# **District Board Members**

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

Division 5



<u>District Staff</u>
Justin McDonald
Fire Chief
Becky Schuette
Clerk of the Board

# Regular Board Meeting April 11, 2023 5:30 PM

Location: 631 9<sup>th</sup> 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.

- Senior Management Group
- Local 4981
- Arcata Volunteer Firefighters Association

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# **CONSENT CALENDAR**

Pg. 6

Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.

1. Minutes from March 14, 2023, Regular Meeting

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2149 CENTRAL AVE, MCKINLEYVILLE CA 95519 | (707) 825-2000 | WWW.ARCATAFIRE.ORG WE EXIST TO PROTECT THE LIVES, ENVIRONMENT AND PROPERTY OF THE COMMUNITIES WE SERVE.

2.	Minutes from March 9, 2023, Special Meeting	Pg. 11
3.	March 2023 Financial Report	Pg. 13
4.	Adopt Resolution 23-284 Directing Transfer of Cash from the Humboldt C Treasury Account to the CalTRUST Liquidity Fund a. Attachment 1 - Resolution 23-284 b. Attachment 2 - County Fund Ledgers	Pg. 27 Pg. 28 Pg. 29
DISTR	RICT BUSINESS	Pg. 30
1.	Consider the Formation of the Budget Development Committee	Pg. 31
2.	Consider Adoption of Resolution 23-285 Approving Amended and Restated Exercise Powers Agreement of the Fire Risk Management Services Joint Pauthority  a. Attachment 1 - Memo from FDAC EBA Executive Director  b. Attachment 2 - Amended and Restated Joint Powers Agreement of Risk Management Services (Formerly Fire Agencies Self Insurance (FASIS))  c. Attachment 3 - Resolution 23-285 Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreed of the Fire Risk Management Services Joint Powers Authority	Powers Pg. 32 Pg. 34 f Fire System Pg. 36
CORR	ESPONDENCE & COMMUNICATIONS	Pg. 58
1.	Public Correspondence - There is no public correspondence.	
2	Committee Reports	

- - a. Arcata Station Committee (Mendosa, Maynor)
  - b. Arcata General Plan & Gateway Area Plan Committee (Loudenslager, Mendosa)
  - c. Live Video Broadcast (Mendosa)
- 3. Fire Chief's Monthly Report

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4. Director Matters

# **CLOSED SESSIONS**

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

There was no closed session.

# ADJOURNMENT

Next <u>Regular Board Meeting</u> is scheduled for May 9, 2023, **Arcata Downtown Station** Classroom, 631 9<sup>th</sup> Street in Arcata at 5:30 pm.

Prepared by: Becky Schuette, Clerk of the Board

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

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

# Public Comment & Association Reports



# ARCATA VOLUNTEER FIREFIGHTERS ASSOCIATION, INC.

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

Date: 4/11/2023 MONTHLY ACTIVITY REPORT
To: Board of Directors, Arcata Fire District
From Arcata Volunteer Firefighters' Association

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

# Volunteering

- Volunteer hours of support for March 55 Hours.
  - o Volunteers responded to incidents in April.
  - VLU Training in February consisted of Driver Training.
  - Volunteers install address placards across the Distract.
  - Conducted CPR and First Aid Classes.

# **AVFA Projects Supporting the AFD**

- Address Placard Project
  - o Presently 178 Address Placard have been installed across the district.
  - o Order #7 of 15 placards need to be installed in April.

# **Grant Activity**

- Burg Foundation allowing the use of remaining funds from the purchase of the EV to be used to help equipping the new Chevy pickup.
- Submitted a Grant to purchase window coverings for the 9<sup>th</sup> Street Station class-room, new chairs and tables and a laptop for the CPR Training.

# **AVFA Properties**

• The 9th Street Fire Station lease is under review.

# Consent Calendar



# **MINUTES**

Regular Board Meeting March 14, 2023 5:30 p.m. Location: 631 9<sup>th</sup> Street, Arcata Arcata Fire Station Classroom

# **Board of Directors**

Blaine Maynor (Division 1) - President, Eric Loudenslager (Division 4) - Vice President, Jason Akana (Division 5) - Director, Nicole Johnson (Division 2) - 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 Blaine Maynor at 5:35 pm.

# **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by President Maynor.

# ATTENDANCE AND DETERMINATION OF A QUORUM

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

Additional District administrative staff included Assistant Chief Chris Emmons and Board Secretary Becky Schuette. Fire Chief Justin McDonald was absent.

# **APPROVAL OF AGENDA**

It was moved to approve the agenda.

Motion: Johnson; Second: Akana

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

**Motion Carries** 

# **PUBLIC COMMENT**

There were no public comments.

Senior Management Group – Nothing to report.

Local 4981 – Local 4981 President, Marcus Lillard reported on the Bowl for Kids Sake and provided an update about their "Fire Ops" event.

Arcata Volunteer Firefighters Association (AVFA) – President Roy Willis advised that he had mistakenly submitted the AVFA report from February 14 instead of March 14. A copy of their report will be added to these minutes as Attachment 1. He went onto review the March report.

# **CONSENT CALENDAR**

Prior to approval of the consent calendar, Board Secretary Schuette reported that there was an error in the minutes from the February 15<sup>th</sup> Special Meeting. The Time on the minutes listed the meeting at 9:30 am and the correct time should read 5:00 pm and she advised that the error would be stricken and corrected.

- 1. Minutes from February 14, 2023, Regular Meeting
- 2. Minutes from February 15, 2023, Special Meeting
- 3. February 2023 Financial Report
- 4. Side Letter Agreement Between Arcata Fire Protection District and Arcata Fire Senior Management Group
- 5. Side Letter Agreement Between Arcata Fire Protection District and Arcata Fire Chief Justin McDonald
- 6. Authorize the Transfer of \$900,000 in Retained Revenues to the Reserve Funds
- 7. Adoption of Resolution 23-283 with Exhibit A, Approving Disposal of Surplus Equipment and Supplies

It was moved to approve the consent calendar.

Motion: Akana; Second: Johnson

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

**Motion Carries** 

# **DISTRICT BUSINESS**

There was no new business.

# **CORRESPONDENCE & COMMUNICATIONS**

- 1. Public Correspondence President Maynor briefly reviewed the submissions.
- 2. Committee Reports:
  - a. Arcata Station Committee (Mendosa, Maynor) No report
  - b. Arcata General Plan & Gateway Area Plan Committee (Loudenslager, Mendosa)

     AC Emmons reported that there had been one in person meeting with the City of Arcata, Cal Poly and Plans West. The second meeting had been conducted using Zoom involving all parties and a consultant out of the Bay Area, CityGate Associates. The next meeting is tentatively scheduled for March 21st.
  - c. Live Video Broadcast (Mendosa) Director Mendosa reported that he had met with the IT manager for the City of Arcata, Dillon Savage, and he will bring a proposal back to the Board to consider, possibly at the May meeting.
- 3. Fire Chief's Monthly Report There was no Chief's Report this month.
- 4. Director Matters Director Mendosa commented.

### **CLOSED SESSIONS**

There was no closed session scheduled.

### **ADJOURNMENT**

Following a motion by Director Johnson and a second by Director Mendosa, President Maynor adjourned the meeting at 5:52 pm.

The next Regular Meeting is scheduled for April 11, 2023, Arcata Downtown Station Classroom, 631 9<sup>th</sup> Street in Arcata at 5:30 pm.

Respectfully submitted,

Becky Schuette, Clerk of the Board





# ARCATA VOLUNTEER FIREFIGHTERS ASSOCIATION, INC.

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

Date: 3/14/2023 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 February 50 Hours.
  - o Volunteers responded to incidents in February.
  - o VLU Training in February consisted of Multiple Causality VLU Response.
  - Volunteers install address placards across the Distract.
  - Conducted CPR and First Aid Classes.

# **AVFA Projects Supporting the AFD**

- Address Placard Project
  - o Presently 160 Address Placard have been installed across the district.
  - Just picked up order #6 of 20 placard to be installed in March.
  - 15 new requests.

# **Grant Activity**

 Submitted a Grant to purchase window coverings for the 9<sup>th</sup> Street Station classroom, new chairs and tables and a laptop for the CPR Training.

# **AVFA Properties**

• The 9th Street Fire Station leases is under review.



# **MINUTES**

Special Board Meeting March 9, 2023 5:15 p.m.

Location: McKinleyville Station Conference Room 2149 Central Avenue, McKinleyville

# **Board of Directors**

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

# **CALL TO ORDER**

The *special* session of the Board of Directors for the Arcata Fire District was called to order by President Blaine Maynor at 5:15 pm.

### ATTENDANCE AND DETERMINATION OF A QUORUM

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

Additional District administrative staff included Assistant Chief Chris Emmons, and Board Secretary Becky Schuette. Fire Chief Justin McDonald was absent.

# **APPROVAL OF THE AGENDA**

It was moved to approve the agenda.

Motion: Johnson; Second: Akana

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

**Motion Carries** 

### **PUBLIC COMMENT**

There was no public present.

### DISTRICT BUSINESS

1. Adopt Resolution 23-282 with Exhibit A, Approving Disposal of Surplus Equipment and Supplies and Authorize the Purpose of the 2004 International / West-Mark Type 3 Fire Engine: Assistant Chief Chris Emmons spoke on behalf of the Chief, who was absent, but aware of the circumstances. President Blaine Maynor requested AC Emmons to review the staff report aloud.

The Directors had a few questions and comments on the topic.

With no public present for comment and no further discussion by the Board, a motion was made.

2149 CENTRAL AVE, McKinleyville CA 95519 | (707) 825-2000 | www.ArcataFire.org We Exist to Protect the Lives, Environment and Property of the Communities We Serve. It was moved to adopt Resolution 23-282 approving disposal of surplus equipment and supplies and authorize the purchase of the 2004 International West-Mark fire engine.

Motion: Mendosa; Second: Johnson

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

**Motion Carries** 

Prior to adjourning there was general discussion and questions to Chief Emmons. Upon a query, Chief Emmons also provided an update on the current status of all our apparatus as well as news on the new engine.

