



GOLD RIDGE FIRE PROTECTION DISTRICT

4500 Hessel Road · Sebastopol, CA 95472

Phone (707) 823-1084 · Fax (707) 829-1175 · www.goldridgefire.org

*Serving the communities of Hessel, Twin Hills, Freestone, & Rural Sebastopol
Fire Chief Shepley Schroth-Cary*

For safety reasons this GRFPD Board Meeting will be held virtually.

Gold Ridge Fire Protection District Regular Board Meeting Teleconference Information:
From your computer, tablet or smartphone: meet.google.com/gdd-zevu-skg

You can also dial in using your phone: (US) +1 304-988-5128 PIN: 118 273 011#

NOTICE & AGENDA OF THE BOARD OF DIRECTORS REGULAR MEETING December 2, 2020 – 7pm Location: Virtual Meeting

Assistance for the disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call the Board Clerk at least 48 hours in advance at (707) 823-1084 so the necessary arrangements can be made.

- 1) **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2) **ROLL CALL OF DIRECTORS**
- 3) **PUBLIC INPUT:** *At this time, members of the public may address the Board with any item not appearing on the agenda. It is recommended that you limit your comment to 3 minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time.*
- 4) **APPROVAL OF MINUTES FROM PREVIOUS MEETING:**
 - a) November 4, 2020 Regular Meeting Minutes (**Action Item**)
- 5) **CORRESPONDENCE:** *Review of any correspondence that might have been received after distribution of Board packet.*
- 6) **REVIEW AND APPROVAL OF FINANCIAL REPORTS:**
 - a) November 2020 Bank Accounts Register (**Action Item**)

7) REPORTS:

- a) OPERATIONS REPORTS
 - i) Equipment maintenance
 - ii) Building maintenance
 - iii) Personnel
- b) TRAINING REPORT
- c) FIRE MARSHAL REPORT
- d) FIREFIGHTERS ASSOCIATIONS
- e) EXPLORER POSTS
- f) FIRE CHIEF REPORT

8) OLD BUSINESS:

- a) Gold Ridge Paid Firefighters Association MOU (*Discussion/Action Item*)

9) NEW BUSINESS:

- a) ALS presentation, arrangement with AMR (*Discussion/Action Item*)
- b) Purchase of new Type 3 Engine (*Action Item*)

10) GOOD OF THE ORDER:

11) ADJOURNMENT:

Materials related to an item on this agenda submitted to the Gold Ridge Fire Protection District after the distribution of the agenda & packet are available for public inspection in Fire Station 1 office at 4500 Hessel Road during normal business hours.



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Fire Chief Shepley Schroth-Cary

November 4, 2020 Regular Meeting Minutes

- 1) **Call to Order:** The Regular Meeting of the Gold Ridge Fire Protection District was held via teleconference. The meeting was called to order at 7:00PM by Director Gloeckner.
- 2) **Roll Call of Directors:**

Robert Gloeckner	Joe Petersen
Mike Doyle	Christopher Tachouet
Dominic Carinalli (7:30)	Charlie Lachman

Directors Absent: Steve Petrucci
- 3) **Public Input:** None
- 4) **Approval of the Minutes from Previous Meeting:** The minutes from the September 2, 2020 regular meeting were reviewed. A motion was made by Director Lachman to approve the minutes. The motion was seconded by Director Tachouet and passed unanimously.
- 5) **Correspondence:** Fire Chief Schroth-Cary shared some correspondence from LAFCO received after the posting of the meeting. LAFCO has announced opening on their board, Leslie will send information to directors.
- 6) **Approval of the Financial Reports:** The revenues and expenses for the month of September and October were reviewed and discussed. Director Doyle made a motion to approve the September 2020 Bank Accounts Register Report. The motion was seconded by Director Petersen and passed unanimously. Director Tachouet made a motion to approve the October 2020 Bank Accounts Register Report. The motion was seconded by Director Petersen and passed unanimously.
- 7) **Reports:**
 - a) **Operations Report:**
 - i) **Equipment Maintenance:** See attached report from Assistant Chief Pforsich
 - ii) **Building Maintenance:** See attached report from Assistant Chief George
 - iii) **Personnel:** Chief Schroth-Cary reported on behalf of BC Schipper that we will be moving to a 24-hour stipend shift for interns and volunteers.
 - b) **Training:** Nothing to report.
 - c) **Fire Marshal's Report:** See attached report from BC DeCarli
 - d) **Firefighters Associations:** Lieutenant Heaton reported that the association will hold position elections at their next meeting.

- e) **Explorer Post:** Chief Schroth-Cary reported that Tom was in the process of renewing our Explorer post.
 - f) **Fire Chief's Report:** Fire Chief Schroth-Cary summarized the strike team response during the busy fire season we had, he gave a brief ALS update, and brought up the idea of giving years of service awards in lieu of the holiday party this year.
- 8) **Old Business:**
- a) **Long Range Committee Update:** Nothing to report.
- 9) **New Business:**
- a) Board review of the Gold Ridge Paid Firefighters Association MOU. Engineer Garrett presented this first reading of the MOU. A discussion ensued regarding vacation use, vacation caps, and payouts. A second reading and possible board approval slated for next meeting.
 - b) Board discussion about adopting impact fees for the district. A discussion ensued. Item will be explored further.
- 10) **Good of the Order:** None
- 11) **Adjournment:** There being no further business, Director Carinalli made a motion to adjourn the meeting at 8:25PM. The motion was seconded by Director Lachman and passed unanimously.

Minutes respectfully submitted by Leslie McCormick

Robert Gloeckner, Chair

Steve Petrucci, Director

Charles Lachman, Director

Domenic Carinalli, Director

Joe Petersen, Director

Christopher Tachouet, Director

Mike Doyle, Director

Date Approved

November 2020 Board Report
Submitted by Andy Pforsich

We've been challenged to keep up with services and repairs to engines committed to strike teams all summer. All three water tenders sustained body damage on fires. 8191 sustained damage while evacuating a seriously injured firefighter on the Walbridge Fire, 8192 sustained damage on an incident in Forestville, and 8193 sustained damage on an incident in Monte Rio. Some repairs have been completed and all others are scheduled. Utility 8142 sustained body damage on the Glass Fire while BC DeGraffenreid was executing a rescue of a resident. The engine also failed but was limited to a collapsed lifter and was repaired, all totaling about \$10,000. With five years of service life remaining, it was a worthwhile expense.

On another note, Shep and I have discussed a proposal to accelerate the purchase of a Type 3 engine which will be on the agenda next month for action. Ordinarily we purchase an engine every three years within the replacement program. We skipped a rotation between 2011-2017 due to the pressing need to purchase breathing apparatus and install solar on two stations. We had three Type 3 engines out during the summer due to extensive fire activity, one being 8163 which is 26 years old. We'd also like to get 8161 to Station 3 for lesser use due to mechanical issues we've experienced with the Maxx Force 9 engine in that unit.

We're expecting to receive over \$350,000 in engine rental revenue just this season. Rosenbauer has quoted a tag-on cost of \$385,000, good through the end of December, an increase of 5% per year which is very fair, with the first payment not due until 8/1/22. This will strengthen our apparatus reliability and depth to face increasing demand. And the best part is we've had the personnel available, mostly volunteer, to support the demand.

**November 2020 Board Report
Submitted by Dan George**

- Station 1 and 3 painted, he will come back and complete the upper soffit at station 1 and the rental next door
- Landscape complete at station 1, will be adding steel barrels for planting and finishing the water line
- Got all the info to the Mike who is doing the drawings for all 3 stations
- Dealing with parcel tax issues the most of them are zero value that got charged and a few are the multiple parcels less than an acre that need to be adjusted will get info on the ones we have to county by Friday
- Will be working on getting the containers at station 1 and 2 painted and finished
- We will have a meeting next week on the LAFCO SOI and the new ad hoc from LAFCO more to follow

November 2020 Board Report
Submitted by Darrin DeCarli

- Defensible Space Inspections for 2020 completed. Will be working with County on 4 to 5 parcels to move to abatement process. 205 parcels were assigned. 199 parcels inspected (unable to access 6 due to locked gates). Inspections started on 7/6/20 and final inspections concluded on 10/27. Due to the fire activity this summer, some of the re-inspections took longer than anticipated. I'd like to thank Firefighter Tonia Bello for her efforts in her role of coordinating the program from scheduling to training and reporting and handling any troubleshooting/IT issues with the County.
- Business Inspection program has resumed. The shifts are making contact with our local businesses to schedule pre-plan inspections. All three shifts will be participating in the inspection program.
- Working with the County on partnering with them on the chipper program. We will identify staff, similar to the defensible space inspection program that wants to participate. The county will provide the training and equipment and our folks would run the chipper primarily in the west county area. The County would reimburse us for the labor incurred to staff the chipper.
- Fire investigation update- Stuart Baker who has been handling/assisting with fire investigations for us moved to Idaho in July. Don Silverek is still available to assist with investigations as necessary and I continue to be available for incidents that occur on A and C shift.

