

District Board Members

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



District Staff

Justin McDonald
Fire Chief
Becky Schuette
Clerk of the Board

Regular Board Meeting

April 9, 2024

5:30 PM

Location: 631 9th Street, Arcata
Arcata Station Classroom

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE & DETERMINATION OF QUORUM

APPROVAL OF AGENDA

PUBLIC COMMENT/ASSOCIATION REPORTS

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.

CONSENT CALENDAR

Pg. 4

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 12, 2024 Regular Meeting

Pg. 5

2. March 2024 Financial Report

Pg. 13

3. Adoption of Resolution 24-302 with Exhibit A, Authorizing the Destruction of Certain Fire District Records Pg. 33
4. Approve Employment Agreement Between Arcata Fire Protection District and Fire Chief Christopher Emmons Pg. 36
5. Consider Letter of Support for SAFER Grant Application Pg. 57
 - a. Attachment 1 - Draft Letter of Support Pg. 58
6. Adoption of Resolution 24-303 with Exhibit 1 and Exhibit 2, Authorizing a Secured Property Tax Revenue Exchange between the County of Humboldt and the Arcata Fire Protection District Pg. 59

DISTRICT BUSINESS Pg. 74

1. First reading of Reinstatement of Board Member Compensation Pg. 75
 - a. Attachment 1 - Draft Ordinance 24-22 Pg. 76
2. Direct the Budget Committee to Work with Staff to Develop the 2024/25 Budget for Presentation to the Board Pg. 81
3. Consider Agreement for Consulting Services for the Development of Long-Term Finance Planning with CalMuni Advisors and Authorize the Fire Chief to Sign the Agreement Pg. 82
 - a. Attachment 1 - Agreement for Consulting Services Pg. 84
4. Arcata General Plan and Gateway Area Plan Draft Environmental Impact Report Pg. 102
 - a. Attachment 1 - Draft Board Letter to the City of Arcata Pg. 103

CORRESPONDENCE & COMMUNICATIONS Pg. 104

1. Public Correspondence - none
2. Committee Reports
 - a. Fire Station Ad-Hoc Committee (*Maynor, Akana*)
 - b. AVFA, L4981, AFD Relations Ad-Hoc Committee (*Maynor*)
 - c. FY 2024/25 Budget Committee (*Johnson, Loudenslager*)
3. Fire Chief's Monthly Report Pg. 106
4. Director Matters

CLOSED SESSION

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

ADJOURNMENT

Next Regular Board Meeting is scheduled for May 14, 2024, Arcata Downtown Station Classroom, 631 9th Street in Arcata at 5:30 pm.

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

Consent Calendar



MINUTES

Regular Board Meeting

March 12, 2024

5:30 p.m.

Location: 631 9th Street, Arcata

Arcata Fire Station Classroom

Board of Directors

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice President Akana.

ATTENDANCE AND DETERMINATION OF A QUORUM

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

Additional District administrative staff included Fire Chief Justin McDonald, Assistant Chief Chris Emmons, Board Secretary Becky Schuette, Board Secretary Trainee Katie Hill, and Public Information Officer Alyssa Alvarez.

APPROVAL OF AGENDA

Prior to approval of the agenda, Chief McDonald requested that Item 3 be pulled from the consent calendar due to missing documents.

There were no public comments or comments from the Board.

It was moved to approve the agenda.

Motion: Johnson; Second: Maynor

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

PUBLIC COMMENT

Senior Management Group – Nothing to report.

Local 4981 – Nothing to report.

Public Comment - There were no public comments.

CONSENT CALENDAR

1. Minutes from February 13, 2024, Regular Meeting
2. February 2024 Financial Report

3. Approve Employment Agreement Between Arcata Fire Protection District
4. and Fire Chief Christopher Emmons
5. Accept Written Measure F Citizen Advisory Committee Report from
6. FY 2022/23
7. Approve revision to Policy P208 Travel Policy

Prior to approval of the Consent Calendar, Chief McDonald made the following changes:

The following grammatical errors were made to consent calendar item 5, Approve revision to Policy P208 Travel Policy:

- *Page 1 of the policy, section 208.2 Policy, the word “be” was inserted into the first sentence between must and for.*
- *Page 3 of the policy, section 208.2.5 Transportation, the word “will” was deleted in the second paragraph between district and reimbursement.*
- *Page 4 of the policy, section 208.3 Authorization Procedure, the word “lease” was corrected to “least” in subsection c.*
- *Page 4 of the policy, section 208.4 Travelers Responsibilities, the word “for” was deleted in the first paragraph between authorization and they. In the bullet point of the same section, the word “for” was inserted after the word need.*

There were no comments from the public or the Board.

It was moved to approve the consent calendar with the noted changes and corrections.

Motion: Johnson; Second: Mendosa

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

DISTRICT BUSINESS

1. Approve the Purchase of a New Engine from Golden State Fire Apparatus and Authorize the Fire Chief to Sign the Agreement:

Chief McDonald summarized his staff note.

Following the recognition of the Orvamae Emmerson Endowment Fund and Edy Vaissade, several of the Directors asked questions or made comments.

There were no comments from the public.

It was moved to approve the purchase of a new fire engine, authorize the Chief to sign the contract with Golden State Fire Apparatus.

Motion: Mendosa; Second: Maynor

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

2. Adopt Resolution No. 24-301 Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Purchasing a New Fire Engine, and Authorizing Other Related Actions in Connection Therewith:

Chief McDonald summarized his staff report aloud. Chief McDonald also advised that the good faith estimate was not in the original posted draft Resolution however at the meeting, the Board and public were provided with an updated draft Resolution to reflect the numbers provided. A copy of the updated Resolution will be attached to these minutes.

Several Directors asked questions. Answers and clarification was made by Chief McDonald.

A member of the public queried as to when the District would take ownership of the engine.

It was moved to adopt Resolution 24-301 approving the form and authorizing the execution and delivery of certain financing documents for the purpose of purchasing a new fire engine and authorizing other related actions in connection therewith.

Motion: Johnson; Second: Maynor

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

3. Consider and Provide Staff Direction as to the Reinstatement of Board Member Compensation:

Chief McDonald reviewed his staff note aloud and requested direction from the Board on how to proceed.

Upon a question from Director Akana about Section 2 on page 292 of the sample draft ordinance, the Chief advised that the final ordinance would have the correct language.

There were no comments from the public.

No motion was made, the first reading of the ordinance will take place at the April regular meeting.

4. Consider Approval of the Fiscal Year 2023/24 Mid-Year Amended Budget:

Chief McDonald reviewed his staff note aloud.

Directors asked clarifying questions which the Chief responded to.

Vice President Akana confirmed that the date on page 302 should read July 1, 2023, and not July 1, 2022.

There were no comments from the public.

It was moved to approve the Final FY 2023/24 Mid-Year amended budget.

Motion: Maynor; Second: Johnson

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

5. Request for Nominations for Humboldt Local Agency Formation Commission (LAFco):

Chief McDonald reviewed his staff note aloud.

The Directors had a brief discussion.

There were no comments from the public.

No motion was made, no action was taken by the Board.

CORRESPONDENCE & COMMUNICATIONS

1. Public Correspondence

- a. AVFA Monthly Activity Report

2. Committee Reports:

- a. Fire Station Committee (Maynor, Akana) – Nothing to report.
- b. AVFA, L4981, AFD Relations Committee (Maynor) – Nothing to report.
- c. Budget Committee (Johnson, Loudenslager) – *Fiscal Year 23/24 ad hoc committee has completed their assignment.*
 - i. Director Loudenslager and Johnson agreed to continue as Budget Committee, with support from the Board

3. Fire Chief's Monthly Report – Chief McDonald reviewed his staff report and expanded on the Charles Avenue structure fire. After briefly discussing annexation, the Chief requested a Director attend the LAFco public hearing meeting on March 20, 2023 with him, to represent the Fire District.

Assistant Chief Emmons updated the Board with the Standards of Cover progress, a SAFER grant update with corrected dates of application period, and provided a recap on recent National Fire Academy training.

4. Director Matters – Vice President Akana asked about the Assistant Chief hiring process.

Several of the Directors commented on the livestream funeral service for former career Engineer Benelisha.

ADJOURNMENT

Following a motion by Director Mendosa and a Second by Director Johnson, Vice President Akana adjourned the meeting at 6:48pm.

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

Respectfully submitted,

Katie Hill,
Clerk of the Board (*Trainee*)



Resolution Number: 24-301

A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN FINANCING DOCUMENTS FOR THE PURPOSE OF PURCHASING A NEW PIERCE ENFORCER TYPE 1 ENGINE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the Arcata Fire Protection District (the “District”) is a fire protection district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to work with the California Municipal Public Financing Authority, a nonprofit entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), for the purpose of, among other things, procuring financing for the District’s purchase of a new Pierce Enforcer Type 1 Engine, all as more particularly described in **Exhibit A** to the hereinafter described Loan Agreement (the “Project”); and

WHEREAS, the Authority was formed pursuant to a joint exercise of powers agreement, dated as of June 24, 2020 (the “JPA Agreement”) and Article I (commencing with Section 6500) of Chapter 5 or Division 7 of Title I of the Government Code of the State of California for the purpose of, among other things, assisting California government agencies with the issuance of non-recourse debt, which may include bonds, loans, certificates of participation, notes, leases, installment sale or other evidences of indebtedness, and to otherwise undertake financing programs under the applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, to facilitate the financing of the Project the Authority proposed a cost-effective installment sale financing arrangement pursuant to the terms and conditions set forth in a Series 2024A Installment Loan Purchase Agreement, dated as of April 1, 2024, by and between the Authority and the District (the “Loan Agreement”), the proceeds of which will be administered pursuant to certain Irrevocable Payment Instructions, dated as of April 1, 2024, by and between the Authority, the District and the assignee of the financing arrangement (the “Irrevocable Payment Instructions”); and

WHEREAS, the Board of Directors (the “Board”), after due investigation and deliberation, has determined that it is in the public interests of the District at this time to undertake tax-exempt municipal financing for the purchase of the new Pierce Enforcer Type 1 Engine in accordance with the Loan Agreement (the “Financing”); and

WHEREAS, the Board, with the aid of its staff, has reviewed the form of the Loan Agreement and Instructions, the forms of which are on file with the Secretary to the

Board, and the Board wishes at this time to approve the foregoing documents as being within the public interests of the District; and

WHEREAS, pursuant to Government Code Section 5852.1, certain good faith information relating to the Financing is set forth herein and made public; and

WHEREAS, the Board desires to designate the Loan Agreement as a “Qualified Tax-Exempt Obligation;” for purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Board wishes at this time to authorize all proceedings relating to the Financing as well as the execution and delivery of the Loan Agreement and all other agreements and documents relating thereto; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the Arcata Fire Protection District that:

Section 1. Recitals. The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above are true and correct.

Section 2. Authorized Representatives. The President, Fire Chief, Board Clerk/Secretary and any other person authorized by the Fire Chief to act on behalf of the District shall each be an “Authorized Representative” of the District for the purposes of structuring and providing for the execution and delivery of the Loan Agreement, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the issuance, sale and delivery of the Loan Agreement (including, but not limited to, the documents referenced in this Resolution, and any other documentation required or necessary in connection therewith, which are sometimes hereafter referred as the “Financing Documents”), and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board has approved in this Resolution and said Financing Documents.

Section 3. Significant Public Benefits. The Board hereby finds and determines that the execution of the Loan Agreement is expected to result in significant public benefits to the District and its ratepayers.

Section 4. Approval of Loan Agreement. The Board hereby authorizes and approves the Loan Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final aggregate principal amount of the Financing and the corresponding final debt service payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Loan Agreement in substantially said form, with such changes therein as the Authorized Representative executing the same may approve (such approval to be conclusively evidenced by such Authorized Representative's execution and delivery thereof). The Board hereby authorizes the delivery and performance of the Loan Agreement.

Section 5. Approval Irrevocable Payment Instructions. The Board hereby authorizes and approves the Irrevocable Payment Instructions in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute the final form of the Irrevocable Payment Instructions for and in the name and on behalf of the District, and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Irrevocable Payment Instructions.

Section 6. Good Faith Estimates. Set forth below are good faith estimates of the Municipal Advisor, as required under Section 5852.1 of the Government Code. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Financing is estimated at 4.50%, calculated as provided in Section 5852.1(a)(1)(A) of the Government Code.

(b) The finance charge of the Financing, including all fees and charges paid to third parties, is estimated at \$12,500.

(c) Proceeds of the Financing received by the District of \$1,000,000, less the finance charge set forth in (b) above, is equal to \$987,500.

(d) The total payment amount (principal and interest) calculated as provided in Section 5852.1(a)(1)(D) of the Government Code is estimated at \$1,327,000.

Section 7. Qualified Tax-Exempt Obligation. The Board hereby designates the Loan Agreement for purposes of Paragraph (3) of Section 265(b) of the Code as a "Qualified Tax-Exempt Obligation" and covenants that the Loan Agreement does not constitute a private activity bond as defined in Section 141 of the Code and that the aggregate face amount of all tax-exempt obligations issued by the District (including all subordinate entities of the District and all entities which may issue obligations on behalf of the District) during the calendar year 2024 is not reasonably expected to

exceed \$10,000,000, excluding, however, private activity bonds, as defined in Section 141 of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and current refunding obligations having a principal amount not in excess of the refunded obligation.

Section 8. Confirmation and Direction to Proceed with the Financing. All actions heretofore taken by the officers and agents of the District with respect to the Financing are hereby approved, confirmed and ratified. The Authorized Representatives and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they or any of them might deem necessary or appropriate in order to consummate any of the actions and transactions contemplated by this Resolution and the Financing Documents. Whenever any officer of the District is authorized to execute or countersign any document or take any action contemplated by this Resolution and the Financing Documents, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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: March 12, 2024

Signed:

Jason Akana, Vice President

Attest:

Becky Schuette, Board Clerk/Secretary

8:05 AM
 04/04/24
 Accrual Basis

Arcata Fire Protection District
Balance Sheet
 As of March 31, 2024

	Mar 31, 24
ASSETS	
Current Assets	
Checking/Savings	
CaITRUST	5,491,717.73
CCCU Checking	226,606.08
CCCU Liquid Assets	118,846.35
CCCU Savings	66.98
Contingency Fund	270,099.56
County Treasury	741,324.33
PERS Contingency Fund	367,943.39
Vehicle Replacement Fund	488,096.50
Total Checking/Savings	7,704,700.92
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	10,575.27
Total Accounts Receivable	10,575.27
Other Current Assets	
Acct. Recv. - County Treasury	1,154,944.31
Interest Receivable	15,000.00
Prepaid Expense	21,606.18
Total Other Current Assets	1,191,550.49
Total Current Assets	8,906,826.68
Fixed Assets	
Accumulated Depreciation	-2,505,291.00
Buildings & Improvements	2,395,484.62
Equipment	3,597,743.56
Land	224,630.00
Total Fixed Assets	3,712,567.18
Other Assets	
Deferred Outflows - OPEB	1,178,335.00
Deferred Outflows - PENSION	4,376,216.00
Total Other Assets	5,554,551.00
TOTAL ASSETS	18,173,944.86
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	1,082,169.89
Total Accounts Payable	1,082,169.89
Credit Cards	
US BANK	19,931.15
Total Credit Cards	19,931.15

Balance Sheet

As of March 31, 2024

	<u>Mar 31, 24</u>
Other Current Liabilities	
Suspense	-1,985.38
Accounts Payable 2	21,606.18
Accrued Expenses - OTHER	33,011.08
Accrued Interest Expense	58,542.11
Compensation Time Off (CTO)	32,458.40
WAGES PAYABLE	52,884.91
2100 · Payroll Liabilities	3,375.04
	<hr/>
Total Other Current Liabilities	199,892.34
	<hr/>
Total Current Liabilities	1,301,993.38
Long Term Liabilities	
West America Bank - Engine loan	634,618.89
Accrued Employee Benefits	123,790.80
Deferred Inflows - OPEB	3,843,418.00
Deferred Inflows - PENSION	3,947,843.00
Net Pension Liability	2,704,068.00
OPEB Liability	8,414,987.00
Webster Bank	4,493,000.00
	<hr/>
Total Long Term Liabilities	24,161,725.69
	<hr/>
Total Liabilities	25,463,719.07
Equity	
32000 · *Retained Earnings	-41,900.97
Investment in Fixed Assets	3,077,948.29
3900 · RETAINED EARNINGS	-10,533,674.63
Net Income	207,853.10
	<hr/>
Total Equity	-7,289,774.21
	<hr/>
TOTAL LIABILITIES & EQUITY	18,173,944.86
	<hr/> <hr/>

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
707 PEST SOLUTIONS					
Bill	03/03/2024	Pest Services ...	Arcata Station	95.00	95.00
Bill	03/03/2024	Pest Services ...	Mad River Station	95.00	190.00
Bill	03/03/2024	Pest Services ...	McKinleyville Station	85.00	275.00
Total 707 PEST SOLUTIONS				275.00	275.00
ACCESS HUMBOLDT					
Bill	03/07/2024	Board Meeting...	5230.11 · Public Out...	55.00	55.00
Total ACCESS HUMBOLDT				55.00	55.00
ADVANCED SECURITY					
Bill	03/01/2024	Billing coverag...	Arcata Station	210.00	210.00
Bill	03/01/2024	Billing coverag...	Mad River Station	210.00	420.00
Bill	03/01/2024	Billing coverag...	McKinleyville Station	217.50	637.50
Total ADVANCED SECURITY				637.50	637.50
AIRMEDCARE					
Bill	03/22/2024	Service throug...	5030.5 · Air Ambulan...	2,809.00	2,809.00
Total AIRMEDCARE				2,809.00	2,809.00
ALBER'S TRACTOR & AG WORK					
Bill	03/22/2024	Ventrac, Edgi...	Bayside Property	250.00	250.00
Total ALBER'S TRACTOR & AG WORK				250.00	250.00
AM EQUIPMENT					
Credit Card Charge	03/11/2024	PANTOGRAP...	210 · 2010 F-150	37.99	37.99
Total AM EQUIPMENT				37.99	37.99
AMAZON					
Credit Card Charge	03/01/2024	Battery for Chi...	5121.1 · Computers	30.49	30.49
Credit Card Charge	03/05/2024	AJC Battery B...	5121.1 · Computers	60.98	91.47
Credit Card Charge	03/06/2024	Office/waiting ...	McKinleyville Station	107.46	198.93
Credit Card Credit	03/06/2024	Wireless keyb...	5170.1 · Office Suppl...	-24.77	174.16
Credit Card Credit	03/06/2024	Wrist support	5170 · Office Expense	-12.49	161.67
Credit Card Charge	03/08/2024	(4) Black unifo...	5050.1 · Uniforms	240.96	402.63
Credit Card Charge	03/10/2024	C-Spine bags ...	5140.1 · EMS	167.52	570.15
Credit Card Charge	03/13/2024	White board fo...	McKinleyville Station	212.26	782.41
Credit Card Charge	03/15/2024	Label maker t...	5170.1 · Office Suppl...	19.37	801.78
Credit Card Charge	03/15/2024	AMAZON PRI...	5150 · Memberships	192.87	994.65
Credit Card Charge	03/18/2024	Toaster	McKinleyville Station	43.09	1,037.74
Credit Card Charge	03/19/2024	Yellow label ta...	5170.1 · Office Suppl...	16.69	1,054.43
Credit Card Charge	03/20/2024	Office supplie...	5170.1 · Office Suppl...	83.59	1,138.02
Credit Card Charge	03/21/2024	Red label tape	5170.1 · Office Suppl...	19.37	1,157.39
Credit Card Charge	03/22/2024	Trashcan for ...	5170.1 · Office Suppl...	7.33	1,164.72
Credit Card Charge	03/23/2024	Wall mounted ...	5170.1 · Office Suppl...	76.45	1,241.17
Credit Card Charge	03/23/2024	Wireless keyb...	5170.1 · Office Suppl...	22.51	1,263.68
Credit Card Charge	03/27/2024	(5) SCBA Air ...	5120.4 · SCBA	113.05	1,376.73
Credit Card Charge	03/27/2024	COAT RACK ...	5090.3 · Station Furn...	22.62	1,399.35
Credit Card Charge	03/27/2024	GAUZE SPO...	5140.1 · EMS	15.66	1,415.01
Credit Card Charge	03/27/2024	BANDAGES, ...	5140.1 · EMS	74.72	1,489.73
Credit Card Charge	03/27/2024	SALINE SOL...	5140.1 · EMS	46.32	1,536.05
Credit Card Charge	03/29/2024	Laminating Sh...	5170.1 · Office Suppl...	6.31	1,542.36
Total AMAZON				1,542.36	1,542.36

