

District Board Members

Blaine Maynor
Division 1
Nicole Johnson
Division 2
Randy Mendosa
Division 3
Eric Loudenslager - President
Division 4
Jason Akana - Vice President
Division 5



District Staff

Chris Emmons
Fire Chief
Katie Hill
Clerk of the Board

**Regular Board Meeting
October 8, 2024
5:30 PM
Location: 631 9th Street, Arcata
Arcata Station Classroom**

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE & DETERMINATION OF QUORUM

APPROVAL OF AGENDA

PUBLIC COMMENT/ASSOCIATION REPORTS

Pg. 4

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

1. Local 4981 Monthly Report
2. Arcata Volunteer Fire Association Report

Pg. 5
Pg. 10

CLOSED SESSION

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 9th Street, Arcata CA 95521
Agency negotiator: *District Counsel, Ryan Plotz*
2. Deliberation re: an Employment Matter (Gov. Code Section 54957)
Agency designated representative: *District Counsel, Peter Cress*

CONSENT CALENDAR

Pg. 11

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 September 10, 2024 Regular Meeting **Pg. 12**
2. September 2024 Financial Report **Pg. 16**

DISTRICT BUSINESS

Pg. 32

1. Approve the Secured Property Tax Revenue Exchange Agreement with the County of Humboldt for the Annexation of Arcata Fire District Good Will Response Area **Pg. 33**
 - a. Attachment 1 - Resolution 24-319 with Exhibit A and Exhibit B **Pg. 35**
2. Approve Proposed Contract with Restoration Counseling Centers for Arcata Fire District Staff **Pg. 50**
 - a. Attachment 1 - Restoration Counseling Centers Contract **Pg. 52**

CORRESPONDENCE & COMMUNICATIONS

Pg. 62

1. Public Correspondence
 - a. Thank you card from Arcata High Ag. Mechanics - Fire Marshal Ed Laidlaw **Pg. 63**
2. Committee Reports
 - a. Fire Station Ad-Hoc Committee (*Maynor, Akana*)
 - b. AVFA, L4981, AFD Relations Ad-Hoc Committee (*Maynor*)
 - c. FY 2024/25 Budget Committee (*Johnson, Loudenslager*)
 - d. Chief's Evaluation Committee (*Loudenslager, Mendosa*)
3. Fire Chief's Monthly Report **Pg. 64**
4. Director Matters

ADJOURNMENT

Next Regular Board Meeting is scheduled for November 12, 2024, Arcata Downtown Station Classroom, 631 9th Street in Arcata at 5:30 pm.

Prepared by: *Katie Hill, Clerk of the Board*

The Arcata Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, shall make their request by calling (707)825-2000, no later than 48 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority of, or all, the Board in advance of a meeting may be viewed at 2149 Central Avenue, McKinleyville, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Board Secretary, at (707) 825-2000. The meeting agenda is posted at least 72 hours in advance of regular scheduled meetings, at the following locations:

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

Public Comment & Association Reports



To: The Arcata Fire District Board of Directors

RE: Local 4981 monthly report

Good evening. This monthly report will serve as an overview of activities, announcements, and special notifications that directly involve or are of reasonable relevance to Local 4981. You all are encouraged to ask any questions necessary to provide further clarification on any topic.

Activities:

-Local E-Board focused training on furthering our Special District Governance knowledge by doing some self-study on the following topics: GASB, Special District Uniform Accounting and Reporting Procedures, Article XIII B of the California Constitution and LAFCO's scope of practice.

-October is Breast Cancer Awareness month, on duty crews will be able to wear the pink District t-shirts in support. These t-shirts are on sale for the public, and we will have a table at the District's open house with shirts available.

-Attached with this board report you will find 2 significant incident reports. These reports are to give you, the board, a different perspective on the calls for service that we run daily. Some of these reports will have suggestions for programs, or services we may want to explore offering to the public, and others may explain how well the incident was handled.

Respectfully submitted,

Marcus Lillard
President, Local 4981

Significant Incident Log

Take this time to provide more detail about crew and individual tasks/assignments on the significant incidents that we frequently run. Be as descriptive as you would like about the incident; please leave out personal information regarding the incident ie. names, addresses etc. After completed please send to president@local4981.org. Thank you!

Date of event *

MM DD YYYY

09 / 03 / 2024

Incident Name *

Medical aid in McKinleyville

Crew on duty and present for the event *

2 person company Captain and Engineer

Description of the event *

On the evening of 09/03/2024, E8219 was dispatched to a code 3 medical aid on Gwin Road. E8219 arrived at scene and assessed the patient. Using our blood glucose monitor, we determined that the patient was hypoglycemic. However, due to North Coast EMS protocols, we were unable to treat the patient with oral glucose. The patient needed an IV and to have a dextrose solution infused to prevent any further medical complications, one of the crew members on E8219 is a licensed paramedic, but could not perform this treatment based on lack of equipment and lack of scope. E8219 continued to assess the patient for a total of 25 minutes while waiting for an ambulance. As soon as the ambulance arrived they started an IV, infused glucose, the patient almost immediately returned back to her normal mental status.

What could have helped better the outcome? *

This call is one of many examples that we have encountered where providing an Advanced Life Support service to our community could have been beneficial. With on scene times without an ambulance increasing--due to call volume and private ambulance coverage contracts--we are finding ourselves in situations where we know what needs to happen, but do not have the tools or accreditation to perform the necessary life saving treatments that many of our calls require.

Closing statements *

As an agency we always strive to provide the highest level of service possible to our community. The logical next step for this District's growth is to explore and pilot an ALS program to provide advanced life support to our communities.

This form was created inside of Arcata Professional Firefighters Local 4981.

Google Forms

Significant Incident Log

Take this time to provide more detail about crew and individual tasks/assignments on the significant incidents that we frequently run. Be as descriptive as you would like about the incident; please leave out personal information regarding the incident ie. names, addresses etc. After completed please send to president@local4981.org. Thank you!

Date of event *

MM DD YYYY

09 / 18 / 2024

Incident Name *

Montana

Crew on duty and present for the event *

Tony Freeman, Tyler Sung, Alex Sutter

Description of the event *

Structure fire in McKinleyville, with only two stations staffed. Due to the down-staffed station, Engine 8219 had 3 personnel on it. While enroute to the incident, the command center notified responding units of two buildings possibly involved. Engine 8219 and C8200 arrived at scene to find a vehicle fire in the driveway that was starting to catch the residence on fire. Engine 8219's crew stretched a handline and assumed fire attack. While I was conducting my 360, a neighbor came up to me and stated he thought that there were people still inside the residence. I opened the front door, and found a single occupant standing in the kitchen unaware of the fire in her driveway that was extending to her garage. The garage had been converted to a living unit, and was unoccupied at the time of the incident. I informed the occupant to vacant the residence, and had HCSO continue with the evacuation. The fire was controlled in less than five minutes, and then overhaul was conducted.

What could have helped better the outcome? *

The incident was successful because of the 3-0 staffing on the engine that day.

Closing statements *

This fire was an example of why a 3-0 staffed engine is more beneficial than our current model. Hopefully we will obtain the SAFER grant, and this will become the norm. The first arriving engine company was able to stretch a line, conduct a 360, remove occupants from the structure, obtain a 200' water supply, and extinguish the fire. This was all done prior to another engine arriving at scene. Mutual aid companies were able to be cancelled relatively quickly and were able to return to their fire districts to support their communities.

This form was created inside of Arcata Professional Firefighters Local 4981.

Google Forms



**ARCATA VOLUNTEER FIREFIGHTERS
ASSOCIATION, INC.**

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

Date: 10/8/2024 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 September were about 38 hours.
 - VLU training for September was to tour the CalFire Dispatch facility in Fortuna.
 - Seven volunteer hours responding to incidents

Community Outreach and Support

- **CPR and First Aid Training**
 - 3 CPR classes, 23 student's total
- **Grant Activity**
 - No new grant activity.
 - Receipt of Slip-in Pump grant funding.
 - Should from Coast Central on the Rescue Rope/Hardware grant mid-month

Other AVFA Activities

- Mortgage Adjustment on the 9th street station was approved and District was informed of Rent reduction starting October 1st..

Consent Calendar



MINUTES

Regular Board Meeting

September 10, 2024

5:30 p.m.

Location: 631 9th Street, Arcata

Arcata Fire Station Classroom

Board of Directors

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by President Loudenslager.

ATTENDANCE AND DETERMINATION OF A QUORUM

The meeting continued with a quorum and the following were present: President Eric Loudenslager, Vice President Jason Akana, Director Nicole Johnson, Director Blaine Maynor, and Director Randy Mendosa.

Additional District administrative staff included Chief Chris Emmons, Assistant Chief Ross McDonald, and Board Clerk Katie Hill.

APPROVAL OF AGENDA

It was moved to approve the agenda.

Motion: Mendosa; **Second:** Johnson

Roll Call: Ayes; Akana, Johnson, Maynor, Mendosa, Loudenslager. **Absent:** None
Motion carries

PUBLIC COMMENT

There were no members of the public present.

Local 4981 – Captain Marcus Lillard summarized the Local 4981 monthly report.

AVFA - President Roy Willis provided AVFA monthly statistics.

CLOSED SESSION

1. Conference with Real Property Negotiators (Gov. Code section 54956.8.)
 Property: 631 9th Street, Arcata CA 95521
 Agency negotiator: *District Counsel, Ryan Plotz*
 Negotiating parties: *Arcata Volunteer Firefighters Association*
 Under negotiation: *Lease agreement for 631 9th Street, Arcata Station*

President Loudenslager adjourned to closed session at 5:38 pm.

The meeting was reconvened at 6:30 pm.

Report out of closed session by President Loudenslager; nothing to report.

CONSENT CALENDAR

1. Minutes from August 13, 2024 Regular Meeting
2. Minutes from August 22, 2024 Special Meeting
3. August 2024 Financial Report
4. Accept the GASB 75 Actuarial Report (Measured as of June 30, 2023) for the Fiscal Year End June 30, 2024 Financial Reporting
 - a. Attachment 1 – GASB 75 Actuarial Report FYE June 30, 2023
5. Adopt Resolution 24-315 Directing Transfer of Cash From the Humboldt County Treasurer Account to the CalTrust Liquidity Fund

It was moved to approve consent calendar items.

Motion: Akana; Second: Mendosa

Roll Call: Ayes; Akana, Johnson, Maynor, Mendosa, Loudenslager. **Absent:** None
Motion carries

DISTRICT BUSINESS

1. PUBLIC HEARING - Adoption of Resolution 24-316 Finalizing the Annual Budget for Fiscal Year 2024/25

Chief Emmons read his staff note aloud.

Directors provided comments and questions.

There were no comments from the public.

It was moved to adopt the FY 2024/25 budget as presented.

Motion: Mendosa; Second: Akana

Roll Call: Ayes; Akana, Johnson, Maynor, Mendosa, Loudenslager. **Absent:** None
Motion carries

2. Adopt Resolution 24-317 Approving an Option Agreement with the Arcata Volunteer Firefighter's Association for the potential Acquisition of the 9th Street Station and Finding the Action Exempt from CEQA

Chief Emmons read his staff note aloud.

AVFA President Roy Willis spoke during public comment.

There were no comments from the Board.

It was moved to approve Resolution 24-317, approving an option agreement with the Arcata Volunteer Firefighter's Association for the potential acquisition of the 9th Street Station and finding the action exempt from CEQA.

Motion: Akana; Second: Johnson

Roll Call: Ayes; Akana, Johnson, Maynor, Mendosa, Loudenslager. **Absent:** None
Motion carries

3. Adopt Resolution 24-318 Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Financing the Acquisition of Real Property and Facilities Comprising the District's Fire Headquarters Facility, and Providing for Other Matters Properly Relating There to

Chief Emmons read his staff note aloud.

AVFA President Roy Willis spoke during public comment.

There were no comments from the Board.

It was moved to adopt Resolution 24-318 approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Acquiring the District's Fire Headquarter Building and Facilities and Authorizing Other Related Actions in Connection Therewith.