**Gold Ridge Fire Protection District
Bank Accounts Register as of November 30, 2020**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Petty Cash								
Deposit	11/17/2020			Deposit	3600 · Address Signs	175.00		157.07
Total Petty Cash						175.00		332.07
1110 · Exchange Bank								
Check	11/11/2020	EFT	PERS	Payroll 10/16/20	-SPLIT-		17,943.24	94,229.77
Check	11/11/2020	EFT	Cal PERS 457 Plan	EE 457 10/16/20	5910 · Payroll Expenses		1,225.00	76,286.53
Check	11/17/2020	EFT	PERS	Payroll 10/30/20	-SPLIT-		17,943.24	75,061.53
Check	11/17/2020	EFT	Cal PERS 457 Plan	EE 457 10/30/20	5910 · Payroll Expenses		1,225.00	57,118.29
Total 1110 · Exchange Bank						38,336.48		55,893.29
1120 · Summit								
Deposit	11/03/2020			Deposit	5935 · Unemployment	717.00		224,197.09
Deposit	11/03/2020			Deposit	4102 · Donations/Reimbursements	150.00		224,914.09
Deposit	11/03/2020			Deposit	4102 · Donations/Reimbursements	100.00		225,064.09
Check	11/10/2020	6820	Randy Hanson Auto Body & Pail RO No. 11036 Eng 8142	(1) Fire 107.1 Inv AR21-00420	6140 · Maintenance Equipment		6,288.18	225,164.09
Check	11/10/2020	6821	Santa Rosa Jr College	NOV 2020 Premiums	7120 · Training		208.96	218,875.91
Check	11/10/2020	6822	FDAC EBA	L0884768736 944-0495-1	5930 · Health Insurance		23,070.14	218,666.95
Check	11/10/2020	6823	CA EDD	50669 50699 50766	5935 · Unemployment		289.50	195,596.81
Check	11/10/2020	6824	Burton's Fire Apparatus	October 2020	6140 · Maintenance Equipment		348.41	195,307.31
Check	11/10/2020	6825	Sebastopol Hardware	Audit 2019/20 First Progress Billing	6080 · Household Expense		71.21	194,958.90
Check	11/10/2020	6826	Goranson and Associates, Inc.	Company Officer 2A	6630 · Audit Services		7,000.00	194,887.69
Check	11/10/2020	6827	Bennett, Holden D	Acct: 11963 OCT 2020	7120 · Training		435.00	187,887.69
Check	11/10/2020	6828	Lake Parts, Inc.	435442	6140 · Maintenance Equipment		1,020.11	187,452.69
Check	11/10/2020	6829	L.N. Curtis & Sons	1046920	6880 · Small Tools		446.27	186,432.58
Check	11/10/2020	6830	Life Assist Inc	3 propane tanks	6261 · Medical Supplies		118.21	185,986.31
Check	11/10/2020	6831	The Rental Place	Invoice 2551705 Type III	6180 · Building Maintenance		16.45	185,868.10
Check	11/10/2020	6832	Santander Bank, N.A.	Acct: 1810286203 - OCT 2020	-SPLIT-		38,145.21	185,851.65
Check	11/10/2020	6833	Peterson Trucks		6140 · Maintenance Equipment		586.96	147,706.44
Check	11/10/2020	6834	Recology Sonoma Marin		6080 · Household Expense		54.03	147,119.48

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Bank Accounts Register as of November 30, 2020**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	11/10/2020	6835	AT&T		-SPLIT-		210.10	146,855.35
Check	11/10/2020	6836	Ron Blair Signs	address sign numbers 13024	6180 · Building Maintenance		112.58	146,742.77
Deposit	11/10/2020			Deposit	1801 · Rent of Real Estate	1,750.00		148,492.77
Check	11/15/2020	EFT	US Bank Equipment Finance	NOV 2020 copy machine	6400 · Office Expense		281.45	148,211.32
Check	11/15/2020	6838	BWS Distributors	442832	6881 · Safety Equipment		111.35	148,099.97
Check	11/15/2020	6839	Fastrak	T717017337610	7300 · Transportation/Travel		6.00	148,093.97
Check	11/15/2020	6840	Lockwood Computer Repair	(2) New PC Setup station 2	6405 · Computer Expenses		1,563.92	146,530.05
Check	11/15/2020	6841	TRU-SCAN Fingerprints	25780 Sweeney	6654 · Medical Exams		58.00	146,472.05
Check	11/15/2020	6842	Sonoma County Fire District	Shift Calendars 2021	6461 · Operating Supplies		118.90	146,353.15
Check	11/15/2020	6843	Benedetti Tire	604402 604748	6140 · Maintenance Equipment		3,491.82	142,861.33
Check	11/15/2020	6844	PG&E	5726858972-8	7320 · Utilities		145.94	142,715.39
Check	11/15/2020	6845	PG&E	0631728992-1	7320 · Utilities		51.93	142,663.46
Check	11/15/2020	6846	PG&E	4997833296-0	7320 · Utilities		202.78	142,460.68
Check	11/15/2020	6847	L.N. Curtis & Sons	439106	6880 · Small Tools		49.74	142,410.94
Check	11/17/2020	6837	Rolando Moya	Rental paint	6180 · Building Maintenance		6,262.00	136,148.94
Deposit	11/19/2020			Deposit	4102 · Donations/Reimbursements	50.00		136,198.94
Deposit	11/19/2020			Deposit	2910 · Government Agency - MRFI	7,694.40		143,893.34
Deposit	11/19/2020			Deposit	2500 · ST -Other	11,391.93		155,285.27
Deposit	11/19/2020			Deposit	3600 · Address Signs	415.00		155,700.27
Check	11/23/2020	6848	Volunteer Fire Foundation	VOID: Balance	6290 · Other Dept. Expense			155,700.27
Check	11/23/2020	6863	U.S. Bank	Acct 4246 0445 5565 3785 thru 11/ Cal Card			6,356.47	149,343.80
Transfer	11/25/2020			Funds Transfer	1126 · Summit ICS	100,000.00		249,343.80
Deposit	11/27/2020			Deposit	1701 · Interest Earned	867.07		250,210.87
Check	11/30/2020	6849	Volunteer Fire Foundation	Balance	6290 · Other Dept. Expense		1,618.12	248,592.75
Check	11/30/2020	6850	George, Daniel J	Strike Team Reimbursement	-SPLIT-		562.00	248,030.75
Check	11/30/2020	6851	Musi-Tronics LLC	Inv. 197254	6149 · Radio Maintenance		66.65	247,964.10
Check	11/30/2020	6852	Mossey's Metal Manufacturing	3128 broken bracket	6140 · Maintenance Equipment		271.26	247,692.84
Check	11/30/2020	6853	Peterson Trucks	228245 Repair 8161	6140 · Maintenance Equipment		1,583.88	246,108.96
Check	11/30/2020	6854	North Bay Petroleum	1149	-SPLIT-		2,072.43	244,036.53

**Gold Ridge Fire Protection District
Bank Accounts Register as of November 30, 2020**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	11/30/2020	6855	Pete's Automotive, Inc.	November 2020	6140 · Maintenance Equipment		547.33	243,489.20
Check	11/30/2020	6856	L.N. Curtis & Sons	441851	6880 · Small Tools		116.23	243,372.97
Check	11/30/2020	6857	Bauer Compressors	273168 cleaning solution	6880 · Small Tools		544.60	242,828.37
Check	11/30/2020	6858	Sonoma Co Public Works	Sta #3 water account thru 11/18/10	7202 · Water/Sewer Expense		73.77	242,754.60
Check	11/30/2020	6859	Reliance Towing, Inc.	28709 tow 8161	6140 · Maintenance Equipment		470.00	242,284.60
Check	11/30/2020	6860	Mack Waillbed Systems	6053 beds at Sta. 2	6180 · Building Maintenance		9,284.62	232,999.98
Check	11/30/2020	6861	Bennett, Holden D	Crew Boss S-230 Engine Boss S-23	7120 · Training		695.00	232,304.98
Check	11/30/2020	6862	TRU-SCAN Fingerprints	25811 Johnson	6654 · Medical Exams		58.00	232,246.98
Total 1120 · Summit						123,135.40	115,085.51	232,246.98
1122 · Summit Payroll								122,551.77
Check	11/12/2020	EFT	Innovative Business Solutions, Ir	11/12/20 Payroll Supp	-SPLIT-		4,397.62	118,154.15
Check	11/13/2020	50009	Bello, Tonia	11/13/20 Payroll	5910 · Payroll Expenses		171.12	117,983.03
Check	11/13/2020	50010	Bello, Vail R	11/13/20 Payroll	5910 · Payroll Expenses		89.90	117,893.13
Check	11/13/2020	50011	Norris, Cameron	11/13/20 Payroll	5910 · Payroll Expenses		46.17	117,846.96
Check	11/13/2020	EFT	Innovative Business Solutions, Ir	11/13/20 Payroll	-SPLIT-		95,394.45	22,452.51
Deposit	11/13/2020			Deposit - Supp PR 11/13/20	5910 · Payroll Expenses	1,314.34		23,766.85
Deposit	11/13/2020			Deposit	5910 · Payroll Expenses	6,990.38		30,757.23
Transfer	11/25/2020			Funds Transfer	1126 · Summit ICS	200,000.00		230,757.23
Check	11/27/2020	EFT	Innovative Business Solutions, Ir	11/27/20 Payroll	-SPLIT-		84,995.25	145,761.98
Check	11/27/2020	50012	Bello, Tonia	11/27/20 Payroll	5910 · Payroll Expenses		34.35	145,727.63
Check	11/27/2020	50013	Bills, Joseph	11/27/20 Payroll	5910 · Payroll Expenses		92.35	145,635.28
Check	11/27/2020	50014	Peter, Virgil	11/27/20 Payroll	5910 · Payroll Expenses		1,291.13	144,344.15
Check	11/27/2020	50015	Sexton, Robert M	11/27/20 Payroll	5910 · Payroll Expenses		46.17	144,297.98
Total 1122 · Summit Payroll						208,304.72	186,558.51	144,297.98