# **ADJOURNMENT**

With a motion by Director Johnson and a second by Director Mendosa, the meeting adjourned at 5:29 pm.

The next Regular Meeting is scheduled for March 14, 2023, Arcata Downtown Station Classroom, 631 9<sup>th</sup> Street in Arcata at 5:30 pm.

Respectfully submitted,

Becky Schuette, Clerk of the Board 3:02 PM 04/06/23 Accrual Basis

# ARCATA FIRE DISTRICT Balance Sheet As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
CalTRUST	
VEHICLE REPLACEMENT FUND	540,516.02
CONTINGENCY FUND	257,299.22
PERS CONTINGENCY FUND	350,506.08
CalTRUST - Other	526,522.85
Total CalTRUST	1,674,844.17
CCCU CHECKING	125,574.99
CCCU LIQUID ASSETS	116,488.21
COAST CENTRAL SAVINGS	50.00
COUNTY TREASURY	3,931,604.85
Total Checking/Savings	5,848,562.22
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	26,531.00
Total Accounts Receivable	26,531.00
Other Current Assets	
ACCT RECV - COUNTY TREASURY	1,168,896.22
INTEREST RECEIVABLE	75,000.00
PREPAID EXPENSE	32,487.31
Total Other Current Assets	1,276,383.53
Total Current Assets	7,151,476.75
Fixed Assets	
ACCUMULATED DEPRECIATION	-2,876,386.00
BUILDINGS AND IMPROVEMENTS	2,395,484.62
EQUIPMENT	3,315,431.56
LAND	224,630.00
Total Fixed Assets	3,059,160.18
Other Assets	
Debt Issue Costs-Sterling Bank	
Accumulated Amortization	-3,428.00
Debt Issue Costs-Sterling Bank - Other	67,797.00
Total Debt Issue Costs-Sterling Bank	64,369.00
DEFERRED OUTFLOWS-OPEB	1,352,988.00
DEFERRED OUTFLOWS-PENSION	6,111,831.00
Total Other Assets	7,529,188.00
TOTAL ASSETS	17,739,824.93

# ARCATA FIRE DISTRICT Balance Sheet

As of March 31, 2023

	Mar 31, 23
LIABILITIES & EQUITY	
Liabilities Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	51,509.77
Total Accounts Payable	51,509.77
Credit Cards US BANK	7,469.37
Total Credit Cards	7,469.37
Other Current Liabilities	
ACCOUNTS PAYABLE 2	32,487.31
ACCRUED EXPENSES - OTHER	33,061.67
ACCRUED INTEREST EXPENSE	54,274.83
COMPENSATION TIME OFF WAGES PAYABLE	11,031.49 106,207.43
2100 · PAYROLL LIABILITIES	100,207.43
SURVIVOR BENEFIT	20.46
2100 · PAYROLL LIABILITIES - Other	3,251.32
Total 2100 · PAYROLL LIABILITIES	3,271.78
<b>Total Other Current Liabilities</b>	240,334.51
Total Current Liabilities	299,313.65
Long Term Liabilities	
Sterling National Bank	4,754,000.00
ACCRUED EMPLOYEE BENEFITS	104,550.66
DEFERRED INFLOWS-OPEB	1,734,731.00
DEFERRED INFLOWS-PENSION NET PENSION LIABILITY	2,526,458.00
OTHER POST EMPLOYMENT BEN. LIAB	3,772,833.00 10,931,227.00
Total Long Term Liabilities	23,823,799.66
Total Long Term Liabilities	23,023,799.00
Total Liabilities	24,123,113.31
Equity	0.050.400.40
INVESTMENT IN FIXED ASSETS 3900 · RETAINED EARNINGS	3,059,160.18 -9,995,220.38
Net Income	-9,995,220.36 552,771.82
Total Equity	-6,383,288.38
TOTAL LIABILITIES & EQUITY	17 720 924 02
IOTAL LIADILITIES & EQUIT	17,739,824.93

# ARCATA FIRE DISTRICT Statement of Cash Flows

	Mar 23
OPERATING ACTIVITIES	
Net Income	801,484.17
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	17,501.89
ACCT RECV - COUNTY TREASURY	-1,232,104.20
2000 · ACCOUNTS PAYABLE	-139,980.07
US BANK	-5,652.97
US BANK:EMMONS	143.25
US BANK:EVENSON	981.91
US BANK:J. MCDONALD	474.69
US BANK: JOHNSON	173.02
US BANK:LILLARD	2,202.04
US BANK:RHEINSCHMIDT	10.75
US BANK:SCHUETTE	1,595.52
2100 · PAYROLL LIABILITIES	-5,221.67
2100 · PAYROLL LIABILITIES:457 DEDUCTION	-3,800.00
2100 · PAYROLL LIABILITIES:CA WITHHOLDING	-4,529.15
2100 · PAYROLL LIABILITIES:FEDERAL WITHHOLDING 2100 · PAYROLL LIABILITIES:MEDICARE - BOTH	-10,072.46
2100 · PAYROLL LIABILITIES:MEDICARE - BOTH 2100 · PAYROLL LIABILITIES:SOCIAL SECURITY - BOTH	-2,611.40 -412.88
2100 · PATROLL LIABILITIES.SOCIAL SECORITY - BOTH	-412.00
2100 · PATROLL LIABILITIES.SURVIVOR BENEFIT	-20.40
Net cash provided by Operating Activities	-579,838.02
Net cash increase for period	-579,838.02
Cash at beginning of period	6,428,400.24
Cash at end of period	5,848,562.22

# ARCATA FIRE DISTRICT Expenses by Vendor Detail

Туре	Date	Memo	Account	Amount
ADVANCED SECURITY Bill	03/02/2023	All stations	5060.2 · Alarm Monitoring	631.50
Total ADVANCED SECURITY	03/02/2023	All Stations	3000.2 Alarm Monitoring	631.50
AIRMEDCARE				
Bill	03/29/2023	37 households annual renewal	5030.5 · Air Ambulance Insur	2,365.00
Total AIRMEDCARE				2,365.00
ALEX J SUTTER Bill	03/02/2023	EMT Reimbursement	5230.8 · Certifications	77.00
Total ALEX J SUTTER				77.00
AMAZON Credit Card Charge	03/13/2023 03/21/2023 03/27/2023 03/30/2023	Heater for Alyssa's Office Medical supplies - glucose, BP cuff case, stethoscope CPR Masks & 5 cases of gloves Weather Tech floor mats	5170.1 · Office Supplies 5140.1 · Medical Supplies 5140.1 · Medical Supplies 8201 · 8201.214	30.16 152.38 434.13 143.25
Total AMAZON				759.92
AMERICAN COMMUNICATION Credit Card Charge	N SYSTEMS 03/28/2023	Radio program cable	5060 · COMMUNICATIONS	162.25
Total AMERICAN COMMUNICA	ATION SYSTEMS			162.25
ANTHONY PEREZ Bill	03/15/2023	VLU Uniform patches	5050.1 · Uniforms	15.00
Total ANTHONY PEREZ				15.00
ARCATA TUXEDO Bill	03/31/2023	Patches on VLU shirt and gold stripe on dress uniform - Campbell	5050.1 · Uniforms	40.00
Total ARCATA TUXEDO				40.00
ARCATA VETERAN'S HALL Bill	03/02/2023	Hall rental for awards ceremony	5230.14 · Recognition & Aw	150.00
Total ARCATA VETERAN'S HA	ALL			150.00
ARCATA VOLUNTEER FIREF	<b>IGHTERS ASSOC.</b> 03/15/2023	April Rent	5210.1 · Arcata Station	10,000.00
Total ARCATA VOLUNTEER F	IREFIGHTERS ASS	OC.		10,000.00
AT&T- CAL NET 3 Bill	03/19/2023	02/19/23 to 03/18/23	5060.1 · Phones - Landline &	168.81
Total AT&T- CAL NET 3				168.81
AT&T MOBILITY (FIRSTNET) Credit Card Charge	03/23/2023	Cellphones and Ipads	5060.1 · Phones - Landline &	326.26
Total AT&T MOBILITY (FIRST)	NET)			326.26
BAYSIDE EMBROIDERY Credit Card Charge	03/03/2023	Embroidery for Alvarez and Schuette, jackets and shirts	5050.1 · Uniforms	60.00
Total BAYSIDE EMBROIDERY				60.00
BLAINE MAYNOR Bill	03/15/2023	Reimbursement for expenses at CSDA Training	5250.3 · Per Diem Reimburs	96.31
Total BLAINE MAYNOR				96.31
CAL PERS Liability Check Liability Check Liability Check	03/03/2023 03/17/2023 03/31/2023	Employer Paid PP 01-22-23 to 02-04-23 Employer Paid PP 02-05-23 to 02-18-23 Employer Paid PP 02-19-23 to 03-04-23	5020.1 · CalPERS Retirement 5020.1 · CalPERS Retirement 5020.1 · CalPERS Retirement	21,497.43 21,497.43 21,497.43
Total CAL PERS				64,492.29
CalPERS 457 PLAN Liability Check Liability Check Liability Check	03/03/2023 03/17/2023 03/31/2023	Employer Match PP 02-05-23 to 02-18-23 Employer Paid PP 02-19-23 to 03-04-23 Employer Match PP 03-05-23 to 03-18-23	5010.5 · Deferred Compensa 5010.5 · Deferred Compensa 5010.5 · Deferred Compensa	2,300.00 2,300.00 2,300.00
Total CalPERS 457 PLAN				6,900.00