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
Anchortex Corporation					
Credit Card Charge	03/13/2024	Butler and Ba...	5050.1 · Uniforms	634.56	634.56
Total Anchortex Corporation				634.56	634.56
ARCATA POLICE					
Bill	03/07/2024	Livescan fee f...	5180.4 · Background...	198.00	198.00
Total ARCATA POLICE				198.00	198.00
ARCATA PRO FLOOR					
Credit Card Charge	03/06/2024	Base boards f...	Mad River Station	197.11	197.11
Total ARCATA PRO FLOOR				197.11	197.11
ARCATA PROF. FIREFIGHTERS, LOCAL 4981					
Bill	03/20/2024	(4) Short Slee...	5050.1 · Uniforms	76.00	76.00
Total ARCATA PROF. FIREFIGHTERS, LOCAL 4981				76.00	76.00
ARCATA VOLUNTEER FIREFIGHTERS ASSOC.					
Bill	03/01/2024	April Rent	5210.1 · 631 9th Street	10,000.00	10,000.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				10,000.00	10,000.00
ARLY ALLEN					
Bill	03/05/2024	EMT recertific...	5230.6 · Certifications	77.00	77.00
Total ARLY ALLEN				77.00	77.00
AT&T- CAL NET 3					
Bill	03/19/2024	Service Period...	5060.1 · Phones - La...	187.80	187.80
Total AT&T- CAL NET 3				187.80	187.80
AT&T MOBILITY (FIRSTNET)					
Credit Card Charge	03/23/2024	Cellular, phon...	5060.1 · Phones - La...	327.13	327.13
Credit Card Charge	03/23/2024	Wireless servi...	5060.1 · Phones - La...	327.13	654.26
Total AT&T MOBILITY (FIRSTNET)				654.26	654.26
CAL PERS					
Liability Check	03/01/2024	Employer Paid...	5020.1 · CalPERS R...	25,200.81	25,200.81
Liability Check	03/15/2024	Employer Paid...	5020.1 · CalPERS R...	25,735.34	50,936.15
Liability Check	03/29/2024	Employer paid...	5020.1 · CalPERS R...	25,938.42	76,874.57
Liability Check	03/29/2024	Employer Paid...	5020.1 · CalPERS R...	27,374.92	104,249.49
Total CAL PERS				104,249.49	104,249.49
CALIFORNIA TRAINING OFFICERS ASSOCIATION					
Credit Card Charge	03/05/2024	2024 Fresno ...	5230.14 · Staff Traini...	179.00	179.00
Total CALIFORNIA TRAINING OFFICERS ASSOCIATION				179.00	179.00
CalPERS 457 PLAN					
Liability Check	03/01/2024	Employer Mat...	5010.5 · Deferred Co...	2,900.00	2,900.00
Liability Check	03/15/2024	Employer mat...	5010.5 · Deferred Co...	2,900.00	5,800.00
Liability Check	03/29/2024	Employer Mat...	5010.5 · Deferred Co...	3,000.00	8,800.00
Total CalPERS 457 PLAN				8,800.00	8,800.00

**Arcata Fire Protection District
Expenses by Vendor Detail**

March 2024

Type	Date	Memo	Account	Amount	Balance
CANVA					
Credit Card Charge	03/09/2024	Annual Subscr...	5180.10 · Subscriptio...	119.99	119.99
Credit Card Charge	03/20/2024	Department b...	5170.1 · Office Suppl...	205.00	324.99
Total CANVA				324.99	324.99
CENTRAL AVENUE SERVICE CENTER					
Bill	03/26/2024	DRAIN BAD F...	210 · 2010 F-150	1,732.66	1,732.66
Total CENTRAL AVENUE SERVICE CENTER				1,732.66	1,732.66
CHEVRON					
Credit Card Charge	03/05/2024	Chief's vehicle	Gasoline	80.63	80.63
Credit Card Charge	03/06/2024	Sparky	5250.1 · Fuel	44.17	124.80
Credit Card Charge	03/14/2024	Fuel for U8201	5250.1 · Fuel	96.79	221.59
Credit Card Charge	03/15/2024	FUEL FOR 82...	5250.1 · Fuel	123.27	344.86
Credit Card Charge	03/15/2024	FUEL FOR 82...	5250.1 · Fuel	42.96	387.82
Total CHEVRON				387.82	387.82
COAST COUNTIES PETERBILT					
Bill	03/28/2024	ADJUST CAB...	108 · 2007 Ferrara	3,726.05	3,726.05
Total COAST COUNTIES PETERBILT				3,726.05	3,726.05
COASTAL BUSINESS SYSTEMS, INC					
Bill	03/04/2024	Station Printers	5200.1 · Copier	608.01	608.01
Total COASTAL BUSINESS SYSTEMS, INC				608.01	608.01
COUNTY OF HUMBOLDT - RISK MGT DIVISION					
Bill	03/19/2024	Invoice: 23-24...	5035.1 · Primary	90,058.48	90,058.48
Bill	03/19/2024	Invoice: 23-24...	5035.3 · Admin Fee	16,435.74	106,494.22
Total COUNTY OF HUMBOLDT - RISK MGT DIVISION				106,494.22	106,494.22
CSDA					
Credit Card Charge	03/18/2024	Tuition for 202...	5250.4 · Travel Costs	1,080.00	1,080.00
Total CSDA				1,080.00	1,080.00
CUMMINS SALES AND SERVICE					
Bill	03/04/2024	Pump repair	117 · 2004 WestMark	539.60	539.60
Bill	03/04/2024	Fixed air leak	113 · 2011 Ferrara (1)	697.02	1,236.62
Bill	03/04/2024	Shock replace...	108 · 2007 Ferrara	1,100.81	2,337.43
Total CUMMINS SALES AND SERVICE				2,337.43	2,337.43
DAVID WHITE					
Bill	03/19/2024	EMT recertific...	5230.6 · Certifications	57.00	57.00
Total DAVID WHITE				57.00	57.00
DOUBLE TREE					
Credit Card Charge	03/22/2024	LODGING FO...	5250.2 · Lodging	921.54	921.54
Total DOUBLE TREE				921.54	921.54

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
DUSTIN DARNELL					
Bill	03/11/2024	Training Reinb...	5230.14 · Staff Traini...	480.00	480.00
Bill	03/25/2024	FUEL	5250.4 · Travel Costs	125.27	605.27
Bill	03/25/2024	PER DIEM F...	5250.3 · Per Diem R...	406.33	1,011.60
Bill	03/25/2024	PER DIEM R...	5250.3 · Per Diem R...	57.17	1,068.77
Total DUSTIN DARNELL				1,068.77	1,068.77
EUREKA HUMBOLDT FIRE EXTINGUISHER CO. INC					
Bill	03/25/2024	New 20# ABC...	5120.8 · Fire Extingu...	490.42	490.42
Total EUREKA HUMBOLDT FIRE EXTINGUISHER CO. INC				490.42	490.42
EUREKA RUBBER STAMP					
Bill	03/05/2024	Front door noti...	5160 · Miscellaneous...	128.24	128.24
Total EUREKA RUBBER STAMP				128.24	128.24
FDAC					
Credit Card Charge	03/04/2024	FDAC Confer...	5250.4 · Travel Costs	450.00	450.00
Total FDAC				450.00	450.00
FIRE HOSE DIRECT					
Credit Card Charge	03/03/2024	Hose Adapter	5370.2 · Fire Equipm...	58.46	58.46
Total FIRE HOSE DIRECT				58.46	58.46
FIRE INSTRUCTION					
Credit Card Charge	03/22/2024	INCIDENT C...	5230.14 · Staff Traini...	325.00	325.00
Total FIRE INSTRUCTION				325.00	325.00
FLEETPRIDE					
Bill	03/19/2024	Model 40 Bac...	212 · 2015 Spark	38.11	38.11
Total FLEETPRIDE				38.11	38.11
GAYNOR TELEPHONE SYSTEMS					
Bill	03/21/2024	Move and/or r...	5060.1 · Phones - La...	227.50	227.50
Total GAYNOR TELEPHONE SYSTEMS				227.50	227.50
GOLDEN STATE FIRE APPARATUS					
Bill	03/28/2024	Invoice 76567...	Capital Expense	906,863.18	906,863.18
Total GOLDEN STATE FIRE APPARATUS				906,863.18	906,863.18
GRAINGER					
Credit Card Charge	03/24/2024	GLOVE HOL...	116 · 2022 Pierce	211.19	211.19
Total GRAINGER				211.19	211.19
HARBOR FREIGHT TOOLS					
Credit Card Charge	03/09/2024	Drill bit set for ...	116 · 2022 Pierce	24.94	24.94
Credit Card Charge	03/27/2024	SECURITY BI...	5121.2 · Radios, Pag...	5.20	30.14
Total HARBOR FREIGHT TOOLS				30.14	30.14

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
HENSELS					
Bill	03/06/2024	Light fixture a...	Mad River Station	47.28	47.28
Bill	03/10/2024	Lightbulbs	Arcata Station	15.18	62.46
Bill	03/12/2024	Power Grab H...	Mad River Station	13.01	75.47
Total HENSELS				75.47	75.47
HOLIDAY INN					
Credit Card Charge	03/01/2024	Per diem for R...	5250.3 · Per Diem R...	37.69	37.69
Credit Card Charge	03/11/2024	Lodging for E. ...	5250.2 · Lodging	704.78	742.47
Total HOLIDAY INN				742.47	742.47
HUMBOLDT SANITATION					
Bill	03/01/2024	Garbage from ...	McKinleyville Station	44.80	44.80
Total HUMBOLDT SANITATION				44.80	44.80
ID CREATOR					
Credit Card Charge	03/22/2024	ID CARDS FO...	5170 · Office Expense	50.00	50.00
Total ID CREATOR				50.00	50.00
INFINITE CONSULTING SERVICES					
Bill	03/01/2024	Praesidio Full ...	5180.8 · IT	3,050.00	3,050.00
Total INFINITE CONSULTING SERVICES				3,050.00	3,050.00
INTUIT QUICKBOOKS					
Credit Card Charge	03/27/2024	INTUIT QUIC...	Quickbooks	1,430.50	1,430.50
Total INTUIT QUICKBOOKS				1,430.50	1,430.50
JOHN EVENSON					
Bill	03/27/2024	CPR instructor...	5230.6 · Certifications	80.82	80.82
Bill	03/27/2024	CPR instructor...	5230.6 · Certifications	15.00	95.82
Total JOHN EVENSON				95.82	95.82
JUSTIN MCDONALD					
Bill	03/20/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total JUSTIN MCDONALD				77.00	77.00
KEN'S AUTO PARTS					
Bill	03/11/2024	Wiperblades f...	212 · 2015 Spark	44.46	44.46
Total KEN'S AUTO PARTS				44.46	44.46
LIFE ASSIST					
Credit Card Charge	03/10/2024	OB kits, tape, ...	5230.14 · Staff Traini...	434.75	434.75
Total LIFE ASSIST				434.75	434.75
LIGHTHOUSE UNIFORM					
Credit Card Charge	03/13/2024	Class A unifor...	5050.1 · Uniforms	151.89	151.89
Total LIGHTHOUSE UNIFORM				151.89	151.89
MCK. COMM. SERVICES DISTRICT					
Bill	03/13/2024	McK DCV Ser...	McKinleyville Station	25.76	25.76
Bill	03/13/2024	McK Service ...	McKinleyville Station	183.68	209.44
Total MCK. COMM. SERVICES DISTRICT				209.44	209.44

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
MCKINLEYVILLE ACE HARDWARE					
Bill	03/20/2024	Hosebed cove...	116 · 2022 Pierce	3.43	3.43
Total MCKINLEYVILLE ACE HARDWARE				3.43	3.43
MIDAMERICA					
Bill	03/21/2024	4Q23 Adminis...	5030.3 · Retiree Hea...	378.00	378.00
Total MIDAMERICA				378.00	378.00
MIDAMERICA HRA					
Bill	03/25/2024	April 2024	5030.3 · Retiree Hea...	23,027.81	23,027.81
Total MIDAMERICA HRA				23,027.81	23,027.81
NFPA					
Bill	03/28/2024	Annual Subscr...	NFPA	1,552.50	1,552.50
Total NFPA				1,552.50	1,552.50
NORCAL AUTOMOTIVE					
Bill	03/21/2024	MULTIPOINT ...	206 · 2006 F-350	3,379.72	3,379.72
Total NORCAL AUTOMOTIVE				3,379.72	3,379.72
O'REILLY AUTO PARTS					
Credit Card Charge	03/16/2024	Car wash soa...	Mad River Station	57.18	57.18
Credit Card Charge	03/19/2024	Fuel cleaner	210 · 2010 F-150	12.92	70.10
Total O'REILLY AUTO PARTS				70.10	70.10
OFFICE DEPOT					
Bill	03/08/2024	White printer p...	5170.1 · Office Suppl...	102.61	102.61
Total OFFICE DEPOT				102.61	102.61
OPTIMUM					
Bill	03/07/2024	Service from 0...	5060.5 · Cable TV & ...	1,156.24	1,156.24
Total OPTIMUM				1,156.24	1,156.24
PACIFIC GAS AND ELECTRIC					
Bill	03/04/2024	Service Period...	McKinleyville Station	1,701.40	1,701.40
Bill	03/08/2024	Service Period...	Arcata Station	1,522.00	3,223.40
Bill	03/21/2024	Service Period...	Mad River Station	531.71	3,755.11
Total PACIFIC GAS AND ELECTRIC				3,755.11	3,755.11
PERS / HEALTH					
Bill	03/25/2024	Active Employ...	5030.1 · Health (Curr...	51,412.85	51,412.85
Bill	03/25/2024	Retiree Premi...	5030.2 · Health (Reti...	3,740.82	55,153.67
Bill	03/25/2024	Active Employ...	5030.1 · Health (Curr...	164.52	55,318.19
Bill	03/25/2024	Retiree Admin...	5030.3 · Retiree Hea...	85.66	55,403.85
Total PERS / HEALTH				55,403.85	55,403.85
RECOLOGY					
Bill	03/04/2024	Service dates ...	Mad River Station	71.99	71.99
Bill	03/04/2024	Service dates ...	Arcata Station	71.99	143.98
Total RECOLOGY				143.98	143.98

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
REDWOOD COAST FUELS (RELADYNE)					
Bill	03/09/2024	176 gallons	5250.1 · Fuel	975.63	975.63
Bill	03/09/2024	585 gallons	Diesel	2,778.77	3,754.40
Bill	03/09/2024	44 gallons	Gasoline	23.44	3,777.84
Bill	03/09/2024	Taxes	Mad River Station	631.23	4,409.07
Total REDWOOD COAST FUELS (RELADYNE)				4,409.07	4,409.07
RESCUE ESSENTIALS					
Credit Card Charge	03/27/2024	FASPLINT KI...	5140.1 · EMS	433.43	433.43
Total RESCUE ESSENTIALS				433.43	433.43
RESTIF					
Bill	03/04/2024	Strip/scrub flo...	Mad River Station	375.00	375.00
Total RESTIF				375.00	375.00
SOUTHWEST PUBLIC SAFETY					
Credit Card Charge	03/20/2024	Emergency lig...	106 · 1998 Central S...	51.81	51.81
Total SOUTHWEST PUBLIC SAFETY				51.81	51.81
STAPLES					
Credit Card Charge	03/20/2024	Desk Chair for...	5090.3 · Station Furn...	209.66	209.66
Total STAPLES				209.66	209.66
STITCHES-N-BRITCHES					
Credit Card Charge	03/06/2024	Class A Unifor...	5050.1 · Uniforms	58.00	58.00
Credit Card Charge	03/28/2024	CLASS A JAC...	5050.1 · Uniforms	105.00	163.00
Total STITCHES-N-BRITCHES				163.00	163.00
THE MILL YARD					
Bill	03/13/2024	Mad River Sta...	5230.15 · Training S...	83.39	83.39
Bill	03/25/2024	Training Suppl...	5230.15 · Training S...	143.96	227.35
Total THE MILL YARD				227.35	227.35
THOMAS HOME CENTER					
Credit Card Charge	03/02/2024	Storage box	5170.1 · Office Suppl...	17.44	17.44
Total THOMAS HOME CENTER				17.44	17.44
TITAN FITNESS					
Credit Card Charge	03/05/2024	Gym Equipme...	5230.10 · Health & ...	5,177.34	5,177.34
Total TITAN FITNESS				5,177.34	5,177.34
TONY FREEMAN					
Bill	03/07/2024	Per Diem for ...	5250.3 · Per Diem R...	32.86	32.86
Bill	03/07/2024	Per Diem for ...	5250.3 · Per Diem R...	15.66	48.52
Total TONY FREEMAN				48.52	48.52
TRACTOR SUPPLY					
Credit Card Charge	03/12/2024	Magnet to trou...	116 · 2022 Pierce	13.54	13.54
Total TRACTOR SUPPLY				13.54	13.54

Arcata Fire Protection District Expenses by Vendor Detail

March 2024

Type	Date	Memo	Account	Amount	Balance
TRG Store					
Credit Card Charge	03/18/2024	TRG Incident ...	5230.15 · Training S...	78.00	78.00
Total TRG Store				78.00	78.00
TYLER SUNG					
Bill	03/25/2024	TUITION FOR...	5230.14 · Staff Traini...	480.00	480.00
Bill	03/25/2024	PER DIEM	5250.3 · Per Diem R...	89.09	569.09
Bill	03/25/2024	FIRE OFFICE...	5230.15 · Training S...	68.47	637.56
Bill	03/25/2024	FUEL	5250 · Transportatio...	79.54	717.10
Total TYLER SUNG				717.10	717.10
UBER					
Credit Card Charge	03/19/2024	TRANSPORT...	5230.14 · Staff Traini...	26.16	26.16
Total UBER				26.16	26.16
UNITED AIRLINES					
Credit Card Charge	03/07/2024	Fresno Chiefs...	5250.4 · Travel Costs	813.46	813.46
Total UNITED AIRLINES				813.46	813.46
UNITED STATES FLAG STORE					
Credit Card Charge	03/05/2024	US & Californi...	Arcata Station	84.73	84.73
Credit Card Charge	03/05/2024	US & Californi...	Mad River Station	84.73	169.46
Credit Card Charge	03/05/2024	US & Californi...	McKinleyville Station	84.74	254.20
Total UNITED STATES FLAG STORE				254.20	254.20
UNITED STATES POSTAL SERVICE					
Credit Card Charge	03/20/2024	Stamps and in...	5170.2 · Postage	70.11	70.11
Credit Card Charge	03/21/2024	POSTAGE F...	5170.2 · Postage	6.05	76.16
Credit Card Charge	03/28/2024	POSTAGE T...	5170.2 · Postage	3.79	79.95
Total UNITED STATES POSTAL SERVICE				79.95	79.95
VALLEY PACIFIC (RENNER)					
Credit Card Charge	03/22/2024	FUEL FOR U...	5250.1 · Fuel	67.75	67.75
Credit Card Charge	03/22/2024	FUEL FOR 82...	5250.1 · Fuel	65.49	133.24
Credit Card Charge	03/25/2024	FUEL FOR 82...	5250.1 · Fuel	12.46	145.70
Credit Card Charge	03/25/2024	FUEL FOR 82...	5250.1 · Fuel	74.00	219.70
Credit Card Charge	03/25/2024	FUEL FOR 82...	5250.1 · Fuel	74.00	293.70
Credit Card Charge	03/27/2024	Fuel for 8200	5250.1 · Fuel	74.00	367.70
Credit Card Charge	03/29/2024	Fuel for 8209	5250.1 · Fuel	74.00	441.70
Credit Card Charge	03/29/2024	Fuel for 8209	5250.1 · Fuel	6.69	448.39
Total VALLEY PACIFIC (RENNER)				448.39	448.39
WALGREENS					
Credit Card Charge	03/22/2024	NEW PERSO...	5170.1 · Office Suppl...	1.17	1.17
Total WALGREENS				1.17	1.17
WAYFAIR					
Credit Card Charge	03/24/2024	(2) LEATHER ...	Mad River Station	928.86	928.86
Total WAYFAIR				928.86	928.86

