



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

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## Minutes

Mi-Wuk Sugar Pine Fire Protection District

Board of Directors

Regular Meeting, 7:00 PM, Tuesday, February 11, 2020

Mi-Wuk Sugar Pine Fire Protection District

24247 Highway 108, Mi Wuk Village, California

1. Call to Order – 7:00 PM
2. Pledge of Allegiance
3. Roll Call
  - a. President McDonald - Present
  - b. Vice President Afshar - Present
  - c. Treasurer Massman – Present
  - d. Director Doss – Present
  - e. Director Blake - Present
  - f. Also Present:
    - i. Chief McClintock - Present
    - ii. Office Manager Dahlin - Present
    - iii. Guests: \_\_\_\_\_
4. Oral Communications: This is the time for the public to address the Board of Directors on any matter not on the agenda, but within the jurisdiction of the Board of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board of Directors. A long-time Mi Wuk resident addressed the board about the recent practice by the insurance industry of cancelling the homeowners' policies of customers in good standing and the need to hold the insurance companies accountable. A written document provided by him is in the meeting record.
5. Approval of the Minutes of the January 14, 2020 Regular Meeting.  
Moved to Approve: Director Doss    Seconded: Vice President Afshar  
Ayes:   5   Noes:   0   Absent:   0   Abstain:   0
6. Written Communications - Chief McClintock read and went over the following:
  - a. Letter from CSDA Re: Newly updated CSDA Special District Board Member Handbook and Special District Leadership Academy brochure.
  - b. Letter from CSDA Re: Board of Directors Call For Nominations Seat C
  - c. Letter from FAIRA Re: 2020 / 2021 Insurance Renewal
7. Reports:
  - a. Auxiliary Report: Sherry Blake, MWSPFPD Auxiliary President, read and elaborated on the written report that is in the meeting record.
  - b. USFS Report; No Report

- c. CAL FIRE Report: Andrew Murphy, Asst. Chief TCU/CALFIRE, reported on the following: a new grant received by CAL FIRE for a fire-resistant demonstration garden at Striker Ct., Fire Wise Communities, wild fire awareness / early escaped debris fires, he also asked for and responded to questions from the Board about County tax measures on the upcoming ballot.
- d. Chief's Report: Steve McClintock, Fire Chief, read and elaborated on the written report that is in the meeting record. Included in his report was the announcement of his resignation and he read aloud his resignation letter. President McDonald requested that a Special Meeting be held to accept his resignation and possibly appoint Battalion Chief Klyn as Interim Chief to take over when he leaves and until a decision is made on how to permanently fill the Chief's position.
- e. District Policies & Procedures Committee: Director Doss reported that the committee met. He read aloud two new policies they completed, numbers 3-2020 and 4-2020, on Anti-Harassment Training. They are working on one other new policy. All three are to comply with State legislation.
- f. Treasurers Report on Budget Committee and Financial Reports; Treasurer Massman reported that the committee met and discussed the impact of the Chiefs' resignation. He reviewed the status of the budget in the following reports and discussed the impact of the strike team deployments and the three equipment contracts.

Financial Reports for Month Ending December 31, 2019:

- i. Tuolumne County Trial Balance
- ii. Tuolumne County Budget Status
- iii. Month End Cash on Hand History

Moved to Receive: Vice President Afshar Seconded: Director Doss

Ayes:   5   Noes:   0   Absent:   0   Abstain:   0  

8. Discussion and Action Items:

- a. Disposal of surplus property pursuant to District Policy 2.16.190. 1989 Ford F350 VIN #ending 5336; Chief McClintock informed the board that he would like to sell it, according to policy, as it is not needed.
- b. Donation of a 'Facilities' trailer from Jim Krussow, valued at \$250.00; Chief McClintock informed the board that he has accepted the equipment, a 'port-a-potty on wheels' which can be used during various trainings.

9. Director's Comments and Requests: Directors may report about various matters involving the District or may request matters be included on subsequent meeting agenda(s) for discussion and/or action. Discussion will be limited to that necessary to clarify an issue or request. No action will be taken. Director Doss asked that an electronic sign for the marquis be placed on the next agenda. The Directors spoke about the positive changes that have taken place since Chief McClintock has been here and thanked him for all he has done for the District.

10. Final audience comments: There were none.

11. Adjournment: - 8:25 PM

Approved by the District Board of Directors in the meeting assembled March 10, 2020.

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President McDonald



# MI-WUK/SUGAR PINE FIRE PROTECTION DISTRICT

*"Providing Quality Emergency Response And Fire Protection For The Public"*

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## Minutes

Mi-Wuk Sugar Pine Fire Protection District  
Special Meeting, 4:30 PM, Thursday, February 13, 2020  
Mi-Wuk Sugar Pine Fire Protection District  
24247 Highway 108, Mi Wuk Village, California

1. Call to Order – 4:30 PM
2. Pledge of Allegiance
3. Roll Call – Present – President McDonald, Vice President Afshar, Director Blake  
Others Present – Battalion Chief Klyn, Office Manager Dahlin  
Absent – Treasure Massman, Director Doss, Chief McClintock
4. Oral Communications: This is the time for the public to address the Board Of Directors on any matter not on the agenda, but within the jurisdiction of the Board Of Directors. Each person shall be permitted to speak for no more than 5 minutes; persons speaking on the behalf of an organization may speak for no more than 15 minutes. Those wishing to speak on a matter that is on the agenda may do so at the time the item is taken up by the Board Of Directors. There were none.
5. Letter of resignation from Steve McClintock, Fire Chief, dated February 11, 2020.  
Vice President Afshar moved to accept his resignation. President McDonald seconded.  
Ayes: 3 Noes: 0 Absent: 2 Abstain: 0
6. Request from Steve McClintock, Fire Chief, for the Board to waive his reimbursement to the District of \$2200.00 in moving expenses.  
Director Blake moved to forgive the repayment. Vice President Afshar seconded.  
Ayes: 3 Noes: 0 Absent: 2 Abstain: 0
7. CLOSED SESSION: PUBLIC EMPLOYEE APPOINTMENT (Gov. Code section 54957(b)(1).) Title: Interim Fire Chief
8. Return to Open Session
9. Report on Closed Session discussion. President McDonald reported that Battalion Chief Klyn has been appointed as Interim Fire Chief. The vote was unanimous.
10. Adjournment - 5:25 PM

Approved by the District Board of Directors in the meeting assembled March 10, 2020.

