



**West Plainfield Fire Protection District**  
24901 County Road 95, Davis, CA 95616 (530) 756-0212

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**BOARD OF COMMISSIONERS – REGULAR MEETING  
AUGUST 15, 2023 at 7:00 PM**

To be Held in Person at Lillard Hall  
24905 County Road 95  
Davis, CA 95616

To be Held by Zoom: <https://us06web.zoom.us/j/98831083439>  
One tap mobile – +16699006833,98831083439#  
Dial by your location – (669) 900-6833 US (San Jose)  
Meeting ID: 988 3108 3439

1. Call the Meeting to Order and Establish Quorum (President McMullen)
2. Public Comment
3. Old Business
  - a. Update – Weed Abatement (Chief Rita)
  - b. Update – Yolo County Fire Sustainability Committee (AC Stiles)
4. Lillard Hall
  - a. Manager Report (Hall Manager Sykes)(Pages 4-8)
5. New Business
  - a. Discussion / Action – Volunteer Applications (Chief Rita)
  - b. Discussion / Action – Standing Committees – Reports
    - i. Personnel Committee – **Amy**, Yeager
    - ii. District Funding and Development Committee – **Yeager**, Stiles
    - iii. Lillard Hall Committee – **Amy**, Roos
    - iv. Budget and Benefits Committee – **Stiles**, Roos
  - c. Discussion / Action – Ad Hoc Committees – Reports
    - i. LAFCO – **Yeager**, Roos
    - ii. Solar – **Stiles**, Roos
  - d. Discussion / Action – Liaison Reports
    - i. Fire Prevention / Investigation – McMullen
    - ii. Training – Yeager
    - iii. Large Equipment / Facilities – McMullen
      1. Discussion / Action – Staff Recommended Changes to Fleet

- e. Discussion / Action – Authorize QSEHRA Benefits (Chief Rita)
    - i. Discussion / Action – Approve Monthly Contribution Amount (staff recommends \$400.00 per month)(Pages 9-11)
    - ii. Discussion / Action – Approval Roll-Over of Remaining QSHERA Balance to Retiree HRA Account on Employee Separation
    - iii. Discussion / Action - Enter into Service Agreement with Take Command for Administration of QSEHRA (Pages 12-28)
  - f. Discussion / Action – Adopt Policies (Chief Rita)
    - i. Policy 212 – Purchase Card(Pages 29-30)
    - ii. Policy 300 – Incident Management (replaces SOP – ICS – Prior Directives) (Page 31)
    - iii. Policy 302 – Fire Ground Accountability (replaces Section 515)(Pages 32-33)
    - iv. Policy 303 – Rapid Intervention Two-In Two-Out (replaces Sections 525, 530 and 535)(Pages 34-36)
    - v. Policy 316 – Safely Surrendered Baby Law (new)(Page 37)
    - vi. Policy 317 – Abandoned Infants (new)(Pages 38-39)
    - vii. Policy 800 – Records Management (new)(Pages 40-46)
    - viii. Policy 1000 – Recruitment and Selection of Fire Suppression Personnel (new)(Pages 47-52)
    - ix. Policy 1003 – Position Descriptions (new)(Page 53)
    - x. Policy 1003 – Position Descriptions - Attachment – Firefighter Position and Classifications (replaces all Firefighter Positions and Classifications) (Pages 54-64)
  - g. Discussion / Action – Procedure Approval and Adoption by Fire Chief and Assistant Chief of Operations (Chief Rita)
  - h. Discussion / Action – Adopt Resolution 23-007 - A Resolution Approving Department of Forestry and Fire Protection Agreement # 7GF23126 (Chief Rita) (Page 65)
  - i. Discussion / Action - Initiative #21-0042A1 (aka #1935) on November 2024 Ballot (Chief Rita and AC Stiles) (Pages 66-73)
    - i. Discussion
    - ii. Action – Adopt Resolution 23-008 – A Resolution to Oppose Initiative 21-0042A1 (Pages 74-75)
  - j. Discussion / Action – Authorization to Hire 3 Firefighters (Chief Rita)
- 6. Fire Chief’s Report (Chief Rita) (Pages 76-80)
  - 7. Fire Fighter’s Association Report (President Jon Lee)
  - 8. Clerk’s Report (Board Clerk Hall)

Agenda – Board Meeting – Regular

August 15, 2023

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- a. Discussion / Action – West Plainfield Fire Protection District Bill Review / Approval (Page 81)
  - b. Discussion / Action - Approval of July 18, 2023, Regular Board Meeting Minutes (Pages 82-89)
9. Open Forum
  10. Next regular Board meeting on September 19, 2023, unless another date is agreed upon
  11. Meeting Adjourned (President McMullen)

Posted August \_\_\_\_\_, 2023 @ \_\_\_\_\_ hours by \_\_\_\_\_

LILLARD HALL - REPORT - ACCOUNTING

Date	Check #	Payment Amount	Deposit Amount	Balance	Payable To	From	Purpose	
01/18/23			700.00	16,931.06	Counter Credit			Deposited
01/19/23		3.00		16,928.06	BofA		Check image service fee	BE
01/19/23	631	101.24		16,826.82	CalNet - Winters		Internet - Feb 2023	Cleared
02/10/23	632	390.03		16,436.79	Recology		Garbage - 01/31/23	Cleared
02/10/23	633	120.42		16,316.37	West Plainfield FPD		Invoice(s): PGE 01/26/23	Cleared
			1,600.00	17,916.37	Deposit	Keifer and Fly Fishers	Rental and Security Deposit	Deposited
02/12/23	634			17,916.37	VOIDED		VOIDED CHECK	N/A
02/12/23	635	101.24		17,815.13	CalNet - Winters		Internet - Mar 2023	Cleared
02/21/23	636	104.06		17,711.07	West Plainfield FPD		Invoice(s): PGE 02/16/23	Cleared
03/01/23			600.00	18,311.07	Deposit	Keifer	Rental	Deposited
03/01/23			150.00	18,461.07	Deposit	Yolo County	Rental	Deposited
03/07/23			800.00	19,261.07	Deposit	Fly Fishers	Rental	Deposited
03/13/23	637	800.00		18,461.07	Tristan Leong	Fly Fishers	Deposit Refund	Cleared
03/13/23	638	390.03		18,071.04	Recology Davis		Garbage	Cleared
03/13/23	639	106.84		17,964.20	Edward Sykes		Expense Reimbursement	Cleared
03/21/23	640	101.24		17,862.96	Cal.net Inc.		Internet	Cleared
03/24/23	641	122.08		17,740.88	West Plainfield FPD		PG&E Reimbursement	Cleared
03/24/23	642	258.92		17,481.96	West Plainfield FPD		Hall Manager Compensation 2/12 - 2/25	Cleared
03/29/23	643	816.60		16,665.36	West Plainfield FPD		Hall Manager Compensation 2/26 - 3/25	Cleared
04/03/23			500.00	17,165.36		Jennie Keifer	April Rental	Deposited
04/03/23		6.00		17,159.36	BofA		Service Fees 1/20/23 - 3/21/23	Paid
04/03/23	644	800.00		16,359.36	Jennie Keifer		Deposit Refund	Cleared
04/03/23	645	800.00		15,559.36	Cesar Jimenez		Deposit Refund - Canceled Event	Cleared
04/10/23			800.00	16,359.36		Fairfield School	Security Deposit - 4/28 Fundraiser	Deposited
04/10/23			800.00	17,159.36		Jennie Keifer	Rent - May	Deposited
04/18/23	646	318.69		16,840.67	West Plainfield FPD		Hall Manager Compensation 3/26 - 4/8	Cleared
04/18/23	647	101.24		16,739.43	Cal.net Inc.		Internet	Cleared
04/18/23	648	109.31		16,630.12	West Plainfield FPD		PG&E Reimbursement	Cleared
04/18/23	649			16,630.12	VOIDED		VOIDED CHECK	N/A
04/26/23	650	390.03		16,240.09	Recology Davis		Garbage	Cleared
04/26/23	651	61.83		16,178.26	Edward Sykes		Expense Reimbursement	Cleared
04/26/23		3.00		16,175.26	BofA		Service Fees 3/22/23 - 4/18/23	Paid
05/08/23	652	395.03		15,780.23	Recology Davis		Garbage	Cleared
05/08/23	653	800.00		14,980.23	Fairfield School PTA		Deposit Refund	Cleared
05/16/23	654	101.24		14,878.99	Cal.net Inc.		Internet	Cleared
05/16/23	655	637.34		14,241.65	West Plainfield FPD		Hall Manager Compensation 4/9-5/6	Cleared
05/18/23		3.00		14,238.65	BofA		Service Fee	Paid
05/24/23			800.00	15,038.65		Jennie Keifer	Rent - June	Deposited
06/07/23	656	434.12		14,604.53	West Plainfield FPD		PG&E Reimbursement / Manager Salary	Cleared

LILLARD HALL - REPORT - ACCOUNTING

Date	Check #	Payment Amount	Deposit Amount	Balance	Payable To	From	Purpose	
06/20/23		3.00		14,601.53	BofA		Service Fee	Paid
06/20/23	657	172.09		14,432.44	West Plainfield FPD		PG&E Reimbursement/Fire Extinguishers	Cleared
06/20/23	658	159.34		14,273.10	West Plainfield FPD		Hall Manager Compensation 5/21-6/3	Cleared
06/20/23	659	390.03		13,883.07	Recology Davis		Garbage	Cleared
06/20/23	660	101.24		13,781.83	Cal.net Inc.		Internet	Cleared
06/29/23			800.00	14,581.83		Geri Orthmeyer	Deposit - 7/29/2023 Retirement Party	Deposited
06/29/23			600.00	15,181.83		Jennie Keifer	Rent - July	Deposited
07/10/23	511	199.17		14,982.66	West Plainfield FPD		Hall Manager Salary 6/4-6/17	
07/10/23	512	390.03		14,592.63	Recology Davis		Garbage	Cleared
				14,592.63				
07/18/23	514	258.92		14,333.71	West Plainfield FPD		Hall Manager Salary 6/18-7/1	
				14,333.71				
07/21/23			400.00	14,733.71		Geri Orthmeyer	Rent - 7/29 Retirement Party	
	515				VOIDED			VOIDED
	516				VOIDED			VOIDED
07/31/23	517	800.00		13,933.71	Geri Orthmeyer		Deposit Refund - 7/29 Retirement Party	
07/31/23	518	725.00		13,208.71	Woodland Electrical		Parking Lot Light Repair	
07/31/23		3.00		13,205.71	BofA		Service Fee	Paid

## LILLARD HALL - REPORT - RENTALS

Date(s)	Applicant Organization	Event Type	Applicant Type	Rent Due	Amt Due	Date Paid	Security Deposit Due	SD Amt Due	Date Paid	Date Refunded	Refund Amt	Ins Cert Required	Date Cert Provided	Guard Required	Date Contract Provided
01/10/23	4H	Meeting	WPPFD Resident	No			Yes	800				Yes		No	
01/12/23	User	Dog Training	Other	No			Yes	200	08/25/22			Yes		No	
01/18/23	User	Dog Training	Other	No			N / A					N / A		Yes	
01/18/23	Yolo County	Community Meeting Flooding	Meeting	No	100		Waived					No		No	
01/19/23	User	Dog Training	Other	No			N / A					N / A		No	
01/24/23	User	Dog Training	Other	No			N / A					N / A		No	
01/26/23	User	Dog Training	Other	No			N / A					N / A		No	
01/31/23	User	Dog Training	Other	No			N / A					N / A		No	
02/01/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/02/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/08/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/09/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/14/23	4H	Meeting	WPPFD Resident	No			N / A					N / A		No	
02/15/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/16/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/22/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/23/23	User	Dog Training	Other	No		01/31/23	N / A					N / A		No	
03/01/23	User	Dog Training	Other	No			N / A					N / A		No	
03/02/23	User	Dog Training	Other	No			N / A					N / A		No	
03/04/23	Fly Fishers of Davis	Fundraiser Dinner	Other	No			No		01/19/23	03/13/23	800	Yes	02/28/23	Yes	
03/05/23	WPPFD Volunteers	Fundraiser Breakfast	WPPFD Personnel	No			Waived					No		No	
03/08/23	User	Dog Training	Other	No			N / A					N / A		No	
03/09/23	User	Dog Training	Other	No			N / A					N / A		No	
03/14/23	4H	Meeting	WPPFD Resident	No			N / A					N / A		No	
03/15/23	User	Dog Training	Other	No			N / A					N / A		No	
03/16/23	User	Dog Training	Other	No			N / A					N / A		No	
03/22/23	User	Dog Training	Other	No			N / A					N / A		No	
03/23/23	User	Dog Training	Other	No			N / A					N / A		No	
03/23/23	Yolo County	Community Meeting Flooding	Meeting	Yes	50		Waived					No		No	
03/29/23	User	Dog Training	Other	No			N / A					No		No	
04/01/23	NACSW	CE Workshop	Other	No		09/22/22	No		09/22/22			Yes	On File	No	
04/02/23	NACSW	CE Workshop	Other	No		09/22/22	No						On File	No	
04/06/23	User	Dog Training	Other	No		03/22/23	N / A					N / A			
04/11/23	4H	Meeting	WPPFD Resident	No			No					N / A		No	
04/12/23	WPPFD	Driver Operator Class		N / A			N / A								
04/15/23	WPPFD	Driver Operator Class		N / A			N / A								
04/16/23	WPPFD	Driver Operator Class		N / A			N / A								

## LILLARD HALL - REPORT - RENTALS

Date(s)	Applicant Organization	Event Type	Applicant Type	Rent Due	Amt Due	Date Paid	Security Deposit Due	SD Amt Due	Date Paid	Date Refunded	Refund Amt	Ins Cert Required	Date Cert Provided	Guard Required	Date Contract Provided
04/19/23	User	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/20/23	User	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/22/23	WPFD Volunteers	Fundraiser Flea Market	WPFPD Personnel	N / A			N / A								
04/26/23	User	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/27/23	User	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/28/23	Fairfield School	Fundraiser Dinner	WPFPD Resident	No			No		04/10/23	05/08/23		Yes		Yes	
05/02/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/03/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/04/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/09/23	4H	Meeting	WPFPD Resident	No			N / A					N / A		No	
05/10/23	WPFD	Driver Operator Class		N / A			N / A								
05/11/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/17/23	WPFD	Driver Operator Class		N / A			N / A								
05/18/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/20/23	WPFD	Driver Operator Class		N / A			N / A								
05/21/23	WPFD	Driver Operator Class		N / A			N / A								
05/24/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/25/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/31/23	User	Dog Training	Other	No		04/10/23	N / A					N / A		No	
06/07/23	User	Dog Training	Other	No		05/12/23	N / A							No	
06/08/23	User	Dog Training	Other	No		05/12/23	N / A							No	
06/13/23	4H	Meeting	WPFPD Resident	No			No					N / A		No	
06/15/23	User	Dog Training	Other	No		05/12/23	N / A					Yes	05/21/23	No	
06/21/23	User	Dog Training	Other	No		05/12/23	N / A					Yes	05/21/23	No	
06/22/23	User	Dog Training	Other	No		05/12/23	N / A					Yes	05/21/23	No	
06/28/23	User	Dog Training	Other	No		05/12/23	N / A					Yes	05/21/23	No	
06/29/23	User	Dog Training	Other	No		05/12/23	N / A					Yes	05/21/23	No	
07/05/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/06/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/11/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/19/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/20/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/25/23	User	Dog Training	Other	No		06/20/23	N / A					Yes	05/21/23	No	
07/29/23	User	Retirement Party	WPFPD Resident	No		07/18/23	No		06/26/23	07/31/23	800	Yes	07/07/23	Yes	07/23/23
08/02/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/03/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/08/23	4H	Meeting	WPFPD Resident	No			No					N / A		No	
08/16/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/17/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/22/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/29/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/30/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	
08/31/23	User	Dog Training	Other	No			N / A					Yes	05/21/23	No	

## LILLARD HALL - REPORT - RENTALS

Date(s)	Applicant Organization	Event Type	Applicant Type	Rent Due	Amt Due	Date Paid	Security Deposit Due	SD Amt Due	Date Paid	Date Refunded	Refund Amt	Ins Cert Required	Date Cert Provided	Guard Required	Date Contract Provided
09/12/23	4H	Meeting	WPPFD Resident	No			No					N / A		No	
09/23/23	User	Quinceanera	Other	Yes	800		No	800	09/21/22			Yes		Yes	
10/10/23	4H	Meeting	WPPFD Resident	No			No					N / A		No	
11/14/23	4H	Meeting	WPPFD Resident	No			No					N / A		No	
12/12/23	4H	Meeting	WPPFD Resident	No			No					N / A		No	



- \$400.00 PER MONTH PER EMPLOYEE
- USE FOR SPOUSE AND EMPLOYEE

QSEHRA INFORMATION LINK FROM TAKE COMMAND – for more information visit

<https://www.takecommandhealth.com/qsehra-guide#reimbursement>

Below are highlights from that link:

## QSEHRA Requirements

### Employer Requirements for QSEHRAs

To use a QSEHRA, a small business or non-profit must meet two primary requirements:

1. **Be "small":** The business or non-profit must be a "small employer" in the eyes of the IRS with less than 50 full-time employees (defined in IRS section 4980H(c)2).
2. **Not have a group health plan:** The small business or non-profit cannot have a traditional group health plan (defined in IRS section 5000(b)). This makes sense—the purpose of a QSEHRA is to reimburse for *individual* health insurance, so a business cannot have a group health plan at the same time. This restriction does not apply to non-health group benefits like life insurance or disability insurance.