8:06 AM
04/04/24
Accrual Basis

Arcata Fire Protection District
Expenses by Vendor Detail
March 2024

Type	Date	Memo	Account	Amount	Balance
Zoro					
Credit Card Charge	03/18/2024	Compression I...	113 · 2011 Ferrara (1)	24.06	24.06
Total Zoro				24.06	24.06
TOTAL				1,268,298.26	1,268,298.26

Arcata Fire Protection District
Interest Earned Fiscal Year to Date
 July 2023 through March 2024

Type	Date	Memo	Split	Amount
USE OF MONEY & PROPERTY				
800190 · Interest Income				
Deposit	07/01/2023	4Q 22-23 Inte...	County Treasury	19,630.56
Deposit	07/01/2023	4Q 21-22 Int...	County Treasury	13,715.25
Deposit	07/01/2023	1Q 22-23 Inte...	County Treasury	15,576.97
Deposit	07/01/2023	2Q 22-23 Inte...	County Treasury	19,986.63
Deposit	07/01/2023	3Q 22-23 Inte...	County Treasury	24,469.41
Deposit	07/31/2023	Interest	CalTRUST	20,110.82
Deposit	07/31/2023	Interest	Contingency Fund	1,126.87
Deposit	07/31/2023	Interest	Vehicle Replacement Fund	2,036.37
Deposit	07/31/2023	Interest	PERS Contingency Fund	1,535.08
Deposit	07/31/2023	Interest	CCCU Liquid Assets	199.20
Deposit	07/31/2023	Interest	CCCU Checking	109.46
Deposit	08/31/2023	Interest	CalTRUST	18,156.49
Deposit	08/31/2023	Interest	Contingency Fund	1,209.17
Deposit	08/31/2023	Interest	Vehicle Replacement Fund	2,185.10
Deposit	08/31/2023	Interest	PERS Contingency Fund	1,647.20
Deposit	08/31/2023	Interest	CCCU Liquid Assets	199.54
Deposit	08/31/2023	Interest	CCCU Checking	112.97
Deposit	09/30/2023	Interest	CalTRUST	16,717.03
Deposit	09/30/2023	Interest	Contingency Fund	1,182.19
Deposit	09/30/2023	Interest	Vehicle Replacement Fund	2,136.34
Deposit	09/30/2023	Interest	PERS Contingency Fund	1,610.44
Deposit	09/30/2023	Interest	CCCU Savings	0.38
Deposit	09/30/2023	Interest	CCCU Liquid Assets	193.43
Deposit	09/30/2023	Interest	CCCU Checking	79.28
Deposit	10/31/2023	Interest	CalTRUST	15,964.96
Deposit	10/31/2023	Interest	Contingency Fund	1,239.70
Deposit	10/31/2023	Interest	Vehicle Replacement Fund	2,240.26
Deposit	10/31/2023	Interest	PERS Contingency Fund	1,688.78
Deposit	10/31/2023	Interest	CCCU Liquid Assets	200.20
Deposit	10/31/2023	Interest	CCCU Checking	64.00
Deposit	11/30/2023	Interest	CalTRUST	13,408.06
Deposit	11/30/2023	Interest	Contingency Fund	1,206.42
Deposit	11/30/2023	Interest	Vehicle Replacement Fund	2,180.12
Deposit	11/30/2023	Interest	PERS Contingency Fund	1,643.45
Deposit	11/30/2023	Interest	CCCU Liquid Assets	194.07
Deposit	11/30/2023	Interest	CCCU Checking	80.44
Deposit	12/31/2023	Interest	CalTRUST	11,903.80
Deposit	12/31/2023	Interest	Contingency Fund	1,256.06
Deposit	12/31/2023	Interest	Vehicle Replacement Fund	2,269.83
Deposit	12/31/2023	Interest	PERS Contingency Fund	1,711.08
Deposit	12/31/2023	Interest	CCCU Savings	0.38
Deposit	12/31/2023	Interest	CCCU Liquid Assets	200.87
Deposit	12/31/2023	Interest	CCCU Checking	119.81
Deposit	01/31/2024	Interest	CalTRUST	10,607.01
Deposit	01/31/2024	Interest	Contingency Fund	1,228.32
Deposit	01/31/2024	Interest	Vehicle Replacement Fund	2,219.69
Deposit	01/31/2024	Interest	PERS Contingency Fund	1,673.28
Deposit	01/31/2024	Interest	CCCU Liquid Assets	201.21
Deposit	01/31/2024	Interest	CCCU Checking	90.11
Deposit	02/29/2024	Interest	CalTRUST	7,960.17
Deposit	02/29/2024	Interest	Contingency Fund	1,169.99
Deposit	02/29/2024	Interest	Vehicle Replacement Fund	2,114.30

8:03 AM

04/04/24

Accrual Basis

Arcata Fire Protection District
Interest Earned Fiscal Year to Date
July 2023 through March 2024

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Deposit	02/29/2024	Interest	PERS Contingency Fund	1,593.83
Deposit	02/29/2024	Interest	CCCU Liquid Assets	188.55
Deposit	02/29/2024	Interest	CCCU Checking	93.61
Total 800190 · Interest Income				250,638.54
Total USE OF MONEY & PROPERTY				250,638.54
TOTAL				250,638.54

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

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
TAX REVENUE				
101117 · Property Tax - Current Secured	1,950,000.01	1,950,000.02	-0.01	100.0%
102500 · Property Tax-Current Unsecured	67,500.00	67,500.00	0.00	100.0%
103500 · Property Tax-Prior Yrs Secured	0.00	750.01	-750.01	0.0%
105110 · Property Tax-Prior Yrs Unsecure	43,499.99	43,500.01	-0.02	100.0%
800040 · Supplemental Taxes-Current	9,000.00	9,000.00	0.00	100.0%
105900 · Supplemental Taxes-Prior Yrs	3,750.01	3,750.02	-0.01	100.0%
113100 · State Timber Tax	864.46	900.00	-35.54	96.1%
800050 · Property Assessments	2,862,875.99	2,793,000.01	69,875.98	102.5%
Total TAX REVENUE	4,937,490.46	4,868,400.07	69,090.39	101.4%
USE OF MONEY & PROPERTY				
800190 · Interest Income	250,638.54	146,250.00	104,388.54	171.4%
Total USE OF MONEY & PROPERTY	250,638.54	146,250.00	104,388.54	171.4%
INTERGOVERNMENTAL				
525110 · Homeowners Property Tax Relief	3,653.14	18,750.01	-15,096.87	19.5%
800600 · Other Government Agencies				
CPH Contract for Services	0.00	38,000.00	-38,000.00	0.0%
HR Reimbursement	0.00	5,000.00	-5,000.00	0.0%
NCQUAMD	0.00	700.00	-700.00	0.0%
Proposition 172 Disbursement	0.00	8,300.00	-8,300.00	0.0%
800600 · Other Government Agencies - Other	42,997.31			
Total 800600 · Other Government Agencies	42,997.31	52,000.00	-9,002.69	82.7%
800950 · Firefighting Reimbursements	118,188.49	118,000.00	188.49	100.2%
Total INTERGOVERNMENTAL	164,838.94	188,750.01	-23,911.07	87.3%
CHARGES FOR SERVICES				
800155 · Prevention Fees	17,426.47	9,000.00	8,426.47	193.6%
800156 · R1/R2 Inspection Fees	36,515.98	33,750.00	2,765.98	108.2%
800700 · Other Services	30.00			
800946 · Incident Revenue Recovery Fees	14,383.53	7,498.00	6,885.53	191.8%
Total CHARGES FOR SERVICES	68,355.98	50,248.00	18,107.98	136.0%
MISCELLANEOUS REVENUES				
800920 · Sale of Fixed Assets	0.00	10,000.00	-10,000.00	0.0%
800940 · Other Revenue				
Donations	132,484.22			
800940 · Other Revenue - Other	11,505.56	1,000.00	10,505.56	1,150.6%
Total 800940 · Other Revenue	143,989.78	1,000.00	142,989.78	14,399.0%
800941 · Refunds	-17,433.97	-18,000.00	566.03	96.9%
800942 · Incident Reports	329.00	200.00	129.00	164.5%
Total MISCELLANEOUS REVENUES	126,884.81	-6,800.00	133,684.81	-1,866.0%
OTHER FINANCING SOURCES				
Transfer-In From Reserve Funds	0.00	31,000.00	-31,000.00	0.0%
Total OTHER FINANCING SOURCES	0.00	31,000.00	-31,000.00	0.0%
Total Income	5,548,208.73	5,277,848.08	270,360.65	105.1%
Gross Profit	5,548,208.73	5,277,848.08	270,360.65	105.1%

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

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Expense				
SALARIES & EMPLOYEE BENEFITS				
5010 · Salaries & Wages				
5010.1 · Full-Time	1,464,680.53	1,586,249.02	-121,568.49	92.3%
5010.2 · CTO Payout	253,919.87	317,499.00	-63,579.13	80.0%
5010.3 · Settlement Pay/Vacation	0.00	30,000.00	-30,000.00	0.0%
5010.4 · Holiday Pay	28,078.16	55,000.00	-26,921.84	51.1%
5010.5 · Deferred Compensation	53,100.00	47,099.97	6,000.03	112.7%
5010.6 · Part-Time (Hourly)	51,901.68	53,252.00	-1,350.32	97.5%
5010.7 · CalFire/OES Pay	46,259.05	76,500.00	-30,240.95	60.5%
5010 · Salaries & Wages - Other	0.00	0.00	0.00	0.0%
Total 5010 · Salaries & Wages	1,897,939.29	2,165,599.99	-267,660.70	87.6%
5020 · Retirement				
5020.1 · CalPERS Retirement	494,558.88	472,250.02	22,308.86	104.7%
5020.2 · Social Security	3,343.70	2,998.00	345.70	111.5%
5020.3 · Medicare	28,172.03	23,749.01	4,423.02	118.6%
5020.4 · CalPERS UAL Payment	0.00	190,000.00	-190,000.00	0.0%
Total 5020 · Retirement	526,074.61	688,997.03	-162,922.42	76.4%
5030 · Group Insurance				
5030.1 · Health (Current Employees)	418,835.36	473,000.02	-54,164.66	88.5%
5030.2 · Health (Retirees)	237,280.24	219,499.01	17,781.23	108.1%
5030.3 · Retiree Health Admin Fees	24,998.65	1,875.01	23,123.64	1,333.3%
5030.4 · Dental, Vision & Life	30,984.42	37,249.01	-6,264.59	83.2%
5030.5 · Air Ambulance	2,880.00	3,000.00	-120.00	96.0%
5030.6 · Long Term Disability	6,699.00	6,002.00	697.00	111.6%
Total 5030 · Group Insurance	721,677.67	740,625.05	-18,947.38	97.4%
5033 · Unemployment Insurance	0.00	0.00	0.00	0.0%
5035 · Worker's Compensation				
5035.1 · Primary	90,058.48	91,000.00	-941.52	99.0%
5035.3 · Admin Fee	16,435.74	23,000.00	-6,564.26	71.5%
Total 5035 · Worker's Compensation	106,494.22	114,000.00	-7,505.78	93.4%
SALARIES & EMPLOYEE BENEFITS - Other	68,815.48			
Total SALARIES & EMPLOYEE BENEFITS	3,321,001.27	3,709,222.07	-388,220.80	89.5%
SERVICE & SUPPLIES				
5050 · Clothing & Personal Supplies				
5050.1 · Uniforms	14,200.15	20,000.00	-5,799.85	71.0%
5050.2 · Station Boots	399.60	2,000.00	-1,600.40	20.0%
5050.3 · PPE - Structure	3,310.52	12,000.00	-8,689.48	27.6%
5050.4 · PPE - Wildland	0.00	5,000.00	-5,000.00	0.0%
5050.5 · VLU Team	0.00	1,000.00	-1,000.00	0.0%
5050.6 · Shields & Badges	1,573.56	2,000.00	-426.44	78.7%
Total 5050 · Clothing & Personal Supplies	19,483.83	42,000.00	-22,516.17	46.4%
5060 · Communications				
5060.1 · Phones - Landline & Cellular	8,940.58	9,499.01	-558.43	94.1%
5060.2 · Alarm Monitoring				
Arcata Station	760.00			
Mad River Station	630.00			
McKinleyville Station	1,167.37			
5060.2 · Alarm Monitoring - Other	0.00	2,627.00	-2,627.00	0.0%
Total 5060.2 · Alarm Monitoring	2,557.37	2,627.00	-69.63	97.3%
5060.3 · Communications - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFCA Radio System	0.00	1,500.00	-1,500.00	0.0%
5060.5 · Cable TV & Internet	10,136.94	10,125.00	11.94	100.1%
Total 5060 · Communications	21,634.89	24,251.01	-2,616.12	89.2%
5080 · Food				
5080.1 · Food & Rehab Supplies	862.10	1,000.00	-137.90	86.2%
5080.2 · Drinking Water	0.00	1,000.00	-1,000.00	0.0%
Total 5080 · Food	862.10	2,000.00	-1,137.90	43.1%
5090 · Household Expenses				
5090.1 · Station Supplies				
Arcata Station	713.06			
Mad River Station	1,977.29			
McKinleyville Station	1,223.50			

Arcata Fire Protection District Profit & Loss Budget vs. Actual

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
5090.1 · Station Supplies - Other	0.00	3,499.01	-3,499.01	0.0%
Total 5090.1 · Station Supplies	3,913.85	3,499.01	414.84	111.9%
5090.2 · Garbage Service				
Arcata Station	575.92			
Mad River Station	753.93			
McKinleyville Station	2,434.80			
5090.2 · Garbage Service - Other	0.00	3,752.00	-3,752.00	0.0%
Total 5090.2 · Garbage Service	3,764.65	3,752.00	12.65	100.3%
5090.3 · Station Furniture				
Mad River Station	1,165.88			
McKinleyville Station	319.40			
5090.3 · Station Furniture - Other	1,632.03	5,000.00	-3,367.97	32.6%
Total 5090.3 · Station Furniture	3,117.31	5,000.00	-1,882.69	62.3%
Total 5090 · Household Expenses	10,795.81	12,251.01	-1,455.20	88.1%
5100 · Liability Insurance				
5100.1 · Liability Insurance	51,345.00	52,000.00	-655.00	98.7%
Total 5100 · Liability Insurance	51,345.00	52,000.00	-655.00	98.7%
5120 · Maintenance - Equipment				
5120.1 · Vehicles				
215 · 2016 Chevy 1500	17,910.30			
214 · 2020 Chevy 1500	16,794.04			
210 · 2010 F-150	2,179.01			
213 · 2019 Ioniq	26.02			
206 · 2006 F-350	4,825.24			
212 · 2015 Spark	939.18			
209 · 2009 F-250	110.42			
108 · 2007 Ferrara	8,987.03			
113 · 2011 Ferrara (1)	2,459.30			
112 · 2011 Ferrara (2)	10,621.29			
116 · 2022 Pierce	2,655.41			
117 · 2004 WestMark	1,756.52			
115 · 2018 John Deere	207.14			
106 · 1998 Central States	8,521.73			
114 · 2016 Pierce	310.77			
211 · 2019 F-450	594.93			
5120.1 · Vehicles - Other	266.89	100,000.00	-99,733.11	0.3%
Total 5120.1 · Vehicles	79,165.22	100,000.00	-20,834.78	79.2%
5120.2 · Hose & Ladder Testing	0.00	6,500.00	-6,500.00	0.0%
5120.3 · Hose Repair	0.00	0.00	0.00	0.0%
5120.4 · SCBA	4,007.55	8,000.00	-3,992.45	50.1%
5120.5 · Hydraulic Rescue Tools	5,986.05	6,000.00	-13.95	99.8%
5120.6 · Power Tools	1,737.96	2,000.00	-262.04	86.9%
5120.7 · AED & LUCAS	6,660.60	8,100.00	-1,439.40	82.2%
5120.8 · Fire Extinguishers	1,303.89	1,000.00	303.89	130.4%
5120.9 · Miscellaneous Equipment	94.58	1,000.00	-905.42	9.5%
5120.10 · Small Instrument Repair & Test	751.02	3,000.00	-2,248.98	25.0%
Total 5120 · Maintenance - Equipment	99,706.87	135,600.00	-35,893.13	73.5%
5121 · Maintenance - Electronics				
5121.1 · Computers	832.15	1,000.00	-167.85	83.2%
5121.2 · Radios, Pagers & FireCom	746.55	1,000.00	-253.45	74.7%
5121.3 · Batteries (non-household)	103.41	1,500.00	-1,396.59	6.9%
Total 5121 · Maintenance - Electronics	1,682.11	3,500.00	-1,817.89	48.1%
5130 · Maintenance-Buildings & Grounds				
5130.1 · General Structure				
Arcata Station	2,044.71			
Mad River Station	2,359.97			
McKinleyville Station	2,372.06			
5130.1 · General Structure - Other	0.00	46,000.00	-46,000.00	0.0%
Total 5130.1 · General Structure	6,776.74	46,000.00	-39,223.26	14.7%
5130.2 · Grounds				
Arcata Station	84.73			
Bayside Property	500.00			
Mad River Station	869.94			
McKinleyville Station	111.55			