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President McDonald

## **Report of the Auxiliary President March 2020**

-A potluck was held on March 4, 2020 with a St. Patrick's Day theme

-Our monthly Auxiliary meeting will be held on March 11, 2020 here at the Firehouse.

-The Auxiliary is planning to have a Farewell Luncheon for Chief McClintock later in March at the Eproson House in Twain Harte. The date is still being finalized.

-We are progressing full steam ahead on our annual fundraisers for this spring with our Enchilada Sale, our Tea Tyme at the beginning of May, and our Rummage Sale on Memorial Day weekend!

- The spring Enchilada Take and Bake will take place on March 28, 2020, 12-3 pm. Pre-Sale tickets are now available through March 20.
- Our spring Tea Tyme, with a theme of "Novel-Tea" is in the planning stages for May 2, 2020.
- Our annual Rummage Sale is scheduled for Memorial Day weekend, May 22-23. We will accept donations for the Rummage Sale on Tuesday, May 19-Thursday, May 21, between 9 am and 4 pm. No electronics or large appliances. Remember your junk may be another's treasures!

-Carolyn Peters is hosting the dessert tonight.

*Sherry Blake*

Sherry Blake, Auxiliary President

## Selection Criteria:

Fiscal Year 2020 Period 7 (January)

Fund 9030

Mi-Wuk Fire District

<u>Account</u>	<u>Description</u>	<u>Beginning</u>	<u>Net Activity</u>	<u>Ending</u>
100100	Equity In Treasurers Pooled Ca	140,891.71	-53,571.44	87,320.27
100400	Petty Cash	500.00	0.00	500.00
120000	Land	73,132.00	0.00	73,132.00
122000	Buildings And Improvements	731,393.11	0.00	731,393.11
124000	Equipment	519,635.10	0.00	519,635.10
127000	Accum Depreciation-Bldgs & Imp	-285,632.00	0.00	-285,632.00
129100	Accum Depreciation-Equipment	-191,570.00	0.00	-191,570.00
	<b>Total Assets</b>	<b>988,349.92</b>	<b>-53,571.44</b>	<b>934,778.48</b>
201210	Notes Payable-Current	0.01	0.00	0.01
202100	Accounts Payable	0.00	0.00	0.00
202200	Sales Tax Payable	-301.49	301.49	0.00
203150	Payroll Clearing Account	0.00	0.00	0.00
203210	Salaries & Benefits Payable	-6,836.71	-3,645.11	-10,481.82
203215	Accrued Vacation	-6,590.00	0.00	-6,590.00
203225	Accrued Sick	-2,634.00	0.00	-2,634.00
203500	Federal Withholding Payable	-897.64	-541.83	-1,439.47
203600	FICA Payable	-1,349.92	-741.70	-2,091.62
203700	State Withholding Payable	-255.03	-186.74	-441.77
203935	Deferred Compensation Benefits	-87.50	-37.50	-125.00
203945	SDI Payable	-88.26	-48.45	-136.71
221005	Notes Payable-Long Term	-212,456.65	0.00	-212,456.65
	<b>Total Liabilities</b>	<b>-231,497.19</b>	<b>-4,899.84</b>	<b>-236,397.03</b>
262010	Agency Obligation	-34,761.50	0.00	-34,761.50
280600	Capital Assets, net	-831,958.21	0.00	-831,958.21
	<b>Total Fund Balance</b>	<b>-866,719.71</b>	<b>0.00</b>	<b>-866,719.71</b>
411110	Ppty Taxes -Current Secured	-98,960.68	0.00	-98,960.68
412110	Ppty Taxes - Current Unsecured	-3,912.70	0.00	-3,912.70
416110	Supplemental Property Taxes -	-469.96	0.00	-469.96
441110	Interest Income	-985.60	0.00	-985.60
458110	State - Homeowners' Property T	-944.45	0.00	-944.45
459119	State - Emergency Fire Fightin	-1,258.21	0.00	-1,258.21
469840	Other Govs- San Francisco	-613.00	0.00	-613.00
471211	Benefit Assessments-Fire Assmt	-150,540.87	0.00	-150,540.87
483110	Miscellaneous Income	0.00	-117.00	-117.00
483111	Misc Income - Reimbursements	-569.27	-520.80	-1,090.07
491110	Sale Of Fixed Assets	-10,000.00	0.00	-10,000.00
496000	Donations	-716.44	0.00	-716.44
496060	Donations- Auxiliary-Utilities	-1,744.39	-607.06	-2,351.45
496063	Donations- Auxiliary- Clothing	-4,711.49	0.00	-4,711.49
496065	Donations- Auxiliary- Misc	-6,208.55	-154.60	-6,363.15
	<b>Total Revenue</b>	<b>-281,635.61</b>	<b>-1,399.46</b>	<b>-283,035.07</b>
511110	Regular Salaries	200,949.04	22,524.99	223,474.03
511132	Recruitment Expense	599.00	0.00	599.00
511153	Part-Time/Reserve Salaries	32,994.57	5,174.17	38,168.74
511160	Overtime Salaries	29,369.03	3,417.73	32,786.76
512225	Life Insurance	162.00	2,425.00	2,587.00
512310	Workers Compensation Insurance	30,241.70	0.00	30,241.70
512320	Sheriff (4850) Salaries	303.06	0.00	303.06
512410	F.I.C.A.	20,133.35	2,380.45	22,513.80
512420	Unemployment Insurance	750.00	125.00	875.00
521210	Clothing & Personal Supplies	7,855.44	629.73	8,485.17
521310	Communications	2,221.09	294.16	2,515.25

## TRIAL BALANCE

BY FUND

## Selection Criteria:

Fiscal Year 2020 Period 7 (January)