### Employee Requirements for QSEHRAs

To receive tax-free reimbursements from a QSEHRA, an employee must:

1. **Be covered by an insurance plan:** Employees can be covered by their spouse's plan, their parent's plan or purchase their own individual insurance plan. Plans must provide Minimum Essential Coverage (MEC) as defined by the IRS in Section 106(g). MEC plans include major medical plans, Medicare, Medicaid, etc. Faith-based sharing ministries, short-term plans, and indemnity plans are not MEC but may be able to be supplemented with a MEC offering in order to qualify. **\*Employees offered QSEHRA for the first time on or after January 1, 2020 will qualify for a Special Enrollment Period (SEP) which will allow them 60 days to purchase qualifying plans from the individual marketplace outside of Open Enrollment. This makes finding a plan easier for employees!\***
2. **Submit a claim for reimbursement:** This may seem obvious but often gets overlooked! Employees have to prove they spent money on an eligible health expense before they can be reimbursed.

### QSEHRA Reimbursement Rates

In general, employers have a lot of flexibility with how they design and implement a QSEHRA. An overarching rule though is that *employees must be treated fairly*. That means you can't offer some employees more money than others unless they can be fairly separated using the design criteria below. The IRS calls this "same terms requirements" and provides details in [Section C of IRS Notice 2017-67](#).

All reimbursements are subject to annual maximums and become available to employees on a monthly basis. This means employees can't take the full annual amount in January—instead, the funds become available to employees each month. Here are the maximum contribution amounts and what they translate to on a monthly basis:

	2021		2022		2023	
	Single	Family	Single	Family	Single	Family
Annual	\$5,300	\$10,700	\$5,450	\$11,050	\$5,850	\$11,800
Monthly	\$441.67	\$891.67	\$454.16	\$920.83	\$487.50	\$983.33

Table 2: QSEHRA Reimbursement Rates for 2021, 2022, and 2023.

In the law, these amounts are tied to inflation, so we expect them to go up a little bit every year.

If an employee joins the company or becomes eligible to participate in the middle of the year, the employee is eligible for a prorated amount based on the month they became eligible. For example: John joins ACME Corp in October and is immediately eligible for ACME's QSEHRA (no waiting period). For math's sake, let's say ACME reimburses \$200/mo (\$2,400 annually). John is eligible for 3 months (October, November, December) and therefore can receive up \$600 for that plan year.

Two other key points:

- **Unclaimed funds stay with the employer.** If an employee is not eligible or does not make a claim in a given plan year, the employer keeps the money.
- **Funded solely by the employer.** This makes sense when you think about it because QSEHRA is a *reimbursement* of expenses the employee is paying out of pocket. This can be a little confusing at first for small business owners that had traditional group health plans in the past and would deduct employee contributions on the employee's paycheck. Just to be clear though—employees cannot contribute to a QSEHRA (they would just pay out of their own pocket).

**NOTE: If there are unclaimed funds, we can put them into a retiree HRA. If we move forward with the QSEHRA, we should commit to putting funds remaining at separation to a retiree HRA.**

**What to reimburse:** Employers have a lot of flexibility over what is reimbursed. Understanding the impact of these options can go a long way towards helping the employer achieve their objectives and keep their budget in check. Here are a few choices employers can make:

- **Reimburse Insurance Premiums Only:** Employers can limit reimbursements to only go towards eligible premium expenses. Typically, this refers to individual health insurance premiums but could also include eligible dental premiums, vision premiums, etc. as long as the employee has Minimum Essential Coverage (MEC) ([see notes on employee eligibility above](#)).
- **Reimburse Insurance Premiums and Medical Expenses:** Most employers choose to allow medical expenses to be reimbursed too. [The list of eligible medical expenses is very long and comes from IRS Publication 502](#). Eligible expenses include doctor visits, copays, dental cleanings, prescriptions, eye glasses, diabetes supplies, etc. Note: Employers can choose to exclude categories of expenses (i.e., "prescriptions") as long as the exclusion is applied fairly to everyone.
- **Premiums of employees on their spouse's group plan:** Many small business and non-profit employees have access to traditional group health insurance plans through their spouse. This is great because it takes the primary insurance burden off of the small employer! However, employees may still have to pay something to participate in their spouse's plan (usually a deduction on the spouse's paycheck). Employers setting up a QSEHRA can choose whether or not to allow employees to make claims for these group plan premiums. Note: In most cases, these claims will be taxable to the employee because the spouse is likely making a payroll deduction on a pre-tax basis.

# **SERVICES AGREEMENT**

**Take Command Insurance Agency, Inc.**

## SERVICES AGREEMENT

This **SERVICES AGREEMENT** (the "Agreement"), dated as of today's date (the "Effective Date"), by and between Take Command Insurance Agency, Inc, a Delaware limited liability company doing business as Take Command Health (including its successors and assigns, "TCH"), and your organization, (including its successors and assigns, "Client"). TCH and Client shall collectively be referred to in this Agreement as the "Parties," and each individually as a "Party".

**WHEREAS**, TCH is in the business of providing a software platform for the administration of HRA plans, assisting customers with the implementation of HRA benefits, and selling insurance;

**WHEREAS**, Client is seeking consultation and assistance with its insurance products for its employees; and

**WHEREAS**, TCH and Client desire to enter into this Agreement, which shall set forth the terms and conditions of the relationship between TCH and Client.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I** **DEFINITIONS**

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings and shall be equally applicable to the singular and plural forms:

"Accounts" shall mean the Payment Account and Disbursement Account.

"Affiliate" of a specified person, shall mean a person who, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such specified person.

"Business Day" shall mean any day other than Saturday, Sunday or any other day on which TCH is closed for business.

"Client Employee" means, with respect to any month, any individual that is employed by Client for any portion of such month and is eligible to participate in QSEHRA or ICHRA that is implemented by Client.

"Confidential Information" shall mean all information and material of a Party or its Affiliates that (a) is or has been disclosed by such other Party or its Affiliates under or in connection with this Agreement, whether orally, electronically, in writing or otherwise, including copies, (b) is or has been learned, acquired, or generated by such Party in connection with this Agreement (including the terms of this Agreement) and/or (c) constitutes Nonpublic Personal Information.

"Copyrights" shall mean United States and non-U.S. copyrights and mask works (as defined in 17 U.S.C. §901), whether registered or unregistered, and pending applications to register the same.

"Data Protection Laws" shall mean any Law (including interpretations or enforcements of any Law) relating to data protection.

"Disbursement Account" shall mean the Client bank account with TCH's banking vending partner that is linked to Client's Payment Account for the purposes set forth in this Agreement, including the provision of the Payment Services.

"GLBA" shall mean the Gramm-Leach-Bliley Act of 1999 (or any successor U.S. federal Law).

"Governmental Authority" shall mean any United States (federal, state or local) or foreign government, or governmental, regulatory, judicial or administrative authority, agency or commission or self-regulatory organization.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 (or any successor U.S. federal Law).

"HRA" shall mean a health reimbursement arrangement, and as used in this Agreement may refer to a QSEHRA or an ICHRA.

"Intellectual Property" shall mean Copyrights, Patent Rights, Trademarks and Trade Secrets.

"Law" shall mean any and all domestic (federal, state or local) or foreign laws, statutes, rules, regulations, codes, ordinances, requirements or orders issued or imposed by any Governmental Authority or common law.

"Nonpublic Personal Information" or "NPI" shall have the meaning ascribed to such term in Title V of the GLBA.

"Patent Rights" shall mean the United States and non-U.S. patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions,

reissues, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto.

"Payment Account" shall mean the Client bank account designated by Client for the purposes set forth in this Agreement, including the provision of the Payment Services.

"Payment Services" shall mean: (a) to pay insurance premiums, on behalf of Client Employees, through the automatic withdrawal by TCH (or the Payment Provider) of funds in Client's Payment Account to fund Client's Disbursement Account and subsequent payment by TCH (or the Payment Provider) of such funds from the Disbursement Account to insurance carriers on behalf of Client Employees; (b) to provide such tracking and reporting assistance as reasonably requested; and (c) to provide Client a monthly recommendation regarding the amount of withholding from Client Employees' wages to pay insurance premiums.

"Person" shall mean any individual or entity.

"Personnel" shall mean, with respect to any Party, the employees, officers, agents, independent contractors and consultants of (a) such Party, (b) the Affiliates of such Party and (c) any Third Parties engaged by such Party or its Affiliates to provide a Service.

"Records" shall mean any documents, data or other information.

"Services" shall mean the TCH Services or the Client Services, as applicable.

"Software" shall mean computer software programs and software systems, including firmware, middleware, databases, compilations, tool sets, compilers, higher level or "proprietary" languages and related documentation, whether in source code, object code or human readable form.

"Third Party" shall mean any Person other than TCH, the Client, and their respective Affiliates.

"Third Party Claim" shall mean any action, suit, inquiry, hearing, charge, demand, proceeding, claim, arbitration, investigation or litigation, whether civil or criminal, at law or in equity or demand made or brought by a Third Party.

"Trade Secrets" shall mean trade secrets and confidential ideas, know-how, concepts, methods, processes, formulae, technology, algorithms, models, reports, data, customer lists, supplier lists, mailing lists, business plans and other proprietary information, in each case which derive economic value, actual or potential, from being maintained in confidence.

"Trademarks" shall mean United States, state and non-U.S. trademarks, service marks, trade names, assumed names, Internet domain names, designs, logos, slogans and general intangibles of like nature, whether registered or unregistered, and pending registrations and applications to register the foregoing.

## **ARTICLE II** **SERVICES**

2.1 TCH Services. TCH shall provide, or shall cause its Affiliates to provide, to the Client the following services (collectively, the "TCH Services"):

(a) TCH shall provide insurance consulting services to Client, for the goal of identifying and procuring employee insurance products that the Parties reasonably believe are appropriate for Client, based on Client's business, budget, and objectives;

(b) To the extent that Client elects to implement a qualified small employer health reimbursement arrangement, as defined in 26 U.S.C. § 9831(d) ("QSEHRA"), TCH shall provide to Client the following materials: (i) a QSEHRA plan document (the "QSEHRA Plan"); (ii) a draft resolution for Client to use to approve the QSEHRA Plan; (iii) a summary description of the QSEHRA Plan; (iv) forms and documents to be used by the Client to administer the QSEHRA Plan; and (v) other documents and materials that TCH reasonably determines may be useful for the operation and administration of the QSEHRA.

(c) To the extent that Client elects to implement an independent individual coverage health reimbursement arrangement ("ICHRA"), TCH shall provide to Client the following materials: (i) an ICHRA plan document (the "ICHRA Plan"); (ii) a draft resolution for Client to use to approve the ICHRA Plan; (iii) a summary description of the ICHRA Plan; (iv) a Summary of Benefits and Coverage; (v) forms and documents to be used by the Client to administer the ICHRA Plan; and (vi) other documents and materials that TCH reasonably determines may be useful for the operation and administration of the ICHRA.

(d) TCH shall perform the following services, as an authorized service provider to Client, the HRA administrator: (i) set up user accounts on the TCH platform for each Client; (ii) receive, store, and process all Client Employees documentation necessary for the administration of the HRA plan (iii) provide compliance reports and/or receipts for year-end reporting purposes, reports available upon request for up to 7 years from document generation.

(e) To the extent Client has elected to purchase TCH's Payment Services, by execution of this Agreement, Client expressly authorizes TCH to: (i) to take such actions as are reasonably required to provide the Payment Services, including to use a Third Party payment services provider ("Payment Provider") to provide back-end payment functions; and (ii) debit and credit the Client's Payment Account and Client's Disbursement Account as contemplated herein. The foregoing authorizations will remain in effect until sooner of the termination or expiration of this Agreement by its terms or upon written notice by Client at least 5 Business Days' notice prior to the next scheduled applicable payment and or



disbursement date referenced above that expressly references this Section and revokes such authorization.

(f) In relation to the provision of the TCH Services under this Agreement, the Parties agree to comply with the terms of the HIPAA Business Associate Agreement attached hereto as Addendum A.

2.2 Client Services. As a condition for the performance of the TCH Services, Client shall provide, or shall cause its Affiliates to provide, the following services (collectively, the "Client Services"):

(a) To the extent that Client elects to implement an HRA, Client shall serve as the administrator and shall:

(i) Make the TCH online HRA signup product available to Client Employees;

(ii) Recommend to Client Employees the use of TCH's online platform to procure individual insurance policies, except to the extent that Client, or a third party on behalf of Client, manages the individual insurance enrollment process for Client Employees;

(iii) Provide TCH with Client Employee contact information, and facilitate TCH's contacting of Client Employees to send relevant HRA and health insurance information;

(iv) Notify TCH in the event that any new Client Employees are hired or existing Client Employees are fired, terminated, or otherwise leave their employment with Client within thirty (30) days; and

(b) To the extent that Client uses Payment Provider Services, Client shall:

(i) Make sufficient funds available to fund insurance premiums for Client Employees participating in Payment Services, by the 14<sup>th</sup> day of every calendar month.

(ii) Allow TCH access to the Accounts to withdraw such available funds on or prior to the 15<sup>th</sup> of every month.

(iii) Provide any additional written authorization reasonably requested to permit TCH to withdraw additional funds from the Accounts on an ad hoc basis.

2.3 Standard of Performance. All Services shall be provided using reasonable efforts, skill and judgment, in a manner consistent with current practices as of the Effective Date.

2.1 Cooperation.

(a) Each Party shall cooperate, or shall cause its Affiliates and use commercially reasonable efforts to cause its Third Party service providers to cooperate, with the other Party in all matters relating to the provision and receipt of the Services and to minimize the expense, distraction and disturbance to each Party, and shall perform all obligations hereunder in good faith and in accordance with principles of fair dealing and in compliance with all applicable Laws.

(b) Each Party shall use commercially reasonable efforts to provide information and documentation sufficient for the other Party to perform the Services, as applicable, in the manner provided as of the Effective Date, and will use commercially reasonable efforts to make available, as reasonably requested by the other Party, sufficient resources and timely decisions, approvals and acceptances in order that the other Party may perform its obligations under this Agreement in a timely and efficient manner.

(c) Client shall use commercially reasonable efforts to consult with TCH, as reasonably requested by TCH, regarding compliance with applicable Laws (including changes in Laws).

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS AND AGREEMENTS**

3.1 Representations. Each Party hereto represents and warrants to the other Party as of the Effective Date that: (a) it has the full power and authority to enter into this Agreement and to grant the rights granted herein; (ii) the execution of this Agreement does not breach any contract or agreement, oral or written, of such Party, nor will the same violate any duty or obligation such Parties has to any Third Party; and (iii) such Party is in compliance with all applicable Laws, and entering into this Agreement shall not cause or constitute a violation of any Law.

3.2 No Insurance Plan. Client acknowledges and agrees TCH does not provide insurance to Client Employees and is not an insurance carrier or underwriter, and Client Employees are each individually responsible for procuring their own insurance plan, which may be through TCH's online platform or another source. Client acknowledges and agrees that TCH is only responsible for the provision of administrative services as described in this Agreement, and that TCH is not responsible for the servicing of any insurance plan. Client acknowledges and agrees that TCH cannot guarantee the issuance of any particular insurance plan to a Client Employee and that TCH is not responsible for any errors or delays on the part of the Client Employee and/or insurance carrier issuing the insurance plan to a Client Employee. Client acknowledges and agrees that other than TCH's own internal cost to provide the TCH Services, TCH is not responsible or liable for costs to pay claims or any other costs associated with administration of the HRA.

3.3 Compliance With Plan Documentation. Client agrees to abide by the terms and conditions of any plan documents that TCH delivers to Client under this Agreement and that Client executes.

3.4 General Limitations. In no event shall either Party be obligated to maintain the employment of any specific employee in connection with its obligations hereunder.

3.5 Third Party Limitations. Client acknowledges and agrees that the Payment Provider Services are subject to the terms and conditions of any applicable agreements that TCH has with Payment Provider.

