

# Ebbetts Pass Fire District



**BOARD OF DIRECTORS  
NOTICE OF REGULAR MEETING  
9:00 A.M. Tuesday, April 16, 2024  
1037 Blagen Road, Arnold**

In compliance with recently issued guidelines from the State of California and other governing agencies, and in order to aid in keeping the public safe, Ebbetts Pass Fire District (EPFD) continues to conduct our Board Meeting via teleconference in addition to the physical location.

To access the meeting please visit [zoom.us](https://us06web.zoom.us/j/87394283684) website and enter Meeting ID: 873 9428 3684 with passcode: 852146. If you need assistance in accessing this information, please email [epfd@epfd.org](mailto:epfd@epfd.org) or call the EPFD office at 209-795-1646, Monday through Friday, 8:00 am to 5:00 pm. You may also register in advance for this meeting: <https://us06web.zoom.us/j/87394283684?pwd=gRTrNaCermbZRuuue26eGTiagm5PX5.1>

If you would like to comment on any item on our Agenda or an item not on the Agenda, please submit those in writing to our office at PO Box 66, 1037 Blagen Road, Arnold CA 95223 or via email at [epfd@epfd.org](mailto:epfd@epfd.org) at least 24 hours before the meeting. You may also submit comments via the "Chat" function available during the teleconference online.

**MEMBERS OF THE BOARD**

Mike Barr, President      Pete Neal, Secretary  
Denny Clemens          Jon Dashner          J. Scott McKinney

**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. **Consent Items:** Board action limited to discussion and approval of:
  - 3.1. Minutes: 03/19/24
  - 3.2. Acceptance of March 2024 Checks Listings and Authorize to File for Audit

# NOTICE OF REGULAR MEETING – continued

April 16, 2024

4. **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.
  - 4.1. **Finance Committee** (Directors Dashner & Barr)
    - 4.1.1. **5-Year Capital Outlay:** Update for Fiscal Year 2024-25
    - 4.1.2. **Annual Cost-of-Living Adjustment:** Proposed COLA Adjustment for Personnel Pay Schedule for Fiscal Year 2024-25
    - 4.1.3. **Fiscal Year 2024-25 Proposed Personnel Pay Schedule**
    - 4.1.4. **Preliminary Budget Proposal for Fiscal Year 2024-25**
    - 4.1.5. **County Of Calaveras Office Of Auditor-Controller:** Special District Budget Adjustment Fiscal Year 2023-24
  - 4.2. **Personnel/Safety Committee** (Directors Dashner & McKinney)
  - 4.3. **Fire Prevention Committee** (Directors Neal & Clemens)
  - 4.4. **Apparatus/Equipment Committee** (Directors McKinney & Neal)
5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
  - 5.1. **California Public Employees’ Retirement System:** Employer Contributions – Unfunded Liability Additional Contributions
  - 5.2. **County of Calaveras Registrar of Voters:** Notice of General District Election
    - 5.2.1. Resolution No. 2024-02: Calling General District Election
  - 5.3. **Calaveras Fire Joint Powers Authority:** Request to Pool Free Hour of Legal Services from California Special Districts Association
    - 5.3.1. Resolution No. 2024-03: Authorizing Cooperation to Seek Legal Counsel
  - 5.4. **Calaveras Fire Joint Powers Authority:** Amended Joint Powers Agreement of Calaveras County Fire
6. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.
  - 6.1. Administrative Report
  - 6.2. Legislative Report
  - 6.3. Administrative – EMS
7. **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.
  - 7.1. Board Members
  - 7.2. Firefighters' Association
  - 7.3. Employees' Group
  - 7.4. Public Comments
8. **Adjournment of Regular Meeting**

**ADMINISTRATIVE STAFF:**

Michael Johnson, Fire Chief    Cheryl Howard, Secretary

# Ebbetts Pass Fire District



**MINUTES**  
Board of Directors  
March 19, 2024

**SUBJECT TO APPROVAL**

1. The meeting was called to order at 9:00 A.M. with additional accommodation for the public through the use of Zoom Meetings. Board Secretary Pete Neal called the meeting to order and the Pledge of Allegiance was recited.

Directors present: Denny Clemens  
Jon Dashner  
Scott McKinney  
Pete Neal

Absent: Michael Barr

District personnel present: Fire Chief Mike Johnson  
Aaron Downing, Shea Buher, Nate Attaway, Spencer Hickok

Others present via Zoom Meeting: None

Public present: Michael Clarke, Calaveras County Fire Inspector  
Domonick Ramos, Calaveras County Fire Marshal

2. **PUBLIC APPEARANCES/COMMENT** - Calaveras County Fire Marshal Domonick Ramos introduced himself and briefly gave his fire service background.

3. **CONSENT ITEMS**

Mr. McKinney made a motion to approve Consent Items 3.1, the February 20<sup>th</sup> Minutes, and 3.2., February 2024 Checks Listing. Mr. Clemens seconded; motion passed 4-0 (AYES: Clemens, Dashner, McKinney, Neal; ABSENT: Barr).

4. **COMMITTEE REPORTS**

- 4.1. **Finance Committee (Directors Dashner & Barr)**

Chief Johnson reported on various revenue streams and noted the payment toward the CalPERS UAL would be done shortly. He noted that the preliminary budget and COLA for the next fiscal year would be presented next month. He added that the land design plot update for the new Station 3 and CAD drawings with an estimate of disruption for water, power, and septic was nearing submission.

- 4.2. Personnel/Safety Committee (Directors Dashner & McKinney)  
Chief Johnson thanked the staff because there were no new injuries to report. He noted that it was time for the required ethics renewal for the Board members and command staff.
  - 4.3. Fire Prevention Committee (Directors Clemens & Neal)  
Chief Johnson reported there had been no meeting but Joan Lark's annual lot cleaners meeting would soon happen on March 27, 2024.
  - 4.4. Apparatus/Equipment Committee (Directors McKinney & Neal)  
Battalion Chief Aaron Downing reported on the status of the ambulances and explained the on-spot chains issue for the newest ambulances. He continued with a synopsis of the engine and water tender servicing and tire replacements.
5. Scheduled Items
- 5.1. California Office of Emergency Services: Designation of Applicant's Agent  
In order to get some assistance from cost of the storm damage in 2021-22, the District needed to adopt this Resolution. He noted the District would only receive reimbursement for the \$5,000 deductible. Mr. Dashner made a motion to adopt Resolution 2024-1: Designation of Applicant's Agency Resolution for Non-State Agencies. Mr. McKinney seconded; motion passed 4-0 (AYES: Clemens, Dashner, McKinney, Neal; ABSENT: Barr).
  - 5.2. 2024-25 Ambulance Rates  
Following review, Mr. McKinney made a motion to approve the ambulance rates for fiscal year 2024-25. Mr. Dashner seconded; motion passed 4-0 (AYES: Clemens, Dashner, McKinney, Neal; ABSENT: Barr).
  - 5.3. Citizens' Initiative Measure A Results  
Chief Johnson reported that Measure A had passed and predicted that the County will be talking to the Calaveras County Fire Chiefs regarding when the sales tax takes effect and when the funding will be disbursed among the fire districts. He noted that it was estimated that the District would be receiving \$550,000 and there was a 70% minimum expenditure requirement for staffing. He recommended adding staffing of one per shift for Station 3 so that there would be additional capabilities.  
  
Chief Johnson also explained briefly about the upcoming ACA13 ballot that may make all majority votes since January 1, 2024, required to be passed with a 2/3rds majority vote.
  - 5.4. Calaveras Public Power Agency Seat A  
Chief Johnson reported CPPA was looking for nominations for a 4-year term on their Board of Directors. The Board's consensus was to nominate Fire Chief Mike Johnson.

5.5. Wildfire Awareness Day 2024

Chief Johnson reported that the area homeowners' associations had organized the Wildfire Awareness Day on May 4<sup>th</sup> at Independence Hall which is critical for Firewise Accreditation. Information will be provided in addition to several planned presentations.

6. **REPORTS**

6.1. Administrative Report

Chief Johnson reported that personnel had participated in an active shooter drill. He noted the attendees for the upcoming SDRMA Safety Day on March 26<sup>th</sup>. He reported that the ambulance remount was underway with delivery scheduled in May.

6.2. Legislative Report

Chief Johnson noted the results of Measure A and of the County Supervisors.

6.3. Administrative - EMS

Chief Johnson reported there were new protocols for Calaveras County and that Firefighter-Paramedic Spencer Hickok planned to demonstrate after the Board meeting a camera intubation system.

7. **COMMENTS, QUESTIONS, CONSIDERATIONS**

7.1. Board Members

Mr. Clemens said that he hoped the County fire districts would get to keep the Measure A sales tax.

7.2. Firefighters Association

Nate Attaway reported that there had been a lot of participants in the recent Alisa Ann Rusch Burn Foundation ski trip.

7.3. Employees' Group

None.

7.4. Public Comments

None.

8. **ADJOURNMENT**

Mr. Dashner made a motion to adjourn. Mr. McKinney seconded; motion passed 4-0.  
9:41 A.M.

