

ANDERSON FIRE PROTECTION DISTRICT



BOARD OF DIRECTORS AGENDA

APRIL 13, 2021

REGULAR MEETING – 5:00 P.M.

**Fire Station/Training Room
1925 Howard Street, Anderson, California**

PARTICIPATION BY PUBLIC IN MEETING

To address the Board on any particular issue, please EMAIL Mo Hern @ mhern@andersonfire.org at least 30 minutes prior to the start of the meeting.

Effective July 1, 2008, the Brown Act requires any non-confidential documents or writings distributed to a majority of the Board of Directors less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

Pursuant to the State's Open Meeting Law, the legislative body or its staff may briefly respond to comments or questions from members of the public; and if deemed necessary, refer the subject for follow-up and/or to schedule the matter on a subsequent Board agenda.

The Brown Act prohibits the Board from taking action on any item not placed on the printed Agenda in most cases.

In compliance with the Americans with Disabilities Act, the Anderson Fire Protection District will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the Clerk of the Board (378-6699) to make such a request. Notification 72 hours prior to the meeting will enable the Anderson Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C.

OPEN SESSION Chairman of the Board Trish Clark will call the meeting to order at _____

1.0 CALL TO ORDER

ROLL CALL:

CHAIRPERSON
VICE CHAIRPERSON
SECRETARY
MEMBER
MEMBER

TRISH CLARKE
JOHN DAY
CHAD DOWNING
JAMES YARBROUGH
JEFF HOGUE

2.0 INVOCATION - CHAIRPERSON TO CHOOSE.

3.0 PLEDGE OF ALLEGIANCE - CHAIRPERSON TO CHOOSE.

4.0 PRESENTATIONS: -

4.1 Pierce Engine Specs, Price, Financing.

4.2 Services agreement with Fire Recovery, USA LLC.

5.0 PUBLIC COMMENT PERIOD

Any person may address the District Board on any subject pertaining to District business, which is not Listed on the agenda. This comment period is provided by the Ralph M. Brown Open Meeting Act (Government Code 54950 et seq.). The Board welcomes participation at Board meetings. Members of the public may address the Board on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less. Any request that requires Board action may be set by the Board for a future agenda or referred to staff

6.0 CONSENT AGENDA

All items listed under the consent agenda are considered by the Board to be routine and will be enacted by one motion in the order listed below. There will be no separate discussion of these items, unless specified. Items may be removed to the regular agenda prior to the time the Directors vote on the motion to adopt the consent agenda. A Board member's vote in favor of the Consent Agenda is considered and recorded as a separate and affirmative vote in favor of each item listed. Motions in favor of the Consent Agenda are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Agenda. Items on tonight's consent agenda are:

6.1 APPROVAL OF THE MARCH 2021 REGULAR BOARD MEETING MINUTES

6.2 APPROVAL OF BILLS FOR THE MONTH OF MARCH 2021

Moved:
Seconded:
Approved:

OPEN SESSION

7.0 PUBLIC HEARINGS-

A public hearing is an open consideration within a regular or special meeting of the Board, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1 - NONE

8.0 ACTIONS ITEMS-

8.1 Approved amended employment agreement for Fire Chief.

8.2 Renew agreement between the Anderson Fire Protection District and the California Department of Forestry and Fire Protection Shasta Trinity Unit for Fire Protection in Mutual Threat Zones. (MTZ).

STAFF REPORTS

9.0. FIRE MARSHAL REPORT- See attached

10.0 BATTALION CHIEF'S REPORT- NONE

11.0. FIRE CHIEF'S REPORT – See attached

12.0 DIRECTORS' REPORTS –

13.0 CLOSED SESSION AGENDA ITEMS- None

14.0 ADJOURNMENT- We adjourned the meeting at _____

Moved:

Seconded:

Approved:

**NEXT REGULARY SCHEDULED BOARD MEETING
TUESDAY MAY 11TH, 2021 5:00 PM
FIRE STATION – TRAINING ROOM**



www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

ANDERSON FIRE PROTECTION DISTRICT

Golden State Fire Apparatus/ Pierce Manufacturing Quote Information

March 25, 2021

The following quote is for:

- One (1) Pierce Enforcer PUC Type 1 Engine.

The following quotes include the following:

- Attached vehicle option list (detailed specifications are available on request)
- 100% third party surety performance bond
- One factory pre-construction trip for two A.F.P.D. representatives
- One factory final inspection trip for two A.F.P.D. representatives
- Delivery of vehicle from the factory to dealership.
 - Upon completion of pre-delivery inspection at dealership the vehicle will be delivered to the customer location.
- DMV registration.
- State sales tax.
- California tire fee.

Quote is contingent upon the following:

- Payment in full due within 15 calendar days from receipt of customer purchase order.
- Quote is valid for thirty (30) days from date of issuance.

Quote is valid thru April 30, 2021

100% PRE-PAYMENT AT TIME OF ORDER

| # | Description | Engine |
|-----------------------|--|-------------------|
| A | Enforcer PUC Type 1 Engine | 769,304.76 |
| B | Discount For Consortium Purchase | (10,908.90) |
| C | Discount For 100% Pre-Payment At Time Of Order | (31,135.85) |
| SUBTOTAL | | 727,260.01 |
| 7.75% State Sales Tax | | 56,362.65 |
| California Tire Fee | | 10.50 |
| GRAND TOTAL | | 783,633.16 |



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

March 25, 2021

Customer Name: Anderson FPD, CA

Equipment: One New Pierce Pumper
Sales Representative: Jon Bauer @ Golden State Fire Apparatus
Delivery: TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

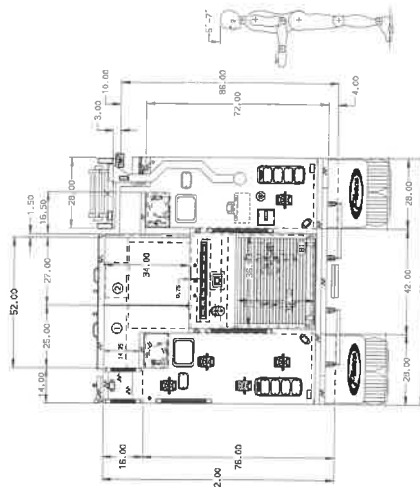
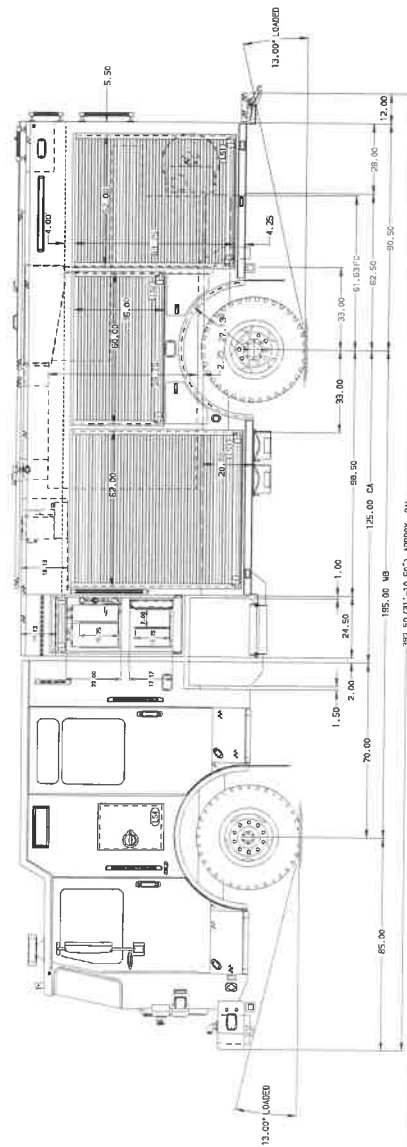
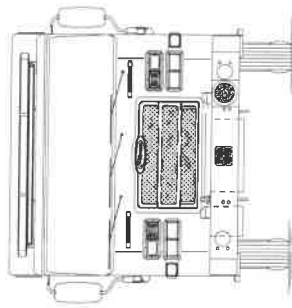
| | | | | |
|-------------------------|--------------|-------------------|--------------------|-----------------------|
| Total Cost: | \$ | 783,633.16 | Payment Frequency: | Annual |
| Down Payment: | \$ | - | First Payment: | One year from closing |
| Trade In: | \$ | - | | |
| Amount Financed: | \$ | 783,633.16 | | |
| Term in Years: | <u>5</u> | <u>7</u> | <u>10</u> | <u>12</u> |
| Payment: | \$168,596.90 | \$124,520.20 | \$92,212.98 | \$80,113.40 |
| Factor: | 0.215148 | 0.158901 | 0.117674 | 0.102233 |
| Interest Rate: | 2.48% | 2.73% | 3.07% | 3.29% |