**Gold Ridge Fire Protection District
Bank Accounts Register as of November 30, 2020**

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
1126 - Summit ICS								
Transfer	11/25/2020			Funds Transfer	1120 - Summit		100,000.00	1,364,352.74
Transfer	11/25/2020			Funds Transfer	1122 - Summit Payroll		200,000.00	1,264,352.74
Total 1126 - Summit ICS							300,000.00	1,064,352.74
TOTAL						337,615.12	639,980.50	1,497,123.06

Charles Lachman
Joe Petersen
Steve Petrucci
Robert Gloeckner
Domenic Carinalli
Mike Doyle
Christopher Tachouet
Shepley Schroth-Cary, Fire Chief
Date Approved

Gold Ridge Fire Protection District
Cal Card Report
November 2020

Num	Name	Memo	Paid Amount
60 · Services/Supplies			
6040 · Communications			
	Verizon Wireless	Nov 2020	776.50
	Comcast	Station 1	185.86
	Comcast	Station 2	392.88
	Comcast	Station 3	40.67
	Sonic Net	Internet/email services	12.00
	apple.com	storage plan	0.99
	Amazon.com	audible	14.95
	apple.com	storage plan	0.99
	Wal Mart	speaker for ST	74.50
	Best Buy	mic for ST	45.32
Total 6040 · Communications			1,544.66
6060 · Food			
	Costco	misc	
	Costco	MS office	
	Hopmonk	Lunch with Bill B	49.96
Total 6060 · Food			49.96
6080 · Household Expense			
	Home Depot	household	36.68
	Costco	misc	415.22
	Costco	MS office	
Total 6080 · Household Expense			451.90
6140 · Maintenance Equipment			
	Greg's Tires	tires for B8	1,000.00
Total 6140 · Maintenance Equipment			1,000.00
6180 · Building Maintenance			
	Prolighting	flag led light	34.11
	Amazon.com	LED sconces for meeting room	254.35
	Amazon.com	LED sconces for meeting room (spares)	50.87
	Lowe's	sta 1 landscaping	85.39
	Home Depot	stock tanks sta 1 landscaping	417.60
	Home Depot	sta 1 lanscaping	139.20
	Sebastopol Hardware	stock tank sta 1	207.09
	Grab n Grow	soil sta 1	129.09
Total 6180 · Building Maintenance			1,317.70

Gold Ridge Fire Protection District
Cal Card Report
November 2020

Num	Name	Memo	Paid Amount
6290 · Other Dept. Expense			
6848	Volunteer Fire Foundation	VOID: Balance	0.00
	Supply Cache	VFF return	-719.74
Total 6290 · Other Dept. Expense			-719.74
6400 · Office Expense			
	Vista Print	notecards and envelopes	152.72
	Costco	misc	
	Office Depot	supplies	21.74
Total 6400 · Office Expense			174.46
6405 · Computer Expenses			
	Costco	MS office	89.99
Total 6405 · Computer Expenses			89.99
6880 · Small Tools			
	Amazon.com	leak stop	58.43
	Home Depot	drill and screw drivers	212.02
Total 6880 · Small Tools			270.45
7201 · Gas/Oil			
	Gas	ST fuel - 8182	347.56
	Gas	ST fuel - Gino	107.75
	Gas	ST fuel - DG	95.34
	Gas	ST fuel - SS	157.22
Total 7201 · Gas/Oil			707.87
7300 · Transportation/Travel			
	Fastrak	Bridge Toll	6.00
	Hotel	ST Hotel DG	441.19
	Hotel	ST Hotel SS	1,022.03
Total 7300 · Transportation/Travel			1,469.22
Total 60 · Services/Supplies			6,356.47
TOTAL			6,356.47

Gold Ridge Fire Protection District
Split Detail - Operating Account
November 2020

Num	Date	Name	Memo	Account	Paid Amount
EFT	11/15/2020	US Bank Equipment ...	NOV 2020 copy machine	1120 · Summit	
			NOV 2020 copy machine	6400 · Office Expense	-281.45
TOTAL					-281.45
6820	11/10/2020	Randy Hanson Auto ...	RO No. 11036 Eng 8142	1120 · Summit	
			RO No. 11036 Eng 8142	6140 · Maintenance E...	-6,288.18
TOTAL					-6,288.18
6821	11/10/2020	Santa Rosa Jr College	(1) Fire 107.1 Inv AR21-00420	1120 · Summit	
			(1) Fire 107.1 Inv AR21-00420	7120 · Training	-208.96
TOTAL					-208.96
6822	11/10/2020	FDAC EBA	NOV 2020 Premiums	1120 · Summit	
			NOV 2020 Premiums	5930 · Health Insurance	-23,070.14
TOTAL					-23,070.14
6823	11/10/2020	CA EDD	L0684768736 944-0495-1	1120 · Summit	
			L0684768736 944-0495-1	5935 · Unemployment	-289.50
TOTAL					-289.50
6824	11/10/2020	Burton's Fire Apparat...	50669 50699 50766	1120 · Summit	
			50669 50699 50766	6140 · Maintenance E...	-348.41
TOTAL					-348.41
6825	11/10/2020	Sebastopol Hardware	October 2020	1120 · Summit	
			October 2020	6080 · Household Exp...	-71.21
TOTAL					-71.21
6826	11/10/2020	Goranson and Associ...	Audit 2019/20 First Progress ...	1120 · Summit	
			Audit 2019/20 First Progress Bi...	6630 · Audit Services	-7,000.00
TOTAL					-7,000.00

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
6827	11/10/2020	Bennett, Holden D	Company Officer 2A	1120 · Summit	
			Company Officer 2A	7120 · Training	-435.00
TOTAL					-435.00
6828	11/10/2020	Lake Parts, Inc.	Acct: 11963 OCT 2020	1120 · Summit	
			Acct: 11963 OCT 2020	6140 · Maintenance E...	-1,020.11
TOTAL					-1,020.11
6829	11/10/2020	L.N. Curtis & Sons	435442	1120 · Summit	
			435442	6880 · Small Tools	-446.27
TOTAL					-446.27
6830	11/10/2020	Life Assist Inc	1046920	1120 · Summit	
			1046920	6261 · Medical Supplies	-118.21
TOTAL					-118.21
6831	11/10/2020	The Rental Place	3 propane tanks	1120 · Summit	
			3 propane tanks	6180 · Building Mainte...	-16.45
TOTAL					-16.45
6832	11/10/2020	Santander Bank, N.A.	Invoice 2551705 Type III	1120 · Summit	
			Invoice 2551705 Type III	7910 · L.T. Debt Princi...	-27,795.40
			Invoice 2551705 Type III	7930 · L.T. Debt Interest	-10,349.81
TOTAL					-38,145.21
6833	11/10/2020	Peterson Trucks		1120 · Summit	
				6140 · Maintenance E...	-586.96
TOTAL					-586.96
6834	11/10/2020	Recology Sonoma M...	Acct: 1810286203 - OCT 2020	1120 · Summit	
			Acct: 1810286203 - OCT 2020	6080 · Household Exp...	-54.03
TOTAL					-54.03

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
6835	11/10/2020	AT&T		1120 · Summit	
			56680	6040 · Communications	-43.31
			54006	6040 · Communications	-166.79
TOTAL					-210.10
6836	11/10/2020	Ron Blair Signs	address sign numbers 13024	1120 · Summit	
			address sign numbers 13024	6180 · Building Mainte...	-112.58
TOTAL					-112.58
6837	11/17/2020	Rolando Moya	Rental paint	1120 · Summit	
			Rental paint	6180 · Building Mainte...	-6,262.00
TOTAL					-6,262.00
6838	11/15/2020	BWS Distributors	442832	1120 · Summit	
			442832	6881 · Safety Equipment	-111.35
TOTAL					-111.35
6839	11/15/2020	Fastrak	T717017337610	1120 · Summit	
			T717017337610	7300 · Transportation/...	-6.00
TOTAL					-6.00
6840	11/15/2020	Lockwood Computer ...	(2) New PC Setup station 2 In...	1120 · Summit	
			(2) New PC Setup station 2 Inv ...	6405 · Computer Expe...	-1,563.92
TOTAL					-1,563.92
6841	11/15/2020	TRU-SCAN Fingerpri...	25780 Sweeney	1120 · Summit	
			25780 Sweeney	6654 · Medical Exams	-58.00
TOTAL					-58.00
6842	11/15/2020	Sonoma County Fire ...	Shift Calendars 2021	1120 · Summit	
			Shift Calendars 2021	6461 · Operating Supp...	-118.90
TOTAL					-118.90

