

# Ebbetts Pass Fire District



## BOARD OF DIRECTORS NOTICE OF REGULAR MEETING

**Tuesday, December 12, 2017**  
**1037 Blagen Road, Arnold**  
**9:00 A.M.**

### MEMBERS OF THE BOARD

**Jon Dashner, President   J. Scott McKinney, Secretary**  
**Denny Clemens   Dan Leary   Thomas Sullivan**

### Concerning Public Comment

Please Note: The Board of Directors offers the opportunity for the public to speak to specific agenda items during the time that agenda item is discussed by the Board. The Board also allows an opportunity for the public to speak on non-agenda items during "public comments" prior to the conclusion of the meeting. The Board may not make any decision related to non-agendized items until the next Board meeting.

### AGENDA

1. **Call to Order, Flag Salute, Roll Call**
2. **Public Appearances/Comment:** The Board will hear public comment on any agendized or non-agendized item. The Board may discuss public comment but may not take action.
3. **Election of Board Officers for 2018 and Committee Appointment**
  - 3.1. Board President
  - 3.2. Board Secretary
4. **Consent Items:** Board action limited to discussion and approval of:
  - 4.1. Minutes: 11/21/17
  - 4.2. Acceptance of November 2017 Checks Listing and Authorize to File for Audit
5. **Committee Reports:** The Board will discuss the status of the following matters. The Board may take action on recommendations and/or give direction to staff or committee members related to follow-up on specific matters addressed by the committee.
  - 5.1. **Finance Committee** (Director Leary)
  - 5.2. **Personnel Committee** (Directors Leary & Sullivan)
  - 5.3. **Fire Prevention Committee** (Director Sullivan)
  - 5.4. **Apparatus & Equipment Committee** (Director Sullivan)

## **NOTICE OF REGULAR MEETING - continued**

December 12, 2017

6. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
  - 6.1. Special Districts Risk Management Authority Proposed Bylaw Revisions
  - 6.2. Special Districts Risk Management Authority Workers' Compensation Resolution for Governing Body Member and/or Volunteer Coverage
  - 6.3. End 30-Day Review:  
Policy 6325: Personnel – Position Description: Fire Chaplain
  
7. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.
  - 7.1. Administrative Report
  - 7.2. Legislative Report
  - 7.3. Fire Prevention
  - 7.4. Administrative - EMS
  
8. **Comments, Questions, and Consideration:** The Board will entertain comments and questions from the following individuals or representatives. The Board may discuss these comments or questions on these items but may not take action.
  - 8.1. Board Members
  - 8.2. Firefighters' Association
  - 8.3. Employees' Group
  - 8.4. Public Comments
  
9. **Adjournment of Regular Meeting**

**ADMINISTRATIVE STAFF:**

Michael Johnson, Fire Chief

Cheryl Howard, Secretary

# Ebbetts Pass Fire District



## **MINUTES** Board of Directors November 21, 2017

### **SUBJECT TO APPROVAL**

1. The meeting was called to order at 9:00 A.M. by President Jon Dashner and the Pledge of Allegiance was recited. Directors present: Jon Dashner, Dan Leary, Scott McKinney, and Thomas Sullivan.

District personnel present: Fire Chief Mike Johnson, Cheryl Howard  
Aaron Downing, Rodney Hendrix, Bryn Buhler

Others present: Mike Barr  
Denny Clemens  
Marvin Pescador of Nicholson & Olson Certified Public Accountants

Media present: none

2. **PUBLIC APPEARANCES/COMMENT – None**

3. **CONSENT ITEMS**

- 3.1. Mr. Sullivan made a motion to approve Consent Item 3.1. Mr. McKinney seconded; motion passed 4-0 (AYES: Dashner, Leary McKinney, Sullivan).
- 3.2. Mr. Leary made a motion to approve Consent Item 3.2. Mr. Sullivan seconded; motion passed 4-0 (AYES: Dashner, Leary McKinney, Sullivan).

4. **COMMITTEE REPORTS**

- 4.1. **Finance Committee (Directors Andrade & Leary)**

Chief Johnson reported that the committee had met and discussed the District's cash flow with the coming close of the dry period with using Teeter Funds currently at \$1.1 million at this time of the fiscal year. He noted that the District had received the GEMT audit results and he planned to survey to determine what other districts had been successful with in their own appeals.

4.2. Personnel Committee (Directors Leary & Sullivan)

Chief Johnson reported that there had been the recruitment for the replacement of a director on the Board which was later in the agenda. He also suggested the Board might want to consider moving the regular meeting next month to December 12. Following some discussion, the consensus of the Board members was to move the December regular meeting to the 12<sup>th</sup>.

4.3. Fire Prevention Committee (Directors Andrade & Sullivan)

Chief Johnson reported the County Counsel was reviewing the EPFD Ordinance and had promised to have it back to the District by the end of December. He also noted that personnel from the Building Department had met with Calaveras County fire chiefs and the County Administrative Officer to discuss streamlining fire district input on projects.

5. Scheduled Items:

5.1. Board Vacancy: Discussion and Possible Appointment to Fill Board Vacancy

Mr. Dashner noted that both applicants to the Board were present. He asked the applicants if there was anything they wanted to comment on and both replied there was not. Following some discussion, Mr. McKinney made a motion to appoint Denny Clemens as the choice of candidate for appointment to the Board of Directors. Mr. Leary seconded; motion passed 3-0-1 (AYES: Dashner, Leary, McKinney; ABSTAIN: Sullivan). The Board members thanked Mike Barr for his application and interest in the Board.

5.2. First Capital Equipment Leasing Corporation: 5-Year Lease Financing Option for the Purchase of a New Ambulance

Chief Johnson reported that he had been exploring financing options for the District and that he and the Finance Committee members recommended this type of loan which included payments two times a year and a \$19,000 installment payment with the quoted 3.873% interest rate. Mr. Sullivan asked what style of ambulance the District was looking at and the Fire Chief replied that it was the medic box on a chassis style as the District had now.

Battalion Chief Downing outlined the engine/chassis requirements including the need for chains systems, different vendor types, and the need for four-wheel-drive units.