Motion: Johnson; Second: Maynor

Roll Call: Ayes; Akana, Johnson, Maynor, Mendosa, Loudenslager. **Absent:** None
Motion carries

CORRESPONDENCE & COMMUNICATIONS

1. Public Correspondence
 - a. Thank you poster from Tot Camp – Captain Nate Baxley and Engineer Wes Row
 - b. Thank you from 2024 Summer Algebra Institute Team – Prevention Specialist Alyssa Alvarez, Engineer Arly Allen, Captain Marcus Lillard, Engineer Jesus Barron, Captain Tony Freeman
2. Committee Reports
 - a. Fire Station Ad-Hoc Committee (*Maynor, Akana*) – nothing to report
 - b. AVFA, L4981, AFD Relations Ad-Hoc Committee (*Maynor*) – nothing to report
 - c. FY 2024/25 Budget Committee (*Johnson, Loudenslager*) – nothing to report
 - d. Chief's Evaluation Committee (*Loudenslager, Mendosa*) – nothing to report
3. Fire Chief's Monthly Report – Chief Emmons read his monthly report aloud. The Chief commented on the Round Up event that occurred in August through McKinleyville Home Center with the District receiving a donation check for \$1698.69. Captain Marcus Lillard spoke to one of the notable incidents.
4. Director Matters – Director Akana provided comments.

ADJOURNMENT

Following a motion by Director Mendosa and a second by Director Akana, President Loudenslager adjourned the meeting at 7:11pm.

The next Regular Meeting is scheduled for October 8, 2024, at the Arcata Downtown Station Classroom, 631 9th Street in Arcata at 5:30 pm.

Respectfully submitted,

Katie Hill,
Clerk of the Board

DRAFT

9:24 AM

10/03/24

Accrual Basis

Arcata Fire Protection District
Interest Earned Fiscal Year to Date
 July through September 2024

Type	Date	Memo	Split	Amount
USE OF MONEY & PROPERTY				
800190 · Interest Income				
Deposit	07/28/2024	Interest	Contingency Fund	2,178.49
Deposit	07/28/2024	Interest	PERS Contingency Fund	3,087.81
Deposit	07/28/2024	Interest	Vehicle Replacement Fund	4,222.80
Deposit	07/31/2024	Interest	CalTRUST	11,919.03
Deposit	07/31/2024	Interest	CCCU Liquid Assets	150.78
Deposit	07/31/2024	Interest	CCCU Checking	127.16
Deposit	07/31/2024	Interest	RCB - Business Savings	26.23
Deposit	07/31/2024	Interest	RCB - Business Checking	2.74
Deposit	08/30/2024	Interest	CalTRUST	6,316.43
Deposit	08/30/2024	Interest	PERS Contingency Fund	3,758.06
Deposit	08/30/2024	Interest	Contingency Fund	2,689.76
Deposit	08/30/2024	Interest	Vehicle Replacement Fund	4,742.33
Deposit	08/31/2024	Interest	RCB - Business Checking	33.05
Deposit	08/31/2024	Interest	CCCU Liquid Assets	0.16
Deposit	08/31/2024	Interest	CCCU Checking	47.84
Deposit	08/31/2024	Interest	RCB - Business Savings	101.71
Deposit	09/30/2024	Interest	CalTRUST	3,627.09
Deposit	09/30/2024	Interest	PERS Contingency Fund	4,066.44
Deposit	09/30/2024	Interest	Vehicle Replacement Fund	4,878.08
Deposit	09/30/2024	Interest	Contingency Fund	2,934.98
Total 800190 · Interest Income				54,910.97
Total USE OF MONEY & PROPERTY				54,910.97
TOTAL				54,910.97

**Arcata Fire Protection District
Profit & Loss Budget vs. Actual**

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE				
101117 · Property Tax - Current Secured	650,000.01	649,999.97	0.04	100.0%
102500 · Property Tax-Current Unsecured	22,500.00	22,500.00	0.00	100.0%
103500 · Property Tax-Prior Yrs Secured	0.00	14,500.03	-14,500.03	0.0%
105110 · Property Tax-Prior Yrs Unsecure	14,499.99	250.03	14,249.96	5,799.3%
800040 · Supplemental Taxes-Current	3,000.00	3,000.00	0.00	100.0%
105900 · Supplemental Taxes-Prior Yrs	1,250.01	1,249.97	0.04	100.0%
113100 · State Timber Tax	0.00	900.00	-900.00	0.0%
800050 · Property Assessments	930,999.99	931,000.03	-0.04	100.0%
Total TAX REVENUE	1,622,250.00	1,623,400.03	-1,150.03	99.9%
USE OF MONEY & PROPERTY				
800190 · Interest Income	54,910.97	48,750.00	6,160.97	112.6%
Total USE OF MONEY & PROPERTY	54,910.97	48,750.00	6,160.97	112.6%
INTERGOVERNMENTAL				
525110 · Homeowners Property Tax Relief	0.00	0.00	0.00	0.0%
800600 · Other Government Agencies				
NCQUAMD	0.00	700.00	-700.00	0.0%
Proposition 172 Disbursement	0.00	8,700.00	-8,700.00	0.0%
Total 800600 · Other Government Agencies	0.00	9,400.00	-9,400.00	0.0%
800950 · Firefighting Reimbursements	24,712.47			
Total INTERGOVERNMENTAL	24,712.47	9,400.00	15,312.47	262.9%
CHARGES FOR SERVICES				
800155 · Prevention Fees	3,477.00	3,000.00	477.00	115.9%
800156 · R1/R2 Inspection Fees	11,679.55	11,250.00	429.55	103.8%
800700 · Other Services	49.61			
800946 · Incident Revenue Recovery Fees	2,838.09	2,500.03	338.06	113.5%
Total CHARGES FOR SERVICES	18,044.25	16,750.03	1,294.22	107.7%
MISCELLANEOUS REVENUES				
800920 · Sale of Fixed Assets	0.00	10,000.00	-10,000.00	0.0%
800940 · Other Revenue				
Donations	12,698.69			
Other Revenue Unclassified	0.00	1,000.00	-1,000.00	0.0%
800940 · Other Revenue - Other	12.00			
Total 800940 · Other Revenue	12,710.69	1,000.00	11,710.69	1,271.1%
800941 · Refunds	3,891.23	0.00	3,891.23	100.0%
800942 · Incident Reports	70.00	200.00	-130.00	35.0%
Total MISCELLANEOUS REVENUES	16,671.92	11,200.00	5,471.92	148.9%
Total Income	1,736,589.61	1,709,500.06	27,089.55	101.6%
Gross Profit	1,736,589.61	1,709,500.06	27,089.55	101.6%

**Arcata Fire Protection District
Profit & Loss Budget vs. Actual**

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Expense				
SALARIES & EMPLOYEE BENEFITS				
5010 · Salaries & Wages				
5010.1 · Full-Time	389,304.35	483,249.99	-93,945.64	80.6%
5010.2 · CTO Payout	139,454.55	96,750.00	42,704.55	144.1%
5010.3 · Settlement Pay/Vacation	13,531.96	30,000.00	-16,468.04	45.1%
5010.4 · Holiday Pay	3,252.48	46,000.00	-42,747.52	7.1%
5010.5 · Deferred Compensation	19,600.00	14,250.00	5,350.00	137.5%
5010.6 · Part-Time (Hourly)	15,081.87	17,750.01	-2,668.14	85.0%
5010.7 · CalFire/OES Pay	5,151.21	0.00	5,151.21	100.0%
5010 · Salaries & Wages - Other	0.00	0.00	0.00	0.0%
Total 5010 · Salaries & Wages	585,376.42	688,000.00	-102,623.58	85.1%
5020 · Retirement				
5020.1 · CalPERS Retirement	136,492.88	136,500.00	-7.12	100.0%
5020.2 · Social Securiry	1,157.65	999.99	157.66	115.8%
5020.3 · Medicare	9,492.52	7,250.01	2,242.51	130.9%
5020.4 · CalPERS UAL Payment	102,976.00	190,000.00	-87,024.00	54.2%
Total 5020 · Retirement	250,119.05	334,750.00	-84,630.95	74.7%
5030 · Group Insurance				
5030.1 · Health (Current Employees)	131,499.94	162,999.99	-31,500.05	80.7%
5030.2 · Health (Retirees)	83,169.61	80,499.99	2,669.62	103.3%
5030.3 · Retiree Health Admin Fees	577.60	624.99	-47.39	92.4%
5030.4 · Dental, Vision & Life	9,742.43	12,750.00	-3,007.57	76.4%
5030.5 · Air Ambulance	0.00	3,000.00	-3,000.00	0.0%
5030.6 · Long Term Disability	2,465.00	2,000.01	464.99	123.2%
Total 5030 · Group Insurance	227,454.58	261,874.98	-34,420.40	86.9%
5033 · Unemployment Insurance	0.00	0.00	0.00	0.0%
5035 · Worker's Compensation				
5035.1 · Primary	113,623.67	43,000.00	70,623.67	264.2%
5035.2 · Excess	0.00	30,000.00	-30,000.00	0.0%
5035.3 · Admin Fee	19,750.15	15,000.00	4,750.15	131.7%
Total 5035 · Worker's Compensation	133,373.82	88,000.00	45,373.82	151.6%
SALARIES & EMPLOYEE BENEFITS - Other	110,843.48			
Total SALARIES & EMPLOYEE BENEFITS	1,307,167.35	1,372,624.98	-65,457.63	95.2%
SERVICE & SUPPLIES				
5050 · Clothing & Personal Supplies				
5050.1 · Uniforms	3,513.71	20,000.00	-16,486.29	17.6%
5050.2 · Station Boots	0.00	2,000.00	-2,000.00	0.0%
5050.3 · PPE - Structure	2,217.42	12,000.00	-9,782.58	18.5%
5050.4 · PPE - Wildland	0.00	5,000.00	-5,000.00	0.0%
5050.5 · VLU Team	0.00	1,000.00	-1,000.00	0.0%
5050.6 · Shields & Badges	209.04	2,000.00	-1,790.96	10.5%
Total 5050 · Clothing & Personal Supplies	5,940.17	42,000.00	-36,059.83	14.1%
5060 · Communications				
5060.1 · Phones - Landline & Cellular	3,854.48	3,500.01	354.47	110.1%
5060.2 · Alarm Monitoring				
Arcata Station	217.50			
Mad River Station	210.00			
McKinleyville Station	224.74			
5060.2 · Alarm Monitoring - Other	0.00	875.01	-875.01	0.0%
Total 5060.2 · Alarm Monitoring	652.24	875.01	-222.77	74.5%
5060.3 · Communications - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFA Radio System	0.00	1,500.00	-1,500.00	0.0%
5060.5 · Cable TV & Internet	3,468.72	3,375.00	93.72	102.8%
Total 5060 · Communications	7,975.44	9,750.02	-1,774.58	81.8%
5080 · Food				
5080.1 · Food & Rehab Supplies	485.19	1,000.00	-514.81	48.5%
5080.2 · Drinking Water	535.99	1,000.00	-464.01	53.6%
5080 · Food - Other	160.00			
Total 5080 · Food	1,181.18	2,000.00	-818.82	59.1%
5090 · Household Expenses				
5090.1 · Station Supplies				
Arcata Station	295.16			

