



# ARCATA FIRE DISTRICT

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## Side Letter of Agreement

By and Between

**The Arcata Fire Protection District**

and

**The Arcata Fire District Senior Management Group**

The Arcata Fire Protection District (“District”) and The Arcata Fire District Senior Management Group (“Group”) have met and conferred in good faith regarding the matters addressed in this Side Letter of Agreement (“Agreement”). The District and the Group agree to amend their Memorandum of Understanding (“MOU”) for the term of December 26, 2021 through December 31, 2024, to add a new Article 24 as described in this Agreement. Article 24 will read as follows:

### **“POST-DISCIPLINE APPEAL PROCECURE**

Non-probationary members have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, and termination from employment.

(a) To exercise the right to appeal, a member must make a written request for appeal within fifteen calendar days after service of the Notice of Discipline. A member who fails to make a timely request will be deemed to have waived their right to appeal. The written request must be delivered to the fire chief or chief’s designee. Upon timely receipt, the written request entitles the member to a hearing on the merits.

(b) An administrative law judge from the Office of Administrative Hearings (OAH) will hear appeals. The District will notify the OAH of a need for a hearing. The hearing should be held at the earliest convenient date(s), considering availability of the administrative law judge, parties, counsel, and witnesses. The District will set the hearing date and parties will be notified of the time and place of the hearing at least ten calendar days prior thereto.

(c) The member will be entitled to appear personally at the hearing, produce evidence, and may be represented by counsel at the member's expense. The member may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against the member. Members will be entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(d) The hearing will be reported by a stenographic reporter. But upon consent of all the parties, the hearing may be reported electronically in lieu of a reporter.

(e) Parties may present oral closing arguments or prepare written briefs. The administrative law judge hearing the case will prepare a proposed decision within 30 calendar days after the conclusion of the hearing or receipt of the briefs, whichever occurs later. The proposed decision will be presented to the District's Board of Directors. The proposed decision will be in such form that it may be adopted by the District's Board of Directors as the decision in the case.

(f) The District's Board of Directors may (1) adopt the proposed decision in its entirety, (2) reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision, (3) make minor clarifying changes in the proposed decision and adopt it as a decision, (4) reject the proposed decision and refer the case to the same or another administrative law judge to take additional evidence, or (5) reject the proposed decision and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence.

(g) The District's Board of Directors decision will be written and final. It will be delivered to the member, delivered via email with receipt confirmed, or personally or sent to him or her by registered mail within 30 days of the decision."

This Agreement describes all of the changes agreed-to by the Parties for the MOU commencing December 26, 2021. The balance of the MOU remains unchanged and in effect.

For the Group

  
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Ross McDonald, Assistant Chief

Date: 3/11/2025

For the District

  
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Jason Akana, Board President

Date: 3/11/2025