

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

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

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

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

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

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

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

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

Article I. DUTIES & RESPONSIBILITIES

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

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

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

Article II. TERM OF EMPLOYMENT

Section 2.01 INITIAL TERM

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

Section 2.02 EXTENDED TERM

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

Article III. SALARY & PERFORMANCE EVALUATIONS

Section 3.01 SALARY

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

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

Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS

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

Section 3.03 MERIT INCREASES

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

Article IV. DRIVER LICENSE REQUIREMENT

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

Article V. RESIDENT REQUIREMENTS

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

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

Article VI. BENEFITS

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

Article VII. TERMINATION & SEVERANCE

Section 7.01 EMPLOYMENT AT-WILL

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

Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE

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

Section 7.03 TERMINATION FOR GOOD CAUSE

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

Section 7.04 TERMINATION WITHOUT GOOD CAUSE

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

Section 7.05 RETURN RIGHTS

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

Article VIII. CONVICTION OF A CRIME

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

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

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

Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE

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

Article X. ARBITRATION

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

¹ California Government Code § 53243

² California Government Code § 53243.1

³ California Government Code § 53243.2

Article XI. NOTICES

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

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

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

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

Article XII. GENERAL PROVISIONS

Section 12.01 GOVERNING LAW

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

Section 12.02 ENTIRE AGREEMENT

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

Section 12.03 MODIFICATION

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

Section 12.04 NO ASSIGNMENT

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

Section 12.05 SEVERABILITY

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

Section 12.06 SUCCESSOR AGENCY

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

Article XIII. ORIGINALS

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

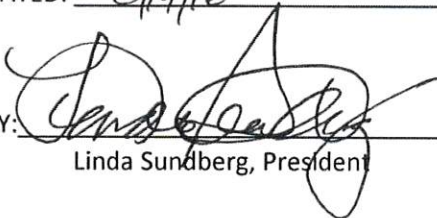
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates written below with the intent to be bound thereby.

"DISTRICT"

"EMPLOYEE"

DATED: 6/14/16

DATED: 6/14/16

BY: 
Linda Sundberg, President

BY: 
Justin McDonald



Job Title: FIRE CHIEF

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

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

BRIEF DESCRIPTION OF THE CLASSIFICATION:

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

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

OVERALL PHYSICAL STRENGTH DEMANDS:

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

ESSENTIAL FUNCTIONS:

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

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

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

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

CLASS REQUIREMENTS:

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

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

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

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

EXHIBIT B

LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCES

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

Employee only: \$747.27

Employee & 1 Dependent: \$1454.94

Employee & 2+ Dependents: \$1891.42

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

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

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

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

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

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

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

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

Disability Insurance: *Employee only*

Air Ambulance Membership: *Family*

Employee Assistance Program

RETIEMENT

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

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

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

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

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

OTHER FRINGE BENEFITS

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

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

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

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

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

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

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

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

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

Exhibit "C"

ARBITRATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

"DISTRICT"

DATED: 6/14/16

BY: 

Linda Sundberg, President

"EMPLOYEE"

DATED: 6/14/16

BY: 

Justin McDonald

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

BETWEEN

ARCATA FIRE PROTECTION DISTRICT

AND FIRE CHIEF JUSTIN MCDONALD

This AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT BETWEEN ARCATA FIRE PROTECTION DISTRICT AND FIRE CHIEF JUSTIN MCDONALD ("Amendment"), is made and entered into as of March 8, 2022, by and between the Arcata Fire Protection District ("DISTRICT") and Justin G. McDonald ("EMPLOYEE"). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as "Party" or jointly as "Parties".

RECITALS

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

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

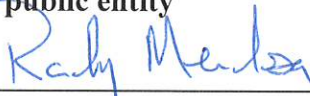
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- 1. Term Extension.** Pursuant to Section 2.02(B) of the Contract, the Parties hereby elect to mutually extend the term of the Contract by three years, which extended term shall commence on June 21, 2022, and expire on June 30, 2025.
- 2. Salary Adjustment.** Commencing February 7, 2022, EMPLOYEE's annualized base salary shall be increased to \$126,504, payable bi-weekly, at the same time and method as of DISTRICT employees are paid and subject to applicable withholding requirements and deductions of any such sums as may be agreed upon between EMPLOYEE and the DISTRICT.
- 3. Amendment to and Restatement of Exhibit B to the Contract.** Commencing February 7, 2022, Exhibit B to the Contract shall be amended and restated as set forth in Exhibit B to this Amendment.
- 4. Counterparts.** The Amendment may be executed in one or more counterparts for the convenience of the Parties. Each executed counterpart shall for all purposes be deemed an original, but all of which together shall constitute in the aggregate one and the same instrument. A copy shall have the same effect as an original.
- 5. No Further Modification; Conflict.** Except as set forth in this Amendment, all of the terms and provisions of the Contract shall remain unmodified and in full force and effect. In the event of any conflict between the terms, covenants and conditions of the Contract, and the

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

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

ARCATA FIRE PROTECTION DISTRICT,
a California public entity

By: 

Name: Randy Mendosa

Title: President of the Board of Directors

JUSTIN MCDONALD

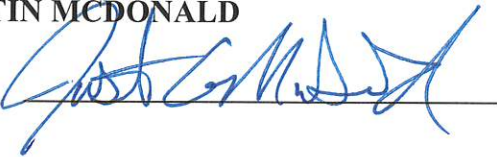
By: 

Exhibit List

Exhibit B – Amended and Restated Exhibit “B”

AMENDED AND RESTATED EXHIBIT "B"

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LEAVE

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

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

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

leave

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

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

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

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

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

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

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

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

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

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

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

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

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

Disability Insurance: *Employee only*

Air Ambulance Membership: *Family*

Employee Assistance Program

RETIREMENT

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

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

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

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

OTHER FRINGE BENEFITS

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

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

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

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

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