Following further discussion, Mr. Leary made a motion to go for the proposed lease and authorize the Fire Chief to make the application. Mr. McKinney seconded; motion passed unanimously 5-0 (AYES: Clemens, Dashner, Leary, McKinney, Sullivan).

5.3. Resolution 2017-7: Resolution Declaring Items Surplus

Chief Johnson noted that the white pickup was being submitted for Board consideration for declaring surplus due to several recent costly repairs for the oil pump and fan clutch and for reaching the 100,000-mile mark even though it was still a nice-looking vehicle. He also reported that the lifts recently purchased from the

school district were unable to be used by the District due to the size limitations of the repair bay and he was asking to declare these also surplus because a buyer had been found for them. He noted that the purchase was for a portion in cash and the remaining portion as credit on the District's account for applying toward repairs on the District's apparatus. Mr. Sullivan made a motion to approve Resolution 2017-7 as presented. Mr. McKinney seconded; motion passed unanimously 5-0 (AYES: Clemens, Dashner, Leary, McKinney, Sullivan).

- 5.4. CalPERS Board of Administration: 2017 Member-at-Large Certified Election Results  
The Board members noted that David Miller had been elected.

- 5.5. Thank-you Letters Received for Assisting with Northern California Fires in October  
Chief Johnson noted that the District's assistance had been a fire-line medic: Eric Griffiths.

- 5.6. Proclamation Honoring Ron Andrade for his Service as a District Board Member  
Mr. Dashner read the proposed Proclamation. Mr. Sullivan made a motion to approve the Proclamation as written. Mr. Leary seconded; motion passed unanimously 5-0 (AYES: Clemens, Dashner, Leary, McKinney, Sullivan).

- 5.7. EPFD 2018 Medical Benefit Rates: Review Annual Increase in Employee Rates  
Chief Johnson noted that the increased rate amounted to currently \$27,000 increase for the fiscal year. Mr. Leary reported that the Finance Committee recommended the District continue with the increase for the six months of 2018 and then consider the financial impact for continuing into the next fiscal year and he then made that into the form of a motion. Mr. McKinney seconded; motion passed unanimously 5-0 (AYES: Clemens, Dashner, Leary, McKinney, Sullivan).

- 5.8. Begin 30-Day Review: Policy 6325: Personnel—Position Description: Fire Chaplain  
Chief Mike Johnson noted that he had brought this policy for Board consideration as he had a new person interested in becoming a Fire Chaplain with the District.

## 6. REPORTS

- 6.1. Administrative Report - Chief Mike Johnson wished all a Happy Thanksgiving and noted the Awards Dinner was on December 2<sup>nd</sup>.
- 6.2. Legislative Report - Chief Johnson reported that the GEMT QAF pool of funds as designed by SB523 was underway as the Governor did sign the legislation. EPFD is in the "loser's" category with approximately \$12,000 to be placed in the pool which benefits private ambulance companies.
- 6.3. Fire Prevention – No report
- 6.4. Administrative - EMS – No report

**7. COMMENTS, QUESTIONS, CONSIDERATIONS**

- 7.1. Board Members – Mr. Sullivan and the Board wished everyone a Happy Thanksgiving.

Mr. Clemens noted that he had a steep learning curve over the next few months yet he was looking forward to it. The other Board members welcomed him to the Board once again.

- 7.2. Firefighters Association – Awards Dinner on Saturday, December 2<sup>nd</sup>.

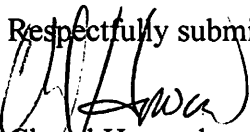
- 7.3. Employees' Group – Rodney Hendrix welcomed Denny Clemens as the new Board member and thanked the Board for absorbing the medical premium increase.

- 7.4. Public Comments – Mike Barr thanked the Board for the opportunity to apply for the Board.

**8. ADJOURNMENT**

Mr. Sullivan made a motion to adjourn. Mr. Leary seconded; motion passed unanimously.  
10:18 A.M.

Respectfully submitted,



Cheryl Howard  
District Secretary

# FIRE OPERATIONS ACCOUNT SUMMARY SHEET - NOV 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001.1-</b>					
Salaries/Wages	-.001	979,000	<b>77,445.42</b>	409,010.85	569,989.15	42%
Extra Hire	-.002	10,000	<b>0.00</b>	578.27	9,421.73	6%
Extra Hire - Intern	-.003	40,000	<b>1,460.88</b>	4,508.72	35,491.28	11%
ST/TF FF Payments	-.004	30,000	<b>1,219.56</b>	10,865.84	19,134.16	36%
Volunteer FF Relief	-.005	40,000	<b>424.48</b>	2,748.95	37,251.05	7%
Retirement	-.050	156,558	<b>0.00</b>	75,068.21	81,489.79	48%
Group Insurance	-.055	188,646	<b>16,502.21</b>	77,452.86	111,193.14	41%
Uniform Allowance	-.062	3,600	<b>0.00</b>	1,518.51	2,081.49	42%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111.1-</b>					
Safety Clothing	-.111	10,000	<b>0.00</b>	7,917.26	2,082.74	79%
Safety Equipment	-.115	6,000	<b>457.35</b>	457.35	5,542.65	8%
Communications-Radios	-.121	7,000	<b>0.00</b>	347.40	6,652.60	5%
Communications-Phone	-.124	12,000	<b>435.70</b>	4,227.87	7,772.13	35%
Food - Fire Line Meals	-.131	1,200	<b>92.63</b>	153.09	1,046.91	13%
Housekeeping	-.141	8,000	<b>188.21</b>	3,470.33	4,529.67	43%
Insurance-Prop/Liability	-.151	11,000	<b>0.00</b>	10,675.00	325.00	97%
Insurance-Workers Comp	-.153	61,215	<b>0.00</b>	37,684.19	23,530.81	62%
Maintenance-Apparatus	-.181	37,550	<b>6,022.36</b>	38,531.28	(981.28)	103%
Maintenance-Utilities	-.182	8,250	<b>1,301.55</b>	17,996.94	(9,746.94)	218%
Building Maintenance	-.201	12,500	<b>310.19</b>	5,057.80	7,442.20	40%
Emergency Care/Rescue	-.211	1,275	<b>0.00</b>	0.00	1,275.00	0%
Memberships	-.221	7,055	<b>0.00</b>	615.00	6,440.00	9%
Office Expense	-.241	12,050	<b>20.59</b>	2,897.51	9,152.49	24%
Office Expense-Postage	-.243	1,000	<b>0.00</b>	735.04	264.96	74%
Office Expense-Copies	-.245	1,500	<b>152.70</b>	476.92	1,023.08	32%
Professional Services	-.271	12,000	<b>461.25</b>	1,522.66	10,477.34	13%
Small Tools/FF Equipment	-.401	13,000	<b>172.99</b>	7,087.82	5,912.18	55%
Small Tools-Hose/SCBA	-.402	9,000	<b>81.46</b>	81.46	8,918.54	1%
Special District Expense	-.411	17,000	<b>124.12</b>	3,155.66	13,844.34	19%
SDE--Health Maintenance	-.412	4,000	<b>0.00</b>	146.42	3,853.58	4%
Training	-.422	5,000	<b>102.00</b>	1,357.43	3,642.57	27%
Travel/Education	-.478	9,000	<b>814.62</b>	814.62	8,185.38	9%
Transportation Fuel	-.480	20,000	<b>2,111.37</b>	5,708.64	14,291.36	29%
Utilities - Water/Sewer	-.501	10,280	<b>1,535.04</b>	4,605.12	5,674.88	45%
Utilities - Electrical	-.504	13,500		4,092.27	9,407.73	30%
Utilities - Propane	-.505	17,150	<b>1,130.70</b>	1,523.80	15,626.20	9%
LAFCO Fee	<b>5627</b>	2,614	<b>0.00</b>	2,613.27	0.73	100%
<b>FIXED ASSETS</b>						
Building Fund: Structures	<b>5640</b>	211,698	<b>0.00</b>	105,848.61	105,849.39	50%
Equipment	<b>5701</b>	-	<b>0.00</b>	0.00	-	#DIV/0!
<b>Fire Operation Fund Totals</b>		<b>1,989,641</b>	<b>112,567.38</b>	<b>851,552.97</b>	<b>1,138,088.03</b>	<b>43%</b>