- This financing proposal has been prepared with the expectation that the above customer will be able to provide audited financial reports, or other acceptable forms of financial statements for the years requested. If audits or other similar acceptable forms are unavailable, the above rates and terms are subject to adjustment.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- Fixed interest rate for the terms provided unless otherwise stated.
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net



HOUSED CAPACITIES

| | |
|---|--------------------------|
| ① | 1000' OF 2.50" O.J. POLY |
| ② | 800' OF 5.00" D.J. POLY |

1

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL

PROVED BY:
DATE:

| CHASSIS DATA | | | | | |
|--------------|---------|-----|------|--------|-------|
| | | | TYPE | PIERCE | |
| | | | AMT | CN | MODEL |
| | 19MAR21 | CN | AMT | CN | |
| | 25FEB21 | BST | CN | CN | |
| | 12AUG20 | CN | AMT | PN | |
| | DATE | EW | PN | | |
| | CN | | | | |



MANUFACTURING INC.

| | | |
|-------------------|---------------------|--------|
| SCALE 1:24 | DATE 08 JUL 20 | PRELIM |
| AS INVD BY 95Y | 09 JUL 21 | |
| CHECKED BY CKN | SHEET NO. 1 OF 1 | |

FINE APPARATUS, INC.
04-7634

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2021 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Anderson Fire Protection District**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services; and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice,

whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from

inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

Anderson Fire Protection District
1925 Howard St.
Anderson, CA 96007
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Anderson Fire Protection District

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$516.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$588.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$718.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,550.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$474.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$832.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,971.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$7,012.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

FIRE INVESTIGATION

Fire Investigation Team - \$327.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$475 plus \$59 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$950 plus \$59 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,350 plus \$59 per hour per rescue person, plus \$119 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$475 for the first response vehicle plus \$59 per rescue person. Additional rates of \$475 per hour per response vehicle and \$59 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$297 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$475 per hour.

Truck billed at \$594 per hour.

Miscellaneous equipment billed at \$357.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

RESOLUTION NO: _____

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE ANDERSON FIRE PROTECTION DISTRICT.

WHEREAS, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the Board of the Anderson Fire Protection District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE ANDERSON FIRE PROTECTION DISTRICT:

SECTION 1: The Anderson Fire Protection District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.

SECTION 5: This resolution shall take effect at the date of adoption.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

THE ABOVE WAS PASSED

Signature: _____

Name (printed): _____

Title: _____

Date: _____

EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$516.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$588.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$718.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,550.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$474.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$832.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,971.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$7,012.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

FIRE INVESTIGATION

Fire Investigation Team - \$327.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

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OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

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When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

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Billed at \$2,350 plus \$59 per hour per rescue person, plus \$119 per hour per HAZMAT team member.

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ADDITIONAL TIME ON-SCENE (for all levels of service)

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This Agreement is entered into as of May 1, 2021 between Anderson Fire Protection District, CA, hereinafter referred to as AFPD and Fire Recovery EMS, LLC, hereinafter referred to as FR EMS.

WHEREAS, AFPD has determined that it is in their best interest to retain the services of an outside billing service to collect monies for services rendered by AFPD.

WHEREAS, FR EMS does hereby hold itself as being ready and able to perform a billing service program as described herein.

NOW, THEREFORE, in consideration of the aforementioned promises and mutual covenants and promises stated herein, the parties hereby agree as follows:

1. FR EMS shall provide an Accounts Receivable program within FR EMS's computer billing system for the exclusive purpose of collections for AFPD.

FR EMS will enter into said computer billing system, any and all FR EMS ambulance trips received from AFPD. FR EMS shall abstract, from the documentation provided by AFPD, all diagnosis and procedure information necessary to determine the level and type of service provided, any billable diagnostic and therapeutic procedures performed, any billable supplies and ancillary services rendered, and the appropriate diagnosis codes to be billed for all FR EMS ambulance run information provided by FR EMS by the client for that purpose.

FR EMS will follow established billing industry guidelines, including those established by State and Federal government programs, for FR Ambulance services. AFPD retains responsibility for providing accurate and complete documentation of services provided. AFPD understands that FR EMS will code/bill only from the documentation provided.

2. FR EMS shall provide electronic billing of Insurance claims, including 3rd party payors, when applicable. It is the responsibility of AFPD to inform FR EMS of any changes in the company's status that would affect billing.

3. FR EMS will invoice all patients as directed by AFPD, in accordance with State and Federal programs.

Patient invoicing will be done on a billing form specific for AFPD.

Invoicing/collection activities will be conducted on the following standard schedule:

| | |
|---------------------------|---------------------------------------|
| 1st invoice | within 3 days of receipt |
| Insurance request | 30 days after 1 st invoice |
| Automated phone call | 20 days after insurance request |
| 2 nd invoice | 10 days after phone call |
| Final notice | 20 days after 2 nd invoice |
| Collections or W/O review | 30 days after final notice |

Bill schedules may vary based on parameters set by department.

Collection agency or write off if no results from above as pre-determined by AFPD.

4. All monies received by FR EMS on behalf of AFPD will be posted to the patients' accounts on a schedule set forth by AFPD. All checks will be made payable to AFPD. It is the responsibility of AFPD to notify FR EMS of any payments and/or documents pertaining to billing received at AFPD relating to the services heretofore described.
5. FR EMS will maintain an 800-phone line for the purpose of customer service. This line will be staffed Monday through Friday from 8:30 am to 7:30 pm Central time.

FR EMS will promptly respond to all AFPDs' service recipient concerns related to all billing practices conducted herein.
6. FR EMS will submit monthly reports detailing the transports billed from the previous month. It is the responsibility of AFPD to verify these reports and provide FR EMS with any missing data. All reports currently within the software of FR EMS's billing system will be provided to AFPD at no additional cost.
7. FR EMS shall recognize and comply with the right of authorized AFPD representatives to review any and all payment records pursuant to claims and/or collection procedures conducted herein. AFPD shall have the right to audit such reports at reasonable times.
8. AFPD agrees to pay FR EMS in accordance with the following fee schedule for the aforementioned service for a term of one (1) year at a flat fee of \$25.00 per call billed so long as this Agreement has not been terminated:

- a. FR EMS will provide a monthly billing to AFPD calculating amounts owed to FR EMS based upon the above stated formula.
 - b. Failure to pay FR EMS within 30 days of the monthly bill may constitute immediate termination of the contract and possible legal action at the cost of AFPD.
 - c. Payment per call will be re-evaluated at 6 months and 1 year.
9. If AFPD determines it is in their best interest to use a collection agency, AFPD will deal directly with the collection agency regarding their fees.
10. It is expressly understood and agreed that FR EMS is an independent contractor who shall at all times maintain insurance in force as herein provided and FR EMS shall in all events defend and save and hold harmless AFPD from any and all liabilities, obligations, debts, charges, or judgments arising from claims, injuries or debts, charges, or judgments arising from injuries or property damage claims attributable to the activities of FR EMS while engaged in the performance of its duties under this Agreement.
11. It is the sole determination of AFPD as to fees for services that will be charged to its patients and/or facilities. It is recommended such fees should be based on fair market value.
12. This agreement shall be effective on the date hereof and shall remain in full force and effect for a term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect unless otherwise modified. Either party may terminate this agreement at any time by giving the other party ninety (90) days written notice. Notwithstanding the aforementioned, this agreement shall be subject to immediate termination by AFPD if FR EMS fails to maintain insurance as in part 13.
13. FR EMS maintains General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate; Commercial Auto w/ hired non-owned coverage \$1,000,000; Workers Compensation \$500,000/\$500,000/\$500,000; Professional Liability of \$1,000,000; Employment Practices Liability \$250,000, and an umbrella policy 2,000,000 per occurrence/ \$2,000,000 aggregate.
14. If this contract is terminated prior to the (1) year agreement AFPD allows FR EMS to continue collections efforts for a period of 6 months following the contract termination, unless other arrangements have been agreed to by both parties in writing. AFPD understands that they will be responsible to pay FR EMS their commission on their collections during this time period in accordance with section 8(c).