Arcata Fire Protection District Profit & Loss Budget vs. Actual

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Mad River Station	623.40			
McKinleyville Station	973.86			
5090.1 · Station Supplies - Other	0.00	1,249.97	-1,249.97	0.0%
Total 5090.1 · Station Supplies	1,892.42	1,249.97	642.45	151.4%
5090.2 · Garbage Service				
Arcata Station	147.28			
Mad River Station	147.28			
McKinleyville Station	302.75			
5090.2 · Garbage Service - Other	293.01	1,249.97	-956.96	23.4%
Total 5090.2 · Garbage Service	890.32	1,249.97	-359.65	71.2%
5090.3 · Station Furniture				
Mad River Station	2,878.23			
McKinleyville Station	1,925.57			
5090.3 · Station Furniture - Other	0.00	5,000.00	-5,000.00	0.0%
Total 5090.3 · Station Furniture	4,803.80	5,000.00	-196.20	96.1%
Total 5090 · Household Expenses	7,586.54	7,499.94	86.60	101.2%
5100 · Liability Insurance				
5100.1 · Liability Insurance	61,214.00	52,000.00	9,214.00	117.7%
Total 5100 · Liability Insurance	61,214.00	52,000.00	9,214.00	117.7%
5120 · Maintenance - Equipment				
5120.1 · Vehicles				
215 · 2016 Chevy 1500	208.08			
214 · 2020 Chevy 1500	862.32			
210 · 2010 F-150	82.23			
212 · 2015 Spark	136.30			
108 · 2007 Ferrara	20,895.15			
113 · 2011 Ferrara (1)	199.41			
112 · 2011 Ferrara (2)	2,543.66			
116 · 2022 Pierce	1,489.02			
117 · 2004 WestMark	14.64			
115 · 2018 John Deere	17.24			
5120.1 · Vehicles - Other	0.00	100,000.00	-100,000.00	0.0%
Total 5120.1 · Vehicles	26,448.05	100,000.00	-73,551.95	26.4%
5120.2 · Hose & Ladder Testing	0.00	6,500.00	-6,500.00	0.0%
5120.3 · Hose Repair	0.00	0.00	0.00	0.0%
5120.4 · SCBA	2,208.42	8,000.00	-5,791.58	27.6%
5120.5 · Hydraulic Rescue Tools	0.00	3,000.00	-3,000.00	0.0%
5120.6 · Power Tools	386.69	2,000.00	-1,613.31	19.3%
5120.7 · AED & LUCAS	0.00	8,100.00	-8,100.00	0.0%
5120.8 · Fire Extinguishers	318.89	1,000.00	-681.11	31.9%
5120.9 · Miscellaneous Equipment	768.18	1,000.00	-231.82	76.8%
5120.10 · Small Instrument Repair & Test	0.00	3,000.00	-3,000.00	0.0%
5120 · Maintenance - Equipment - Other	3,387.69			
Total 5120 · Maintenance - Equipment	33,517.92	132,600.00	-99,082.08	25.3%
5121 · Maintenance - Electronics				
5121.1 · Computers	3,651.97	1,000.00	2,651.97	365.2%
5121.2 · Radios, Pagers & FireCom	226.84	1,000.00	-773.16	22.7%
5121.3 · Batteries (non-household)	378.00	1,500.00	-1,122.00	25.2%
Total 5121 · Maintenance - Electronics	4,256.81	3,500.00	756.81	121.6%
5130 · Maintenance-Buildings & Grounds				
5130.1 · General Structure				
McKinleyville Station	150.52			
5130.1 · General Structure - Other	825.00	46,000.00	-45,175.00	1.8%
Total 5130.1 · General Structure	975.52	46,000.00	-45,024.48	2.1%
5130.2 · Grounds				
Bayside Property	250.00			
Mad River Station	44.22			
McKinleyville Station	15,348.45			
5130.2 · Grounds - Other	0.00	10,000.00	-10,000.00	0.0%
Total 5130.2 · Grounds	15,642.67	10,000.00	5,642.67	156.4%
5130.3 · Emergency Power	0.00	3,000.00	-3,000.00	0.0%
5130.4 · Pest Control				

**Arcata Fire Protection District
Profit & Loss Budget vs. Actual**

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Arcata Station	190.00			
Mad River Station	190.00			
McKinleyville Station	170.00			
5130.4 · Pest Control - Other	0.00	750.00	-750.00	0.0%
Total 5130.4 · Pest Control	550.00	750.00	-200.00	73.3%
Total 5130 · Maintenance-Buildings & Grounds	17,168.19	59,750.00	-42,581.81	28.7%
5140 · Medical Supplies				
5140.1 · EMS	677.05	1,500.00	-822.95	45.1%
5140.2 · AED & Lucas	0.00	124.97	-124.97	0.0%
Total 5140 · Medical Supplies	677.05	1,624.97	-947.92	41.7%
5150 · Memberships				
5150.1 · Dues				
CalChiefs	1,008.00			
FDAC	375.00			
5150.1 · Dues - Other	166.50	3,000.00	-2,833.50	5.6%
Total 5150.1 · Dues	1,549.50	3,000.00	-1,450.50	51.7%
Total 5150 · Memberships	1,549.50	3,000.00	-1,450.50	51.7%
5160 · Miscellaneous Expense				
5160.1 · Uncategorized Misc. Expense	0.00	2,500.00	-2,500.00	0.0%
Total 5160 · Miscellaneous Expense	0.00	2,500.00	-2,500.00	0.0%
5170 · Office Expense				
5170.1 · Office Supplies	101.48	1,000.03	-898.55	10.1%
5170.2 · Postage	268.94	2,000.00	-1,731.06	13.4%
5170.3 · Software				
CAD Interface	2,400.00	2,000.00	400.00	120.0%
eDispatches	0.00	2,000.00	-2,000.00	0.0%
Miscellaneous	0.00	500.00	-500.00	0.0%
Parcel Quest	2,399.00	2,400.00	-1.00	100.0%
Quickbooks	0.00	2,000.00	-2,000.00	0.0%
Records Management	0.00	4,700.00	-4,700.00	0.0%
Scheduling Program	0.00	3,500.00	-3,500.00	0.0%
Total 5170.3 · Software	4,799.00	17,100.00	-12,301.00	28.1%
5170.4 · Subscription Periodicals	0.00	100.00	-100.00	0.0%
5170 · Office Expense - Other	114.41			
Total 5170 · Office Expense	5,283.83	20,200.03	-14,916.20	26.2%
5180 · Professional & Special Services				
5180.1 · Legal	13,998.50	4,999.97	8,998.53	280.0%
5180.2 · Human Resources	0.00	10,000.00	-10,000.00	0.0%
5180.3 · Medical Exam & Drug Screening	0.00	20,000.00	-20,000.00	0.0%
5180.4 · Background Checks	549.00	5,000.00	-4,451.00	11.0%
5180.5 · Audit (Financial)	0.00	11,000.00	-11,000.00	0.0%
5180.6 · Accountant & Bookkeeping	1,532.00	10,000.00	-8,468.00	15.3%
5180.7 · GASB Reporting	1,750.00	7,000.00	-5,250.00	25.0%
5180.8 · IT	6,180.00	8,749.97	-2,569.97	70.6%
5180.9 · Webpage Hosting	5,172.00	1,300.03	3,871.97	397.8%
5180.10 · Subscriptions	40.00	2,700.00	-2,660.00	1.5%
5180.11 · Miscellaneous	0.00	500.00	-500.00	0.0%
5180.12 · Financial Consulting	0.00	5,000.00	-5,000.00	0.0%
5180.13 · Video Production	220.00	250.03	-30.03	88.0%
Total 5180 · Professional & Special Services	29,441.50	86,500.00	-57,058.50	34.0%
5190 · Publications & Legal Notices				
5190.1 · Publications & Notices	0.00	1,000.00	-1,000.00	0.0%
5190 · Publications & Legal Notices - Other	130.00			
Total 5190 · Publications & Legal Notices	130.00	1,000.00	-870.00	13.0%
5200 · Rent & Leases - Equipment				
5200.1 · Copier	2,135.31	2,074.97	60.34	102.9%
Total 5200 · Rent & Leases - Equipment	2,135.31	2,074.97	60.34	102.9%
5210 · Rent & Leases - Structures				
5210.1 · 631 9th Street	42,710.00	30,000.00	12,710.00	142.4%
Total 5210 · Rent & Leases - Structures	42,710.00	30,000.00	12,710.00	142.4%

**Arcata Fire Protection District
Profit & Loss Budget vs. Actual**

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
5230 · Special District Expense				
5230.1 · Property Tax Admin Fee	0.00	80,000.00	-80,000.00	0.0%
5230.2 · Tax Roll Direct Charge Fee	0.00	14,000.00	-14,000.00	0.0%
5230.3 · LAFCO Annual Fee	0.00	4,000.00	-4,000.00	0.0%
5230.4 · Assessment Adjustments/Refunds	0.00	0.00	0.00	0.0%
5230.5 · Public Education Supplies	0.00	1,500.00	-1,500.00	0.0%
5230.6 · Certifications	166.28	1,000.00	-833.72	16.6%
5230.7 · Recruitment	0.00	0.00	0.00	0.0%
5230.8 · Bank Fees	112.00	4,200.00	-4,088.00	2.7%
5230.9 · Recognition Awards	80.00	2,000.00	-1,920.00	4.0%
5230.10 · Health & Wellness	0.00	5,300.00	-5,300.00	0.0%
5230.11 · Public Outreach	1,325.77	1,000.00	325.77	132.6%
5230.13 · HCFCFA Air Trailer Annual Fee	0.00	1,000.00	-1,000.00	0.0%
5230.14 · Staff Training	2,210.00	15,000.00	-12,790.00	14.7%
5230.15 · Training Supplies	205.81	1,000.00	-794.19	20.6%
5230.16 · Grant Management	0.00	0.00	0.00	0.0%
Total 5230 · Special District Expense	4,099.86	130,000.00	-125,900.14	3.2%
5250 · Transportation & Travel				
5250.1 · Fuel				
Mad River Station				
Diesel	8,103.24			
Total Mad River Station	8,103.24			
McKinleyville Station	2,847.36			
5250.1 · Fuel - Other	1,680.72	18,499.97	-16,819.25	9.1%
Total 5250.1 · Fuel	12,631.32	18,499.97	-5,868.65	68.3%
5250.2 · Lodging	0.00	3,000.00	-3,000.00	0.0%
5250.3 · Per Diem Reimbursement	0.00	7,000.00	-7,000.00	0.0%
5250.4 · Travel Costs	663.78	10,000.00	-9,336.22	6.6%
Total 5250 · Transportation & Travel	13,295.10	38,499.97	-25,204.87	34.5%
5260 · Utilities				
5260.1 · PG & E				
Arcata Station	3,160.02			
Mad River Station	1,116.49			
McKinleyville Station	4,566.06			
5260.1 · PG & E - Other	0.00	8,925.00	-8,925.00	0.0%
Total 5260.1 · PG & E	8,842.57	8,925.00	-82.43	99.1%
5260.2 · Water & Sewer				
Arcata Station	583.21			
Mad River Station	786.43			
McKinleyville Station	707.74			
5260.2 · Water & Sewer - Other	0.00	1,600.03	-1,600.03	0.0%
Total 5260.2 · Water & Sewer	2,077.38	1,600.03	477.35	129.8%
Total 5260 · Utilities	10,919.95	10,525.03	394.92	103.8%
5370 · Minor Equipment Purchases				
5370.1 · Fire Hose	0.00	6,500.00	-6,500.00	0.0%
5370.2 · Fire Equipment & Fabrication	0.00	4,000.00	-4,000.00	0.0%
5310.3 · Computers & Electronics	872.75	8,000.00	-7,127.25	10.9%
5370.4 · Small Tools	0.00	1,000.00	-1,000.00	0.0%
5370.5 · Power Tools	0.00	1,000.00	-1,000.00	0.0%
Total 5370 · Minor Equipment Purchases	872.75	20,500.00	-19,627.25	4.3%
Total SERVICE & SUPPLIES	249,955.10	655,524.93	-405,569.83	38.1%
OTHER EXPENDITURES				
Capital Expense				
Equipment/Vehicles	0.00	0.00	0.00	0.0%
Total Capital Expense	0.00	0.00	0.00	0.0%
Debt Service				
2021 UAL Refinance - Interest	57,882.50	119,437.00	-61,554.50	48.5%
2021 UAL Refinance - Principal	276,000.00	268,000.00	8,000.00	103.0%
2022 Engine Purchase - Interest	7,365.73	15,000.00	-7,634.27	49.1%
2022 Engine Purchase- Principal	50,380.09	100,183.00	-49,802.91	50.3%
Debt Issue Costs	254.50			
Total Debt Service	391,882.82	502,620.00	-110,737.18	78.0%

**Arcata Fire Protection District
Profit & Loss Budget vs. Actual**

July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Reserve Fund Transfers - Out				
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	261,816.00	-261,816.00	0.0%
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Total Reserve Fund Transfers - Out	0.00	661,816.00	-661,816.00	0.0%
Total OTHER EXPENDITURES	391,882.82	1,164,436.00	-772,553.18	33.7%
Total Expense	1,949,005.27	3,192,585.91	-1,243,580.64	61.0%
Net Ordinary Income	-212,415.66	-1,483,085.85	1,270,670.19	14.3%
Net Income	-212,415.66	-1,483,085.85	1,270,670.19	14.3%