Respectfully submitted,

  
Cheryl Howard  
District Secretary

**County of Calaveras  
General Ledger Summary  
Balance Sheet Accounts  
As of 3/31/2024**

**Fund 2290 Ebbetts Pass Fire**

<u>Object Code</u>	<u>Object Description</u>	<u>Balance</u>
<b><u>Assets</u></b>		
1006	Cash in Treasury	3,121,495.05
1007	Outstanding Checks	(63,077.90)
1016	Imprest Cash	40,000.00
Total Assets		<u>\$3,098,417.15</u>
<b><u>Liabilities</u></b>		
2009	Sales Tax Payable	4.84
2091	Accts Payable - Staledated Cks	4,542.26
Total Liabilities		<u>\$4,547.10</u>
<b><u>Fund Balance</u></b>		
3002	Fund Bal Unreserv/Undesign	5,788,109.02
3043	Reserve for Imprest Cash	40,000.00
Total Fund Balance		<u>\$5,828,109.02</u>
Year-to-Date Revenues		\$4,114,719.07
Year-to-Date Expenditures		\$6,848,958.04
Year-to-Date Transfers In		\$0.00
Year-to-Date Transfers Out		\$0.00
Year-to-Date Clearing Accounts		\$0.00
Total Fund Equity		<u>\$3,093,870.05</u>
Total Liabilities and Fund Equity		<u>\$3,098,417.15</u>

## REVENUE ACCOUNT SUMMARY SHEET - March 2024

<b>Fire Operations:</b>		<b>F</b>	<b>BUDGETED</b>	<b>RECEIVED</b>	<b>Year-To-Date</b>	<b>% Received</b>
<b>ACCOUNT</b>	<b>No.</b>			<b>Month</b>		<b>Year-To-Date</b>
Property Tax - Current Secured	4010	2,650,054	0.00	1,506,160.46	57%	
Administrative Fee (SB2557)	4013	(51,663)	0.00	(25,866.00)	50%	
Unitary Tax	4015	74,857	0.00	37,669.51	50%	
Supplemental Tax - Current Secured	4017	63,067	0.00	36,511.45	58%	
Property Tax - Current Unsecured	4020	57,179	0.00	52,142.44	91%	
Supplemental Tax - Current Unsecured	4027	2,937	0.00	1,678.10	57%	
Prior Unsecured Taxes	4040	4,929	0.00	1,690.25	34%	
Transient Occupancy Taxes	4072	61,200	18,278.30	39,957.08	65%	
Interest	4300	5,000	0.00	0.00		
HOPTR	4463	22,397	0.00	10,106.20	45%	
State Grant - OTS & RFC	4455	39,500	0.00	29,241.89		
Timber Tax	4465	-	0.00	365.15		
State Aid for Public Safety (Prop 172)	4472	32,500	0.00	0.00		
Federal Grant - AFG	4505	-	0.00	0.00		
Reimbursement - Personnel	4542	50,000	802.72	4,292.37	9%	
Reimbursement - Equipment	4543	5,000	0.00	0.00	0%	
Charges for Current Service (hydrants)	4679	10,500	0.00	0.00	0%	
Other Refund - Prior Year Taxes	4684	-	0.00	0.00		
Training Fees	4689	-	2,000.00	6,275.00		
Gifts/Donations	4707	-	0.00	1,700.00		
Refund - Misc.	4708	-	127.52	3,128.09		
Other Revenue	4712	26,922	0.00	13,021.26	48%	
Miscellaneous Revenue	4713	500	0.00	0.00	0%	
Refunds - Insurance	4743	-	0.00	0.00		
CPPA - PGE Rate Credit	4724	-	0.00	0.00		
<b>Total</b>		<b>3,054,879</b>	<b>21,208.54</b>	<b>1,718,073.25</b>	<b>56%</b>	

<b>EMS/Paramedic Program</b>		<b>BUDGETED</b>	<b>RECEIVED</b>	<b>Year-To-Date</b>	<b>% Received</b>
<b>ACCOUNT</b>	<b>No.</b>		<b>Month</b>		<b>Year-To-Date</b>
Special Tax	4077	362,578	0.00	199,065.90	55%
Special Tax - Sustain ALS	4077 S	420,032	0.00	0.00	0%
Refunds - Insurance	4743	-	0.00	0.00	
<b>Total</b>		<b>782,610</b>	<b>0.00</b>	<b>199065.90</b>	<b>25%</b>

<b>Ambulance Program</b>		<b>BUDGETED</b>	<b>RECEIVED</b>	<b>Year-To-Date</b>	<b>% Received</b>
<b>ACCOUNT</b>	<b>No.</b>		<b>Month</b>		<b>Year-To-Date</b>
Special Tax	4077	829,798	0.00	455,583.15	55%
Special Tax - Sustain ALS	4077 S	1,079,940	0.00	823,429.20	76%
Other Programs - State (GEMT)	4479	103,000	0.00	24,239.55	
Federal Grant - AFG	4505	28,600	0.00	0.00	0%
State Other Aid (IGT)	4580	700,000	0.00	0.00	0%
EMS Transport Revenue	4660	770,000	67,107.62	793,441.09	103%
Collections	4679	-	308.00	7,862.62	
Refunds - Insurance	4743	-	0.00	0.00	
<b>Total</b>		<b>3,511,338</b>	<b>67,415.62</b>	<b>2,104,555.61</b>	<b>60%</b>

## FIRE OPERATIONS ACCOUNT SUMMARY SHEET - MAR 2024

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-1.001	1,294,096	104,270.05	903,187.98	390,908.02	70%
Extra Hire	-1.002	10,000	0.00	2,181.93	7,818.07	22%
Extra Hire - Intern	-1.003	46,506	1,902.23	16,044.68	30,461.32	35%
ST/TF FF Payments	-1.004	50,000	9,325.61	9,325.61	40,674.39	19%
Volunteer FF Relief	-1.005	40,000	487.26	4,340.18	35,659.82	11%
Retirement-UAL	-1.049	176,425	501,221.00	674,782.10	(498,357.10)	382%
Retirement	-1.050	198,824	16,440.19	148,116.36	50,707.64	74%
Group Insurance	-1.055	290,770	19,082.28	208,755.76	82,014.24	72%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-1.111	51,190	1,131.04	20,845.97	30,344.03	41%
Safety Equipment	-1.115	6,000	0.00	517.16	5,482.84	9%
Communications-Radios	-1.121	9,560	0.00	5,638.40	3,921.60	59%
Communications-Phone	-1.124	16,000	326.50	5,154.56	10,845.44	32%
Food - Fire Line Meals	-1.131	640	0.00	468.67	171.33	73%
Housekeeping	-1.141	6,800	332.98	5,897.23	902.77	87%
Insurance-Prop/Liability	-1.151	55,160	0.00	55,160.00	-	100%
Insurance-Workers Comp	-1.153	92,000	0.00	91,892.22	107.78	100%
Maintenance-Apparatus	-1.181	59,000	12,930.50	51,336.79	7,663.21	87%
Maintenance-Utilities	-1.182	10,000	476.80	6,561.40	3,438.60	66%
Building Maintenance	-1.201	28,230	1,407.43	18,556.04	9,673.96	66%
Emergency Care/Rescue	-1.211	1,275	0.00	0.00	1,275.00	0%
Memberships	-1.221	9,525	0.00	9,600.00	(75.00)	101%
Office Expense	-1.241	14,982	53.99	11,889.42	3,092.58	79%
Office Expense-Postage	-1.243	1,000		396.91	603.09	40%
Office Expense-Copies	-1.245	690	96.96	572.81	117.19	83%
Professional Services	-1.271	33,000	0.00	4,989.16	28,010.84	15%
Small Tools/FF Equipment	-1.401	13,000	74.55	10,529.46	2,470.54	81%
Small Tools-Hose/SCBA	-1.402	10,600	0.00	5,248.85	5,351.15	50%
Special District Expense	-1.411	20,050	109.45	7,691.72	12,358.28	38%
SDE--Health Maintenance	-1.412	44,700	2,210.00	4,649.64	40,050.36	10%
Training	-1.422	12,500	3,020.00	14,786.35	(2,286.35)	118%
Travel/Education	-1.478	9,000	799.00	940.18	8,059.82	10%
Transportation Fuel	-1.480	27,700	1,599.57	13,697.59	14,002.41	49%
Utilities - Water/Sewer	-1.501	4,900	771.00	4,618.43	281.57	94%
Utilities - Electrical	-1.504	12,520	876.07	8,287.51	4,232.49	66%
Utilities - Propane	-1.505	14,280	2,270.88	8,479.72	5,800.28	59%
LAFCO Fee	5627	4,928	0.00	4,927.48	0.52	100%
<b>FIXED ASSETS</b>						
Building Fund: Structures	5640	263,698	0.00	105,848.61	157,849.39	40%
Equipment	5701	92,592	0.00	92,591.78	0.22	
<b>Fire Operation Fund Totals</b>		<b>3,032,141</b>	<b>681,215.34</b>	<b>2,538,508.66</b>	<b>493,632.34</b>	<b>84%</b>



# CHECKS ISSUED LISTING - MAR 2024 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.1.001: SALARIES</b>			
	27652, 27772 Payroll / Statutory Elective Withholding		\$94,421.60
	27652, 27772 Paychex Fee	employer cost	\$274.65
1141538, 1141955	PARS	EE withholding	\$101.53
	27653, 27773 EPFF Local #3581	dues and meals withholding	\$900.00
	27724, 27839 CalPERS	EE portion; ER paid EE portion	\$8,572.27
<b>5001.1.002: EXTRA HIRE</b>			<i>none issued</i>
<b>5001.1.003: EXTRA HIRE - SPECIAL</b>			
	27652, 27772 Payroll / Statutory Elective Withholding		\$1,767.23
1141538, 1141955	PARS	EE withholding	\$135.00
<b>5001.1.004: Expenditure: ST/TF Firefighter Payment</b>			
	27652, 27772 Payroll / Statutory Elective Withholding		\$9,253.34
1141538, 1141955	PARS	EE withholding	\$72.27
<b>5001.1.005: Expenditure: Volunteer Firefighter Payment</b>			
	1142316 PARS	trust administration	\$487.59
<b>5001.1.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.1.050: RETIREMENT (PERS)</b>			
	27724, 27839 CalPERS	Employer Portion	\$16,440.19
<b>5001.1.055: GROUP INSURANCE</b>			
	27652, 27772 Supplemental Life Premium Withholding		-\$105.60
	1142113 Fire Risk Management Services	vision/dental/life ins premium	\$1,060.17
	1142688 IAFF Health & Wellness Trust	medical insurance premium	\$17,193.71
	1142116 LV FF Health & Welfare Trust	medical premium	\$934.00
<b>5111.1.111: SAFETY CLOTHING</b>			
	1141676 US Bank	boots, tees	\$1,131.04
<b>5111.1.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.1.121: COMMUNICATIONS: RADIOS</b>			<i>none issued</i>