Fund 9030

Mi-Wuk Fire District

Account	Description	Beginning	Net Activity	Ending
521425	Food - Other	326.36	0.00	326.36
521510	Household Expense	1,219.24	197.14	1,416.38
521610	Insurance	12,754.92	0.00	12,754.92
522110	Maintenance Equipment	1,290.14	543.28	1,833.42
522120	Maint Equip-Vehicles	8,568.81	5,264.97	13,833.78
522122	Maint- Vehicles- Internal	324.61	228.59	553.20
522177	Fire Extinguisher Testing	138.49	0.00	138.49
522510	Maintenance - Buildings & Imps	1,968.55	0.00	1,968.55
523210	Dues & Memberships	116.88	2,744.25	2,861.13
525110	Office Expense	618.68	40.01	658.69
525140	Office Expense - Photocopy	10.31	0.00	10.31
525150	Office Expense - Postage	135.19	63.74	198.93
526110	P S & S-Professional Services	6,886.65	0.00	6,886.65
526124	P S & S-Auditor-Controller	1,186.50	183.75	1,370.25
527110	Publications & Legal Notices	176.60	0.00	176.60
527210	Rents & Leases-Equipment	993.84	655.94	1,649.78
527410	Small Tools	280.11	0.00	280.11
528110	Special Departmental Expense	-936.06	1,597.92	661.86
529110	Transp. & Travel - Fuel	6,533.95	1,216.27	7,750.22
529120	Travel - Training And Seminars	495.00	425.00	920.00
529130	Trans. & Travel - Private Auto	244.44	0.00	244.44
529140	Travel	89.60	0.00	89.60
529210	Utilities	5,071.54	1,656.16	6,727.70
529910	Expendable Equipment	8,547.47	0.00	8,547.47
542200	Buildings & Improvements	800.00	0.00	800.00
543000	Vehicles	15,000.00	0.00	15,000.00
559000	Fixed Asset Contra Account	-15,000.00	0.00	-15,000.00
598410	Interest - Long-Term Debt	8,082.49	8,082.49	16,164.98
	<b>Total Expenditures</b>	<b>391,502.59</b>	<b>59,870.74</b>	<b>451,373.33</b>
822	Overtime Hours	976.55	111.20	1,087.75
850	Vacation Taken	165.80	18.20	184.00
852	Sick Leave	89.50	8.00	97.50
	<b>Total Non-Budgetary Expenditures</b>	<b>1,231.85</b>	<b>137.40</b>	<b>1,369.25</b>
		<b>1,231.85</b>	<b>137.40</b>	<b>1,369.25</b>

Report ID: TCGL0012R

PeopleSoft  
ORGANIZATION BUDGET STATUS

Page No. 1  
Run Date 02/28/2020  
Run Time 09:29:30

Fiscal Year: 2020 As of: 01-31-2020

Fund: 9030

Department: %

Beg. Account: 400000 to 999999

Program Code: %

Mi Wuk Fire

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Amount Received	Remaining Amount	Percent Remaining
9030	204500	0000	411110	Ppty Taxes -Current Secured	184,636.00	0.00	98,960.68	85,675.32	46.40
9030	204500	0000	412110	Ppty Taxes - Current Unsecured	4,566.00	0.00	3,912.70	653.30	14.31
9030	204500	0000	414110	Ppty Taxes - Prior Unsecured	92.00	0.00	0.00	92.00	100.00
9030	204500	0000	416110	Supplemental Property Taxes -	3,494.00	0.00	469.96	3,024.04	86.55
				Total Taxes	192,788.00	0.00	103,343.34	89,444.66	46.40
9030	204500	0000	441110	Interest Income	500.00	0.00	985.60	-485.60	-97.12
				Total Revenue From Use of Money And	500.00	0.00	985.60	-485.60	-97.12
9030	204500	0000	458110	State - Homeowners' Property T	2,060.00	0.00	944.45	1,115.55	54.15
				Total State Revenues	2,060.00	0.00	944.45	1,115.55	54.15
9030	204500	0000	469840	Other Govs- San Francisco	613.00	0.00	613.00	0.00	0.00
				Total Federal Revenues	613.00	0.00	613.00	0.00	0.00
9030	204500	0000	471211	Benefit Assessments-Fire Assmt	276,950.00	0.00	150,540.87	126,409.13	45.64
				Total Charges for Services	276,950.00	0.00	150,540.87	126,409.13	45.64
9030	204500	0000	483110	Miscellaneous Income	0.00	117.00	117.00	-117.00	0.00
9030	204500	0000	483111	Misc Income - Reimbursements	0.00	0.00	20.00	-20.00	0.00
				Total Miscellaneous Revenues	0.00	117.00	137.00	-137.00	0.00
9030	204500	0000	491110	Sale Of Fixed Assets	10,000.00	0.00	10,000.00	0.00	0.00
9030	204500	0000	496000	Donations	665.00	0.00	716.44	-51.44	-7.74
				Total Other Financing Sources	10,665.00	0.00	10,716.44	-51.44	-0.48
				Department Total	483,576.00	117.00	267,280.70	216,295.30	44.73

Report ID: TCGL0012R

PeopleSoft  
ORGANIZATION BUDGET STATUS

Page No. 2  
Run Date 02/28/2020  
Run Time 09:29:30

Fiscal Year: 2020 As of: 01-31-2020  
Fund: 9030  
Department: %  
Beg. Account: 400000 to 999999  
Program Code: %