# ARCATA FIRE DISTRICT Expenses by Vendor Detail

Туре	Date	Memo	Account	Amount
CASCADE FIRE EQUIP.	03/07/2023	Armor panels x 4	5050.3 · PPE - Structural	556.21
Total CASCADE FIRE EQUIP		, <u>pa</u> nce x	000010 1.12 0.1.4014.14.	556.21
CHRIS EMMONS Bill	03/16/2023	EMT recertification reimbursement	5230.8 · Certifications	77.00
Total CHRIS EMMONS				77.00
CITY OF ARCATA Bill	03/07/2023	02-07-23 TO 03-06-23	Mad River	138.61
Total CITY OF ARCATA				138.61
COASTAL BUSINESS SYSTE	EMS, INC 03/06/2023	Copier, printers and Aquos	5200.1 · Copier	590.91
Total COASTAL BUSINESS S	SYSTEMS, INC			590.91
COLLEGE OF THE REDWOO	ODS 03/20/2023	(Mandatory) Meal payment SFT RIO/CEET	5230.19 · Staff Training	30.00
Total COLLEGE OF THE RED	WOODS		· ·	30.00
CRUISE MASTER PRISMS, II Credit Card Charge	NC. 03/14/2023	Archie Bernard Officer of the Year	5230.14 · Recognition & Aw	265.15
Total CRUISE MASTER PRIS			<b>3</b>	265.15
EDWARD LAIDLAW	00/00/0000	Deinstein of feel are seen to prove the F0000	5000 4 Feed/Debek Commisse	245.04
Bill Total EDWARD LAIDLAW	03/20/2023	Reimbursed fuel expenses transport E8239	5080.1 · Food/Rehab Supplies	345.24
EMBASSY SUITES				343.24
Credit Card Charge	03/02/2023	Lodging for CSDA Training President/Director Maynor	5250.2 · Lodging Reimbursm	616.65
Total EMBASSY SUITES				616.65
ENTERPRISE Bill	03/01/2023	Rental Car for Maynor CSDA Training	5250 · TRANSPORTATION	228.78
Total ENTERPRISE				228.78
FDAC EBA Bill	03/09/2023	April Coverage	5030.4 · Dental & Life Insura	3,247.26
Total FDAC EBA				3,247.26
FLEETPRIDE Bill	03/28/2023	LED lights	8239.117	694.40
Total FLEETPRIDE	00/20/2020	ge	0200	694.40
HARBOR FREIGHT TOOLS	03/20/2023	Toole to install lights on now E9220	8239.117	21 12
Credit Card Charge  Total HARBOR FREIGHT TOO	03/29/2023 OLS	Tools to install lights on new E8239	0239.117	21.13
HENSELS	323			21.10
Bill Bill	03/13/2023 03/30/2023	Padlock, cleaning nozzle, squeegee Wash brush, wheel and fender brush	Arcata Arcata	52.70 47.71
Credit Bill	03/30/2023	Pancake turner Pancake turner, squeegee, tilex	800941 · REFUNDS	-23.86
Total HENSELS	03/30/2023	Pancake tumer, squeegee, tilex	Arcata	49.88 126.43
HUMBOLDT SANITATION				
Bill	03/07/2023	February Garbage service	McK	236.45
Total HUMBOLDT SANITATIO				236.45
INFINITE CONSULTING SER Bill	03/02/2023	IT Services March	5180.8 · IT Services	2,870.00
Total INFINITE CONSULTING	SERVICES			2,870.00
JOHNSONS FIRE EQUIPMEN Credit Card Charge	NT 03/02/2023	Nozzles and shutoffs for E8219	5370.6 · Fire Equipment & Fa	2,202.04
	PMENT			2,202.04

# ARCATA FIRE DISTRICT Expenses by Vendor Detail

Туре	Date	Memo	Account	Amount
LIEBERT CASSIDY WHITMO		0 1 "	5400.4 1 10 1	407.50
Bill	03/24/2023	General matters	5180.1 · Legal Services	467.50
Total LIEBERT CASSIDY WH	IIIMORE			467.50
LIFE ASSIST Credit Card Charge	03/17/2023	Infant/Child Energy Electrodes	5140 · MEDICAL SUPPLIES	395.40
Total LIFE ASSIST				395.40
LUBE CENTRAL	00/47/0000	011.1	0000 0000 000	100.40
Bill Bill	03/17/2023 03/31/2023	Oil change Oil Change	8209 · 8209.206 8205 · 8205.210	102.49 80.33
Total LUBE CENTRAL				182.82
MCK. COMM. SERVICES DIS				470.44
Bill Bill	03/20/2023 03/20/2023	02-06-23 to 03-06-23 McK DCV 02-06-23 to 03-06-23	McK McK	173.14 25.76
Total MCK. COMM. SERVICE	ES DISTRICT			198.90
MCKINLEYVILLE ACE HARI	DWARE			
Bill	03/03/2023	Paint for driving course	5230.20 · Training Supplies	21.53
Bill Bill	03/04/2023 03/05/2023	Charging Cable GooGone Gel x 2	8291 · L8291 McK	69.85 15.06
Bill	03/24/2023	Drano for bathroom sink	McK	10.76
Bill	03/30/2023	Fasteners for license plates	8219.116	3.84
Total MCKINLEYVILLE ACE I	HARDWARE			121.04
MCKINLEYVILLE OFFICE SI	UPPLY 03/24/2023	Postage - return parts	5170.2 · Postage & Shipping	7.35
Total MCKINLEYVILLE OFFIC	CE SUPPLY			7.35
MEDALS OF AMERICA				
Credit Card Charge	03/01/2023	Numbers for class A uniform ribbons	5230.14 · Recognition & Aw	59.50
Credit Card Charge	03/03/2023	Ribbons	5230.14 · Recognition & Aw	234.94
Total MEDALS OF AMERICA	i			294.44
MIDAMERICA Bill	03/15/2023	Retiree HRA April	5030.3 · Retiree Health Admi	21,606.18
Total MIDAMERICA		<b>'</b>		21,606.18
NAPA AUTO PARTS				
Bill	03/06/2023	Wipers for EV	5120.2 · Small Vehicles	33.75
Bill	03/08/2023	Wiper blades	8258.106	36.50
Bill	03/11/2023 03/11/2023	Brake kit	8207 · 8207.205	502.97
Bill Bill	03/11/2023	Grease for brake pads Caliper pins	8207 · 8207.205 8207 · 8207.205	14.64 39.32
Bill	03/23/2023	Struts & sealant	8239.117	144.26
Bill	03/24/2023	Ball Joint and headlights	8239.117	265.25
Bill	03/29/2023	Wiring	8239.117	36.84
Total NAPA AUTO PARTS				1,073.53
OFFICE DEPOT Bill	03/13/2023	Paper towels for	МсК	47.81
Total OFFICE DEPOT				47.81
PACIFIC GAS AND ELECTR	IC			
Bill	03/03/2023	Service Period 01-26-23 to 02-26-23	McK	1,704.00
Credit	03/03/2023	CA Climate Credit applied to autopay	800941 · REFUNDS	-38.39
Bill	03/09/2023	02-01-23 to 03-02-23	Arcata	1,311.48
Credit	03/09/2023	CA Climate Credit applied to autopay	800941 · REFUNDS	-38.39
Credit Bill	03/10/2023 03/22/2023	CA Climate Credit applied to autopay 02-14-23 to 03-15-23	800941 · REFUNDS Mad River	-38.39 554.82
Total PACIFIC GAS AND ELE				3,455.13
PERS / HEALTH				
Bill	03/15/2023	Active Employee Premiums	5030.1 · Health Insurance (E	38,308.36
Bill	03/15/2023	Retiree Premiums	5030.2 · Health Insurance (R	3,543.61
Bill	03/15/2023	Active Employee Admin Fee	5030.1 Health Insurance (E	126.42
Bill	03/15/2023	Reteree Admin Fee	5030.3 · Retiree Health Admi	83.22
Total PERS / HEALTH				42,061.61

# ARCATA FIRE DISTRICT Expenses by Vendor Detail

Туре	Date	Memo	Account	Amount
PK SAFETY Credit Card Charge Credit Card Credit	03/01/2023 03/23/2023	Oxygen Sensor O2 Sensor return minus restock fee	5120.12 · Small Instrument R 5120.12 · Small Instrument R	272.61 -245.35
Total PK SAFETY				27.26
RECOLOGY	00/07/0000	E.	M 18:	04.00
Bill Bill	03/07/2023 03/07/2023	February February	Mad River Arcata	61.83 61.83
Total RECOLOGY				123.66
REDWOOD COAST FUELS ( Bill Bill Bill Bill	RELADYNE) 03/08/2023 03/08/2023 03/23/2023 03/30/2023	157 gallons 391 gallons gasoline, 287 gallons diesel 220 Gallons diesel Diesel 126 gallons	McK Mad River Mad River McK	883.49 3,714.07 1,195.22 564.99
Total REDWOOD COAST FU	ELS (RELADYNE)			6,357.77
SAFEWAY Credit Card Charge Credit Card Charge	03/01/2023 03/02/2023	Supplies for awards ceremony Cake for awards ceremony	5080.1 · Food/Rehab Supplies 5080 · FOOD	94.01 45.99
Total SAFEWAY				140.00
SHARP AUTO GRAPHICS Bill	03/02/2023	Logo's for EV and Sparky	5120.2 · Small Vehicles	500.00
Total SHARP AUTO GRAPHI	CS			500.00
SHOLES OVERHEAD DOOR Bill	03/16/2023	App bay door repairs	Mad River	348.32
Total SHOLES OVERHEAD D	OOR			348.32
STATE FIRE TRAINING Bill Bill	03/20/2023 03/20/2023	State Fire Training Regional Instructor Orientation Tuition SFT Certification Examination Evaluator Training	5230.19 · Staff Training 5230.19 · Staff Training	150.00 80.00
Total STATE FIRE TRAINING				230.00
STITCHES-N-BRITCHES Credit Card Charge	03/28/2023	Fix zipper on structure fire jacket	5050.3 · PPE - Structural	5.00
Total STITCHES-N-BRITCHE	S			5.00
STREAMLINE Bill	03/01/2023	March Web hosting and engage	5180.9 · Web Page Hosting	370.00
Total STREAMLINE				370.00
TECHSOUP Credit Card Charge	03/30/2023	Admin fee for 1/2 price Zoom renewal	5170.3 · Software	18.00
Total TECHSOUP				18.00
THE MITCHELL LAW FIRM, I Bill	LLP 03/03/2023	CPRA Review, attend Board Meeting, Brown Act, Fee Schedule	5180.1 · Legal Services	1,739.00
Total THE MITCHELL LAW FI	RM, LLP			1,739.00
THE STANDARD Bill	03/20/2023	April LTD	5030.7 · Long Term Disability	638.00
Total THE STANDARD				638.00
THRIFTBOOKS Credit Card Credit	03/03/2023	Incorrect Version of Wildand Book - refunded	5230.20 · Training Supplies	-11.39
Total THRIFTBOOKS				-11.39
TRACTOR SUPPLY Credit Card Charge	03/29/2023	Nozzle for Unleaded fuel pump @ MR	Mad River	151.89
Total TRACTOR SUPPLY				151.89
TRINITY DIESEL Bill	03/17/2023	Electrical trouble shooting and repairs	8239.110	1,878.95
Total TRINITY DIESEL				1,878.95