# CHECKS ISSUED LISTING - MAR 2024 FIRE OPERATIONS

## 5111.1.124: COMMUNICATIONS: TELEPHONE

1141664 CalNET (AT&T)	Sta. 2&4: phone lines	\$23.69
1141666 Comcast	phone/internet	\$107.93
1142111 Comcast	phone/internet	\$194.88

## 5111.1.131: FOOD/FIRE LINE MEALS *none issued*

## 5111.1.141: HOUSEHOLD EXPENSE

1141668 Ebbetts Pass Lumber Co	scrub sponges	\$29.12
1141676 US Bank	mod test, d/w detergent	\$54.82
1142104 Aramark	coverall/rag service	\$115.84
1142109 CA Waste Recovery	trash removal	\$133.20

## 5111.1.151: INSURANCE: PROPERTY/LIABILITY *none issued*

## 5111.1.153: INSURANCE: WORKER'S COMPENSATION *none issued*

## 5111.1.181: MAINTENANCE: APPARATUS

1141667 East Bay Tire Co.	U2102: 10 tires	\$6,698.55
1141674 Richard Lokey	U6001: BIT, annual service, cyl t	\$1,101.94
1141675 Arnold Tire [Sun Auto]	U1006: mount tires	\$270.00
1142105 Arnold Auto Supply	U2:coolant,clamps;U6001: plugs	\$706.63
1142121 Arnold Tire [Sun Auto]	U2102: mount tires	\$342.81
1142114 Delta Truck Center [Fresno]	U1003: oil, atf; DEF	\$706.33
1142115 Golden State EVS	U1005: primer motor	\$757.92
1142119 O'Reilly Parts	U1002: antifreeze	\$208.82
1142310 East Bay Tire	U1009: "equals"	\$1,805.00
1142314 Richard Lokey	U1002: repair leak; U1003: BIT,	\$332.50

## 5111.1.182: MAINTENANCE: UTILITIES

1142105 Arnold Auto Supply	U3023: oil	\$11.80
1142118 Richard Lokey	U3020: change oil & filters	\$465.00

## 5111.1.201: BUILDING & GROUNDS MAINTENANCE

1141676 US Bank	ceiling tiles	\$200.64
1142311 Ebbetts Pass Gas Service	repair heaters	\$456.79
1142317 Custom Roof Crafters	repair roof leaks Sta. 1	\$750.00

## 5111.1.211: EMERGENCY CARE *none issued*

## 5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS *none issued*

## CHECKS ISSUED LISTING - MAR 2024 FIRE OPERATIONS

### 5111.1.241: OFFICE EXPENSE

1141676 US Bank	office supplies	\$53.99
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### 5111.1.243: OFFICE EXPENSE: POSTAGE

JE Calaveras Co.	checks postage	
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### 5111.1.245: OFFICE EXPENSE: COPIES

1142120 Power Business Technologies	copier maintenance	\$96.96
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### 5111.1.271: PROFESSIONAL SERVICES

*none issued*

### 5111.1.401: SMALL TOOLS/FF EQUIPMENT

1141668 Ebbetts Pass Lumber Co	hammer, tape measure, plier	\$74.55
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### 5111.1.402: SMALL TOOLS: HOSE / SCBA

*none issued*

### 5111.1.411: SPECIAL DISTRICT EXPENSE

1141676 US Bank: SAMBA	EPN program	\$45.45
1142106 CA Dept of Justice	fingerprint check	\$64.00

### 5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE

1141665 Co Occupational Med Partners	Intern physicals/immun. chk	\$1,475.00
1142309 Co Occupational Med Partners	Intern physical: CS	\$80.00
1142309	Intern physical: SF	\$655.00

### 5111.1.422: TRAINING

1141676 US Bank	medic renew: MOD, PBR	\$500.00
1142107 CA Dept of Forestry	CO2A	\$980.00
1142107 CA Dept of Forestry	CO2B	\$1,540.00

### 5111.1.478: TRAVEL/EDUCATION/TRAINING

1141676 US Bank / FDAC	MRJ Annual Conf hotel	\$799.00
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### 5111.1.480: TRANSPORTATION FUEL

1141669 Ebbetts Pass Gas Service	unleaded	\$480.45
1141672 Hunt & Sons, Inc	diesel	\$498.60
1142112 Ebbetts Pass Gas Service	unleaded	\$366.99
1142313 Hunt & Sons, Inc	diesel	\$253.53

### 5111.1.501: UTILITIES: WATER/SEWER

1142108 CCWD	water/sewer	\$771.00
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## CHECKS ISSUED LISTING - MAR 2024

## FIRE OPERATIONS

### 5111.1.504: UTILITIES: ELECTRICITY

JE CPPA

electricity

\$876.07

### 5111.1.505: UTILITIES: PROPANE

1141669, 1142112 Ebbetts Pass Gas Service

propane

\$2,270.88

### 5640 F: STRUCTURES

*none issued*

### 5701 F: EQUIPMENT

*none issued*

## ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - Mar 2024

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-2.001	436,839	34,949.99	296,506.20	140,332.80	68%
Retirement-UAL	-2.049	73,276	243,203.00	316,477.97	(243,201.97)	432%
Retirement	-2.050	73,755	6,065.80	54,683.26	19,071.74	74%
Group Insurance	-2.055	113,512	8,230.10	84,146.17	29,365.83	74%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-2.111	2,775	282.76	2,642.30	132.70	95%
Safety Equipment	-2.115	1,000	0.00	129.29	870.71	13%
Communications-Radios	-2.121	1,440	0.00	246.78	1,193.22	17%
Communications-Phone	-2.124	2,000	81.61	1,254.89	745.11	63%
Food/Meals	-2.131	160	0.00	92.26	67.74	58%
Housekeeping	-2.141	1,700	75.95	1,441.46	258.54	85%
Insurance-Prop/Liability	-2.151	11,032	0.00	11,031.00	1.00	100%
Insurance-Workers Comp	-2.153	23,000	0.00	22,973.05	26.95	100%
Maintenance-Apparatus	-2.181	2,900	967.29	2,366.57	533.43	82%
Building & Grounds Maint.	-2.201	6,770	291.52	5,407.28	1,362.72	80%
Copier Maintenance	-2.245	175	0.00	55.54	119.46	32%
Professional Services	-2.271	2,200	0.00	1,247.29	952.71	57%
Special District Expense	-2.411	1,030	6.00	552.94	477.06	54%
SDE--Health Maintenance	-2.412	3,300	0.00	407.40	2,892.60	12%
Training	-2.422	4,000	250.00	3,125.00	875.00	78%
Travel/Education	-2.478	2,700	0.00	0.00	2,700.00	0%
Transportation Fuel	-2.480	7,200	501.54	6,776.54	423.46	94%
Utilities - Water/Sewer	-2.501	1,150	192.75	997.34	152.66	87%
Utilities - Electrical	-2.504	3,130	219.02	2,071.88	1,058.12	66%
Utilities - Propane	-2.505	3,590	567.71	2,056.19	1,533.81	57%
<b>SPECIAL TAX HANDLING FEE</b>	<b>5411</b>	3,626	0.00	1,809.70	1,816.30	50%
<b>Engine Paramedic Program Totals</b>		782,260	295,885.04	818,498.30	(36,238.30)	105%

# CHECKS ISSUED LISTING - MAR 2024 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.2.001: SALARIES</b>			
	27652, 27772 Payroll / Statutory Elective Withholding / Paychex Fee		\$32,036.71
1141538, 1141955	PARS	EE withholding	\$0.00
	27653, 27773 EPFF Local #3581	dues and meals withholding	\$522.04
	27724, 27839 CalPERS	EE portion; ER paid EE portion	\$2,391.24
<b>5001.2.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.2.050: RETIREMENT (PERS)</b>			
	27724, 27839 CalPERS	Employer Portion	\$6,065.80
<b>5001.2.055: GROUP INSURANCE</b>			
	27652, 27772 Supplemental Life Premium Withholding		-\$27.98
	1142113 Fire Risk Management Service	vision/dental/life ins premium	\$342.64
	1142688 IAFF Health & Wellness Trust	medical insurance premium	\$7,915.44
<b>5111.2.111: SAFETY CLOTHING</b>			
	1141676 US Bank	boots, tees	\$282.76
<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>			
	1141664 CalNET (AT&T)	Sta. 2&4: phone lines	\$5.92
	1141666 Comcast	phone/internet	\$26.98
	1142111 Comcast	phone/internet	\$48.71
<b>5111.2.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.2.141: HOUSEHOLD EXPENSE</b>			
	1141676 US Bank	mod test, d/w detergent	\$13.71
	1142104 Aramark	coverall/rag service	\$28.95
	1142109 CA Waste Recovery	trash removal	\$33.29
<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>

# CHECKS ISSUED LISTING - MAR 2024 ENGINE PARAMEDIC

## 5111.2.181: MAINTENANCE: APPARATUS

1141670 Golden State EVS	U1009: Switch	\$60.19
1141673 Interstate Truck Center	U1009: filters	\$825.48
1142114 Delta Truck Center [Fresno]	U1003: oil, atf; DEF	\$27.99
1142310 East Bay Tire	U1009: "equals"	\$53.63