3.6 Compliance with Laws.

(a) Each Party shall comply with applicable Law in the performance of the Services. Neither Party shall provide, or cause to be provided, any Service to the extent that the provision of such Service would require, or could reasonably be expected to require, such Party, any of its Affiliates or any of its or their respective officers, directors, employees, agents or representatives to violate (a) any Law, or (b) any policies and/or procedures of such Party designed to respond to a Law, to a new legal or regulatory issue or to a security threat.

(b) TCH shall approve or disapprove requests for all medical expense reimbursements under the HRA in accordance with 26 U.S.C. § 213(d) and applicable Internal Revenue Service guidance unless Client has otherwise directed TCH in writing. Client agrees that TCH is not liable for any loss in connection with TCH's actions directly or indirectly relating to the approval or disapproval of medical expense reimbursement requests made by TCH in accordance with federal tax law or any alternative directions provided by Client. Client agrees to indemnify and hold harmless TCH and its directors, officers, employees and agents (the "Indemnified Parties") from and against all amounts, including without limitation, taxes, expenses (including reasonable attorneys' fees), liabilities, claims, damages, actions, suits, regulatory fines or other charges incurred by or assessed against any of the Indemnified Parties as a direct or indirect result of TCH's approval or disapproval of medical expense reimbursement requests made by TCH in accordance with this Section 3.6(b).

3.7 Force Majeure.

(a) The Parties shall use commercially reasonable efforts to provide, or cause to be provided, the Services without interruption. If any Party providing, or causing to be provided, Services is wholly or partially prevented from, or delayed in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond its reasonable control (including acts of God, fires, explosions, accidents, floods, earthquakes, embargoes, epidemics, war, acts of terrorism, and/or nuclear disaster) (each, a "Force Majeure Event"), such Party shall not be liable for any failure to deliver the affected Services during such period, and the Party that would have received such Services shall not be obligated to pay for any Services not delivered.

(b) As soon as reasonably practicable after the occurrence of a Force Majeure Event, the affected Party shall promptly give written notice to the other Party of the Force Majeure Event. The duties and obligations of such Party hereunder shall be tolled for the duration of the Force Majeure Event to the extent that the Force Majeure Event prevents such Party from performing its duties and obligations hereunder.

(c) During the duration of a Force Majeure Event, the affected Party shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and shall use commercially reasonable efforts to resume its performance under this Agreement with the least practicable delay. From and during the occurrence of a Force Majeure Event, the other Party may replace the affected Services by providing such Services for itself or engaging a Third Party to provide such Services, at such other Party's sole cost.

## **ARTICLE IV PAYMENT**

### 4.1 Fees.

(a) In consideration for the TCH Services, Client shall pay to TCH the following fees set forth in the Plan Summary located under Plan & Billing of the admin portal: (i) a per Client Employee per month service fee, (ii) a platform fee per month; and (iii) a per Client Employee fee per month to the extent that Client uses Payment Services, (collectively, the "Fees").

(b) TCH shall have the right to increase, or otherwise alter the structure of, the Fees described in Section 4.1(a) on an annual basis by providing at least fifteen (15) days' prior written notice to Client.

(c) The Client shall have the right to request (in writing) that TCH add an additional pass-through fee to the service fee described in Section 4.1(a)(i) on behalf of their benefits agent, broker, or consultant.

(d) If Client has enrolled with TCH as part of a special program, Client may be responsible for a monthly minimum fee as established by that special program. Such minimum shall be agreed to in writing (or email) between both parties.

### 4.2 Billing and Payment Terms.

(a) TCH shall invoice the Client monthly, in advance of the provision of TCH Services for such month, and TCH shall have the right to automatically withdraw such invoiced amounts from Client's Payment Account upon creation of the applicable invoice. Client shall pay all invoices to TCH in U.S. dollars. An active payment method must be on file to start and continue access to TCH Services.

(b) If any invoice or portion of an invoice is not paid in full within thirty (30) days after the date of the invoice, TCH shall have the right to charge interest, which shall accrue at the lower of: (i) one and one-half percent (1.5%) per month, or (ii) the highest rate allowed under any Law. In addition, Client shall reimburse TCH for reasonable out of pocket costs actually incurred in connection with the collection of overdue amounts, including reasonable attorneys' fees. If Client is more than thirty (30) days delinquent in paying an invoice to TCH, TCH may suspend Client's access to TCH Services until such time as all invoices which are more than thirty (30) days delinquent have been paid.

4.3 Taxes. Take Command reserves the right to charge sales tax in compliance with applicable laws. If Client is exempt from paying those Taxes, Client may provide TCH with an original certificate that satisfies applicable legal requirements attesting to its tax-exempt status, in which case TCH will not charge the Taxes covered by the certificate. Client must provide accurate information regarding its tax affairs as TCH reasonably requests.

## **ARTICLE V**

### **ACCOUNT REQUIREMENTS**

5.1 Minimum Account Balance. In order to ensure access to care for employees and avoid insufficient funds, Clients that use Payment Services shall be required to maintain a minimum balance in their Disbursement Account. At all times, Client shall maintain funds in the Disbursement Account equal to the Minimum Reserve Balance. In the event the actual balance in the Disbursement Account is less than the Minimum Reserve Balance, TCH has the right to pull funding from the Payment Account, or require Client to deposit, into the Disbursement Account an amount equal to the difference between the Minimum Reserve Balance and the actual balance in the Disbursement Account. For purposes of this Agreement, "Minimum Reserve Balance" means an amount calculated from time to time by TCH, in its sole discretion, based on number of Client employees, regionality, and the average premium amount, as such amount is communicated by TCH to Client.

5.2 Security Interest. To secure all Client's obligations under this Agreement, Client hereby grants TCH a security interest in the Disbursement Account and the funds therein or proceeds thereof and agrees to take such steps as TCH may reasonably require perfecting or protect such priority security interest. Client represents, as of the date of the Agreement, that the Disbursement Account is not subject to any claim, lien, security interest or encumbrance (other than the interest of TCH). Client shall not allow any other person to have any claim, lien, security interest, or encumbrance on the Disbursement Account. TCH shall have all of the rights and remedies of a secured party under applicable Law with respect to the Disbursement Account and the funds therein or proceeds thereof and shall be entitled to exercise those rights and remedies in its discretion.

5.3 Interest. Funds in the Disbursement Account shall not bear interest.

## **ARTICLE VI**

### **TERM AND TERMINATION**

6.1 Term of Agreement. This Agreement shall become effective on the Effective Date and shall remain in force through the end of the calendar year from when the agreement is acknowledged (the "Initial Term"). Upon the end of the Initial Term, this Agreement shall automatically renew on January 1, for successive one-year periods (each, a "Renewal Term") until termination of this Agreement by either Party, either by written notice delivered to the other Party or through other means of cancellation made available to Client by TCH. Together, the Initial Term and each Renewal Term shall be referred to herein as a "Term."

6.2 Non-Renewal. Either Party may terminate this Agreement by providing notice of their intent not to renew at least ninety (90) days prior to the end of the current Term.

6.3 Effect of Termination. If this Agreement is terminated for any reason:

(a) Each Party agrees and acknowledges that the obligations of such Party to provide the Services, or to cause the Services to be provided, hereunder shall immediately cease.

(b) The obligations under Article IV to pay the applicable Fees for Services provided prior to the effective date of termination or expiration shall survive the expiration or termination of this Agreement for any reason.

## **ARTICLE VII** **MISCELLANEOUS**

7.1 Notices. All notices, demands and other communications required or permitted to be given to any Party under this Agreement shall be in writing and any such notice, demand or other communication shall be deemed to have been duly given when delivered by hand, courier or overnight delivery service or, if mailed, two Business Days after deposit in the mail, certified or registered mail, return receipt requested and with first-class postage prepaid, or in the case of facsimile notice, when sent and transmission is confirmed, and, regardless of method, addressed to the Party at its address, facsimile number or e-mail address (or at such other address, facsimile number or e-mail address as the Party shall furnish the other Party in accordance with this Section 6.1):

(a) If to TCH:

Take Command Insurance Agency, Inc.  
5477 Glen Lakes Dr.  
Suite 110  
Dallas, TX 75231  
notices@takecommandhealth.com

(b) If to Client, using the contact information set forth below Client's signature to this Agreement.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, other than any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.

## **ACKNOWLEDGMENT**

By acknowledging through your Take Command member portal that you have downloaded and reviewed your Health Reimbursement Arrangement documents provided by Take Command Insurance Agency, Inc., you agree to the terms of this Services Agreement, which is considered duly executed as of the Effective Date.



## ADDENDUM A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is made and entered into by and between TCH ("**Business Associate**") and Client on behalf of itself and as a plan sponsor of one or more group health plans (the Covered Entity) (collectively, "**Client**"). This BAA is effective as of the Effective Date of the Agreement (as defined below). Because Business Associate may be considered a business associate of Client under HIPAA (defined below) in its provision of plan administrative services, the terms of this BAA will govern the sharing and use of PHI (defined below) by the parties.

#### RECITALS

**WHEREAS**, Business Associate may be acting as a business associate to Client under the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996, as amended and implemented by regulations ("**HIPAA Regulations**") and other guidance, including the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") (collectively referred to as "**HIPAA**"), and Client and Business Associate are obliged to comply with certain requirements set forth in HIPAA;

**WHEREAS**, Business Associate and Client have entered into a Services Agreement ("**Agreement**") pursuant to which Business Associate provides certain plan administrative services described in the Agreement for the benefit of Client's employees and dependents;

**WHEREAS**, in the course of providing the Services, Business Associate may receive, host, create, use and/or transmit Protected Health Information ("**PHI**");

**WHEREAS**, this BAA sets forth the terms and conditions pursuant to which PHI will be handled between Business Associate and Client during the term of this BAA.

**NOW, THEREFORE**, in consideration of the mutual promises below, and the exchange of PHI contemplated by this BAA, Business Associate and Client agree as follows:

#### DEFINITIONS

The following terms will have the meanings set forth below. Capitalized terms used in this BAA not otherwise defined will have the meanings ascribed to them in the HIPAA Regulations.

**"Breach"** will have the meaning given under 45 C.F.R. § 164.402.

**"Designated Record Set"** will have the meaning given under 45 C.F.R. § 164.501.

**"Disclose"** and **"Disclosure"** mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than member of its Workforce, as set forth in 45 C.F.R. § 160.103.

**"Electronic PHI"** or **"e-PHI"** means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

**"Protected Health Information"** and **"PHI"** mean any information, whether oral or recorded in any form or medium, provided by Client to Business Associate, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) will have the meaning given to such term under 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

**"Required by Law"** will have the meaning given under 45 C.F.R. § 160.103.

**"Security Incident"** will have the meaning given under 45 C.F.R. § 164.304.

**"Services"** means the services for or functions on behalf of Client performed by Business Associate pursuant to the Agreement that constitute a Business Associate relationship, as set forth in 45 C.F.R. § 160.103.

**"Unsecured PHI"** will have the meaning given under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act

including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

"Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

"Workforce" will have the meaning given under 45 C.F.R. § 160.103.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1. Permitted Uses and Disclosures of Protected Health Information. Business Associate will not Use or Disclose PHI received, accessed, maintained, or created for or on behalf of Client except to perform the Services required by the Agreement, or as permitted by this BAA or Required by Law. Business Associate will not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations if so Used or Disclosed by Client. Without limiting the generality of the prior sentences, Business Associate is permitted to (i) Use PHI for the proper management and administration of Business Associate; (ii) Use and Disclose PHI to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains an agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) Use PHI for Data Aggregation purposes in connection with the Health Care Operations of Client; and (iv) Use PHI for purposes of de-identification of the PHI.

2.2. Adequate Safeguards of PHI. Business Associate will comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI, to reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Client.

2.3. Mitigation. Business Associate agrees to

mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

### 2.4. Reporting Security Incidents and Non-Permitted Uses or Disclosures.

Business Associate will notify Client of any Use or Disclosure by Business Associate or its Subcontractors that is not specifically permitted by this BAA without unreasonable delay but no later than thirty (30) calendar days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth in this BAA. Business Associate and Client acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Client acknowledges and agrees that no additional notification to Client of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. If Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate will provide a written report to Client without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Client will be in accordance with 45 C.F.R. § 164.410(c).

2.5. Delegated Responsibilities. To the extent that Business Associate carries out one or more of Client's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entities in the performance of such obligations.

2.6. Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Client's PHI available to the Secretary for purposes of determining Client's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act.

2.7. Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on

behalf of Client, Business Associate will make the PHI it maintains (or which is maintained by its Subcontractors) in such Designated Record Set available to Client for inspection and copying to enable Client to fulfill its obligations under 45 C.F.R. § 164.524 within thirty (30) business days of a request by Client. To the extent that Business Associate maintains a Designated Record Set on behalf of Client, Business Associate will amend the PHI it maintains (or which is maintained by its Subcontractors) in such Designated Record Sets to enable Client to fulfill its obligations under 45 C.F.R. § 164.524(c)(2) within thirty (30) business days of a request by Client.

2.8. Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Client, within thirty (30) calendar days of receipt of a request from Client or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors will make available to Client the information required to provide an accounting of disclosures to enable Client to fulfill its obligations under 45 C.F.R. § 164.528.

2.9. Use of Subcontractors. Business Associate will require each of its Subcontractors that creates, receives, maintains, or transmits PHI on behalf of Business Associate, to execute a written agreement that includes substantially the same restrictions and conditions that apply to Business Associate under this BAA with respect to PHI.

2.10. Minimum Necessary. Business Associate (and its Subcontractors) will, to the extent practicable, limit its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) and any other applicable guidance.

## **TERM AND TERMINATION**

3.1. Term. Subject to the provisions of Section 3.2, the term of this BAA will be effective as of the Effective Date and will terminate as of the date that all of the PHI provided by Client to Business Associate, or created or received by Business Associate on behalf of Client is destroyed or returned to Client, or if it is infeasible to return or destroy the PHI, protections are extended to such

information.

3.2. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Agreement, upon Client's or Business Associate's knowledge of a material breach or violation of this BAA by the other Party, the non-breaching Party will either: (a) Notify the breaching Party of the breach in writing, and provide an opportunity for the breaching Party to cure the breach or end the violation within ninety (90) calendar days of such notification; provided that if the breaching Party fails to cure the breach or end the violation within such time period non-breaching Party may immediately terminate this BAA and the Agreement upon written notice to the breaching Party; or (b) Upon thirty (30) calendar days written notice to breaching Party, immediately terminate this BAA and the Agreement if the non-breaching Party determines that such breach cannot be cured.

3.3. Disposition of Protected Health Information Upon Termination. Upon termination or expiration of this BAA, Business Associate will either return or destroy all PHI received from, or created or received by Business Associate on behalf of Client, that Business Associate still maintains in any form and retain no copies of such PHI. If return or destruction is not feasible, Business Associate will continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible.

## **MISCELLANEOUS**

4.1. Amendment to Comply with Law. This BAA will be deemed amended to incorporate any mandatory obligations of Client or Business Associate under HIPAA. Additionally, the Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Client or Business Associate to implement its obligations pursuant to HIPAA.

4.2. Relationship to Agreement Provisions. If a provision of this BAA is contrary to a provision of the Agreement, the provision of this BAA will control. Otherwise, this BAA will be construed under, and in accordance with, the terms of the Agreement, and will be considered an amendment of and supplement

to the Agreement.

4.3. Notices. Any notices or communications to be provided under this BAA shall be provided in accordance with Section 6.1 of the Agreement.

4.4. Relationship of Parties. Notwithstanding anything to the contrary in the Agreement, Business Associate is an independent contractor and not an agent of Client under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

4.5. Interpretation. This BAA will be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations, and the HITECH

Act. The parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies with such laws.

4.6. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything in this BAA confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

4.7. Choice of Law. This BAA will be governed by the laws of the State of Texas regardless of the choice of law rules of any jurisdiction.

**The Parties hereto have executed this BAA as of the Effective Date.**

## Purchase Card

### 212.1 PURPOSE AND SCOPE

Best Practice MODIFIED

This policy provides for the issuance and administration of the department's purchase cards.

### 212.2 POLICY

Best Practice MODIFIED

The Department will issue, administer, and maintain the department's purchase cards according to this policy.

#### 212.2.1 DEFINITIONS

Best Practice MODIFIED

**Point of Contact** - The individual designated by the Fire Chief as having responsibility for maintaining the purchase card accounts

**Purchase Card** - Credit card used to make purchases when payment by purchase order or voucher is not practical.

**Authorized User** - Those members identified below to whom a purchase card may be issued.

### 212.3 AUTHORIZED USERS / USER LIMITS

Agency Content

The following "authorized users" may be issued a purchase card at the following billing cycle limits:

- (a) Fire Chief / \$3,000.00.
- (b) Assistant Chief of Administration / \$500.00.
- (c) Assistant Chief of Operations / \$1,000.00.
- (d) Any full-time Company Officer / \$500.00.