**CHECKS ISSUED LISTING - Nov 2017****FIRE OPERATIONS**

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.1.001: SALARIES</b>			
	12576, 12623 Payroll / Statutory Elective Withholding		\$76,243.26
	12576, 12623 Paychex Fee	Employer Cost	\$297.64
1043868, 1044210	PARS	Employee Withholding	\$141.32
	12577, 12624 EPFF Local #3581	dues and meals withholding	\$763.20
<b>5001.1.002: EXTRA HIRE</b>			<i>none issued</i>
<b>5001.1.003: EXTRA HIRE - Interns</b>			
	12576, 12623 Intern Payroll / Statutory Withholding		1,352.88
1043868, 1044210	PARS withholding		108.00
<b>5001.1.004: Expenditure: ST/TF Firefighter Payment</b>			
	12576, 12623 Intern Payroll / Statutory Withholding		1,219.56
<b>5001.1.005: Expenditure: Volunteer Firefighter Payment</b>			
	12576, 12623 Payroll / Statutory Withholding		0.00
1043868, 1044210	PARS withholding		0.00
	1044228 PARS	monthly service fee	424.48
<b>5001.1.050: RETIREMENT (PERS)</b>			
	PERS	employer portion	
<b>5001.1.055: GROUP INSURANCE</b>			
	1044216 Caldwell Insurance Services	acc premium	3,742.00
	FDAC-EBA	vis/den/life ins premium	1,225.81
	12576, 12623 Supplemental Life Premium Withholding		-85.60
	SDRMA-Employee Benefit Service - medical premium		\$10,851.00
	1044225 Hometown Health	medical premium	769.00
<b>5001.1.062: UNIFORM ALLOWANCE</b>			<i>none issued</i>
<b>5111.1.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.1.115: SAFETY EQUIPMENT</b>			
	1044233 US Bank	intern badges	457.26
<b>5111.1.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>



## CHECKS ISSUED LISTING - Nov 2017

## FIRE OPERATIONS

### 5111.1.124: COMMUNICATIONS: TELEPHONE

1044214 AT&T	phone Sta. 4	127.36
1044219 Comcast Cable - Sta1	internet/phone monthly charges	308.34

### 5111.1.131: FOOD/FIRE LINE MEALS

1044233 US Bank	pizza for volunteer training	92.63
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### 5111.1.141: HOUSEHOLD EXPENSE

1044211 AmeriPride	towel service	154.88
1044222 Ebbetts Pass Lumber co	gutter scoop, 2x4s	33.33

### 5111.1.151: INSURANCE: PROPERTY/LIABILITY

*none issued*

### 5111.1.153: INSURANCE: WORKER'S COMPENSATION

*none issued*

### 5111.1.181: MAINTENANCE: APPARATUS

1044213 Arnold Auto Supply	various parts	1,443.62
1044220 Dapper Tire Co Inc	U1002: (4) rear tires	2,041.49
1044222 Ebbetts Pass Lumber co	U1002: rims	16.09
1044224 Hi-Tech EVS Inc	U1004: pump test	316.16
1044233 US Bank (Schandel Eqpt Repair)	U1004: primer pump; BIT insp	2,205.00

### 5111.1.182: MAINTENANCE: UTILITIES

1044213 Arnold Auto Supply	various parts	97.58
1044224 Hi-Tech EVS Inc	rear left light on tailgate	242.78
1044229 Sam Berri Towing	U3017: tow to Sonora Ford	218.75
1044231 Sonora Ford	U3017: repair Nox sensor	322.39
1044234 Arnold Automotive	U3020: oil service; annual service	420.05

### 5111.1.201: BUILDING & GROUNDS MAINTENANCE

1044222 Ebbetts Pass Lumber co	wire rope, stamp hanger	14.19
1044223 Fox Security	Sta.1&2 inspection; batteries	296.00

### 5111.1.211: EMERGENCY CARE

*none issued*

### 5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS

*none issued*

### 5111.1.241: OFFICE EXPENSE

1044233 U.S. Bank	Akismet/Sucuri	20.59
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### 5111.1.243: OFFICE EXPENSE: POSTAGE