# ARCATA FIRE DISTRICT Expenses by Vendor Detail

Туре	Date	Memo	Account	Amount
TRUCK SITE				
Bill	03/07/2023	2004 International 7400 West-Mark Type 3 Engine	Equipment	149,500.00
Bill	03/07/2023	Reg and Doc Fee + Tax	Equipment	11,727.84
Credit	03/07/2023	Trade-in Sale of E8239	800920 · SALE OF FIXED A	76,000.00
Total TRUCK SITE				85,227.84
UNITED STATES POSTA	AL SERVICE			
Credit Card Charge	03/01/2023	Stamps and large envelope mailing	5170.2 · Postage & Shipping	64.50
Credit Card Charge	03/09/2023	Postage to mail Form 700's to elections office	5170.2 · Postage & Shipping	1.98
Credit Card Charge	03/27/2023	SCBA Compressor Air Sample postage	5170.2 Postage & Shipping	5.75
Total UNITED STATES P	POSTAL SERVICE			72.23
ZOOM				
Credit Card Charge	03/30/2023	Annual Zoom Subscription Renewal	5180.16 · Subscriptions	74.95
Total ZOOM				74.95
TOTAL				266,293.79

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE	1 065 222 55	1 940 500 00	24 722 55	101 20/
101117 · PROPERTY TAX-CURRENT-SECURED 102500 · PROPERTY TAX-CURRENT-UNSECURED	1,865,222.55 72,000.00	1,840,500.00 69,249.99	24,722.55 2,750.01	101.3% 104.0%
103500 PROPERTY TAX-CORRENT-ONSECORED	25,499.97	23,248.98	2,250.99	109.7%
105110 · PROPERTY TAX PRIOR YEARS UNSECU	0.00	749.98	-749.98	0.0%
800040 · SUPPLEMENTAL TAXES- CURRENT	20,999.97	17,000.01	3,999.96	123.5%
105900 · SUPPLEMENTAL TAXES-PRIOR YEARS	3,750.03	3,750.02	0.01	100.0%
113100 · STATE TIMBER TAX	844.45	844.00	0.45	100.1%
800050 · PROPERTY ASSESSMENTS	2,909,354.00	2,839,500.00	69,854.00	102.5%
Total TAX REVENUE	4,897,670.97	4,794,842.98	102,827.99	102.1%
USE OF MONEY & PROPERTY				
800190 · INTEREST INCOME	14,408.33	31,500.00	-17,091.67	45.7%
Total USE OF MONEY & PROPERTY	14,408.33	31,500.00	-17,091.67	45.7%
INTERGOVERNMENTAL			, <u> </u>	
525110 · HOMEOWNERS PROP. TAX REL 800600 · OTHER GOVERNMENT AGENCIES	3,696.60	18,749.98	-15,053.38	19.7%
HSU Contract for Services	37,171.39	37,000.00	171.39	100.5%
NCUAQMD	0.00	700.00	-700.00	0.0%
Prop 172 Disbursement	0.00	8,700.00	-8,700.00	0.0%
Total 800600 · OTHER GOVERNMENT AGENCIES	37,171.39	46,400.00	-9,228.61	80.1%
800950 · FIREFIGHTING REIMBURSEMENTS	4,212.69	0.00	4,212.69	100.0%
Total INTERGOVERNMENTAL	45,080.68	65,149.98	-20,069.30	69.2%
CHARGES FOR SERVICES				
800155 · PREVENTION FEES	13,628.50	9,000.00	4,628.50	151.4%
800156 · R1/R2 INSPECTION FEES	31,863.74	33,750.00	-1,886.26	94.4%
800700 · OTHER SERVICES	37.50			
800946 · INCIDENT REVENUE RECOVERY FEES	16,837.72	3,749.99	13,087.73	449.0%
Total CHARGES FOR SERVICES	62,367.46	46,499.99	15,867.47	134.1%
MISCELLANEOUS REVENUES				
800940 · OTHER REVENUE				
Donations	1,500.00	0.00	1,500.00	100.0%
800940 · OTHER REVENUE - Other	2,881.04	4,000.00	-1,118.96	72.0%
Total 800940 · OTHER REVENUE	4,381.04	4,000.00	381.04	109.5%
800941 · REFUNDS	-212.36	500.00	-712.36	-42.5%
800942 · INCIDENT REPORTS	366.90	200.00	166.90	183.5%
800920 · SALE OF FIXED ASSETS	106,000.00	30,000.00	76,000.00	353.3%
Total MISCELLANEOUS REVENUES	110,535.58	34,700.00	75,835.58	318.5%
Total Income	5,130,063.02	4,972,692.95	157,370.07	103.2%
Gross Profit	5,130,063.02	4,972,692.95	157,370.07	103.2%
Expense SALARIES & EMPLOYEE BENEFITS 5010 · SALARIES AND WAGES				
5010.1 · Full-Time	1,285,225.39	1,441,500.02	-156,274.63	89.2%
5010.2 · CTO Payout	203,407.09	288,000.00	-84,592.91	70.6%
5010.3 · Settlement Pay/Vacation	26,539.82 41.724.44	30,000.00	-3,460.18 16,724.44	88.5% 166.9%
5010.4 · Holiday Pay 5010.5 · Deferred Compensation	41,724.44 43,000.00	25,000.00 46,800.00	-3,800.00	91.9%
5010.6 · Part-Time (Hourly)	56,411.59	72,749.98	-16,338.39	77.5%
5010.8 · CalFire/OES Pay	167.45	0.00	167.45	100.0%
·				
Total 5010 · SALARIES AND WAGES	1,656,475.78	1,904,050.00	-247,574.22	87.0%

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
5020 · RETIREMENT				
5020.1 · CalPERS Retirement	404,573.52	423,749.98	-19,176.46	95.5%
5020.3 · Social Security	3,516.85	4,500.00	-983.15	78.2%
5020.4 · Medicare	25,426.18	24,749.99	676.19	102.7%
Total 5020 · RETIREMENT	433,516.55	452,999.97	-19,483.42	95.7%
5030-GROUP INSURANCE				
5030.1 · Health Insurance (Employees)	404,245.56	458,750.01	-54,504.45	88.1%
5030.2 · Health Insurance (Retirees)	229,006.06	257,000.01	-27,993.95	89.1%
5030.3 · Retiree Health Admin Fees	23,480.93	3,000.01	20,480.92	782.7%
5030.4 · Dental & Life Insurance	30,515.97	31,500.00	-984.03	96.9%
5030.5 · Air Ambulance Insurance	2,485.00	3,000.00	-515.00	82.8%
5030.6 · Vision	267.52	5,000.00	-4,732.48	5.4%
5030.7 · Long Term Disability Insurance	5,481.00	5,999.99	-518.99	91.4%
Total 5030-GROUP INSURANCE	695,482.04	764,250.02	-68,767.98	91.0%
5033 · UNEMPLOYMENT INSURANCE FUND				
5033.1 · Unemployment Insurance	0.00	5,000.00	-5,000.00	0.0%
Total 5033 · UNEMPLOYMENT INSURANCE FUND	0.00	5,000.00	-5,000.00	0.0%
5035 · WORKERS' COMPENSATION INSURANCE				
5035.1 · Primary	44,256.69	81,000.00	-36,743.31	54.6%
5035.3 · Administrative Fee	15,053.74	20,000.00	-4,946.26	75.3%
5035.2 · Excess	31,113.21		1,010.00	
Total 5035 · WORKERS' COMPENSATION INSURAN	90,423.64	101,000.00	-10,576.36	89.5%
Total SALARIES & EMPLOYEE BENEFITS	2,875,898.01	3,227,299.99	-351,401.98	89.1%
SERVICE & SUPPLIES				
5050 · CLOTHING & PERSONAL SUPPLIES				
5050.1 · Uniforms	15,344.44	20,000.00	-4,655.56	76.7%
5050.2 · Station Boots	0.00	2,000.00	-2,000.00	0.0%
5050.3 · PPE - Structural	8,411.21	12,000.00	-3,588.79	70.1%
5050.4 · PPE - Wildland	0.00	5,000.00	-5,000.00	0.0%
5050.5 · PPE - VLU 5050.6 · Shields & Badges	0.00 1,042.21	1,000.00 1,000.00	-1,000.00 42.21	0.0% 104.2%
•		· ·		
Total 5050 · CLOTHING & PERSONAL SUPPLIES	24,797.86	41,000.00	-16,202.14	60.5%
5060 · COMMUNICATIONS				
5060.1 · Phones - Landline & Cellular	9,163.31	9,999.99	-836.68	91.6%
5060.2 · Alarm Monitoring	2,362.72	2,500.00	-137.28	94.5%
5060.3 · Communication - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFCA Radio System Annual Fee	0.00 7,799.03	1,600.00 10,125.00	-1,600.00	0.0% 77.0%
5060.5 · Cable TV & Internet 5060 · COMMUNICATIONS - Other	328.98	10,125.00	-2,325.97	77.0%
Total 5060 · COMMUNICATIONS	19,654.04	24,724.99	-5,070.95	79.5%
5080 · FOOD				
5080.1 · Food/Rehab Supplies	1,093.63	1,687.50	-593.87	64.8%
5080.2 · Drinking Water	127.40	749.98	-622.58	17.0%
5080 · FOOD - Other	45.99			
Total 5080 · FOOD	1,267.02	2,437.48	-1,170.46	52.0%
5090 · HOUSEHOLD EXPENSE				
5090.1 · Station Supplies				
Arcata	939.54			
Mad River	1,028.19			
McK	1,073.48			
5090.1 · Station Supplies - Other	34.44	3,075.02	-3,040.58	1.1%
Total 5090.1 · Station Supplies	3,075.65	3,075.02	0.63	100.0%