MI Wuk- Special Projects

<u>Fund</u>	<u>Dept.</u>	<u>Program</u>	<u>Account</u>	<u>Description</u>	<u>Budgeted Amount</u>	<u>Current Period</u>	<u>Amount Received</u>	<u>Remaining Amount</u>	<u>Percent Remaining</u>
9030	204550	0000	459119	State - Emergency Fire Fightin	0.00	0.00	1,258.21	-1,258.21	0.00
				Total State Revenues	0.00	0.00	1,258.21	-1,258.21	0.00
9030	204550	0000	469207	Fed- VFA Grant	2,908.00	0.00	0.00	2,908.00	100.00
				Total Federal Revenues	2,908.00	0.00	0.00	2,908.00	100.00
9030	204550	0000	483111	Misc Income - Reimbursements	4,710.00	520.80	1,070.07	3,639.93	77.28
				Total Miscellaneous Revenues	4,710.00	520.80	1,070.07	3,639.93	77.28
9030	204550	0000	496000	Donations	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	496060	Donations- Auxiliary-Utilities	4,560.00	607.06	2,351.45	2,208.55	48.43
9030	204550	0000	496063	Donations- Auxiliary- Clothing	2,908.00	0.00	4,711.49	-1,803.49	-62.02
9030	204550	0000	496065	Donations- Auxiliary- Misc	19,257.00	154.60	6,363.15	12,893.85	66.96
				Total Other Financing Sources	26,725.00	761.66	13,426.09	13,298.91	49.76
				Department Total	34,343.00	1,282.46	15,754.37	18,588.63	54.13
				Fund Total	517,919.00	1,399.46	283,035.07	234,883.93	45.35

End of Report



Report ID: TCGL0012

PeopleSoft  
ORGANIZATION BUDGET STATUS

Page No. 1  
Run Date 02/28/2020  
Run Time 09:29:30

Fiscal Year: 2020 As of: 01-31-2020  
Fund: 9030  
Department: %  
Beg. Account: 400000 to 999999  
Program Code: %

## Mi Wuk Fire

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204500	0000	511110	Regular Salaries	255,308.00	22,524.99	0.00	143,324.03	111,983.97	43.86
9030	204500	0000	511132	Recruitment Expense	1,088.00	0.00	0.00	599.00	489.00	44.94
9030	204500	0000	511153	Part-Time/Reserve Salaries	57,908.00	5,174.17	0.00	38,168.74	19,739.26	34.09
9030	204500	0000	511160	Overtime Salaries	37,490.00	3,417.73	0.00	32,786.76	4,703.24	12.55
9030	204500	0000	512215	Employee Physicals	161.00	0.00	0.00	0.00	161.00	100.00
9030	204500	0000	512225	Life Insurance	2,722.00	2,425.00	0.00	2,587.00	135.00	4.96
9030	204500	0000	512310	Workers Compensation Insurance	22,728.00	0.00	0.00	21,840.41	887.59	3.91
9030	204500	0000	512320	Sheriff (4850) Salaries	0.00	0.00	0.00	303.06	-303.06	0.00
9030	204500	0000	512410	F.I.C.A.	27,984.00	2,380.45	0.00	16,382.32	11,601.68	41.46
9030	204500	0000	512420	Unemployment Insurance	1,500.00	125.00	0.00	875.00	625.00	41.67
				<b>Total Salaries and Employee Benefits</b>	<b>406,889.00</b>	<b>36,047.34</b>	<b>0.00</b>	<b>256,866.32</b>	<b>150,022.68</b>	<b>36.87</b>
9030	204500	0000	521210	Clothing & Personal Supplies	1,000.00	629.73	0.00	893.34	106.66	10.67
9030	204500	0000	521310	Communications	4,987.00	294.16	0.00	2,415.25	2,571.75	51.57
9030	204500	0000	521425	Food - Other	200.00	0.00	0.00	82.58	117.42	58.71
9030	204500	0000	521510	Household Expense	400.00	65.48	0.00	388.26	11.74	2.94
9030	204500	0000	521610	Insurance	12,755.00	0.00	0.00	12,754.92	0.08	0.00
9030	204500	0000	522110	Maintenance Equipment	4,289.00	543.28	0.00	1,815.25	2,473.75	57.68
9030	204500	0000	522120	Maint Equip-Vehicles	12,000.00	37.52	0.00	8,543.84	3,456.16	28.80
9030	204500	0000	522122	Maint- Vehicles- Internal	3,500.00	228.59	0.00	553.20	2,946.80	84.19
9030	204500	0000	522177	Fire Extinguisher Testing	340.00	0.00	0.00	138.49	201.51	59.27
9030	204500	0000	522510	Maintenance - Buildings & Imps	1,546.00	0.00	0.00	1,718.55	-172.55	-11.16
9030	204500	0000	522512	Maintenance - Grounds	50.00	0.00	0.00	0.00	50.00	100.00
9030	204500	0000	523210	Dues & Memberships	2,941.00	2,744.25	0.00	2,861.13	79.87	2.72
9030	204500	0000	525110	Office Expense	550.00	40.01	0.00	583.29	-33.29	-6.05
9030	204500	0000	525140	Office Expense - Photocopy	50.00	0.00	0.00	10.31	39.69	79.38
9030	204500	0000	525150	Office Expense - Postage	350.00	63.74	0.00	198.93	151.07	43.16
9030	204500	0000	526106	P S & S - Tax Admin Fee	5,528.00	0.00	0.00	0.00	5,528.00	100.00
9030	204500	0000	526107	P S & S -Tax Parcel Fee	4,201.00	0.00	0.00	0.00	4,201.00	100.00
9030	204500	0000	526110	P S & S-Professional Services	9,842.00	0.00	0.00	6,886.65	2,955.35	30.03
9030	204500	0000	526124	P S & S-Auditor-Controller	2,274.00	183.75	0.00	1,370.25	903.75	39.74
9030	204500	0000	527110	Publications & Legal Notices	250.00	0.00	0.00	176.60	73.40	29.36
9030	204500	0000	527210	Rents & Leases-Equipment	2,826.00	655.94	0.00	1,649.78	1,176.22	41.62
9030	204500	0000	527310	Rents & Leases - Bldgs & Impro	135.00	0.00	0.00	0.00	135.00	100.00
9030	204500	0000	527410	Small Tools	100.00	0.00	0.00	280.11	-180.11	-180.11
9030	204500	0000	528110	Special Departmental Expense	644.00	0.00	0.00	661.86	-17.86	-2.77
9030	204500	0000	528184	SDE-Awards & Certificates	0.00	0.00	0.00	0.00	0.00	0.00
9030	204500	0000	529110	Transp. & Travel - Fuel	10,000.00	872.53	0.00	5,561.75	4,438.25	44.38
9030	204500	0000	529120	Travel - Training And Seminars	2,000.00	425.00	0.00	920.00	1,080.00	54.00
9030	204500	0000	529130	Trans. & Travel - Private Auto	450.00	0.00	0.00	244.44	205.56	45.68
9030	204500	0000	529140	Travel	100.00	0.00	0.00	89.60	10.40	10.40
9030	204500	0000	529210	Utilities	8,217.00	1,003.13	0.00	4,272.70	3,944.30	48.00