JE Calaveras Co	mailing of checks	
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**CHECKS ISSUED LISTING - Nov 2017****FIRE OPERATIONS****5111.1.245: OFFICE EXPENSE: COPIES**

1044235 Zoom Imaging	copier maintenance	152.70
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**5111.1.271: PROFESSIONAL SERVICES**

1044230 Simas & Associates	legal services general	461.25
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**5111.1.401: SMALL TOOLS/FF EQUIPMENT**

1044222 Ebbetts Pass Lumber co	washer for weedwacher	12.33
1044233 US Bank	rope rescue items	160.66

**5111.1.402: SMALL TOOLS: HOSE / SCBA**

1044232 UPS	ship test bench for calibration	81.46
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**5111.1.411: SPECIAL DISTRICT EXPENSE**

1044233 US Bank: SAMBA	CA EPN reporting	26.45
1044233 US Bank	coin display stand	97.67

**5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE** *none issued***5111.1.422: TRAINING**

1044233 US Bank	EMT certification fee	102.00
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**5111.1.478: TRAVEL/EDUCATION/TRAINING**

1044233 US Bank	fees from hotel--CSDA conf	164.62
1044233 US Bank	grant consulting services	650.00

**5111.1.480: TRANSPORTATION FUEL**

1044221 Ebbetts Pass Gas Service	fuel	2,111.37
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**5111.1.501: UTILITIES: WATER/SEWER**

1044215 CCWD	water/sewer	1,535.04
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**5111.1.504: UTILITIES: ELECTRICITY**

JE CPPA	electricity	1,039.02
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**5111.1.505: UTILITIES: PROPANE**

1044221 Ebbetts Pass Gas Service	propane	1,130.70
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**5640 F: STRUCTURES***none issued***5701 F: EQUIPMENT***none issued*

# ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - NOV 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-.001	293,511	25,206.98	134,557.38	158,953.62	46%
Retirement	-.050	64,248	0.00	25,943.08	38,304.92	40%
Group Insurance	-.055	80,771	6,629.25	33,554.50	47,216.50	42%
Uniform Allowance	-.062	1,200	0.00	600.00	600.00	50%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-.111	2,728	0.00	2,727.27	0.73	100%
Safety Equipment	-.115	1,000	0.00	0.00	1,000.00	0%
Communications-Radios	-.121	1,000	0.00	43.43	956.57	4%
Communications-Phone	-.124	615	50.00	251.00	364.00	41%
Housekeeping	-.141	1,900	61.95	730.62	1,169.38	38%
Insurance-Prop/Liability	-.151	2,204	0.00	2,000.00	204.00	91%
Insurance-Workers Comp	-.153	17,050	0.00	10,000.00	7,050.00	59%
Maintenance-Apparatus	-.181	1,900	39.14	1,285.32	614.68	68%
Building Maintenance	-.201	-	0.00	0.00	-	
Emergency Care/Rescue	-.211	-	0.00	0.00	-	
Office Expense	-.241	-	0.00	0.00	-	
Office Expense-Copies	-.245	-	0.00	39.77	(39.77)	
Professional Services	-.271	2,200	0.00	0.00	2,200.00	0%
Small Tools/FF Equipment	-.401	-	0.00	0.00	-	
Small Tools-Hose/SCBA	-.402	500	0.00	0.00	500.00	0%
Special District Expense	-.411	700	2.70	34.82	665.18	5%
SDE--Health Maintenance	-.412	3,000	0.00	127.00	2,873.00	4%
SDE--Administration Fee	-.413	18,114	0.00	0.00	18,114.00	0%
Training	-.422	1,500	0.00	0.00	1,500.00	0%
Travel/Education	-.478	2,700	0.00	0.00	2,700.00	0%
Transportation Fuel	-.480	6,500	646.45	2,734.34	3,765.66	42%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	3,623		0.00	3,623.00	0%
<b>Engine Paramedic Program Totals</b>		506,964	32,636.47	214,628.53	292,335.47	42%

# CHECKS ISSUED LISTING - Nov 2017    ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.2.001: SALARIES</b>			
12576, 12623	Payroll / Statutory Elective Withholding		\$24,748.30
12576, 12623	Paychex Fee	Employer Cost	\$68.68
1043868, 1044210	PARS	Employee Withholding	\$0.00
12577, 12624	EPFF Local #3581	dues and meals withholding	\$390.00
<b>5001.2.050: RETIREMENT (PERS)</b>			
	PERS	employer portion	
<b>5001.2.055: GROUP INSURANCE</b>			
1044216	Caldwell Insurance Services	acc premium	\$500.00
	FDAC-EBA	vis/den/life ins premium	\$524.25
12576, 12623	Supplemental Life Premium Withholding		(\$42.00)
	SDRMA-Employee Benefit Service - medical premium		\$5,647.00
<b>5001.2.062: UNIFORM ALLOWANCE</b>			<i>none issued</i>
<b>5111.2.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.2.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.2.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.2.124: COMMUNICATIONS: TELEPHONE</b>			
1044219	Comcast Cable - Sta1	portion internet/phone	\$50.00
<b>5111.2.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.2.141: HOUSEHOLD EXPENSE</b>			
1044211	AmeriPride	towel service	61.95
<b>5111.2.151: INSURANCE: PROPERTY/LIABILITY</b>			<i>none issued</i>
<b>5111.2.153: INSURANCE: WORKER'S COMPENSATION</b>			<i>none issued</i>
<b>5111.2.181: MAINTENANCE: APPARATUS</b>			
1044222	Ebbetts Pass Lumber Co	U1005: bushings, receptacle	39.14