Num	Date	Name	Memo	Account	Paid Amount
6843	11/15/2020	Benedetti Tire	604402 604748	1120 · Summit	
			604402 604748	6140 · Maintenance E...	-3,491.82
TOTAL					-3,491.82
6844	11/15/2020	PG&E	5726858972-8	1120 · Summit	
			5726858972-8	7320 · Utilities	-145.94
TOTAL					-145.94
6845	11/15/2020	PG&E	0631728992-1	1120 · Summit	
			0631728992-1	7320 · Utilities	-51.93
TOTAL					-51.93
6846	11/15/2020	PG&E	4997833296-0	1120 · Summit	
			4997833296-0	7320 · Utilities	-202.78
TOTAL					-202.78
6847	11/15/2020	L.N. Curtis & Sons	439106	1120 · Summit	
			439106	6880 · Small Tools	-49.74
TOTAL					-49.74
6848	11/23/2020	Volunteer Fire Found...	VOID: Balance	1120 · Summit	
TOTAL					0.00
6849	11/30/2020	Volunteer Fire Found...	Balance	1120 · Summit	
			Balance	6290 · Other Dept. Ex...	-1,618.12
TOTAL					-1,618.12
6850	11/30/2020	George, Daniel J	Strike Team Reimbursement	1120 · Summit	
			mileage for Sheep, Trimmer, a...	7300 · Transportation/...	-50.00
			food for Sheep, Trimmer, and ...	6060 · Food	-512.00
TOTAL					-562.00

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
6851	11/30/2020	Musi-Tronics LLC	Inv. 197254	1120 · Summit	
			Inv. 197254	6149 · Radio Maintena...	<u>-66.65</u>
TOTAL					-66.65
6852	11/30/2020	Mossey's Metal Manu...	3128 broken bracket	1120 · Summit	
			3128 broken bracket	6140 · Maintenance E...	<u>-271.26</u>
TOTAL					-271.26
6853	11/30/2020	Peterson Trucks	228245 Repair 8161	1120 · Summit	
			228245 Repair 8161	6140 · Maintenance E...	<u>-1,583.88</u>
TOTAL					-1,583.88
6854	11/30/2020	North Bay Petroleum	1149	1120 · Summit	
			Station 1 gas/diesel delivery	7201 · Gas/Oil	-494.94
			Station 2 gas/diesel delivery	7201 · Gas/Oil	<u>-1,577.49</u>
TOTAL					-2,072.43
6855	11/30/2020	Pete's Automotive, Inc.	November 2020	1120 · Summit	
			November 2020	6140 · Maintenance E...	<u>-547.33</u>
TOTAL					-547.33
6856	11/30/2020	L.N. Curtis & Sons	441851	1120 · Summit	
			441851	6880 · Small Tools	<u>-116.23</u>
TOTAL					-116.23
6857	11/30/2020	Bauer Compressors	273168 cleaning solution	1120 · Summit	
			273168 cleaning solution	6880 · Small Tools	<u>-544.60</u>
TOTAL					-544.60
6858	11/30/2020	Sonoma Co Public W...	Sta #3 water account thru 11/...	1120 · Summit	
			Sta #3 water account thru 11/1...	7202 · Water/Sewer E...	<u>-73.77</u>
TOTAL					-73.77

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
6859	11/30/2020	Reliance Towing, Inc.	28709 tow 8161	1120 · Summit	
			28709 tow 8161	6140 · Maintenance E...	<u>-470.00</u>
TOTAL					-470.00
6860	11/30/2020	Mack Wallbed Systems	6053 beds at Sta. 2	1120 · Summit	
			6053 beds at Sta. 2	6180 · Building Mainte...	<u>-9,284.62</u>
TOTAL					-9,284.62
6861	11/30/2020	Bennett, Holden D	Crew Boss S-230 Engine Bos...	1120 · Summit	
			Crew Boss S-230 Engine Boss ...	7120 · Training	<u>-695.00</u>
TOTAL					-695.00
6862	11/30/2020	TRU-SCAN Fingerpri...	25811 Johnson	1120 · Summit	
			25811 Johnson	6654 · Medical Exams	<u>-58.00</u>
TOTAL					-58.00
6863	11/23/2020	U.S. Bank	Acct 4246 0445 5565 3785 thr...	1120 · Summit	
			Acct 4246 0445 5565 3785 thru...	Cal Card	<u>-6,356.47</u>
TOTAL					-6,356.47

Gold Ridge Fire Protection District
Split Detail - Payroll Account
November 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
EFT	11/12/2020	Innovative Business ...	11/12/20 Payroll Supp	1122 · Summit Payroll	
			11/12/20 Payroll Supp	5910 · Payroll Expenses	-4,354.72
			11/12/20 Payroll Supp	6540 · Payroll Services	-42.90
TOTAL					-4,397.62
EFT	11/13/2020	Innovative Business ...	11/13/20 Payroll	1122 · Summit Payroll	
			11/13/20 Payroll	5910 · Payroll Expenses	-72,890.15
			11/13/20 Payroll	5922 · FICA Retirement	-1,061.68
			11/13/20 Payroll	5924 · Medicare	-3,001.87
			11/13/20 Payroll	5910 · Payroll Expenses	-18,038.55
			11/13/20 Payroll	6540 · Payroll Services	-402.20
TOTAL					-95,394.45
EFT	11/27/2020	Innovative Business ...	11/27/20 Payroll	1122 · Summit Payroll	
			11/27/20 Payroll	5910 · Payroll Expenses	-64,543.78
			11/27/20 Payroll	5922 · FICA Retirement	-516.76
			11/27/20 Payroll	5924 · Medicare	-2,986.24
			11/27/20 Payroll	5910 · Payroll Expenses	-16,813.37
			11/27/20 Payroll	6540 · Payroll Services	-135.10
TOTAL					-84,995.25
50009	11/13/2020	Bello, Tonia	11/13/20 Payroll	1122 · Summit Payroll	
			11/13/20 Payroll	5910 · Payroll Expenses	-171.12
TOTAL					-171.12
50010	11/13/2020	Bello, Vail R	11/13/20 Payroll	1122 · Summit Payroll	
			11/13/20 Payroll	5910 · Payroll Expenses	-89.90
TOTAL					-89.90
50011	11/13/2020	Norris, Cameron	11/13/20 Payroll	1122 · Summit Payroll	
			11/13/20 Payroll	5910 · Payroll Expenses	-46.17
TOTAL					-46.17

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
50012	11/27/2020	Bello, Tonia	11/27/20 Payroll	1122 · Summit Payroll	
			11/27/20 Payroll	5910 · Payroll Expenses	<u>-34.35</u>
TOTAL					-34.35
50013	11/27/2020	Bills, Joseph	11/27/20 Payroll	1122 · Summit Payroll	
			11/27/20 Payroll	5910 · Payroll Expenses	<u>-92.35</u>
TOTAL					-92.35
50014	11/27/2020	Peter, Virgil	11/27/20 Payroll	1122 · Summit Payroll	
			11/27/20 Payroll	5910 · Payroll Expenses	<u>-1,291.13</u>
TOTAL					-1,291.13
50015	11/27/2020	Sexton, Robert M	11/27/20 Payroll	1122 · Summit Payroll	
			11/27/20 Payroll	5910 · Payroll Expenses	<u>-46.17</u>
TOTAL					-46.17

Gold Ridge Fire Protection District
Split Detail - Exchange Bank
November 2020

Num	Date	Name	Memo	Account	Paid Amount
EFT	11/11/2020	PERS	Payroll 10/16/20	1110 · Exchange Bank	
			EE Contribution	5910 · Payroll Expenses	-6,779.70
			ER Contribution	5923 · PERS	-11,163.54
TOTAL					-17,943.24
EFT	11/11/2020	Cal PERS 457 Plan	EE 457 10/16/20	1110 · Exchange Bank	
			EE 457 10/16/20	5910 · Payroll Expenses	-1,225.00
TOTAL					-1,225.00
EFT	11/17/2020	PERS	Payroll 10/30/20	1110 · Exchange Bank	
			EE Contribution	5910 · Payroll Expenses	-6,779.70
			ER Contribution	5923 · PERS	-11,163.54
TOTAL					-17,943.24
EFT	11/17/2020	Cal PERS 457 Plan	EE 457 10/30/20	1110 · Exchange Bank	
			EE 457 10/30/20	5910 · Payroll Expenses	-1,225.00
TOTAL					-1,225.00

Gold Ridge Fire Protection District
Profit & Loss Budget vs. Actual
 July through November 2020