## 5111.2.201: BUILDING & GROUNDS MAINTENANCE

1141676 US Bank	ceiling tiles	\$50.16
1142311 Ebbetts Pass Gas Service	repair heaters	\$91.36
1142317 Custom Roof Crafters	repair roof leaks Sta. 1	\$150.00

## 5111.2.245: OFFICE EXPENSE: COPIES

*none issued*

## 5111.2.271: PROFESSIONAL SERVICES

*none issued*

## 5111.2.402: SMALL TOOLS: HOSE / SCBA

*none issued*

## 5111.2.411: SPECIAL DISTRICT EXPENSE

1141676 US Bank: SAMBA	EPN program	\$6.00
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## 5111.2.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE *none issued*

## 5111.2.422: TRAINING

1141677 Glenn Verkerk	reimb medic renewal	\$250.00
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## 5111.2.478: TRAVEL/EDUCATION/TRAINING

*none issued*

## 5111.2.480: TRANSPORTATION FUEL

1141672 Hunt & Sons, Inc	diesel	\$385.95
1142313 Hunt & Sons, Inc	diesel	\$115.59

## 5111.2.501: UTILITIES: WATER/SEWER

1142108 CCWD	water/sewer	\$192.75
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## 5111.2.504: UTILITIES: ELECTRICITY

JE CPPA	electricity	\$236.74
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## 5111.2.505: UTILITIES: PROPANE

1141669, 1142112 Ebbetts Pass Gas Service	propane	\$567.74
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## 5411 P: SPECIAL TAX HANDLING FEE

*none issued*

## AMBULANCE PROGRAM ACCOUNT SUMMARY SHEET - March 2024

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
<b>SALARIES &amp; BENEFITS</b>	<b>5001</b>					
Salaries/Wages	-3.001	1,698,246	<b>123,000.91</b>	1,194,175.52	504,070.48	70%
Retirement-UAL	-3.049	190,821	<b>381,576.00</b>	514,445.01	(323,624.01)	270%
Retirement	-3.050	208,200	<b>16,275.31</b>	148,623.29	59,576.71	71%
Group Insurance	-3.055	478,632	<b>35,406.55</b>	341,886.02	136,745.98	71%
<b>SERVICES &amp; SUPPLIES</b>	<b>5111</b>					
Safety Clothing	-3.111	13,860	<b>1,413.80</b>	8,226.23	5,633.77	59%
Safety Equipment	-3.115	2,250	<b>0.00</b>	2,035.44	214.56	90%
Communications-Radios	-3.121	4,200	<b>1,899.62</b>	3,328.50	871.50	79%
Communications-Phone	-3.124	10,000	<b>408.12</b>	6,274.49	3,725.51	63%
Food - Fire Line Meals	-3.131	800	<b>160.86</b>	622.10	177.90	78%
Housekeeping	-3.141	8,500	<b>398.45</b>	7,226.04	1,273.96	85%
Insurance-Prop/Liability	-3.151	44,128	<b>0.00</b>	44,128.00	-	100%
Insurance-Workers Comp	-3.153	115,000	<b>0.00</b>	114,865.28	134.72	100%
Maintenance-Ambulances	-3.183	31,250	<b>2,651.29</b>	16,757.93	14,492.07	54%
Building Maintenance	-3.201	40,150	<b>1,216.24</b>	18,602.18	21,547.82	46%
Emergency Care/Rescue	-3.211	43,080	<b>2,728.25</b>	33,562.60	9,517.40	78%
Memberships	-3.221	150	<b>0.00</b>	150.00	-	100%
Office Expense	-3.241	10,031	<b>53.99</b>	9,885.50	145.50	99%
Office Expense - Copies	-3.245	860	<b>15.95</b>	302.42	557.58	35%
Professional Services	-3.271	79,018	<b>7,005.02</b>	58,195.52	20,822.48	74%
Small Tools/FF Equipment	-3.401	9,350	<b>0.00</b>	4,899.56	4,450.44	52%
Special District Expense	-3.411	10,450	<b>837.22</b>	5,671.96	4,778.04	54%
SDE--Health Maintenance	-3.412	33,100	<b>468.00</b>	4,189.54	28,910.46	13%
SDE--Administrative Fee	-3.413	3,800	<b>0.00</b>	2,979.52	820.48	78%
Training	-3.422	12,000	<b>0.00</b>	13,028.54	(1,028.54)	109%
Travel/Education	-3.478	4,500	<b>596.51</b>	4,096.51	403.49	91%
Transportation Fuel	-3.480	32,000	<b>1,518.05</b>	20,002.39	11,997.61	63%
Utilities - Water/Sewer	-3.501	5,700	<b>963.75</b>	4,986.79	713.21	87%
Utilities - Electrical	-3.504	15,650	<b>1,095.09</b>	10,359.38	5,290.62	66%
Utilities - Propane	-3.505	18,850	<b>2,838.59</b>	10,026.13	8,823.87	53%
Bank Charges	<b>5403 A</b>	-	<b>0.00</b>	10.00	(10.00)	
SPECIAL TAX HANDLING FEE	<b>5411</b>	23,298	<b>0.00</b>	11,627.40	11,670.60	50%
SDE DHCS IGT Pull-Down Fee	<b>5411</b>		<b>0.00</b>	302,702.61	(302,702.61)	
REFUND OVERPAYMENT	<b>5612</b>	13,000	<b>0.00</b>	7,056.23	5,943.77	54%
Bad Debts (NSF checks)	<b>5616</b>	-	<b>0.00</b>	0.00	-	
<b>FIXED ASSETS</b>						
Building Fund: Structures	<b>5640</b>	-	<b>0.00</b>	0.00	-	
Equipment	<b>5701</b>	490,000	<b>0.00</b>	420,633.73	69,366.27	86%
<b>Ambulance Program Totals</b>		<b>3,650,874</b>	<b>582,527.57</b>	<b>3,345,562.36</b>	<b>305,311.64</b>	<b>92%</b>



**CHECKS ISSUED LISTING - MAR 2024****STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
<b>5001.3.001: SALARIES</b>			
27652, 27772	Payroll / Statutory Elective Withholding / Paychex Fee		\$108,121.26
1141538, 1141955	PARS	EE withholding	\$0.00
27653, 27773	EPFF Local #3581	dues and meals withholding	\$2,016.91
27724, 27839	CalPERS	EE portion; ER paid EE portion	\$12,962.74
<b>5001.3.049: RETIREMENT UAL PREPAYMENT &amp; LOAN</b>			<i>none issued</i>
<b>5001.3.050: RETIREMENT (PERS)</b>			
27724, 27839	CalPERS	Employer Portion	\$16,275.31
<b>5001.3.055: GROUP INSURANCE</b>			
27652, 27772	Supplemental Life Premium Withholding		-\$124.52
1142113	Fire Risk Management Service: vision/dental/life ins premium		\$2,040.14
1142688	IAFF Health & Wellness Trust	medical insurance premium	\$33,490.93
<b>5111.3.111: SAFETY CLOTHING</b>			
1141676	US Bank	boots, tees	\$1,413.80
<b>5111.3.115: SAFETY EQUIPMENT</b>			<i>none issued</i>
<b>5111.3.121: COMMUNICATIONS: RADIOS</b>			
1141676	US Bank	radio equipment for new amb	\$776.69
1142110	Columbia Communications	install radio parts	\$1,086.55
1142122	UPS	ship radio to Braun NW	\$36.38
<b>5111.3.124: COMMUNICATIONS: TELEPHONE</b>			
1141664	CalNET (AT&T)	Sta. 2&4: phone lines	\$29.61
1141666	Comcast	phone/internet	\$134.91
1142111	Comcast	phone/internet	\$243.60
<b>5111.3.131: FOOD/FIRE LINE MEALS</b>			<i>none issued</i>
<b>5111.3.141: HOUSEHOLD EXPENSE</b>			
1141668	Ebbetts Pass Lumber Co	scrub sponges	\$18.62
1141676	US Bank	mod test, d/w detergent	\$68.53
1142104	Aramark	coverall/rag service	\$144.80
1142109	CA Waste Recovery	trash removal	\$166.50

**CHECKS ISSUED LISTING - MAR 2024****STATION 3 A**

**5111.3.151: INSURANCE: PROPERTY/LIABILITY** *none issued*

**5111.3.153: INSURANCE: WORKER'S COMPENSATION** *none issued*

**5111.3.183: MAINTENANCE: AMBULANCES**

1141675 Arnold Tire [Sun Auto]	U3506: mount tires	\$312.00
1142105 Arnold Auto Supply	U6: coolant,wipers; U8: wipers, ε	\$172.61
1142114 Delta Truck Center [Fresno]	DEF	\$139.97
1142310 East Bay Tire	U3511: tires	\$2,026.71

**5111.3.201: BUILDING & GROUNDS MAINTENANCE**

1141676 US Bank	ceiling tiles	\$250.80
1142311 Ebbetts Pass Gas Service	repair heaters	\$365.44
1142317 Custom Roof Crafters	repair roof leaks Sta. 1	\$600.00

**5111.3.211: EMERGENCY CARE**

1142117 Life Assist, Inc	medical supplies	\$2,728.25
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**5111.3.221: MEMBERSHIPS/SUBSCRIPTIONS**

*none issued*

**5111.3.241: OFFICE EXPENSE**

1141676 US Bank	office supplies	\$53.99
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**5111.3.245: OFFICE EXPENSE: COPIES**

1142120 Power Business Tech	copier maintenance	\$8.69
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**5111.3.271: PROFESSIONAL SERVICES**