Proper notice may be given by certified or registered mail to:

Patrick J. Mannix
Chief Executive Officer
Fire Recovery EMS
3223 N. Wilke Road
Arlington Heights, IL60004

OR TO:

At termination of the Agreement it is the responsibility of FR EMS to return to
AFPD any and all records and documents submitted to FR EMS, except as
required by Federal Law.

IN WITNESS WHEREOF, the Responsible Party of AFPD and an Authorized Agent of
FR EMS have executed this agreement.

**ANDERSON FIRE PROTECTION
DISTRICT, CA**

FIRE RECOVERY EMS, LLC.

BY:_____

BY:_____

DATE:_____

DATE:_____

FOR EMERGENCY INCIDENT CLIENTS:

In order to setup your account correctly, we need the following information.

1. Who is filling out this form? Provide your name, email address, and phone number.
2. Your complete department legal name and mailing address.
3. The name, email address, and phone number of your Fire Chief.
4. The name, email address, and phone number of the person assigned to manage this program.
5. Where do you want the recovery payments mailed? Full name and address please (if different from your legal name and location).
6. Please provide us your Fire Department logo (either JPEG, PNG, EPS, AI, etc.).
7. How many total runs did your department respond to last year? Not just Motor Vehicle Incidents, but total runs.
8. What RMS software do you use (Firehouse, Zoll, Fire Programs, etc.)?
9. Is your RMS software hosted locally or cloud-based?
10. Do you have an IT person? If YES, then please provide name, phone, and email:
11. If appropriate, please send the signed ordinance/resolution that allows you to bill along with the fee schedule if this is a separate document.
12. What type of Fire Department: (Unpaid, Combination, Fully-Paid, Subscription/Membership)?
13. Are you billing everybody or only non-residents?
14. If an insurance company denies the claim or an individual does not have insurance, would you like the individual billed directly?
15. Will you be sending nonpaying accounts to collections?

16. If yes, do you have your own collection agency, or will you be using ours?

17. If you're using your own collection agency, we need the email for the person who should receive the collections documents.

18. If you choose to use our collection agency:

**Please copy the information below ONTO YOUR
LETTERHEAD, sign, and email to us:**



I hereby give Fire Recovery USA the authority to send unpaid accounts to collections.

Signature of Chief

ANDERSON FIRE PROTECTION DISTRICT

DUE TO THE COVID-19 LOCAL EMERGENCY, THE PUBLIC WILL NOT BE ALLOWED IN MEETING

MINUTES

MARCH 09, 2021

REGULAR MEETING – 5:00 P.M.

**Fire Station/Training Room
1925 Howard Street, Anderson, California**

PARTICIPATION BY PUBLIC IN MEETING

To address the Board on any particular issue, please EMAIL Mo Hern @ mhern@andersonfire.org at least 30 minutes prior to the start of the meeting.

Effective July 1, 2008, the Brown Act requires any non-confidential documents or writings distributed to a majority of the Board of Directors less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

Pursuant to the State's Open Meeting Law, the legislative body or its staff may briefly respond to comments or questions from members of the public; and if deemed necessary, refer the subject for follow-up and/or to schedule the matter on a subsequent Board agenda.

The Brown Act prohibits the Board from taking action on any item not placed on the printed Agenda in most cases.

In compliance with the Americans with Disabilities Act, the Anderson Fire Protection District will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the Clerk of the Board (378-6699) to make such a request. Notification 72 hours prior to the meeting will enable the Anderson Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C.

OPEN SESSION Chairman of the Board Trish Clark will call the meeting to order at **5:00 PM**

1.0 **CALL TO ORDER**

| | | | |
|-------------------|-------------------------|------------------------|----------------|
| ROLL CALL: | CHAIRPERSON | TRISH CLARKE | Present |
| | VICE CHAIRPERSON | JOHN DAY | Present |
| | SECRETARY | CHAD DOWNING | Present |
| | MEMBER | JAMES YARBROUGH | Present |
| | MEMBER | JEFF HOGUE | Present |

2.0 **INVOCATION** - CHAIRPERSON TO CHOOSE. James Yarbrough

3.0 **PLEDGE OF ALLEGIANCE** - CHAIRPERSON TO CHOOSE. Chad Downing

4.0 **PRESENTATIONS:** - Bought a new 82 inch Smart TV for presentations.

5.0 **PUBLIC COMMENT PERIOD**

Any person may address the District Board on any subject pertaining to District business, which is not Listed on the agenda. This comment period is provided by the Ralph M. Brown Open Meeting Act (Government Code 54950 et seq.). The Board welcomes participation at Board meetings. Members of the public may address the Board on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less. Any request that requires Board action may be set by the Board for a future agenda or referred to staff. **NONE**

6.0 **CONSENT AGENDA**

All items listed under the consent agenda are considered by the Board to be routine and will be enacted by one motion in the order listed below. There will be no separate discussion of these items, unless specified. Items may be removed to the regular agenda prior to the time the Directors vote on the motion to adopt the consent agenda. A Board member's vote in favor of the Consent Agenda is considered and recorded as a separate and affirmative vote in favor of each item listed. Motions in favor of the Consent Agenda are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Agenda. Items on tonight's consent agenda are:

6.1 APPROVAL OF THE FEBRUARY 2021 REGULAR BOARD MEETING MINUTES

6.2 APPROVAL OF BILLS AND PAYROLL FOR THE MONTH OF FEBRUARY 2021
(Please note item: Payment to PNC, 5th payment for ladder truck. Payment is over the \$15,000.00 limit)

Moved: John Day
Seconded: James Yarbrough
Approved: All Ayes

OPEN SESSION

7.0 PUBLIC HEARINGS-

A public hearing is an open consideration within a regular or special meeting of the Board, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1 - NONE

8.0 ACTIONS ITEMS-

8.1 Approve payment for Ladder Truck from restricted account (Ladder Truck Fund) for the amount of \$64,777.13.

Moved: Jeff Hogue
Seconded: John Day
Approved: All Ayes

8.2 Grant the Chief authority to move forward working with Fire Recovery USA Cost Recovery Program.

Moved: James Yarbrough
Seconded: Chad Downing
Approved: All Ayes

8.3 Grant the Chief authority too work with SCI Consulting to complete study of the District Fees.

Moved: John Day
Seconded: James Yarbrough
Approved: All Ayes

8.4 Grant the Fire Chief authority to begin the process to purchase a new Pierce Type 1 Fire Engine, and associated financing options.

Moved: Jeff Hogue
Seconded: John Day
Approved: All Ayes

STAFF REPORTS

- 9.0. FIRE MARSHAL REPORT-** See attached – Mini Storage in Anderson has submitted permits. Gas Station, car wash across from 7-11 has also submitted permits. US Offsites has poured cement, they need to submit a set of corrected plans. Mavericks will submit plans for a Gas Station on the corner of North and McMurray Dr.

- 10.0 BATTALION CHIEF’S REPORT-** NONE

11.0. FIRE CHIEF'S REPORT – See attached. Still have employee's in classes. The Chief worked on the engine for 12 hours last week and Melissa Thompson is working on a training program.