Arcata Fire Protection District
Statement of Cash Flows
September 2024

	<u>Sep 24</u>
OPERATING ACTIVITIES	
Net Income	209,141.98
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	-1,044.88
Acct. Recv. - County Treasury	2,624,642.88
2000 · ACCOUNTS PAYABLE	-164,018.62
US BANK	-7,857.01
US BANK:Allen	98.00
US BANK:Hill	3,561.01
US BANK:Emmons	140.08
US BANK:Johnson	1,492.45
US BANK:Manousos	84.34
US BANK:Padula	475.00
US BANK:R. McDonald	1,264.09
US BANK:Rheinschmidt	8.04
2100 · Payroll Liabilities:Survivor Benefit	-2.79
Net cash provided by Operating Activities	<u>2,667,984.57</u>
Net cash increase for period	2,667,984.57
Cash at beginning of period	<u>8,044,141.55</u>
Cash at end of period	<u><u>10,712,126.12</u></u>

Arcata Fire Protection District
Balance Sheet
 As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
RCB - Business Savings	119,811.48
RCB - Business Checking	355,542.37
CalTRUST	3,757,750.32
CCCU Checking	45,907.71
CCCU Liquid Assets	150.94
CCCU Savings	25.00
Contingency Fund	683,757.58
County Treasury	3,665,392.88
PERS Contingency Fund	947,350.22
Vehicle Replacement Fund	1,136,437.62
	10,712,126.12
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	76,438.24
	76,438.24
Other Current Assets	
Acct. Recv. - County Treasury	-1,543,142.88
Interest Receivable	15,000.00
Prepaid Expense	89,792.80
	-1,438,350.08
Total Current Assets	9,350,214.28
Fixed Assets	
Accumulated Depreciation	-2,615,294.00
Buildings & Improvements	2,395,484.62
Equipment	4,367,599.56
Land	224,630.00
	4,372,420.18
Other Assets	
HAF WRCF Grant Receivable	910,000.00
Deferred Outflows - OPEB	1,336,195.00
Deferred Outflows - PENSION	3,186,087.00
	5,432,282.00
TOTAL ASSETS	19,154,916.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	62,452.03
	62,452.03

Arcata Fire Protection District
Balance Sheet
As of September 30, 2024

	<u>Sep 30, 24</u>
Credit Cards	
US BANK	8,777.39
Total Credit Cards	<u>8,777.39</u>
Other Current Liabilities	
Accounts Payable 2	10,000.00
Accrued Expenses - OTHER	72,717.88
Accrued Interest Expense	54,659.92
Compensation Time Off (CTO)	55,917.31
WAGES PAYABLE	91,262.79
2100 · Payroll Liabilities	
Survivor Benefit	37.20
2100 · Payroll Liabilities - Other	8,824.52
Total 2100 · Payroll Liabilities	<u>8,861.72</u>
Total Other Current Liabilities	<u>293,419.62</u>
Total Current Liabilities	364,649.04
Long Term Liabilities	
Webster Bank-Fire Engine Loan	1,018,000.00
West America Bank - Engine loan	535,821.08
Accrued Employee Benefits	126,217.69
Deferred Inflows - OPEB	3,159,498.00
Deferred Inflows - PENSION	2,727,191.00
Net Pension Liability	2,992,322.00
OPEB Liability	9,025,949.00
Webster Bank	4,225,000.00
Total Long Term Liabilities	<u>23,809,998.77</u>
Total Liabilities	24,174,647.81
Equity	
32000 · *Retained Earnings	2,690,255.61
Investment in Fixed Assets	2,818,599.10
3900 · RETAINED EARNINGS	-10,316,170.40
Net Income	-212,415.66
Total Equity	<u>-5,019,731.35</u>
TOTAL LIABILITIES & EQUITY	<u><u>19,154,916.46</u></u>

Arcata Fire Protection District
Expenses by Vendor Detail
September 2024

Type	Date	Memo	Account	Amount	Balance
ACCESS HUMBOLDT					
Bill	09/05/2024	August Board ...	5180.13 · Video Prod...	55.00	55.00
Total ACCESS HUMBOLDT				55.00	55.00
ADVANCED SECURITY					
Bill	09/01/2024	Servce from 0...	Arcata Station	217.50	217.50
Bill	09/01/2024	Servce from 0...	Mad River Station	210.00	427.50
Bill	09/01/2024	Servce from 0...	McKinleyville Station	210.00	637.50
Total ADVANCED SECURITY				637.50	637.50
AMAZON					
Credit Card Charge	09/05/2024	Vacuum	McKinleyville Station	83.56	83.56
Credit Card Charge	09/05/2024	Slow moving v...	115 · 2018 John Deere	17.24	100.80
Credit Card Credit	09/11/2024	Return of (2) u...	5050.1 · Uniforms	-31.83	68.97
Credit Card Charge	09/12/2024	(3) Stanchions...	McKinleyville Station	96.53	165.50
Credit Card Charge	09/19/2024	Office supplie...	5170.1 · Office Suppl...	51.45	216.95
Credit Card Credit	09/23/2024	Return of bins ...	5170.1 · Office Suppl...	-32.09	184.86
Total AMAZON				184.86	184.86
ARCATA PROF. FIREFIGHTERS, LOCAL 4981					
Bill	09/09/2024	(2) Polo Shirts...	5050.1 · Uniforms	92.00	92.00
Bill	09/10/2024	(2) Polo Shirts...	5050.1 · Uniforms	138.00	230.00
Bill	09/23/2024	Peabody Unif...	5050.1 · Uniforms	170.00	400.00
Total ARCATA PROF. FIREFIGHTERS, LOCAL 4981				400.00	400.00
ARCATA VOLUNTEER FIREFIGHTERS ASSOC.					
Bill	09/01/2024	October Rent	5210.1 · 631 9th Street	10,210.00	10,210.00
Bill	09/09/2024	September Re...	5210.1 · 631 9th Street	2,500.00	12,710.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				12,710.00	12,710.00
ARLY ALLEN					
Bill	09/05/2024	Registration fo...	5230.14 · Staff Traini...	775.00	775.00
Bill	09/05/2024	Airfare for Res...	5250.4 · Travel Costs	663.78	1,438.78
Total ARLY ALLEN				1,438.78	1,438.78
AT&T- CAL NET 3					
Bill	09/19/2024	Service Period...	5060.1 · Phones - La...	208.84	208.84
Total AT&T- CAL NET 3				208.84	208.84
B&B PORTABLE TOILETS LLC					
Credit Card Charge	09/19/2024	PORTABLE T...	McKinleyville Station	291.28	291.28
Total B&B PORTABLE TOILETS LLC				291.28	291.28
BAUER COMPRESSORS, INC.					
Bill	09/05/2024	Annual Servic...	5120.4 · SCBA	1,818.22	1,818.22
Total BAUER COMPRESSORS, INC.				1,818.22	1,818.22
CAL PERS					
Liability Check	09/13/2024	Employer Paid...	5020.1 · CalPERS R...	26,608.16	26,608.16
Liability Check	09/27/2024	Employer Paid...	5020.1 · CalPERS R...	24,500.15	51,108.31
Total CAL PERS				51,108.31	51,108.31

Arcata Fire Protection District
Expenses by Vendor Detail
 September 2024

Type	Date	Memo	Account	Amount	Balance
CalPERS 457 PLAN					
Liability Check	09/13/2024	Employer Mat...	5010.5 · Deferred Co...	2,500.00	2,500.00
Liability Check	09/27/2024	Employer Mat...	5010.5 · Deferred Co...	2,500.00	5,000.00
Total CalPERS 457 PLAN				5,000.00	5,000.00
CITY OF ARCATA					
Bill	09/07/2024	Service Period...	Mad River Station	187.08	187.08
Bill	09/25/2024	Annual Storm ...	Mad River Station	168.71	355.79
Total CITY OF ARCATA				355.79	355.79
COASTAL BUSINESS SYSTEMS, INC					
Bill	09/16/2024	Copier and (2)...	5200.1 · Copier	723.58	723.58
Total COASTAL BUSINESS SYSTEMS, INC				723.58	723.58
CORE					
Bill	09/30/2024	Psych Exam f...	5180.4 · Background...	500.00	500.00
Total CORE				500.00	500.00
DEPARTMENT OF JUSTICE					
Bill	09/06/2024	Fingerprint fee...	5180.4 · Background...	49.00	49.00
Total DEPARTMENT OF JUSTICE				49.00	49.00
El Dorado Hills Fire District					
Credit Card Charge	09/27/2024	Chief Fire Offi...	5230.14 · Staff Traini...	475.00	475.00
Total El Dorado Hills Fire District				475.00	475.00
EUREKA RUBBER STAMP					
Bill	09/13/2024	Parking Sign	McKinleyville Station	66.50	66.50
Total EUREKA RUBBER STAMP				66.50	66.50
FIRE PREVENTION CLASSES LLC					
Credit Card Credit	09/19/2024	Fire Inspector ...	5230.14 · Staff Traini...	-399.00	-399.00
Total FIRE PREVENTION CLASSES LLC				-399.00	-399.00
FIRE RISK MANAGEMENT SERVICES					
Bill	09/10/2024	October 2024	5030.4 · Dental, Visi...	2,802.84	2,802.84
Total FIRE RISK MANAGEMENT SERVICES				2,802.84	2,802.84
FLEETPRIDE					
Bill	09/09/2024	Coolant	117 · 2004 WestMark	14.64	14.64
Bill	09/30/2024	Green flag du...	112 · 2011 Ferrara (2)	107.26	121.90
Total FLEETPRIDE				121.90	121.90
GALLS					
Credit Card Charge	09/19/2024	PEABODY N...	5050.1 · Uniforms	21.13	21.13
Total GALLS				21.13	21.13
GRAINGER					
Credit Card Charge	09/16/2024	Lock box for 8...	210 · 2010 F-150	63.80	63.80
Total GRAINGER				63.80	63.80

Arcata Fire Protection District
Expenses by Vendor Detail
September 2024

Type	Date	Memo	Account	Amount	Balance
HART INVESTIGATIONS					
Bill	09/16/2024	Admin Investi...	5180.1 · Legal	2,289.20	2,289.20
Total HART INVESTIGATIONS				2,289.20	2,289.20
HENSELS					
Bill	09/05/2024	Lawncare sup...	Mad River Station	20.60	20.60
Bill	09/08/2024	Bug zapper ra...	Mad River Station	15.18	35.78
Bill	09/20/2024	Clog remover,...	Mad River Station	25.58	61.36
Bill	09/23/2024	Paint for photo...	5230.11 · Public Out...	96.45	157.81
Bill	09/30/2024	Puty knife and...	Arcata Station	5.19	163.00
Total HENSELS				163.00	163.00
HUMBOLDT FASTENERS					
Credit Card Charge	09/11/2024	SCENE LIGH...	5120.9 · Miscellaneo...	768.18	768.18
Total HUMBOLDT FASTENERS				768.18	768.18
HUMBOLDT SANITATION					
Bill	09/26/2024	Landscape cle...	McKinleyville Station	744.80	744.80
Total HUMBOLDT SANITATION				744.80	744.80
INFINITE CONSULTING SERVICES					
Bill	09/01/2024	Monthly Servi...	5180.8 · IT	3,200.00	3,200.00
Total INFINITE CONSULTING SERVICES				3,200.00	3,200.00
JACKSON & EKLUND					
Bill	09/03/2024	Accounting Se...	5180.6 · Accountant ...	1,532.00	1,532.00
Total JACKSON & EKLUND				1,532.00	1,532.00
JOES GREEN BARN					
Credit Card Charge	09/11/2024	Admin staff bri...	5080 · Food	92.08	92.08
Total JOES GREEN BARN				92.08	92.08
L.N. CURTIS AND SONS					
Bill	09/16/2024	(8) 6" Zinc Ins...	5120 · Maintenance -...	142.57	142.57
Bill	09/16/2024	Invoice INV86...	5120 · Maintenance -...	661.36	803.93
Total L.N. CURTIS AND SONS				803.93	803.93
LES SCHWAB TIRE					
Bill	09/06/2024	Flat Tire Repair	212 · 2015 Spark	20.00	20.00
Total LES SCHWAB TIRE				20.00	20.00
MCK. COMM. SERVICES DISTRICT					
Bill	09/11/2024	McK DVC Ser...	McKinleyville Station	25.76	25.76
Bill	09/11/2024	Service Period...	McKinleyville Station	197.66	223.42
Total MCK. COMM. SERVICES DISTRICT				223.42	223.42
MCKINLEYVILLE ACE HARDWARE					
Bill	09/08/2024	Broom/dustpa...	McKinleyville Station	30.12	30.12
Total MCKINLEYVILLE ACE HARDWARE				30.12	30.12