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
5090.2 · Garbage Service Arcata Mad River McK 5090.2 · Garbage Service - Other	550.05 695.72 1,870.90 236.45	4,050.00	-3,813.55	5.8%
Total 5090.2 · Garbage Service	3,353.12	4,050.00	-696.88	82.8%
5080.3 · Station Furniture	5,000.00	5,000.00	0.00	100.0%
Total 5090 · HOUSEHOLD EXPENSE	11,428.77	12,125.02	-696.25	94.3%
5100 · LIABILITY INSURANCE 5100.1 · Liability Insurance	43,637.00	35,300.00	8,337.00	123.6%
Total 5100 · LIABILITY INSURANCE	43,637.00	35,300.00	8,337.00	123.6%
5120 · MAINTENANCE-EQUIPMENT 5120.1 · Fire Apparatus 8219.116 8239.117 8211.108 8215.113 8216.109 8217.112 8239.110 8258.106 8291 · L8291 5120.1 · Fire Apparatus - Other  Total 5120.1 · Fire Apparatus  5120.2 · Small Vehicles 8201 · 8201.214 8205 · 8205.210 8206 · 8206.204 8207 · 8207.205 8208 · 8208.212 8209 · 8209.206 8295 · 8295.211	3.84 1,161.88 38,568.62 7,042.08 8,270.70 5,116.72 31,416.05 1,818.80 825.92 25.77 94,250.38  143.25 1,229.16 35.78 708.52 880.81 920.06 212.57	100,000.00	-99,974.23 -5,749.62	0.0% 94.3%
5120.2 · Small Vehicles - Other	1,113.95	6,000.00	-4,886.05	18.6%
Total 5120.2 · Small Vehicles	5,244.10	6,000.00	-755.90	87.4%
5120.3 · Hose & Ladder Testing 5120.4 · Hose Repair 5120.7 · SCBA 5120.8 · Hydraulic Rescue Tool Service 5120.9 · Power Tools Maintenance 5120.10 · AED/LUCAS Maintenance 5120.11 · Fire Extinguisher Maintenance 5120.12 · Small Instrument Repair & Test 5120.13 · Equipment Maintenance - Misc	0.00 0.00 2,122.85 2,431.85 104.21 4,712.40 437.32 27.26 30.34	6,500.00 500.00 2,500.00 2,500.00 1,000.00 8,100.00 500.00 500.00	-6,500.00 -500.00 -377.15 -68.15 -895.79 -3,387.60 -62.68 -472.74 -469.66	0.0% 0.0% 84.9% 97.3% 10.4% 58.2% 87.5% 5.5% 6.1%
Total 5120 · MAINTENANCE-EQUIPMENT	109,360.71	128,600.00	-19,239.29	85.0%
5121 · MAINTENANCE-ELECTRONICS 5121.1 · Computers 5121.2 · Communication Equipment 5121.3 · Batteries 5121 · MAINTENANCE-ELECTRONICS - Other	0.00 2,945.45 1,142.73 31.30	1,000.00 3,000.00 1,500.00	-1,000.00 -54.55 -357.27	0.0% 98.2% 76.2%
Total 5121 · MAINTENANCE-ELECTRONICS	4,119.48	5,500.00	-1,380.52	74.9%

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
5130 · MAINTENANCE-STRUCTURE				
5130.1 · Structure Maintenance	2 020 52			
Arcata Mad River	2,920.52 36,425.38			
McK	1,743.95			
5130.1 · Structure Maintenance - Other	494.00	46,000.00	-45,506.00	1.1%
Total 5130.1 · Structure Maintenance	41,583.85	46,000.00	-4,416.15	90.4%
5130.2 · Grounds Maintenance				
Arcata Bayside	56.40 312.42			
Mad River	271.39			
5130.2 · Grounds Maintenance - Other	0.00	2,500.00	-2,500.00	0.0%
Total 5130.2 · Grounds Maintenance	640.21	2,500.00	-1,859.79	25.6%
5130.3 · Emergency Power Maintenance				
Arcata Mad River	1,137.85 512.51			
McK	1,137.85			
5130.3 · Emergency Power Maintenance - Other	0.00	3,000.00	-3,000.00	0.0%
Total 5130.3 · Emergency Power Maintenance	2,788.21	3,000.00	-211.79	92.9%
5130.4 · Pest Control	1,100.00	3,000.00	-1,900.00	36.7%
Total 5130 · MAINTENANCE-STRUCTURE	46,112.27	54,500.00	-8,387.73	84.6%
5140 MEDICAL SUPPLIES				
5140.1 · Medical Supplies 5140.2 · AED / LUCAS Supplies	2,346.81 0.00	4,000.02 374.99	-1,653.21 -374.99	58.7% 0.0%
5140.3 · COVID Supplies	0.00	1,499.99	-1,499.99	0.0%
5140 · MEDICAL SUPPLIES - Other	566.78			
Total 5140 · MEDICAL SUPPLIES	2,913.59	5,875.00	-2,961.41	49.6%
5150 · MEMBERSHIPS 5150.6 · Dues	1,598.00	2,000.00	-402.00	79.9%
Total 5150 · MEMBERSHIPS	1,598.00	2,000.00	-402.00	79.9%
5160 · MISCELLANEOUS EXPENSE				
5160 Miscellaneous Expense	108.98	1,000.00	-891.02	10.9%
Total 5160 · MISCELLANEOUS EXPENSE	108.98	1,000.00	-891.02	10.9%
5170 · OFFICE SUPPLIES				
5170.1 · Office Supplies	1,070.95	4,000.00	-2,929.05	26.8%
5170.2 · Postage & Shipping 5170.3 · Software	884.72 328.00	2,000.00	-1,115.28 -172.00	44.2% 65.6%
5170.3 · Software 5170.4 · Subscription Periodicals	0.00	500.00 100.00	-100.00	0.0%
5170 · OFFICE SUPPLIES - Other	308.59			
Total 5170 · OFFICE SUPPLIES	2,592.26	6,600.00	-4,007.74	39.3%
5180 · PROFESSIONAL & SPECIAL SERVICES				
5180.1 · Legal Services	5,001.58	15,000.00	-9,998.42	33.3%
5180.2 · Human Resource Services 5180.3 · Medical Screening Services	51,000.00 828.10	51,000.00 20,000.00	0.00 -19,171.90	100.0% 4.1%
5180.4 · Background Checks	13,351.63	12,000.00	1,351.63	111.3%
5180.5 · Annual Audit Services	9,000.00	11,000.00	-2,000.00	81.8%
5180.6 · Accounting Services	6,023.00	10,000.00	-3,977.00	60.2%
5180.7 · GASB 75 Report	6,600.00	7,000.00	-400.00 504.33	94.3%
5180.8 · IT Services 5180.9 · Web Page Hosting	25,969.31	25,374.99	594.32 -45.00	102.3% 98.7%
5180.10 · Fire RMS Annual Fee	3,330.00 4,620.41	3,375.00 4,350.00	-45.00 270.41	106.2%
5180.11 · Scheduling Program Annual Fee	7,630.00	3,500.00	4,130.00	218.0%
5180.12 · Parcel Quest Annual Fees	1,799.00	2,000.00	-201.00	90.0%
5180.13 · CAD Interface Maintenance Fee	0.00	1,750.00	-1,750.00	0.0%
5180.14 · eDispatches Annual Fee	279.00	2,000.00	-1,721.00 -116.00	14.0%
5180.15 · Survey Program	384.00	500.00	-116.00	76.8%

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
5180.16 · Subscriptions	923.91	1,800.00	-876.09	51.3%
5150.17 Humboldt Co. Fire Chiefs' Assoc	0.00	800.00	-800.00	0.0%
5180.19 · Miscellaneous Services	176.17	500.00	-323.83	35.2%
5180.20 · Finanacial Consulting	0.00	5,000.00	-5,000.00	0.0%
Total 5180 · PROFESSIONAL & SPECIAL SERVICES	136,916.11	176,949.99	-40,033.88	77.4%
5190 · PUBLICATIONS & LEGAL NOTICES 5191.1 · Publications & Notices	821.00	1,000.00	-179.00	82.1%
Total 5190 · PUBLICATIONS & LEGAL NOTICES	821.00	1,000.00	-179.00	82.1%
5200 · RENTS & LEASES - EQUIPMENT 5200.1 · Copier	5,534.67	6,225.02	-690.35	88.9%
Total 5200 · RENTS & LEASES - EQUIPMENT	5,534.67	6,225.02	-690.35	88.9%
5210 · RENTS & LEASES - STRUCTURES				
5210.1 · Arcata Station	100,000.00	90,000.00	10,000.00	111.1%
Total 5210 · RENTS & LEASES - STRUCTURES	100,000.00	90,000.00	10,000.00	111.1%
5230 · SPECIAL DISTRICT EXPENSE	04 040 ==	70 000 00	44 007 -0	10.50
5230.1 · Property Tax Admin Fee	31,012.50	73,000.00	-41,987.50	42.5%
5230.2 · Tax Roll Direct Charge Fee 5230.3 · LAFCO Annual Fee	6,250.50 3.275.39	14,000.00	-7,749.50	44.6% 81.9%
5230.3 · LAFCO Annual Fee 5230.5 · Assessment Adjustments/Refunds	3,275.39 0.00	4,000.00 5,000.00	-724.61 -5,000.00	81.9% 0.0%
5230.6 · Public Education Supplies	1,301.33	1,500.00	-198.67	86.8%
5230.8 · Certifications	273.97	1,000.00	-726.03	27.4%
5230.10 · Recruitment	0.00	1,000.00	-1,000.00	0.0%
5230.11 · Bank Fees	3,267.18	4,200.00	-932.82	77.8%
5230.14 · Recognition & Awards	2,626.77	2,000.00	626.77	131.3%
5230.15 · Health & Wellness	6,721.36	7,000.00	-278.64	96.0%
5230.16 · Public Outreach	0.00	1,000.00	-1,000.00	0.0%
5230.17 · HFB Truck Contract	0.00	10,000.00	-10,000.00	0.0%
5230.18 · HCFCA Air Trailer Annual Fee	0.00	1,000.00	-1,000.00	0.0%
5230.19 · Staff Training	5,700.00	15,000.00	-9,300.00	38.0%
5230.20 · Training Supplies	164.53	10,000.00	-9,835.47	1.6%
5230.21 · Grant Management	0.00	2,000.00	-2,000.00	0.0%
Total 5230 · SPECIAL DISTRICT EXPENSE	60,593.53	151,700.00	-91,106.47	39.9%
5250 · TRANSPORTATION & TRAVEL 5250.1 · Fuel				
McK	13,289.60			
Mad River	34,151.57			
5250.1 · Fuel - Other	1,606.74	53,249.99	-51,643.25	3.0%
Total 5250.1 · Fuel	49,047.91	53,249.99	-4,202.08	92.1%
5250.2 · Lodging Reimbursment	832.40	5,000.00	-4,167.60	16.6%
5250.3 · Per Diem Reimbursement	689.19	5,000.00	-4,310.81	13.8%
5250.4 · Conference Tuition	625.00	5,000.00	-4,375.00	12.5%
5250 · TRANSPORTATION & TRAVEL - Other	1,532.69	0.00	1,532.69	100.0%
Total 5250 · TRANSPORTATION & TRAVEL	52,727.19	68,249.99	-15,522.80	77.3%
5260 · UTILITIES				
5260.1 · P G & E Arcata	10,391.41			
Mad River	3,290.60			
McK	9,993.61			
5260.1 · P G & E - Other	1,436.21	24,000.02	-22,563.81	6.0%
Total 5260.1 · P G & E	25,111.83	24,000.02	1,111.81	104.6%