12.0 DIRECTORS' REPORTS – Chairperson Trish Clarke reported the Senior Center breakfast is going to open again.

13.0 CLOSED SESSION AGENDA ITEMS- None

14.0 ADJOURNMENT- Meeting adjourned at **5:30 PM**

Moved: John Day
Seconded: Chad Downing
Approved: All Ayes

**NEXT REGULARY SCHEDULED BOARD MEETING
TUESDAY APRIL 13TH, 2021 5:00 PM
FIRE STATION – TRAINING ROOM**

MARCH BILLS 2021

CLAIMS PROCESSING PERIOD:
BOARD MEETING HELD APRIL 13, 2021

| DIST RFP # | PAYEE | INVOICE # | DESCRIPTION | ACCT # | AMOUNT |
|-----------------------------|-------|-----------------|--|--|---|
| * PERS RETIREMENT | | 100000016335345 | PP 02/22/2021 - 03/07/2021 EMPLOYER PP 02/22/2021 - 03/07/2021 EMPLOYEE | 018201 007000 | 717.22 313.58 |
| * PERS RETIREMENT | | 100000016335397 | PP 02/22/2021 - 03/07/2021 EMPLOYER PP 02/22/2021 - 03/07/2021 EMPLOYEE | 018201 007000 | 1,885.04 1,878.68 |
| * PERS RETIREMENT | | 100000016335364 | PP 03/08/2021 - 03/21/2021 EMPLOYER PP 03/08/2021 - 03/21/2021 EMPLOYEE | 018201 007000 | 717.22 313.58 |
| * PERS RETIREMENT | | 100000016335397 | PP 03/08/2021 - 03/21/2021 EMPLOYER PP 03/08/2021 - 03/21/2021 EMPLOYEE | 018201 007000 | 1,879.56 1,872.70 |
| * PERS HEALTH | | 100000016371455 | APRIL MEDICAL EMPLOYER | 018300 | 15,530.90 |
| * PERS ACTUARIAL PLAN 1158 | | 100000016349087 | ACCRUED LIABILITY PLAN 1158 MAR | 018201 | 404.07 |
| * PERS ACTUARIAL PLAN 25550 | | 100000016349106 | ACCRUED LIABILITY PLAN 25550 MAR | 018201 | 170.55 |
| * PERS ACTUARIAL PLAN 1159 | | 100000016349099 | ACCRUED LIABILITY PLAN 1159 MAR | 018201 | 10,645.69 |
| * BLUE SHIELD | | 210740002910 | DENTAL / EMPLOYEES | 018300 | 595.40 |
| * FASIS | | FASIS-2021-0746 | WORKERS COMP | 018500 | 15,459.00 |
| * AT&T | | 000016083145 | MAIN STATION | 032500 | 118.80 |
| * AT&T | | 000016083140 | HISTORIC STATION | 032500 | 45.29 |
| * AT&T | | 000016226712 | MAIN STATION | 032500 | 116.71 |
| * AT&T | | 000016226707 | HISTORIC STATION | 032500 | 45.29 |
| * BROWN PLUMBING | | 0000040027 | PLUMBING | 033500 | 1,074.55 |
| * ANDERSON TIRE PROS | | 5769 | L46 TIRES | 033526 | 2,696.83 |
| * OBSIDIAN | | 14425 | IT | 033529 | 25.00 |
| * OBSIDIAN | | 14427 | IT | 035529 | 162.50 |
| * OBSIDIAN | | 14428 | IT | 033529 | 32.50 |
| * OBSIDIAN | | 14429 | IT | 033529 | 32.50 |
| * OBSIDIAN | | 14430 | IT | 033529 | 32.50 |
| * OBSIDIAN | | 14431 | IT | 033529 | 32.50 |
| * PLYMOVENT | | 91604175 | HOSE | 033534 | 751.51 |
| * HUE & CRY | | 774878 | FIRE ALARM MAINT | 033700 | 33.18 |
| * DOOR SERVICE COMPANY | | 2103070 | DOOR REPAIR | 033700 | 110.00 |
| * PH&S PRODUCTS LLC | | 0014004-IN | GLOVES | 033902 | 1,171.60 |
| * US BANK | | XA032221A | INTERNET FITNESS INTERNET INTERNET INTERNET CELL PHONE BASE MOUNT TELEVISION INSTRUCTOR MANUAL REFRESHER COURSE INTERNET | 032500 034100 034500 034500 034500 032500 033526 032500 034500 035942 032500 | 34.49 290.00 48.00 4.00 62.50 171.44 96.81 1,404.58 130.79 160.00 99.99 |
| * LAUNDRY WORLD | | 226975 | LAUNDRY SERVICE | 032900 | 49.15 |

| | | | | |
|------------------------------|-------------|---------------------------|--------|-----------|
| * LAUNDRY WORLD | 227308 | LAUNDRY SERVICE | 032900 | 32.49 |
| * LAUNDRY WORLD | 227834 | LAUNDRY SERVICE | 032900 | 49.15 |
| * LAUNDRY WORLD | 228260 | LAUNDRY SERVICE | 032900 | 35.15 |
| * LAUNDRY WORLD | 228684 | LAUNDRY SERVICE | 032900 | 49.15 |
| * LAUNDRY WORLD | 229122 | LAUNDRY SERVICE | 032900 | 35.15 |
| * RON KENT | 21-2973 | E-46 MAINT | 033526 | 2,341.64 |
| * RON KENT | 21-2974 | E-46 MAINT | 033526 | 191.50 |
| * RON KENT | 21-2975 | E-46 MAINT | 033526 | 501.70 |
| * RON KENT | 21-2976 | E-46 MAINT | 033526 | 6,475.02 |
| * RON KENT | 846.7 | E-46 MAINT | 033526 | 846.70 |
| * PORAC | 618139 | LEGAL FUND | 034100 | 42.00 |
| * PORAC | 308346 | POLICE OFFICERS ASSOC. | 034100 | 57.00 |
| * INTERNATIONAL CODE COUNCIL | 1001318637 | CODE BOOKS FOR JOHN WOODS | 034500 | 288.77 |
| * COPY CATS | 7159 | FIRE INSPECTION FORMS | 034500 | 86.20 |
| * OFFICE DEPOT | 1.61543E+11 | OFFICE SUPPLIES | 034500 | 76.69 |
| * SECURITY SHREDDING | 117529 | SHRED | 034500 | 30.00 |
| * DIVERSIFIED | 43180 | MONTHLY SERVICE | 034500 | 70.43 |
| * MOORE & BOGENER | 11813 | LEGAL SERVICES | 034828 | 960.00 |
| * FLYERS | CFS-2545423 | FUEL | 035940 | 1,396.83 |
| * CHRIS HEIM | XA040521A | CLASS REIMBURSEMENT | 035942 | 774.50 |
| * PG&E | XA030421A | BACK SHOP ELECT | 036100 | 118.06 |
| * PG&E | XA030421B | MAIN STATION ELECT | 036100 | 944.29 |
| * PG&E | XA030721B | HISTORIC STATION | 036100 | 42.94 |
| * PG&E | XA030521C | MAIN STATION GAS | 036100 | 878.02 |
| * O'REILLY | XAMAR21A | DEF | 033526 | 23.68 |
| * CITY OF ANDERSON WATER | XA030121A | 1ST HYDRANT | 036127 | 39.16 |
| * CITY OF ANDERSON WATER | XA030121B | 2ND HYDRANT | 036127 | 13.02 |
| * DLL | 71539652 | LEASE ON COPIER | 050223 | 124.33 |
| * DLL | 71895862 | LEASE ON COPIER | 050223 | 124.33 |
| * PNC EQUIPMENT FINANCE | 1079025 | PRINCIPAL INTEREST | 050224 | 50,468.83 |
| | | | 050324 | 14,308.30 |
| * WALMART | XA032421A | STATION SUPPLIES | 032900 | 156.65 |
| * ACE HARDWARE | XAFEB21A | BC LIGHT | 033526 | 36.60 |
| | | L-46 STEP/CHAIN BUNGEEES | 033526 | 31.42 |
| | | L-46 REPAIR | 035500 | 58.11 |
| * ACE HARDWARE | XAMAR21A | OUTLET COVER | 033700 | 1.93 |
| | | WEED KILLER | 032100 | 21.85 |
| | | CLEANING SUPPLIES | 032900 | 28.00 |

| | |
|------------------------|---------------------|
| TOTAL ACCOUNTS PAYABLE | <u>\$106,251.60</u> |
|------------------------|---------------------|

| | |
|--------------------|--------------------|
| PAYROLL & BENEFITS | <u>\$36,924.19</u> |
|--------------------|--------------------|

| | |
|-------------|----------------------------|
| GRAND TOTAL | <u><u>\$143,175.79</u></u> |
|-------------|----------------------------|

DATED 04/13/2021

Chairperson - Patricia A. "Trish" Clarke

Board Member - James Yarbrough

Vice Chairperson - John Day

Board Member - Jeff Hogue

Secretary - Chad Downing

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

THIS AGREEMENT is made and entered into on this 13th day April of 2021, between Anderson Fire Protection District, a duly formed Fire Protection District under *State of California Health and Safety Code, Fire Protection District Law of 1987, Section 13800*, hereinafter referred to as "Employer," and Stephen "Steve" Lowe, hereinafter "Employee."