Report ID: TCGL0012

PeopleSoft  
ORGANIZATION BUDGET STATUS

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Run Date 02/28/2020  
Run Time 09:29:30

Fiscal Year: 2020 As of: 01-31-2020  
Fund: 9030  
Department: %  
Beg. Account: 400000 to 999999  
Program Code: %

Mi Wuk Fire

<u>Fund</u>	<u>Dept.</u>	<u>Program</u>	<u>Account</u>	<u>Description</u>	<u>Budgeted Amount</u>	<u>Current Period</u>	<u>Encumbered Amount</u>	<u>Expended Amount</u>	<u>Remaining Amount</u>	<u>Percent Remaining</u>
9030	204500	0000	529910	Expendable Equipment	3,192.00	0.00	0.00	4,076.40	-884.40	-27.71
				<b>Total Services and Supplies</b>	<b>94,717.00</b>	<b>7,787.11</b>	<b>0.00</b>	<b>59,147.48</b>	<b>35,569.52</b>	<b>37.55</b>
9030	204500	0000	542200	Buildings & Improvements	0.00	0.00	0.00	800.00	-800.00	0.00
9030	204500	0000	543000	Vehicles	15,000.00	0.00	0.00	15,000.00	0.00	0.00
				<b>Total Fixed Assets</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,800.00</b>	<b>-800.00</b>	<b>-5.33</b>
9030	204500	0000	559000	Fixed Asset Contra Account	-15,000.00	0.00	0.00	-15,000.00	0.00	0.00
				<b>Total Fixed Assets</b>	<b>-15,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-15,000.00</b>	<b>0.00</b>	<b>0.00</b>
9030	204500	0000	598410	Interest - Long-Term Debt	39,143.00	8,082.49	0.00	16,164.98	22,978.02	58.70
				<b>Total Depreciation</b>	<b>39,143.00</b>	<b>8,082.49</b>	<b>0.00</b>	<b>16,164.98</b>	<b>22,978.02</b>	<b>58.70</b>
9030	204500	0000	691110	Appropriation For Contingencie	198,105.00	0.00	0.00	0.00	198,105.00	100.00
				<b>Total Appropriation for Contingencie</b>	<b>198,105.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>198,105.00</b>	<b>100.00</b>
				<b>Department Total</b>	<b>738,854.00</b>	<b>51,916.94</b>	<b>0.00</b>	<b>332,978.78</b>	<b>405,875.22</b>	<b>54.93</b>

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PeopleSoft  
ORGANIZATION BUDGET STATUS

Page No. 3  
Run Date 02/28/2020  
Run Time 09:29:38

Fiscal Year: 2020 As of: 01-31-2020

Fund: 9030

Department: %

Beg. Account: 400000 to 999999

Program Code: %

MI Wuk- Special Projects

Fund	Dept.	Program	Account	Description	Budgeted Amount	Current Period	Encumbered Amount	Expended Amount	Remaining Amount	Percent Remaining
9030	204550	0000	511110	Regular Salaries	0.00	0.00	0.00	80,150.00	-80,150.00	0.00
9030	204550	0000	512310	Workers Compensation Insurance	8,401.00	0.00	0.00	8,401.29	-0.29	-0.00
9030	204550	0000	512410	F.I.C.A.	0.00	0.00	0.00	6,131.48	-6,131.48	0.00
				Total Salaries and Employee Benefits	8,401.00	0.00	0.00	94,682.77	-86,281.77	-1.027.04
9030	204550	0000	521210	Clothing & Personal Supplies	7,708.00	0.00	0.00	7,591.83	116.17	1.51
9030	204550	0000	521310	Communications	300.00	0.00	0.00	100.00	200.00	66.67
9030	204550	0000	521425	Food - Other	600.00	0.00	0.00	243.78	356.22	59.37
9030	204550	0000	521510	Household Expense	1,850.00	131.66	0.00	1,028.12	821.88	44.43
9030	204550	0000	522110	Maintenance Equipment	0.00	0.00	0.00	18.17	-18.17	0.00
9030	204550	0000	522120	Maint Equip-Vehicles	5,500.00	5,227.45	0.00	5,289.94	210.06	3.82
9030	204550	0000	522510	Maintenance - Buildings & Imps	615.00	0.00	0.00	250.00	365.00	59.35
9030	204550	0000	522512	Maintenance - Grounds	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	523210	Dues & Memberships	300.00	0.00	0.00	0.00	300.00	100.00
9030	204550	0000	525110	Office Expense	500.00	0.00	0.00	75.40	424.60	84.92
9030	204550	0000	527410	Small Tools	0.00	0.00	0.00	0.00	0.00	0.00
9030	204550	0000	528110	Special Departmental Expense	0.00	1,597.92	0.00	0.00	0.00	0.00
9030	204550	0000	529110	Transp. & Travel - Fuel	4,710.00	343.74	0.00	2,188.47	2,521.53	53.54
9030	204550	0000	529210	Utilities	4,560.00	653.03	0.00	2,455.00	2,105.00	46.16
9030	204550	0000	529910	Expendable Equipment	7,700.00	0.00	0.00	4,471.07	3,228.93	41.93
				Total Services and Supplies	34,343.00	7,953.80	0.00	23,711.78	10,631.22	30.96
				Department Total	42,744.00	7,953.80	0.00	118,394.55	-75,650.55	-176.99
				Fund Total	781,598.00	59,870.74	0.00	451,373.33	330,224.67	42.25