## CHECKS ISSUED LISTING - Nov 2017    ENGINE PARAMEDIC

5111.2.201: BUILDING & GROUNDS MAINTENANCE	<i>none issued</i>
5111.2.211: EMERGENCY CARE	<i>none issued</i>
5111.2.241: OFFICE EXPENSE	<i>none issued</i>
5111.2.245: OFFICE EXPENSE: COPIES	<i>none issued</i>
5111.2.271: PROFESSIONAL SERVICES	<i>none issued</i>
5111.2.401: SMALL TOOLS / ALS EQUIPMENT	<i>none issued</i>
5111.2.402: SMALL TOOLS: HOSE / SCBA	<i>none issued</i>
5111.2.411: SPECIAL DISTRICT EXPENSE	
1044233 US Bank: SAMBA Holdings    EPN report	\$2.70
5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE	<i>none issued</i>
5111.2.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE	<i>none issued</i>
5111.2.422: TRAINING	<i>none issued</i>
5111.2.478: TRAVEL/EDUCATION/TRAINING	<i>none issued</i>
5111.2.480: TRANSPORTATION FUEL	
1044221 Ebbetts Pass Gas Service    fuel	646.45
5411 P: SPECIAL TAX HANDLING FEE	<i>none issued</i>

## STATION 3 A ACCOUNT SUMMARY SHEET - Nov 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-.001	1,011,073	79,392.46	417,136.35	593,936.65	41%
Retirement	-.050	187,951	0.00	81,301.32	106,649.68	43%
Group Insurance	-.055	273,264	20,818.62	106,217.82	167,046.18	39%
Uniform Allowance	-.062	4,800	0.00	2,400.00	2,400.00	50%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-.111	11,890	0.00	11,889.50	0.50	100%
Safety Equipment	-.115	2,250	0.00	255.02	1,994.98	11%
Communications-Radios	-.121	4,500	0.00	347.45	4,152.55	8%
Communications-Phone	-.124	3,325	230.32	1,295.86	2,029.14	39%
Food - Fire Line Meals	-.131	400	0.00	136.23	263.77	34%
Housekeeping	-.141	4,624	232.34	1,654.13	2,969.87	36%
Insurance-Prop/Liability	-.151	6,000	0.00	6,000.00	-	100%
Insurance-Workers Comp	-.153	50,000	0.00	20,000.00	30,000.00	40%
Maintenance-Apparatus	-.181	-	0.00	0.00	-	
Maintenance-Ambulances	-.183	31,250	1,853.17	18,074.03	13,175.97	58%
Building Maintenance	-.201	5,000	90.50	1,313.44	3,686.56	26%
Emergency Care/Rescue	-.211	30,000	0.00	12,286.18	17,713.82	41%
Memberships	-.221	150	0.00	0.00	150.00	0%
Office Expense	-.241	1,800	0.00	871.64	928.36	48%
Office Expense - Copies	-.245	105	0.00	104.00	1.00	99%
Professional Services	-.271	59,640	1,962.00	14,901.16	44,738.84	25%
Small Tools/FF Equipment	-.401	6,000	64.19	1,586.52	4,413.48	26%
Small Tools-Hose/SCBA	-.402	1,050	0.00	11.93	1,038.07	1%
Special District Expense	-.411	13,136	574.80	8,480.22	4,655.78	65%
SDE--Health Maintenance	-.412	3,000	0.00	0.00	3,000.00	0%
SDE--Administrative Fee	-.413	45,261	0.00	0.00	45,261.00	0%
Training	-.422	2,000	289.59	591.54	1,408.46	30%
Travel/Education	-.478	4,500	650.00	650.00	3,850.00	14%
Transportation Fuel	-.480	11,000	1,319.39	5,870.44	5,129.56	53%
Utilities - Water/Sewer	-.501	900	297.47	675.10	224.90	75%
Utilities - Electrical	-.504	1,900		593.29	1,306.71	31%
Utilities - Propane	-.505	5,000	0.00	244.78	4,755.22	5%
BANK CHARGES - Lockbox Account	5403	1,800	148.30	604.15	1,195.85	34%
SPECIAL TAX HANDLING FEE	5411	8,276	0.00	0.00	8,276.00	
REFUND OVERPAYMENT	5612	25,000	0.00	11,828.17	13,171.83	
<b>FIXED ASSETS</b>						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	-	0.00	0.00	-	
<b>Fire Operation Fund Totals</b>		1,816,845	107,923.15	727,320.27	1,089,524.73	40%

**CHECKS ISSUED LISTING - Nov 2017****STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.3.001: SALARIES</b>			
12576, 12623	Payroll / Statutory Elective Withholding		\$77,574.50
12576, 12623	Paychex Fee	Employer Cost	\$274.76
1043868, 1044210	PARS	Employee Withholding	\$0.00
12577, 12624	EPFF Local #3581	dues and meals withholding	\$771.60
<b>5001.3.050: RETIREMENT (PERS)</b>			
	PERS	employer portion	\$10,715.78
<b>5001.3.055: GROUP INSURANCE</b>			
1044216	Caldwell Insurance Services	acc premium	\$2,000.00
	Benefit & Risk Mgt Services	vis/den/life ins premium	\$1,577.22
12576, 12623	Supplemental Life Premium Withholding		(\$134.60)
	SDRMA-Employee Benefit Service - medical premium		\$17,376.00
<b>5001.3.062: UNIFORM ALLOWANCE</b>			<i>none issued</i>
<b>5111.3.111: SAFETY CLOTHING</b>			<i>none issued</i>
<b>5111.3.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.3.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>
<b>5111.3.124: COMMUNICATIONS: TELEPHONE</b>			
1044219	Comcast - Sta. 3	monthly service	230.32
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.3.141: HOUSEHOLD EXPENSE</b>			
1044211	AmeriPride	towel service	92.93
1044233	US Bank (Calcard)	vacuum	139.41
<b>5111.3.151: INSURANCE: PROPERTY/LIABILITY</b>			<i>none issued</i>
<b>5111.3.153: INSURANCE: WORKER'S COMPENSATION</b>			<i>none issued</i>
<b>5111.3.181: MAINTENANCE: APPARATUS</b>			<i>none issued</i>

**CHECKS ISSUED LISTING - Nov 2017****STATION 3 A****5111.3.183: MAINTENANCE: AMBULANCES**

1044213 Arnold Auto Supply	various parts	249.10
1044222 Ebbetts Pass Lumber co	U6003: qk link; U3505 screw, tie	55.77
1044233 US Bank (On-Spot Chains)	parts for on-spot systems	957.77
1044234 Arnold Automotive	U3506: oil serv, F&R end, trans	590.53