Arcata Fire Protection District
Expenses by Vendor Detail
 September 2024

Type	Date	Memo	Account	Amount	Balance
MCKINLEYVILLE OFFICE SUPPLY					
Bill	09/16/2024	Postage for s...	5170.2 · Postage	36.65	36.65
Bill	09/16/2024	Fax for PERS ...	5170 · Office Expense	2.50	39.15
Bill	09/23/2024	Postage for da...	5170.2 · Postage	69.24	108.39
Total MCKINLEYVILLE OFFICE SUPPLY				108.39	108.39
MIDAMERICA HRA					
Bill	09/18/2024	October HRA	5030.2 · Health (Reti...	24,801.19	24,801.19
Total MIDAMERICA HRA				24,801.19	24,801.19
NORTH COAST APPLIANCE					
Credit Card Charge	09/03/2024	Washer and D...	McKinleyville Station	1,492.45	1,492.45
Credit Card Charge	09/03/2024	Dishwasher	Mad River Station	684.00	2,176.45
Total NORTH COAST APPLIANCE				2,176.45	2,176.45
NORTHWEST SAFETY CLEAN					
Credit Card Charge	09/27/2024	NFPA Advanc...	5050.3 · PPE - Struc...	1,791.24	1,791.24
Total NORTHWEST SAFETY CLEAN				1,791.24	1,791.24
NORTHWOOD AUTO PLAZA					
Credit Card Charge	09/25/2024	Vehicle maint...	212 · 2015 Spark	34.95	34.95
Total NORTHWOOD AUTO PLAZA				34.95	34.95
OFFICE DEPOT					
Bill	09/05/2024	Bathroom pap...	McKinleyville Station	82.31	82.31
Total OFFICE DEPOT				82.31	82.31
OPTIMUM					
Credit Card Charge	09/23/2024	Service Period...	5060.5 · Cable TV & ...	1,156.24	1,156.24
Total OPTIMUM				1,156.24	1,156.24
PACIFIC GAS AND ELECTRIC					
Bill	09/06/2024	Service period...	Arcata Station	952.49	952.49
Bill	09/19/2024	Service Period...	Mad River Station	368.95	1,321.44
Total PACIFIC GAS AND ELECTRIC				1,321.44	1,321.44
PER					
Credit Card Charge	09/18/2024	PER Members...	5180.10 · Subscriptio...	10.00	10.00
Total PER				10.00	10.00
PERS / HEALTH					
Bill	09/16/2024	October Healt...	5030.1 · Health (Curr...	39,154.27	39,154.27
Bill	09/16/2024	October Healt...	5030.2 · Health (Reti...	5,727.46	44,881.73
Bill	09/16/2024	October Healt...	5030.1 · Health (Curr...	93.97	44,975.70
Bill	09/16/2024	October Healt...	5030.3 · Retiree Hea...	73.27	45,048.97
Total PERS / HEALTH				45,048.97	45,048.97
POST HASTE					
Credit Card Charge	09/04/2024	Fax of backgr...	5170.1 · Office Suppl...	8.97	8.97
Total POST HASTE				8.97	8.97

Arcata Fire Protection District
Expenses by Vendor Detail
 September 2024

Type	Date	Memo	Account	Amount	Balance
PROFESSIONAL IMAGE					
Credit Card Charge	09/20/2024	Name plates f...	5050.6 · Shields & B...	124.70	124.70
Total PROFESSIONAL IMAGE				124.70	124.70
REDWOOD CAPITAL BANK					
Check	09/18/2024	Paper stateme...	5230.8 · Bank Fees	2.00	2.00
Check	09/30/2024	Transfer funds...	5230.8 · Bank Fees	15.00	17.00
Total REDWOOD CAPITAL BANK				17.00	17.00
REDWOOD COAST FUELS (RELADYNE)					
Bill	09/24/2024	395 gal	Diesel	2,064.56	2,064.56
Bill	09/24/2024	455 gallons	McKinleyville Station	2,374.88	4,439.44
Total REDWOOD COAST FUELS (RELADYNE)				4,439.44	4,439.44
REDWOOD ELECTRONICS					
Credit Card Charge	09/23/2024	Pluggie repairs	5120 · Maintenance -...	83.82	83.82
Total REDWOOD ELECTRONICS				83.82	83.82
TEHAMA TIRE					
Bill	09/09/2024	New tires and ...	108 · 2007 Ferrara	2,499.94	2,499.94
Bill	09/26/2024	Invoice 01000...	5120 · Maintenance -...	2,499.94	4,999.88
Total TEHAMA TIRE				4,999.88	4,999.88
THE DONUT MILL					
Credit Card Charge	09/13/2024	Donuts for sta...	5080.1 · Food & Reh...	48.00	48.00
Total THE DONUT MILL				48.00	48.00
THE MILL YARD					
Bill	09/20/2024	Plywood for p...	5230.11 · Public Out...	98.46	98.46
Bill	09/30/2024	Mounting piec...	5230.11 · Public Out...	30.39	128.85
Total THE MILL YARD				128.85	128.85
THE STANDARD					
Bill	09/24/2024	October LTD	5030.6 · Long Term ...	580.00	580.00
Total THE STANDARD				580.00	580.00
UNITED STATES POSTAL SERVICE					
Credit Card Charge	09/17/2024	POSTAGE F...	5170.2 · Postage	8.04	8.04
Total UNITED STATES POSTAL SERVICE				8.04	8.04
VALLEY PACIFIC					
Bill	09/05/2024	Diesel Auto N...	Mad River Station	174.24	174.24
Credit	09/06/2024	Return of Far...	Mad River Station	-13.11	161.13
Credit	09/09/2024	Return of dies...	Mad River Station	-116.91	44.22
Total VALLEY PACIFIC				44.22	44.22
VISIONMARK NAMEPLATE COMPANY					
Credit Card Charge	09/04/2024	LABEL FOR P...	113 · 2011 Ferrara (1)	22.06	22.06
Total VISIONMARK NAMEPLATE COMPANY				22.06	22.06

9:31 AM
10/03/24
Accrual Basis

Arcata Fire Protection District
Expenses by Vendor Detail
September 2024

Type	Date	Memo	Account	Amount	Balance
WITMER PUBLIC SAFETY GROUP					
Credit Card Charge	09/02/2024	Captain Helm...	5050.6 · Shields & B...	84.34	84.34
Credit Card Charge	09/19/2024	CHIEF PEAB...	5050.1 · Uniforms	76.87	161.21
Total WITMER PUBLIC SAFETY GROUP				161.21	161.21
TOTAL				175,697.43	175,697.43

District Business

Date: October 8, 2024
To: Board of Directors, Arcata Fire District
From: Chris Emmons, Fire Chief
Subject: Consider Approving the Secured Property Tax Revenue Exchange Agreement with the County of Humboldt for the Annexation of Arcata Fire District Good Will Response Area

Discussion

The District Board held a public hearing on December 12, 2023, where they adopted a resolution of application (Res 23-297) to the Humboldt Local Agency Formation Commission (LAFCo) to annex the District's approximately 3,561 acre out-of-district goodwill response area. On March 20, 2024, LAFCo conditionally approved the annexation, which will support the improvement of essential community fire protection services for residents located along both Upper Jacoby Creek Road and Lower Fickle Hill Road.

The District has been working towards earning Tax Exchange Agreement Offer No. 2 and submitted a proposal outlining a plan to ensure that all expectations are met (see Exhibit 1 of Resolution). Based on Offer No. 2, the following estimates would apply:

- Base Transfer - Based on the total assessed value of land and improvements within the proposed annexation area provided by the Assessor, a total of twenty-three million eight hundred and forty-six thousand six hundred eighty dollars (\$23,846,680) in property tax revenue will be generated from the area in question.
 - Of that amount, the County of Humboldt would transfer a total of six thousand seven hundred and twenty-six dollars (\$6,726) in base property tax revenue to AFD, which represents 50% of AFD's average tax allocation factor (2.84479%) from within eight (8) Tax Rate Areas that are a part of the annexation area.
- Tax Increment or Growth - Each fiscal year (FY) thereafter, AFD would continue to receive the base amount and would receive its full share of the annual tax increment (5.68958125%), based on the growth in assessed value.

If a Tax Exchange Agreement is approved and executed, and all other conditions met, the transfer would occur beginning in FY 2025-2026. The successful execution of a tax exchange agreement with the County is a LAFCo condition of the AFD's proposed annexation. If the agreement is not executed, the annexation will not move forward.

Recommendation

Staff recommends that the Board consider the information provided, take public comment, and approve, and authorize the Chair of the Board to execute, a secured property tax revenue exchange agreement with Arcata Fire Protection District, and adopt the attached resolution authorizing a secured property tax revenue exchange between the County of Humboldt and Arcata Fire Protection District.

Financial Impact

No Fiscal Impact/Not Applicable

Alternatives

1. Board discretion

Attachments

Attachment 1 – Draft Resolution 24-319 with Exhibit A and Exhibit B



RESOLUTION NO. 24-319

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT AUTHORIZING A SECURED PROPERTY TAX REVENUE EXCHANGE BETWEEN THE COUNTY OF HUMBOLDT AND THE ARCATA FIRE PROTECTION DISTRICT

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A thereto which limited the total amount of property taxes which could be levied on real property by local taxing agencies to one percent (1%) of full cash value; and

WHEREAS, following such constitutional amendment, the California Legislature added Section 99 to the California Revenue and Taxation Code which requires an exchange of property tax revenues when a jurisdictional change alters the service responsibilities of one (1) or more local agencies; and

WHEREAS, on April 9, 2019, the Humboldt County Board of Supervisors (“Board”) adopted a group of strategies and expectations to enable local fire districts to utilize property tax sharing agreements with the County of Humboldt (“County”) in support of annexation and a commitment to service delivery in areas outside current district boundaries that included five (5) standardized Tax Exchange Agreement Offers with specific expectations that must be achieved to qualify for a tax exchange offer; and

WHEREAS, on December 12, 2023, the Arcata Fire Protection District (“District”) approved Resolution Number 23-297, “A Resolution of Application by the Arcata Fire Protection District Requesting the Local Agency Formation Commission Take Proceedings for the Annexation of Arcata Fire Protection District Good Will Response Area” and filed an application with the Humboldt Local Agency Formation Commission (“LAFCo”) requesting annexation of approximately three thousand five hundred and sixty one (3,561) acres of real property representing District’s out of district good will fire service response area; and

WHEREAS, consistent with Tax Exchange Agreement Offer 2, District prepared a Property Tax Exchange Agreement Proposal, Exhibit A, that is intended to meet all of the expectations and commitments outlined in of the Board adopted strategies and expectations; and

WHEREAS, consistent with Tax Exchange Agreement Offer 2, District prepared a Property Tax Exchange Agreement consistent with the form previously used by the County, Exhibit B, that is intended to meet the requirements of the District and the Board and state law, and

WHEREAS, LAFCo considered and approved the proposed annexation proposal as part of a noticed public hearing on March 20, 2024 (Resolution No. 24-02), subject to the completion of the Property Tax Exchange Agreement; and

WHEREAS, the District Board authorizes the President of the Board of Directors, after review and determination that the final agreement is fully consistent with the terms and conditions contained herein, to execute on behalf of the District, the Secured Property Tax Revenue Exchange Agreement by and between the District and County; and

WHEREAS, County will continue to retain all of its service responsibilities in the annexed area despite the jurisdictional change; and

WHEREAS, County and District agree that Offer 2, as adopted by the Supervisors on April 9, 2019, represents an appropriate approach to the sharing of real property ad valorem taxes imposed and collected as authorized by Section 99(d) of the California Revenue and Taxation Code in order to encourage fire suppression services; and

NOW, THEREFORE, BE IT RESOLVED that the Arcata Fire Protection District Board of Directors hereby authorizes the President of the Board of Directors, after review and determination that the final agreement substantially conforms with the terms and conditions contained herein, to execute on behalf of the Board the Secured Property Tax Revenue Exchange Agreement for the District's Good Will Response Area Annexation.