	TOTAL				
	Nov 20	Jul - Nov 20	Budget	\$ Over Budget	% of Budget
Income					
10 · Tax Rev					
1000 · Prop Tax - CY secured	0.00	0.00	1,667,880.00	-1,667,880.00	0.0%
1001 · Flat Charges - CY	0.00	0.00	1,443,390.00	-1,443,390.00	0.0%
1011 · SB 2557 Prop Tax Admin	0.00	0.00	-19,755.00	19,755.00	0.0%
1020 · Prop Tax CY sup	0.00	0.00	31,262.00	-31,262.00	0.0%
1040 · Prop Tax -CY unsce	0.00	0.00	52,482.00	-52,482.00	0.0%
1042 · Cost Reimb-Coil Del CY Uns	0.00	0.00	0.00	0.00	0.0%
1060 · Prop Tax PY sec	0.00	0.00	-30.00	30.00	0.0%
1061 · Flat Charges PY	0.00	0.00	4,910.00	-4,910.00	0.0%
1070 · 1100 Prop Tx PY unsec	0.00	0.00	846.00	-846.00	0.0%
1080 · Property Taxes-PY Supp	0.00	0.00	-30.00	30.00	0.0%
Total 10 · Tax Rev	0.00	0.00	3,180,955.00	-3,180,955.00	0.0%
17 · Use of Money/Property					
1701 · Interest Earned	867.07	1,733.71	4,178.00	-2,444.29	41.5%
1801 · Rent of Real Estate	1,750.00	8,750.00	21,000.00	-12,250.00	41.67%
Total 17 · Use of Money/Property	2,617.07	10,483.71	25,178.00	-14,694.29	41.64%
20 · Intergovernmental Revenues					
2440 · ST-Homeowners Prop Tax Relief	0.00	0.00	10,380.00	-10,380.00	0.0%
2500 · ST -Other	11,391.93	17,371.26	100.00	17,271.26	17,371.26%
2900 · So. Co. Enhanced Services	0.00	600,000.00	600,000.00	0.00	100.0%
2910 · Government Agency - MRFD	7,694.40	17,624.99	20,000.00	-2,375.01	88.13%
2920 · Government Agency - NBF	0.00	163,522.08	650,000.00	-486,477.92	25.16%
2930 · So. Co. DSI	0.00	0.00	10,000.00	-10,000.00	0.0%
Total 20 · Intergovernmental Revenues	19,086.33	798,518.33	1,290,480.00	-491,961.67	61.88%
30 · Charges for Services					
3600 · Address Signs	590.00	590.00	550.00	40.00	107.27%
3661 · Fire Control Services	0.00	0.00	0.00	0.00	0.0%
3700 · Copy Fees	0.00	15.00	10.00	5.00	150.0%
Total 30 · Charges for Services	590.00	605.00	560.00	45.00	108.04%
40 · Miscellaneous Revenues					
4040 · Cell Tower	0.00	7,850.00	18,840.00	-10,990.00	41.67%
4100 · Workers' comp Ins. Refund	0.00	0.00	0.00	0.00	0.0%
4101 · Miscellaneous Revenues	0.00	831.83	1,000.00	-168.17	83.18%
4102 · Donations/Reimbursements	300.00	1,445.48	1,000.00	445.48	144.55%
Total 40 · Miscellaneous Revenues	300.00	10,127.31	20,840.00	-10,712.69	48.6%
Total Income	22,593.40	819,734.35	4,518,013.00	-3,698,278.65	18.14%
Gross Profit	22,593.40	819,734.35	4,518,013.00	-3,698,278.65	18.14%
Expense					
50 · Salaries/Emp Benefits					
5910 · Payroll Expenses	186,116.44	1,367,543.33	1,923,824.00	-556,280.67	71.09%
5911 · Extra Help	0.00	3,720.00	8,500.00	-4,780.00	43.77%
5912 · Strike Team Payroll Expenses	0.00	0.00	100.00	-100.00	0.0%
5913 · Boards	0.00	0.00	2,100.00	-2,100.00	0.0%
5915 · Overtime	0.00	0.00	60,000.00	-60,000.00	0.0%
5922 · FICA Retirement	1,578.44	29,685.84	9,957.00	19,728.84	298.14%
5923 · PERS	22,327.08	208,707.64	496,934.00	-288,226.36	42.0%
5924 · Medicare	5,988.11	41,808.33	28,765.00	13,043.33	145.34%
5930 · Health Insurance	23,070.14	115,350.70	369,340.00	-253,989.30	31.23%
5931 · Disability Insurance	0.00	5,178.00	5,111.00	67.00	101.31%
5935 · Unemployment	-427.50	1,010.50	2,000.00	-989.50	50.53%
5940 · Workers' Comp	0.00	45,900.00	162,504.00	-116,604.00	28.25%
Total 50 · Salaries/Emp Benefits	238,652.71	1,818,904.34	3,069,135.00	-1,250,230.66	59.26%

Gold Ridge Fire Protection District
Profit & Loss Budget vs. Actual
 July through November 2020

	TOTAL				
	Nov 20	Jul - Nov 20	Budget	\$ Over Budget	% of Budget
60 · Services/Supplies					
6020 · Clothing/Personal	0.00	3,914.36	12,000.00	-8,085.64	32.62%
6040 · Communications	1,754.76	10,350.56	20,000.00	-9,649.44	51.75%
6060 · Food	561.96	2,710.20	8,000.00	-5,289.80	33.88%
6080 · Household Expense	577.14	2,754.92	6,000.00	-3,245.08	45.92%
6100 · Insurance	0.00	20,436.00	20,500.00	-64.00	99.69%
6140 · Maintenance Equipment	15,607.95	56,055.59	55,000.00	1,055.59	101.92%
6149 · Radio Maintenance	66.65	2,299.73	5,000.00	-2,700.27	46.0%
6180 · Building Maintenance	16,993.35	39,418.57	25,000.00	14,418.57	157.67%
6261 · Medical Supplies	118.21	3,950.47	5,000.00	-1,049.53	79.01%
6280 · Memberships	0.00	11,970.00	25,000.00	-13,030.00	47.88%
6290 · Other Dept. Expense	898.38	151.99	6,000.00	-5,848.01	2.53%
6400 · Office Expense	455.91	3,698.35	8,000.00	-4,301.65	46.23%
6405 · Computer Expenses	1,653.91	2,492.64	2,500.00	-7.36	99.71%
6410 · Postage	0.00	176.37	900.00	-723.63	19.6%
6461 · Operating Supplies	118.90	1,273.84	10,000.00	-8,726.16	12.74%
6540 · Payroll Services	580.20	2,870.20	6,500.00	-3,629.80	44.16%
6587 · LAFCO Charges	0.00	3,867.00	3,900.00	-33.00	99.15%
6610 · Legal Services	0.00	0.00	6,000.00	-6,000.00	0.0%
6630 · Audit Services	7,000.00	7,000.00	12,000.00	-5,000.00	58.33%
6654 · Medical Exams	116.00	691.45	5,500.00	-4,808.55	12.57%
6800 · Public/Legal Notices	0.00	254.00	600.00	-346.00	42.33%
6801 · Newsletter	0.00	0.00	6,000.00	-6,000.00	0.0%
6880 · Small Tools	1,427.29	16,007.34	30,000.00	-13,992.66	53.36%
6881 · Safety Equipment	111.35	1,051.67	38,000.00	-36,948.33	2.77%
7005 · Election Expense	0.00	0.00	10,500.00	-10,500.00	0.0%
7120 · Training	1,338.96	9,736.15	14,000.00	-4,263.85	69.54%
7121 · Fire Prevention	0.00	7.56	1,800.00	-1,792.44	0.42%
7201 · Gas/Oil	2,780.30	16,076.03	25,000.00	-8,923.97	64.3%
7202 · Water/Sewer Expense	73.77	395.54	850.00	-454.46	46.53%
7300 · Transportation/Travel	1,525.22	8,404.03	3,700.00	4,704.03	227.14%
7320 · Utilities	400.65	1,567.88	7,700.00	-6,132.12	20.36%
Total 60 · Services/Supplies	54,160.86	229,582.44	380,950.00	-151,367.56	60.27%
75 · Other Charges					
7910 · L.T. Debt Principal	27,795.40	50,285.29	50,994.00	-708.71	98.61%
7930 · L.T. Debt Interest	10,349.81	16,005.97	15,297.00	708.97	104.64%
7970 · Taxes/Assessments	0.00	234.00	2,715.00	-2,481.00	8.62%
Total 75 · Other Charges	38,145.21	66,525.26	69,006.00	-2,480.74	96.41%
85 · Assets					
8510 · Building	0.00	0.00	50,000.00	-50,000.00	0.0%
8560 · Equipment	0.00	0.00	50,000.00	-50,000.00	0.0%
Total 85 · Assets	0.00	0.00	100,000.00	-100,000.00	0.0%
90 · Appropriations					
9000 · Contingencies	0.00	0.00	198,922.00	-198,922.00	0.0%
9010 · Improved Staffing/ALS	0.00	0.00	700,000.00	-700,000.00	0.0%
Total 90 · Appropriations	0.00	0.00	898,922.00	-898,922.00	0.0%
Total Expense	330,958.78	2,115,012.04	4,518,013.00	-2,403,000.96	46.81%
Net Income	-308,365.38	-1,295,277.69	0.00	-1,295,277.69	100.0%

MEMORANDUM OF UNDERSTANDING

Between the
Gold Ridge Fire Protection District
And the
Gold Ridge Paid Firefighters Association

Term Expiring December 31, 2021

SECTION 1 EMPLOYEE REPRESENTATION

1.1 The District recognizes the Association as exclusive representatives of employees in classifications covered by the Memorandum. This Memorandum shall apply to all permanent employees working in classifications listed below and to any other classifications, which may be established within the scope of the duties now included within these classifications:

1. LIEUTENANT 2. ENGINEER 3. FIREFIGHTER

1.2 The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of the Agreement:

- Personnel rules and Regulations;
- Employer-Association Member Relations Rules and Regulations;
- Fire District Standard Operating Procedures/Guidelines (“SOP” or “SOG”).

The District shall not change the rules and regulations listed in this section without first providing the Association with notice and an opportunity to meet and confer about matters within the scope of the representation under the Meyers-Milias-Brown Act.

SECTION 2 OBJECTIVES

- 2.1 The purpose of the Memorandum of Understanding is to promote an orderly and equitable policy for labor-management relations.
- 2.2 The District and the Association agree not to discriminate for or against any employee regardless of membership in the Association or because of reasonable activities on behalf of the Association.
- 2.3 Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the Gold Ridge Fire Protection District.
- 2.4 Term of this Memorandum of Understanding expires on December 31, 2021

SECTION 3 WAGES & HOURS

3.1 Salaries

Effective January 1st, 2020, the salaries of all employees covered in the Memorandum of Understanding shall be as stated in Appendix A. Effective July 1st, 2020, all employees shall receive a 5% increase in salaries. The basis of these computations shall be as follows:

- 3.1.1 Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2920.
- 3.1.2 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.
- 3.1.3 Salary adjustments: Should the District grant a cost of living increase on an employee's base pay, the pay shall be equivalent to the cost of living adjustment per the State of California Tax Bureau and is to take effect July 1st of the following year.