	Jul '22 - Mar 23	Budget	\$ Over Budget	% of Budget
5260.2 · Water & Sewer Arcata	1,064.35			
Mad River	1,320.43			
McK 5260.2 · Water & Sewer - Other	1,744.65 295.92	4,500.00	-4,204.08	6.6%
Total 5260.2 · Water & Sewer	4,425.35	4,500.00	-74.65	98.3%
Total 5260 · UTILITIES	29,537.18	28,500.02	1,037.16	103.6%
5370 · MINOR EQUIPMENT				
5370.4 · Fire Hose	0.00	5,000.00	-5,000.00	0.0%
5370.6 · Fire Equipment & Fabrication	5,000.63	9,000.00	-3,999.37	55.6%
5370.8 · Computer & Electronics	0.00	13,000.00	-13,000.00	0.0%
5370.9 Power Tools	323.51	0.00	323.51	100.0%
5370.10 · Small Tools	0.00	500.00	-500.00	0.0%
5370 · MINOR EQUIPMENT - Other	129.39			
Total 5370 · MINOR EQUIPMENT	5,453.53	27,500.00	-22,046.47	19.8%
Total SERVICE & SUPPLIES	659,173.19	869,787.51	-210,614.32	75.8%
OTHER BUDGET FUNDING REQUIRED CAPITAL EXPENSE				
Vehicles	0.00	32,000.00	-32,000.00	0.0%
Equipment	210,144.63	50,000.00	160,144.63	420.3%
	<del></del>	<del></del>		
Total CAPITAL EXPENSE	210,144.63	82,000.00	128,144.63	256.3%
DEBT SERVICE				
2021 UAL Refinance-Interest	61,554.10	126,683.00	-65,128.90	48.6%
2021 UAL Refinance-Principal	0.00	261,000.00	-261,000.00	0.0%
2022 Engine Purchase-Interest	15,000.46	15,000.00	0.46	100.0%
2022 Engine Purchase-Principal	100,182.58	100,183.00	-0.42	100.0%
Total DEBT SERVICE	176,737.14	502,866.00	-326,128.86	35.1%
OPERATING FUND TRANSFERS				
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	261,816.00	-261,816.00	0.0%
CalPERS Unfunded Liability Pmt	514,973.80	187,094.00	327,879.80	275.2%
Total OPERATING FUND TRANSFERS	514,973.80	848,910.00	-333,936.20	60.7%
OTHER BUDGET FUNDING REQUIRED - Other	12,292.83			
Total OTHER BUDGET FUNDING REQUIRED	914,148.40	1,433,776.00	-519,627.60	63.8%
6560 · PAYROLL EXPENSES	127,871.60			
66910 · Bank Service Charges	200.00		050 570 00	
Total Expense	4,577,291.20	5,530,863.50	-953,572.30	82.8%
Net Ordinary Income	552,771.82	-558,170.55	1,110,942.37	-99.0%
Net Income	552,771.82	-558,170.55	1,110,942.37	-99.0%



### **CONSENT CALENDAR Item 4**

Date: April 11, 2023

To: Board of Directors, Arcata Fire District

From: Justin McDonald, Fire Chief

Subject: Adopt Resolution 23-284 Directing Transfer of Cash from the

**Humboldt County Treasury Account to the CalTRUST Liquidity Fund** 

# **Background**

At the December 2022 Regular Board meeting the Board approved opening an account with CalTRUST. Staff has completed the paperwork to open the account and now CalTRUST is ready to receive District funds. Staff is proposing to move all but \$500,000.85 from County Treasury to the CalTRUST liquidity fund.

### Recommendation

Staff recommends the Board adopt Resolution 23-284 authorizing the transfer of \$3,431,604 held in cash with County Treasury to CalTRUST liquidity fund.

# **FINANCIAL IMPACT:**

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

### **Alternatives**

1. Board discretion

### **Attachments**

Attachment 1 – Resolution 23-284 Attachment 2 – County Fund Ledgers



Resolution Number: 23-284

# A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS DIRECTING TRANSFER OF CASH FROM THE HUMBOLDT COUNTY TREASURY ACCOUNT TO THE CALTRUST LIQUIDITY FUND

WHEREAS, the Board of the Arcata Fire Protection District at the December 2022 Regular Board meeting authorized the District to become a participant agency with CalTRUST; and

WHEREAS, the Board of the Arcata Fire Protection District hereby finds it appropriate to transfer \$3,431,304 in operating cash held at the County Treasury General Fund account 2010000 into CalTRUST's Liquidity Fund;

WHEREAS, the Board of the Arcata Fire Protection District finds it suitable to keep \$500,000.85 in the County Treasury General Fund account 2010000; and

WHEREAS, the Board of the Arcata Fire Protection District direct the cash be invested in CalTRUST's Liquidity Fund.

**NOW THEREFORE**, **BE IT RESOLVED THAT**, the Board of the Arcata Fire Protection District hereby authorizes the transfer of cash from County Treasury, in the amount of \$3,431,304 to the CalTRUST Liquidity Fund.

**ADOPTED**, **SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes: Nays:	
Abstain:	
Absent:	
DATED: April 11, 2023	
	Signed:
	Blaine Maynor, President
Attest:	
Becky Schuette, Board Clerk/Secretary	

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# Attachment 2

# Trust Fund Account Balance County of Humboldt

Ledger: GL Start Date 07/01/2022 Report Date 02/28/2023

Period: 08 Fiscal Year: 2023

# 2010000 Arcata Fire Protection Dist

Account	<b>Description</b>		<u>Actual</u>
11	Cash		3,931,604.85
33	Beginning Fund Balance		5,634,660.13
101117	Property Tax Current Secured		1,243,481.67
	Prop Tax Current-Unsecured		81,160.22
	Property Tax-Prior Secrd & Esc		23,276.74
	Supplemental Prop Tax PY		4,242.01
	Timber Yield Tax		844.45
800040	Supplemental Taxes-Current		5,688.00
	Property Assessments		2,303,407.66
	Homeowners Prop Tax Relief		3,696.60
2118	Professional & Special Service		37,263.00
3231	Contribution to LAFCO		3,275.39
9105	Fund Draw		5,328,314.24
		Revenue Total	3,665,797.35
		Less Expenditure Total	5,368,852.63
		Net Total	(1,703,055.28)

# District Business



### **DISTRICT BUSINESS Item 1**

Date: April 11, 2023

To: Board of Directors, Arcata Fire District

From: Justin McDonald, Fire Chief

**Subject:** Consider the Formation of the Budget Development Committee

### **DISCUSSION:**

The Fire District Law of 1987 (HSC § 13890) requires the District to establish its own independent budget and annually adopt a Preliminary Budget by June 30. Pursuant to HSC § 13893 the Board will hold a public hearing to adopt the Final Budget before October 1. The law also states that "If the district board has not adopted a preliminary budget, the amounts deemed appropriated shall be based on the budget of the preceding year, excluding fixed assets and new permanent employee positions."

Staff is requesting two board members be assigned to an ad hoc Budget Development Committee. This Committee will work with staff to review and assess the Districts fixed and potential income sources as well as review the expenditure history and budget requests from collateral duty assignments. Once the committee has developed the District's preliminary budget, it will be presented to the full District Board.

Historically the budget has been developed early and adopted at the June regular meeting, prior to the beginning of the new fiscal year. The public hearing for final adoption should then be set for September.

### **RECOMMENDATION:**

Staff recommends the Board consider the information provided, take public comments, discuss and:

- 1. Authorize the formation of an ad hoc budget development committee;
- 2. Appoint no more than two directors to participate;
- 3. Direct the committee to work with staff to produce a FY 2023/24 preliminary budget to be presented no later than the June 2023 Board meeting;
- 4. Direct the committee and staff to have the FY 2023/24 final budget presented no later than the September 2023 Board meeting.