1141671 Helix Environmental Planning	environment planning for replace	\$161.25
1141678 Wittman Enterprises, LLC	billing services	\$960.00
1142312 Health Management Associate	IGT/PP-GEMT consulation	\$232.50
1142315 Mountain Counties EMSA	Oversight/Monitor Fee	\$1,035.75
JE Cal Co Sheriff's Office	amb dispatch fee 2023-24	\$1,642.06
JE Cal Co Sheriff's Office	amb dispatch fee 2023-24	\$1,553.30
JE Cal Co Sheriff's Office	amb dispatch fee 2023-24	\$1,420.16

**5111.3.401: SMALL TOOLS/FF EQUIPMENT**

*none issued*

**5111.3.411: SPECIAL DISTRICT EXPENSE**

1141676 US Bank: SAMBA	EPN program	\$24.00
1141676 US Bank	CPR/AED materials	\$813.22



# Ebbetts Pass Fire District

## 5 Year Capital Outlay

Approved: EPFD BOD

Next Review: April 2025

### Fiscal Year 2024/25

- Turnout PPE \$65,000
- Update Station alerting system \$65,000
- Station 1 Roof and Gutter repairs \$20,000
- Bird Netting \$7,000
- Re-establish Engine Bay Drain. \$4,000
- Camera Intubation System (3) \$13,000
- FIT Test Machine \$13,000
- ~~Remount Ambulance \$215,000~~
- Upgrade LED Station 1: \$3,600
- ~~Replace Utility Pick-up \$85,000~~
- Repeater inverter for Calaveras Command: \$2,500
- Repeater Battery: \$1,800
- Flatbed conversion for retired ambulance chassis: \$30,000

### Fiscal Year 2025/26

- Turnout PPE \$65,000
- Replace Utility Pick-up \$85,000
- ~~Replace Engine 437 \$1,200,000 (Approximately \$720,000 of District funds)~~

### Fiscal Year 2026/27

- ~~Replace Engine 437 \$1,200,000 (Approximately \$720,000 of District funds)~~
- ~~Replace Engine 436 \$700,000~~

### Fiscal Year 2026/27

- ~~Station 3 Construction \$X,XXX,XXX~~

# Ebbetts Pass Fire District



Ⓢ Replace Medic 435 \$300,000

Ⓢ Replace Engine 436 \$700,000



## Fiscal Year 2027/28

Ⓢ Station 3 Construction \$X,XXX,XXX

# Ebbetts Pass Fire District



TO: Ebbetts Pass Fire District Board  
DATE: April 16, 2024  
FROM: Mike Johnson – Fire Chief  
SUBJECT: 2023 Consumer Price Index West Urban – Cost of Living Adjustment

- The 2023 Consumer Price Index for the West Urban area is an increase of 4.3% using a 12-month average in December 2023 when the following method is used:

*The annual COLA as described in 5.1-b of the current 3581 MOU can be found by going to the U.S. Bureau of Labor Statistics “Series Id: CUUR0400SA0”, > More Formatting Options, > Select view of data: Table format and check 12-month percent change, > Specify year Range, > Select one time period: select Annual Data, > Retrieve Data.*

- Below is the language within the current MOU with Local 3581

## **Section 5: Wages, Hours of Work, Benefits**

### **5.1 Wages**

Employees covered under this MOU shall be paid in accordance with the attached Addendum “A” pay schedule and salary adjustments listed within this MOU. The District hereby adopts Addendum “A” as the method for determining classifications and pay steps for employees.

5.1-a. The District agrees to increase the compensation and pay steps for each classification in July of each year by the amount equal to the cumulative increase in the Consumer Price Index - West (CPI-U West) during the preceding 12 months (based on December-December of the previous year), up to a maximum of 5% (Cost of Living Adjustment or “COLA”). In the event the 12-month cumulative increase in the Consumer Price Index-West (CPI-U West) exceeds 5%, the District and Union agree to meet and confer on whether to grant a COLA for that year that is equal to the actual Consumer Price Index-West (CPI-U West). No other provisions of this MOU shall be opened for

- This is the process used in last year’s CPI calculation. My recommendation is to approve the 4.3% CPI for all of the employees group including none unionized positions including Fire Chief, Executive Secretary, Assistant Executive Secretary, and Prevention Officer.


Sincerely,

Mike Johnson, Fire Chief

# Databases, Tables & Calculators by Subject

 Special Notices 12/05/2023

Change Output Options:

From:  To:  

include graphs  include annual averages

[More Formatting Options](#) 

Data extracted on: March 18, 2024 (5:19:08 PM)

## Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0400SA0 ✓  
 Not Seasonally Adjusted  
 Series Title: All items in West urban, all urban consumers, not seasonally adjusted  
 Area: West  
 Item: All items  
 Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089
2019	265.624	266.215	267.370	269.522	270.880	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.350	268.428	272.272
2020	273.340	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919	314.599	310.509	305.872	315.146
2023	317.477	319.130	320.715	322.187	323.525	324.448	324.865	326.234	327.491	327.708	326.299	325.932	323.834	321.247	326.422
2024	328.053	329.339													

## 12-Month Percent Change

Series Id: CUUR0400SA0  
 Not Seasonally Adjusted  
 Series Title: All items in West urban, all urban consumers, not seasonally adjusted  
 Area: West  
 Item: All items  
 Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1	6.2	8.0	8.3	7.7
2023	6.3	6.0	5.1	4.9	4.5	3.5	3.5	3.9	3.9	3.3	3.3	3.6	4.3	5.0	3.6
2024	3.3	3.2													

*printed 3/18/24*

draft 01/11/24

56-Hours/Week PERSONNEL PAY SCHEDULE

2024-25

Includes 4.3% COLA increase to FY 2023-24				CLASS	STEP						
				LEVEL	1	2	3	4	5	6	
Interval*					1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	
FIREFIGHTER	Annual for 56 hours/week	Regular OT			1,737.11	1,792.70	1,850.07	1,909.27	1,970.36	2,033.42	
		Holiday Pay			3,334.89	3,441.60	3,551.74	3,665.39	3,782.68	3,903.73	
		Shift Personnel			66,697.76	68,832.09	71,034.72	73,307.83	75,653.68	78,074.60	
	Firefighter EMT		Hourly Rate	FE	22.84	23.57	24.33	25.11	25.91	26.74	
	Annual for 56 hours/week	Regular OT			1,997.68	2,061.60	2,127.57	2,195.66	2,265.92	2,338.43	
		Holiday Pay			3,835.12	3,957.85	4,084.50	4,215.20	4,350.09	4,489.29	
		Shift Personnel			76,702.43	79,156.91	81,689.93	84,304.00	87,001.73	89,785.79	
	Firefighter Paramedic 1		Hourly Rate	FP1	26.27	27.11	27.98	28.87	29.80	30.75	
	ENGINEER	Annual for 56 hours/week	Regular OT			2,015.05	2,079.53	2,146.08	2,214.75	2,285.62	2,358.76
			Holiday Pay			3,868.47	3,992.26	4,120.01	4,251.85	4,387.91	4,528.33
			Shift Personnel			77,369.41	79,845.23	82,400.27	85,037.08	87,758.27	90,566.53
		Engineer EMT		Hourly Rate	EE	26.50	27.34	28.22	29.12	30.05	31.02
Annual for 56 hours/week		Regular OT			2,317.31	2,391.46	2,467.99	2,546.96	2,628.47	2,712.58	
		Holiday Pay			4,448.74	4,591.10	4,738.02	4,889.63	5,046.10	5,207.58	
		Shift Personnel			88,974.82	91,822.01	94,760.32	97,792.65	100,922.01	104,151.51	
Engineer Paramedic 2			Hourly Rate	EP2	30.47	31.45	32.45	33.49	34.56	35.67	
Annual for 56 hours/week		Regular OT			2,293.39	2,357.87	2,424.42	2,493.09	2,563.97	2,637.10	
		Holiday Pay			4,402.83	4,526.62	4,654.37	4,786.21	4,922.27	5,062.69	
		Shift Personnel			88,056.61	90,532.43	93,087.47	95,724.28	98,445.47	101,253.73	
Engineer Paramedic 1			Hourly Rate	EP1	30.16	31.00	31.88	32.78	33.71	34.68	
CAPTAIN	Annual for 56 hours/week	Regular OT			2,337.46	2,412.26	2,489.45	2,569.11	2,651.32	2,736.16	
		Holiday Pay			4,487.43	4,631.02	4,779.22	4,932.15	5,089.98	5,252.86	
		Shift Personnel			89,748.51	92,620.46	95,584.32	98,643.02	101,799.59	105,057.18	
	Captain EMT		Hourly Rate	CE	30.74	31.72	32.73	33.78	34.86	35.98	
	Annual for 56 hours/week	Regular OT			2,688.08	2,774.09	2,862.86	2,954.48	3,049.02	3,146.59	
		Holiday Pay			5,160.54	5,325.68	5,496.10	5,671.97	5,853.48	6,040.79	
		Shift Personnel			103,210.79	106,513.53	109,921.97	113,439.47	117,069.53	120,815.76	
	Captain Paramedic 2		Hourly Rate	CP2	35.35	36.48	37.64	38.85	40.09	41.38	
	Annual for 56 hours/week	Regular OT			2,615.80	2,690.60	2,767.79	2,847.45	2,929.66	3,014.51	
		Holiday Pay			5,021.79	5,165.38	5,313.58	5,466.51	5,624.34	5,787.22	
		Shift Personnel			100,435.71	103,307.66	106,271.52	109,330.22	112,486.79	115,744.38	
	Captain Paramedic 1		Hourly Rate	CP1	34.40	35.38	36.39	37.44	38.52	39.64	
BATTALION CHIEF	Annual for 56 hours/week	Regular OT			2,711.45	2,798.22	2,887.76	2,980.17	3,075.53	3,173.95	
		Holiday Pay			5,205.41	5,371.99	5,543.89	5,721.29	5,904.38	6,093.32	
		Shift Personnel			104,108.27	107,439.74	110,877.81	114,425.90	118,087.53	121,866.33	
	Batt Chief EMT		Hourly Rate	BCE	35.65	36.79	37.97	39.19	40.44	41.74	
	Annual for 56 hours/week	Regular OT			3,118.17	3,217.95	3,320.92	3,427.19	3,536.86	3,650.04	
		Holiday Pay			5,986.23	6,177.78	6,375.47	6,579.49	6,790.03	7,007.31	
		Shift Personnel			119,724.51	123,555.70	127,509.48	131,589.78	135,800.66	140,146.28	
	Batt Chief Paramedic 2		Hourly Rate	BCP2	41.00	42.31	43.67	45.06	46.51	48.00	
	Annual for 56 hours/week	Regular OT			2,989.79	3,076.56	3,166.10	3,258.51	3,353.88	3,452.29	
		Holiday Pay			5,739.77	5,906.35	6,078.25	6,255.65	6,438.74	6,627.68	
		Shift Personnel			114,795.47	118,126.94	121,565.01	125,113.10	128,774.73	132,553.53	
	Batt Chief Paramedic 1		Hourly Rate	BCP1	39.31	40.45	41.63	42.85	44.10	45.40	