3.2 FLSA Work Period

- 3.2.1 The Gold Ridge Fire Protection District establishes a regular recurring work period of twenty-eight (28) consecutive days for its fire protection personnel, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

The District's 28-day, 207(k) work period begins at 0800 on July 1, 2017, ends twenty-eight days later on July 28, 2017 and recurs regularly thereafter.

The FLSA overtime threshold for the District's 28-day, 207(k) work period is 212 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 28-day period exceed 212.

Vacation and Sick Leave usage shall not reduce an employee's entitlement to this additional compensation.

3.3 Overtime

Employees shall be paid overtime in accordance with Section 207(k) of the Fair Labor Standards Act. Recall assignments shall be determined based on a list that will be maintained to track recall of full time staff. The purpose of the list will be to assure that staff receive equal overtime opportunities. Employees may cover either 56hr or 40hr station assignments if approved by the district to staff the station needing coverage. The rate of pay for overtime shall be one and one-half times the employee's hourly rate of pay inclusive of all applicable incentives. If an employee is working for a different hour schedule than their normal assignment, their base pay will be converted to the appropriate pay scale for which they are working.

3.4 Recall Pay

The District may recall off-duty personnel due to significant emergency incidents (fire, rescue, disasters) and to provide additional on-duty staffing during periods of elevated community risk (storms, Red Flag Warnings). Members recalled to duty on regularly scheduled day(s) off shall be paid at their overtime rate. The minimum compensated period for recalled staff will be 2 hours for incidents where the on-duty Battalion Chief has requested staffing.

3.5 Jury Duty

No deductions shall be made from the salary of any employee while the employee is on jury duty, provided the employee shall reimburse the District and compensation received, less mileage and expenses, received as a juror.

3.6 Salary Steps

Salary step increases shall be in one-year increments on the employee's anniversary date.

In the case of promotions, the employee will receive salary step increases on the anniversary date of promotion.

This step increase will automatically be applied on the appropriate anniversary or promotional date and will not be dependent on pending performance reviews except in the case where the employee has been subjected to disciplinary action that explicitly delays or cancels the step increase.

3.7 Out of Class Pay

Employees who are approved by the fire chief to work out of classification will be paid at the first step rate of the higher class position they are temporarily assigned to fill. For example a Firefighter temporarily assigned to the Engineer position will be paid at the Engineer step 1 rate for all time worked in that role. Strike team out of class pay is defined in SOP 1050.

3.8 Light Duty and Alternate Duty Assignments

Employees unable to perform their normal work duties may be assigned Light Duty if requested by the employee and authorized by the Fire Chief.

Employees may be assigned Alternate Duty to meet the needs of the department for district projects requiring resources beyond the on-duty staff. All alternate duty assignments are voluntary and must be authorized by the Fire Chief.

Light Duty and Alternate Duty assignments shall be treated as regular hours worked and subject to overtime in accordance with Section 207(k).

SECTION 4 STAFFING LEVELS

4.1 **First Right of Refusal**

All employees shall have "First Right of Refusal" within classification for all available shifts.

4.2 **Shift Trades**

The members of the association shall have the right to work shift trades with other qualified members at no disservice to the district.

The District is not responsible for ensuring trades are paid back; this responsibility solely rests upon the individuals who are engaged in this practice. **Full Shift trade policy is outlined in SOP 2-05.**

4.3 **Minimum Staffing**

4.3.1 The minimum staffing level shall be the following for each staffed station:

- One (1) Company officer: (Lieutenant/Engineer)
- One (1) Driver/Operator: (Engineer/Firefighter)
- **The above staffing may be covered by volunteers for short durations until employees are recalled to fill vacancies that occur during immediate need engine deployments.**

4.3.2 The District will to the best of its ability arrange following additional staffing when possible for each staffed station:

- One (1) Firefighter (stipend volunteer, or intern)

4.4 **Station Bids**

~~First selection of Station Bids will go into effect January 2021.~~

~~Station bidding will be seniority defined in Section 7.1.1~~

~~The process will start October 1st of every year and the Association will submit the staffing list to the Fire Chief by November 1st of the same year.~~

~~The Fire Chief will retain the right to assign personnel to apparatus or station to best meet operational needs. Examples of this include probationary personnel, newly promoted personnel, training and discipline.~~

4.5 **40 Hour Assignments**

Employees hired **or promoted** on or after September 1st, 2019 may be assigned to a 40 hour work week as operationally necessary.

Employees hired **or promoted** before September 1st, 2019 may only be assigned to a 40 hour work week if said employee agrees to do so.

4.6 **Out of County Assignment**

When on out of county assignment, the district will pay the cost of hotel accommodations if requested by all other engines of the strike team.

SECTION 5 GENERAL BENEFITS

The District agrees to provide the following general benefits to employees covered by this Memorandum of Understanding, subject to the rights and limitations imposed by the California Public Employees' Pension reform Act:

5.1 Health Insurance

- 5.1.1 Represented employees of the District and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.
- 5.1.2 Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing the coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

Employee with no dependents	\$689/month
Employee plus 1 dependent	\$1366/month
Employee plus 2 or more dependents	\$1776/month
- 5.1.3 The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed in 5.1.2 and the actual cost of the plan selected unless the District agrees to cover any or all of that cost for all employees. Any difference shall be deducted from the employee's pay.
- 5.1.4 For employees that receive health insurance from another source and decline health insurance for themselves and any dependents, the district will provide a \$250/month payment to assist with outside insurance costs. **Eligibility for this health insurance payment is defined in SOP XXXX**

5.2 Dental & Vision Insurance

5.2.1 Dental

Full-time employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group dental plan selected by the District. The District shall pay the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the plan.

5.2.2 Vision

Full-time employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group vision plan selected by the District. The District shall pay the actual premium charged by the approved vision insurance provider for providing coverage to the employees and their dependents under the terms of the plan.

5.3 **Deferred Compensation**

The District shall offer the employees a deferred compensation plan under IRS Regulation 457. The district shall make no contribution to said plan.

5.4 **Retirement**

5.4.1 The District shall provide Classic employees with 3% @ 55 plan, formula (Classic PERS). Classic employees shall pay 9% employee contribution of applicable compensation.

5.4.2 The District shall provide PEPRA employees, hired after January 1, 2013 with 2.7% @ 57 plan, formula (PEPRA Members). PEPRA employees shall pay 12.75% employee contribution of applicable compensation.

5.4.3 Retirement benefits for all employees covered in this Memorandum of Understanding shall be stated in the California Public Employee's Retirement System Benefit Summary for each of the above plans.

5.5 **Holidays**

All employees will be paid 24 hours overtime if their regularly scheduled day worked falls on one of the following holidays:

1. New Years Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday (February 12th)
4. Washington's Birthday (February 22nd)
5. Easter
6. Memorial Day
7. July 4th
8. Labor Day
9. Veteran's Day
10. Thanksgiving
11. Christmas

5.6 **Uniforms**

Uniforms will be provided to all Association members per Gold Ridge SOP 2-09.

5.7 **Leave of Absence**

5.7.1 Personal Leave

5.7.1.1 Alternative Leave

Employees shall receive twenty-four (24) hours of Alternative Leave per calendar year. The Alternative Leave hours may be used at the employee's discretion, subject to scheduling considerations of the District. Alternative Leave will not accumulate and can only be used within the calendar year it was received. Alternative Leave must be used in a whole twenty-four (24) hour block.

Alternate leave shall be paid by salary and not drawn from vacation or sick hours

5.7.1.2 Bereavement Leave

Bereavement Leave is intended for use after the death of immediate family member, live-in or domestic partner, grandparent, grandchild, or in-law.

An employee shall advise the on duty-chief officer as soon as possible, but no later than one (1) hour prior to the beginning of shift.

The employee will be allowed up to two (2) shifts (for 24-hour shift employees) or three (3) days (for 40-hour employees) per event; for example the employee may choose to use 24 hours immediately after the death and an additional 24 hours when services are held or any combination thereof.

Bereavement leave shall be paid by salary and not drawn from vacation or sick hours.

5.7.2 Sick Leave

5.7.2.1 Sick leave is an absence from work due to non-industrial illness or injury to an employee.

Sick leave may also include absence due to the birth of an employee's child, or illness or injury to a family member. Family members are the employee's child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, step parents, foster parents or any close relative residing in the employee's household.

Non-industrial illness or injury does not include injury or illness suffered in the course and scope of employment for the District or any other person or entity.

5.7.2.2 Accrual

All personnel assigned to 56-hour schedule shall accrue twelve (12) hours per month of sick leave. All personnel assigned to 40-hour schedule shall accrue twelve (8) hours per month of sick leave.

5.7.2.3 Use

Personnel shall use sick leave at the rate of one hour for each hour off

Employees must report sick leave absences at least one (1) hour in advance of the start of their shift to Company Officer at the staffing station or on-duty Battalion Chief.