End of Report

### Cash on Hand by Month

	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15
Jul 31	\$ 202,670.42	\$ 160,788.10	\$ 125,178.72	\$ 102,836.45	\$ 91,027.21	\$ 98,475.15
Aug 31	\$ 158,568.34	\$ 77,662.37	\$ 90,372.49	\$ 65,207.79	\$ 56,481.78	\$ 55,133.05
Sep 30	\$ 97,354.43	\$ 30,713.08	\$ 64,183.33	\$ 46,469.69	\$ 26,082.37	\$ 15,583.75
Oct 31	\$ 43,783.05	\$ 51.87	\$ 35,625.92	\$ 20,695.14	\$ 54.93	\$ 91.48
Nov 30	\$ 59.18	\$ 72.52	\$ 25,495.92	\$ 28,413.14	\$ 117.19	\$ 33.08
Dec 31	\$ 140,891.71	\$ 185,032.02	\$ 197,024.76	\$ 174,746.43	\$ 150,895.35	\$ 143,297.01
Jan 31	\$ 87,320.27	\$ 172,709.26	\$ 198,245.16	\$ 148,725.48	\$ 123,196.88	\$ 107,361.47
Feb 28		\$ 129,344.83	\$ 161,654.76	\$ 113,087.15	\$ 93,346.87	\$ 80,807.04
Mar 31		\$ 137,982.68	\$ 135,241.04	\$ 66,058.64	\$ 27,117.75	\$ 51,204.32
Apr 30		\$ 275,251.54	\$ 272,357.19	\$ 214,194.29	\$ 98,760.14	\$ 165,464.83
May 31		\$ 271,468.33	\$ 245,512.31	\$ 193,849.35	\$ 69,401.49	\$ 150,907.81
Jun 30		\$ 256,825.82	\$ 225,419.40	\$ 180,850.91	\$ 166,612.59	\$ 147,732.11

\*November 30, 2019 cash balance includes an advance from Tuolumne County of \$47,300.00 - shortfall due to \$80,600.00 paid in OES strike team wages which will be reimbursed.

Advance reversed 12/01/2019 upon receipt of December taxes and Benefit Assessment.

## LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on February 24, 2020, between the **Mi-Wuk / Sugar Pine Fire Protection District**, ("District") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work ("Work").** Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
  - a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
  - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Insurance.**
  - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence
	& \$1,000,000 aggregate
  - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.
  - c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.

5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.

**14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

**15. Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

**Public Agency:**

Mi-Wuk/Sugar Pine FPD  
24247 Highway 108  
Mi-Wuk Village, CA 95346

**Consultant:**

SCI Consulting Group  
4745 Mangels Boulevard  
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____



## SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Mi-Wuk/ Sugar Pine Fire Protection District.

### DEFINITIONS

District:	Mi-Wuk/ Sugar Pine Fire Protection District, staff and Directors.
Assessment:	Fire Suppression and Protection Services Assessment
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

### CONFIRMATION OF DISTRICT PARCELS AND LEVY CALCULATION

1. In the first quarter of the year, create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
3. On a parcel-by-parcel basis, calculate and verify the proposed specific assessment amount for each parcel and prepare the preliminary assessment roll.

### ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Update the previous Engineer's Report as necessary, including upgrades to improve compliance with Proposition 218 and other requirements.
2. File the final Engineer's Report with the District.
3. Prepare any needed resolutions and staff reports for the Assessment.
4. Prepare and assist with the publication of any notices for the continuation of the Assessment.
5. Attend District Board meetings as needed, including those at which the Engineer's Report is approved and the public hearing is held.

### LEVY RE-CALCULATION, RE-VERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated District database.

2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Finalize the Assessment Roll, other documents and supporting materials for the assessments.
4. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

#### **DISTRICT INFORMATION AND LEVY CONFIRMATION**

1. Verify and validate Auditor's levy data prior to the printing of tax bills.
2. Develop and make available to the District an Internet based website or computer program that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

#### **RESPONDING TO PUBLIC INQUIRIES AND APPEALS**

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

#### **DEFENSE AND SUPPORT OF THE ASSESSMENTS**

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

## FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2020-21 , the total compensation for the Scope of Work shall be \$6,753 payable as follows:
  - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,753 shall be due.
  - b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2021-22 , the total compensation for the Scope of Work shall be \$6,955 payable as follows:
  - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,955 shall be due.
  - b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2022-23 , the total compensation for the Scope of Work shall be \$7,164 payable as follows:
  - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$4,164 shall be due.
  - b. On January 31 of the fiscal year, the remainder shall be due.
4. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
5. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
6. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$600 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

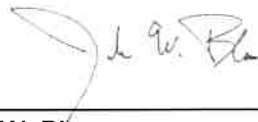
## SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

**Accepted:**

**Accepted:**

\_\_\_\_\_  
Steve McClintock  
Fire Chief  
Mi-Wuk/Sugar Pine FPD

\_\_\_\_\_  
  
John W. Bliss  
President  
SCI Consulting Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
February 24, 2020  
Date

- c) Budget Committee - The Board's standing Budget Committee shall prepare an annual budget with input from all interested parties which may include all required and anticipated expenditures for the fiscal year, no later than the June 30<sup>th</sup> of each year. This budget shall include, but is not limited to, a capital and operating budget. It shall include estimates to covers supplies and equipment, including training aids and maintenance of equipment. The Chair of the Budget Committee shall also have the responsibilities stated above in 1.04.043.

**1.04.052 Ad-Hoc Committees**

The Board President shall appoint such ad hoc committees as may be deemed necessary or advisable by the Board. The duties of the ad hoc committees shall be outlined at the time of appointment; shall be limited or single purpose; and the committee shall be considered dissolved when its final report has been made.

- a) Planning Committee - The Board's standing Planning Committee shall be concerned with the formulation of plans for arranging, realizing, and/or achieving District goals.
- b) Board of Appeals Committee - The Board's standing Board of Appeals Committee shall be for the purpose of granting appeals to the public on matters of inspections of commercial property. The Committee will review disputes and make a non-binding recommendation to the Board. Members of the committee shall be consistent with the Uniform Fire Code, Section 11.302.