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

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
5130.2 · Grounds - Other	0.00	10,000.00	-10,000.00	0.0%
Total 5130.2 · Grounds	1,566.22	10,000.00	-8,433.78	15.7%
5130.3 · Emergency Power				
Arcata Station	422.59			
Mad River Station	306.58			
McKinleyville Station	422.59			
5130.3 · Emergency Power - Other	0.00	3,000.00	-3,000.00	0.0%
Total 5130.3 · Emergency Power	1,151.76	3,000.00	-1,848.24	38.4%
5130.4 · Pest Control				
Arcata Station	380.00			
Mad River Station	380.00			
McKinleyville Station	255.00			
5130.4 · Pest Control - Other	0.00	2,250.00	-2,250.00	0.0%
Total 5130.4 · Pest Control	1,015.00	2,250.00	-1,235.00	45.1%
Total 5130 · Maintenance-Buildings & Grounds	10,509.72	61,250.00	-50,740.28	17.2%
5140 · Medical Supplies				
5140.1 · EMS	2,261.53	4,500.00	-2,238.47	50.3%
5140.2 · AED & Lucas	0.00	377.00	-377.00	0.0%
Total 5140 · Medical Supplies	2,261.53	4,877.00	-2,615.47	46.4%
5150 · Memberships				
5150.1 · Dues				
Chamber of Commerce	82.00			
CalChiefs	960.00			
5150.1 · Dues - Other	0.00	3,000.00	-3,000.00	0.0%
Total 5150.1 · Dues	1,042.00	3,000.00	-1,958.00	34.7%
5150 · Memberships - Other	192.87			
Total 5150 · Memberships	1,234.87	3,000.00	-1,765.13	41.2%
5160 · Miscellaneous Expense				
5160.1 · Uncategorized Misc. Expense	2,001.00	2,500.00	-499.00	80.0%
5160 · Miscellaneous Expense - Other	167.82			
Total 5160 · Miscellaneous Expense	2,168.82	2,500.00	-331.18	86.8%
5170 · Office Expense				
5170.1 · Office Supplies	1,684.25	2,998.00	-1,313.75	56.2%
5170.2 · Postage	626.99	2,000.00	-1,373.01	31.3%
5170.3 · Software				
CAD Interface	1,200.00	2,000.00	-800.00	60.0%
eDispatches	0.00	2,000.00	-2,000.00	0.0%
Miscellaneous	0.00	500.00	-500.00	0.0%
Parcel Quest	2,399.00	2,400.00	-1.00	100.0%
Quickbooks	1,430.50	2,000.00	-569.50	71.5%
Records Management	4,690.70	4,700.00	-9.30	99.8%
Scheduling Program	2,908.00	3,500.00	-592.00	83.1%
Survey System	0.00	500.00	-500.00	0.0%
5170.3 · Software - Other	99.95			
Total 5170.3 · Software	12,728.15	17,600.00	-4,871.85	72.3%
5170.4 · Subscription Periodicals	0.00	100.00	-100.00	0.0%
5170 · Office Expense - Other	37.51			
Total 5170 · Office Expense	15,076.90	22,698.00	-7,621.10	66.4%
5180 · Professional & Special Services				
5180.1 · Legal	15,210.50	15,002.00	208.50	101.4%
5180.2 · Human Resources	0.00	10,000.00	-10,000.00	0.0%
5180.3 · Medical Exam & Drug Screening	0.00	20,000.00	-20,000.00	0.0%
5180.4 · Background Checks	1,914.00	5,000.00	-3,086.00	38.3%
5180.5 · Audit (Financial)	8,500.00	11,000.00	-2,500.00	77.3%
5180.6 · Accountant & Bookkeeping	8,521.00	10,000.00	-1,479.00	85.2%
5180.7 · GASB Reporting	3,450.00	7,000.00	-3,550.00	49.3%
5180.8 · IT	25,497.60	26,249.00	-751.40	97.1%
5180.9 · Webpage Hosting	5,172.00	3,898.00	1,274.00	132.7%
5180.10 · Subscriptions				
NFPA	1,727.50			
5180.10 · Subscriptions - Other	119.99	2,700.00	-2,580.01	4.4%

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

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
Total 5180.10 · Subscriptions	1,847.49	2,700.00	-852.51	68.4%
5180.11 · Miscellaneous	58.17	500.00	-441.83	11.6%
5180.12 · Financial Consulting	0.00	5,000.00	-5,000.00	0.0%
5180.13 · Video Production	110.00	1,000.00	-890.00	11.0%
Total 5180 · Professional & Special Services	70,280.76	117,349.00	-47,068.24	59.9%
5190 · Publications & Legal Notices				
5190.1 · Publications & Notices	380.00	1,000.00	-620.00	38.0%
Total 5190 · Publications & Legal Notices	380.00	1,000.00	-620.00	38.0%
5200 · Rent & Leases - Equipment				
5200.1 · Copier	5,636.02	6,227.00	-590.98	90.5%
Total 5200 · Rent & Leases - Equipment	5,636.02	6,227.00	-590.98	90.5%
5210 · Rent & Leases - Structures				
5210.1 · 631 9th Street	100,000.00	90,000.00	10,000.00	111.1%
Total 5210 · Rent & Leases - Structures	100,000.00	90,000.00	10,000.00	111.1%
5230 · Special District Expense				
5230.1 · Property Tax Admin Fee	39,914.00	80,000.00	-40,086.00	49.9%
5230.2 · Tax Roll Direct Charge Fee	0.00	14,000.00	-14,000.00	0.0%
5230.3 · LAFCA Annual Fee	3,275.39	4,000.00	-724.61	81.9%
5230.4 · Assessment Adjustments/Refunds	154.00			
5230.5 · Public Education Supplies	109.32	1,500.00	-1,390.68	7.3%
5230.6 · Certifications	1,121.82	1,000.00	121.82	112.2%
5230.7 · Recruitment	1,005.00	0.00	1,005.00	100.0%
5230.8 · Bank Fees	345.00	4,200.00	-3,855.00	8.2%
5230.9 · Recognition Awards	194.00	2,000.00	-1,806.00	9.7%
5230.10 · Health & Wellness	5,594.96	5,300.00	294.96	105.6%
5230.11 · Public Outreach	208.30	1,000.00	-791.70	20.8%
5230.13 · HCFCA Air Trailer Annual Fee	0.00	1,000.00	-1,000.00	0.0%
5230.14 · Staff Training	4,770.25	15,000.00	-10,229.75	31.8%
5230.15 · Training Supplies	475.91	1,000.00	-524.09	47.6%
5230.16 · Grant Management	0.00	0.00	0.00	0.0%
Total 5230 · Special District Expense	57,167.95	130,000.00	-72,832.05	44.0%
5250 · Transportation & Travel				
5250.1 · Fuel				
Mad River Station				
Diesel	24,117.03			
Gasoline	5,151.94			
Mad River Station - Other	1,872.69			
Total Mad River Station	31,141.66			
McKinleyville Station	8,231.35			
5250.1 · Fuel - Other	4,406.68	55,502.00	-51,095.32	7.9%
Total 5250.1 · Fuel	43,779.69	55,502.00	-11,722.31	78.9%
5250.2 · Lodging	4,148.23	3,000.00	1,148.23	138.3%
5250.3 · Per Diem Reimbursement	5,045.50	7,000.00	-1,954.50	72.1%
5250.4 · Travel Costs	11,849.06	10,000.00	1,849.06	118.5%
5250 · Transportation & Travel - Other	202.46			
Total 5250 · Transportation & Travel	65,024.94	75,502.00	-10,477.06	86.1%
5260 · Utilities				
5260.1 · PG & E				
Arcata Station	9,384.05			
Mad River Station	3,850.68			
McKinleyville Station	11,665.47			
5260.1 · PG & E - Other	0.00	26,775.00	-26,775.00	0.0%
Total 5260.1 · PG & E	24,900.20	26,775.00	-1,874.80	93.0%
5260.2 · Water & Sewer				
Arcata Station	1,443.08			
Mad River Station	1,707.98			
McKinleyville Station	1,682.33			
5260.2 · Water & Sewer - Other	137.73	4,800.01	-4,662.28	2.9%
Total 5260.2 · Water & Sewer	4,971.12	4,800.01	171.11	103.6%
Total 5260 · Utilities	29,871.32	31,575.01	-1,703.69	94.6%

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

July 2023 through March 2024

	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
5370 · Minor Equipment Purchases				
5370.1 · Fire Hose	2,316.07	6,500.00	-4,183.93	35.6%
5370.2 · Fire Equipment & Fabrication	1,338.35	4,000.00	-2,661.65	33.5%
5310.3 · Computers & Electronics	9,981.42	8,000.00	1,981.42	124.8%
5370.4 · Small Tools	173.43	1,000.00	-826.57	17.3%
5370.5 · Power Tools	0.00	1,000.00	-1,000.00	0.0%
Total 5370 · Minor Equipment Purchases	13,809.27	20,500.00	-6,690.73	67.4%
Total SERVICE & SUPPLIES	578,932.71	838,080.03	-259,147.32	69.1%
OTHER EXPENDITURES				
Capital Expense				
Equipment/Vehicles	30,418.89	31,000.00	-581.11	98.1%
Capital Expense - Other	906,863.18			
Total Capital Expense	937,282.07	31,000.00	906,282.07	3,023.5%
Debt Service				
2021 UAL Refinance - Interest	119,436.60	119,437.00	-0.40	100.0%
2021 UAL Refinance - Principal	268,000.00	268,000.00	0.00	100.0%
2022 Engine Purchase - Interest	16,748.58	15,000.00	1,748.58	111.7%
2022 Engine Purchase- Principal	98,770.75	100,183.00	-1,412.25	98.6%
Debt Issue Costs	183.65			
Total Debt Service	503,139.58	502,620.00	519.58	100.1%
Reserve Fund Transfers - Out				
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	261,816.00	-261,816.00	0.0%
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Total Reserve Fund Transfers - Out	0.00	661,816.00	-661,816.00	0.0%
Total OTHER EXPENDITURES	1,440,421.65	1,195,436.00	244,985.65	120.5%
Total Expense	5,340,355.63	5,742,738.10	-402,382.47	93.0%
Net Ordinary Income	207,853.10	-464,890.02	672,743.12	-44.7%
Net Income	207,853.10	-464,890.02	672,743.12	-44.7%

Arcata Fire Protection District
Statement of Cash Flows
March 2024

	<u>Mar 24</u>
OPERATING ACTIVITIES	
Net Income	-802,628.77
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	-2,517.30
Acct. Recv. - County Treasury	-540,750.00
2000 · ACCOUNTS PAYABLE	985,052.14
US BANK:Hill	2,286.43
US BANK:Emmons	2,660.64
US BANK:Evenson	1,172.40
US BANK:J. McDonald	502.46
US BANK:Johnson	1,153.59
US BANK:Lillard	5,177.34
US BANK:Manousos	983.56
US BANK:R. McDonald	549.32
US BANK:Rheinschmidt	471.63
US BANK:Schuette	3,677.23
2100 · Payroll Liabilities	-8,784.52
2100 · Payroll Liabilities:457 Deduction	-4,000.00
2100 · Payroll Liabilities:CA Withholding	-4,886.86
2100 · Payroll Liabilities:Federal Withholding	-9,470.46
2100 · Payroll Liabilities:Medicare - Both	-2,727.56
2100 · Payroll Liabilities:Social Security - Both	-366.96
2100 · Payroll Liabilities:Survivor Benefit	-43.71
Net cash provided by Operating Activities	<u>-372,489.40</u>
Net cash increase for period	-372,489.40
Cash at beginning of period	<u>8,077,190.32</u>
Cash at end of period	<u><u>7,704,700.92</u></u>



Resolution Number: 24-302

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS
AUTHORIZING THE DESTRUCTION OF CERTAIN FIRE DISTRICT RECORDS**

WHEREAS, in compliance with Resolution 22-256, the Board authorizes for the destruction of certain records pursuant to the records retention schedule; and

WHEREAS, the Chief of the Arcata Fire Protection District has requested permission to destroy certain records, the exact nature and extent of which are set forth in **Exhibit A**, and by this reference made a part hereof; and

WHEREAS, said request is in accordance with the procedures and requirements of Sections 60200 through 60203 of the California Government Code; and

WHEREAS, the requested list of records to be destroyed shown in Exhibit A has been reviewed and approved by District Counsel.

NOW THEREFORE, BE IT RESOLVED THAT by the Arcata Fire Protection District Board of Directors that the Fire Chief is hereby authorized and directed, in accordance with Section 60203 of the Government Code of the State of California, to destroy the records described on the document marked **Exhibit A**, attached hereto and made a part hereof.

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

- Ayes:
- Nays:
- Abstain:
- Absent:

DATED: April 9, 2024

Signed:

Eric Loudenslager, President

Attest:

Becky Schuette, Board Clerk/Secretary

Documents for Destruction Pursuant to Policy

The following documents have been approved for destruction or purging in accordance with District Policy.

Document Type	Type Purged/Destroyed
Outlook Files from former staff	Electronic
FEMA Safer Hiring Grant Documentation	Electronic
HSU Housing Drill documentation	Electronic
District Volunteer Rosters	Electronic
2017 Vacation Picks	Electronic
Fire Investigation Photos & Video 2006-2015	Electronic
Former Employee Personnel Files 2016	Electronic
Hardcopy Former Personnel Files (originals scanned)	Hardcopy
Accounts Payable Fiscal Year 2016/17	Hardcopy
Accounts Receivable Fiscal Year 2016/17	Hardcopy
Accounts Payable Fiscal Year 2017/18	Hardcopy
Accounts Receivable Fiscal Year 2017/18	Hardcopy
Payroll documentation 2015	Hardcopy
Payroll documentation 2016	Hardcopy
EDD State Payroll DE9 & 9C Filings 2015	Hardcopy
EDD State Payroll DE9 & 9C Filings 2015	Electronic
EDD State Payroll DE9 & 9C Filings 2016	Hardcopy
EDD State Payroll DE9 & 9C Filings 2016	Electronic
Federal 941 & Schedule B Filings 2015	Hardcopy
Federal 941 & Schedule B Filings 2015	Electronic
Federal 941 & Schedule B Filings 2016	Hardcopy
Federal 941 & Schedule B Filings 2016	Electronic
Acting BC Testing Documents 2018	Hardcopy
Volunteer Applicants not selected 2017	Hardcopy
Volunteer Applicants not selected 2018	Hardcopy
Captain Promotional Testing 2018	Hardcopy
Firefighter Recruitment 2018	Hardcopy
BC Interviews 2018	Hardcopy
W-3 & W-2's 2015	Electronic
W-3 & W-2's 2016	Electronic
Press Releases & Legal Notices 2017	Electronic
Press Releases & Legal Notices 2018	Electronic
Proof of Publication (originals scanned)2021-2023	Hardcopy
Form 700 Statement of Economic Interest 2016	Electronic
SAFER Grant Award #EWW-2014-FH-00305 Documentation	Hardcopy

Board of Equalization Diesel Tax Returns 2017	Electronic
Board of Equalization Diesel Tax Returns 2018	Electronic
Board of Equalization Diesel Tax Returns 2020-2022	Hardcopy
Records Requests 2017	Electronic
Records Requests 2018	Electronic
Records Requests 2023 (originals scanned)	Hardcopy
Range Hood Fire System Inspection & Service Reports 2016-2023	Hardcopy
Fire Sprinkler Inspection Reports 2016-2023	Hardcopy

EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF CHRISTOPHER EMMONS

Table of Contents

Recitals 1

Article I. DUTIES & RESPONSIBILITIES..... 1

Article II. TERM OF EMPLOYMENT..... 2

Section 2.01 INITIAL TERM 2

Section 2.02 EXTENDED TERM 2

Article III. SALARY & PERFORMANCE EVALUATIONS 2

Section 3.01 SALARY..... 2

Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS..... 3

Section 3.03 MERIT INCREASES..... 3

Article IV. DRIVER LICENSE REQUIREMENT 4

Article V. RESIDENT REQUIREMENTS..... 4

Article VI. BENEFITS..... 4

Article VII. TERMINATION & SEVERANCE 4

Section 7.01 EMPLOYMENT AT-WILL..... 4

Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE..... 4

Section 7.03 TERMINATION FOR GOOD CAUSE..... 4

Section 7.04 TERMINATION WITHOUT GOOD CAUSE 5

Section 7.05 RETURN RIGHTS..... 5

Article VIII. CONVICTION OF A CRIME..... 6

Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE 6

Article X. Firefighters Procedural Bill of Rights Act..... 7

Article XI. NOTICES..... 7

Article XII. GENERAL PROVISIONS..... 7

Section 12.01 GOVERNING LAW 7

Section 12.02 ENTIRE AGREEMENT..... 7

Section 12.03 MODIFICATION 7

Section 12.04 NO ASSIGNMENT 7

Section 12.05 SEVERABILITY..... 8

Section 12.06 SUCCESSOR AGENCY..... 8

Article XIII. ORIGINALS 8

Signatures 8

Exhibit A – Fire Chief Job Description..... 9

Exhibit B – Benefits..... 16

**EMPLOYMENT AGREEMENT BETWEEN
ARCATA FIRE PROTECTION DISTRICT
AND FIRE CHIEF CHRISTOPHER EMMONS**

This Fire Chief Employment Agreement (“AGREEMENT”) is made and entered into by and between the Arcata Fire Protection District (“DISTRICT”) and CHRISTOPHER EMMONS (“EMPLOYEE”). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as “Party” or jointly as “Parties”.

WHEREAS, the DISTRICT has employed the EMPLOYEE since August 15, 2022; and

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

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

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

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

Article I. DUTIES & RESPONSIBILITIES

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

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

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

Article II. TERM OF EMPLOYMENT

Section 2.01 INITIAL TERM

- A. The CONTRACT shall become effective when signed by both Parties. The term of this CONTRACT is five (5) years measured from the effective date.
- B. The EMPLOYEE's employment as Fire Chief shall commence on or before August 2, 2024 unless the Parties agree otherwise in writing. If the EMPLOYEE intends to resign at any time before the expiration of the term of this CONTRACT, he shall notify the DISTRICT in writing at least 90 days before the date he intends to cease employment. If the EMPLOYEE fails to provide such notice or if the EMPLOYEE otherwise terminates his employment with the DISTRICT, the EMPLOYEE shall be entitled to no severance payment other than earned leave balances.

Section 2.02 EXTENDED TERM

- A. The Employee shall notify the DISTRICT in writing no more than 180 and no less than 90 calendar days before expiration of the contract term of his intent to renew or not to renew this CONTRACT. If the EMPLOYEE fails to notify the DISTRICT in writing or notifies the DISTRICT that he does not intend to renew, then this CONTRACT shall expire automatically after five (5) years after the effective date. If the EMPLOYEE notifies the DISTRICT that he wishes to renew, the DISTRICT shall notify the EMPLOYEE in writing within 30 calendar days thereafter of the DISTRICT's intent whether to extend or not to extend the EMPLOYEE's CONTRACT for an additional two (2) years.

Article III. SALARY & PERFORMANCE EVALUATIONS

Section 3.01 SALARY

- A. The salary range for Fire Chief contains a first step at \$128,964.00 per year and a top step at \$156,757.00 per year. The DISTRICT agrees to pay the EMPLOYEE an initial annualized base salary at the rate of \$128,964.00, payable bi-weekly as earned, EMPLOYEE will be paid at the same time and method as other DISTRICT employees are paid. EMPLOYEE'S pay is subject to all legal required withholdings and optional deduction of any sums as may be agreed upon between EMPLOYEE and the DISTRICT. The EMPLOYEE is only

entitled to the salary that the EMPLOYEE earned each pay period, based upon the time period in which he was employed in the Fire Chief position.

- B. This is a Federal Fair Labor Standards Act exempt position, and the EMPLOYEE will not be entitled to overtime compensation.

Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS

- A. The EMPLOYEE will schedule a closed session employee performance evaluation item on the agenda for a Board of Director's meeting no later than June 30 each year. The EMPLOYEE will schedule this meeting pursuant to applicable provisions of the Ralph M. Brown Act. During this closed session meeting and any necessary follow-up meetings, the BOARD will establish performance goals and objectives that it wishes the EMPLOYEE to address or achieve during the next fiscal year. The BOARD will include these goals and objectives in a written performance evaluation that it will prepare by approximately June 30th of each year. The BOARD may, in its discretion, establish a committee to meet with the EMPLOYEE for the purpose of informing the EMPLOYEE about the performance goals and objectives and to discuss the results of the EMPLOYEE'S performance evaluation.
- B. By or about June 30 each year, or at such time as may be mutually agreed by the Parties, the BOARD will meet in closed session with the EMPLOYEE to review and discuss his written performance evaluation. The BOARD will provide the EMPLOYEE with a written summary statement of the evaluations at a reasonable time prior to the closed session meeting and provide the EMPLOYEE an adequate opportunity to discuss his evaluation with the BOARD in closed session. The EMPLOYEE will sign the performance evaluation to acknowledge that he is aware of its contents. The evaluation shall be sealed and marked "Confidential, Authorized Personnel Only", and be placed in the EMPLOYEE's personnel file. The EMPLOYEE's performance will not be classified as "unsatisfactory" for purposes of compensation setting in Article III, Section 3.03 in the absence of a written summary statement making such a determination.

