and cost needed for this option would be minimal to craft the email and design the page on the website. We do, however, have statistics on 12 months of blast emails for our Board meetings. There is an average of 30% for persons opening the email and an average of 12% for clicks on the link to our website and meetings.

While the Board, staff, and employees agree that a name change is important, it has become clear that this undertaking will not be a quick or easy task. Under current circumstances, \$76,550 is estimated to complete the name change. Staff feels that this expenditure is not in line with what was presented to the community during Measure F. Additionally, calculating the time commitment of this endeavor has highlighted that our team will be stretched thin and given the District is yet again understaffed and in the

process of filling ranks, staff time is at a premium and time devoted to the name change is time lost. Staff is respectfully requesting that the Board table this project as at this time, the priority and focus for the administrative staff is keeping two stations open staffed with healthy employees, training current employees, and recruitment, hiring and training for the five open positions.

**RECOMMENDATION:**

Consider the information provided, take public comment, discuss, and table this the District name change process until a later date.

**FINANCIAL IMPACT:**

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

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

Attachment – None