It is hereby agreed as follows:

Section I – Employment

- 1) Employer hereby employs Employee as "Fire Chief", commensurate with the appropriate compensation and benefits, and Employee accepts employment pursuant to the terms and conditions of this Agreement.
- 2) All prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein.

Section II – Term

Employee's employment under this Agreement will commence on April 13, 2021 and end exactly five (5) years later ("Initial Term"). This Agreement will automatically renew for successive one year (1) periods unless either the Employer or Employee, as the case may be, provides written notice to the other party at least thirty (30) days before the end of the Initial term its/his desire to terminate this Agreement. The Initial Term is referred to collectively as the "Employment Period." This Agreement and the Employment Period are subject to prior termination pursuant to the terms of this Agreement.

Section III – Duties

Employer hereby agrees to have the Employee perform the functions and duties specified and perform such other legally permissible and proper duties and functions as shall be assigned by the Employer from time to time.

The Employee's duties shall include, but not be limited to the following:

A PRIMARY FUNCTIONS:

- 1) Employee shall be responsible for the overall planning, coordinating, and providing of efficient and economic fire protection and emergency services for the Employer.
- 2) Employee shall prepare and administer the budget.
- 3) Employee is responsible for all daily operations, non-emergency operations, and emergency operations of the Employer.
- 4) Employee shall keep the Employer informed of all situations which might extend beyond the operations of the organization.

B. DESCRIPTION OF DUTIES:

- 1) As head of the management team, the Employee evaluates and sets the goals and objectives of the District.
- 2) The Employee prepares and administers the fiscal budget, advises the Employer on fire protection and emergency services matters and the administration of the District.

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

- 3) The Employee coordinates the efforts of the management team to keep all programs, procedures, etc. in line with the overall goals, Bylaws, objectives, mission, and Strategic Plan of the Employer.
- 4) The Employee responds to emergency incidents in an appropriate manner.

C. AUTHORITY OF EMPLOYEE:

Employee shall have the power and authority to establish suitable measures to put into effect the policy, rules and regulations, practices and procedures necessary for the efficient operation of the Anderson Fire Protection District, subject to the oversight and policy directives of the District Board of Directors. It is recognized that the Employee is the Chief Executive Officer of the Anderson Fire Protection District and as such is responsible for the overall operation of Anderson Fire Protection District. The Board of Directors of the Anderson Fire Protection District, whether appointed or elected, is a policy making body that is not involved in the daily operations, non-emergency operations, and emergency operations of the District and its members except where it involves those policies or as otherwise legally required. However, Employee shall at all times keep the Board members informed in a timely manner of any event, or prospective event, that significantly impacts or could significantly impact the operation and/or affairs of the Anderson Fire Protection District and is not considered a matter to be handled within the sole province of Fire Chief.

D. SUPERVISION:

The Employee is the Chief Executive Officer of Anderson Fire Protection District and will report to the Anderson Fire Protection District Board of Directors. The Employee shall appoint the appropriate staff of officers to complete the assigned duties and responsibilities of Anderson Fire Protection District. The Employee shall furnish job descriptions for each assigned position. Each job description shall include exact duties, responsibilities, and authority per position. The Anderson Fire Protection District and the appointed officers are required to perform the following duties:

- 1) Operate and maintain the Employer's property.
- 2) Select and train firefighters.
- 3) Execute authority at emergency incidents and daily operations.
- 4) Recommend to the Board of Directors additions to apparatus and equipment.
- 5) Meet with and report to the Board of Directors.

- E.** The Employee may reprimand, suspend, or remove any member/employee from service of the Anderson Fire Protection District subject to the terms and provisions of the existing Memorandum of Understanding between the AFD and Anderson Fire Protection District Association International Brotherhood of Teamsters Local #137 (AFPD) and pursuant to the laws and regulations which apply to these procedures and the District itself.

Section IV - Termination and Severance Pay

- A.** This Agreement may be terminated by the Employee upon his own motion, by written resignation delivered to the Employer not less than thirty (30) days before the date of the resignation to be stated therein. In the event a replacement Fire Chief is appointed prior to the expiration of the notice period, Employee may at his option be released from his

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

employment with the Employer. This contract shall terminate upon the death of the Employee. If Employee terminates his employment prior to the expiration of the notice period, the Employee shall be obligated to pay to the Employer as a penalty for early termination, a sum equal to the aggregate monthly salary for the time period remaining prior to the expiration of the notice period, or until a replacement Fire Chief is hired, whichever comes first. **In the event of termination by Employee's resignation or demise, no severance pay, except full compensation for services to day of termination, shall be paid to Employee.**

- B. This Agreement may be immediately terminated by the Employer for "just cause", and without liability of the Employer to pay termination pay to the Employee, upon delivery by the Employer to the Employee of a written statement of "just cause" to be stated therein, explaining specifically the causes for which such right of termination is exercised. Such right of termination for "just cause" by the Employer shall be limited to cause due to failure to carry out duties and responsibilities in accordance with this employment contract, fraud, misuse or misappropriation of the Employer's assets, embezzlement, and/or any acts of dishonesty or moral turpitude. If requested, the Board of Directors shall grant the Employee a hearing before them of said action before such decision becomes final. With regard to such hearing, Employee shall be entitled to reasonable notice, copies of all information to be considered by the board, a list of all charges which form the basis for the allegations of "just cause", right to legal representation, right to call witnesses and present evidence, right to examine witnesses presenting evidence against him, and such other due process rights accorded employees under applicable provisions of State law. The foregoing hearing shall be the final administrative remedy of the Employee. However, Employee shall still be entitled to have the decision of the board reviewed by a court of competent jurisdiction in which case the prevailing party shall be entitled to a reasonable award of attorney fees and costs. **In the event of termination by Employer for "just cause", no severance pay, except full compensation for services to day of termination, shall be paid to Employee.**
- C. Employer shall have the right at any time during the term hereof to terminate this Agreement without cause upon not less than thirty (30) days written notice provided to Employee. If termination without cause occurs within the first two and one-half (2.5) years of the contract, Employer shall provide Employee, in addition to any unpaid salary and benefits which have accrued to date of termination, a sum equal to six (6) months of present pay as "severance" or "buy out" compensation.
- D. In the event the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Employee in greater percentage than an applicable across-the-board reduction for all employees of the Employer, or in the event the Employer refuses, following written notice, to comply with any **material** provision of this contract benefitting Employee herein, then in that event, Employee may at his option, be deemed terminated "without cause" as provided in Paragraph C of this section at the date of such reduction or such refusal to comply **and the severance pay provisions of this paragraph shall then apply.**
- E. Except as otherwise specifically provided herein, this contract can be terminated and renegotiated only when mutually agreed upon by the Employee and the Employer.