5.7.2.4 Sick Leave Payoff at Retirement

Employees who retire or whose positions are eliminated and who have completed 5 consecutive years of employment with the district shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

5.7.2.5 Sick Leave Payoff Due to Death

Survivor(s) of each employee separated from the District service by death shall be entitled to payment at such employee's hourly rate of pay for one-half (1/2) of any accumulated but unused sick leave up to a maximum of (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

5.7.3 NEW PARENT LEAVE ACT

State Eligible employees may take parental leave up to 12 weeks to bond with a new child within one year of the child's birth, adoption, or foster care placement.

The employee shall be able to utilize accrued vacation pay, paid sick time, other accrued paid time off, or other paid or unpaid time off negotiated with the District during the period of parental leave. Paid leave will be taken at the employee's discretion from sick or vacation leave.

If both parents are employed by the District and both qualify for the requested leave, the leave is limited to 12 weeks combined.

Employees eligible for both FMLA and CFRA are not eligible for parental leave (Government Code § 12945.6).

5.7.4 Leave-of-Absence Without Pay

Under exceptional circumstances, the Fire Chief may, on written request, authorize a leave-or-absence without pay or benefits in accordance with federal law.

5.8 Vacation

5.8.1 Vacation Accrual shall occur at the rates below. If an employee separates from the district but returns within 18 months, then the cumulative time worked before and after the separation will be applied to Years of Service.

<u>Years of Service</u>	<u>Hours Accrued per Month</u>	
	<u>56-hour employees</u>	<u>40-hour employees</u>
0-5	12	9
6-10	18	14
11-15	22	17
16 or more	26	20

5.8.2 Vacation Rate

5.8.2.1 56-Hour Personnel

Twenty-four (24) hours equals one (1) shift.

5.8.2.2 40-Hour Personnel

One (1) hour off will be charged at one (1) hour of vacation.

5.8.3 Vacation Use

All personnel shall use vacation leave at a rate of one hour for each hour off.

5.8.4 Payout Upon Separation

For purposes of remuneration, at time of separation, employees will be credited at their hourly rate of pay for accrued hours of vacation.

Employees shall be compensated for unused vacation at the time of separation from the District either as monetary remuneration or as compensatory time off upon the agreement of both parties.

5.8.5 Anniversary Date

An Employee's anniversary date will be considered as the first (1st) of the month in which the employee became a full-time permanent employee. Date of promotion (Lieutenants, and Engineers) will establish a new anniversary date at the time of promotion.

5.8.6 Maximum Allowable Accumulated Vacation

Vacation accrual shall be capped at two years at the maximum rate of accrual (624 Hours)

5.8.7 Vacation may be donated by employees to each other for the purpose of trades or assistance to a coworker experiencing prolonged illness or injury.

~~5.9 — Personal Exposure Reporting~~

~~The District shall reimburse the Association the amount of twelve dollars (\$12.00) per person, per year, towards the Personal Exposure Reporting System.~~

SECTION 6 QUALIFICATIONS & CERTIFICATIONS

6.1 EMT Requirement

All members must possess and maintain a valid EMT certification at all times and as a condition of employment. If the member fails to maintain certification, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time as they can regain their EMT certification for a period not to exceed six (6) months. If the EMT certification has not been regained after six (6) months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the firefighter Procedural Bill of Rights.

As a courtesy, the District will track the employee's expiration of certification and provide a reminder to the employee three (3) months in advance of the expiration date and reasonable accommodation for recertification.

6.2 Drivers License

All members are required to possess DMV licensure (as appropriate for the employee's position), at all times during employment as a condition of employment. If the member fails to maintain licensure, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time they can regain their license for a period not to exceed six (6) months. If the license has not been regained after six (6) months, the

District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the firefighter Procedural Bill of Rights.

As a courtesy the District will track the employee's expiration of certification and provide a reminder to the employee three (3) months in advance of the expiration date and reasonable accommodation for recertification.

6.3 Position Continuity in the Event of Merger

In a case of a merger or annexation, employees will retain current positions while assigned to Gold Ridge stations. Employees may be posted to new district stations and will retain position but if additional training, classes, etc. are required to meet new district requirements, then the cost of this training or overtime will be covered by the fire district.

SECTION 7 SENIORITY

7.1 Seniority

Seniority for competitive purposes (e.g. vacation selections, layoffs, etc) is defined as the total length of full-time continuous service with the Gold Ridge Fire Protection District. In a case of a merger or annexation, the full-time hire date of the predecessor agency.

7.1.1 Seniority used for station Bids in Section 4.4 will be date of promotion (Lieutenants and Engineers) or date of hire for Firefighters.

7.1.2 In the event of identical promotional/hire dates, testing rank for employees evaluated in the same hiring test will be utilized for determining seniority.

7.2 Continuity of Service

Continuity of service will not be broken and seniority will accrue where an employee:

- Is inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marines, under any Act of Congress which provides that the employee is entitled to re-employment rights.
- Is on duty with the National Guard.
- Is absent due to lay-off for a period of less than 2 years.

7.3 Layoff

In case of personnel reduction, the employee with the least seniority will be laid off first. If an eliminated position is reestablished within 24 months from the date of layoff, the laid-off employee shall have a right to reinstatement with only pre-employment fit for duty exam pursuant to NFPA 1582.

SECTION 8 GRIEVANCE PROCEDURES

8.1 PURPOSE AND SCOPE

This policy establishes processes for resolving disputes or concerns regarding conditions of employment, unethical, wasteful or other inappropriate conduct.

This policy does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the Discriminatory Harassment Policy. This policy also does not apply to complaints consisting of any alleged misconduct or improper job performance by any member that, if true, would constitute a violation of federal, state or local law, or a violation of department policy or the standards established in the Personnel Complaints Policy.

This policy does not prohibit adverse administrative action taken for legitimate non-discriminatory or non-retaliatory reasons, including for-cause discipline.

The procedures set forth herein are intended to supplement and not limit a member's access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or collective bargaining agreement.

8.1.1 GRIEVANCE DEFINED

A grievance is any difference of opinion concerning terms or conditions of employment or the dispute involving the interpretation or application of any of the following documents:

- A collective bargaining agreement
- Department Policy and Procedures Manual
- Rules and regulations covering personnel practices or working conditions of members

A grievance includes any claim of waste, abuse of authority, gross mismanagement and any practice within the Department which may pose a threat to health, safety or security.

Grievances may be brought by an individual member or by a group representative.

8.2 POLICY

It is the policy of this department that all grievances be handled quickly and fairly without retaliation against a member who files a grievance, whether or not there is

a basis for the grievance. It is the philosophy of this department to promote free verbal communication between members and supervisors.

8.3 RETALIATION PROHIBITED

No member may retaliate against any person for reporting or making a complaint under this policy or for opposing a practice believed to be improper, unethical, wasteful, retaliatory or participating in any investigation pursuant to this policy or any other policy in this policy manual.

Employees found to be in violation of this policy are subject to discipline. Supervisors who condone or ignore violations of this policy or otherwise fail to take appropriate action to enforce this policy are also subject to discipline.

8.4 PROCEDURE

Except as otherwise required under a collective bargaining agreement, grievances as defined above, should be resolved using the following procedure.

8.4.1 COMMUNICATING GRIEVANCES

Members are encouraged to communicate with command personnel regarding any workplace problem or issue they feel needs immediate attention. Generally, any concern about a workplace situation should be first raised with the member's immediate supervisor unless that supervisor is part of the member's concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate.

Any member who feels threatened in any manner or is otherwise concerned about reporting to his/ her immediate supervisor may report this information directly to the Fire Chief or Administration without first reporting the information to their immediate supervisor or following the chain of command.

This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

8.4.2 GRIEVANCE RECEIPT

Upon receipt of an oral or written grievance, the receiving supervisor will promptly document the grievance, initiate the investigative process and ensure that the appropriate supervisor and the Administration are notified.

Investigations are generally more effective when the identity of the grieving member is known, thereby allowing investigators to obtain additional information from the reporting member. However, a grievance may be made anonymously.

All reasonable efforts should be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is produced as part of the process.

The supervisor receiving the grievance should explain to the grieving member how the matter will be handled.

8.4.3 RESOLVING GRIEVANCES

(a) Supervisors receiving grievances should attempt to resolve the issue through informal discussion with member.

(b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the member may request a meeting with the Battalion Chief.

(c) If a successful resolution is not found with the Battalion Chief, the member may request a meeting with the Fire Chief.

(d) If the member and the Fire Chief are unable to arrive at a mutual solution, then the member shall proceed as follows:

1. Submit in writing a written statement of the grievance and deliver one copy to the Fire Chief and another copy to the immediate supervisor and include the following information:

- (a) The basis for the grievance

- (b) What remedy or goal is being sought by this grievance

- (e) The Fire Chief will receive the grievance in writing. The Fire Chief and the District executive will review and analyze the facts or allegations and respond to the member within 14 calendar days. The response shall identify any corrective measures or other remedies as appropriate. The decision of the District executive is considered final.

8.5 RESPONSIBILITIES

8.5.1 MEMBER RESPONSIBILITIES

This policy is intended to support efforts to identify and remediate when appropriate, workplace issues. Members are encouraged to identify workplace issues to bring about positive change in the Department.

Members shall act in good faith and not file trivial grievances or grievances intended to harass or deflect scrutiny or blame to another.

Members shall make reasonable efforts to verify facts before making a grievance. Members shall not report or threaten to report information or a grievance knowing it to be false, with willful or reckless regard for the truth or falsity of the information or otherwise made in bad faith.