\*Minimum amount of time at this step.

Shaded area indicates annual amount.

Paramedic 1 indicates rank placement for promoting Firefighter-Paramedics hired after 11/15/2016; Paramedic 2 for those hired prior to 11/15/2016.

FIRE CHIEF PAY SCHEDULE

2024-25

Includes 4.3% COLA increase to FY 2023-24				1	2	3	4	5	6
				6 Months	1 Year	1 Year	1 Year	1 Year	1 Year
FIRE CHIEF	Annual Salary for 40 hr/wk			131,711	136,072	140,580	145,213	149,993	154,960
	Per Month			10,976	11,339	11,715	12,101	12,499	12,913
	Hourly Rate			63.11	65.20	67.36	69.58	71.87	74.25

ADMINISTRATIVE PAY SCHEDULE

2024-25

Includes 4.3% COLA increase to FY 2023-24				CLASS	STEP					
				LEVEL	1	2	3	4	5	6
Interval*					1 Year	1 Year	1 Year	1 Year	1 Year	1 Year
Fire Prevention Officer	Limited Position Not to Exceed 999 hours	Annual Salary for 40 hr/wk		FPO	51,465	53,156	54,909	56,725	58,603	60,544
		Hourly Rate			24.66	25.47	26.31	27.18	28.08	29.01
District Secretary		Annual Salary for 40 hr/wk		DS	77,949	80,516	83,167	85,922	88,760	91,703
		Hourly Rate			37.35	38.58	39.85	41.17	42.53	43.94
Assistant District Secretary	Limited Position Not to Exceed 999 hours	Annual Salary for 40 hr/wk		ADS	47,813	49,399	51,027	52,697	54,408	56,245
		Hourly Rate			22.91	23.67	24.45	25.25	26.07	26.95

**COUNTY OF CALAVERAS  
OFFICE OF AUDITOR-CONTROLLER  
SPECIAL DISTRICT BUDGET ADJUSTMENT**

Please Indicate Type:

Fiscal Year: <u>2023-24</u>	<input type="checkbox"/>	Appropriation/Est. Revenue Increase
District: <u>Ebbetts Pass Fire District</u>	<input checked="" type="checkbox"/>	Reserve Transfer
Org Key: <u>2290 0010</u>	<input checked="" type="checkbox"/>	Budget Adjustment

<u>Object No</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
5001	Reserve Salaries/Wages	\$ -	\$ 1,126,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>Subtotal</b>		\$ -	\$ 1,126,000.00
Increase/Decrease Reserve		\$ 1,126,000.00	\$ -
<b>Total</b>		<b>\$ 1,126,000.00</b>	<b>\$ 1,126,000.00</b>

**Votes by the Special District Board of Directors:**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_ 4/16/2024





California Public Employees' Retirement System  
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)  
TTY: (877) 249-7442 Fax: (800) 959-6545  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

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California Public Employees' Retirement System

March 26, 2024

Cheryl B Howard  
Ebbetts Pass Fire Protection District  
P.O. BOX 66  
ARNOLD, CA 95223

CalPERS ID: 2779006014

Dear Cheryl B Howard,

This document is to notify you that your EFT Checking payment for Employer Contributions - Unfunded Liability Additional Contributions, Classic, 1319, CalPERS, 2023/2024, Receivable Identification Number 100000017491368, was received by CalPERS on March 26, 2024.

Your receivable will be paid in full once the payment has settled, which can take up to two business days.

If you have any questions, please visit our Web site [www.calpers.ca.gov](http://www.calpers.ca.gov), or you may contact us toll free at **888 CalPERS** (or **888-225-7377**).

Sincerely,

Financial Reporting & Accounting Services Division

myCalPERS 0862



# COUNTY OF CALAVERAS

REBECCA TURNER  
Registrar of Voters

## REGISTRAR OF VOTERS

891 Mountain Ranch Road  
San Andreas, CA 95249  
Phone: (209)754-6376  
Fax: (209)754-6733  
Electionsweb@calaverascounty.gov

DATE: April 4, 2024  
TO: City, School & Special Districts  
RE: November 5, 2024 General Election

Enclosed, please find the following:

1. Notice of General District Election
2. Sample Resolution
3. List of current office holders whose positions will be open for this Election. If there are discrepancies with the list, please make changes to the list and return the updates to the Election Department.

The candidate filing period is from July 15th through August 9th (it will extend five days for everyone other than incumbents if incumbents fail to file for re-election).

Please forward the following documentation to the Elections Office by **May 24, 2024**. This deadline will not be extended and has been established to ensure our office has sufficient time to perform all necessary functions for this election:

- Completed Notice of General District Election – must contain: 1) the district's list of elective officers/positions to be filled for the upcoming election, 2) whether or not the district will pay for printing candidate's statements in the Voter Information Pamphlet, 3) whether or not there have been any boundary changes to your district.
- April 16* Resolution adopted by your Board requesting consolidation of the district's election (sample enclosed).  
**Resolution must list each Director that voted.**
- No change* Certified copy of the district's map showing current boundaries *if* changed:  
Elections Code §10522 requires that at least 125 days before the election, a current map and boundary description be delivered to the Registrar of Voters.
- A complete listing of current office holders in your district with term expiration dates and contact information, including a main district contact and e-mail address if available.

Pursuant to EC 10004, if any special district fails to call or take any other necessary steps to hold a regular election, the Board of Supervisors may call a special election for the selection of the governing board members.

If you have any questions or need further assistance, please contact the Election Office at (209) 754-6376 or e-mail [electionsweb@calaverascounty.gov](mailto:electionsweb@calaverascounty.gov).

**NOTICE OF GENERAL DISTRICT ELECTION**  
**To be consolidated with the November 5, 2024, General Election**  
 (ELECTIONS CODE §10509, 10522, 10524, W.C. 71451)

**Ebbetts Pass Fire District**  
 DISTRICT

**November 5, 2024**  
 DATE OF ELECTION

The purpose of said election is to elect three (3) directors for a FULL TERM to fill the offices presently held by the following directors, whose terms expire December 2024.

NAME	DIVISION (if applicable)
<u>Peter Neal</u>	_____
<u>Michael S Barr</u>	_____
<u>Jon Dashner</u>	_____

The following section applies only if Director(s) was/were appointed to fill a vacancy in an office which is not normally scheduled to be voted on this year.

District will also elect \_\_\_\_\_ director(s) for a SHORT TERM ending \_\_\_\_\_.

NAME	DIVISION	DATE APPOINTED	DIRECTOR REPLACED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Candidates for office may obtain nomination papers between July 15<sup>th</sup> and August 9<sup>th</sup>, 2024 (if incumbents fail to file for re-election the date will extend to August 14<sup>th</sup>, 2024, for everyone other than incumbents) from Calaveras County Clerk, Elections Department, 891 Mountain Ranch Road San Andreas, CA 95249.

A Notice of Election will be published by Calaveras County Clerk, Elections Office in the Enterprise and the Valley Springs News.

**CANDIDATE'S STATEMENTS (Check the appropriate box below)**

- District will pay for Candidate's Statements upon billing [ ]
- Candidates will pay for Candidate's Statements upon submittal [X]

MAP OR BOUNDARY DESCRIPTION (REQUIRED) is enclosed here with

- NO boundary changes [X]
- SEE boundary changes [ ]

Elections Code §10522 requires that at least 125 days (July 3, 2024) before the election, a current map and boundary description be delivered to the Registrar of Voters.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (District Secretary)

PO Box 66, Arnold CA 95223  
District Mailing Address

(DISTRICT SEAL HERE)

(209) 795-1646  
(AREA CODE) TELEPHONE NUMBER

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
EBBETTS PASS FIRE DISTRICT**

**Resolution No. 2024 - 2**

**RESOLUTION CALLING GENERAL DISTRICT ELECTION**

**WHEREAS**, an election will be held within the Ebbetts Pass Fire District within Calaveras County on November 5, 2024, for the purpose of electing Governing Board Members; and

**WHEREAS**, Election Code § 10403 requires jurisdictions to file with the Board of Supervisors, and the County Clerk, a resolution requesting consolidation with said election.

**THEREFORE, BE IT RESOLVED** that the Ebbetts Pass Fire District requests the Board of Supervisors of Calaveras County to consolidate the District Election with the election to be held on November 5, 2024.