### 212.4 AUTHORIZED USES

Agency Content

A purchase card may be used for any of the following purposes or in the following circumstances:

- (a) When payment by purchase order or voucher is not practical.
- (b) For recurring monthly payments, such as PGE, software subscriptions, etc.
- (c) As otherwise authorized by the [cityManager or Fire Chief.

### 212.5 RESPONSIBILITIES

Best Practice MODIFIED

#### 212.5.1 RESPONSIBILITY FOR ESTABLISHMENT OF PROTOCOLS

Best Practice MODIFIED

# West Plainfield Fire Department

## Policy Manual

### *Purchase Card*

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The Board of Fire Commissioners or the authorized designee is responsible for establishing and maintaining protocols for the use of department purchase cards. The protocols should include but are not limited to:

- (a) Authorization limits per user.
- (b) A requirement that each card holder provide a copy of the receipt of payment to each of the Fire Chief and Board Clerk, at a minimum, immediately upon receipt of such proof of payment (or as soon as practical thereafter).
- (c) Established disciplinary guidelines for situations where a user has violated this policy or the Purchase Card Procedure, including referral to law enforcement when the facts indicate that a crime may have occurred.

#### 212.5.2 RESPONSIBILITIES OF THE POINT OF CONTACT

**Best Practice** **MODIFIED**

The point of contact's responsibilities should include but are not limited to the following:

- (a) Maintaining the purchase card accounts according to this policy and the Purchase Card Procedure.
- (b) Requesting credit limit increases or decreases as appropriate.
- (c) Issuing new purchase cards and closing cards no longer in use.
- (d) Reviewing purchase card use monthly.

# Incident Management

## 300.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to establish operational guidelines for members of the Department to use in the management and mitigation of all-hazards emergency incidents.

### 300.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**All-hazards** - An incident, natural or manmade, that warrants action to protect life, property, the environment, and public health or safety, and to minimize disruptions of government, social or economic activities.

## 300.2 POLICY

### Best Practice

It is the policy of the West Plainfield Fire Department to utilize the Incident Command System (ICS) or other National Incident Management System (NIMS)-compliant incident management system for managing all emergency incidents. All incident-related activities should be managed in accordance with established ICS/NIMS methods and procedures.

## 300.3 PROCEDURES

### Best Practice MODIFIED

The Assistant Chief of Operations should ensure the Department adopts written ICS/NIMS procedures that are compatible with neighboring jurisdictions. These procedures should be available to members.

Emergency incidents shall be managed utilizing trained and qualified personnel for the specific tactical, supervisory or command level assignments.

The IC should assess the potential for the incident to involve or negatively impact any persons or property in neighboring jurisdictions. If the IC determines that the potential exists, he/she shall immediately direct Fire Dispatch to notify the appropriate jurisdiction of the incident. If the incident involves or threatens to involve any SRA or FRA, the IC shall immediately notify the California Department of Forestry and Fire Protection (CAL FIRE) or the United States Forest Service (USFS) and Fire Dispatch of the incident. The IC shall also send notification through the chain of command to the on-duty Company Officer, the Assistant Chief of Operations and the Fire Chief.

# Fire Ground Accountability

## 302.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to increase firefighter safety by establishing accountability systems for keeping track of all personnel operating at the scene of an emergency incident.

### 302.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Personnel Accountability Report (PAR)** - A roll call of all operations members assigned to an incident at specified times; a PAR is designed to account for each member's location and activity and to verify their safety.

## 302.2 POLICY

### Best Practice

It is the policy of this department that supervisors periodically account for members working under their direction at emergency incidents and that all members participate in accountability systems.

## 302.3 RESPONSIBILITIES

### Best Practice

A personnel accountability system should be used primarily to track personnel, not resources. However, on small incidents one individual may be responsible for tracking both personnel and resources.

A written personnel accountability system, such as the Incident Command System (ICS) Form I-201 for Incident Commanders, and a status board should be maintained. Individual crew names must be posted in a conspicuous location in the cab of department vehicles.

Supervisors are responsible for tracking all personnel on emergency incidents. Personnel should be accounted for from the time of dispatch to the time of demobilization.

Supervisors should implement sufficient tracking methods for personnel at the individual, company, division, group and unit levels to account for personnel during all phases and at all locations of an incident, including travel between locations and assignments.

The Incident Commander should designate an accountability officer to monitor who is in charge of each area; what crews are assigned to each area; where each area is located; and the area assignment.

Area supervisors should be assigned to keep track of all crews assigned to their area. Company officers should know the location and assignment of each firefighter in their crew.



# West Plainfield Fire Department

## Policy Manual

### *Fire Ground Accountability*

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All members are responsible for participating in the accountability system, including checking in at approved locations, including members who arrive on-scene individually or in privately-owned vehicles.

#### **302.4 REPORTING**

##### **Best Practice**

Ongoing, routine tactical accountability should be accomplished through periodic reporting or visual observation. This can be accomplished through concise reports that include conditions, actions and needs, also called a CAN report. Members should also make the following reports:

- Emergency situations
- Inability to meet objective with revised timeline and/or resource requests
- Notification of completed actions

##### **302.4.1 PERSONNEL ACCOUNTABILITY REPORTS (PAR)**

##### **Best Practice**

A PAR should be conducted within the first 10 minutes of an incident and every 20 minutes thereafter for personnel at the scene. In addition, PARs should be conducted after any change in conditions that may alter or affect firefighter safety, such as an increase in fire conditions or after ordering an emergency evacuation of an area.

A PAR should be conducted for each division, group and organizational element where operations personnel are working. If any person involved in the operation is unaccounted for, emergency procedures should be initiated.

The Incident Commander may discontinue regular PARs when incident stabilization is achieved and hazards are sufficiently reduced.

## Rapid Intervention/Two-In Two-Out

### 303.1 PURPOSE AND SCOPE

**Federal**

The purpose of this policy is to increase firefighter safety by implementing procedures for safeguarding and rescuing firefighters while operating in environments that are immediately dangerous to life and health (IDLH).

This policy applies to all members assigned to an incident and is designed to ensure immediate assistance for members who become lost, trapped or injured by adhering to the two-in/two-out standard and designating rapid intervention groups (RIG) (29 CFR 1910.134(g)(4)).

#### 303.1.1 DEFINITIONS

**Federal**

Definitions related to this policy include:

**Immediately dangerous to life and health (IDLH)** - An atmospheric concentration of any toxic, corrosive or asphyxiant substance that to an unprotected person poses an immediate threat to life, would cause irreversible adverse health effects or would impair an individual's ability to escape from a hazardous area. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types.

**Initial rapid intervention group (IRIG)** - A group of at least two members located outside the IDLH atmosphere to initially monitor and provide emergency rescue for responders until a larger, more formalized rapid intervention group (RIG) is created. One of the two members may be assigned to an additional role, as long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter at the incident. An IRIG is also known as two-in/two-out.

**Rapid intervention group (RIG)** - A formalized designated group of individuals or companies whose sole function is to prepare, monitor and provide for effective emergency rescue of responders in IDLH atmospheres.

### 303.2 POLICY

**Federal**

It is the policy of the West Plainfield Fire Department to ensure that adequate personnel are on scene before interior operations begin in any IDLH environment. However, nothing in this policy is meant to preclude firefighters from performing emergency rescue activities before an entire team has assembled.

### 303.3 PRE-DEPLOYMENT

**Federal**

# West Plainfield Fire Department

## Policy Manual

### *Rapid Intervention/Two-In Two-Out*

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Prior to initiating any fire attack in any IDLH environment with no confirmed rescue in progress, members should ensure that there are sufficient resources on-scene to establish two-in/two-out procedures (29 CFR 1910.134(g)(4)).

- (a) Members should ensure that at least two firefighters using self-contained breathing apparatus (SCBA) enter the IDLH environment and remain in voice or visual contact with one another at all times.
- (b) At least two additional firefighters should be located outside the IDLH environment.
  - 1. One of the two outside firefighters may be assigned to an additional role so long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

### **303.4 INITIAL DEPLOYMENT**

#### **Best Practice**

A written personnel accountability system will be maintained whenever companies are operating at IDLH incidents. Individual crew names will be posted in a conspicuous location in the cab of department vehicles.

During the initial phase of an incident, confirmed rescues should take priority. When a confirmed rescue is in progress during the initial phase of an incident, emergency rescue activities may be performed before a designated IRIG has assembled.

All members operating in IDLH environments should be tracked and accounted for at all times, except when it would preclude firefighters from performing emergency rescue activities during the initial phase of the incident.

### **303.5 RIG DUTIES**

#### **Best Practice**

The RIG should be assembled from resources at the scene, whose sole function is to prepare for, monitor and provide effective emergency rescue for responders.

- (a) To the extent possible, visual, voice and signal line communication should be maintained between those working in the IDLH environment and the RIG outside the IDLH environment.
- (b) RIG members should not be involved in any other duties that divert attention or resources away from their primary mission of responder rescue.
  - 1. Acceptable duties may include identifying and preparing access and emergency rescue egress points from affected areas, the pre-positioning of exterior ladders, forcible entry and other rescue equipment as needed at strategic locations.
- (c) Additional companies may be assigned to the RIG as conditions warrant. For large incidents with multiple points of entry, multiple RIGs should be considered.

## *Rapid Intervention/Two-In Two-Out*

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### **303.6 EMERGENCY DEPLOYMENT OF A RIG**

**Best Practice** **MODIFIED**

When a firefighter-down or firefighter-missing broadcast is transmitted, all non-emergency radio traffic should be cleared from the radio channels that the missing or trapped firefighter is using. Non-affected personnel should switch to other tactical frequencies. At least two individuals should be dedicated solely to monitoring the tactical channel. One person should be responsible for gathering information on the identity, location and condition of trapped or missing firefighter, while the second person should communicate and offer support on the tactical channel.

For an emergency deployment of a RIG, a Rescue Branch Director position should be activated to coordinate the rescue as well as any fire activities in support of the rescue effort. Other divisions and groups may support the Rescue Branch Director's efforts by diverting fire spread through horizontal or vertical ventilation to draw fire away from the affected rescue areas and by placing hose streams to check fire spread and protect rescue efforts.

The RIG supervisor should notify the Rescue Branch Director before making entry for emergency rescue. The Rescue Branch Director should provide any assistance that is appropriate to the situation. Additional resources should be ordered as needed, including additional RIGs, medical treatment and transportation groups or other organizational elements.

# Safely Surrendered Baby Law

## 316.1 PURPOSE AND SCOPE

State **MODIFIED**

This policy establishes the guidelines ~~to comply~~ with respect to the Safely Surrendered Baby (SSB) Law (Health and Safety Code § 1255.7).

This policy addresses infants who are less than 72 hours old and are surrendered under the terms of the SSB Law pursuant to Penal Code § 271.5 and Health and Safety Code § 1255.7. This policy does not address illegal desertion or abandonment of an infant as defined in Penal Code § 271. For an abandoned infant, see the Abandoned Infants Policy.

### 316.1.1 DEFINITION

State **MODIFIED**

Definitions related to this policy include:

~~**Coded identification bracelets** -- Two small coded bracelets to be placed on the ankles of the surrendered infant and one large coded bracelet provided to the person surrendering the infant.~~

~~**Medical questionnaire** -- The SSB Law requires that a medical questionnaire be offered to the person surrendering the infant for the purpose of collecting medical information critical to the health and survival of the infant.~~

**Safe-surrender site** - Any department facility designated by the local governing body (Health and Safety Code § 1255.7).

## 316.2 POLICY AND PROCEDURE

State **MODIFIED**

It is the policy of the West Plainfield Fire Department to not be identified as a safe-surrender site as outlined in the Safely Surrendered Baby (SSB) Law (Health and Safety Code § 1255.7). ~~nts by allowing parents or persons with lawful custody to safely and confidentially surrender infants at any fire station that has been designated as a safe-surrender site (Health and Safety Code § 1255.7).~~

# Abandoned Infants

## 317.1 PURPOSE AND SCOPE

### Best Practice

This policy provides guidance to West Plainfield Fire Department personnel who encounter abandoned infants or children. This policy does not apply to infants who are surrendered within 72 hours of birth under the Safely Surrendered Baby Law (Health and Safety Code § 1255.7), as provided in the Safely Surrendered Baby Policy.

### 317.1.1 DEFINITIONS

#### State

Definitions related to this policy include:

**Abandoned child** - Any child, who is not in the care of a parent or guardian, an adult family member, a responsible sibling, a responsible caregiver, a law enforcement officer, a social services representative or another person who is providing a safe environment for the child, except those surrendered within the guidelines of the Safely Surrendered Baby Policy (Health and Safety Code § 1255.7).

## 317.2 POLICY

### Best Practice

It is the policy of the West Plainfield Fire Department to make the safety, health and well-being of an abandoned child a primary consideration. Notification to the appropriate law enforcement agency regarding the child should be the secondary consideration.

## 317.3 MEDICAL PROCEDURE

### Best Practice

Abandoned children who have apparent medical needs or are unable to provide information regarding their health history or acute medical conditions, nutrition and allergy history or other significant health information should be treated as medical patients, receive the appropriate pre-hospital medical evaluation and be delivered to an appropriate medical facility for further evaluation.

## 317.4 MANDATED REPORTER REQUIREMENTS

### State

Non-volunteer firefighters, paramedics, EMT 1 and II and other department members certified under Health and Safety Code Division 2.5 § 1797 et seq. are designated as mandated reporters (Penal Code § 11165.7). Mandated reporters shall notify a police or sheriff's department or a child welfare agency as soon as practicable and shall send a written report concerning the abandoned child to that same agency within 36 hours (Penal Code § 11166(a)).

If a mandated reporter of this department relinquishes control of an abandoned child to a law enforcement officer and, by mutual agreement, the officer assumes responsibility for

# West Plainfield Fire Department

## Policy Manual

### *Abandoned Infants*

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complying with the mandated reporter requirements, the department mandated reporter may forego submitting a written report (Penal Code § 11166(h)).

#### **317.5 RELINQUISHING CONTROL**

##### **Best Practice**

Department members may relinquish control of an abandoned child at any time to a law enforcement officer or to a representative of a child welfare agency having jurisdiction over abandoned children. Members may also relinquish control of an abandoned child to a physician, nurse or social services representative at a receiving medical facility or to a representative from a licensed children's shelter or other facility approved by the child welfare agency having jurisdiction over abandoned children.

Members should not release an abandoned child to a parent, family member, guardian or other person without first notifying a law enforcement officer and a representative of a child welfare agency having jurisdiction over abandoned, abused or neglected children.

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# Records Management

## 800.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

This policy provides guidelines for the management of all [West Plainfield Fire Protection District and West Plainfield Fire Department](#) documents, including those in [the fire stations](#), [in storage and held electronically](#), to ensure that [all](#) records are maintained and available as needed. This policy also provides guidance on the retention, disposition, and security of records.

[Records Retention Schedule \(v081523\)](#)

## 800.2 POLICY

Best Practice **MODIFIED**

It is the policy of the [District and department](#) to promote the efficient and cost-effective conduct of business by reducing the number of records in active file areas, eliminating unnecessary retention of duplicate or obsolete documents, and providing for timely transfer of inactive files in compliance with legal requirements.

## 800.3 CUSTODIAN OF RECORDS

State **MODIFIED**

The [Board of Fire Commissioners](#) shall appoint a Custodian of Records, who will oversee the records management program, including the records retention schedule. [In the absence of a designated Custodian of Records the Board Clerk shall fill this position.](#) The Custodian of Records or the authorized designee should:

- (a) Remain familiar with the California Secretary of State Local Government Records Management Guidelines [and 2 CFR § 200.334 \(or any successor statute\) regarding records pertinent to a federal award.](#)
- (b) Identify what records the [District and department](#) [have](#), where the records are kept, the volume, and how the records are used.
- (c) Maintain and update the ['s](#)-records retention schedule, including:
  1. Preparing any amendments to the schedule and obtaining the necessary approvals for the amendments.
  2. Coordinating with the [Board Clerk and Fire Chief](#) ~~district clerk~~ to ensure [all](#) records are properly classified and that the retention periods are appropriate for each document.
  3. Maintaining a current version of the ['s](#)-records retention schedule and making it available to members for reference.
- (d) Coordinate the placement of inactive records in storage, including:
  1. Maintaining a storage inventory.