Ayes:
Nays:
Abstain:
Absent:

DATED: October 8, 2024

Signed:

Eric Loudenslager, President

Attest:

Katie Hill, Clerk of the Board

ARCATA FPD ANNEXATION PROPERTY TAX EXCHANGE AGREEMENT PROPOSAL

The Arcata Fire Protection District (FPD) is in the process of developing an annexation application to the Local Agency Formation Commission (LAFCo). An essential component of this process will be the execution of a property tax exchange agreement with the County of Humboldt. On May 9, 2019, the Humboldt County Board of Supervisors directed that different tax exchange agreements be offered depending on which of a set of expectations fire districts were willing and able to meet. The Arcata FPD proposes that they are eligible for tax exchange agreement Offer #2 which requires the district to meet the following expectations.

The annexing district is willing to:

- Establish new and or update revenue sources;
- Annex realistic out -of-district response area;
- Commit to planning for the future;
- But unwilling to pursue reorganization/consolidation.

If the above expectations are met the county will:

- Transfer a portion of the county's share of the base property tax revenue to the fire district equal to 50% of the district's average tax allocation factor (TAF), multiplied by the 1% property tax revenue for the current year within the annexation area. The fire district's property tax base would increase by the amount transferred; the county's base would be reduced by the same amount.
- In addition, the fire district would receive 100% of its TAF applied to growth in property tax in the annexation area; the County' share of property tax growth would then be reduced by that amount.

DESCRIPTION OF HOW EXPECTATIONS WILL BE MET:

1. Annex realistic out-of-district response area:

- **Expectation:**
 - ✓ Review and amend, as necessary, existing out-of-district response area maps to create an annexation area that matches where services are currently being demanded and provided and where they can reasonably expect to be needed in the near future, as defined by the district in collaboration with County and LAFCo staff.
- **Meeting the Expectation:**
 - ✓ Arcata FPD is pursuing an annexation application with LAFCo to expand their boundary to include all of their out of district response area. The annexation as proposed includes 3,561 acres and includes the area on the southeast end of the Arcata Fire Protection District, extending through the rural residential areas along Jacoby Creek Rd. and Fickle Hill Rd. until it connects with the Kneeland Fire Protection District Boundary to the south and the southeast, and the Humboldt Bay Fire Boundary to the west. This area includes the east

most extent of the Bayside geographic features of flat floodplain up the west facing slope and ridge top of Fickle Hill. The Arcata FPD responds to calls in these areas but does not receive property tax or other revenue for providing the service.

- ✓ As the annexation area boundary was developed there was careful consideration of where access was and was not possible and areas were excluded where reasonable access was not in place. These areas can be annexed in the future as they are developed, and access is established. The requirements of Fire Protection District law (H.S.C. Section 13811) were also considered. This law currently excludes “commercial forest lands which are timbered lands” from being included in an FPD. Because of this law, the district will not be able to annex parcels that can clearly be designated as commercial forest lands within the areas described above but will include them in their sphere of influence for future consideration should the law change. Nevertheless, this approach meets this expectation because the District is proposing to annex a realistic out-of-district response area as well as the response area of a neighboring fire company.

2. Establish new and or update revenue sources:

- **Expectation:**

- ✓ Establish a new special tax and or benefit assessment if not already in place.
- ✓ Update existing special tax and or benefit assessment if no successful update has been completed within the last 5 years or a period of time informed by credible long range financial planning; there may be instances where the existing tax is considered reasonable for covering expenses and or has reached the threshold of acceptability by taxpayers.
- ✓ All other feasible revenue sources will be diligently pursued and in good faith (feasible cost recovery for fire-based emergency response services and feasible cost recovery for plan-check/inspection services).

- **Meeting the Expectation:**

- ✓ The Arcata FPD has an existing special assessment that was approved by property owners in 2006 and originally had a special tax that was approved by the voters in 1997. The Arcata FPD determined that the tax and assessment did not generate adequate revenue to support needed fire protection services and placed a measure on the March ballot in 2020 (Arcata Fire Protection District, California, Measure R, Fire Services Parcel Tax), which did not receive a 2/3rds majority vote. The Arcata FPD placed a second measure on the November ballot (Arcata Fire Protection District, California, Measure F, Fire Services Parcel Tax), which passed by over 75% of the voters voting.

- ✓ The Arcata FPD recognizes the importance of recovering costs associated with services that are provided and not otherwise funded by property tax, special tax or special assessment revenue.
 - Arcata Fire Protection District has adopted Ordinance 19-18, A, Ordinance of the Arcata Fire Protection District Establishing a Schedule of Fees For Recovery Of Costs for Services Provided Pursuant to Health and Safety Code §13916. The purpose of the Ordinance is to recover the costs of providing enforcement of locally adopted life safety regulations and local enforcement of state-regulated occupancy requirements, mandated programs, and other fees for services. Except as otherwise provided, the definitions of the Fire Protection District Law of 1987 (Health and Safety Code Sections S 13 800 et seq., the "Act") are incorporated by this reference. The fees and charges imposed by this Ordinance are for the purpose of meeting certain operating expenses, including, but not limited to, employee wages and benefits, contracting for services with specialized firms or individuals, use of existing equipment, and the fees are reasonably related to the estimated or actual expenses incurred by the District for the services.
 - The District will commit to continuing to seek grant funding from the federal Assistance to Firefighters program to purchase equipment to benefit the community.
 - The District will commit to supporting the Arcata Firefighter Association that conducts regular annual programs and fundraising to support the volunteer firefighters of the District.
 - The District will commit to providing aid to CAL FIRE during incidents and when state resources are out of the Humboldt – Del Norte Unit.
- ✓ Based on the content of the bullets above, the District has demonstrated that it is diligently pursuing all feasible revenue sources and meets this expectation.

3. Commit to planning for the future:

- **Expectation:**
 - ✓ Engage, in good faith, in the process of collectively working toward the most efficient, effective, and sustainable fire and rescue service delivery system possible.
 - ✓ Work to achieve retention/recruitment, and organizational and operational (responding together/interoperability) improvements.
 - ✓ Commit to making administrative improvements such as the following:
 - Follow the “California Property Tax Managers’ Reference Manual” documentation process and applicable state law for annual

- submission of special tax and special assessments to the Auditor-Controller's Office for placement of charges on the property tax bill;
 - Follow the requirements in Fire Protection District Law and other applicable state laws and regulations relating to the preparation and adoption of annual budgets, annual audits, and annual reporting, including the audit requirements of Government Code Section 26909, the financial reporting requirements of Sections 53890 through 53897 of the Government Code, and the California State Controller's Office Special District Uniform Accounting and Reporting Procedures; and,
 - To ensure proper accounting and to facilitate annual reporting requirements, fire related districts are encouraged to use the financial services of the Auditor-Controller.
 - Maintain a website (<https://www.arcatafire.org/>) and post all required content in accordance with SB 929.
 - ✓ Work to develop countywide level of service standards and a support structure to support collectively working towards meeting them.
- **Meeting the Expectation:**
 - ✓ The Arcata FPD recognizes that striving to improve budgeting, accounting, and reporting would result in benefit for the District. The District commits to the following:
 - To continue to maintain the existing special tax and special assessment that includes:
 - Requesting permit referrals from Humboldt County Building Division on an ongoing basis and tracking all new construction and changes in use;
 - Requesting Assessment Roll from Humboldt County Assessor when updates are made available;
 - Updating the electronic direct charge list to reflect all new construction and any changes in use and Direct Charge Information Sheet (showing number of assessments, total dollar value of charges);
 - Adopting a Resolution containing all required information confirming that the tax was established according to law, defining the maximum charge based on the actual use of the property and requesting that the county collect the tax in the same manner and subject to the same penalties as the other assessments, fees, or other charges fixed and collected by the County on behalf of the District; and
 - Submitting the Resolution, direct charge list, and Direct Charge Information Sheet prior to the 10th of August each year.
 - To continue the Districts procedure for budgeting and reporting by resolution that is consistent with state law that includes a:

- Budget process that provides for:
 - Budgets that conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 (commencing with Section 1031.1) of, and Article 1 (commencing with Section 1121) of Subchapter 4 of, Chapter 2 of Division 2 of Title 2 of the California Code of Regulations. Health and Safety Code 13890;
 - The adoption of a preliminary budget on or before June 30;
 - Publication of notice of preliminary budget on or before June 30 that states that:
 - The District has adopted a preliminary budget which is available for inspection at a time and place within the district specified in the notice.
 - The date, time, and place when the board will meet to adopt the final budget and 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 pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation in the district. The first publication shall be at least two weeks before the date of the meeting. If there is no newspaper published in the district, the notice shall be posted in three public places in the district at least two weeks before the date of the meeting.
 - The adoption of a final budget on or before October 1 of each year, after making any changes in the preliminary budget, the board shall adopt a final budget. The final budget shall establish its appropriation limit pursuant to Division 9 (commencing with Section 7900) of Title 1 of the Government Code. A copy of the final budget will be forwarded to the Humboldt County Auditor-Controller (per Health and Safety Code 13895).
- To continue ongoing District accounting that is consistent with California State Controller's Office Special District Uniform Accounting and Reporting Procedures manual. The Arcata FPD employs a Business Manager. The District commits to continue to follow accounting procedures consistent with the

California State Controller's Office Special District Uniform Accounting and Reporting Procedures manual for independent special districts.

- To continue ongoing District reporting relating to the Annual Report of all the financial transactions of the District during the preceding fiscal year to the State Controller's Office will be consistently employed:
 - Consistent with Government Code Section 53892, which specifies the contents of an annual financial report that must be submitted by all fire related districts. The report shall be furnished within seven months after the close of each fiscal year and shall be in the form required by the State Controller.
- To continue to complete an annual financial audit:
 - Consistent with Government Code Sections 26900 through 26914, an annual audit of the District shall be prepared by the Humboldt County Auditor-Controller or a certified public accountant that conforms to generally accepted auditing standards. The report shall be filed with the Auditor-Controller within 12 months of the end of the fiscal year or years under examination. The District plans to continue to employ an independent certified public accountant to conduct an annual audit that conforms to generally accepted auditing standards and will seek the assistance from the Humboldt County Auditor-Controller as needed.
- To maintain the District website <https://www.arcatafire.org/> in accordance with SB 929 to further public access to information related to the District's essential services. This includes posting all required content to the website including meeting agendas and minutes, information on the District's budget and expenditures, information on how to contact representatives of the District, and more.
- ✓ The District will work closely with the Humboldt County Fire Chief's Association in its implementation of its strategic plan to strengthen the organization through improved collaboration between fire departments and with the County, and to bolster participation in Association meetings, develop outreach programs through social media for better community understanding and continued needs assessments for individual departments. Through this countywide collaboration and through the continuation and enhancement of practices described in this report, the District will continue to be a leader and example for the work of developing countywide level of service standards and a structure to support collectively working towards meeting them.

**SECURED PROPERTY TAX REVENUE EXCHANGE AGREEMENT
BY AND BETWEEN
THE COUNTY OF HUMBOLDT
AND
THE ARCATA FIRE PROTECTION DISTRICT**

This Agreement, entered into this ___ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereafter referred to as "COUNTY," and the Arcata Fire Protection District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT," is made upon the following considerations:

RECITALS

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A thereto which limited the total amount of property taxes which could be levied on real property by local taxing agencies to one percent (1%) of full cash value; and

WHEREAS, following such constitutional amendment, the California Legislature added Section 99 to the California Revenue and Taxation Code which requires an exchange of property tax revenues when a jurisdictional change alters the service responsibilities of one (1) or more local agencies; and

WHEREAS, on April 9, 2019, the Humboldt County Board of Supervisors ("Board") adopted a group of strategies and expectations to enable local fire districts to utilize property tax exchange agreements with COUNTY in support of annexation/ formation/ consolidation and a commitment to service delivery in areas outside current district boundaries that included five (5) standardized Tax Exchange Agreement Offers with specific expectations that must be achieved to qualify for a tax exchange offer; and

WHEREAS, the Board received an Annexation Tax Exchange Agreement Proposal approved by DISTRICT that has been deemed by the County Administrative Officer to meet all of the expectations and commitments outlined in Tax Exchange Agreement Offer 2 of the Board adopted strategies and expectations; and

WHEREAS, on December 12, 2023, DISTRICT approved Resolution Number 23-297, "Resolution of Application by the Arcata Fire Protection District Requesting the Local Agency Formation Commission Take Proceedings for the Annexation of Arcata Fire Protection District Good Will Response Area" and filed an application with the Humboldt Local Agency Formation Commission ("LAFCO") requesting annexation of approximately three thousand five hundred sixty one (3,561) acres of real property representing DISTRICT's out of district good will fire service response area; and

WHEREAS, LAFCO considered the DISTRICT's annexation proposal as part of a noticed public hearing on March 20, 2024 (Resolution No. 24-02), and approved the proposal, subject to a public protest hearing, and ordered the change of organization after finding insufficient protest

on July 17, 2024 (Resolution No. 24-05); and

WHEREAS, on October 8, 2024, DISTRICT approved Resolution Number 24-319, “Resolution of the Arcata Fire Protection District authorizing a secured property tax revenue exchange between the Arcata Fire Protection District and the County of Humboldt;” and

WHEREAS, COUNTY will continue to retain all of its service responsibilities in the annexed area despite the jurisdictional change; and

WHEREAS, COUNTY and DISTRICT agree that Tax Exchange Agreement Offer 2, as adopted by the Board on April 9, 2019, represents an appropriate approach to the sharing of real property ad valorem taxes imposed and collected as authorized by Section 99(d) of the California Revenue and Taxation Code in order to encourage fire suppression services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS

DEFINITIONS:

Secured Property Tax Revenue. As used herein, the term "Secured Property Tax Revenue" shall mean revenue from the one percent (1%) ad valorem tax on real property that is collected from within the Annexation Area pursuant to Section 1 of Article 13A of the California Constitution, is available for allocation to DISTRICT and COUNTY, and is currently allocated to the Humboldt County General Fund.