**5111.3.201: BUILDING & GROUNDS MAINTENANCE**

1044222 Ebbetts Pass Lumber Co	varnish, cover	90.50
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**5111.3.211: EMERGENCY CARE***none issued***5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS***none issued***5111.3.241: OFFICE EXPENSE***none issued***5111.3.271: PROFESSIONAL SERVICES**

1044227 Novato Fire District	billing service - Aug & Sept	1,962.00
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**5111.3.401: SMALL TOOLS/FF EQUIPMENT**

1044222 Ebbetts Pass Lumber co	batteries, padlock	64.19
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**5111.3.402: SMALL TOOLS: HOSE / SCBA**

10844 Heidi Lawson Industrial Sewing	repair splint bag	188.49
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**5111.3.411: SPECIAL DISTRICT EXPENSE**

1044233 US Bank: SAMBA Holdings	EPN report	\$10.80
1044233 US Bank	flu vaccination	\$564.00

**5111.3.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE** *none issued***5111.3.413: SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE** *none issued***5111.3.422: TRAINING**

1044212 American Safety & Health Inst.	CPR supplies	289.59
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**5111.3.478: TRAVEL/EDUCATION/TRAINING***none issued*

1044233 US Bank	grant consulting services	650.00
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**5111.3.480: TRANSPORTATION FUEL**

1044221 Ebbetts Pass Gas Service	fuel	993.41
1044218 Chevron	fuel	325.98



**CHECKS ISSUED LISTING - Nov 2017****STATION 3 A****5111.3.501: UTILITIES: WATER/SEWER**

1044215 CCWD

water/sewer

297.47

**5111.3.504: UTILITIES: ELECTRICITY**

JE CPPA

electricity

151.42

**5111.3.505: UTILITIES: PROPANE**

1044221 Ebbetts Pass Gas Service

propane

0.00

**5403 A: BANK CHARGES**

JE WestAmerica Bank

lockbox account fee

\$148.30

**5411 A: SPECIAL TAX HANDLING FEE***none issued***5640 A: STRUCTURES***none issued***5701 A: EQUIPMENT***none issued***8001/5612 A: REFUNDS***none issued*

# Ebbetts Pass Fire District

## Board of Directors

### Committee Appointments 2017

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**Ron Andrade      Jon Dashner      Dan Leary      Scott McKinney      Tom Sullivan**

<u>Finance</u>	<u>Personnel</u>	<u>Fire Prevention</u>
Ron Andrade	Dan Leary	Ron Andrade
Dan Leary	Tom Sullivan	Tom Sullivan
	Alternate: Jon Dashner	Alternate: Jon Dashner

#### Apparatus & Equipment

Jon Dashner  
Tom Sullivan

### Committee Appointments 2018:

<u>Finance</u>	<u>Personnel</u>	<u>Apparatus/Equipment</u>	<u>Fire Prevention</u>

November 22, 2017

Mr. Michael Johnson  
Fire Chief  
Ebbetts Pass Fire District  
Post Office Box 66  
Arnold, California 95223-0066

**Re: Proposed Bylaw Revisions**

Dear Mr. Johnson,

On November 1, 2017, the SDRMA Board of Directors approved tentative Bylaw revisions in draft form and authorized staff to send the proposed Bylaw revisions to members for review and comment. Current Bylaws require that members receive a draft of the proposed Bylaw revisions at least 30 days before final approval by the SDRMA Board of Directors. The Board will take final action on the revised Bylaws at the next regular board meeting at 8:30 a.m. on January 4, 2018 in Sacramento, California at the SDRMA administration building.

Regarding the Bylaw revisions, there was an issue that needed to be addressed to protect the overall pool regarding member terminations as well as some minor housekeeping revisions. For your review we have attached a copy of the "redlined" version of the Bylaws showing proposed revisions and a "clean" version with the proposed revisions incorporated into the Bylaws.

**There is no action required by your agency.** However, if you have any comments on the proposed Bylaw revisions mail them to:

SDRMA  
c/o Greg Hall, CEO  
1112 I Street Suite 300  
Sacramento, California 95814

Thank you for helping make SDRMA a premier risk management provider! If you have any questions, please contact the C. Paul Frydendal, Chief Operating Officer at 800.537.7790 or 916.231.4141 or by email at [pfrydendal@sdрма.org](mailto:pfrydendal@sdрма.org).

Sincerely,  
Special District Risk Management Authority



Jean Bracy, President  
Board of Directors

RECEIVED

DEC - 1 2017

Ebbetts Pass Fire District

## BYLAWS OF SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

### ARTICLE I MEMBERSHIP

**1. Eligibility**

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

**2. Participating Member**

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

**3. Successor Member Entity**

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

**4. Annual Membership Meeting**

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.* (the "Brown Act")). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

### ARTICLE II BOARD OF DIRECTORS

**1. Powers**

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;



- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

## **2. Nomination of Directors**

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

## **3. Terms of Directors**

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

## **4. Election of Directors**

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the

Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

**5. Vacancy**

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

**6. Meetings**

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

**7. Quorum and Required Vote**

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

**8. Expenses**

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

**ARTICLE III  
OFFICERS AND EMPLOYEES**

**1. President, Vice President and Secretary**

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.



The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

**2. Board Committees**

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

**3. Chief Executive Officer**

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

**4. Execution of Contracts**

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

**5. Resignation**

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV  
DESIGNATED ENTITY**

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

## ARTICLE V JOINT PROTECTION PROGRAMS

### 1. Implementation of Joint Protection Programs

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

### 2. Method of Calculating Contributions

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

## ARTICLE VI FINANCIAL AFFAIRS

### 1. Accounts and Records

In compliance with California Government Code Sections 6505.5 and 6505.6 (or as they may be amended), the Treasurer of the Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice generally accepted accounting principles, the Governing Documents, applicable law, or any Resolution of the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

### 2. Audit

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards and accounting principles. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination with the State Controller and the Auditor-Controller of Sacramento County. A copy will also be posted to the Authority's website.