# West Plainfield Fire Department

## Policy Manual

### Records Management

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2. Providing an annual reminder to [appropriate individuals](#) ~~s and section managers~~ to review files to determine if any records should be transferred to storage.
- (e) Manage the destruction of [\\_](#) records, including:
1. Annually reviewing the records retention schedule and storage inventory list to determine which records are eligible for destruction.
  2. Providing a list to [the Fire Chief s](#) and ~~section- managers~~ [Board Clerk](#) of records eligible to be destroyed.
  3. Obtaining any required approvals for the destruction of eligible records.
  4. Maintaining a list of records that have been destroyed.
- (f) Ensure confidential and other sensitive records are stored or maintained to protect the sensitive nature of the records.
- (g) Process subpoenas and requests for records as provided in the subpoenas, the Release of Records and Public Records Act, and the Patient Medical Record Security and Privacy policies.
- (h) Manage a document imaging or other process for bulky or rarely accessed records with long retention periods.
- (i) Establish rules regarding the inspection and copying of records as reasonably necessary for the protection of such records (Government Code § 7922.525; Government Code § 7922.530) This includes:
1. Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
  2. Maintaining a schedule of fees for public records as allowed by law.
- (j) Determine how the [District](#) website may be used to post public records in accordance with Government Code § 7922.545.
- (k) Ensure that public records posted on the [District](#) website meet the requirements of Government Code § 7922.680, including but not limited to posting in an open format where a record may be retrieved, downloaded, indexed, and searched by a commonly used internet search application.
- (l) Ensure that a list and description, when applicable, of enterprise systems (as defined by Government Code § 7922.700) is publicly available upon request and posted in a prominent location on the [District](#) website (Government Code § 7922.710; Government Code § 7922.720).

#### 800.4 MEMBERS' RESPONSIBILITY

**Best Practice** **MODIFIED**

All members are expected to handle records in a responsible manner and as provided in this policy.

Members are responsible to ensure that records in their control are maintained as provided in the records retention schedule.

# West Plainfield Fire Department

## Policy Manual

### *Records Management*

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#### **800.5 TRAINING**

Best Practice **MODIFIED**

The Custodian of Records should coordinate with the Training Officer to provide training regarding the records management program to the appropriate [individuals](#) **members**.

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**Attachments**



**RECORDS RETENTION SCHEDULE (Policy 800) (v081523)**

DESCRIPTION OF RECORDS	RETENTION PERIOD
Payroll Transaction *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Payroll Warrant Register *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Shift Differential *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Health Benefit Plan *	Retain as "current" until suspended or canceled, then retain for six years
Health Benefit Plan Enrollment *	Retain as "current" until suspended or canceled, then retain for six years
Notification of Change and/or Certification of Contribution Rate *	Retain as "current" until employee separation; then retain for five years if separated for other than (i) disability retirement (ii) disciplinary action (iii) at fault resignation, or (iv) AWOL; otherwise keep until the employee reaches age seventy
Certification of Correction – Member Contribution and Collections Due *	Retain as "current" until employee separation; then retain for five years if separated for other than (i) disability retirement (ii) disciplinary action (iii) at fault resignation, or (iv) AWOL; otherwise keep until the employee reaches age seventy
Report of Occupational Injury or Illness +	Retain as "active" until settlement of the claim or closing of the case; then retain for two years
Designation of Persons Authorized to Receive Warrants	Retain as "current" until suspended or canceled
Accident Report (Other than Motor Vehicle) +	Retain as "active" until settlement of the claim or closing of the case; then retain for two years
Report of Absences Without Pay *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Health Questionnaire / Medical Report +	Retain as "active" until employee separation; then retain five years after separation
Medical Examination Report and Supplemental Information Dealing with Exposure to Toxic Substances or Harmful Physical Agents +	Retain as "active" until employee separation; then retain for thirty years after separation
Employee Record (including, but not limited to, official personnel file, transfer data and position justification)*	Retain as "current" until employee separation; then retain for five years if separated for other than (i) disability retirement (ii) disciplinary action (iii) at fault resignation, or (iv) AWOL; otherwise keep until the employee reaches age seventy
Absence and Additional Time Worked *	Four years
Report of Performance for Probationary Employee *	Retain first, second and final report for five years; exception: if there is evidence of possible adverse (punitive) action, retain all three reports for an additional four years
Performance Appraisal/Individual Development Plan *	Retain as "current" until superseded; then five years from date superseded; exception: if there is evidence of possible adverse (punitive) action, retain all three reports for an additional four years
Salary Garnishment *	Retain as "active" until garnishment satisfied; then retain four years from end of pay period involved or until audited, whichever occurs first

Records Retention Schedule (Policy 800)

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DESCRIPTION OF RECORDS	RETENTION PERIOD
Employee's Job Description *	Retain as "current" until superseded; then retain for an additional five years
Report of Extra Hours to be Paid and Authorization for Extra Hours *	Five years from pay period involved
Payroll Adjustment Notice *	Five years from pay period involved
Employee Application *	Hired = five years following date of appointment; five years after completion of interview process
Personnel Action Request *	Five years
Authorization for Compensating Time Off *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Separation / Disposition of Health Benefit Contributions *	Five years from date of separation; exception: if there is evidence of possible adverse (punitive) action, retain for an additional four years
Military Service Declaration	Retain as "current" until separation; then five years from date of separation; exception: if there is evidence of possible adverse (punitive) action, retain for an additional four years
Correspondence – Employee – Job-Related (including, but not limited to, layoff or leave notices) *	No longer than five years from date of issue
Correspondence – Employee – Workers Compensation * +	Retain as "current" until settlement of the claim or closure of the case; then retain for four years
Emergency Form Indicating Whom to Notify in Case of Emergency *	Retain as "current" until superseded or canceled
Employee Designation of Physician in Case of On-the-Job Injuries	Retain as "current" until superseded or canceled
Grievances (Merit) * +	Retain as "active" until the issue is resolved; then retain for five years from date of resolution
Affirmative Action and Equal Employment Opportunity (EEO) Records (including, but not limited to, policies and procedures, EEO duty statement, and complaint and response)	Five years from the date of creation of the record
Education and training notices and records *	Five years
Policy and Procedure Acknowledgment *	Five years
IRS Form I-9	At least three years from date of hire, or one year after termination, whichever is longer
All Financial Reports Run (including, but not limited to, trial balance, appropriations, expenditures, accounts receivable, etc.)	Four years from end of fiscal year; plus two more years or until audited, whichever occurs first
General Ledger / General Journal	Five years after last entry; plus two more years or until audited, whichever occurs first
Record of Deposits	Four years after deposit or upon expiration of statute of limitations, whichever is later
Payroll Expenditures *	Four years from end of pay period involved; plus two more years or until audited, whichever occurs first
Travel Expense Claims	Four years from end of fiscal year in which claim is filed

Records Retention Schedule (Policy 800)

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DESCRIPTION OF RECORDS	RETENTION PERIOD
Procurement Documents – Capital Acquisitions or Improvements – Including Procurement Under Federal Grants (including, but not limited to, bids, quotes, project management records, purchase orders, receipts and other financial records, RFPs, etc.)	Seven years from end of fiscal year in which encumbrance is liquidated or destroyed; exceptions as outlined in 2 CFR § 200.334(a) – (f)
Supply Order Documents	Four years from end of fiscal year in which supplies purchased
Return of Procured or Purchased Supplies	Four years from end of fiscal year in which item returned
Acquisition, Disposition, or Improvements - Land, Buildings and Improvements Other than Buildings (including, but not limited to, purchase orders, claim schedules, invoices, contracts, deeds, checks, and statements)	Retain as “active” for the life of the building or improvement, then retain four years
Acquisition and Disposition of Equipment (including, but not limited to bids, quotes, project management records, purchase orders, RFPs, etc.)	Retain as “active” for the life of the equipment, then retain four years
Building and Equipment Inventory Records	Four years after superseded by new Inventory
Request for Travel Reimbursement	Four years from end of fiscal year in which expense is incurred
Report of Motor Vehicle Accident +	Four years from end of fiscal year in which accident occurred
Automotive Maintenance and Repair Records	Retain as “active” until the motor vehicle is disposed of; then retain for two years after date of last entry
Budget Documents Not Otherwise Addressed Elshere	Two years after end of fiscal year; plus two more years or until audited, whichever occurs first
Cal-Card Documentation (including, but not limited to, statements of account, itemized receipts, etc.)	Retain as “active” until card closed; then hold for five years
Governance Records (including, but not limited to, charter/bylaws board minutes, IRS documents re tax status)	Permanently retained
Audit Records	Permanently retained
Lease Documents	Life of lease, then an additional four years

\* If the District or Department has received notice that a verified DFEH complaint has been filed against it, then ALL these records must be preserved until the period for filing the civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have terminated.

+ DO NOT file in employee’s official personnel folder.

GENERAL NOTE: all medically protected information shall be kept confidential with restricted access.

# Recruitment and Selection of Fire Suppression Personnel

## 1000.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to establish the recruiting, selection, training, and retention processes utilized by the West Plainfield Fire Department [when hiring fire suppression personnel](#). This policy supplements any rules that govern employment practices for the West Plainfield Fire Department.

## 1000.2 POLICY

Best Practice MODIFIED

In accordance with applicable federal, state, and local law, the West Plainfield Fire Department provides equal opportunities for applicants and department members regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, member, or group of members unless otherwise required by law.

[Fire Suppression Personnel are hired by the Fire Chief with input from the review board \(see Section 1000.4 below\).](#)

## 1000.3 RECRUITMENT

Best Practice MODIFIED

The [West Plainfield Fire Department](#) - should employ a comprehensive recruitment and selection strategy to recruit and select members from a qualified and diverse pool of candidates.

The strategy should include:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities, and the military.
- (e) Member referral and recruitment incentive programs.
- (f) Consideration of shared or collaborative regional testing processes.

The [department](#) shall avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

# West Plainfield Fire Department

## Policy Manual

### *Recruitment and Selection of Fire Suppression Personnel*

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The [department](#) should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

#### **1000.4 SELECTION PROCESS**

State **MODIFIED**

The [department](#) shall actively strive to identify a diverse group of candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the [department](#) should employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- A comprehensive application for employment (including previous employment, references, current and prior addresses, education, and military record)
- Driving record
- Reference checks
- Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents consistent with Labor Code § 1019.1 (documentation may be requested upon hire)
- Information obtained from public internet sites
- Financial history consistent with the Fair Credit Reporting Act (FCRA) and Investigative Consumer Reporting Agencies Act (ICRAA) (15 USC § 1681 et seq.; Civil Code § 1786.12)
- Local, state, and federal criminal history record checks following a conditional offer of employment unless otherwise required by law
- ~~Polygraph or voice stress analyzer examination (when legally permissible) (Labor Code § 432.2)~~
- Medical ~~and psychological~~ examination, [including drug screen and lung function test](#) (may only be given after a conditional offer of employment)
- Review board ~~or selection committee~~ assessment [and ranking; this board shall be comprised of fire service professionals actively serving in the fire service](#)

##### 1000.4.1 VETERAN PREFERENCE

State **MODIFIED**

Qualifying veterans of the United States Armed Forces who ~~receive~~ [qualify for ranking a passing score on an entrance examination](#) shall be ranked in the top rank of any resulting eligibility list. The veteran's preference shall also apply to a widow or widower of a veteran or a spouse of a 100 percent disabled veteran (Government Code § 18973.1).

#### **1000.5 EMPLOYMENT STANDARDS**

Best Practice **MODIFIED**



# West Plainfield Fire Department

## Policy Manual

### *Recruitment and Selection of Fire Suppression Personnel*

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All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the [department](#) and the community.

Validated, job-related, and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner (see the Position Descriptions Policy). Each standard should include performance indicators for candidate evaluation. The [department](#) should maintain validated standards for all positions.

#### 1000.5.1 STANDARDS FOR FIRE SUPPRESSION PERSONNEL

Best Practice **MODIFIED**

Generally, the standards **may** include the following requirements. The candidate should:

- (a) Be at least 18 years of age by the closing date of the recruitment period.
- (b) Be in possession of a high school diploma or a General Equivalency Diploma (GED).
- (c) Have good vision in both eyes, with the ability to distinguish Occupational Safety and Health Administration (OSHA) color codes for hazardous materials (e.g., blue, red, yellow, white), and have no depth or peripheral vision impairment.
- (d) ~~Meet the objectives and minimum standards established in the International Association of Fire Chiefs ( IAFC )/International Association of Fire Fighters ( IAFF ) Fire Service Joint Labor Management Wellness-Fitness Initiative or similar validated health screening process.~~
- (e) ~~Meet the minimum standards established by the National Fire Protection Association ( NFPA ).~~
- (f) Be in possession of, or have the ability to obtain, a valid state driver license in the class required for the position sought.
- (g) [Have and maintain automobile insurance as required by California law](#)
- (h) Be a U.S. citizen or have proof of a legal right to work in the U.S.

[In addition, the following are physical demands and working conditions representative of those that must be met to successfully perform essential fire suppression job functions:](#)

[Environment: Reactive emergency, natural or man-made disaster, and routine fire prevention environments with travel from site to site; the employee regularly works near moving mechanical parts and in areas of limited and restricted entry and exit; regularly exposed to outside weather conditions and wet and/or humid conditions; occasionally works in high, precarious places; exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration; risk of electrical shock, radiation, drowning, and asphyxiation; the noise level in the work environment is usually moderate; however, the noise level is occasionally very loud when responding to emergency calls and when working at a fire or other emergency incident.](#)

[Physical: Performs strenuous physical activities associated with fire and emergency situations. Primary functions require sufficient physical ability to work in a emergency response setting; walk,](#)

# West Plainfield Fire Department

## Policy Manual

### *Recruitment and Selection of Fire Suppression Personnel*

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[stand, sit, or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weights; frequently lift and/or move moderate to heavy weights; occasionally lift and/or more heavy weights; operate fire suppression and medical response equipment, apparatus, and tools; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations.](#)

**Vision:** [See within the normal range of vision with or without correction; specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.](#)

**Hearing:** [Hear in the normal audio range with or without correction.](#)

#### **1000.6 BACKGROUND INVESTIGATION**

**Best Practice**

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the West Plainfield Fire Department.

##### 1000.6.1 NOTICES

**Federal** **MODIFIED**

The [department](#) shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA and the ICRAA (15 USC § 1681d; Civil Code § 1786.16).

##### 1000.6.2 CRIMINAL BACKGROUND INFORMATION

**Best Practice** **MODIFIED**

Criminal background information, whether directly from criminal offender record information (CORI) or provided by a third party, may have restrictions on the access, use, security, and release of the information. The [department](#) shall establish procedures to ensure compliance with any applicable requirements and security limitations (Government Code § 12952).

##### 1000.6.3 REVIEW OF SOCIAL MEDIA SITES

**State** **MODIFIED**

Due to the potential for accessing unsubstantiated, private, or protected information, the [department](#) shall not require candidates to provide passwords, account information, or access to password-protected social media accounts (Labor Code § 980).

The [department](#) should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- The legal rights of candidates are protected.
- Material and information to be considered are verified, accurate, and validated.

# West Plainfield Fire Department

## Policy Manual

### *Recruitment and Selection of Fire Suppression Personnel*

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- The [department](#) fully complies with applicable privacy protections and local, state, and federal law.

Regardless of whether a third party is used, the [department](#) – should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

#### 1000.6.4 RECORDS RETENTION

##### Best Practice

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

#### 1000.6.5 DOCUMENTING AND REPORTING

##### Best Practice

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

#### 1000.7 DISQUALIFICATION GUIDELINES

##### Best Practice

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

#### 1000.8 TRAINING

##### State MODIFIED

# West Plainfield Fire Department

## Policy Manual

### *Recruitment and Selection of Fire Suppression Personnel*

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All entry-level [full-time](#) firefighter candidates should complete training in an accredited fire training program established by the Office of the State Fire Marshal (OSFM), including the California Fire Service Training and Education System (CFSTES) (Health and Safety Code § 13159 et seq.).

#### **1000.9 RETENTION**

**Best Practice** **MODIFIED**

The primary focus should be on hiring those who are the best fit for a particular position. In order to retain quality members, the Department should:

- Seek member input on retention strategies.
- Develop a workplace that respects, encourages, and enables a work/life balance.
- Facilitate training and career development opportunities.
- Develop and maintain quality supervisors.
- Provide regular and meaningful performance feedback.
- Promote an environment where members are able to speak freely.
- Treat members fairly, equitably, and consistently.
- Consider ways to reward excellent performance.
- Follow up on any feedback acquired during an exit interview process.

Retention incentives may include employment benefits, seniority benefits, and forms of recognition.

## Position Descriptions

### 1003.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a comprehensive description of overall duties and responsibilities of each rank or job classification within the Department.

### 1003.2 POLICY

Best Practice

It is the policy of the West Plainfield Fire Department to develop unique position descriptions for each assignment within an established rank or classification.

### 1003.3 PROCEDURE

Best Practice **MODIFIED**

The Administration will generally develop and maintain classification specifications (e.g., firefighter, ~~fire-captain~~ [Fire Captain](#), Company Officer). Within the classification specifications there may be multiple assignments. The descriptions will detail the unique duties and responsibilities of each assignment.

~~Position descriptions may be included in collective bargaining agreements.~~

Position descriptions should be considered living documents and should be reviewed and evaluated for modification. This should occur at least annually and any time duties or expectations of a specific position substantially change.