**1.04.053 Public Information Officer (if appointed)**

The Board's Public Information Officer shall be concerned with assuring that information regarding the affairs of the District are adequately and appropriately communicated to its constituents and the public at large.

**1.04.060 Fire Chief Appointment**

The District shall appoint a Fire Chief for specified or an indefinite term through the mechanism of an employment agreement. The Fire Chief:

- a) Shall serve at the pleasure of the Board consistent with the terms of an employment agreement.
- b) Shall be the chief executive and administrative officer of the District.
- c) Shall be chosen solely on the basis of qualifications, and at time of appointment need not be a resident of the State or District.
- d) ~~Shall be paid a salary fixed by the District commensurate with the responsibilities of the position.~~

# **Mi-Wuk Sugar Pine Fire Protection District**

## **Fire Chief Employment Contract**

This Contract dated \_\_\_\_\_ is made by and between the Mi-Wuk Sugar Pine Fire Protection District from this point forward known as the ("DISTRICT") and James Klyn, from this point forward known as the ("EMPLOYEE").

The Mi-Wuk Sugar Pine Fire Protection District, Tuolumne County California, District Manual, as adopted on July 10, 2012 from this point forward shall be known as the ("DISTRICT MANUAL").

### **RECITALS**

DISTRICT desires to employ the services of EMPLOYEE as Fire Chief and to provide certain compensation and establish certain conditions of employment of the Fire Chief. EMPLOYEE desires to accept employment as Fire Chief under the conditions contained in this Contract. In consideration of the mutual covenants contained in this Contract, the parties agree as follows:

#### **1. TERM OF AGREEMENT**

The term of this agreement shall begin on April 1, 2020, and shall continue until March 31, 2021, subject only to the Termination provision of this Contract.

#### **2. DUTIES**

- (a) EMPLOYEE shall provide the services normally provided by a Fire Chief in a Fire Protection District in California. Such duties include, but are not limited to, planning, directing, and supervising the activities of the Fire Department personnel; coordinating Department activities and mutual aid with Federal, State, and other local agencies; attending before- and after-hours meetings as required by the DISTRICT; analyze, prepare and manage the DISTRICT's budget; prepare agenda and materials for Board Meetings; select, appoint, promote, and discipline employees of the DISTRICT; formulate and recommend policies for Board review and adoption; and provide staff assistance to the Board as necessary. EMPLOYEE shall devote such time as is reasonably necessary to perform these duties.
- (b) The position of Fire Chief is full time. The Chief will work a 48/96 shift schedule plus up to an additional 16-hours per week.
- (c) The DISTRICT encourages the continued professional growth of the Fire Chief. It encourages membership and participation in professional organizations, professional seminars, professional conferences and conventions, community organizations, in addition to formal education.

- (d) EMPLOYEE agrees to obtain all certificates and licenses necessary to hold the position of Fire Chief.
- (e) The DISTRICT agrees to provide a take home vehicle to be used at his discretion. The vehicle shall not be used for personal travel while on leave or for travel for personal purposes. District will pay for all maintenance, fuel and insurance.

### 3. COMPENSATION AND BENEFITS

- (a) The Chief will be compensated at a regular hourly rate of \$23.0889 per hour. Per FLSA, overtime will be paid for hours in excess of 106 per pay period. The regular rate will be subject to review annually.
- (b) Life Insurance as provided to all paid employees.
- (c) District will pay for Professional and Community Organizations as subsequently agreed to by the parties and provided for in the Annual Budget.
- (d) Vacation Leave: According to current DISTRICT MANUAL.
- (e) Sick Leave: According to current DISTRICT MANUAL.

### 4. PERFORMANCE EVALUATION

- (a) DISTRICT and EMPLOYEE acknowledge the importance of open and direct communication regarding EMPLOYEE's job performance. Annually, the DISTRICT shall review the EMPLOYEE's performance to determine, among other things, entitlement of any salary increase (including merit and/or cost-of-living adjustment) or other amendments to this Contract. When the Board determines it necessary or appropriate, it may conduct performance evaluation(s) more frequently. The evaluation shall be related to the duties and responsibilities of Fire Chief as set forth in this Contract and the DISTRICT MANUAL. The evaluation shall be in writing and should include the following elements:
  - Goals and objectives jointly established by the DISTRICT and EMPLOYEE
  - Employee self-evaluation
  - Relationship with the Board
  - Relationship with the community
  - Overall Fire Department leadership
  - Fire Department business and operations leadership
  - Personnel leadership
  - Personal qualities and development
- (b) The evaluation format shall assess overall performance as well as specific criteria and shall provide for a rating system as outlined in the job description and the DISTRICT MANUAL.

- (c) The Board shall meet in closed session to the extent permitted by law to perform this evaluation. It may meet without the EMPLOYEE present in order to establish one, single evaluation, which shall then be presented to the EMPLOYEE as the evaluation of the DISTRICT.

## 5. TERMINATION

This Contract may be terminated only as follows:

- (a) EMPLOYEE may, after one year of service, terminate this Contract at any time by giving DISTRICT written notice 60 days in advance .
- (b) DISTRICT may terminate this Contract by discharging or dismissing EMPLOYEE with just cause.
- (c) If EMPLOYEE is dismissed or discharged, he will be afforded all the rights and protections of a Fire Chief pursuant to the Firefighter Procedural Bill of Rights. (Government Code section 3250 et seq.)
- (d) Either party may terminate this Contract effective on the last day of the Contract (see Section 1 above) by giving the other party a written notice of intent to terminate the Contract. Such notice of intent to terminate the Contract must be delivered to the other party at least 60 days prior to the last day of the Contract.
- (e) If this Contract is not terminated under one or more of the terms above, then this Contract will be automatically renewed for a period of one (1) year. In this case, all the other terms and conditions, including amendments and/or addendums, of the Contract will remain in full force and effect as written.

