

## MINUTES

*Regular Board Meeting*

*May 12, 2020*

*5:30 p.m.*

*Location: Remote Via Zoom*

### **Board of Directors**

*Nicole Johnson (Division 2) - President, Randy Mendosa (Division 3) - Vice-President,*

*Rene Campbell (Division 1) - Director, Elena David (Division 4) - Director*

*David Rosen (Division 5) - Director*

### 1. CALL TO ORDER

The regular session of the Board of Directors for the Arcata Fire District was called to order by President Nicole Johnson at 5:33 pm.

### 2. PLEDGE OF ALLEGIANCE

There was no pledge of allegiance.

### 3. ATTENDANCE AND DETERMINATION OF A QUORUM

The meeting continued with a quorum and the following were present remotely via zoom: President Nicole Johnson, Vice President Randy Mendosa, Director Rene Campbell, Director Elena David and Director David Rosen.

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

### 4. APPROVAL OF AGENDA

There was no discussion or public comment.

It was moved to approve the agenda.

**Motion:** Rosen; Second: Campbell

**Roll Call:** Ayes; Campbell, David, Mendosa, Rosen and Johnson.

Motion Carries

### 5. PUBLIC COMMENT

Ananda Hazzard had sent an email to the District and had agreed to the email being read into the record during public comment. The email was read aloud by Secretary Schuette.

There were no additional public comments.

### 6. CONSENT CALENDAR

**6.1** Approval of Minutes from April 14, 2020 Regular Meeting

**6.2** April 2020 Financial Report

**6.3** Memorandum of Agreement between United States Coast Guard and Arcata Fire Protection District

There were no public comments at this time, however, Chief McDonald requested item 6.3 be pulled for a few minor corrections to the contract.

It was moved to accept items 6.1 & 6.2 of the consent calendar.

**Motion:** Mendosa; Second: David

**Roll Call:** Ayes; Campbell, David, Mendosa, Rosen and Johnson.

Motion Carries

Item 6.3 had been pulled and Chief McDonald pointed out a few corrections that needed to be fixed in the contract:

Page 20 in the Board packet, paragraph 3, strike out hazardous material, and confined space rescue services.

Page 21 of the packet, correct the address for the District and remove Desmond's email address and replace it with Chief McDonald's email address.

There were no public comments and no comments or questions from the Directors.

It was moved to accept items 6.3 with the appropriate changes.

**Motion:** Mendosa; Second: David

**Roll Call:** Ayes; Campbell, David, Mendosa, Rosen and Johnson.

Motion Carries

A copy of the corrected version of the Agreement will be included as **Attachment 1** to these minutes.

## **7. PUBLIC HEARING**

There was no public hearing.

## **8. OLD BUSINESS**

**8.1 Consider Approval of the District Dispatch Provider:** Chief McDonald advised that as of this time, there is really only one option for dispatch services and that would be Option A. Following a question from Director Mendosa regarding how the contract will affect District citizens, Chief McDonald explained that the community would not see or notice a change in service. The affects were primarily on the District staff, as pointed out in the Cons of Option A in the board packet.

President Johnson requested public and staff comments at this time and the following staff members had comments:

Local 4981 President and Firefighter Anthony Benelisha  
Firefighter Scott Gordinier  
Captain Luke Walker

There were a few clarifying questions and discussion from the Board regarding the contract length, chance of a cost reduction and process from this point forward. There was also brief inclusion of SB 438 and how it could affect future contracts. (Senate Bill 438 [in brief] restricts public agencies from contracting out dispatch services to private entities.)

It was moved to accept Option A, however, a request for staff to continue to research SB 438 and how it will work with a contract with City Ambulance of Eureka.

**Motion:** Mendosa; Second: Rosen

**Roll Call:** Ayes; Campbell, David, Mendosa, Rosen and Johnson.

Motion Carries

**8.2 Post Election (Measure R) Discussion:** Chief McDonald reviewed the Attachments and precinct results and requested that the decision about the station closure be included as a public hearing process with the budget. He also reminded the Board that a Resolution for election would need to be submitted by August.