### 3. Annual Budget

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

### 4. Risk Sharing

- a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.
- b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:
  - i. The Member's loss experience in comparison to the loss experience of the other members;



- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

**5. Distribution of Net Position**

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

**6. Assessments**

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

**7. Fiscal Year**

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

**8. Agency Funds; No Loans**

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

**9. Grants and Donations**

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for

purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

#### 10. Recovery of Payment

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

### ARTICLE VII

#### WITHDRAWALS; TERMINATION OF MEMBERSHIP

##### 1. Withdrawal from Programs

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

##### 2. Involuntary Termination

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

##### 3. Notification; Hearing, Obligations Upon Involuntary Termination

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

If the Chief Executive Officer determines that cause exists for a Member's termination and that the Member should, in the best interest of the Authority, be terminated, the Chief Executive Officer shall issue a written notice to the Member,



sent by certified or first class mail, stating the reason or reasons for the proposed termination. In addition, the notice shall state that the Board of Directors, at the next regularly scheduled meeting or at a special meeting, on a date specified in the notice at least thirty (30) days following the date of the notice, will consider the Member's termination at the recommendation of the Chief Executive Officer, and invite the Member to request a hearing on the proposed termination at the board meeting. Any request for a hearing must be made within ten (10) days of the date of the notice. If a hearing is timely requested by the Member at the meeting specified in the notice the Chief Executive Officer shall present the case for termination for cause to the Board of Directors. The Member shall have a reasonable opportunity to present its case to the Board of Directors and may attempt to show that since the date of the notice, it has undertaken steps to cure any curable grounds for termination.

~~In the event of a termination for cause by the Board of Directors, a Member may be terminated only after a written notice sent by certified or first class mail from the Chief Executive Officer of the Authority, stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in the Authority. The Chief Executive Officer of the Authority shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.~~

~~The decision by a majority of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination after notice and hearing shall take effect thirty (30) days after the decision to terminate is approved by the Board of Directors. Notice of the Board's decision shall be given to the Member by certified or first class mail within five (5) days following the decision of the Board of Directors and shall state the effective date of the termination.~~

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, Section 6 of these Bylaws.

#### 4. Voluntary Withdrawal from Agreement

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

#### 5. Payment Upon Termination of Membership

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

#### 6. Continued Liability

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

### ARTICLE VIII

#### TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
  - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing

throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.

- b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.
  - c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
  3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

## **ARTICLE IX**

### **PROVISIONS RELATING TO CSDA**

#### **1. Board of Directors; Alliance Executive Council**

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.



**ARTICLE X**  
**AMENDMENTS; EFFECTIVE DATE**

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

**ARTICLE XI**  
**PRIOR BYLAWS REVOKED**

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

\* \* \* \* \*

AYES:

NOES:

ABSTAINED:

ABSENT:

**Approved:**

\_\_\_\_\_  
~~David Aranda~~Jean Bracy, President - Board of Directors  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

January 4, 2018  
Date

**Attested:**

\_\_\_\_\_  
Gregory S. Hall, ARM, Chief Executive Officer  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

November 30, 2017

Ms. Cheryl Howard  
District Secretary  
Ebbetts Pass Fire District  
Post Office Box 66  
Arnold, California 95223-0066

**Re: Workers' Compensation Resolution for Governing Body Member and/or Volunteer Coverage**

Dear Ms. Howard,

Recently our excess carrier has made us aware that SDRMA Workers' Compensation (WC) members need to pass a **new Resolution** if they would like to continue (or start) covering their Governing Body members and/or volunteers.

Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a Resolution by the Governing Body of the agency so declaring, be deemed to be an employee for workers' compensation purposes. Thus, if such a resolution is adopted, and the volunteer is injured while performing duties for the agency, the volunteer is entitled to receive workers' compensation benefits and their exclusive remedy for recovery against the agency is through the Workers' Compensation system.

Such Governing Body members and/or volunteers may be covered for workers' compensation benefits only if a Resolution to that effect is adopted by the Governing Body pursuant to Labor Code § 3363.5 and a copy of the Resolution is filed with SDRMA.

A new Resolution (see attached) has been created by our coverage counsel. The Resolution permits your Governing Body to designate the various categories of persons who the agency desires to "deem" to be employees for purposes of workers' compensation. It declares, on a blanket basis, that the designated categories of volunteers are deemed employees and those categories consist of Governing Body Members, persons performing voluntary service, persons on work study, interns, and other volunteers. In addition, those so designated persons also need to be listed under our Workers' Compensation Program (which includes paying an annual contribution amount) to enable coverage.

When using the sample Resolution provided, please do not make any changes other than the areas highlighted in yellow. **To ensure accurate and timely implementation of your Resolution, please return your Governing Body approved Workers' Compensation Resolution as soon as possible by fax or email.** A Microsoft Word version of the sample Resolution can be downloaded at <http://www.sdrma.org/program-coverages/workers-compensation-program>. If your agency has any questions please contact Ellen Doughty, Chief Member Services Officer, at 800.537.7790 or [edoughty@sdrrma.org](mailto:edoughty@sdrrma.org).

Sincerely,  
Special District Risk Management Authority



Gregory S. Hall, ARM  
Chief Executive Officer

Enclosures: Sample Resolution for Covering Governing Body and/or Volunteers

RECEIVED  
DEC - 4 2017  
EBBETTS PASS FIRE DISTRICT

**RESOLUTION No. 2017-8**

**RESOLUTION OF THE GOVERNING BODY OF  
THE EBBETTS PASS FIRE DISTRICT,  
DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL  
BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF  
PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN  
INDIVIDUALS WHILE PROVIDING THEIR SERVICES**

---

**WHEREAS**, the Ebbetts Pass Fire District utilizes the services of Governing Body Members and Volunteers;  
and

**WHEREAS**, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

**WHEREAS**, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

- ☐ All Members of the Governing Body of the Ebbetts Pass Fire District as presently or hereafter constituted, and/or
- ☐ All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses
- ☐ Individuals on Work-study programs
- ☐ Interns
- ☐ Other Volunteers
- ☐ \_\_\_\_\_  
[designate]

**NOW, THEREFORE, BE IT RESOLVED**, that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Ebbetts Pass Fire District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the Ebbetts Pass Fire District for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the Ebbetts Pass Fire District.