# West Plainfield Fire Department

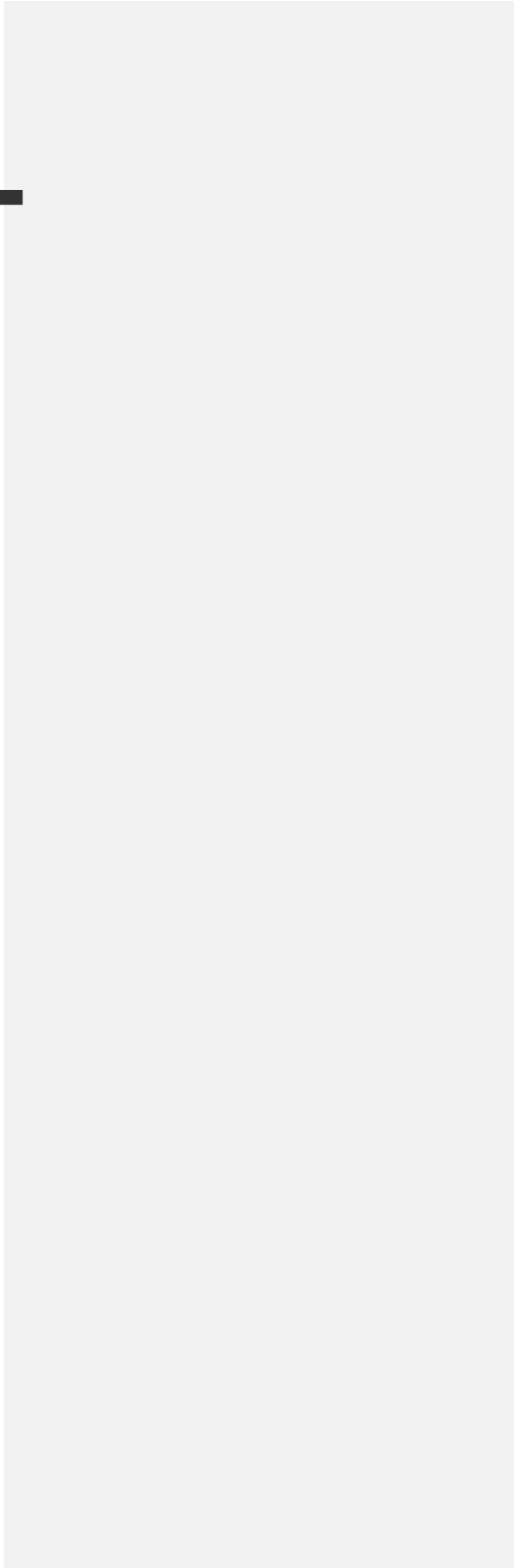


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## **POLICY 1003 – POSITION DESCRIPTIONS (08/15/23)**

### **POSITION DESCRIPTION / CLASSIFICATIONS – FIREFIGHTER**

#### **Summary Description**

A person assigned to a Firefighter classification is trained in fire suppression and emergency medical care and is engaged in the prevention, control, and extinguishment of fires and response to emergency situations where life, property or the environment is at risk. This position also responds to and renders aid in non-emergency situations as required.

Under the general supervision of an Officer, a person assigned to a Firefighter classification responds to fire alarms and other emergency and non-emergency calls to protect life and property; provides basic life support and medical assistance; and conducts fire prevention inspection and public education programs.

A person assigned to a Firefighter classification is encouraged to continue their education and to seek the Training Officer's assistance in developing a tailored education program. Some classes are eligible for reimbursement by the Department. In order to be eligible for reimbursement, the Firefighter must first receive prior approval for the class from the Training Officer.

Class specifications are intended to present a descriptive list of the range of duties performed by the employees or members in the class. The *Representative Duties* section below is not intended to reflect all duties performed within this position.

Unless otherwise noted below, this position is subject to a one-year probationary period.

#### **Qualifications**

A firefighter serving with the West Plainfield Fire Department shall have the minimum qualifications outlined in Policy 1000 (*Recruitment and Selection*), Section 1000.5.1 (*Standards for Fire Suppression Personnel*). Additional required educational requirements and/or qualifications vary by classification as identified below. See also Section 1000.4 (*Selection Process*).

#### **Representative Duties**

The following duties are typical for this position. A person assigned to a Firefighter classification may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address operational needs and changing operational practices.

- Respond to all fire alarms with designated equipment while on duty.
- Operate airway equipment, EMT-1 related equipment, radios, generators, smoke ejectors, etc.; administer first aid; lay and connect hose lines; hold nozzles and direct water streams; raise and climb ladders; enter burning buildings to remove persons from danger; use portable extinguishers, axes, bars, hooks, lines, power tools, and other equipment.



- Lay hose and supply lines; ventilate buildings to release heat and smoke; place salvage covers to prevent water damage; overhaul and clean up after a fire; check for fire extension and to prevent rekindling.
- Establish wildland fire lines by cutting, scraping, and shoveling.
- Return equipment to its proper place before leaving the emergency scene. On arrival at the fire station, clean service, and return apparatus and equipment to in-service status.
- Inspect commercial properties for fire prevention and pre-fire planning.
- Perform public education functions to civic organizations, schools, and other groups.
- Study and become familiar with response area, communities, roads, water systems, building occupancy and contents.
- Clean and maintain station quarters and grounds; perform first-line preventative maintenance on apparatus; clean, maintain and test emergency equipment.
- Participate in fire drills, training exercises and assigned classes.
- Prepare written reports, as required.
- Perform related duties or other duties as required or assigned.
- Regularly train and be able to demonstrate skills required for safe, effective fire suppression.

#### **Minimum Knowledge and Ability**

A person assigned to a Firefighter classification shall have:

##### **Knowledge Of**

- Modern firefighting methods.
- Fire prevention and safety principles and methods.
- Basic building construction and basic fire chemistry.
- Common office practices, including copying, typing, and basic PC computer operations.
- Geographical layout of the area, location of various fires suppression utilities, and types of building construction in the community.

##### **Ability To**

- Administer first-aid as required.
- Perform maintenance and minor mechanical repairs to fire equipment and other apparatus.
- Understand and follow oral and written instructions.
- Communicate effectively with the public and co-workers under adverse circumstances requiring presence of mind, sensitivity, interest and understanding.
- Adapt to changes in work assignments and duties.
- Perform physical tasks that require coordination, strength, dexterity and stamina.
- Understand the proper operation and use of department equipment.

- Use a variety of hand and power tools (axes, extrication tools, chainsaw, and most common hand tools).
- Use a computer for preparing reports, records and correspondence.
- Perform strenuous physical tasks such as carrying equipment up hills, pulling hoses, carrying injured persons, raising ladders and operating a hose line.
- Instruct and/or assist in the instruction and/or supervision of volunteer firefighter trainees or probationary volunteer firefighters, as assigned.
- Set up ladders, use hand and power tools to obtain entry to buildings, free trapped accident victims, shut off utilities, and provide ventilation.
- Participate in clean-up, salvage and overhaul operations,
- Clean, service and ensure operational readiness of fire hoses and equipment.
- Participate in various assignments including but not limited to fire prevention, inspection of commercial and residential property, training and skills improvement; maintenance of inventory records; scheduled inspections of department equipment and apparatus; and fire investigations.
- Assist with the maintenance of station and facilities.
- Conduct tours, fire demonstrations, first-aid demonstrations, and other public relations duties.
- Read road maps.
- Work at various heights and in non-regulated confined areas.
- Use two-way radio communications equipment and speak clearly.
- Remain calm and work effectively in stressful situations.
- Use initiative and independent judgment when necessary.
- Function as a team member.
- Use good judgment in emergency or critical situations.
- Climb ladders.
- Reference and utilize training materials (manuals, fire codes, journals, etc.).
- Keep accurate records.

### **Classification – Firefighter – Full Time**

#### **Definition**

This is an employee who is regularly scheduled to work one set on and two sets off (48/96 schedule). Use of vacation or sick leave, or shift trades, shall not be construed to be a change to this work schedule. This employee may be required to work out of class on a temporary basis and is subject to emergency call-back when off duty.

NOTE: during probation and after five (5) eight (8) hour days of training, the employee in this classification will rotate between shifts every four months. Therefore, incumbent employees in this classification will be subject to mandatory shift rotations during this time; but shall return to their original assigned shift at the end of such rotation periods unless the incumbent employee wants to permanently change shifts to that of the probationary employee.

### **Additional Education**

- Fire Academy course completion.  
**NOTE: within one year of hire, must obtain California State Fire Marshal Firefighter I or equivalent certification valid in California.**
- Emergency Medical Technician – Basic certification valid in California.
- Maintain current certifications and training as required by law for firefighters, including, but not limited to, EMT and CPR/AED, hazardous materials training and refreshers, SIDS awareness training and refreshers, and blood-borne and airborne pathogens training and refreshers.
- Regularly participate during Monday night drills or special drills when on duty; demonstrate the knowledge presented and the skills practiced at any Monday night or special drill that occurred while off duty.

### **Desired Qualifications**

- California State Fire Marshal Firefighter I or equivalent certification valid in California at hire.
- Experience working with volunteer fire personnel.
- Specialized training in fire science, fire apparatus operation, hydraulics, emergency medicine, mechanics, or a related field.
- Valid Class C (or higher) California Drivers' License with a Firefighter endorsement or valid California Commercial Drivers' License with proper endorsements for firefighting equipment.

### **Classification – Firefighter – On Call Driver/Operator**

#### **Definition**

This is an employee who is on-call to (i) cover sick leave or vacation leave and (ii) provide additional staffing for red flag days or during special events. There are no guaranteed hours. Requests for coverage could be preplanned or for immediate need. An individual assigned to this Firefighter classification must possess the discipline and maturity to work unsupervised for prolonged periods.

#### **Additional Education**

- California State Fire Marshal Firefighter I or equivalent certification valid in California.
- Emergency Medical Technician – Basic certification valid in California.
- Valid Class C (or higher) California Drivers' License with a Firefighter endorsement or valid California Commercial Drivers' License with proper endorsements for firefighting equipment.
- Driver/Operator 1A and 1B course completion certification.
- Minimum of three (3) continuous years in the fire service as a member of an organized fire department or fire agency.
- Maintain current certifications and training as required by law for firefighters, including, but not limited to, EMT and CPR/AED, hazardous materials training and refreshers, SIDS awareness training and refreshers, and blood-borne and airborne pathogens training and refreshers.

### **Desirable Qualifications**

- Company Officer 2D or equivalent experience.
- First Responder Operational (FRO) or above.
- Experience working with volunteer fire personnel.
- Specialized training in fire science, mechanics, or a related field.

### **Classification – Firefighter – Engineer**

#### **Definition**

The individual in this classification is fully qualified to operate any apparatus, vehicle and/or equipment carried on them, in addition to performing all normal emergency response duties, and shall be able to perform basic maintenance and troubleshooting of apparatus, vehicles, and equipment carried on them.

#### **Additional Duties**

- Drive fire apparatus to the scene of an emergency, position apparatus, and place apparatus in operation as directed.
- Lay hose, position water monitors, and monitor hydraulic conditions, direct engine hook-up and set up and adjust controls to ensure proper water flow,
- Operate various auxiliary equipment such as lights and power during night-time emergency response.
- Perform basic troubleshooting and perform minor repairs to apparatus and equipment as directed.

#### **Additional Knowledge and Ability**

- Ability to drive large apparatus in a safe manner, including responding to emergency scenes in a reasonable response time.
- Knowledge of hydraulics, fire streams, fixed water systems, and fixed fire protection systems.
- Knowledge of mechanical principles including basic apparatus maintenance, pump maintenance, pumping operations, and the equipment use and operations.
- Ability to utilize apparatus efficiently during pumping operations, maintain constant water supply, and solve operational problems as they occur.

#### **Education**

- Valid Class C (or higher) California Drivers' License with a Firefighter endorsement or valid California Commercial Drivers' License with proper endorsements for firefighting equipment.
- Driver/Operator 1A and 1B course completion certification.  
NOTE: The Fire Chief or Training Officer may waive certification for the Driver/Operator 1A course.
- Maintain current certifications and training as required by law for firefighters, including, but not limited to, EMR/CPR/AED, hazardous materials training and refreshers, SIDS

awareness training and refreshers, and blood-borne and airborne pathogens training and refreshers.

### **Classification – Firefighter – Volunteer – Trainee (Firefighter Trainee)**

#### **Definition**

This is an individual who has been accepted as a Volunteer Firefighter Trainee (Firefighter Trainee) by the Fire Chief and must meet the *Qualifications* of the Firefighter position (see above). It is anticipated that the Firefighter Trainee should be ready to change classification to Probationary Volunteer Firefighter (Probationary Firefighter) within three (3) months of acceptance as a Firefighter Trainee.

The Firefighter Trainee operates under the direct supervision of the Training Officer or the Training Officer's designee. The Firefighter Trainee will be issued personal protective equipment suitable for training purposes and one Department t-shirt; the Trainee must provide their own dark blue, rip-free and clean denim jeans and NFPA approved steel-toes boots.

The person assigned to this classification receives no compensation or stipends and **does not independently respond to calls for service**. A Firefighter Trainee may, at the discretion of an Officer, be permitted to ride along and will:

- Respond to and from calls for service on Department apparatus.
- Be under the direct supervision of an Officer while responding to and from, and during the duration of, the call for service and may be assigned duties commensurate with the Firefighter Trainee's level of training.
- Be identified as a trainee.

#### **Additional Duties**

- Complete the required initial training.
- Attend all department training, regular and special.

#### **Education and Eligibility for Change in Classification**

Once an individual has been accepted as a Firefighter Trainee, that individual is expected to contact the Training Officer within two (2) weeks to begin training; the Firefighter Trainee training program is designed to be largely self-directed. The Firefighter Trainee is required to attend all regular Monday night training.

The Firefighter Trainee will be issued training materials and checklists. These documents will guide the Firefighter Trainee's training, the originals of which shall be kept in the Firefighter Trainee's training record.

Upon successful completion of the training requirements, the Firefighter Trainee will be eligible for a change in classification to Probationary Firefighter.

### **Classification – Firefighter – Volunteer – Probationary (Probationary Firefighter)**

#### **Definition**

This is an individual who has met all the requirements of the Firefighter – Volunteer – Trainee classification and is subject to the *Qualifications, Representative Duties, and Minimum Knowledge and Ability* requirements of the Firefighter position (see above).

This individual will be supplied with a complete set of personal protective equipment and:

- One pager and charger.
- One belt.
- One pair of dark blue uniform pants.
- One pair steel-toed station boots.
- One dark blue, short-sleeve Department T-shirt (more may be purchased).
- One dark blue long sleeve Department T-Shirt (more may be purchased).
- Personal Accountability System Tags.

**Limitations**

- May not respond on out-of-county strike teams.
- Must be approved by the Training Officer to respond to in-county mutual aid requests.
- Must operate under the supervision of the Training Officer, a Company Officer, or a Chief Officer.

**Education and Eligibility for Change in Classification**

- Attend all regularly scheduled Monday night training.
- At six (6) months after change in classification, must pass skills evaluation.

**Classification – Firefighter – Volunteer**

**Definition**

This is an individual who has met all the requirements of the Firefighter – Volunteer – Trainee classification and is subject to the *Qualifications, Representative Duties, and Minimum Knowledge and Ability* requirements of the Firefighter position (see above).

This individual will be issued a badge.

**Additional Education:**

- Driver/Operator 1A and 1B course completion certification.  
**NOTE:** These courses qualify for reimbursement if they cannot be taken when offered by the Department.

**Desired Qualifications**

- Valid Class C (or higher) California Drivers' License with a Firefighter endorsement or valid California Commercial Drivers' License with proper endorsements for firefighting equipment.
- California State Fire Marshal Firefighter I or equivalent certification valid in California.
- Emergency Medical Technician – Basic certification valid in California.

## **Classification – Firefighter – Reserve**

### **Definition**

This is an individual who provides additional staffing, has a required number of duty hours each month, and receives reimbursement for some costs (stipend) during such duty hours. The Reserve Firefighter does not respond to calls for service when off duty.

### **Shift Requirements - Generally**

A shift for a Reserve Firefighter is twelve (12) duty hours. A shift shall start at either 0700 hours or at 1900 hours.

A Reserve Firefighter may not work more than four (4) consecutive shifts and must work at least seventy-two (72) duty hours (6 12-hour shifts) in a month; the number of shifts may vary each two-week pay period.

### **Shift Restrictions During Required Training Period**

During the first six (6) months, the Reserve Firefighter shall work only daytime shifts. This will ensure that the Reserve has ample time to meet State mandated training requirements and to become proficient in providing emergency services to the community.

### **Reimbursements**

The Reserve Firefighter will be reimbursed \$70.00 for expenses each shift.

The Department received a four-year grant for its reserve program in 2023. During the grant period, the Department will provide duty uniforms (station wear, nametag, etc) for the Reserve Firefighter; once the grant period is complete, the Reserve will be required to provide those items.