### FINANCIAL IMPACT:

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

### **ALTERNATIVES:**

1. Board discretion

# **ATTACHMENTS:**

None



### **DISTRICT BUSINESS Item 2**

Date: April 11, 2023

To: Board of Directors, Arcata Fire District

From: Justin McDonald, Fire Chief

Subject: Consider Adoption of Resolution 23-285 Approving Amended and

Restated Joint Exercise Powers Agreement of the Fire Risk

**Management Services Joint Powers Authority** 

# **DISCUSSION:**

The Arcata Fire District contracts with the FDAC EBA (Fire Districts Association of California Employment Benefits Authority to provide employee dental, vision, and life insurance services as well as our Employee Assistance Program.

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14: "This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement."

Adoption of Resolution 23-285 approves the Agreement and authorizes the designate executive officer, President Maynor, to execute, thus enabling participation in the FRMS, effective July 1, 2023.

### **RECOMMENDATION:**

Staff recommends the Board consider the information provided, take public comment, discuss and approve Resolution 23-285 approving amended and restated Joint Exercise Powers Agreement of the Fire Risk Management Services Joint Powers Authority. In so approving the Resolution, the Board President is also authorized to sign Section 31 (page 20) of the Agreement to be returned to FDAC EBA.

### FINANCIAL IMPACT:

$\boxtimes$	No Fiscal Impact/Not Applicable
	Included in Budget:
	Additional Appropriation Requested
П	Unknown/Not Yet Identified

# **ALTERNATIVES:**

1. Board discretion

# **ATTACHMENTS:**

Attachment 1 – Memo from FDAC EBA Executive Director
Attachment 2 – Amended and Restated Joint Powers Agreement of Fire Risk
Management Services (Formerly Fire Agencies Self Insurance System (FASIS))
Attachment 3 – Resolution 23-285 Authorizing Participation in and Approving the
Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk
Management Services Joint Powers Authority







TO: FDAC EBA Member Districts

FROM: Carmen Berry, FDAC EBA Executive Director

DATE: March 2, 2023

SUBJECT: AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE

RISK MANAGEMENT SERVICES (formerly FDAC Employee Benefits

Authority)

The Fire Districts Association of California Employment Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and workers' compensation to eligible fire districts in California.

The FDAC EBA and FASIS Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the FDAC Fire Benefits Authority, Article 14:

"This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement."

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FDAC EBA only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

- 1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
- 2. <u>Electronic Signature Email</u>: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
- 3. <u>Electronic Signature Acrobat Sign</u>: electronically access the <u>Agreement</u>, sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

> Melissa Feltz, FDAC EBA Coordinator c/o SMA 808 R Street, Suite 209 Sacramento, CA 95811 FAX: (916) 231-2141 mfeltz@firebenefits.org

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Melissa Feltz at (916) 231-2143 or mfeltz@firebenefits.org.

### Attachments:

- 1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
- 2. Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS
- 3. Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS & FDAC EBA

# AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES

(Formerly Fire Agencies Self Insurance System (FASIS))

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services ("FRMS") ("Agreement"), formerly known as the Fire Agencies Self Insurance System ("FASIS") is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the "Members") pursuant to the authority conferred by Government Code Section 6500 et seq.

### RECITALS

WHEREAS, each of the Members who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker's Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

# SECTION 1: DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

- 1. "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
- 2. "Administrator" shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
- 3. "Assessment" means an amount additional to a Member's initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
- 4. "Board of Directors" or "Board" shall mean the governing body of FRMS.
- 5. "Bylaws" means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
- 6. "Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
- 7. "Contribution" shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
- 8. "Coverage Program" shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers' Compensation Coverage Program for workers' compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
- 9. "Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

- 10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
- 11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
- 12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
- 13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
- 14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
- 15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
- 16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
- 17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
- 18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
- 19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
- 20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

- 21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
- 22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

### SECTION 2: FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

# **SECTION 3: PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

# SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

# SECTION 5: PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

### SECTION 6: TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

### SECTION 7: POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

### SECTION 8: BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

### SECTION 9: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

### SECTION 10: OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

### SECTION 11: RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

### SECTION 12: COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

### SECTION 13: BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

### SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

### SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

### SECTION 16: ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments**. Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling**. The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit**. The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

### SECTION 17: SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

### SECTION 18: RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report jobrelated accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making jobrelated accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

### SECTION 19: NEW MEMBERS

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

# SECTION 20: WITHDRAWAL

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

# SECTION 21: EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

### SECTION 22: EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

### SECTION 23: TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

### SECTION 24: <u>AMENDMENTS</u>

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

### SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

### SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

# SECTION 27: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

### SECTION 28: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

### SECTION 29: ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

(d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administrating the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

### SECTION 30: MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

# SECTION 31: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

	(Agency Name)	
Date:	By:	
	Name/Title	



Resolution Number: 23-285

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Arcata Fire Protection District is currently a member of FDAC EBA, and the Board of Directors of Arcata Fire Protection District finds it in the best interest of Arcata Fire Protection District to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the Arcata Fire Protection District to pass a resolution expressing the desire and commitment of Arcata Fire Protection District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Arcata Fire Protection District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

2149 CENTRAL AVE, MCKINLEYVILLE CA 95519 | (707) 825-2000 | WWW.ARCATAFIRE.ORG WE EXIST TO PROTECT THE LIVES, ENVIRONMENT AND PROPERTY OF THE COMMUNITIES WE SERVE. BE IT FURTHER RESOLVED that the Board of Directors authorizes the Board President to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Arcata Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes:
Ayes:
Nays:
Abstain:
Absent:

DATED:

Signed:

Blaine Maynor, President

Attest:

Becky Schuette, Board Clerk/Secretary

# Correspondence & Communications



### CORRESPONDENCE & COMMUNICATIONS Item 3

Date: March 13, 2023

To: Board of Directors, Arcata Fire District

From: Justin McDonald, Fire Chief Subject: Fire Chief's Monthly Report

### **Monthly Incident Activity**

### **March Notable Incidents**

03/06/2023 Chimney Fire - 1500 Blk of Charles Ave, Arcata - fire contained to the

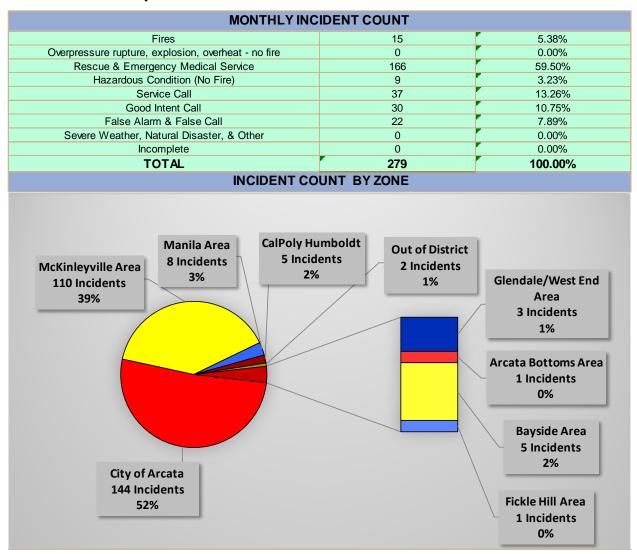
stovepipe.

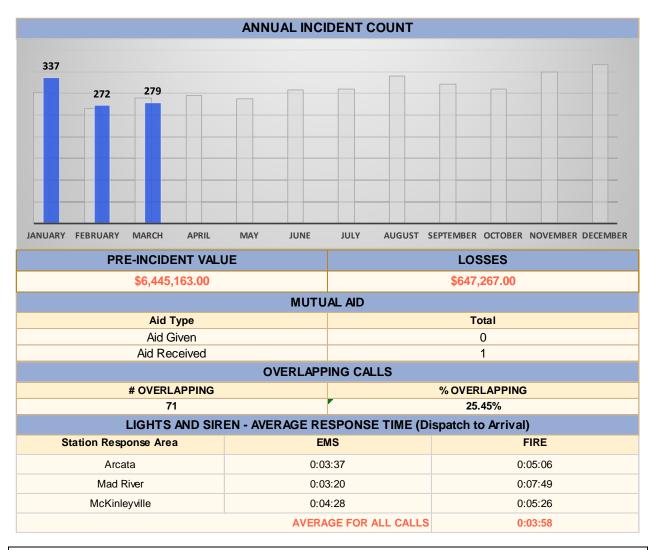
03/06/2023 Structure Fire - 1900 Blk of Sagewood Way, McKinleyville - fire was

contained to the oven.

03/28/2023 Structure Fire - 4000 Blk of West End Ct, Arcata - Fire was contained to a

2 story ranch house. Cause unintentional and was a total loss.





### **Monthly Operations Report**

**March Overtime Hours -** Suppression staff covered **537** hours of mandatory OT to maintain minimum staffing levels at all three stations.

**Training Highlights – 151.5 hours** of training that included, drivers training refresher, rope and knot refresher, EMS refresher, USCG Helo hoist training.

Apparatus	and Station Maintenance and Repair Report
E8211	Out Of Service - Mechanical
E8215	In Service @ Arcata
E8217	Out Of Service - Mechanical
E8239	In Service @ MR as First out on 3/22
E8219	In Service @ McK as First out on 4/2
WT8258	In Service @ Arcata
A8241	In Service @ McK
L8291	In Service @ Mad River
L8295	In Service @ Arcata
U8205	In Service as C8200
U8201	Out Of Service – Waiting on Emergency Vehicle upfitting
U8207	In Service as C8201
U8208	In Service as Inspector
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U8209 In Service @ Arcata

McKinleyville Station –

Mad River Station – Researching the cost of automatic transfer switch for generator.

Arcata Station -

Bayside Property – Planning to mow grass once the field dries out.

### **Monthly Administrative Report**

**Annexation** – Planning team has reached out to Green Diamond to check their interest in including their properties and they have indicated they would like to go with the annexation. We are waiting to hear from Barnum Timber Company. The County Planning staff is preparing the LAFCo application, and we are waiting to see what the BOE (Board of Equalization) mapping fees will be for the annexation area.

**Station Closure** – Mad River Station will be browned out on 4/14 & 15 due to lack of staffing. There are not enough available employees to force shifts to keep the station staffed. We have several employees out of town on training, military leave, and vacation, along with injury leave.