Annexation Area. As used herein, the term "Annexation Area" shall mean the area described in Exhibit A - Arcata Fire Protection District Annexation Geographic Description, which is attached hereto and incorporated herein by reference as if set forth in full.

Annexation Date. As used herein, the term "Annexation Date" shall mean the date specified by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code Sections 56000, *et seq.*) as the effective date of the Arcata Fire Protection District annexation.

EXCHANGE OF SECURED PROPERTY TAX REVENUES:

Scope of Exchange. Commencing the first fiscal year following the date the new Tax Rate Areas appear on the State Board of Equalization’s Tax Rate Area Chart, the parties hereto shall exchange Secured Property Tax Revenue as follows:

DISTRICT shall receive the permanent transfer of Base Property Tax Revenues from COUNTY's share, in the amount of six thousand seven hundred and twenty-four dollars (\$6,724), which is equal to seventy-five percent (50%) of DISTRICT's average tax allocation factor or five point six nine percent (5.68958125%), multiplied by the one (1) percent property

tax revenue for the current year within the annexation area. The property tax revenue generated within the territory subject to the jurisdictional change is estimated at twenty-three million six hundred and thirty-seven thousand five hundred twenty-five dollars (\$23,637,525), relating to tax rate areas 001-008, 001-013, 074-003, 074-004, 102-001, 102-005, 102-006, 102-009, for the current year as required by Revenue and Taxation Code 99 (b), as provided by the Humboldt County Auditor-Controller.

DISTRICT shall receive one hundred percent (100%) of DISTRICT's average tax allocation factor or five point six nine percent (5.68958125%) of the Secured Property Tax Revenue attributable only to the change in base value (i.e., property tax growth), using property taxes collected in the applicable Annexation Areas during fiscal year 2025-2026 as the anticipated base year from which to calculate the change in base value, and each year thereafter.

COUNTY shall receive all of the Secured Property Tax Revenue remaining after the allocation of DISTRICT's share as set forth herein to be allocated to the Humboldt County General Fund.

Administration. This exchange of Secured Property Tax Revenue shall be memorialized in the establishment of new tax rate areas by the Board of Equalization with new tax allocation factors administered by the Humboldt County Auditor-Controller.

3. TERMINATION:

This Agreement may be terminated at any time by either party, without cause, upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Attention: Sean Quincey, Assistant County Administrative Officer
825 Fifth Street, Room 112 Eureka, California 95501

DISTRICT: Arcata Fire Protection District
Attention: Eric Loudenslager, President-Board of Directors
2149 Central Avenue, McKinleyville CA 95519

5. MUTUAL DEFENSE OF AGREEMENT:

If the validity of this Agreement is challenged in any legal action brought by a third party, COUNTY and DISTRICT shall jointly defend against the legal challenge, and share equally any award of costs, including, without limitation, attorney's fees and other costs of litigation, against

COUNTY, DISTRICT, or both. In such cases, each party will bear their own costs and attorney's fees.

6. WAIVER OF RETROACTIVE RECOVERY:

If the validity of this Agreement is challenged in any legal action brought by either DISTRICT or any third party, DISTRICT waives any right to the retroactive recovery of any Secured Property Tax Revenues exchanged pursuant to this Agreement prior to the date on which such legal action is filed in a court of competent jurisdiction. The remedy available in any such legal action shall be limited to a prospective invalidation of this Agreement.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees to comply with any and all local, state and federal laws, regulations and standards applicable to the exchange of Secured Property Tax Revenues covered by this Agreement. Each party further agrees to promptly enter into negotiations concerning modification of this Agreement in the event that the amendment of any applicable local, state or federal laws, regulations or standards renders this Agreement invalid or inoperable, either in whole or in part.

8. PROVISIONS REQUIRED BYLAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

9. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

10. MODIFICATION:

At any time after the Annexation Date, the parties hereto may renegotiate the provisions of this Agreement with respect to the current fiscal year or subsequent fiscal years. The terms and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by both of the parties hereto.

11. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and

shall not in any way impair the enforceability of any other provision of this Agreement.

12. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

13. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

14. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

15. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

16. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by

manual or electronic signature in accordance with any and all applicable local, state and federal laws, regulations and standard, and such signature shall constitute original signature for all purposes. A signed copy of this Agreement, and any amendment hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

17. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized

and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

ARCATA FIRE PROTECTION DISTRICT

By: _____ Date: _____
Eric Loudenslager
President, Board of Directors

COUNTY OF HUMBOLDT

By: _____ Date: _____
Rex Bohn
Chair, Humboldt County Board of Supervisors

LIST OF EXHIBITS:

Exhibit A – Arcata Fire Protection District Annexation Description

Date: October 8, 2024
To: Board of Directors, Arcata Fire District
From: Chris Emmons, Fire Chief
Subject: Consider and Approve Proposed Contract with Restoration Counseling Centers for Arcata Fire District Staff

Discussion

Restoration First Responder Counseling Centers are dedicated to serving the unique needs of first responders and their families. They provide comprehensive support through crisis intervention, direct counseling services, and peer support training and development. They focus on addressing the specific challenges first responders and their families face.

Most of their clinicians are retired first responders or are closely related to one, ensuring they understand the challenges and pressures firsthand. All their mental health clinicians are vetted, licensed psychotherapists or associate psychotherapists in California. Each has specialized training and experience, specifically for working with first responders. Their goal is to provide compassionate and practical support, helping first responders and their families navigate the stresses and demands of their crucial roles so they can remain healthy and continue to serve their community.

Restoration has become established in Humboldt County serving many of the first responder agencies. They have worked to build a county-wide peer support team with quarterly training for its members.

Restoration would provide the following services to District members:

- Annual 30-minute individual sessions (on-site)
- Station/Shift visits
- Semiannual Spouse Training
- Consultation Services (as needed)
- Individual Counseling Services (up to 12 per employee per year)

The annual contract is \$22,211.80 and was approved in the FY 2024/25 budget. Through the Humboldt Area Foundation and Wild Rivers Community Foundation's Community Response Team, the District has been awarded \$10,000 to apply towards the annual contract amount.

Recommendation:

Staff recommends the Board consider the information provided, discuss, take public comment, and approve the attached contract and authorize the Fire Chief to sign and execute the contract on behalf of the District.

District Funds Requested/Required

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

Alternatives

The Board has the following alternatives:

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

Attachments

Attachment 1 – Contract for Mental Health and Counseling Related Services

**PROFESSIONAL SERVICES AGREEMENT WITH RESTORATION
FIRST RESPONDER NETWORK, LLC
FOR ARCATA FIRE DEPARTMENT MENTAL HEALTH SERVICES**

This Agreement is made on _____ between the Arcata Fire Department (referred to as "Fire", and Restoration First Responder Network, a corporation (referred to as "Consultant").

RECITALS

WHEREAS, the Fire desires professional services to assist in certain work described briefly as providing mental health and counseling related services for Arcata Fire Department staff, referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience, and qualifications adequate to perform said professional Services, and the Fire desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein.
2. Standards of Performance:
 - A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of Services*. Fire shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Fire-furnished information. However, Fire shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Fire to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
 - C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: x Special Conditions; No Special Conditions.
 - D. *Special Insurance Conditions*. Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required: Special Insurance Conditions; x No Special Insurance Conditions.
3. Compensation for Services, Payment:
 - A. *Compensation*. Fire shall pay Consultant as set forth in Exhibit A, not to exceed **\$22,211.80**.

- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to the person and address specified by the Fire's Designated Representative no more than once per month and no later than the 20th day of each month.
- C. *Payments.* All reasonable efforts will be made by Fire to pay undisputed invoices within 30 days of receipt. If Fire contests an invoice, Fire may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by the Consultant's Designated Representative.

4. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until_____. No work, services, material, or equipment shall be performed or furnished under this Agreement until the Fire has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If Fire authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then Fire shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, the Fire may temporarily suspend the Services upon five days' written notice to Consultant. In such event
 - 2) , Consultant shall perform no additional Services under this Agreement until the Fire has provided written notice to Consultant to re-commence Services.
 - 3) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 4) Project Suspension or Abandonment. The Fire may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the Fire and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with Fire. Consultant is not to be considered an agent or employee of the Fire. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
6. Indemnity: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Fire and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Fire, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7. Insurance: Consultant shall procure and for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees; and shall provide Certificates of Insurance as specified below. Coverage shall be at least as broad as:
 - A. *Commercial General Liability (CGL)*: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the Fire shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

- B. *Automobile Liability*: Limits are subject to review, but in no event to be less than \$100,000 per accident for bodily injury and property damage. If Fire approves Consultant or Consultant's employees use of personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop-down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the Fire before the Fire's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to Fire for injury to employees of Consultant, sub- contractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of Fire following receipt of proof of insurance as required herein.
- D. *Professional Liability or Errors and Omissions Insurance, As Appropriate*: written on a policy form coverage specifically designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy and must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- E. *General Conditions Pertaining to Insurance*: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- I) The Fire, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- a. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- II) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 7 shall be available to the Fire as an additional insured. Furthermore, the requirements for coverage and limits shall be (I) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

- 3) For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Fire, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Fire, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - 4) All self-insured retentions (SIR) must be disclosed to the Fire for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Fire.
 - 5) The Fire reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the Fire's right.
 - 6) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.
 - 7) Consultant hereby grants to Fire a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Fire by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Fire has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Fire for all work performed by the Consultant, its employees, agents and subcontractors. Consultant agrees to require that all subcontractors and sub-subcontractors do likewise.
 - 8) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Fire at or prior to the execution of the Agreement.
 - 9) All coverage types and limits required are subject to approval, modification, and additional requirements by the Fire, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the Fire's protection without the Fire's prior written consent.
 - 10) The Fire reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such a change results in substantial additional cost to the Consultant, the Fire will negotiate additional compensation proportional to the increased benefit to the Fire.
 - I 1) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the Fire at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
 - 12) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Fire.
8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the Fire. In the event subcontracting is approved, the following shall apply:

- A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the Fire in the same manner and to the same extent as Consultant is obligated to the Fire under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub- subcontractor's scope of work.
 - C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provision to any subcontractor upon request. Upon request from the Fire, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Permits and Licenses: Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid business license, if necessary.
 10. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
 11. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
 12. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to the Fire or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow Fire representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
 13. Designated Representatives. Consultant and Fire designate the following specific individuals to act as Consultant's and Fire's representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of Fire under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 15 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

Fire Designated Representative:

Name: _____

Title: _____

Email: _____

Fax: _____

Consultant Designated Representative:

Name: Shana E Gale

Title: Operations Director

Email: Network@restorationfcc.com

Fax: 707-261-1038

14. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail.