Section 3.03 MERIT INCREASES

- A. Each year the BOARD will determine if it will increase EMPLOYEE'S salary. The BOARD will determine salary increases based upon the EMPLOYEE'S merit as determined in his performance evaluation and upon the District's financial condition. Merit-based salary increases will normally be between 5.0% and 15.0% of the EMPLOYEE'S current salary. Salary increases for EMPLOYEE need not be delayed or otherwise affected by labor negotiations and labor agreements for any other District staff. However, the EMPLOYEE acknowledges and agrees that salary increases are not automatic and are given solely at the BOARD'S discretion.

Article IV. DRIVER LICENSE REQUIREMENT

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

Article V. RESIDENT REQUIREMENTS

- A. The EMPLOYEE agrees to reside in a location that allows him a response time of within fifteen (15) minutes to the boundaries of the DISTRICT. Questions about interpretation of response time will be resolved in the BOARD's sole determination. Exceptions to this rule may be granted by the DISTRICT in writing when, in the opinion of the BOARD, conditions warrant such an exception.

Article VI. BENEFITS

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

Article VII. TERMINATION & SEVERANCE

Section 7.01 EMPLOYMENT AT-WILL

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

Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE

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

Section 7.03 TERMINATION FOR GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated for Good Cause by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. For "Good Cause" may be defined as a (1) breach of contract, (2) failure to perform the responsibilities as set forth in this agreement, in applicable law, as specified in the DISTRICT's job description for Fire Chief and the DISTRICTS policies and procedures

or (3) medical incapacity to comply with this contract and/or perform the responsibilities summarized in this Section 7.03(A).

- B. Notwithstanding the “at-will” nature of the employment for the position of Fire Chief, the Employee will nonetheless have the rights afforded to him under Government Code section 3254(c). The EMPLOYEE shall receive 45 days’ written notice of such pending action. The EMPLOYEE shall then be entitled to a conference with the Board at which time the EMPLOYEE shall be given a reasonable opportunity to address the Boards concerns. The EMPLOYEE shall have the right to have representation of his choice at the conference with the DISTRICT Board
- C. There shall be no severance pay under this section in the event of termination of employment. However, if the EMPLOYEE is separated for medical reasons, the District will comply with any applicable law providing benefits associated with those medical reasons.

Section 7.04 TERMINATION WITHOUT GOOD CAUSE

- A. The EMPLOYEE’s status as Fire Chief and rights under this CONTRACT may be terminated without “Good Cause” by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT’s Board of Directors. The EMPLOYEE shall receive 180 days’ written notice. If the DISTRICT elects to exercise its rights under the section and terminate this CONTRACT during its term less than three (3) years after the commencement date, the EMPLOYEE shall have return (bump back) rights as described in Article VII, Section 7.05. If the termination of this CONTRACT under this section is more than three (3) years after the commencement date, the EMPLOYEE shall receive an amount of then current salary and benefits equal to one year, payable monthly.

Section 7.05 RETURN RIGHTS

- A. If, at the time of termination, the EMPLOYEE has been working as Fire Chief for the DISTRICT for less than three years, based on the commencement date of employment, the EMPLOYEE shall be entitled to the following return rights, provided that the EMPLOYEE is not being terminated pursuant to Government Code 53243:
 - i. The EMPLOYEE will be reassigned to a classification equal to that of Assistant Chief.
 - ii. Benefits will remain unchanged.
 - iii. Salary will be frozen until cost-of-living adjustments and/or raises bring that of Assistant Chief, Step 3 (or top step) in the DISTRICT to parity with EMPLOYEES current salary.
 - iv. Seniority would be retained for all past years of service.
- B. For the first three (3) years of this contract, the EMPLOYEE may voluntarily request a demotion from his employment with the DISTRICT. The EMPLOYEE shall give the DISTRICT

60 calendar days advanced notice unless the Parties agree otherwise. If this situation arises, the provisions of Section 7.05 subsections (1, 2, and 3) will apply. The EMPLOYEE would be placed at the current salary for top step Assistant Chief.

- C. All of Section 7.05 shall terminate three (3) years after the effective date and shall not affect the rest of the provisions of the CONTRACT.

Article VIII. CONVICTION OF A CRIME

- A. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse to the DISTRICT any and all leave salary which may be paid to the EMPLOYEE pending any investigation of the employment related conduct of the EMPLOYEE if the EMPLOYEE is convicted on a crime involving an abuse of his office or position as defined in Government Code 53243.4.¹
- B. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all funds provided for the legal criminal defense of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.²
- C. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all cash settlement provided to the EMPLOYEE, which is related to the termination of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.³

Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE

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

¹ California Government Code § 53243

² California Government Code § 53243.1

³ California Government Code § 53243.2

and employment or was the result of a criminal act, or willful or wanton misconduct or the EMPLOYEE.

- B. The DISTRICT will provide and pay all costs of fidelity or other bonds required for the EMPLOYEE.

Article X. Firefighters Procedural Bill of Rights Act

- A. Provisions of the Firefighters Procedural Bill of Rights Act, California Government Code Section 3250 et seq, applicable to employees with the rank of Fire Chief apply to EMPLOYEE.

Article XI. NOTICES

- A. Any notice relating to or required by this AGREEMENT must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or three (3) business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed the EMPLOYEE's last known mailing address.
- B. Each party may change address by written notice in accordance with this paragraph.

Article XII. GENERAL PROVISIONS

Section 12.01 GOVERNING LAW

- A. This AGREEMENT is governed by the laws of the State of California, and the rights and obligations of the Parties hereto will be construed and enforced in accordance with the laws of the State of California.

Section 12.02 ENTIRE AGREEMENT

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

Section 12.03 MODIFICATION

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

Section 12.04 NO ASSIGNMENT

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

Section 12.05 SEVERABILITY

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

Section 12.06 SUCCESSOR AGENCY

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

Article XIII. ORIGINALS

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

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

“DISTRICT”

“EMPLOYEE”

DATED: _____

DATED: _____

BY: _____

Eric Loudenslager, President

BY: _____

Christopher Emmons



ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF

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

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

BRIEF DESCRIPTION OF THE CLASSIFICATION:

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

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

OVERALL PHYSICAL STRENGTH DEMANDS:

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

ESSENTIAL FUNCTIONS:

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

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

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



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

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



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

CLASS REQUIREMENTS:

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

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

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



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

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



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

ARCATA FIRE DISTRICT

Job Description
FIRE CHIEF



PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.	R = Rarely Less than 1 hour per week.	N = Never Never occurs.
PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION		
Standing	O	Ladders, rooftops, truck platforms, painting, repair and maintenance work, public relations, training.		
Sitting	F	Computer, desk work, answering telephone, driving		
Walking	F	Emergency response, visiting stations, safety and routine inspections		
Lifting	O	Medical equipment and supplies, fire equipment and supplies, patients, stretchers, debris.		
Carrying	O	Medical equipment and supplies, fire equipment and supplies, patients, stretchers, debris.		
Pushing/Pulling	O	Medical equipment and supplies, fire equipment and supplies.		
Reaching	O	Medical equipment and supplies, fire equipment and supplies.		
Handling	O	Medical equipment and supplies, fire equipment and supplies.		
Fine Dexterity	F	Computer keyboard, writing, checking equipment, patient care.		
Kneeling	O	Firefighting, patient care, maintenance and cleaning, training.		
Crouching	O	Firefighting, patient care, maintenance and cleaning, training.		
Crawling	R	Firefighting, patient care, maintenance and cleaning, training.		
Bending	O	Firefighting, patient care, maintenance and cleaning, training.		
Twisting	O	Firefighting, patient care, maintenance and cleaning, training.		
Climbing	O	Ladders, steps, rooftops, truck platforms.		
Balancing	O	On ladders, steps, rooftops, truck platforms.		
Vision	C	Computer, desk work, observations at fire scenes, driving.		
Hearing	C	Firefighters, police, dispatch, general public.		
Talking	F	Firefighters, police, dispatch, general public.		
Foot Controls	O	Driving, depressing siren switch.		
Other (specify)	N			

ARCATA FIRE DISTRICT

Job Description

FIRE CHIEF



MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Emergency medical equipment including airways, oxygen, monitor/defibrillators, stretchers, backboards and stokes baskets, diagnostic equipment, and basic first aid supplies; firefighting equipment including fire hoses and appliances, portable ladders, rope, fans, portable lights; general hand tools; portable electric, mechanical, pneumatic, hydraulic, and gasoline powered tools; emergency vehicles including sedans, heavy fire apparatus, and support/utility vehicles and associated equipment; and communications equipment including radios, computer hardware and software, and cellular telephones.

ENVIRONMENTAL FACTORS:

D = Daily		W = Several Times Per Week		M = Several Times Per Month		S = Seasonally		N = Never	
HEALTH AND SAFETY			ENVIRONMENTAL FACTORS			PRIMARY WORK LOCATION			
Mechanical Hazards	M	Dirt and Dust	M	Office Environment	D				
Chemical Hazards	M	Extreme Temperatures	M	Warehouse	--				
Electrical Hazards	M	Noise and Vibration	D	Shop	--				
Fire Hazards	M	Fumes and Odors	M	Vehicle	--				
Explosives	S	Wetness/Humidity	S	Outdoors	--				
Communicable Diseases	S	Darkness or Poor Lighting	S	Other (see 1 below)	D				
Physical Danger or Abuse	M								
Other	N								

(1) Fire stations and emergency incident scenes

PROTECTIVE EQUIPMENT REQUIRED:

Turn out gear, fire gloves, fire resistive hood, helmet, safety glasses, safety shoes, self-contained breathing apparatus (SCBA), Wildland PPE (including helmet, shroud, goggles, nomex shirt, nomex pants, approved Wildland boots, gloves, and web-gear with fire shelter), body substance isolation garments, N95 mask, latex exam gloves, traffic safety vest.

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.	R = Rarely Less than 1 hour per week.	N = Never Never occurs.
NON-PHYSICAL DEMANDS				
Time Pressures				F
Emergency Situations				F
Frequent Change of Tasks				F
Irregular Work Schedule/Overtime				F
Performing Multiple Tasks Simultaneously				F
Working Closely with Others as Part of a Team				F
Tedious or Exacting Work				F
Noisy/Distracting Environment				F

EXHIBIT B

LEAVE

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

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

Vacation days shall be to be earned annually at a rate of 176 hours on January 1 of each year:

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

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

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

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

SICK LEAVE – The EMPLOYEE shall receive sick leave at a rate of eight (8) hours a month. Sick leave accumulation is unlimited. Sick leave must be used in 8 hour or greater increments. Accrued sick leave to care for a sick family. The family member need not have a “disability” or “serious health condition” for this provision to apply it may include medical, dental and vision care appointments of a family member. “Family member” includes a spouse, registered domestic partner, child, stepchild, parent, stepparent, siblings or stepsiblings, grandparents, grandchild, mother-in-law, and father-in-law.

Unused sick leave will be converted to years of service upon retirement from the DISTRICT.

BEREAVEMENT LEAVE – The EMPLOYEE may be absent from work by reason of the death of a member of the employee’s immediate family. The EMPLOYEE shall be

allowed a leave of absence with full pay not to exceed five days per occurrence; this leave will not be cumulative.

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

INSURANCES

MEDICAL INSURANCE – The DISTRICT requires all employees to have medical insurance. The DISTRICT shall pay 100% of the CALPERS Gold health insurance plan for the EMPLOYEE and his eligible dependents. The EMPLOYEE shall pay the difference between the Platinum and Gold plans if he elects to participate in the Platinum Plan.

If the EMPLOYEE has alternative medical insurance coverage, he will not be required to participate in the DISTRICT's medical insurance plan. The EMPLOYEE is required to provide verification of such alternative coverage to the DISTRICT during the open enrollment period and all subsequent years the EMPLOYEE chooses to Opt-Out. While participating in the Opt-Out option, the DISTRICT shall reimburse the EMPLOYEE up to a total of \$3000 in the aggregate for eligible dependents per year for medical expense reimbursement. With receipt, the following items are eligible for reimbursement: Co-payments, deductible related medical expenses, healthcare expenses incurred as a result of not using preferred care providers. The EMPLOYEE shall pay for the services rendered.

Upon retirement of the DISTRICT will keep the EMPLOYEE only paid enrollment in the DISTRICT's health insurance plan according to the following schedule:

- (i) Less than four (4) years of service – None
- (ii) Four or more years of service – Will be provided coverage, for the annuitant only
 1. Premiums paid until the annuitant reaches age 65.
 2. The District shall allow the annuitants to add eligible dependents at their own expense.

To qualify the EMPLOYEE must meet the definition of an "annuitant" as defined by the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The DISTRICT will contribute to CalPERS the minimum amount necessary to pay the cost of their enrollment in the DISTRICT provided health insurance. The contribution will be equivalent to the minimum employer contribution required under Section 22892(b)(1) of the PEMHCA. Each month the DISTRICT will provide the retired EMPLOYEE a non-taxable reimbursement issued in the full amount, to pay for the difference between the District's minimum contribution to PERS (required under Section 22892(b)(1) of the PEMHCA) and the cost of enrollment of the employee, enrolled in the DISTRICT provided health care plan.

The DISTRICT shall allow the EMPLOYEE to add eligible dependents at their own expense.

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

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

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

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

Life Insurance: Employee coverage: \$50,000 & Spousal coverage: \$20,000
 Disability Insurance: *Employee only*
 Air Ambulance Membership: *Family*
 Employee Assistance Program

RETIEMENT

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

Provision Type	Provision Name	Government Code Section	Effective Begin Date
Death Benefit	\$500 Retired Death Benefit	21620	10/30/2011
1959 Survivor Benefit Level	1959 Survivor Benefit Level 3	21573	10/30/2011
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	21329	10/30/2011
SR Benefit Formula	3% @ 55 Formula for Firefighter or Local Safety Member	21363.1	10/30/2011
Additional Service Credit	Additional Service Credit 2 Years-Local Member	20903	10/30/2011
Final Compensation Period	Final Compensation 1 Year	20042	10/30/2011
Military/Relocation Credit	Military Service Credit as Public Service	21024	10/30/2011
Military Relocation Credit	Military Service Credit for Retired Persons	21027	10/30/2011
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance	21624/26/28	10/30/2011
Post Retirement Survivor Allowance	Post-Retirement Survivor Allowance to Continue After Remarriage	21635	10/30/2011
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	21551	10/30/2011

Death Benefits	Pre-Retirement Option 2W Death Benefit	21548	10/30/2011
Prior Service	Prior Service	20055	10/30/2011
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	21023.5	10/30/2011
Service Credit	Public Service Credit for Periods of Layoff	21022	10/30/2011
Sick Leave Credit	Unused Sick Leave Credit- Local Member	20965	10/30/2011
Value of EPMC Reported	Value of EPMC Reported to PERS as Earnings	AFPD Resolution No. 99-080	06/01/1999

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

OTHER FRINGE BENEFITS

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

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

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

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

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

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

CLOTHING ALLOWANCE – The EMPLOYEE as Fire Chief may be required to wear, while on duty, a full and distinctive uniform, including required patches and other attachments to the uniform. The DISTRICT shall supply the employee with all uniform requirements. The EMPLOYEE’s clothing allowance shall be \$750 per year and shall be renewed on July 1 of each year. Unused uniform allowance shall not carry over from prior years. The clothing allowance shall be used to purchase items as outlined in the District’s Uniform Policy.

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

EMERGENCY RESPONSE PAY - The EMPLOYEE, if qualified according to California Incident Command Certification System (CICCS), will earn emergency response pay portal to portal, for mutual aid responses under the Six-Party or State of California Master Mutual Aid agreements.

- a) They shall be paid at the listed rates in the CAL FIRE agreement: Mutual Aid; Local Agency Agreement; (Assistance By Hire); California Fire Assistance Agreement (CFAA). This payrate does not include response covered by a local mutual-aid or auto-aid agreement. When determining the pay rate, the District shall refer to the most current CAL FIRE or CFAA contract.
 - i) Pay will be given for assignments such as Strike Teams; Cal OES requests; disaster responses outside of the District; County, State, & Federal Disasters inside of the District; or any other type of special emergency inside/outside of the District which requires the employee(s) to be held on duty or to respond back for extended operational periods.
 - ii) Employees will not receive additional pay when on these assignments if they are working their normal shift schedule.
 - iii) Pay will be distributed on a pass-through basis.
 - iv) The District shall compensate employees regardless of reimbursement at the listed hourly pay rates.
 - v) Only additional days or hours will be compensated at this rate.

Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Chris Emmons, Deputy Chief
Subject: Consider Letter of Support for SAFER Grant Application

DISCUSSION:

At the February Board of Directors meeting, the Board approved contractual services with Fire Grants Experts to submit an application for staffing through the SAFER grant process.

Staff has drafted a letter of support for the Board of Directors to consider for submittal with the application.

The letter does not guarantee that the grant will be awarded to us, nor does it obligate us to accept the award, but must be included with the application to be considered.

RECOMMENDATION:

Review and consider submittal of letter of support from the Arcata Fire District Board of Directors.

FINANCIAL IMPACT:

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

ALTERNATIVES:

ATTACHMENTS:

1. Draft Letter of Support



April 9, 2024

Arcata Fire Protection District
2149 Central Ave.
McKinleyville, CA 95519

Dear SAFER Grant Committee,

As the governing body of the Arcata Fire Protection District, we are writing this letter of support for consideration of the Staffing for Adequate Fire and Emergency Response (SAFER) grant for our district. Currently, we fall well below the NFPA 1710 staffing standard which significantly limits the level of service to the communities we serve and endangers both the citizens and firefighters in emergency incidents.

As the governing body of our fire district, we fully support the SAFER grant program and our application submittal. If awarded this grant, we will immediately engage in a hiring process to increase the staffing at all our stations to meet the NFPA 1710 standard. We are also seeking alternative and additional funding so that we can maintain the staffing levels upon completion of the SAFER project period.

This award would greatly raise the level of safety and service to our communities.

Thank you for your consideration.

Respectfully,

Eric Loudenslager,
Board President
Arcata Fire Protection District



Resolution Number: 24-303

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

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

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

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

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

WHEREAS, consistent with Tax Exchange Agreement Offer 2, DISTRICT has prepared a Property Tax Exchange Agreement Proposal, Exhibit 1, that is intended to meet all of the expectations and commitments outlined in of the Board adopted strategies and expectations; and

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

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

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

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

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

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ARCATA FIRE PROTECTION DISTRICT HEREBY RESOLVES to authorize the President of the Board of Directors, after review and determination that the final agreement substantially conforms with the terms and conditions contained herein, to execute on behalf of the Board the Secured Property Tax Revenue Exchange Agreement for the annexation areas described in Exhibit A, Arcata Fire Protection District Annexation Geographic Description, thereto, and incorporated herein by reference, as if set forth in full.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the Arcata Fire Protection District on motion by Director _____, second by Director _____ and by the following polled vote:

Ayes:

Nays:

Abstain:

Absent:

DATED: April 9, 2024

Signed:

Eric Loudenslager, President

Attest:

Becky Schuette, Board Clerk/Secretary

ARCATA FPD ANNEXATION TAX EXCHANGE SHARING AGREEMENT PROPOSAL

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

The annexing district is willing to:

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

If the above expectations are met the county will:

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

DESCRIPTION OF HOW EXPECTATIONS WILL BE MET:

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

- **Expectation:**

- ✓ Review and amend, as necessary, existing out-of-district response area maps to create an annexation area that matches where services are currently being demanded and provided and where they can reasonably expect to be needed in the near future, as defined by the district in collaboration with County and LAFCo staff.