**BE IT FURTHER RESOLVED**, that the District agrees to reimburse the County Elections Department for actual costs accrued as a result of this consolidation. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Election Code § 10418.

**ON A MOTION** by Director \_\_\_\_\_ seconded by Director \_\_\_\_\_ the foregoing resolution was duly passed and adopted by the following vote on April 16, 2024.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Chair of the Board of Directors

Attest:

\_\_\_\_\_  
Secretary of the Board of Directors

**Mike Johnson**

---

**From:** .. ..  
**Sent:** Wednesday, March 27, 2024 5:03 PM  
**To:**  
**Subject:** Pooling our CSDA legal service hours to address Gann Limit questions  
**Attachments:** LegalCooperationResolution.docx

Dear JPA member:

At our meeting on Wednesday, we agreed in principle to cooperate by pooling the free hour of legal service that each agency has available as part of its California Special Districts Association membership. To do this, each district board has to vote and then contact the CSDA to be part of it.

A draft resolution is attached. Please agendize at your earliest convenience.

I have alerted CSDA Chief Counsel Mustafa Hessabi of this plan. Once you vote to cooperate on getting CSDA legal help, please let Mustafa know and please email a copy both to him and to me.

Phone: 877.924.2732

Thanks,

Dana  
Calaveras Fire JPA clerk

**EBBETTS PASS FIRE DISTRICT RESOLUTION No. 2024-3**  
**Resolution Authorizing Cooperation to Seek Legal Counsel**

WHEREAS Calaveras County voters on March 5, 2024, approved Measure A, a sales tax initiative that will generate revenue to improve operations at the nine fire districts and one city fire department in Calaveras County;

WHEREAS it is unclear whether the language in Measure A is adequate to increase the Gann limits of individual districts and the City of Angels so as to ensure that the Measure A revenue can be allocated and spent;

WHEREAS some legal authorities have suggested that since Measure A is a Countywide tax that will be distributed by the county government that it may be the County's Gann limit that is relevant;

WHEREAS it may be necessary to amend Measure A or take other actions so that the local agencies may comply with the will of the voters by improving fire protection using Measure A revenue.

THEREFORE, the Board of Directors of the Ebbetts Pass Fire District resolves to cooperate with other fire agencies in Calaveras County by using the District's hour of free legal service that is included in its annual membership in the California Special Districts Association to answer the question of what action, if any, needs to be taken to ensure that Measure A revenues can be used as the voters wish and in compliance with the revenue limit laws of California.

This Board furthermore resolves to cooperate with the other local fire agencies by splitting the costs, if any, of any CSDA-provided legal services required to resolve these questions should that work extend beyond the free hours pooled by Calaveras County fire agencies that are participating CSDA members.

Passed, Approved and Adopted this 16th day of April, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

# AMENDED JOINT POWERS AGREEMENT OF CALAVERAS COUNTY FIRE

This Amended Joint Powers Agreement (the "Agreement") is made and entered into in the County of Calaveras, State of California, by and between the CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT, ALTAVILLE-MELONES FIRE PROTECTION DISTRICT, CENTRAL CALAVERAS FIRE PROTECTION DISTRICT, COPPEROPOLIS FIRE PROTECTION DISTRICT, WEST POINT FIRE PROTECTION DISTRICT, EBBETTS PASS FIRE PROTECTION DISTRICT, MURPHYS FIRE PROTECTION DISTRICT, SAN ANDREAS FIRE PROTECTION DISTRICT, AND MOKELUMNE HILL FIRE PROTECTION DISTRICT, fire protection districts formed and operating pursuant to the provisions of California Health and Safety Code Section 13800 et seq., AND THE CITY OF ANGELS, a general law city operating pursuant to the provisions of California Government Code Section 34000 et seq., which ten agencies form a political subdivision of the State of California (hereinafter "Calaveras County Fire Authority"), (and together, the "Member Agencies"), and any other public agencies in the State of California who may hereafter execute this Joint Powers Agreement and become a Member Agency of this Authority pursuant to the provisions of California Government Code Section 6500 et seq.

## RECITALS

WHEREAS, each of the Member Agencies who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the parties to this Agreement has the power to provide one or more of the following services to the public pursuant to the provisions of California Health and Safety Code Section 13800 et seq. or pursuant to California Government Code Section 38600 et. Seq:

A. Fire protection services. B. Rescue services. C. Emergency medical services. D. Hazardous material emergency response services, E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797). F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq. G. Any other services relating to the protection of lives and property.

These services shall hereinafter be referred to as Fire and Life Safety Protection Services ; and

WHEREAS, there is a need among the Member Agencies for coordinated planning, administration, operation and financing of the provision of Fire and Life Safety Protection Services for the benefit of the public within their respective jurisdictional boundaries in order to obtain the maximum public benefit from the expenditure of public funds by the Member Agencies for such services; and

WHEREAS, the Member Agencies find that consolidating the administration, planning, financing, and provision of Fire and Life Safety Protection Services within their respective jurisdictional boundaries will reduce the duplication of facilities, equipment,

labor, administration, materials and supplies, planning, training, and provision of Fire and Life Safety Protection Services; and

WHEREAS, the Member Agencies find that the consolidation and coordination of the provision of Fire and Life Safety Protection Services will provide a higher level of service to the public for less cost that can be achieved by each Member Agency providing such services independently; and

WHEREAS, the Member Agencies desire to form a partnership based on these common goals and policies in order to increase the efficiency in the provision of Fire and Life Safety Protection Services to the public; and

WHEREAS, each of the Member Agencies which are parties to this Agreement desire to join together with other public agencies within Calaveras County who provide similar Fire and Life Safety Protection Services to collectively establish, operate, manage and administer such Fire and Life Safety Protection Services pursuant to the terms of this Agreement; and

WHEREAS, each of the Member Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to jointly exercise some, any and all powers common to each of them including, but not limited to the provision of

A. Fire protection services. B. Rescue services. C. Emergency medical services, D. Hazardous material emergency response services. E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797 ). F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq. G. Any other services relating to the protection of lives and property as permitted pursuant to the Joint Powers Act at California Government Code Section 6500 et seq.; and

WHEREAS, California Health and Safety Code Section 13860) authorizes fire protection districts to enter into joint powers agreements pursuant to Government Code Section 6500 et seq. and Government Code 6500 et seq authorizes cities to enter into joint powers agreements; and

WHEREAS, California Government Code Section 6502 provides that it is not necessary for any power common to the Member Agencies executing this Agreement to be exercisable by each such Member Agency with respect to the geographical area in which such power is to be jointly exercised; and

WHEREAS, it is the desire of the Member Agencies which have executed this Agreement to enter into this Agreement to better define the existence, functions, manner and method of operations of this Joint Powers Authority, and to specify the manner in which a cooperative working relationship can be established to coordinate the efficient delivery of Fire and Life Safety Protection Services to members of the public within Calaveras County; and

WHEREAS, by execution of this Agreement, each Member Agency finds that it is to its mutual advantage and in the best interests of all the Member Agencies executing this Agreement to establish this Joint Powers Authority for the purposes specified herein; and

WHEREAS, the agencies originally entered into a Joint Powers Agreement in 2019 and then an Amended Joint Powers Agreement in 2020, but failed in 2020 to clearly label the Amended Agreement as "Amended," and in 2023 adopted an amended agreement to cure that omission, and now wish to include the CITY OF ANGELS in the agreement;



NOW THEREFORE, for and in consideration of the execution of this **Amended Agreement** by other Agencies, each of the parties hereto does hereby agree as follows:

## **SECTION 1: PURPOSE**

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the CALAVERAS COUNTY FIRE SERVICES JOINT POWERS AUTHORITY (hereinafter the "Calaveras County Fire Authority") for and with the purpose of coordinating and consolidating the administration, operation, management and delivery of some, any and for all the following Fire and Life Safety Protection Services:

A. Fire protection services. B. Rescue services. C. Emergency medical services. D. Hazardous material emergency response services. E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797 ). F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq. G. Any other services relating to the protection of lives and property.

The Calaveras County Fire Authority believes these agreements and practices are for the benefit of the public within the respective jurisdictional boundaries of each Member Agency who executes this Agreement and becomes a Member Agency of the Authority. This Agreement is entered into by each Member Agency in order to jointly fund, administer, operate and manage the delivery of such services. It the further purpose of this Agreement to make more efficient use of the common powers of participating Member Agencies to provide such Fire and Life Safety Protection Services to the public in order to increase the efficiency of the delivery of such services and decrease the costs of providing such services to the public.

To achieve such purposes, the Authority and its participating Member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and other third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the planning, administration, operation, financing and delivery of such Fire and Life Safety Protection Services. These purposes shall be accomplished through a joint exercise of powers by said Member Agencies pursuant to the terms and conditions of this Agreement which creates a separate Joint Powers Authority known as the Calaveras County Fire Services Joint Powers Authority.

## **SECTION 2: OBJECTIVES**

The Calaveras County Fire Authority explicitly recognizes and desires to solidify and memorialize certain past practices and agreements that the member agencies have with the

County of Calaveras. Memorializing these agreements and past practices and building future collaborations is the explicit primary purpose of the formation of this joint Powers Agreement.

These agreements and past practices include the following:

1. Calaveras County allocates 10% of monies received pursuant to Proposition 172 to the Calaveras County Fire Agencies. As Proposition 172 was intended fund Public Safety, the Calaveras County Fire Authority believes that this is the minimum level of acceptable funding to maintain Fire Protection in Calaveras County.

2. Calaveras County allocates 25% of monies received from the Transient Occupancy Tax to the Fire Agencies in the County (excluding the City of Angels Camp). Transient Occupancy taxes help offset the costs of providing services to visitors to Calaveras County. Tourism is a critical industry in Calaveras County, and the members of the Calaveras County Fire Authority believe this allocation is critical in maintaining quality fire protection services and support the tourism industry in Calaveras County.