**Capital Plan** – Attached to this report are the two documents that were requested from a previous meeting. The <u>Long Term Capital Improvement Plan</u> was developed by AC Campbell last year and will be updated by FC Johnson. The <u>Vehicle Replacement Schedule</u> is also attached and follows the Vehicle Replacement Policy the District Adopted.

**Public Engagement Opportunity** – The Sorority Delta Phi Epsilon, with the assistance of District Staff, will be conducting a team building at the MR Station on 4/22. Our own VLU Member, Angelica Mercer-Garcia is a member of DPhiE and is hosting the event on behalf of the District and her Sorority. The women of DPhiE will be completing team building events including hose evolutions, room search drills, and forcible entry. Much like what was done for the Cal Poly women's soccer team, this event will hopefully inspire and promote more women to join the fire service.

### **Fire Prevention Report**

Fire Marshal Position

Hours worked

Business License Inspection:

Construction Inspections:

Referal from Inspectors:

Hazard Abatment:

Public Education

Public Education

General Meeting

Building Department Pre-app:

1

Training

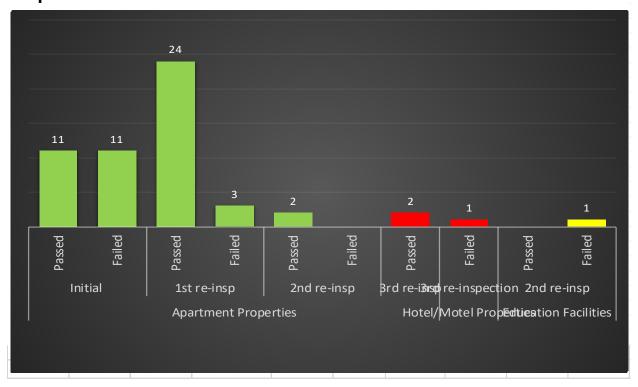
Misc Other Event

Hydrant Flow

**Inspector Position** 

Other

Hours worked 66.50 hours



## **Revenue Recovery**

Insurance Claims	ı	Last Month	All Year		
Claims Submitted	11	\$3876.00	25	\$8732.00	
Payments Received by FRUSA	3	\$1452.00	18	\$12,834.85	
Claims Denied	0	\$0.00	0	\$0.00	
NON-BILLABLE - (INADAQUATE INFO PROVIDED BY FD)	0	\$0.00	0	\$0.00	
Drafts	0	\$0.00	0	\$0.00	
Non-Billable (Other)	0	-	0	-	
In Progress	9	-	17	-	

\$45,141.14

(290) Invoices

### **Inspection Fees Paid**

Payments last month	Payments this year	
\$4953.00 (30) Invoices	\$10709.20	(69) Invoices
	Payments last year	

Billing Status Count FD Amount Open -30 14 \$1834.20 Open -60 6 \$816.84 Open -90 \$145.98 1 Open -90+ 0 \$0.00 Sent to collections \$3711.13 26

Accounts Receivable \$6508.14

	Fire Station	Station Long-Term Capital Improvement Plan	_			
	These items are typically high-co	These items are typically high-cost replacement items or upgrades to infrastructure and operational ability.	operational abi	lity.		
		McKinleyville Station				
Item	Description of Project	Additional Information	Timeline	Estimated In-house Repair	Estimated Contractor Repair	y pair
SCBA Compressor	Purchase and install new SCBA fill station with three-bottle fill station.	This will allow for McKinleyville Station to be independent and operationally ready without reliance on running SCBA bottles to Arcata during a major incident. Arcata's compressor is over 25 years old and well past it's expected lifespan.	2023		\$ 85,000.00	0.00
Asphalt	Crack seal and sealcoat all asphalt	Every two years	2024/2026/2 028/2030		\$ 5,000.00	0.00
Security Gate- Rear	Add remote/solar controlled security gate to Gwin   Solar system, gate with lift or swing arm Road entrance	Solar system, gate with lift or swing arm	2024		\$ 15,000.00	0.00
Station Repaint	paint building same colors	Station will be ten years old and due for repaint	2027		\$ 50,000.00	0.00
Solar Power	Install solar power.	There are rebates available for solar power systems. This type of system would allow the station to begin transition toward green energy and reduce utility costs. It is estimated the recovery for installing this type of system is ten years.	2028		\$ 50,000.00	0.00
		Mad River Station				
Asphalt	Crack seal and sealcoat all asphalt	Every two years	2024/2026/2		\$ 10,000.00	0.00
Replace Fuel Counter- Diesel and Gasoline	Replace both fuel tank dispenser/counter	two new dispenser/counter units	2025		\$ 4,500.00	0.00
Utility Sink Room Conversion- Extractor and Sink	Convert utility sink room in apparatus bay to hold a small turnout extractor and small utility sink	Extractor, small sink, plumbing conversion, electrical upgrade, protect with white wall liner sheet panel siding	2025		\$ 10,000.00	0.00
Heating System	Replace Heating System	Heating system is approximately 25 years old and should be replaced with a more efficient system before it fails.	2025		\$ 7,000.00	0.00

Remodel/Update Sleeping Quarters and living areas.	Remodel all living quarters. This does not include structural modifications such as adding individual Remodel/Update bedrooms. This type of modification would Sleeping Quarters require engineering, roof alteration, and and living areas. extension of exterior walls. The District would be required to bring the station up to seismic and ADA standards.	MR Station does not meet seismic or ADA standards. Bringing the station up to these standards will cost over a million dollars. Until the District is in a position to make the necessary improvements, the station should be renovated to increase efficiency, and provide for a more comfortable living area for on-duty crews. This may include: installing T-bar ceiling in sleeping quarters, drop sprinkler heads into rooms, remove paneling and replace with sheetrock, new flooring, paint walls, ceiling, and all cabinets. The project may also include repairing/replacing specific components such as the counter tops in the office area.	2026	₩	85,000.00
Security Gate- Rear entrance and both front entrances	Security Gate- Rear entrance and solar, install swing gate at north and south front entrance points	motor, chain system with solar power	2026	\$	25,000.00
Install Small SCBA Compressor	Install Small SCBA Install small two-bottle Bauer SCBA fill station in compressor truck barn.	Electrical upgrade required	2027	\$	10,000.00
Generator Housing	Build generator storage room to protect from elements	Fence around perimeter with roof overhang. Will reduce maintenance and protect generator from elements.	2027	↔	15,000.00
Prep and Paint Building	paint building same colors	Completed in 2022 will need paint in 10 years	2027	\$	10,000.00
Reroof Station	Roof has estimated 8 years left		2029	\$	35,000.00
Solar Power	Install solar power.	There are rebates available for solar power systems. This type of system would allow the station to begin transition toward green energy and reduce utility costs. It is estimated the recovery for installing this type of system is ten years.	2032	-	50,000.00

Fire Station Renovation (Seismic and ADA Compliant)	Fire Station Renovation (Seismic and ADA standards. Provide for individual sleeping areas Compliant)	The current station does not meet seismic or ADA standards. The Administration has developed a plan to remodel the station in 2026. This is only a temporary solution. In order to bring the MR Station into compliance, the District should develop a specific Capitol Improvement Budget for a major renovation. This would allow all three stations to be in compliance. This plan does not account for the station being in the Mathews Dam Flood zone. The station is not in the tsunami zone but this information is based on computer modeling and tsunami's are a potential risk. In order to address that issue, the station should be relocated and/or renovated to include high water inundation. May be less expensive to build a new living quarters adjacent to the truck barn.	2032	.t. t.	1,500,000.00
		Arcata Station			
Classroom Setup	Set up classroom technology and supporting equipment	Large TV, Projector, screen, webcam, computer, speakers, mic, electronic board, blackout curtains,	2023	↔	20,000.00
SCBA Air Compressor	Install new SCBA three-bottle air compressor	Replace 20+ year old compressor that has already exceeded its lifespan.	2026	↔	90,000,00
Extractor	Install extractor in utility shower room of maintenance room. Will require plumbing, electrical, and base modifications	The only extractor is in McKinleyville and it is approximately 20 years old. The extractor in McKinleyville has gone out of service for repairs three times in five years.	2027	\$	35,000.00

	2022	2023	2024	2025	2026	2027	2028	2029	2030	1
2010 F-150					10					
(U8205) *	6	7	8	9	10					COMMAND VEHICLE
New Type						1	2	3	4	
Command										
2008 F-350	15									COMMAND VEHICLE
(U8206)										
2020 Chevy PU		1	2	3	4	5	6	7	8	COMMAND VEHICLE
(U8201) *										
2008 F-350 (U8207)	15	16								COMMAND VEHICLE
New Type			1	2	3	4	5	6	7	
Command					,	7	,	Ů	,	
2015 Spark		1	2	3	4	5	6	7	8	SUPPORT
(U8208) *										
2019 Hyundai		1	2	3	4	5	6	7	8	SUPPORT
(U8206) *										
2007 Ferrera (8211)	16	17	18	19	20					Reserve
2011 Ferrara	12	12	14	15	16	47	10	19		Arcata
(8215)	12	13	14	15	10	17	18	19		Arcata
2007 Ferrera (8216)	16									
2011 Ferrara										
(8217)	12	13	14	15	16	17	18	19	20	Mad River
2022 Pierce		1	2	3	4	5	6	7	8	McKinleyville
(8219)		-		3	4	J	O	,	0	wickimeyvine
New Type 1						1	2	3	4	Mad River
New Type 1									1	McKinleyville
2004 Westmark										
(8239) *		1	2	3	4	5	6	7	8	
New Type 3				1	2	3	4	5	6	
1998 Cent.	25	26	27	28	29	30				
States (8258)										
New Tender						1	2	3	4	
2016 Pierce	6	7	8	9	10	11	12	13	14	SUPPORT
(8291)		•			0			13	T	31.1311

2009 F-250 (U8209)	14	15	16	17	18	19	20			SUPPORT
2019 F-450 (U8295)	4	5	6	7	8	9	10	11	12	SUPPORT
UTV (8241)	5	6	7	8	9	10	11	12	13	SUPPORT

Colors: Yellow is projected life;
Red is extended life;
Black is past retirement age
\* Indicates Vehicle was purchase "used"