The Department will not reimburse for time or expenses to obtain EMT certification/recertification or California State Fire Marshal Firefighter I or equivalent certifications valid in California.

### **Additional Duties**

- Submit requested shifts on the 15<sup>th</sup> of each month preceding the month to be scheduled.
- Confirm assigned shifts within 24 (twenty-four) hours of assignment; assignments will be posted on the 25<sup>th</sup> of each month preceding the month assigned.

### **Additional Education**

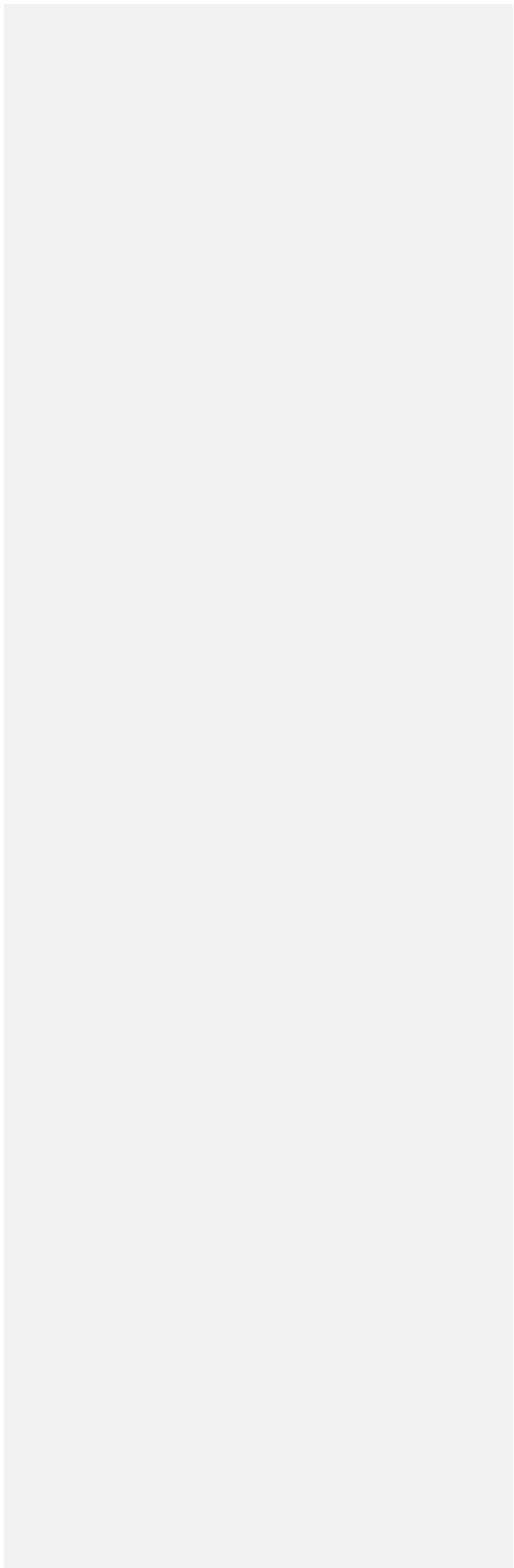
- EMR/CPR/AED certification.
- Maintain current certifications and training as required by law for firefighters, including, but not limited to, EMR/CPR/AED, hazardous materials training and refreshers, SIDS awareness training and refreshers, and blood-borne and airborne pathogens training and refreshers.

### **Desirable Qualifications**

- Emergency Medical Technician – Basic certification valid in California.
- Fire Academy course completion or higher.

**Commented [CR1]:** 4? 6 Seems like a long time to have no evening reserves? Assuming 6 hours of training each shift, you'd have 216 hours; 4, 144. If you were to get 8 hours training in a shift, the numbers change to: 6, 288; 4, 192.

DRAFT







**West Plainfield Fire Protection District**

24901 County Road 95, Davis, CA 95616

(530) 756-0212

**RESOLUTION NO: 23-07**

**A RESOLUTION APPROVING DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT # 7GF23126**

**RESOLUTION** approving the Department of Forestry and Fire Protection Agreement #7GF23126 for services from the date of last signatory on page 1 of the Agreement to June 30, 2024 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

**BE IT RESOLVED** by the Board of Fire Commissioners of the WEST PLAINFIELD FIRE PROTECTION DISTRICT, the governing body of the WEST PLAINFIELD FIRE DEPARTMENT, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$5,028.61.

**BE IT FURTHER RESOLVED** that JAMES McMULLEN, President of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the WEST PLAINFIELD FIRE DEPARTMENT.

The foregoing resolution was duly passed and adopted by the Board of Fire Commissioners of the WEST PLAINFIELD FIRE PROTECTION DISTRICT, at a regular meeting thereof, held on the 15<sup>th</sup> day of August, 2023, by the following vote:

Yes: \_\_\_\_\_  
No: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
JIM YEAGER, Vice-President  
Board of Fire Commissioners

\_\_\_\_\_  
EMILY AMY, Member  
Board of Fire Commissioners

**CERTIFICATION OF RESOLUTION ATTEST:**

I, CARLY HALL, Clerk of the Board of Fire Commissioners of the West Plainfield Fire Protection District, Yolo County, California, do hereby certify that this is a true and correct copy of the original Resolution Number 23-07.

WITNESS MY HAND on this \_\_\_\_ day of August, 2023.

\_\_\_\_\_  
CARLY HALL, Clerk of the Board of Fire Commissioners

**Protect Proposition 13.** For too long, politicians and judges have been carving loopholes in Proposition 13 and making it easier and easier to raise taxes. It's time to close the loopholes.



*This initiative will...*

**Restore Proposition 13's requirements for voter approval of local taxes.**

Proposition 13 requires a two-thirds vote for special taxes to make it harder for special interests to game the system. However, state courts have recently invented a loophole. They say special taxes proposed by a "citizens' initiative" can pass with 50% plus one vote instead of 2/3. This loophole enables special interest groups to pretend to be average citizens circulating an initiative, when really they're interested parties who will get all the money from the tax increase. Our initiative requires taxes that were slipped through this loophole to go back on the ballot.

**Require voter approval of state tax increases.**

Proposition 13 requires a 2/3 vote in the Assembly and the state Senate for any state tax increase, but that wasn't enough to prevent the massive increase in the gas tax and vehicle registration fees, or the waste of money that was supposed to go toward fixing our roads. This initiative would require statewide voter approval of any new taxes or tax increases in addition to the 2/3 vote in the Legislature.

**Ensure transparency.**

This initiative will stop the abusive practice of mislabeling taxes on the ballot to fool voters into approving them. It will also stop the mislabeling of taxes as "fees" or something else in order to evade voter approval requirements.

**IMPORTANT: This initiative has qualified for the November 2024 ballot.**

**Please contact your City Council and County Board of Supervisors and urge them to support the Taxpayer Protection and Government Accountability Act.**

**For more information, visit [RightToVoteOnTaxes.com](http://RightToVoteOnTaxes.com).  
Protect Proposition 13. Thank you!**

Ad paid for by Protect Prop. 13, a Project of the Howard Jarvis Taxpayers Association



Home → News & Events → Taxing Times Online Spring 2023 → Taxpayer Protection Initiative Qualifies for 2024 Ballot



The Official Newsletter of the Howard Jarvis Taxpayers Association

## TAXPAYER PROTECTION INITIATIVE QUALIFIES FOR 2024 BALLOT

Taxpayers scored an important victory in February when the secretary of state announced that the Taxpayer Protection and Government Accountability Act has successfully qualified for the November 2024 ballot.

A late push for extra signatures, with an assist from thousands of HJTA Members who volunteered their time, was key to collecting a total of 1.4 million raw signatures, enough to exceed the required minimum of nearly 1 million valid signatures of registered voters needed to qualify.

“The Taxpayer Protection Act was written to restore a series of voter-approved ballot measures that gave taxpayers, not politicians, more say over when and how new tax revenue is raised,” explained HJTA President Jon Coupal. “Over the past decade, the California courts have created massive loopholes and confusion in long-established tax law and policy. The Taxpayer Protection Act closes those loopholes and provides new safeguards to increase accountability and transparency over how politicians spend our tax dollars.”

Some of the measure’s key provisions include:

- Require all new taxes passed by the Legislature to be approved by voters
- Restore two-thirds voter approval for all new local special tax increases
- Clearly define what is a tax or fee
- Require truthful descriptions of new tax proposals
- Hold politicians accountable by requiring them to clearly identify how revenue will be spent before any tax or fee is enacted

The initiative, backed by the Howard Jarvis Taxpayers Association together with the California Business Roundtable and the California Business Properties Association, would close loopholes by amending the state constitution, overriding any conflicting court rulings that were based on a disputed interpretation of the constitution’s current language.

One such State Supreme Court ruling, in a 2017 case known as *California Cannabis Coalition v. City of Upland*, has led to decisions in lower courts declaring that some local taxes for special purposes had passed, even though they received less than the two-thirds vote required by Proposition 13. If the Taxpayer Protection and Government Accountability Act is approved by voters, many of these taxes would have to go back on the ballot again and would expire unless approved by a two-thirds vote.

For more information on this important initiative, visit [RightToVoteOnTaxes.com](https://RightToVoteOnTaxes.com).

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**[HJTA.org](https://HJTA.org)** is your source for everything Proposition 13 and for information valuable to California taxpayers. For more information or to take action, go to **[HJTA.org/take-action](https://HJTA.org/take-action)**.

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**BALLOT INITIATIVE #21-0042A1 (AKA #1935)  
LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE  
REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL  
AMENDMENT.**

Eligible for November 5, 2024 California General Election Ballot

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**BACKGROUND**

The purported “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure to amend the California Constitution sponsored by the [California Business Roundtable](#) (“CBRT”), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

On February 1, 2023, California Secretary of State Shirley Weber issued a [memo to all county clerks/registrars of voters](#) announcing that proponents of Initiative 21-0042A1, or Initiative 1935 as now numbered by the Secretary of State, had filed the necessary number of valid signatures to make it eligible for the November 5, 2024 General Election ballot. Proponents now have until June 27, 2024 to consider withdrawing the initiative before the Secretary of State officially certifies it for the ballot.

**SUMMARY**

Ballot Initiative [21-0042A1](#) would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative’s proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.



The initiative includes provisions that would retroactively void *all* state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

Specifically, among other provisions effecting the state government, the initiative would impact local agencies through changes to the California Constitution as follows:

### **Restricting Local Tax and Fee Authority to Provide Local Services**

#### *Fees:*

- With few exceptions, fees and charges shall not exceed the “actual cost” of providing the product or service for which the fee is charged.
  - “Actual cost” is defined as the “...*minimum amount necessary...less other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds...*”
- The burden on the local government to prove the fee or charge does not exceed “actual cost” is heightened from a “*preponderance of the evidence*” to “*clear and convincing evidence*”.
- In addition to limiting fees and charges to the actual cost to the local government for providing the service, fees and charges must also be “reasonable” to the payor themselves; no definition is provided for this new subjective reasonableness test that is separate and apart from the test as to how closely the fee or charge is related to the cost of service.
- Defines *all* sources of revenue as either taxes or “exempt charges.”
- Includes Article XIID charges in Proposition 218 under the definition of “exempt” charges subjecting them to potential litigation.
- Exposes previously established fees indexed to inflation or other metrics to new standards and legal challenges.
- Adds to the Constitution a requirement for a board action to adopt, enact, create, establish, collect, increase, or extend any and all fees.

#### *Taxes:*

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority, likely to address concerns over the 2017 California Supreme Court decision in *California Cannabis Coalition v. City of Upland*.
- Requires voter approval when an expansion of boundaries extends existing taxes or fees to new territory.
- New taxes can be imposed only for a specific duration.



### *Fines and Levees:*

- Interferes with local enforcement efforts, by making it more difficult to impose fines and penalties for state and local law violations related to activities such as water discharge, waste recycling, weed abatement, fireworks, and housing code violations and unlawful commercial marijuana sales, just to name a few. The measure converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed.

### **Increasing Litigation Exposure**

- Significantly increases a public agency’s burden of proof from “preponderance of evidence” to “clear and convincing evidence” to prove compliance with the new fee requirements. By changing evidence standards to favor corporations suing public agencies, the initiative will promote costly litigation.
- The local government would bear the burden of proving by clear and convincing evidence that a levy, charge or exaction is an “exempt charge” and not a tax. Moreover, the local government would bear the burden of proving by clear and convincing evidence that the amount of the exempt charge is *both* “reasonable” to the payor and that the amount charged does not exceed the “actual cost” of providing the service or product to the payor.
- By enacting a new requirement that all fees must be “reasonable” to the payor but offering no definition as to what “reasonable” means, the initiative provides a new avenue to challenge fees by enabling a plaintiff to claim a fee is not reasonable even if the fee meets the actual costs of service.
- Prop. 218 currently requires fees cover the *reasonable* cost of service. This initiative amends Prop. 218 to require the near-impossible standard of predicting *actual* costs years into the future. To compound this challenge, the new standard also factors in the receipt of external revenues that are constantly shifting and typically outside the control of the local agency. It defines “actual costs” as:
  - “(i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.”
- Fosters endless litigation challenging local fees claiming they are not the “minimum amount necessary”. For instance:
  - Do roads need to be paved every 10 years or 50 years?
  - Does infrastructure need to be upgraded or replaced or not improved at all?
  - What is the minimum emergency response time necessary?

### **IMPACTS**



**California Special  
Districts Association**

*Districts Stronger Together*

- Could prevent virtually any new fees or assessments to fund water, sewer, trash, fire protection, parks and recreation, and other essential services and infrastructure.
  - Places over \$20 billion of local government fee and charge revenues over 10 years at heightened legal peril.
- Jeopardizes the public health and safety of communities by cutting off new revenue intended to pay for essential local services and infrastructure.
  - Substantially increases the legal and administrative cost of public infrastructure financing.
- With billions of dollars in deferred maintenance and unmet needs for California's infrastructure, exacerbates the neglect and deterioration of our roads, dams, waterways, and other facilities.
- By limiting revenues to the "minimum amount necessary", imposes a "race-to-the-bottom" in California that will halt investment in technological advancements that future generations will depend upon.
- Prevents critical investments in climate adaptation and community resilience to address drought, flooding, and wildfire as well as reduce emissions and harmful pollutants.
- Exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure.
- Restricting local services and infrastructure to the lowest and minimum amount possible will disproportionately impact the most underserved communities the hardest.

## **SUPPORT**

- California Business Roundtable (CBRT) – Sponsor
  - Financial contributors to the initiative and CBRT Issues PAC include, but are not limited to:
    - Aera Energy
    - Albertsons Safeway
    - AMR Holdco Inc.
    - Blackstone Real Estate Partners
    - California Business PAC, Sponsored by CalChamber
    - CJ Segerstrom & Sons
    - Cypress Management Company
    - Dart Container
    - Douglas Emmett Properties
    - Enterprise Rental Car
    - Five Point Operating Company
    - Grimmway Enterprises
    - Howard Jarvis Taxpayers Association
    - Kilroy Realty
    - Majestic Realty

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**California Special  
Districts Association**

*Districts Stronger Together*

- Michael K. Hayde
- Pacific Ethanol
- PEPSICO
- Pharmaceutical Research and Manufacturers of America
- Sempra Energy
- State Farm Insurance
- Sutter Health
- 7-Eleven
- In addition to the CBRT Issues PAC, direct contributors to the initiative include, but are not limited to:
  - AMR Holdco, Inc.
  - Michael K. Hayde, Including Western National Group and Affiliated Entities
  - Kilroy Realty
  - Hudson Pacific Properties and Affiliated Entities
  - Douglas Emmett Properties, LP and Affiliated Entities
  - Shorenstein Realty Services and Affiliated Entities

## **OPPOSITION**

- Alliance for a Better California
- AFSCME California
- CalCities (League of California Cities)
- California Alliance for Jobs
- California Contract Cities Association
- California Professional Firefighters
- California Special Districts Association
- California State Association of Counties
- California State Council of Laborers
- Rebuild SoCal Partnership
- SEIU California
- Nearly 200 local agencies, including over 80 special districts



**RESOLUTION NO: 23-08**

**A RESOLUTION TO OPPOSE INITIATIVE 21-0042A1**

**WHEREAS**, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the proposed proposition, Initiative 21-0042A1, has received the official title: "LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT"; and

**WHEREAS**, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure exposes taxpayers to new costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

**WHEREAS**, the measure severely restricts state and local officials' ability to protect our environment, public health and safety, and our neighborhoods against those who violate the law; and

**WHEREAS**, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

**WHEREAS**, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts fire and emergency response, public schools, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

**WHEREAS**, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

**THEREFORE, BE IT RESOLVED** that the WEST PLAINFIELD FIRE PROTECTION DISTRICT opposes Initiative 21-0042A1;

**BE IT FURTHER RESOLVED** that the WEST PLAINFIELD FIRE PROTECTION DISTRICT will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations

throughout the state.