3. Calaveras County collects Water Enhancement Fees and the Calaveras County Fire Authority desires to ensure that these funds continue to be allocated to the provision of water for fire suppression, including the water tender program. The Ordinance establishing this funding needs to be reviewed and updated and a purpose of this agreement is to ensure that this is completed and represents the interests of the Calaveras County Fire Authority.

4. As a result of the reorganization of Fire Protection Services in Calaveras County, the Fire Protection Districts assumed responsibility for providing EMS and fire protection services. Providing Emergency Dispatch Services and a County Fire Marshal (fire inspections, plans review, and fire code enforcement, etc.) remained the responsibility of Calaveras County, with the agreement that the Fire Districts would be consulted on matters of mutual interest. The County of Calaveras also retained responsibility for funding the provision of emergency dispatch services. The Calaveras County Fire Authority desires to establish a mechanism wherein these matters of mutual interest could be addressed in a consistent manner and public safety related issues to fire protection matters in Calaveras County would be addressed.

### SECTION 3: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Calaveras County Fire Services Joint Powers Authority (the "Calaveras County Fire Authority"). A notice of this Agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5,

## **SECTION 4: MEMBERSHIP**

Each Member Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services within the geographical area comprising Calaveras County:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797 ).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

Each Member Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

## **SECTION 5: PARTIES TO AGREEMENT**

Each Member Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Member Agencies who have signed this Agreement, and, in addition, with each Member Agency which may later be added as a party to and may sign this Agreement. Each Member Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Member Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Member Agency's intent to contract as described above with the then remaining Member Agencies.

## **SECTION 6: TERM OF AGREEMENT**

After becoming effective upon the execution of this Agreement by all participating parties as the initial signatory Member Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Member Agencies; and shall become effective as to Member Agencies who later execute this Agreement upon approval of each Member Agency's membership by the Board of Directors of the Authority, execution of this Agreement by such Member Agency and by the Authority, and by payment by each Member Agency of any initial contributions required for participation in the coordinated and consolidated programs and services offered by the Authority for the benefit of the public.

## **SECTION 7: POWERS OF THE AUTHORITY**

The Authority shall have all the powers common to its participating Member Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, administration, management and delivery of

A. Fire protection services. B. Rescue services. C. Emergency medical services. D. Hazardous material emergency response services. E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797 ). F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq. G. Any other services relating to the protection of lives and property for the benefit of the public located within the jurisdictional boundaries of any of the participating Member Agencies.

This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

A. to make and enter into contracts; B. to employ agents and employees and/or to contract for services from third parties; C. to incur debts, liabilities and obligations; to acquire property by gift, grant, exchange, devise, or purchase; D. to hold, lease, convey, sell, encumber, or dispose of property; E. to acquire, construct, manage, maintain or operate any building, works, equipment, or improvements; F. to sue and to be sued in its own name; G. to receive monetary contributions and donations of property, funds, labor, services, equipment, apparatus, and other forms of assistance from Member Agencies, or from other persons, firms, corporations and other governmental entities; to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities; H. to issue or caused to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies; I. obtain in its own name all necessary permits, licenses, certifications, authorizations, opinions and rulings; J. whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations; K. exercise all powers incidental, necessary and proper to carry out the terms and provisions of this Agreement.

## **SECTION 8: BOARD OF DIRECTORS**

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of the Chief Executive Officer and one designated member who shall be a Board member or Officer of the member agency. Each member agency shall also designate an alternate who shall be a Board member or Officer of the member agency .

Each member agency who has at least one member present at a meeting shall have one vote on any matters put to vote by the Authority, regardless of the number of Directors present at any meeting where a vote is held. The Board of Directors shall have the authority to conduct all business and govern all the affairs of this joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

## **SECTION 9: POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the following powers:

- A. Exercise all powers and conduct all business of this Joint Powers Authority.
- B. Determine the manner and method of providing the Fire and Life Safety Protection Services authorized by this Agreement including but not limited to: (1) any contributions from the treasuries of the Member Agencies required to provide the Fire and Life Safety Protection Services authorized by this Agreement; (2) determine the amount and method of payment of public funds which may be made by the Member Agencies to defray the costs of providing such services; and (3) provide for the advancement of public funds on behalf of one or more Member Agencies to the Authority in order to facilitate the provision of services authorized by this Agreement and to determine the manner and method by which such advances will be repaid; and (4) determine the manner, method and procedure by which personnel, equipment, apparatus, or property of one or more of the Member Agencies may be loaned to the Authority in lieu of monetary contributions or advances of funds from the treasuries of such Member Agencies.
- C. Contract for various services to be provided to the Authority including, but not limited to, legal services, accountancy services, auditing services, capital improvement and equipment financing services, risk management services, and special tax, assessment and fee development services.
- D. Appoint committees; appoint staff or designate staff from Member Agencies to provide services on behalf of the Authority; and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority and the effective provision of services by this Joint Powers Authority, or alternatively designate employees of Member Agencies to perform such services on behalf of the Authority.
- E. Determine and purchase all necessary insurance coverage to protect the Authority and its funds in the delivery of Fire and Life Safety Protection Services by the Authority. Determine and collect contributions and/or advances of public funds from the treasuries

of Member Agencies or determine the manner and method of donation of personnel, equipment, apparatus or property by one or more of the Member Agencies to the Authority in consideration for participation in the consolidated delivery of fire suppression and emergency medical and rescue services by the Member Agencies of the Authority.

F. Deposit all funds received by the Authority in separate bank accounts in the name of the Authority.

G. Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.

H. Direct the payment, adjustment, and defense of all claims filed by third parties which allege liability of Member Agencies of the Authority during the period of their membership in and participation in the Authority.

I. Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.

J. Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the Member Agencies and their personnel.

K. Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.

L. Acquire property, equipment, apparatus, and/or materials and supplies by gift, grant, exchange, lease, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all such property, equipment, apparatus, and/or materials and supplies necessary or appropriate to carry out the powers and operations of the Authority.

M. Establish bylaws as well as policies and procedures for the operation and administration of the Authority.

N. Enter into contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority.

## **SECTION 10: RESTRICTIONS ON POWER**

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509. Within the jurisdiction of each member agency, the member agency may choose to opt in or out of the exercise of any power specified in Section 6.

## **SECTION 11: ADMINISTRATIVE SERVICES AND TREASURER**

Pursuant to California Government Code Section 6506, under the direction of the Board of Directors of the Authority, Officers shall be elected pursuant to the Bylaws of the Authority and

shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis.

At the time this Amended Agreement is prepared in 2024, the Authority has no funds, makes no expenditures, and does not anticipate doing so. However, pursuant to the Joint Exercise of Powers Act and Gov. Code Sec. 6505.5, the Authority designates the Treasurer of Central Calaveras Fire Protection District to serve as the depository and custodian of all the money of the Authority. The Treasurer of Central Calaveras Fire Protection District shall on behalf of the Authority:

- A) Receive and receipt for all money of the Authority and place it in the treasury designated to the credit of the Authority.
- B) Be responsible for the safekeeping and disbursement of all Authority money so held.
- C) Pay, when due, with Authority funds, all sums payable on the Authority's behalf.
- D) Pay any other sums due from the Authority only upon warrants of the public officer performing the functions of auditor or controller as designated by this agreement.
- E) Verify and report in writing on the first day of July, October, January and April each year to the Authority and the member agencies the amount of money held in by the Authority and the amounts received and paid out since the last report.

The governing board of Central Calaveras Fire Protection Fire District shall have authority to retain a Certified Public Accountant to audit Authority finances and to charge the Authority for the expense.

## **SECTION 12: BYLAWS**

Once formed, the Authority, shall adopt Bylaws. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as adopted or amended. The Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

## **SECTION 13: WITHDRAWAL OR INVOLUNTARY TERMINATION**

Any Member Agency may voluntarily withdraw from membership in the Authority as provided in the Bylaws; or a Member Agency may be involuntarily terminated from membership in the Authority as provided in the Bylaws. Such withdrawal by or involuntary termination of a Member Agency shall not terminate this Agreement as to the remaining Member Agencies or the existence of the Authority. Said withdrawing or terminated Member Agency shall remain subject to any and all outstanding obligations arising out of any agreements to which said withdrawn or terminated Member Agency is a signatory.

## **SECTION 14: TERMINATION OF AUTHORITY**

The Authority may be terminated at any time upon the agreement of all of the then participating Member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating Member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

## **SECTION 15: AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by all of the Member Agencies then parties to this Agreement. Upon signature of any amendment by all of the then participating Member Agencies, any Member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

## **SECTION 16: ENFORCEMENT**

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member Agency which has signed this Agreement, the Member Agency agrees to pay such sums as the court may fix as attorneys fees and costs incurred by the Authority in enforcing this Agreement in said action.

## **SECTION 17: NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Member Agencies which are parties to the Joint Powers Agreement, unless assumed in a particular case by resolution of the legislative body of a participating Member Agency.

## **SECTION 18: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES**

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder, for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or



omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

## SECTION 19: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment for Authority pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees, pursuant to the Authority bylaws.

## SECTION 20: MISCELLANEOUS PROVISIONS

- A. This Agreement shall bind and inure to the successors in interest of the Authority and to the successors in interest of each participating Member Agency in the same manner as if such parties had been expressly named herein. B. This Agreement shall be governed by the laws of the State of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

## SECTION 21: EXECUTION IN COUNTERPARTS

This **Amended** Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_ (Name of District or City Government)

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Board Chairman Signature: \_\_\_\_\_

Date: \_\_\_\_\_