- **Meeting the Expectation:**

- ✓ Arcata FPD is pursuing an annexation application with LAFCo to expand their boundary to include all of their out of district response area. The annexation as proposed includes 3,561 acres and includes the area on the southeast end of the Arcata Fire Protection District, extending through the rural residential areas along Jacoby Creek Rd. and Fickle Hill Rd. until it connects with the Kneeland Fire Protection District Boundary to the south and the southeast, and the Humboldt Bay Fire Boundary to the west. This area includes the east

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

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

2. Establish new and or update revenue sources:

- **Expectation:**

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

- **Meeting the Expectation:**

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

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

3. Commit to planning for the future:

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

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

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

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

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

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

This Agreement, entered into this ___ day of ___, 20___, by and between the County of Humboldt, a political subdivision of the State of California, hereafter referred to as "COUNTY," and the Arcata Fire Protection District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT," is made upon the following considerations:

RECITALS

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

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

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

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

WHEREAS, on December 10, 2023, DISTRICT approved Resolution Number 23-297, "Resolution of Application by the Arcata Fire Protection District Requesting the Local Agency Formation Commission Take Proceedings for the Annexation of Arcata Fire Protection District Good Will Response Area" and filed an application on December 29, 2024, with the Humboldt Local Agency Formation Commission ("LAFCO") requesting annexation of approximately three thousand five hundred sixty one (3,561) acres of real property representing DISTRICT's out of district good will fire service response area; and

WHEREAS, LAFCO considered the district annexation proposal as part of a noticed

public hearing on March 20, 2024, and approved the proposal, subject to a public protest hearing which was held on May 1, 2024, and ordered the change of organization after finding insufficient protest; and

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

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS

DEFINITIONS:

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

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

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

EXCHANGE OF SECURED PROPERTY TAX REVENUES:

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

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

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

DISTRICT shall receive one hundred percent (100%) of DISTRICT's average tax allocation factor or five point six nine percent (5.68958125%) of the Secured Property Tax Revenue attributable only to the change in base value (i.e., property tax growth), using property taxes collected in the applicable Annexation Areas during fiscal year 2024-2025 as the anticipated base year from which to calculate the change in base value, and each year thereafter.

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

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

3. TERMINATION:

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

4. NOTICES:

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

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

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

5. MUTUAL DEFENSE OF AGREEMENT:

If the validity of this Agreement is challenged in any legal action brought by a third party, COUNTY and DISTRICT shall jointly defend against the legal challenge, and share equally any award of costs, including, without limitation, attorney's fees and other costs of litigation, against COUNTY, DISTRICT, or both. In such cases, each party will bear their

own costs and attorney's fees.

6. WAIVER OF RETROACTIVE RECOVERY:

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

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

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

8. PROVISIONS REQUIRED BYLAW:

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

9. JURISDICTION AND VENUE:

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

10. MODIFICATION:

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

11. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other

provision of this Agreement.

12. CONFLICTING TERMS OR CONDITIONS:

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

13. INTERPRETATION:

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

14. INDEPENDENT CONSTRUCTION:

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

15. ENTIRE AGREEMENT:

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

16. COUNTERPART EXECUTION:

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

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

17. AUTHORITY TO EXECUTE:

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

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

[Signatures on Following Page]

DRAFT

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

ARCATA FIRE PROTECTION DISTRICT

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

COUNTY OF HUMBOLDT

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

DRAFT

District Business

Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: First Reading of Proposed Ordinance 24-22

DISCUSSION:

At the direction of outgoing President Maynor, staff has placed the compensation of Board members on the agenda for discussion and direction.

After further research, staff found that pursuant to section 13857 of the Health and Safety Code (HSC), District Board members can be compensated up to \$100 per meeting. The HSC also limits the maximum number of compensated meetings per month to six (6). The code section also allows the Board, through adoption of an ordinance, to increase the compensation by not more than 5% in a twelve-month period.

At the March meeting, staff presented a draft ordinance which after discussion needed some revisions and tonight's Ordinance is the result of those revisions. Following tonight's first reading, the Ordinance will be placed on the Agenda in May for the second reading and adoption. Additionally, the Board will adopt the necessary revisions of the Board Policy Manual following adoption of the Ordinance.

RECOMMENDATION:

Staff recommends the Board introduce and read, in title only, the attached District Ordinance No. 24-22 and set the matter for public hearing and final adoption at the May 14, 2024, Regular Board meeting.

FINANCIAL IMPACT:

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

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

- Attachment 1 – Draft Ordinance 24-22

SAMPLE DRAFT Ordinance Number: 24-22

AN ORDINANCE OF THE ARCATA FIRE PROTECTION DISTRICT REINSTATING THE COMPENSATION FOR MEMBERS OF THE ARCATA FIRE PROTECTION DISTRICT GOVERNING BOARD, PURSUANT TO HEALTH AND SAFETY CODE § 13857

WHEREAS, the Arcata Fire District Board of Directors have found it desirable to reinstate compensation of its members attendance of meetings; and

WHEREAS, prior to 2001 Board members were compensated \$75 quarterly for attendance at Board meetings. This practice was ceased in fiscal year 2003-04 due to budget constraints; and

WHEREAS, in 2013 the Board reinstated the compensation, and again this practice was ceased in January 2016 by Board action.

NOW THEREFORE, the Board of Directors of the Arcata Fire Protection District ordains as follows:

Section 1, In accordance with Section 13857 of the Health and Safety Code, the Arcata Fire Protection District enacts the compensation of its Board members.

Section 2, Board of Directors' Compensation. Upon and after the effective date of this Ordinance, compensation for members of the Board of Directors of the Arcata Fire Protection District shall be \$100.00 per meeting, for attendance in their official capacity as a member of the Board at not more than four (4) meetings during any single calendar month, which may consist of any combination of regular or special meetings of the Arcata Fire Protection District Board of Directors. If multiple meetings are held on one day, the Board Members will be compensated \$100.00 for that day.

Section 3, Policy for Reimbursement of Expenses. In accordance with the provisions of California Government Code Sections 53232 through 53232.4, it is the policy of the Arcata Fire Protection District to reimburse each member of the Board for actual and necessary expenses ("Authorized Expenses") incurred as a result of the member's performance of official duties and Authorized Activities. Authorized Expenses, as further described in Section 4, are for Board Members only, and shall not include expenses incurred by any unauthorized individual, such as family members. Authorized Expenses shall not include personal expenses, such as entertainment, alcoholic beverages, or personal care expenses.

Section 4, Expense Payment and Reimbursement. In accordance with this Ordinance, and other applicable law, Board Members shall be entitled to have

actual and necessary expenses that are incident to the performance of official duties, Authorized Activities or other Board-authorized District business reimbursed by the District as follows:

- A) **Authorized Activities.** Expenses incurred while engaging in the following activities are considered Authorized Expenses if all requirements of this Ordinance are fulfilled:
 - 1) Regular or Special Meetings attended by Board Members in their official capacity as representatives of the District;
- B) **Registration.** The District will pay registration fees for an approved event. A flyer or announcement with registration information must be submitted with the Request for Travel Authorization Form.
- C) **Transportation.** The approved mode of transportation shall be the most efficient and/or least costly for the situation, based on the needs of the District, unless the traveling member has been authorized otherwise (the member will normally be required to pay the difference). Included approved travel expenses include common carrier cost, parking, airporter, bridge tolls etc.

Whenever practicable, the District preference is to provide the traveling member with a District vehicle and fuel card (officers should use their district-assigned credit card). Although, if no district vehicle is available or the traveler is seeking special permission to use their private vehicle for travel the District will reimbursement for use of personal vehicles shall be in the form of a per-mile payment based on current IRS Standard Mileage Rates (based on government-estimated costs of fuel, depreciation, lease payments, maintenance, repairs, gasoline taxes, oil, insurance, and vehicle registration fees). Mileage must be documented to be reimbursed. The District will not reimburse for: fuel, fines/penalties/tickets/court costs, accident-related costs, and repairs to personal vehicles.

- D) **Lodging.** Overnight lodging may be approved for events that are 90 or more miles from the District boundaries. The District will pay GSA lodging rates for the area of travel (www.gsa.gov/travel/plan-book/per-diem-rates). However, if the District determines that it is the best interest for a member to stay at a conference host hotel, the District shall authorize the higher lodging rate. The traveling member shall seek accommodations that are in compliance with the Hotel and Motel Fire Safety Act of 1990 (www.apps.usfa.fema.gov/hotel/).
- E) **Meals and Incidental Expenses.** Meal and incidental costs may be approved for events that are 90 or more miles from the District boundaries. Travelers will use the GSA per-diem rates for the travel area for meal costs. Travelers will be required to specifically account for actual meal expenses and if they exceed the GSA rate traveler will be required to pay the difference. Tips may not exceed 15% of the cost of the meal and must be shown on the receipt. Alcoholic beverages are not reimbursable

The amount granted to cover meals will be adjusted to take into account any meals included in the meeting/conferences registration fee.

Incidental Expenses Costs for incidental food items (e.g., bottled water, snacks not provided during breaks) may be claimed for reimbursement if the combined cost of the meals and incidental food items does not exceed the maximum allowable daily amount for incidentals. Actual receipts must also be attached for incidental food items.

The incidental allowance included in the GSA daily per diem rate covers items such as tips for porters, baggage carriers, bellhops, and maids typically incurred when traveling. Incidental items such as cab fare or tolls are not included in the per diem incidental allowance. These types of expenses are reimbursable expenses that the member should submit separately for reimbursements.

F) Receipts/Expense Reports.

Original, itemized receipts should be submitted for all reimbursements, including meals. Credit card receipts with no detail except the amount charged shall not be considered itemized receipts and are not adequate documentation by themselves to justify the expense.

The District acknowledges that receipts may not be made available by all vendors during the course of the Board Member travel. If a receipt is lost or unavailable, excluding an itemized lodging receipt, the District may reimburse the Board Member for the expense if the member prepares and submits a written justification memo for the expense to the Fire Chief or designee. The written justification for all items, except meals, must include a description of the expense and the reason a receipt is not available. Written justification is to be used for the occasional missing receipt and is not meant for an aggregation of many undocumented expenses. For meals, the name of the restaurant, date and amount should be included with a statement that the amount listed does not include alcohol. An itemized lodging receipt is required per IRS regulations and District policy; if lost or unavailable, the Board Member must contact the lodging facility for a duplicate, itemized receipt. Inability to provide such documentation in a timely fashion may result in the expense being borne by the Board Member.

G) Travel Cancellations. Members shall notify the authorizing supervisor as soon as reasonably practicable after becoming aware that they will not be able to complete the travel for which they have already requested District approval, so that the District may make operational adjustments, cancel travel and/or training reservations, and seek available refunds.

Members who notify the Fire Chief or designee of their intent to cancel less than 10 days prior to the departure date of travel may be required to reimburse the District for any non-refundable costs of the travel and/or training, unless the Fire Chief or designee determines that the cancellation and assumption of related costs by the District are reasonably justifiable.

Cancelling approved travel less than 10 days prior to departure as a matter of the member's personal preference or for unexplained personal reasons is not justifiable. Examples of justifiable cancellations may include, but are not limited to:

- Cancellation of the training or other event that was the reason for the travel
- Cancellation or interruption of the approved mode of travel (e.g., unresolvable flight cancellations, highway closures)
- Unexpected serious illness, injury, or death of the traveler or of a family member
- Emergency needs of the District

If the District cancels the member's travel and/or attendance at training, the member shall not be responsible for personally reimbursing the District for any costs. In such situations, if the member has assumed responsibility for any non-refundable costs, the District shall reimburse the member for those costs.

If a member has received a travel advance, they shall be responsible for refunding the District for all advanced funds except any non-refundable costs for which District payment has been specifically authorized.

Section 5, Reports to Board. At the Board meeting following a meeting, conference or seminar for which reimbursement will be requested, Board members must briefly report on the meeting, conference or seminar attended at District expense. If multiple Board Members attended a joint report may be made.

Section 6, Compliance with Laws. Some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the California Public Records Act.

Section 7, Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Arcata Fire Protection District hereby declares that it would have adopted this Ordinance irrespective of the fact that any one or more section, subsection, sentence, clause, phrase or portion be declared invalid or unconstitutional or ineffective.

Section 8. Pursuant to Section 20204 of the Water Code of the State of California, this Ordinance shall take effect and be in full force and effect sixty (60) days after its final passage.

Section 9. Within fifteen (15) days after the adoption of this Ordinance, the Board Secretary shall have it posted in three (3) public places designated by the Board of Directors.

This Ordinance was introduced and read on _____, and pass and adopted on _____ 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: (Insert Date)

Signed:

Eric Loudenslager, President

Attest:

Becky Schuette, Board Clerk/Secretary

DRAFT

Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Direct the Budget Committee to Work With Staff to Develop the 2024/25 Budget for Presentation to the Board

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.”

Directors Johnson and Loudenslager have agreed to continue to be assigned to an ad hoc Budget Development Committee. This Committee will work with staff to review and assess the District’s 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. Direct the committee to work with staff to produce a FY 2024/25 preliminary budget to be presented no later than the June-2024 Board meeting;
2. Direct the committee and staff to have the FY 2024/25 final budget presented no later than the September 2024 Board meeting.

FINANCIAL IMPACT:

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

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

None

Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Consider Agreement for Consulting Services for the Development of Long-Term Finance Planning with CalMuni Advisors and Authorize the Fire Chief to Sign the Agreement

DISCUSSION:

At the April 2022 Board meeting, the Board authorized the District to engage in the services of CalMuni Advisors for financial advising and assistance with budget recommendations.

As a reminder, CalMuni Advisors is part of the team that has assisted the District, along with Bond Counsel Cameron Weist, to secure financing for the UAL restructuring and the recent fire engine loans. Over the last two years, CalMuni has assisted with budget recommendations in compliance with our UAL Pension Management Policy and Debt Management Policy.

Staff is bringing forth a proposal to utilize CalMuni services for another project to assess its overall financial position with respect to the future projects, goals, and liabilities. With the District currently involved in conducting a Standards of Cover/Master Plan to study the expected growth of the District, and the need to renew the 2020 special tax, Cal Muni Advisors would assist the District staff and Board with the development of a Long-Term Financing Plan (LTFP).

Long-Term Financial Plan Services include the following:

- A thorough financial analysis of the District's current financial status. This will include an assessment of revenue sources, expenditure patterns, existing capital improvement plans, debt levels, existing financial policies and any financial challenges or opportunities.
- A detailed financial model to project revenues and expenditures and establish a basis for projecting future revenue needs for at least a 10-year period. This model will include a dashboard to visually present key financial metrics that update automatically with changes to model assumptions. It will also be able to run scenarios with varying assumptions, allowing us to determine the sensitivity of the results to changing inputs and assumptions.
- A comprehensive debt management strategy that outlines options for debt issuance, refinancing, and structuring to optimize the District's long-term financial health, and work with bond counsel to integrate into the LTFP.
- Guidance on potential revenue enhancement opportunities, including a review of potential tax adjustments, fee structures, and grants, with a focus on improving the District's financial sustainability.
- Identify and mitigate potential financial risks to the District, including factors such as economic downturns, changes in legislation, or unforeseen events that may impact the District's financial stability.

CalMuni's proposal would be outside the existing contract for general financial advice and a supplemental contract would need to be approved. The LTFP proposal cost is estimated to be \$24,800 and would take approximately 80 hours to complete. If approved, staff and CalMuni would plan to present the plan to the Board by the end of 2024.

RECOMMENDATION:

Staff recommends the Board consider the information provided, take public comment, discuss, and approve the Contract with CalMuni advisors, authorize the Chief to sign the contract and set a budget item in FY 24/25 for Financial Advisory Services for \$25,000.

FINANCIAL IMPACT:

- No Fiscal Impact/Not Applicable
- Included in Budget: If approved the FY24/25 budget would include these fees
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

- Attachment 1- Agreement for Consulting Services

The background of the page is a composite image. The top and bottom sections are orange-tinted photographs of a grassy hillside. The middle section is a blue-tinted photograph of a rocky coastline with waves crashing against the shore. The text "AGREEMENT FOR CONSULTING SERVICES" is overlaid on the blue section in white, bold, sans-serif capital letters. A short orange horizontal line is positioned below the text.

AGREEMENT FOR CONSULTING SERVICES

CALIFORNIA MUNICIPAL ADVISORS LLC
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into this ___th day of _____ 2024, by and between the Arcata Fire Protection District, a fire protection district, organized and existing under the Constitution and laws of the State of California, with its principal place of business at 2149 Central Avenue, McKinleyville, CA 95519 (the “District”), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 1401 21st Street, Suite 5778, Sacramento, CA 95811 (“CalMuni”), sets forth the terms and conditions under which CalMuni shall provide consulting services to the District.

WHEREAS, the District has a series of upcoming projects, goals, and current liabilities of the District and need to assess the overall financial position and future of operations; and

WHEREAS, as a financial consultant and municipal advisor to cities, counties, special districts and other local government agencies throughout the State of California, CalMuni regularly works with agencies to prepare long-term financing plans, capital improvement plans, funding plans, debt capacity analysis, financial modeling/quantitative analysis, pension cost mitigation plans and other similar engagements, in each case acting in a fiduciary capacity in support of the long-term fiscal health to bolster operational efficiency and effectiveness of public agencies; and

WHEREAS, the District desires to retain the services of CalMuni to assist the District with the development of a Long-Term Financing Plan (“LTFP”) and potential future services described in the list of services attached hereto as Exhibit A (the “Scope of Service”); and

WHEREAS, CalMuni is duly licensed and has the necessary qualifications, experience, and personnel necessary to properly provide the Scope of Services; and

WHEREAS, the Board of Directors, hereby authorizes the Fire Chief to enter into this Agreement on behalf of the District; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the District and CalMuni agree as follows:

SECTION I. SCOPE OF SERVICES

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the “Services” or “Scope of Services”). Any material changes or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall

be completed as agreed in writing in advance between the District and CalMuni. Upon request of the District, CalMuni may agree to additional services to be provided by CalMuni, only by a separate agreement between the District and CalMuni.

B. The Scope of Services details current, ongoing and additional services of CalMuni. The District shall not be responsible for payment of any Service unless mutually agreed upon and authorized by the District. CalMuni shall not be responsible for any performance of Services until mutually agreed upon and authorized by the District.

C. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the District for work which fails to meet these standards, and which is reported to CalMuni in writing within sixty (60) days of discovery.

D. The District shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the District to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the District, however, the District makes no warranty as to the accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the District by a third party. CalMuni shall have a duty to bring to the District's attention any deficiency or error it may discover in any information provided to CalMuni by the District or a third party.

E. CalMuni shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. The District shall furnish to CalMuni no facilities or equipment, unless the District otherwise agrees in writing to provide the same.

F. CalMuni shall, at CalMuni's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

G. Upon the District's request, CalMuni shall provide, in a form acceptable to the District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to CalMuni's performance of the Services.

SECTION II. WORK SCHEDULE

The Services described in Section A-I of Exhibit A are to commence as soon as practicable after the execution of this Agreement. The balance of Services described in Exhibit A shall commence only upon the District's written direction.

SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

A. IRMA Disclosures. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the District’s independent registered municipal advisor (“IRMA”) with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The District acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the District required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The District further agrees not to represent that CalMuni is the District’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni’s prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its client’s of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni’s Disclosure Statement delivered to the District together with this Agreement as Exhibit C.