When making a grievance, members should provide as much information as possible and should cooperate fully with all investigations. Members shall maintain the confidentiality of any statements made in conjunction with an active grievance pursuant to this policy. This provision is not intended to diminish a member's rights or remedies afforded by applicable federal law, constitutional provision or collective bargaining agreement.

Any employee who believes that he/she has been subjected to reprisal or retaliation should immediately report the matter to a supervisor in the member's chain of command or to the Administration.

8.5.2 SUPERVISORS

Supervisors should make reasonable efforts to identify and remediate workplace issues and bring about positive change in the Department before issues escalate to the grievance level. Once a member has made the decision to file a grievance, supervisors shall not attempt to discourage the member, shall accept grievances and shall ensure that reasonable efforts are made to reach a prompt and fair resolution.

Supervisory personnel will:

- (a) Document all grievances received and all steps taken to resolve the issue.
- (b) Forward the documentation to the Administration Division Chief through the chain of command.
- (c) Monitor the work environment to ensure that any member making a grievance is treated with respect and no differently than non-complaining employees.
- (d) Communicate to all members the obligation not to engage in retaliation and follow-up periodically with the grieving member to ensure that retaliation is not occurring.

8.5.3 COMMAND STAFF

Command staff should ensure prompt resolution of all grievances, including the following:

- (a) Timely grievance recognition and acceptance

- (b) Appropriate documentation of the process and investigation
- (c) Remediation of any inappropriate conduct or condition and the implementation of measures to minimize the likelihood of reoccurrence
- (d) Timely communication of the outcome to the grieving member

8.6 MEMBER REPRESENTATION

Members are entitled to have representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.

8.7 GRIEVANCE RECORDS

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Administration Division Chief.

8.8 GRIEVANCE AUDITS

The Administration Division Chief or the authorized designee should perform an annual audit of all grievances filed the previous calendar year to evaluate whether any policy, procedure or training changes may be appropriate. The Administration Division Chief shall record these findings in a confidential memorandum to the Fire Chief without including any identifying information from any individual grievance.

SECTION 9 PEACEFUL RESOLUTION OF DIFFERENCES

Both parties recognize the desirability of continuous and uninterrupted operation of the District during the term of this contract and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause to work interruptions during the period of this Memorandum of Understanding.

The Association accordingly agrees that during the period this Memorandum of Understanding, no strikes of any kind shall be caused or sanctioned by the Association.

The District agrees that no lockouts of employees shall be instituted by the District during the term of this Memorandum of Understanding.

SECTION 10 MANAGEMENT RIGHTS

- 10.1 The District, on its own behalf and on the behalf of the taxpayers of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States, including but not without limiting the generality of the foregoing, the right:
- 10.1.1 To exercise executive management and administrative control of the District and its properties and facilities, and the duties of its employees during the hours of work.
 - 10.1.2 To hire all employees and subjects to the provision of the law, to determine their qualifications and the conditions of their continued employment or their dismissal and/or assign and transfer such employees.
 - 10.1.3 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof, and the Constitution and laws of the United States.

SECTION 11 SAVINGS CLAUSE

If any provision of this Memorandum of Understanding is held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, such provision shall be separable, the remainder of this agreement shall not be affected thereby.

SECTION 12 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective as of the date signed and shall remain in full force and effect until December 31 2020, unless the District and Association agree, in writing, sixty (60) days prior to the expiration date, to continue the Memorandum.

SECTION 13 FULL UNDERSTANDING CLAUSE

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein; and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety, if they conflict with this Memorandum of Understanding.

It is agreed and understood that each party hereto voluntarily waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. However, in the event of fiscal or operational crisis that could result in layoff of personnel and/or changes in statutory or decisional law, the District may implement change only after exhausting all obligations of meet and confer.

Nothing herein shall preclude or limit the District from making changes in matters not covered by the Memorandum but within the scope of representation. If the District intends to make such changes, it will give prior notice to the Association and an opportunity to meet and confer over said changes.

Nothing in this section shall preclude the parties from jointly agreeing to meet and confer on an issue(s) within the scope of representation during the term of this Memorandum of Understanding.



ADVANCED LIFE SUPPORT COVERAGE AGREEMENT

THIS ADVANCED LIFE SUPPORT COVERAGE AGREEMENT is made and entered into January 1, 2021 (“Effective Date”) between American Medical Response West (“AMR”) and Gold Ridge Fire Protection District (“Agency”). This Agreement supersedes any previous agreement between AMR and the Agency and serves as the sole contractual agreement between the two parties for term of services.

WHEREAS, the Agency is a political subdivision of the State;

WHEREAS, AMR is a licensed provider of high quality advanced life support (“ALS”) with the capability to provide ALS coverage within the Agency’s jurisdiction;

WHEREAS, AMR is contracted to provide ALS Emergency Ground Ambulance Services to the County of Sonoma per the Exclusive Operating Areas Agreement dated December 31, 2008;

WHEREAS, in order to assure that residents and visitors within the Agency’s jurisdiction receive appropriate ALS services when required as a result of injury or illness, the Agency desires to retain AMR to provide additional coverage within the Agency jurisdiction and AMR desires to provide such ALS coverage, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Coverage Area and Services.** The Agency hereby retains AMR to provide ALS coverage (the “Services”) within the Agency geographic area (the “Service Area”). Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. AMR will staff the following unit for deployment within at Agency Station #2: one (1) advanced life support ambulance 24/7/365 staffed with an emergency medical technician and paramedic. This unit may be repositioned from time-to-time and may provide services within the Service Area and outside the Service Area.

2. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

3. **Emergency Medical Services Schedule of Charges and Billing.** AMR will be responsible for billing and collections for all Services provided by AMR. Billing and settlement of claims will be at the sole discretion of AMR. Notwithstanding the foregoing, AMR will use reasonable efforts to establish payment plans for individuals with limited means and will consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of AMR. AMR will adhere to the Sonoma County published rates when it bills for emergency medical services within the Service Area. AMR will accept all calls without regard to gender, race, religion, age, nationality or ability to pay.

4. **Agency Contribution.** During the Term, the Agency will make an annual payment to AMR (the “Agency Contribution”) for purposes of offsetting the expenses of providing the Services described herein. The Agency Contribution shall be payable to AMR in equal monthly installments beginning January 1, 2021 and being due on the first of each month thereafter. The annual Agency Contribution shall be: two hundred fifty thousand dollars (\$250,000.00).

The Agency Contribution shall increase on each anniversary date of this Agreement equal to the percentage increase in the Medical CPI during the most recent 12 month period for which published figures are available from the U.S. Department of Labor. “Medical CPI” as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers (“CPI-U”), or the most comparable successor index if such index is discontinued, with a minimum increase of four percent (4.00%).

5. **Facilities.** Agency licenses AMR to right to use the Agency Station #2 located at 1690 Watertrough Road, Sebastopol, CA 95472 for stationing, quartering and parking ambulances used in the provision of Services pursuant to this Agreement. The license shall be without charge or rent to AMR.

6. **Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties

to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

7. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers' compensation insurance in the statutory required amounts.

8. **Term.** The initial term of this Agreement shall be for one year (1) from the Effective Date. This Agreement will automatically renew for successive one (1) year period subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

9. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within sixty (60) days of written notice thereof to the other party.

10. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Agency administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

11. **Laws and Regulatory.** The Parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and

Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

12. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be

effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed

within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Agency:

Fire Chief
Gold Ridge Fire Protection District
4500 Hessel Road
Sebastopol, California 95472

If to AMR:

Regional Director
American Medical Response
930 South A Street
Santa Rosa, CA 95404

With Mandatory Copy to:

Law Department
American Medical Response, Inc.
6363 S. Fiddler's Green Circle 15th Floor
Greenwood Village, Colorado 80111

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

American Medical Response West

By:

Sean Russell, Region President

Gold Ridge Fire Protection District

By:

Shepley Schroth-Cary, Fire Chief

**BEFORE THE BOARD OF DIRECTORS OF THE
GOLD RIDGE FIRE PROTECTION DISTRICT
COUNTY OF SONOMA, STATE OF CALIFORNIA**

IN THE MATTER OF: Resolution Number: 20/21-03

Approving the Department of Forestry and Fire Protection Agreement #7FG20046 for services from the date of last signatory on page 1 of the Agreement to June 30, 2021 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the **GOLD RIDGE FIRE PROTECTION DISTRICT**, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2020-21 up to and no more than the amount of \$20,000.

BE IT FURTHER RESOLVED that Shepley Schroth-Cary, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the **GOLD RIDGE FIRE PROTECTION DISTRICT**.

The foregoing resolution was duly passed and adopted by the Board of Directors of the **GOLD RIDGE FIRE PROTECTION DISTRICT**, at a regular meeting thereof, held on the 2nd day of December, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

Signature, Board of Directors Member

Robert Gloeckner, Chairman of the Board
Printed Name and Title

Signature, Board of Directors Member

Charles Lachman, Director
Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----
ATTEST:

I Leslie McCormick, Clerk of the GOLD RIDGE FIRE PROTECTION DISTRICT,
County of SONOMA, California do hereby certify that this is a true and correct copy of the original
Resolution Number 20/21-03.

WITNESS MY HAND OR THE SEAL OF THE GOLD RIDGE FIRE PROTECTION DISTRICT, on
this 2nd day of December, 2020.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Clerk of the Board, Gold Ridge Fire Protection District
Title and Name of Local Agency