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

Section V - Compensation and Benefits

- A. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$98,398.13.
- B. Employer agrees to pay Employee's health insurance, Employee's family's health insurance, Employee's life insurance, and other insurance coverage while employed by District in accordance with current practices.
- C. Employer agrees to pay for Employee's PORAC Legal Defense Fund Membership costs and quarterly fees.
- D. Upon retirement into the State of California Public Employees Retirement System (CALPERS), or other retirement system if applicable, Employer shall pay Employee's health (personal and family) insurance coverage as eligible through retirement. However, Employee's entitlement to continued health coverage following employment with the District shall only take effect once Employee has successfully completed fifteen (15) full years of employment with the District and also in accordance with previously adopted District policies and/or resolutions on file with the California Public Employees' Retirement System and applicable CalPERS laws and regulations.
- E. The District participates in the California Public Employees Retirement System ("CalPERS"). Employee is and remains a "Classic" member, as opposed to "New Member" as that is defined under Government Code Section 7522.04, and Employee shall contribute based upon the enrolled tier, which is 9%.
- F. Employer to pay Employee benefits as currently recognized which include but are not limited to the following:
 - 1) Administrative pay of 80 hours per year.
 - 2) First Responder/EMT pay
 - 3) Monthly cell phone reimbursement according to District policy.
 - 4) Uniform allowance at \$1,000 per year, and this amount will increase in the same increments as provided to all represented District staff.
 - 6) Thirteen recognized holidays.
 - 7) Vacation accrual as set forth in Section X herein.
 - 8) Sick leave accrual as set forth in Section X herein.
- G. The Employee shall receive a 5% increase in salary upon completion of a bachelor's degree. The increase will go into effect in the pay cycle following Employee providing the Board Chair and the District Clerk with documentation showing receipt of the degree.
- H. The Employee shall undergo employee performance reviews on a bi-annual basis or as needed, and such reviews shall include a component that allows Employer, as needed, to set goals for the betterment of the Department in the performance of its tasks and the tasks of Employee. The Employee's salary shall be discussed at each bi-annual meeting, and a determination may be made as to whether to increase the salary of Employee.

Section VI - Hours of Work and Outside Employment

- A. It is expected that Employee, as the Employer's Chief Executive Officer, shall devote 40

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

hours per week to the performance of his duties. Employee may regulate his hours in accordance with various tasks at hand.

- B. The Fire Chief shall not engage in outside work without authorization of the District Board. Any outside work approved by the District Board must satisfy the conditions of the Anderson Fire Protection District's Personnel Policies regarding Outside Employment as listed under the term "Employee Responsibility". It is not required that a work permit be issued to allow such outside employment.

Section VII - Transportation and Residency

- A. Employer shall furnish a vehicle for Employee's use in performing his duties under this Agreement, and shall pay all related expenses including, but not being limited to fuel, maintenance and insurance.
- B. The Employer recognizes that the Employee is considered "on-call" at times and as such, on occasion, will use this vehicle while conducting personal business while on-call.
- C. The Employee is encouraged to meet the condition of a Code 3, seven (7) minutes response time to the Fire Station from the Employee's residence; however, in no event shall Employee reside more than twenty (20) minutes driving time from Fire Station No. 2.

Section VIII - Dues, Subscriptions, and Professional Development

- A. The Employer shall include within its budget, and shall pay for dues and subscriptions of the Employee in recognized national, regional, state, and local professional organizations and associations, directly and reasonably related to performance by the Employee of his duties hereunder, and in maintaining and enhancing his skills in that function.
- B. The Employer shall provide for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary to his professional development and for the good of the District.
- C. The Employer hereby agrees to budget and to pay the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions reasonably necessary for the maintenance of the professional skills of the Employee, and to adequately pursue official and other functions for the District.

Section IX - Indemnifications

- A. Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Chief.
- B. Employer will defend, compromise, and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.
- C. Such indemnification and other Employer obligations specified above shall not include or apply to any intentional acts of misconduct of the Employee.

EMPLOYMENT AGREEMENT
Fire Chief, Anderson Fire Protection District

Section X - Vacation and Sick Leave

- A. All previously accrued vacation time by Employee shall remain accrued and owed. The Employee shall continue to accumulate and utilize sick and vacation leave in accordance with accrual rates as applicable for all other departmental staff.

Section XI - General Provisions

- A. The text herein shall constitute the entire agreement between the parties and may not be modified or altered unless such modification is placed in writing and signed by all parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon the date of execution.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed as severable, shall not be affected, and shall remain in full force and effect.
- E. Notices and requests provided herein shall be in writing delivered as follows:
- 1) By Employee to Employer - by delivery to Chairman of the Board in person or by certified mail.
 - 2) By Employer to Employee - by delivery to same.

Chairman/Board of Directors

Steve Lowe, Fire Chief

Attest – District Secretary



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Shasta-Trinity Unit
 875 Cypress Avenue
 REDDING, CA 96001
 (530) 225-2418
 Website: www.fire.ca.gov



**AGREEMENT BETWEEN
 THE ANDERSON FIRE PROTECTION DISTRICT
 AND THE
 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 SHASTA-TRINITY UNIT
 FOR
 FIRE PROTECTION IN MUTUAL THREAT ZONES**

THIS AGREEMENT is entered into by and between the Anderson Fire Protection District, herein after referred to as "DISTRICT" and the California Department of Forestry and Fire Protection, Shasta-Trinity Unit, hereinafter referred to as "CAL FIRE".

WITNESSETH:

WHEREAS, this Agreement addresses wildland fire suppression in those areas of mutual concern to DISTRICT, through the Chief of the Fire Department, and CAL FIRE, through the Unit Chief of the Shasta-Trinity Unit; and

WHEREAS, this Agreement will continue to be in effect if any or all of the entities that comprise the DISTRICT decided to consolidate operation; and

WHEREAS, DISTRICT and CAL FIRE need to cooperate to the fullest extent possible to achieve objectives of common interest and concern; and

WHEREAS, DISTRICT and CAL FIRE need to assist each other for suppression of wildland fires adjacent to protection boundaries and provide for use of each others fire protection resources, and

WHEREAS, DISTRICT and CAL FIRE established fire suppression plans which apply to their respective protection areas; and

WHEREAS, DISTRICT and CAL FIRE provide a level of wildland fire protection for lands which are the responsibility of each; and

WHEREAS, DISTRICT and CAL FIRE protection for said lands which lie on either side of jurisdictional boundaries is of mutual benefit for both the DISTRICT and CAL FIRE.

F. Restricted Suppression Action

Any restrictions on normal firefighting techniques will be delineated on protection maps or otherwise identified. The agency representative will advise the protecting agency of any special conditions which influence suppression action within the MTZ.

G. Suppression of Fire on Lands of Other Agency

Either agency may, upon its own initiative, attack fires within the MTZ, including lands which are within the boundaries of the other agency. Neither DISTRICT nor CAL FIRE shall perform any fire suppression action which is contrary to limitations found in the Operating Plan. The protecting agency shall retain responsibility for all fire suppression action if a qualified employee of that agency is present at the fire.

H. Mutual Threat Zone

A fire burning within the MTZ will be the initial attack responsibility of both agencies. Each agency will bear the cost of its initial attack forces used in the MTZ. Unless it is determined that the fire is confined to an area under the protection of one agency, a unified command structure will be implemented within the incident organization. The Incident Commanders of both agencies at the fire will mutually agree upon fire suppression objectives, strategy and commitment of agency resources.

Each agency Incident Commander will authorize the use of their agency's order number to document responsibility for costs of additional resources needed for any portion of the fire within the MTZ. Except for mutual aid assistance within the first 24 hours of a fire, fire suppression resources no longer needed by one agency may be transferred to the order number of the other agency. This procedure is intended to document costs but is not intended to restrict suppression resources within the MTZ.

If it is determined that the fire is confined to the protection area of one agency, the ranking officer of the protecting agency shall become the Incident Commander. At times, the protecting agency may request the supporting agency to assume command of the fire.

3. GENERAL PROVISIONS

A. Appropriated Fund Limitation

Nothing herein shall be interpreted as obligation the DISTRICT or CAL FIRE to expend funds or obligate the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

B. Mutual Sharing of Information

Both the DISTRICT and CAL FIRE will furnish to the other or otherwise make available, upon request, maps, documents, instruction, records and reports (including fire and law enforcement reports) which either party considers necessary in connection with the Agreement, subject to review and consent, in accordance with applicable rules and regulations.

C. Duration of Agreement and Notice

This Agreement shall commence on the date of signature and shall be renewed every three years.

California Department of Forestry and Fire Protection, CAL FIRE
875 Cypress Avenue
Redding, CA. 96001

Anderson Fire Protection District
1925 Howard Street
Anderson, CA 96007

D. Amendments

This Agreement may be amended at any time by written mutual consent by both parties.

E. California Environmental Quality Act

It has been determined that this matter is not subject to the provisions of CEQA.