## 6. GENERAL PROVISIONS

- (a) This written Contract shall constitute the entire agreement between the parties. Any prior agreements, whether written or verbal, are superseded entirely and replaced exclusively by this written Contract.
- (b) This Contract shall be binding upon and insure to the benefit of the heirs at law and executors of EMPLOYEE.
- (c) If any provisions or any portion thereof contained in this Contract is held invalid by a court of competent jurisdiction, the remainder of this Contract shall be deemed severable and shall not be affected and shall remain in full force and effect.
- (d) This Contract may be modified or extended upon the written consent of the DISTRICT and EMPLOYEE. Any such modification or extension shall be reduced to writing, signed by both parties and be attached to this Contract as an Amendment or Addendum.



- (e) Both parties agree to keep the other party apprised of their current physical address for the purpose of any notice required under any provision of this Contract.
- (f) Both parties acknowledge that they have reviewed this Contract in its entirety and understand all the provisions thereof. The parties further acknowledge that they have had the opportunity to consult legal counsel regarding this Contract and/or any portion of this Contract and have either consulted legal counsel or waived the right to legal counsel.
- (g) This Contract shall be governed by the laws of the State of California. All disputes regarding the interpretation or application of a term or terms of this Contract shall be resolved by binding arbitration. The arbitrator shall be chosen from a panel provided by the State Mediation and Conciliation Service by the striking of names from the panel (list). EMPLOYEE shall have the first strike. The arbitration shall be governed by the rules of the American Arbitration Association, and shall be enforceable pursuant to the California Arbitration Act. (Code of Civil Procedure section 1280 et seq.)

In witness whereof, DISTRICT has caused this Contract to be signed on its behalf by the DISTRICT Board President, and duly attested by the Clerk of the Board, and the EMPLOYEE has signed this Contract.

**For the DISTRICT:**

**EMPLOYEE:**

\_\_\_\_\_  
James McDonald

\_\_\_\_\_  
James Klyn

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Steve McClintock, Clerk of the Board

\_\_\_\_\_  
Date Signed

## Proposed Fire Chief Hours

Scheduled Hours																Total Hrs for Pay Period	
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat				
14 Day Pay Period Weeks 1 and 2																	
1	2	3	4	5	6	7	8	9	10	11	12	13	14				
Regular (Straight time)																106	
		8	8	24	24			8	8	24	2						
Overtime																22	
											22						
Total Hours Per Day																128	
-	-	8	8	24	24	-	-	8	8	24	24	-	-				
14 Day Pay Period Weeks 3 and 4																	
15	16	17	18	19	20	21	22	23	24	25	26	27	28				
Regular (Straight time)																106	
	8	24	24	8				24	18								
Overtime																22	
									6	8	8						
Total Hours Per Day																128	
-	8	24	24	8	-	-	-	24	24	8	8	-	-				
14 Day Pay Period Weeks 5 and 6																	
29	30	31	32	33	34	35	36	37	38	39	40	41	42				
Regular (Straight time)																106	
24	24	8	8			24	18										
Overtime																70	
							6	8	8			24	24				
Total Hours Per Day																176	
24	24	8	8	-	-	24	24	8	8	-	-	24	24				
Annual Totals by Wage Type:																	
One Week Average																Annual Totals	Monthly Ave.
53.00																2756.00	229.67
19.00																988.00	82.33
72.00																3744.00	312.00
\$ 1,881.75																\$ 97,850.76	\$ 8,154.23
x 52																x 52	/ 12 =
x 52																x 52	/ 12 =
x 52																x 52	/ 12 =
Annual Totals by Wage Type:																	
Regular Wages																\$	63,633.01
Overtime Wages																\$	34,217.75
Annual Gross Wages																\$	97,850.76

Firefighters, per FLSA, are paid at regular rate / straight time for the 1st 106 hours in a pay period. Hours worked in excess of 106 in a pay period are paid as overtime, 1.5 x Regular. The fixed rotating schedule of 2 days on (48 hours) then 4 days off (96 hours) repeats in a 6 week (3 pay period) cycle throughout the year. The proposed schedule for the Fire Chief will include an additional 16 hours per week (32 per pay period) on a flexible bases. Highlighted hours are an example used to calculate the proposed annual wages.

Current Shift Schedule for Officers															
Scheduled Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs for Pay Period
14 Day Pay Period Weeks 1 and 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Regular (Straight time)					24	24					24	24			96
Overtime															0
Total Hours Per Day	-	-	-	-	24	24	-	-	-	-	24	24	-	-	96
14 Day Pay Period Weeks 3 and 4	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
Regular (Straight time)			24	24					24						96
Overtime															0
Total Hours Per Day	-	-	24	24	-	-	-	-	24	24	-	-	-	-	96
14 Day Pay Period Weeks 5 and 6	29	30	31	32	33	34	35	36	37	38	39	40	41	42	
Regular (Straight time)	24	24					24	24					10		106
Overtime													14	24	38
Total Hours Per Day	24	24	-	-	-	-	24	24	-	-	-	-	24	24	144
Total Regular Hours for 6 weeks (3 pay periods) 298 / 6 =															
Total Overtime Hours for 6 weeks (3 pay periods) 38 / 6 =															
Total Scheduled Hours Worked in 6 weeks (3 pay periods) 336.00 / 6 =															
Total Gross Pay 6 weeks (3 pay periods) \$ 8,196.56 / 6 =															
Annual Totals by Wage Type:															
Regular Wages \$ 59,630.93															
Overtime Wages \$ 11,405.92															
Annual Gross Wages \$ 71,036.85															

## Comparison - Current vs. Proposed

	Current Annual Wages	Proposed		
		Hourly Rate	Hours	Annual Wages
Chief McClintock	\$ 52,000.00			\$ -
Battalion Chief Klyn	\$ 71,036.85	23.0889	Shifts (48/96) + 32 hours per pay period	\$ 97,850.76
Office Manager Dahlin	\$ 43,833.92	26.074	40 per week	\$ 54,233.92
Total	\$ 166,870.77			\$ 152,084.68

**Annual Savings: \$14,786.09**

Plus reduced FICA and Workers' Comp. on that savings