Notice to Fire:

Name: _____
Title: _____
Address: _____

Email: _____
Fax: _____

Notice to Consultant:

Name: Shana Gale
Title: Operations Director
Address: Restoration First Responder Network
313 Kendal St., Suite B
Vacaville, CA 95688
Email: Network@restoratonfcc.com
Fax: 888-356-3202

15. Governing Law. This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in any way to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. The venue shall be fixed in Humboldt County.
16. Disputes. Fire and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
17. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between Fire and Consultant for the Services and supersedes all prior written or oral understandings.
18. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
19. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Fire and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
20. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
21. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
22. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor

shall it affect the enforceability of that provision or of the remainder of this Agreement.

23. Exhibits Included. The following Exhibits are attached hereto and incorporated into this

Agreement: Exhibit A: Scope of Work, Compensation

Exhibit B: Special Conditions

24. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

25. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdt), and verified electronic signatures shall be binding and considered as if an original.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

FIRE:

CONSULTANT:

By: _____

By: _____

Name/Title:

Name/Title: Sherie Mahlberg, Executive Director

Date: _____

Date: _____

Employer ID#: 93-4220022

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

Scope of Services:

Consultant shall provide mental health and counseling related services specific to the needs of first responders for employees (27) of the Arcata Fire Department employees, as described in Consultant's Proposal for Services, attached, and incorporated herein as

Compensation:

Fire shall compensate Consultant for services provided in accordance with this agreement, as described in *Exhibit A -Attachment 1*.

Total compensation not to exceed **\$22,211.80** per year without written mutual agreement.

EXHIBIT "B"
SPECIAL
CONDITIONS

1. Confidentiality Provision: Consultant acknowledges that sensitive and confidential materials and information may be shared by Fire employees and their families ("clients") during Consultant's performance of services under this Agreement. Consultant agrees to protect the confidentiality of sensitive information shared and not disclose or discuss client(s) name(s), diagnosis, or medical records to any agency or employer without explicit consent from the person disclosing the confidential information. This provision shall survive the expiration or termination of this agreement.

2. Extended Agreement Term: This Agreement shall automatically renew year over year, unless cancel by either party in writing. Cancellation shall be initiated by the canceling party in accordance with Section 15 "Notices" within this Agreement. Upon renewal of a new contract year, Consultant will provide Fire notification of any rate increases at least thirty (30) days in advance of said rate increase.

Correspondence & Communications



Date: October 8, 2024
To: Board of Directors, Arcata Fire District
From: Chris Emmons, Fire Chief
Subject: Fire Chief's Monthly Report

Monthly Administrative Report

Review of Fire Prevention Week Open House

Cal Fire Alder Conservation Camp Crew #4 performed hazardous fuels reduction and landscaping maintenance at the McKinleyville Fire Station in preparation for "Fire Prevention Day."

Assistant Chief Wayne Peabody will begin with us October 14, 2024. Welcome aboard!!!

\$10,000 grant received through Humboldt Area Foundation and Wild Rivers Community Foundations' Community Response Team for Restoration First Responder Network Mental Health Services for Arcata Fire District & Families.

On September 11, 2024, we had the privilege of joining Arcata Police Department during a hosted dinner put on by the Six Rivers Masonic Lodge #106, as a tribute to first responders. They presented the District with a \$1,000 donation check.

Scheduled candidates for two vacant Fire Engineer positions. Testing to be done October 15 and 16, 2024. We received several applications.

Standards of Cover update - Spoke with AP Triton. They are trying to obtain additional dispatch information. Because of the "Response Check-back System" we use, there are gaps in "Turn-out and Enroute Time" categories. The overall response time is available, but these are items that they provide as data in the report. They advised that they are slightly behind the projected Technical Review date due to this information's availability.

Attended Post Incident After-action review of the "Rumble over the Redwoods" airshow. County Airport Administration and Staff agreed to begin regular meetings and trainings between agencies. Planning for more advanced training prior to next year's airshow. Relationship also developed with Cal-Ore Operations for aircraft training in near future.

Volunteer Paul Wilson assisting with office tasks to free up Business Manager time and reduce vendor costs of paper shredding and recycling. He was formerly a Volunteer Captain for 22 years.

Monthly Incident Activity

August Notable Incidents

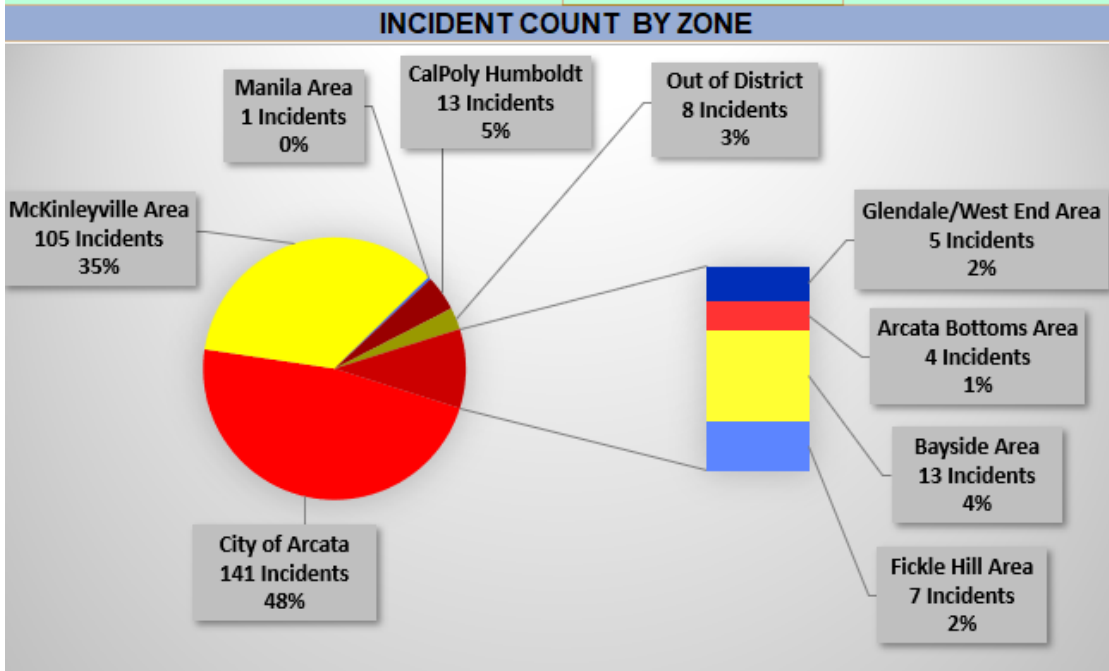
09/04/2024 Auto Aid Assist to Samoa for a Beach Rescue-sand tunnel entrapment.

09/14/2024 Assisted Blue Lake Fire with a Vegetation Fire on Greenhill Drive.

- 09/18/2024 Vehicle Fire on Montana Road in McKinleyville. Fire spread to two Residences. Blue Lake, HBF, assisted at the scene. HCSO assisted with evacuations.
- 09/21/2024 Traffic Accident with Extrication on Highway 299. Involved local first responder. We have received praise for our personnel on this incident as being very professional and compassionate on such a difficult incident.
- 09/27/2024 Vegetation Fire on Highway 101 at the Murray Road offramp
- 09/29/2024 Cooking fire on the 3rd floor of Plaza Point Apartments 977 8th Street Arcata. Caused smoke in the common areas of the 3rd floor.

MUTUAL AID		
Aid Type	Total	
Aid Given	5	
Aid Received	3	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
83	26.95%	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station Response Area	EMS	FIRE
Arcata	0:04:08	0:03:39
Mad River	0:04:35	0:17:02
McKinleyville	0:03:45	0:08:54
AVERAGE FOR ALL CALLS		0:04:15

MONTHLY INCIDENT COUNT		
Fires	14	4.55%
Overpressure rupture, explosion, overhear - no	0	0.00%
Rescue & Emergency Medical Service	169	54.87%
Hazardous Condition (No Fire)	6	1.95%
Service Call	34	11.04%
Good Intent Call	44	14.29%
False Alarm & False Call	30	9.74%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	11	3.57%
TOTAL	308	100.00%



Apparatus and Equipment Report

Apparatus/Vehicle Out of Service Time

U8200 Out of Service with a power Steering Issue. Repaired 10/1/2024

Apparatus Major Repairs

Equipment

Annual Service completed on Water Tender 8258. Pump Testing is under way with over half the fleet completed.

Community Risk Reduction and Outreach

Public Outreach:

Community Fire Education-McKinleyville Senior Center- 10 adults, 1 hour presentation, provided 30 donated smoke alarms to the Senior Center.

Fire Fighter Storytime on September 14, 2024, Captain Arly Allen and Engineer Russell Kadle read to children at the Arcata Library, specific to fire stories.

Attended McKinleyville Community Forest meeting. Fire Marshal and Fire Chief are receiving great interaction/information from MCSD staff and attending regular 2X2 meetings.

Attended McKinleyville Municipal Advisory Committee meeting.

Fire Marshal:

Jack Sheppard, coordinator for Humboldt Office of Education Trades Program, reached out for Fire Safety/ Fire Extinguisher training for High School level trades classes such as Ag, Wood Shop, Metal Shop, Auto Technology. Fire Marshal Laidlaw provided one training for Arcata High Metal Shop (9-11-24) and McKinleyville High Auto Technology (9-12-24) Approximately 48 students at Arcata and McKinleyville High combined.

Building Projects

Project Referrals:	1
Plan Reviews:	6
Code Interpretation:	4

Inspections

Construction Inspections:	11
Special Events:	0
State Mandated:	1
Cannabis Facility:	0
Special Inspections:	7

Enforcement

Hazard Abatement: 1
 Code Enforcement: 2
 Referral from Inspectors: 0

Meetings

Building Dept. Pre-App: 1
 General Meeting: 6
 Pub. Educ.: 1

Inspector:

Insp. Knowles has started his school and hotel/motel inspections. Approximately 20 schools to inspect.

Arcata Station on 9/18/24 went to Redwood Coast Montessori preschool, 27 children, 5 adults

Social Media:

Audience
 Lifetime
 Facebook followers
4.7K
 Instagram followers
1.7K

PRESS RELEASE

ARCATA FIRE OPEN HOUSE
 10 A.M. to 2 P.M. SATURDAY, OCTOBER 5
 MCKINLEYVILLE STATION
 2149 CENTRAL AVE., MCKINLEYVILLE

ARCATA FIRE DISTRICT
 MCKINLEYVILLE, CA - The Arcata Fire District warmly invites the community to an Open House on Saturday, October 5th, for the celebration of National Fire Protection Week.

HIGHWAY 101 AT MURRAY ROAD VEGETATION FIRE
 MCKINLEYVILLE, CA - On 5 at 11:00 a.m., units from Arcata Fire, Trinidad, Westhaven Fire, and Arcata Fire.

MONTANA ROAD FIRE
 MCKINLEYVILLE, CA - On 9/18/2024 at 11:09 A.M., units from the Arcata Fire District, Blue Lake Fire, Samoa Fire, Humboldt Bay Fire, Cal Fire, and...

STRATEGIC PLAN AND COMMUNITY RISK ASSESSMENT SURVEY
 MCKINLEYVILLE, CA - Arcata Fire Protection District (AFPD) is in the process of developing a Strategic Plan and Community Risk Assessment and Standover.

FIRE SAFETY TIPS
Home Heating Safety
 MCKINLEYVILLE, CA - As winter temperatures approach, the use of fireplaces, wood-burning stoves, space heaters, and other alternative heating methods tends to rise.

Top Posts:

<p>Rain appears to be on our horizon,...</p> <p>Tue Sep 17, 4:31pm</p> <p>6.1K likes, 109 hearts, 6 comments, 21 shares</p>	<p>ARCATA FIRE OPEN HOUSE 10 A.M. to 2 p.m. Saturday, October 5 MCKINLEYVILLE STATION 2149 CENTRAL AVE</p> <p>WE ARE SO EXCITED TO BE BACK AT IT! COME...</p> <p>Wed Sep 18, 10:15am</p> <p>3.9K likes, 80 hearts, 3 comments, 21 shares</p>	<p>Today at 11:00 a.m., units from Arcata Fir...</p> <p>Fri Sep 27, 1:53pm</p> <p>3.7K likes, 91 hearts, 5 comments, 10 shares</p>	<p>Well, we've come full circle! Let us RE-...</p> <p>Fri Sep 27, 10:51am</p> <p>3.4K likes, 475 hearts, 85 comments, 6 shares</p>
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