Several of the Directors reported having received negative comments about the station closures, one of which was that it was punishment to specific communities. This was followed by Director comments that the station closures are not being done to punish any one specific area of the community but it is being done to be fiscally responsible for the entire District; it is to share the burden among all areas.

President Johnson called for public comment and there were none.

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

## **9. NEW BUSINESS**

**9.1 Consider the Draft Preliminary Budget for Fiscal Year 2020/21:** Chief McDonald reported on his item and the two budget options available at this time. The preliminary budget needs to be set by June 30. He also reminded the Board that the District is still in negotiations with the Local 4981 (career firefighters) regarding the staffing situation.

President Johnson called for public comment and there were no comments.

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

**9.2 Consider Initiating the Process for the Annual Performance Evaluation of the Fire Chief:** Chief McDonald introduced the topic, which was followed by discussion about the process last year, the length of the document and having different Board members be part of the committee this year. Director Campbell will step down and President Johnson will transition in as part of the sub-committee to work with Director Mendosa.

There was no further discussion and no public comments.

**9.3 Update Signers for the Arcata Fire District's Accounts with Coast Central Credit Union and the County of Humboldt Treasury Accounts:** Secretary Schuette briefly explained the staff note and why time was important for this topic. Specifically, as noted in the staff report, Curt Watkins and Rick Gomes have retired from the District, should no longer be listed as signers and need to be removed from the accounts.

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

It was moved to update signers for the Arcata Fire District's Accounts with Coast Central Credit Union and the County of Humboldt Treasury Accounts with Justin (McDonald), Sean (Campbell), Becky (Schuette) and Nicole (Johnson).

**Motion:** Campbell; Second: David

**Roll Call:** Ayes; Campbell, David, Mendosa, Rosen and Johnson.

Motion Carries



## 10. CORRESPONDENCE

President Johnson reviewed the correspondence.

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

## 11. MONTHLY ACTIVITY REPORTS

**11.1 Chiefs Report** - Chief McDonald reviewed his staff report. He added that earlier today, Remax had provided him with an estimated value and contract for the Bayside property. The appraisal opinion for the property is at \$285,000, as a starting point.

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

**11.2 Committee Reports** - There were no committee reports.

**11.3 Director Matters** - Director Campbell reiterated the reason for the stations closures. Encouraging all community members to attend meetings, not believe social media and get information directly from their division Director.

### **11.4 Bargaining Group & Association Reports**

Local 4981 - Anthony Benelisha spoke for the Local. Working with CPF to make sure the crews are being notified appropriately regarding Covid exposures and other infectious diseases they may be exposed to while responding.

Arcata Volunteer Firefighters Association (AVFA) - Rob Cannon reviewed his staff note reporting the final Lucas devices have arrived.

## 12. CLOSED SESSION

There was no closed session scheduled.

## 13. ADJOURNMENT

Prior to adjournment, Director Campbell thanked Rob Cannon for all his hard work for the Volunteer Association and grant writing.

President Johnson adjourned the meeting at 6:46 pm. **Motion:** Campbell; Second: David

The next Regular Meeting is scheduled for **June 9, 2020 at 5:30 pm.**

Respectfully submitted,



Becky Schuette  
Clerk of the Board

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES COAST GUARD  
And  
ARCATA FIRE PROTECTION DISTRICT**

1. **PARTIES:** The parties to this memorandum of agreement (MOA) are the United States Coast Guard (USCG) and the Arcata Fire Protection District (collectively, the Parties).
2. **AUTHORITY:** The authority for this agreement is listed in 14 U.S.C. § 141(b) and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1.
3. **PURPOSE:** The purpose of this MOA is to set forth the terms and conditions under which the Arcata Fire Protection District shall provide fire protection and emergency medical services to USCG Sector Humboldt Bay.
4. **RESPONSIBILITIES:**