F. Exhibits

The following exhibits are attached to this Agreement and incorporated by reference herein:

Exhibit A – Operating Plan
Exhibit B – MTZ map

Exhibit C – Radio Communication Plan
Exhibit D – Alternate Telephone Number

Exhibit "A"

OPERATING PLAN

CAL FIRE, Anderson Fire Protection District MTZ Agreement

A. WHO

This Operating Plan is between the Anderson Fire Protection District, hereinafter referred to as "DISTRICT" and the California Department of Forestry and Fire Protection, Shasta-Trinity Unit, hereinafter referred to as "CAL FIRE".

For the purposes of this agreement, the "Protecting Agency" shall be defined as the agency with jurisdiction and statutory responsibility of the incident, and the "Supporting Agency" shall be defined as the agency providing assistance through the terms and conditions of this agreement.

B. PURPOSE OF PLAN

This Operating Plan provides the officers of both agencies with a means for executing the Mutual Threat Zone (MTZ) Agreement and is an attachment to the Agreement.

C. UTILIZATION AND RESTRICTIONS

1. Special Areas

Any special management areas: i.e., archaeological sites, for which restrictions on normal firefighting techniques apply, shall be shown on the MTZ map. Instructions regarding the modified suppression actions for each area will be included as a supplement.

2. Emergency Responses (Mutual Aid)

The resources of both agencies may be dispatched to and used on structure fires, wildland fires, vehicle fires, medical aids, rescues, public assists, fire menace standbys and hazardous material incidents. A Chief Officer will be dispatched to an incident involving mutual aid resources whenever necessary, or as available, to act as an Agency Representative.

D. PROTECTION ORGANIZATION

1. Maps (See Exhibit "B")

- a. Standard map symbols will be used
- b. Map will indicate the location of area fire stations for both DISTRICT and CAL FIRE.

conditions. The key function of designing an MTZ is to enable efficient dispatching of resources from both agencies and to provide rapid, coordinated suppression of wildland fires. Designating an MTZ will reduce the concern over protection boundaries during the initial attack phase of wildland fire control.

The MTZ should be further divided into response areas based on geographical features, station locations and vehicle access.

2. Initial Attack Resources

Designated officers will review annually the plan for the numbers and types of resources to respond to areas within the given MTZ. The initial attack resource plan is as follows:

For MTZ fires occurring within DISTRICT, CAL FIRE will respond;

- 1 CAL FIRE officer and 2 CAL FIRE engines

For MTZ fires occurring within CAL FIRE, DISTRICT will respond;

- 1 DISTRICT officer (when available), and 1 DISTRICT engine.

3. Additional Resources

With the establishment of a unified command, single point ordering will occur with one Incident Commander placing all requests for additional resources through the CAL FIRE ECC.

4. Move-Up and Cover

Individual resources will be requested by the protecting agency. The supporting agency will make a reasonable effort to fill requests, consistent with the policies of each agency.

5. Dispatching

The CAL FIRE ECC will be provided all the information necessary to implement the resource dispatch plan. Dispatching of resources will occur consistent with the plan, except when additional information justifies a modification.

Exhibit "C"**RADIO COMMUNICATIONS PLAN****CAL FIRE, Anderson Fire Protection District MTZ Agreement**

The frequencies to be used on MTZ incidents are listed below.

| <u>CHANNEL NAME</u> | <u>FREQUENCY</u> | <u>REMARKS</u> |
|------------------------------------|-------------------------|-------------------------|
| <u>Command Frequencies</u> | | |
| CAL FIRE Local, Tone 2 | 151.160 | Redding (CAL FIRE ECC) |
| Shasta Command | 154.430 | Redding (CAL FIRE ECC) |
| CDF 1, Tone 8 | 151.355 | Secondary Command Freq. |
| CDF 2, Tone 8 | 151.265 | Secondary Command Freq. |
| <u>Tactical Frequencies</u> | | |
| SHU Tac 11 | 151.445 | Primary Tac Freq. |
| SHU Tac 12 | 151.460 | Secondary Tac Freq. |
| SHU Tac 09 | 151.385 | Secondary Tac Freq. |
| SCFD F-2 | 154.010 | Secondary Tac Freq. |
| SCFD F-3 | 153.950 | Secondary Tac Freq. |
| White Fire 2 | 154.265 | Secondary Tac Freq. |
| White Fire 3 | 154.295 | Secondary Tac Freq. |
| AFPD Dist. Net. | 154.1750 | Secondary Tac Freq |

Exhibit "D"

AGENCY TELEPHONE NUMBERS

CAL FIRE, Anderson Fire Protection District MTZ Agreement

The following telephone numbers may be used for contact between the Anderson Fire Protection District and the CAL FIRE, Shasta-Trinity Unit Emergency Command Center (Redding).

CAL FIRE

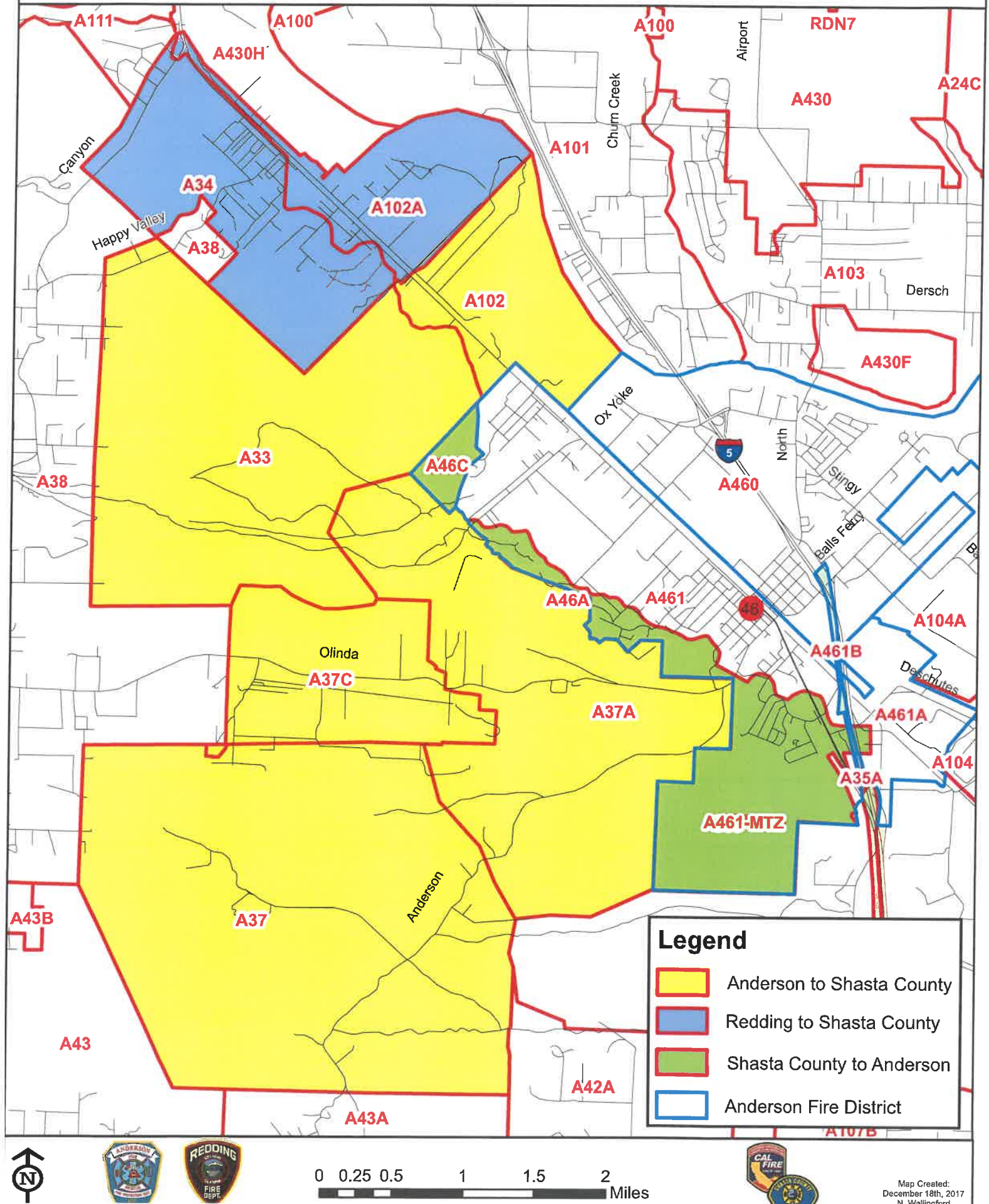
| | |
|----------|--------------------------------------|
| 243-1434 | CAL FIRE Emergency Line |
| 225-2411 | CAL FIRE ECC, Non-emergency |
| 225-2418 | CAL FIRE Headquarters, Business Line |
| 225-2514 | CAL FIRE, Fax line |
| 225-2510 | CAL FIRE, Fire Information line |