**PASSED, APPROVED AND ADOPTED** this December 12, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
, Chairperson  
Ebbetts Pass Fire District

\_\_\_\_\_  
APPROVED AS TO FORM:



Ebbetts Pass Fire Protection District	Policy: <b>6325</b>
Subject: <b>Personnel - Position Description:</b> <b>Fire Chaplain</b>	Effective Date: 10/18/2010 Revision Date: <del>10/2010</del> <u>12/12/2017</u>

### Scope of Employment

Appointed by and under the direction of the Fire Chief or ~~his/her~~-designee, the Fire Chaplain provides for a range of Fire District personnel needs through the establishment of a chaplaincy program within the Ebbetts Pass Fire District. The Fire Chaplain will be an appointed position within the Volunteer Division of the Ebbetts Pass Fire District. Each newly appointed Fire Chaplain shall meet with the District's Board of Directors prior to assuming the role as District Chaplain.

As a condition of appointment, the Fire Chaplain shall maintain a level of physical fitness ~~which allows him/her~~ to adequately perform activities related to the physical and mental stress of performing crisis intervention and counseling duties within the Fire District.

All issued equipment must be returned to the District upon separation.

~~As a condition of appointment, the Fire Chaplain shall complete the Fire District's driving program for the operation and use of District utility vehicles for possible response to emergency incidents or routine use.~~

~~As a condition of appointment, the Fire Chaplain shall maintain: Minimum basic first aid level of medical training; CPR Pro certification level including AED training; basic operational skills for the use of District's radios and pagers.~~

### Qualifications and Training

- The individual appointed to the position of the Ebbetts Pass Fire District Chaplain will be:
  - An ordained member of the clergy.
  - In good physical health.
  - interested in supporting and assisting the fire service and public.
  - Prepared to serve in a crisis zone.
  - Committed to learn the skills necessary to effectively relate to and minister to firefighters, EMS personnel and public.
  - Committed to learn Critical Incident Stress Debriefing (CISD) techniques for fire and EMS related incidents.
- To the extent possible the EPFD Chaplain will be given the opportunity to meet with members and staff of the District, visit stations and receive guidance in understanding fire district organization and procedures. Training will also be provided to help him protect himself and to be able to render proper assistance on the emergency scene.
- After appointment, the EPFD Chaplain will be issued the following equipment:
  - Minimal standard ~~structural and wildland PPE~~ safety equipment. Helmets



shall be identified with "Chaplain" markings.

~~o Chaplain's badge, i~~ Identification card, ~~and carrying case.~~

- o Fire District Pager.
- o EPFD Chaplain business cards.

#### General Guidelines for the Chaplaincy

- The Chaplain does not replace the home church pastor, but seeks to support the concern of every church for its members who may be in professions with special risks or needs. Moreover, the Chaplain must be for the advantage of every member of the District and community, regardless of ~~his or her~~ nationality, race, sex, or religion.
- Any communication a person makes to the Chaplain is on a strictly confidential basis and will not be released to District members or any other person. Any fire personnel may go to the Chaplain without having to notify his or her supervisor or anyone else.
- Any Fire District member or officer (including administrative staff) who becomes aware of any situation which may need the response of the Chaplain may contact the Chaplain directly. Fire District administration will keep current telephone numbers for ~~the each~~ Chaplain. The Chaplain may also be contacted through the Fire District administration ~~if desirable.~~ Examples of situations where the Chaplain may be contacted include, but are not limited to:
  - o Critical Incident Stress Management and Debriefing.
  - o Death, injury to, or hospitalization of a Fire District member.
  - o Death, injury to, or hospitalization of a Fire District member's spouse or child.
  - o Death in a Fire District member's close family (i.e. any family member covered under the District death leave provision).

#### Duties and Responsibilities

Listed below are examples of the typical duties and responsibilities of the Fire Chaplain. This list is not intended to encompass all the duties relative to this position.

- Care for EPFD staff and families in times of crisis and be available for counseling in times of stress or difficulty. The Fire Chaplain may be asked to help with other local response agencies.
- Serve as a member of the District's Critical Incident Stress Management Team.
- Teach or provide information to Fire District personnel in areas such as stress management, ethics, family life, and victim response.
- At the request of the Fire Chief or Incident Commander, make death notifications. Assist District families in funeral arrangements for active, honorary, or inactive District members.
- Assist and represent the Fire District at special occasions such as weddings, award ceremonies and other social functions.

- Serve as a ready resource for the Fire Chief. Liaison with other clergy and community leaders in the Ebbetts Pass Fire District.
- Major Emergencies: The Fire Chaplain will respond when contacted by dispatch or Fire District personnel or at his-the individual's own discretion and will report at the scene to the Incident Commander (IC). When at the scene, the Chaplain will be under the command authority of the IC. The Chaplain will respond to the scene as follows requested by the Incident Commander:
  - A working structure fire or other critical incident in progress.
  - A critical injury or death to a firefighter is reported, including incidents involving a victim that is a member of a District member's family.
  - Whenever the IC determines that the services of the Chaplain may be of value in the ongoing emergency operation, the IC may request the Chaplain. This may include situations where: Example situations are:
    - The victim or family is highly emotional or unstable.
    - Care is needed for the family of the victim while the treatment/incident is underway.
    - The victim or the family requests the services of a chaplain or clergy.
    - The Incident Commander (IC) feels-believes the presence of the Chaplain would benefit the victim or District personnel.
    - To-aPresence at a hospital or other location where the presence of the Chaplain may be beneficial.

#### Skills/Knowledge/Experience:

- Familiar with structural and wildland fire suppression, emergency medical care, and rescue activities. Preferably someone with knowledge of emergency response
- Ability to think clearly and take effective courses of action.
- Ability to effectively lead, supervise, maintain discipline, promote harmony, and cooperate with EPFD officers, personnel and other local public agencies.
- Ability to interact with the public and promote a positive public image.
- Knowledge, ability and experience in preparing and delivering training classes and other training related activities.
- Ability to establish and maintain effective relationships with others.
- Ability to communicate effectively both orally and in written form.