**Coast Guard**

- a. A designated representative of USCG Sector Humboldt Bay shall request fire or emergency medical equipment and personnel by calling 911. If the primary 911 telephone number is inoperative or unavailable for any reason, 707-726-1283 is the alternate number to the CalFire Dispatch Center.
- b. Any request for aid under this agreement shall include a description by the USCG Sector Humboldt Bay representative of the type and nature of the fire or emergency to which response is requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel responding will be determined by Arcata Fire Protection District.
- c. A designated USCG Sector Humboldt Bay shall provide an escort to meet the equipment and personnel and guide Arcata Fire Protection District to the location where the emergency services are to be rendered.
- d. As an aid to implementing this agreement, members of Arcata Fire Protection District will be allowed to tour USCG Sector Humboldt Bay for the purpose of preparing pre-fire plans. Access to facility structures will be granted at least every six months for the purpose of reviewing and updating pre-fire plans. The USCG point of contact listed in paragraph five will coordinate visits to USCG Sector Humboldt Bay every six months. The USCG point of contact will also coordinate additional visits to USCG Sector Humboldt Bay within

thirty days of a change of command and whenever there is a crew turnover greater than fifty percent.

## **ARCATA FIRE PROTECTION DISTRICT**

- a. Upon receiving a call from USCG Sector Humboldt Bay, Arcata Fire Protection District shall dispatch firefighting and emergency medical services equipment and personnel to USCG Sector Humboldt Bay, as determined by Arcata Fire Protection District.
  - b. Arcata Fire Protection District equipment and personnel shall report to the location reported by the representative from USCG Sector Humboldt Bay, and shall be escorted by a representative from USCG Sector Humboldt Bay to the location of the emergency.
  - c. All actions of the Arcata Fire Protection District fire and rescue equipment and personnel in responding to the emergency shall be at the sole discretion of Arcata Fire Protection District.
  - d. Following all emergency responses under this MOA, Arcata Fire Protection District shall forward a copy of the incident report in its customary format to the USCG Sector Humboldt Bay point of contact listed in paragraph five.
5. POINTS OF CONTACT. Points of contact (POCs) for each party to this MOA shall be:

For SECTOR HUMBOLDT BAY  
Chief Petty Officer Andrew Dean  
Fire Marshal  
1001 Lycoming Way  
McKinleyville, CA. 95519  
707-839-6163 (Phone)  
707-839-6108 (Fax)  
[Andrew.P.Dean@uscg.mil](mailto:Andrew.P.Dean@uscg.mil)

For ARCATA FIRE PROTECTION DISTRICT  
Justin McDonald  
Fire Chief  
2149 Central Ave.  
McKinleyville, CA. 95519  
707-825-2000 (Phone)  
707-822-7951 (Fax)  
[jmcdonald@arcatafire.org](mailto:jmcdonald@arcatafire.org)

## 6. OTHER PROVISIONS:

- a. Reimbursement to Arcata Fire Protection District for the cost of firefighting on USCG Sector Humboldt Bay is governed by section 2210, title 15, United States Code (U.S.C.), and the implementing regulations set forth in title 44, part 151, of the Code of Federal Regulations (CFR). Any such claim for reimbursement for firefighting costs might also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.
- b. The USCG shall defend, indemnify, and hold Arcata Fire Protection District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of



this agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.) as well as the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341 (a)(1)(B)) and other applicable law. Nothing in the agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.

- c. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.
  - d. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes which might authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), the Military Claims Act (10 U.S.C. § 2733), and the governing Federal Regulations found at 33 CFR part 25.
  - e. No agency relationship is created. Arcata Fire Protection District employees shall not be deemed Federal officers, or employees of the Federal government as defined and provided for in title 5, United States Code for any purposes. No employee of Arcata Fire Protection District shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such Arcata Fire Protection District employee be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any Arcata Fire Protection District employee.
  - f. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or Arcata Fire Protection District. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
6. EFFECTIVE DATE: The terms of this agreement become effective upon the signature of the Parties.
  7. MODIFICATION: This MOA may be modified by a written agreement signed by both original signatories, or their successors in office.
  8. TERMINATION: This MOA can be terminated upon 30 days written notice by either party.

9. APPROVED BY:

UNITED STATES COAST GUARD

ARCATA FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Mark E. Hiigel, CAPT, USCG  
Sector Commander  
USCG Sector Humboldt Bay

\_\_\_\_\_  
Justin McDonald,  
Fire Chief  
Arcata Fire Protection District

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

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