C. Fiduciary Duty of Care. CalMuni has a legal fiduciary Duty of Care to:

1. Exercise due care in performing its municipal advisory activities;
2. Possess the degree of knowledge and expertise needed to provide the District with informed advice;
3. Make a reasonable inquiry as to the facts that are relevant to District’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to District; and
4. Undertake a reasonable investigation to determine that CalMuni is not forming any recommendation on materially inaccurate or incomplete information; CalMuni must have a reasonable basis for:
 - i. any advice provided to or on behalf of District;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District securities; and

- iii. any information provided to the District or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.

D. Fiduciary Duty of Loyalty. CalMuni has a legal fiduciary Duty of Loyalty to deal honestly and with the utmost good faith with District and act in District’s best interests without regard to the financial or other interests of CalMuni. CalMuni will eliminate or provide full and fair disclosure (included herein) to District about each material conflict of interest (as applicable). CalMuni will not engage in municipal advisory activities with District as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in District’s best interests.

SECTION IV. COMPENSATION

A. For the Services provided under this Agreement, CalMuni’s professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the District shall be submitted to and be reviewed and verified by the District. The District shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the District.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. CalMuni shall make available to the representative of the District all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days’ notice for a period of two (2) years from the date of final payment under this Agreement.

SECTION V. TERM AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on the following dates as to the scope of work set forth in the referenced exhibits unless extended by amendment or terminated earlier as provided herein.

<u>Exhibit</u>	<u>Termination Date</u>
A-I – LTFP Services	December 31, 2024
A-II. General Financial Consulting Assistance	As requested

B. The District may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, by written notice to CalMuni, for such period as it deems necessary in the District's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the District, the District may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services, in whole or part, may be terminated upon ten (10) days written notice from either party, with or without cause. In the event District elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the District.

SECTION VII. RECOMMENDATIONS

If CalMuni makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the District and is within the scope of the engagement, CalMuni will determine, based on the information obtained through reasonable diligence of CalMuni whether a municipal securities transaction or municipal financial product is suitable for the District. In addition, CalMuni will inform the District of:

- i. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

- ii. the basis upon which CalMuni reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the District; and
- iii. whether CalMuni has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the District's objectives.

If the District elects a course of action that is independent of or contrary to the advice provided by CalMuni, then CalMuni is not required on that basis to disengage from the District

SECTION VIII. CONFIDENTIALITY

A. All information, data, reports, and records ("Data") in the possession of the District or any third-party agent to the District necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the District shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this agreement shall be and remain the property of the District for its use in any manner it deems appropriate. CalMuni shall deliver the work product to the District in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files provided to the District will be compatible with the District's current computer hardware and software. CalMuni makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the District at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The District acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the District use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the District's sole risk. Any and all liability arising out of changes made by the District to CalMuni's deliverables is waived against CalMuni unless the District has given CalMuni prior written notice of the changes and has received CalMuni's written consent to such changes.

C. To the extent the District requests that CalMuni provide advice with regard to any recommendation made by a third party, the District will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The District acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni

makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

D. In the course of performing services under this Agreement CalMuni may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the District. Should CalMuni undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Services, it is expressly agreed by CalMuni that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of the District's other clients, or to any other third party, without the District's prior express written consent.

SECTION IX. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

Arcata Fire Protection District
2149 Central Avenue
McKinleyville, CA 95519
Attention: Fire Chief

California Municipal Advisors LLC
20 South Santa Cruz Avenue, Suite 300
Los Gatos, CA 95030
Attention: Andrew Flynn

SECTION X. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the District's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the District.

SECTION XII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

A. CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners,

servants and/or joint venturers of the District by virtue of this Agreement or any actions or services rendered under this Agreement. This Agreement shall not be construed as an agreement for employment. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

B. CalMuni acknowledges that CalMuni: (1) is free from the control and direction of the District in connection with the performance of the Services; (2) performs Services outside the usual course of the District's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as CalMuni performs for the District, and has the option to perform such work for other entities. CalMuni shall have no authority to contract for or otherwise bind the District.

SECTION XIII. DISPUTE RESOLUTION

A. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Santa Clara.

B. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

SECTION XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the District agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

SECTION XV. TOOL DEVELOPMENT

Except as otherwise set forth in this Agreement, the District will own all tangible written material originally prepared expressly for the District and delivered to the District

under this Agreement, excluding any intellectual content and materials contained or embodied therein, which includes all: proprietary information, general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property or information which may have been uncovered, generated, developed or derived by CalMuni either prior to or as a result of its provision of services under this Agreement.

SECTION XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the District and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SECTION XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

[Signature Page to Follow on Next Page]

IN WITNESS THEREOF, the District and CalMuni have executed this Agreement as of the day and year herein above written.

ARCATA FIRE PROTECTION DISTRICT

By: _____

Name:

Title:

CALIFORNIA MUNICIPAL ADVISORS LLC

By: _____

Name: Andrew Flynn

Title: Managing Director

EXHIBIT A

SCOPE OF SERVICES

A-I. Long-Term Financial Plan (LTFP) Services

Long-Term Financial Plan Services include the following:

- Hold a kick-off meeting with District staff and bond counsel to outline roles and responsibilities, define clear processes and workflows, discuss the data transfer, outline goals and objectives, and identify and review any unique circumstances that may have an impact on the LTFP.
- Conduct a thorough financial analysis of the District's current financial status. This will include an assessment of revenue sources, expenditure patterns, existing capital improvement plans, debt levels, existing financial policies and any financial challenges or opportunities.
- Develop a detailed financial model to project revenues and expenditures and establish a basis for projecting future revenue needs for at least a 10-year period. This model will include a dashboard to visually present key financial metrics that update automatically with changes to model assumptions. It will also be able to run scenarios with varying assumptions, allowing us to determine the sensitivity of the results to changing inputs and assumptions.
- CalMuni will facilitate a virtual workshop to demonstrate progress to date on the financial model and solicit feedback from District staff and bond counsel. Following the workshop, CalMuni will incorporate staff feedback into the model to optimize functionality and usefulness.
- Develop a comprehensive debt management strategy that outlines options for debt issuance, refinancing, and structuring to optimize the District's long-term financial health, and work with bond counsel to integrate into the LTFP.
- Provide guidance on potential revenue enhancement opportunities, including a review of potential tax adjustments, fee structures, and grants, with a focus on improving the District's financial sustainability.
- Identify and mitigate potential financial risks to the District, including factors such as economic downturns, changes in legislation, or unforeseen events that may impact the District's financial stability.
- Collaborate with District staff and bond counsel to that all financial policies align with best practices and support the District's long-term financial goals contained within the LTFP, including reserves, fund balance targets, and debt management.

- Provide ongoing support and consultation as needed throughout the LTFP process, including addressing any ad-hoc financial analysis requests, clarification of assumptions, and updates to the financial model as circumstances change.
- Collaborate with the District to prepare presentations and reports for Board of Directors meetings and other relevant public forums to communicate the progress and findings of the LTFP process to key stakeholders.
- Facilitate regular progress review meetings with District staff and bond counsel to ensure that project milestones are met, and objectives remain aligned with the District's evolving financial landscape.
- Conduct a final presentation and review session to present the completed Long-Term Financial Plan, financial model, and associated recommendations to District leadership, highlighting key findings, strategies, and action items for consideration and implementation.

A-II. General Financial Consulting Assistance.

CalMuni will provide, at the express written request of the District (which can be by simple email direction), assistance to the District with development of strategic financial plans, funding capacity scenarios (evaluating the capital needs of the District and the revenue available to finance those needs), financial modeling/quantitative analysis, public-private partnership evaluations and other similar engagements. This shall include, upon the request of the District, collecting data from District and external sources, developing financial models and presentation materials as required to educate internal and external stakeholders of the District. These services may also include general advisory, financial policy assistance, strategic and analytical services, obtaining and analyzing proposals from third-party financial providers, facilitating strategic meetings with long-term financial implications, and other financial advisory services as may be needed at the direction of the District.

EXHIBIT B
COMPENSATION FOR SERVICES

B-I. Long-Term Financial Plan Services.

For the Services described in Section A-I (Long-Term Financial Plan Services) of Exhibit A, CalMuni will be compensated on an hourly basis of \$310 with a total not to exceed the total shown below unless expressly agreed by the District, plus reasonably incurred out-of-pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses.

Task	Description	Hours [1]	Amount @ \$310/hr [1]
1	LTFP Meetings/Workshops	10	\$3,100
2	LTFP Financial Modeling	50	\$15,500
3	LTFP report preparation and presentations	<u>20</u>	<u>\$6,200</u>
TOTAL		80	\$24,800

[1] Time and cost are estimates and will vary. Billings will be done on a T&M basis for actual amount of time required, not to exceed the total amount shown.

B-II. General Financial Consulting Assistance.

For the Services described in Section A-II (General Financial Consulting Assistance) of Exhibit A, CalMuni will be compensated on an hourly basis of \$310, plus reasonably incurred out of pocket expenses, including travel, conference calls, printing, data services, and other reimbursable expenses. The invoice for these services will be submitted no more frequently than monthly. Hourly fees are subject to an annual inflationary adjustment to not exceed 3% in a year with written approval of the District.

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION CALIFORNIA MUNICIPAL ADVISORS LLC

I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

Policies and Procedures. CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

Supervisory Structure. CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

1. any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
2. any payment made to obtain or retain a municipal advisory engagement with a client;
3. any fee-splitting arrangement with any provider of an investment or services to a client;

4. any conflict that may arise from the type of compensation arrangement we may have with a client; and
5. any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial

incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

CalMuni has never been subject to any legal, disciplinary or regulatory actions. As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

III. Specific Conflicts of Interest Disclosures – Client

The principal of Weist Law LLP ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. We do not believe that this dual representation creates a conflict because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity. If you believe this creates a conflict, please do not sign this Agreement.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Additional Disclosures – MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client

Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

1. CalMuni is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
2. Within the MSRB website at www.msrb.org, our clients may obtain the Municipal Advisory Client Brochure (the “Brochure”) that is posted on the MSRB website. The Brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Eric Loudenslager, Board President
Subject: Arcata General Plan and Gateway Area Plan Draft Environmental Impact Report

DISCUSSION:

At the February Board meeting, staff presented a public correspondence from Fred Weis regarding the Arcata Gateway and General Plan Environmental Impact Report. President Loudenslager requested the topic be placed on the April agenda for further discussion regarding the Board’s response to the matter.

Attached is a response letter written by President Loudenslager for review and approval by the Board.

RECOMMENDATION:

It is recommended the Board consider the information provided, discuss, take public comment, and authorize President Loudenslager sign on behalf of the Board.

FINANCIAL IMPACT:

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

ALTERNATIVES:

1. Board discretion

ATTACHMENTS:

- Attachment 1 – Draft Board Letter to the City of Arcata



April 9, 2024

Arcata City Council
736 F Street
Arcata CA 95521

Dear City Council,

We, the Board of Directors for the Arcata Fire Protection District (AFPD), are writing to emphasize the critical importance of incorporating adequate fire protection measures into the final drafting of Arcata's 2045 General Plan, particularly concerning zoning and form code permitting for residential and mixed-use buildings taller than 40ft in designated opportunity zones such as the Gate Way Area Plan.

Our recommendation is rooted in the fundamental need to ensure the safety of building occupants and the capacity of our fire suppression staff to effectively respond to emergencies. Specifically, we propose that the permitting of such buildings be conditioned upon the establishment of sufficient fire protection features, systems, and emergency service capacity as outlined in existing fire codes. These include but are not limited to considerations such as fire department access, roadway width and height, water supply for fire suppression, automatic fire sprinkler systems, and emphasis on occupant egress, especially given our current staffing limitations.

We have previously communicated our concerns to the City in various forums, including letters, presentations, and meetings with key stakeholders. It is our shared responsibility to ensure that AFPD and our mutual aid partners are adequately equipped and trained to respond to fires and emergencies in buildings as anticipated in the General Plan.

To address these concerns, the City, the District, and Cal Poly Humboldt are collaborating on a Standards of Coverage analysis conducted by an independent contractor. This analysis aims to provide guidance on expanded staffing, facilities, equipment, and training requirements, along with associated costs. We anticipate this analysis to be completed by late 2024, at which point we can work towards achieving consensus on the necessary measures to fulfill the City's obligations to its residents.

However, until funding is established, and district expansion is underway, we believe it would be imprudent to approve building permits and begin occupancy in the envisioned residential buildings. The AFPD Board anticipates substantial increases in staffing, new or expanded stations, equipment, and training facilities to adequately meet the needs of our growing community.

We urge the City Council to consider our recommendation seriously and work collaboratively towards implementing necessary fire protection measures in the final drafting of the 2045 General Plan.

Sincerely,

Eric Loudenslager
Board President
Arcata Fire District

Correspondence & Communications



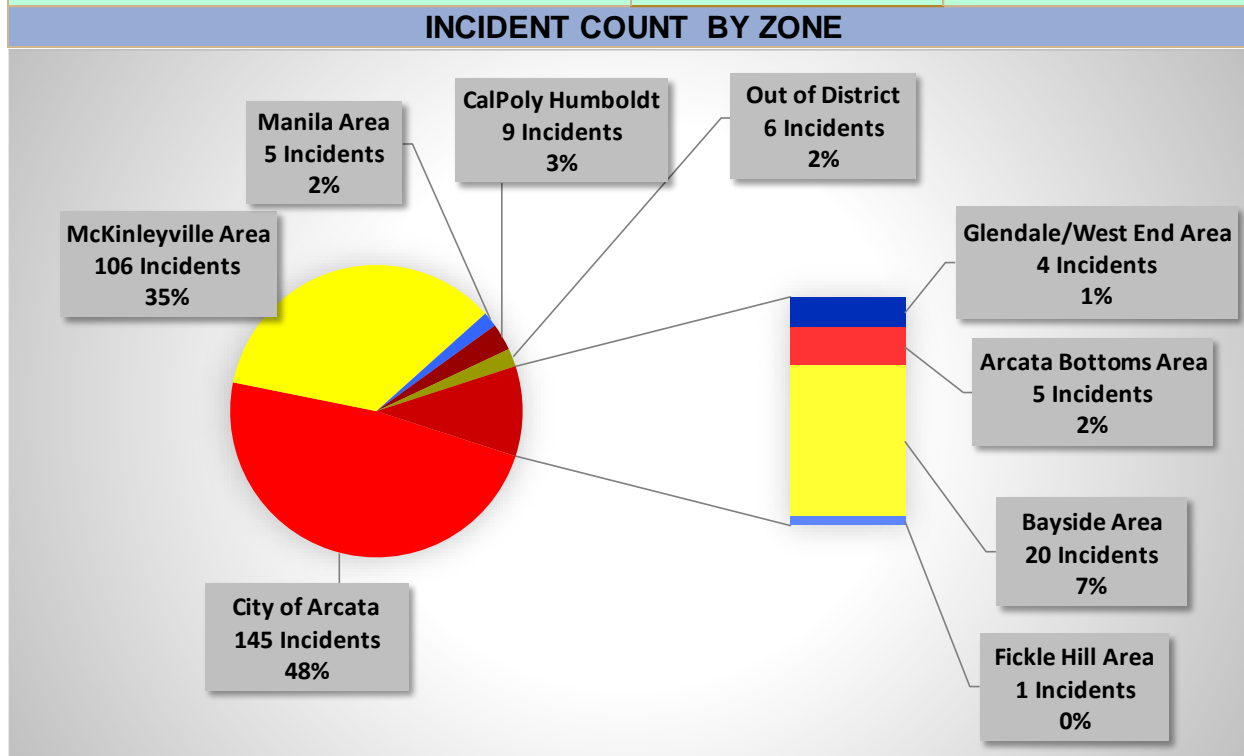
Date: April 9, 2024
To: Board of Directors, Arcata Fire District
From: Justin McDonald, Fire Chief
Subject: Fire Chief's Monthly Report

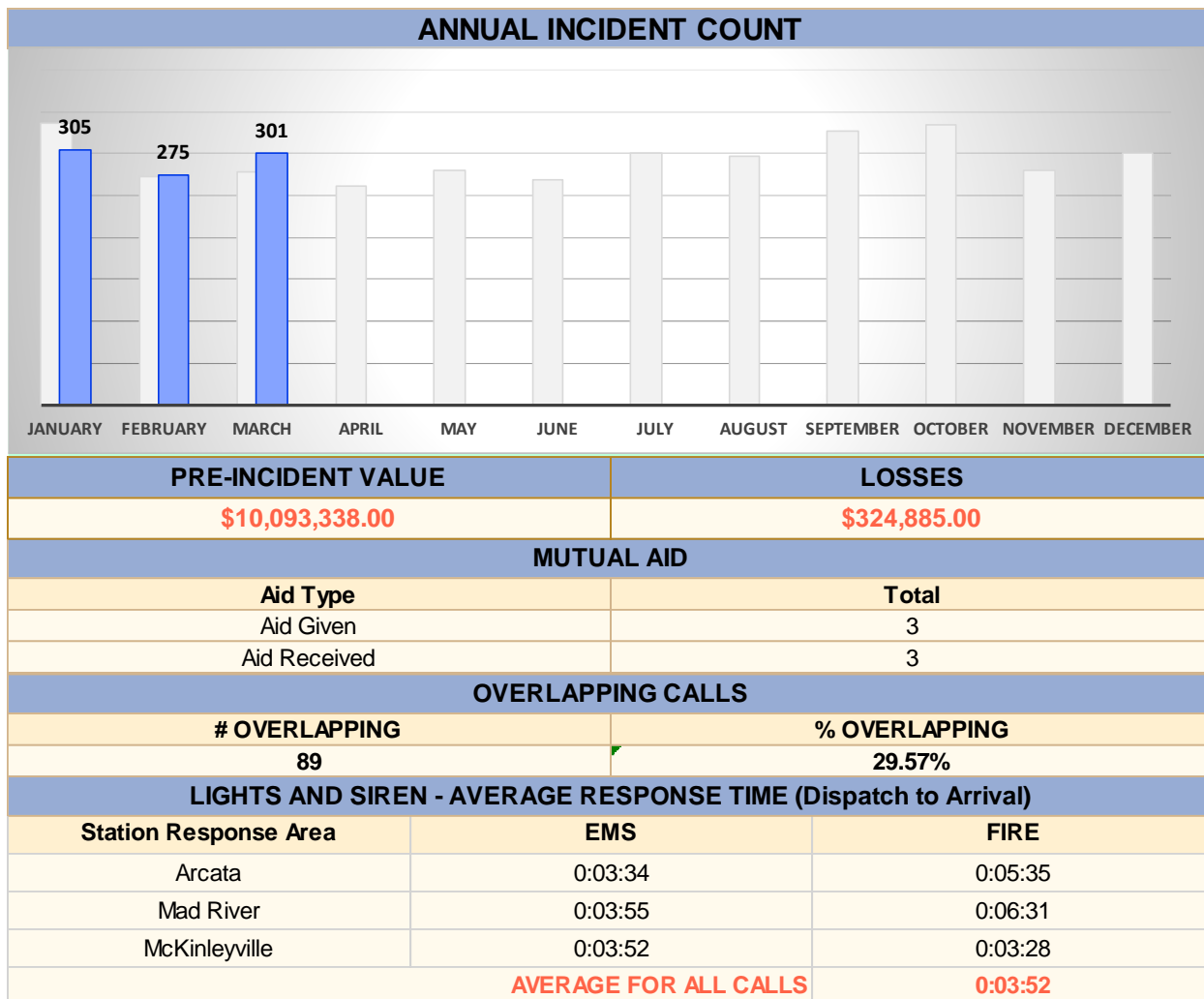
Monthly Incident Activity

March Notable Incidents

03/06/2024 1000 Blk Murray Road McKinleyville; Structure Fire in abandoned building, Total Loss

MONTHLY INCIDENT COUNT		
Fires	9	2.99%
Overpressure rupture, explosion, overhear - no fire	0	0.00%
Rescue & Emergency Medical Service	170	56.48%
Hazardous Condition (No Fire)	6	1.99%
Service Call	45	14.95%
Good Intent Call	44	14.62%
False Alarm & False Call	27	8.97%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	0	0.00%
TOTAL	301	100.00%





Monthly Administrative Report

Station Signs – Design was returned from Sharp Auto Graphic and they will be making the decal. Cpt Johnson will be constructing the signboard for the decal at MR and Arcata.