Anderson Fire Protection District

| | |
|----------|--|
| 378-6699 | Anderson Fire Protection District, Non-emergency |
| 378-6697 | Anderson Fire Protection District, Fax line |

Mutual Threat Zone Agreement

Anderson Fire Protection District, City of Redding, Shasta County Fire





ANDERSON

FIRE PROTECTION DISTRICT

1925 Howard St. Anderson, CA 96007

(530) 378-6699 Fax: (530) 378-6697

Fire Marshal Activities

March 4, 2021 to April 6, 2021

Annual Inspections: 20

Business License Inspections: 11

Construction Inspections: 1

Consulting Meeting/Inspection: 4

Medical Facility (Hospitals): 0

Day Care Inspections: 0

Fire Sprinkler Inspections: 1

Hotel/Motel Inspections: 0

Misc. Meeting/Inspections: 0

Plan Review Sent Back for Correction: 7

Plan Review Approved: 14

School Inspections: 0

Weed Abatement: 0

ANDERSON

FIRE PROTECTION DISTRICT

1925 Howard St. Anderson, CA 96007

(530) 378-6699 Fax: (530) 378-6697



Fire Chief's Report

April 13, 2021

Department Update(s)

- The staff has again started the process for the impact fee study and service fee schedule for the department. Along with this, we have met with City Staff to renew our services agreement contract for them collecting our fees. Action Item 8.3 is asking for authority to work with SCI consulting to move forward with the study of the Districts fees for service.
- We are sending a lot of our personnel to classes in the coming months. All these classes are being offered local, keeping the cost down.
- COVID-19 update, we have transitioned back to the "RED" tier in Shasta County. From media reports June 15 is the new date the tiered system is going away and everything is going to open back up in California.
- Continue to work on updating the policy and procedure manual and is close to completion.
- Included in the board packets is the cost recovery information and services agreement. Before we can finalize it and begin the legal process to adopt a resolution for this program, I wanted clarification if the board was wishing to charge a fee for medical response and if we were going to send the medical response billing to collections.
- Included is the pricing for the Pierce type 1 engine and potential financing options. I will have a presentation at the meeting. Jon Bauer who is the rep from Golden State



ANDERSON

FIRE PROTECTION DISTRICT

1925 Howard St. Anderson, CA 96007

(530) 378-6699 Fax: (530) 378-6697

(who helped us with the Ladder Truck) will be present at the May meeting to answer any question.

- Working on revamping the department website so we can update it more often and complete the build out. We have a new part time office assistant who is now taking the lead with our social media.
- We are preparing for the next round of grants, Assistance to Firefighters (AFG) grant has been submitted. This is to hopefully replace our SCBA's for a total price of 160,000. We have also submitted for a local grant for EMT optional scope supplies.
- Chief contract for approval is on the agenda as an action item.
- Thank you to everyone for completing their Form 700's on time.
- We have two reps who are building us quotes for new turnout gear. As I have previously mentioned the life of our turnout gear is up at the end of the year.

Investigations

- Follow-up on open cases as time allows.

Meetings/Significant Events

Respectfully,

A blue ink signature of Steve Lowe, Fire Chief, written in a cursive style.

Steve Lowe, Fire Chief

Anderson Fire Protection District

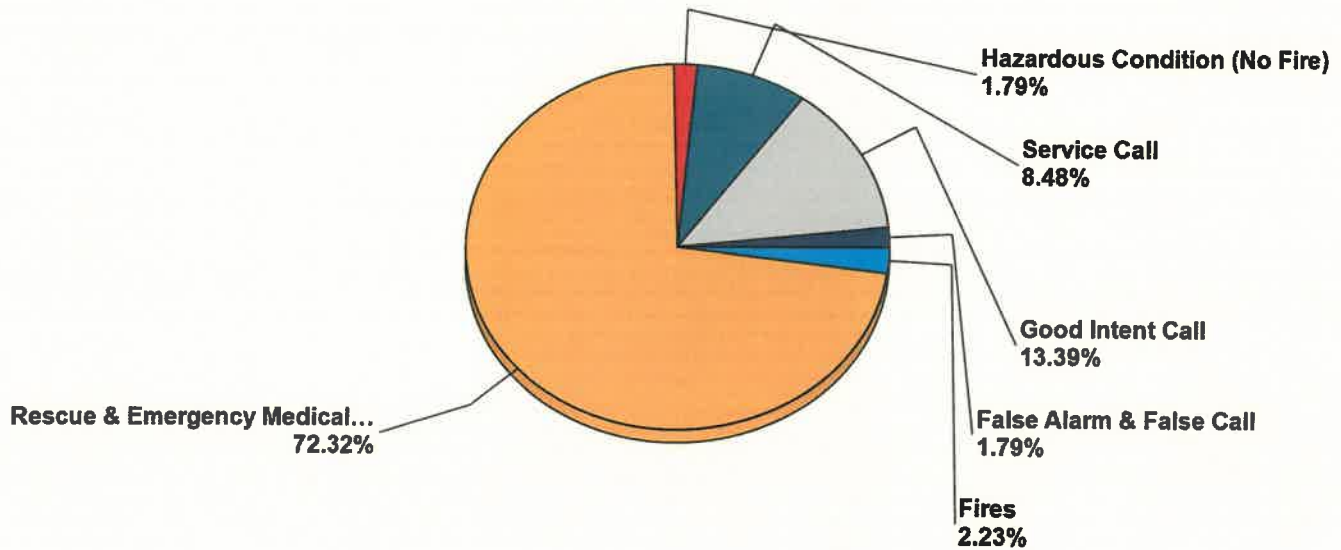
Anderson, CA

This report was generated on 4/8/2021 8:57:33 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2021 | End Date: 03/31/2021



| MAJOR INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|------------------------------------|-------------|------------|
| Fires | 5 | 2.23% |
| Rescue & Emergency Medical Service | 162 | 72.32% |
| Hazardous Condition (No Fire) | 4 | 1.79% |
| Service Call | 19 | 8.48% |
| Good Intent Call | 30 | 13.39% |
| False Alarm & False Call | 4 | 1.79% |
| TOTAL | 224 | 100% |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

| INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|--|-------------|-------------|
| 111 - Building fire | 3 | 1.34% |
| 131 - Passenger vehicle fire | 1 | 0.45% |
| 142 - Brush or brush-and-grass mixture fire | 1 | 0.45% |
| 321 - EMS call, excluding vehicle accident with injury | 150 | 66.96% |
| 322 - Motor vehicle accident with injuries | 10 | 4.46% |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 1 | 0.45% |
| 324 - Motor vehicle accident with no injuries. | 1 | 0.45% |
| 420 - Toxic condition, other | 2 | 0.89% |
| 444 - Power line down | 1 | 0.45% |
| 482 - Threat to burn | 1 | 0.45% |
| 553 - Public service | 18 | 8.04% |
| 561 - Unauthorized burning | 1 | 0.45% |
| 611 - Dispatched & cancelled en route | 24 | 10.71% |
| 622 - No incident found on arrival at dispatch address | 1 | 0.45% |
| 651 - Smoke scare, odor of smoke | 5 | 2.23% |
| 700 - False alarm or false call, other | 1 | 0.45% |
| 736 - CO detector activation due to malfunction | 1 | 0.45% |
| 740 - Unintentional transmission of alarm, other | 2 | 0.89% |
| TOTAL INCIDENTS: | 224 | 100% |

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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