Annexation – LAFCo conducted their hearing and approved the annexation, however since there was some protest that were submitted the process will now involve a protest hearing. This hearing will be scheduled for May 2

Engine Purchase Update – The payment has been made to Golden State Fire Apparatus as per the contract. Weist Law and Cal Muni Advisors are still in the process of closing the RFP for the loan. We anticipate that the process will be completed by mid-month.

2023 Annual Awards - The District held its annual awards and badge pinning on April 3rd.

Sworn in as newly hired or promoted were

- Ross McDonald - Assistant Chief,
- Nathan Baxley – Captain,
- Neal Butler – Engineer,

- Michelle Donahue – Volunteer Logistics Member,
- Alyssa Alvarez – Prevention Specialist

Years of Service awards were presented to

- Engineer Russell Kadle – 5 years,
- Fire Marshal Ed Laidlaw – 5 years,
- Captain Alex Manousos – 20 years

Service Ribbons were awarded to

- Engineer Arly Allen – AFD Company Officer Program,
- Captain Nate Baxley – State Fire Training FF1&2&CO, AFD CO, AO, EMT,
- Engineer Neil Butler State Fire Training FF1&2&CO, AO, EMT,
- Engineer Ryan Dixon – Medic Certification,
- VLU Val Hanson – Cumulative 250 Hours of volunteer service,
- Engineer Russell Kadle – AFD Company Officer Program,
- Engineer Wes Row – AFD Company Officer Program

Activity Awards -

Volunteer Responder Top 15%

1. Dave White
2. Rob Cannon

Career Hours Worked (top 15%)

1. Tony Freeman – 3017 hours / 125.5 shifts
2. JaShawn Fields – 2771 hours / 115.5 shifts
3. John Evenson – 2760 hours / 115 shifts

Career Incident Response (top 15%)

1. Tony Freeman
2. Wes Row
3. Russell Kadle

2023 Rookie of the Year – Engineer Arly Allen

2023 Volunteer of the Year – Volunteer Logistics Captain Tom Dewey

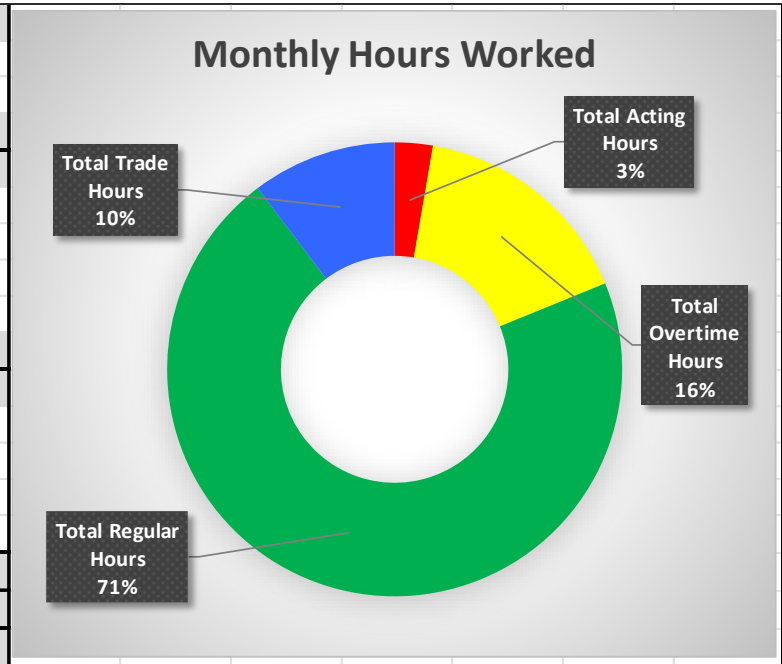
2023 Employee of the Year – Engineer Russell Kadle

2023 Officer of the Year – Captain Tony Freeman

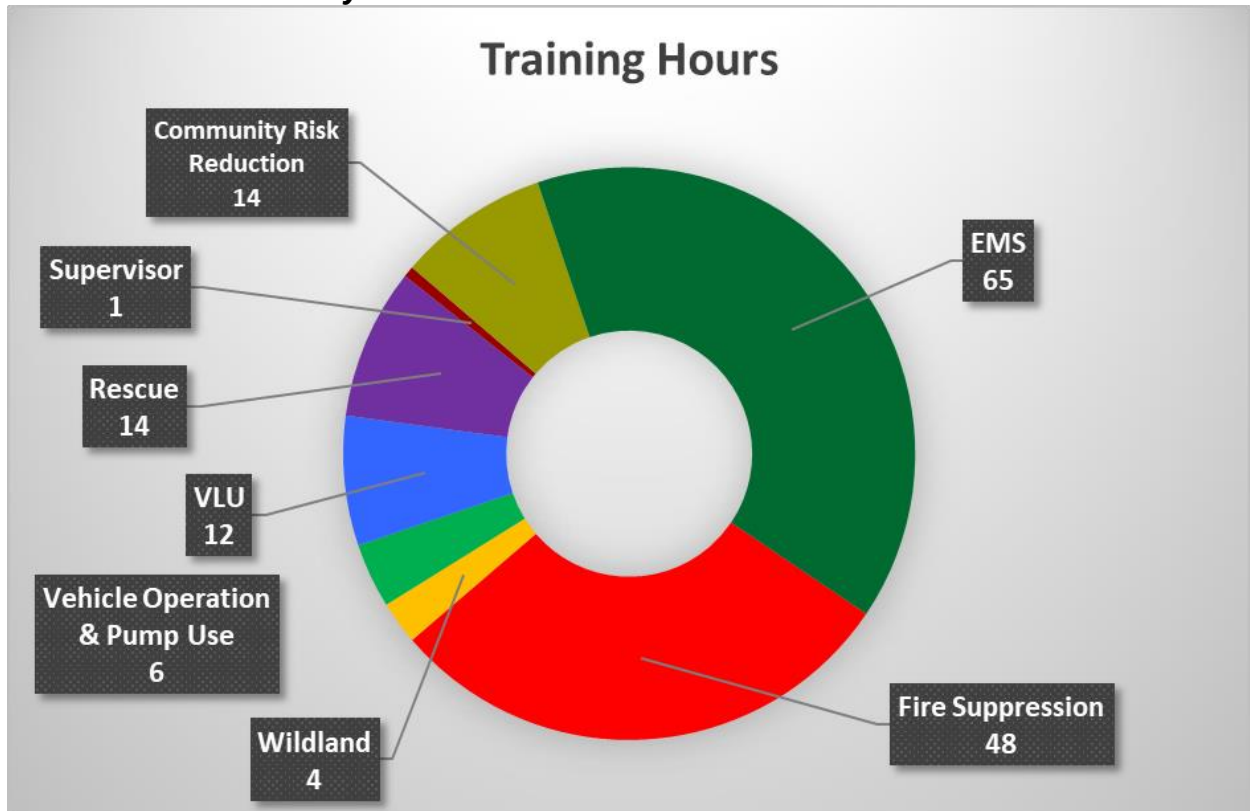
Monthly Operations Report

Suppression Staff Hours

Acting	
Company Officer	120
Duty Officer	0
Total Acting Hours	120
Assistance By Hire	
Straight Time	0
Overtime	0
Acting Company Officer	0
Acting Company Officer OT	0
Total Assistance By Hire Hours	0
Overtime	
Scheduled	710
Acting Company Officer	0
Acting Duty Officer	0
Miscellaneous	4.67
Total Overtime Hours	714.67
Total Regular Hours	3144
Total Trade Hours	456



Training Highlights 164 Hours for February



Apparatus and Station Maintenance and Repair Report

<u>Unit</u>	<u>ID#</u>	<u>Status</u>
E8217	113	In Service @ Arcata
E8218	108	In Service @ Mad River
E8219	116	In Service @ McKinleyville
E8211	112	In Reserve @ McKinleyville
E8239	117	In Service @ Mad River
WT8258	106	In Service @ Arcata
A8241	115	In Service @ McK
L8291	114	In Service @ Mad River
U8295	211	In Service @ Arcata
U8200	215	In Service as C8200
U8201	214	In Service as C8201
U8205	210	In Service as C8202
U8206	213	In Service as Fire Marshal
U8208	212	In Service as Prevention Specialist/PIO
U8209	206	In Service @ Arcata

McKinleyville Station – Nothing to report

Mad River Station – Nothing to report

Arcata Station – Nothing to report

Bayside Property – Nothing to report

Revenue Recovery

	Last Month		All Year	
Insurance Claims				
Claims Submitted	2	\$696.00	12	\$3,996
Payments Received by FRUSA	1	\$307.20	4	\$1203.20
Claims Denied	0	\$0.00	0	\$0
In Progress	1	-	10	-

Inspection Fees Paid

Payments last month

\$7,395.13

(47) Invoices

Payments this year

\$19,492.43

(112) Invoices

Payments last year

\$42,446.68

(243) Invoices

Billing Status	Count	FD Amount
Open -30	9	\$1320.30
Open -60	6	\$634.64
Open -90	1	\$80.40
Open 90+		
Sent to collections	30	\$4096.40
		\$6131.74



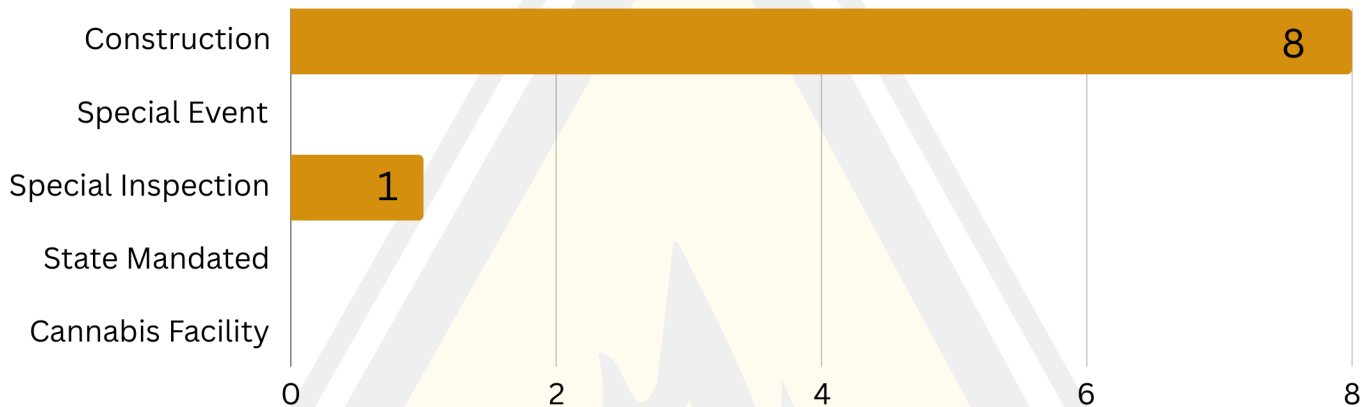
PREVENTION

March 2024

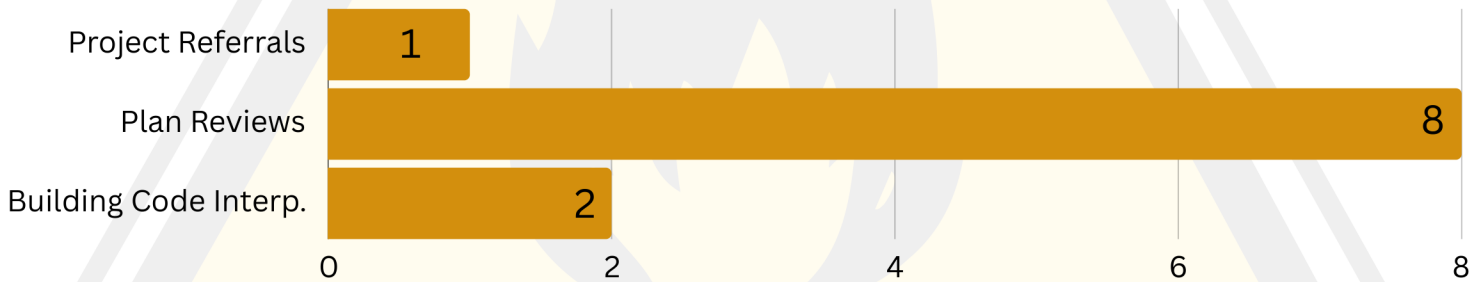
FM = Fire Marshal (80 hours worked)

FI = Fire Inspector

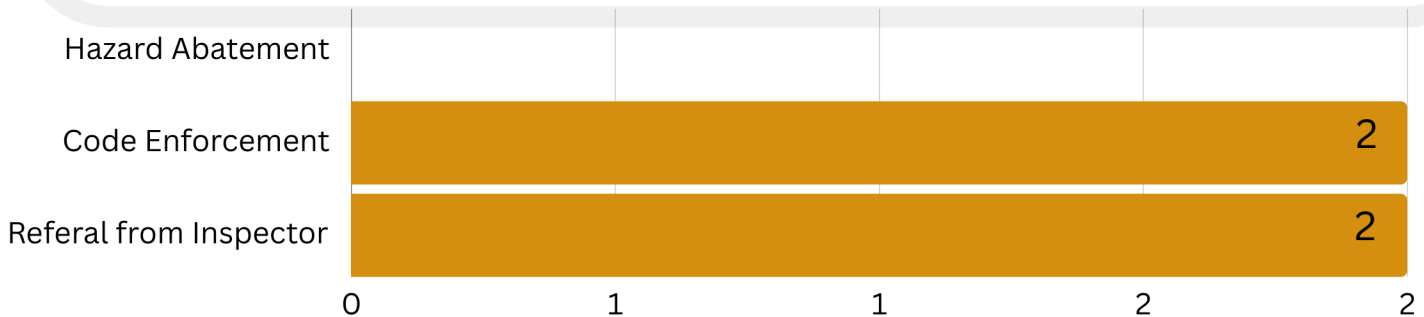
FM: INSPECTIONS



FM: BUILDING PROJECTS



FM: ENFORCEMENT





PREVENTION

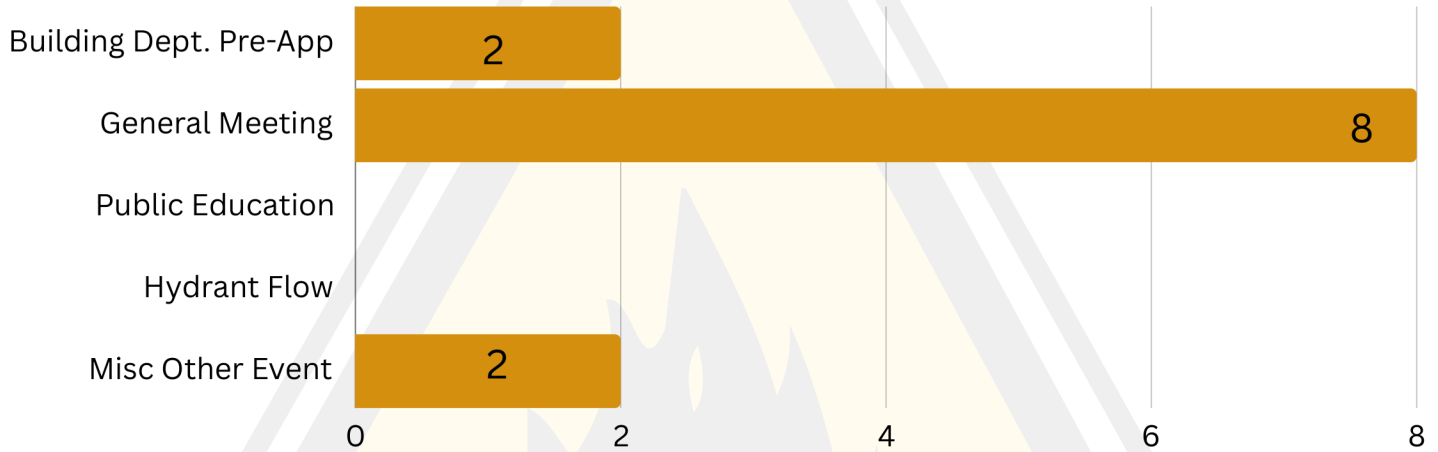
February 2024

FM = Fire Marshal

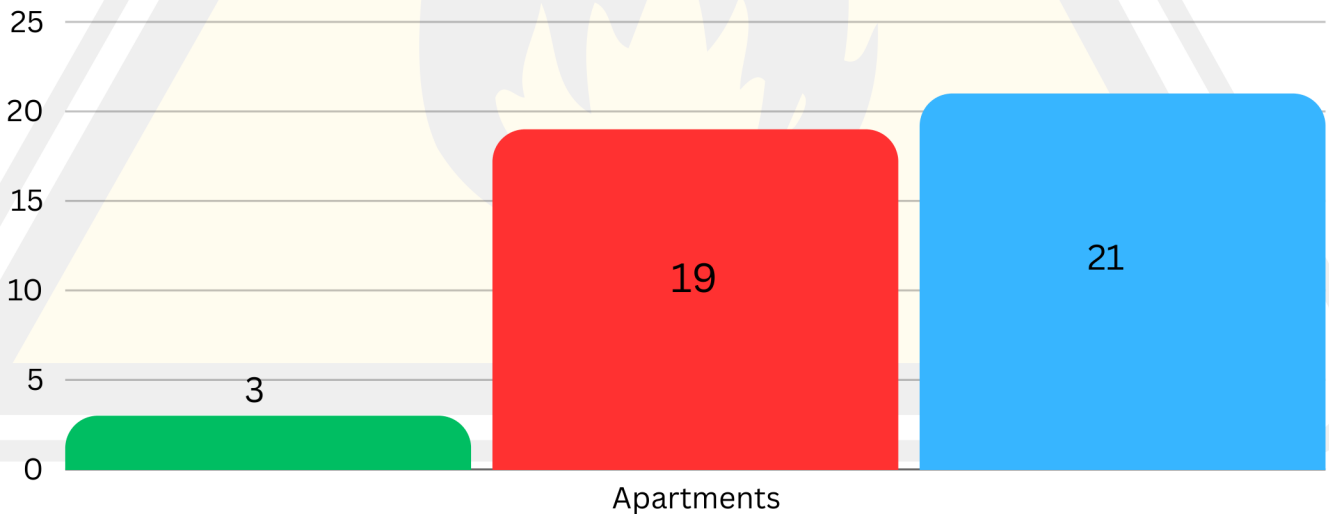
FI = Fire Inspector

FPS = Fire Prevention Specialist

FM: OTHER



FI: INSPECTIONS



Key:

Green: Pass Initial Inspection

Blue: Pass 1st Re-insp.

Red: Fail Initial Inspection

Purple: Fail 1st Re-insp.



PREVENTION

March 2024

PUBLIC INFORMATION OFFICER'S REPORT



Facebook followers ⓘ

4,615

Since Feb.
2024



Social Media Follower Growth



Instagram followers ⓘ

1,615

Since Feb.
2024



FB Posts in March

With the Most Engagement:

- Car upside down / window breaker PSA (18.9k accounts reached)
- Alert of annexation proposal ((1.9k accounts reached)
- Murray Road Fire (1.9k accounts reached)

IG Posts in March

With the Most Engagement:

- Car upside down / window breaker PSA (393 accounts reached)
- Alert of annexation proposal (1.9k accounts reached)