The foregoing resolution was duly passed and adopted by the Board of Fire Commissioners of the WEST PLAINFIELD FIRE PROTECTION DISTRICT, at a regular meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
JAMES McMULLEN, President  
Board of Fire Commissioners

CERTIFICATION OF RESOLUTION  
ATTEST:

I, CARLY HALL, Clerk of the Board of Fire Commissioners of the West Plainfield Fire Protection District, Yolo County, California, do hereby certify that this is a true and correct copy of the original Resolution Number 23-08.

WITNESS MY HAND on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CARLY HALL, Clerk of the Board of Fire Commissioners

# West Plainfield Fire Department (CA)

This report was generated on 8/9/2023 3:09:42 PM



## Basic Incident Info with Number of Responding Apparatus and Personnel for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
07/01/2023	2023-112	312 Russell ST	611 - Dispatched & cancelled en route	C Shift	No Zone Selected	2	3
07/01/2023	2023-113	██████████	321 - EMS call, excluding vehicle accident with injury	C Shift	0- WPL - West Plainfield Station 30 Response Area	3	5
07/04/2023	2023-114	700 Main ST	611 - Dispatched & cancelled en route	B Shift	260- WNF Auto - Automatic Aid Winters (Not Borderline)	1	2
07/06/2023	2023-115	██████████	311 - Medical assist, assist EMS crew	C Shift	No Zone Selected	3	4
07/06/2023	2023-116	306 Rosa AVE	611 - Dispatched & cancelled en route	C Shift	260- WNF Auto - Automatic Aid Winters (Not Borderline)	2	3
07/08/2023	2023-118	██████████	321 - EMS call, excluding vehicle accident with injury	A Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
07/08/2023	2023-119	26127 County Road 96	553 - Public service	A Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
07/09/2023	2023-120	33 E Main ST	611 - Dispatched & cancelled en route	A Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	1	1
07/11/2023	2023-121	HWY 16	142 - Brush or brush-and-grass mixture fire	B Shift	9919- LNU 16 - SRA Incident 16 Corridor NO County Road 25	1	3
07/12/2023	2023-122	Matsumoto Ln	143 - Grass fire	C Shift	260- WNF Auto - Automatic Aid Winters (Not Borderline)	1	3
07/15/2023	2023-123	County Road 24	132 - Road freight or transport vehicle fire	A Shift	702- WOF-WDL-WPL - Borderline Call Willow Oak, Woodland, & West Plainfield	3	4
07/15/2023	2023-124	101 Court ST	571 - Cover assignment, standby, moveup	A Shift	102- WDL-WPL - Borderline Call Woodland & West Plainfield	1	3
07/15/2023	2023-125	416 Lincoln AVE	611 - Dispatched & cancelled en route	A Shift	No Zone Selected	1	1

# West Plainfield Fire Department (CA)

This report was generated on 8/9/2023 3:09:42 PM



## Basic Incident Info with Number of Responding Apparatus and Personnel for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023

07/15/2023	2023-126	416 LINCOLN AVE	111 - Building fire	A Shift	102- WDL-WPL - Borderline Call Woodland & West Plainfield	1	4
07/17/2023	2023-127	County Road 29a	444 - Power line down	B Shift	261- WNF-WPL - Borderline Call Winters & West Plainfield	4	4
07/21/2023	2023-129	County Road 29	444 - Power line down	A Shift	261- WNF-WPL - Borderline Call Winters & West Plainfield	2	3
07/21/2023	2023-130	Hwy 16	140 - Natural vegetation fire, other	B Shift	9919- LNU 16 - SRA Incident 16 Corridor NO County Road 25	1	1
07/23/2023	2023-131	██████████	321 - EMS call, excluding vehicle accident with injury	B Shift	No Zone Selected	5	7
07/24/2023	2023-132	Cr 27	324 - Motor vehicle accident with no injuries.		701- WOF-WPL - Borderline Call Willow Oak & West Plainfield	3	4
07/25/2023	2023-133	██████████	321 - EMS call, excluding vehicle accident with injury	C Shift	0- WPL - West Plainfield Station 30 Response Area	3	5
07/25/2023	2023-134	33100 31 CIR	743 - Smoke detector activation, no fire - unintentional	C Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
07/26/2023	2023-135	██████████	311 - Medical assist, assist EMS crew	C Shift	0- WPL - West Plainfield Station 30 Response Area	3	3
07/26/2023	2023-136	County Road 31	322 - Motor vehicle accident with injuries	A Shift	00- WPL Out - West Plainfield Mutual Aid Out of District	3	5
07/30/2023	2023-138	CR 96	600 - Good intent call, other	C Shift	No Zone Selected	2	4

**TOTAL # INCIDENTS: 24**

Priority	Project Description / Parameters
1	<p><b>W30 - Step</b></p> <p><b>Part 1 - Step</b></p> <ul style="list-style-type: none"> <li>- Size = see quote</li> <li>- Material(s) = see quote</li> </ul> <p><b>Part 2 - Installation - by AC Stiles</b></p>
1	<p><b>Lawn Space - East of Station</b></p> <p>Materials = grass seed and pop-up sprinklers</p> <p>Installation:</p> <ul style="list-style-type: none"> <li>- Preparation by WPL members</li> <li>- Installation by WPL members</li> </ul>
1	<p><b>Open Space - East of Station</b></p> <p><b>Part 1 - 20-30' north of grass</b></p> <p>Materials = DG</p> <p>Installation</p> <ul style="list-style-type: none"> <li>- Preparation by WPL members</li> <li>- Laying of DG, perhaps by WPL members</li> </ul> <p><b>Part 2 - Remaining area (north of DG)</b></p> <p>Material = <b>TBD (maybe gravel)</b></p> <p>Installation</p> <ul style="list-style-type: none"> <li>- Preparation by WPL members</li> <li>- Laying of material, perhaps by WPL members</li> </ul>
1	<p><b>Stackable Washer/Dryer or All-in-One</b></p> <p><b>Part 1 - Equipment (specifications)</b></p> <ul style="list-style-type: none"> <li>- Small capacity (under 4.0 cf)</li> <li>- Minimal features</li> <li>- No special color</li> </ul> <p><b>Part 2 - Installation</b></p> <ul style="list-style-type: none"> <li>- Electrical</li> <li>- Plumbing</li> </ul>
1	<p><b>Lockers - Bathroom</b></p> <p>- Material = Metal or Vinyl/Plastic</p> <p>- Specifications:</p> <ul style="list-style-type: none"> <li>- must fit into space between toilet and shower</li> <li>- must allow for up to 6 persons to keep their items</li> </ul> <p>- Installation = by WPL members</p>
1	<p><b>Lockers (x3) + 1 Nightstand - Sleeping Quarters</b></p> <ul style="list-style-type: none"> <li>- Match current style</li> <li>- Smaller version of current lockers</li> <li>- Look for something similar without so much shipping cost</li> </ul>
1	<p><b>Flooring</b></p> <ul style="list-style-type: none"> <li>- Office, Kitchen, Sleeping Quarters, Bathroom</li> <li>- Floating vinyl w minimum insulation</li> <li>- Non-porous and moisture resistant</li> <li>- Able to withstand vigorous, often cleaning</li> <li>- Remove all existing flooring to smooth concrete</li> <li>- Include thresholds and moldings</li> <li>- WPL members to move furniture, etc</li> </ul>

Priority	Project Description / Parameters
1	<p><b>Window Coverings</b></p> <p><b>Part 1 - Kitchen Sliding Doors</b></p> <ul style="list-style-type: none"> <li>- Tint</li> </ul> <p><b>Part 2 - Sleeping Quarters</b></p> <ul style="list-style-type: none"> <li>- Blackout Curtains</li> <li>- Floor length</li> <li>- Curtain rods</li> <li>- Installation by WPL members</li> </ul> <p><b>Part 3 - Office</b></p> <ul style="list-style-type: none"> <li>- Vinyl blinds</li> <li>- Installation</li> </ul>
1	<p><b>Microwave Over Range</b></p> <ul style="list-style-type: none"> <li>- Does it work - If not, get quote to get new one</li> <li>- Specifications:</li> <ul style="list-style-type: none"> <li>- fit in space</li> <li>- minimal features</li> <li>- no special color</li> </ul> <li>- Installation - by WPL members, if possible</li> </ul>
1	<p><b>Bathroom Remodel - replace countertop</b></p> <ul style="list-style-type: none"> <li>- Material = Granite or Solid Surface; new faucets</li> <li>- Specifications:</li> <ul style="list-style-type: none"> <li>- one sink opening (on north end)</li> <li>- use one existing sink, if possible</li> <li>- like-for-like faucet replacement</li> </ul> <li>- Installation = by WPL members</li> <ul style="list-style-type: none"> <li>- sink (perhaps)</li> <li>- plumbing</li> </ul> </ul>
2	<p><b>Well Bladder</b></p> <p><b>Part 1 - Bladder</b></p> <ul style="list-style-type: none"> <li>- Size (gallons) = Match current</li> <li>- Material(s) = Match current</li> </ul> <p><b>Part 2 - Installation - by WPL members</b></p> <ul style="list-style-type: none"> <li>- Plumbing</li> <li>- Installation</li> </ul>
2	<p><b>Shed</b></p> <ul style="list-style-type: none"> <li>- Size = 8' x 10'</li> <li>- Material(s) = Wood and Paint</li> <li>- Construction by WPL members</li> </ul>
2	<p><b>Paint - Interior</b></p> <p><b>Location = Office, Kitchen, Bathroom, Sleeping Quarters</b></p> <p>Specifications</p> <ul style="list-style-type: none"> <li>- Prepare by fixing cracks, holes, other damage</li> </ul>
2	<p><b>Ceiling Tiles / Light Covers</b></p> <ul style="list-style-type: none"> <li>- Materials only</li> <li>- Need estimate of number of each to be replaced</li> <li>- Installation by WPL members</li> </ul>

Priority	Project Description / Parameters
2	<p><b>Asphalt Crack Repair</b></p> <p>Locations = in front of apron and north of station</p> <p>Materials = <b>TBD (need some research)</b></p> <p>Work Performed by = <b>TBD</b></p>
3	<p><b>Electrical Cleanup - App Bay</b></p>
3	<p><b>Rollup Door - South - Top Panel Replacement</b></p> <ul style="list-style-type: none"> <li>- Like for like</li> <li>- Installation</li> <li>- Service all sensors</li> </ul>
3	<p><b>Paint - Exterior - Station</b></p> <ul style="list-style-type: none"> <li>- Match colors EXCEPT roll-up doors white</li> <li>- Fade / chip resistant paint</li> <li>- Prepare surface bare metal where needed</li> <li>- Repair (as much as possible) dents and holes</li> </ul>
4	<p><b>Parking Area</b></p> <p>Material = (what type gravel?)</p> <p>Installation =</p> <ul style="list-style-type: none"> <li>- Smoothing area</li> <li>- Laying new material</li> <li>- Leveling after laying new material</li> </ul>
4	<p><b>Man Doors</b></p> <p>Part 1 - Office to App Bay, Sleeping Quarters to App Bay</p> <p>- Materials: Wood, with kickplate &amp; small window for office *</p> <p>- Office: Push/pull w soft close</p>
5	<p><b>Fencing - Replace Current Vinyl</b></p> <p><b>Part 1</b></p> <ul style="list-style-type: none"> <li>- Material = metal</li> </ul> <p><b>Part 2</b></p> <ul style="list-style-type: none"> <li>- Installation = set in cement; maybe by WPL members</li> </ul>

Trial Balance: Yolo County

2023

2023 Beginning Balance	2023M01	2023M02	2023M03	2023M04	2023M05	2023M06	2023M07	2023M08	2023M09	2023M10	2023M11	2023M12	Ending Balance	
100000 - CASH IN TREASURY	235,863	-34,628	-28,821	-93,728	4,260	15,404	167,269	-37,230	-16,015	-37,880	135,955	-87,675	-4,671	218,101
100099 - CASH GASB 31 FAIR MARKET VALUE DFS ONLY	-12,336	12,336	0	0	0	0	0	0	0	0	0	0	0	0
101113 - RESTRICTED CASH-WPF FPD CAPITAL ASSET REPLACEMENT	199,589	0	0	0	397	0	0	881	0	0	1,218	0	0	202,086
101114 - RESTRICTED CASH-WPF FPD ACCRUED LEAVE	26,544	0	0	0	53	0	-6,000	113	0	0	126	0	0	20,836
103100 - CASH ON HAND	0	0	0	0	0	0	0	0	0	0	0	0	2,335	2,335
111010 - PROP TAX RECEIVABLE-CURRENT SECURED	0	0	0	0	0	359,803	-179,902	0	0	0	-161,911	0	-18,005	-14
111090 - PROP TAX RECEIVABLE-CURRENT SECURED SUPPL	-39	0	0	0	0	0	0	0	336	0	-124	2,790	-40	2,923
112001 - ACCOUNTS RECEIVABLE-JE	2,469	0	0	0	0	0	0	0	0	0	0	0	-2,469	0
150000 - PREPAID EXPENSE	0	0	0	0	0	0	0	0	0	0	0	0	5,209	5,209
181100 - BUILDING & IMPROVEMENT	97,149	0	0	0	0	0	0	0	0	0	0	0	0	97,149
181200 - IMPROVEMENT OTHER THAN BUILDING	27,567	0	0	0	0	0	0	0	0	0	0	0	0	27,567
181400 - EQUIPMENT	1,243,453	0	0	0	0	0	0	0	0	0	0	0	0	1,243,453
182100 - ACCUMULATED DEPRECIATION-BLDG & IMPRV	-92,820	-90	-90	-90	-90	-90	-90	-90	-90	-90	-90	-90	0	-93,812
182200 - ACCUMULATED DEPRECIATION- IMPRV OTHR THAN BL	-18,921	-104	-104	-104	-104	-104	-104	-104	-104	-104	-104	-104	0	-20,067
182400 - ACCUMULATED DEPRECIATION-EQUIPMENT	-805,041	-4,488	-4,488	-3,706	-3,706	-3,706	-3,706	-3,706	-3,706	-3,706	-3,706	-3,706	0	-847,375
190200 - FUTURE LONG TERM DEBT REQUIRE	8,721	0	0	0	0	0	0	0	0	0	0	0	6,605	15,326
200000 - ACCOUNTS PAYABLE	0	0	0	0	0	0	0	0	0	0	0	0	-405	-405
200001 - ACCOUNTS PAYABLE-JE	-6,652	2,352	0	0	0	0	0	0	0	0	0	0	843	-3,456
202000 - OTHER ACCOUNTS PAYABLE	-1,215	0	0	0	0	0	0	0	0	0	0	0	0	-1,215
205500 - ACCRUED PAYROLL-GROSS	-12,627	12,627	0	0	0	0	0	0	0	0	0	0	-8,895	-8,895
206000 - DUE TO OTHER GOVERNMENTS	-1,120	1,120	0	0	0	0	0	0	0	0	0	0	0	0
230000 - COMPENSATED ABSENCES (L/T)	-8,721	0	0	0	0	0	0	0	0	0	0	0	-6,605	-15,326
300100 - NET INVESTMENT IN CAPITAL ASSETS	-451,387	4,683	4,683	3,901	3,901	3,901	3,901	3,901	3,901	3,901	3,901	3,901	0	-406,915
301005 - FUND BALANCE-NONSPEND-PREPAID EXPENSE	0	0	0	0	0	0	0	0	0	0	0	0	-5,209	-5,209
304001 - FUND BALANCE-ASSIGNED-CAPITAL ASSET REPLACEMENT	-199,589	0	0	0	0	0	0	0	0	0	0	0	0	-199,589
304002 - FUND BALANCE-ASSIGNED-ACCRUED LEAVE	-26,544	0	0	0	0	0	6,000	0	0	0	0	0	0	-20,544
304003 - FUND BALANCE-ASSIGNED-GENERAL RESERVE	-159,825	0	0	0	0	0	0	0	0	0	0	0	0	-159,825
309999 - UNASSIGNED	-44,518	0	0	0	0	0	-6,000	0	0	0	0	0	5,209	-45,309
400100 - PROPERTY TAXES-CURRENT SECURED	0	0	0	0	0	-359,803	243	0	0	0	5,043	0	960	-353,557
400101 - PROPERTY TAXES-CURRENT UNSECURED	0	0	0	0	0	-27,097	-535	449	-4	56	4	-591	52	-27,665
400111 - PROPERTY TAXES-PRIOR UNSECURED	0	0	-29	-58	-55	-95	-118	-38	-29	-3	-27	-19	-50	-522
400120 - SUPPLEMENTAL PROPERTY TAXES CURRENT	0	0	0	0	0	0	0	0	-323	0	-199	-2,790	-1,455	-4,768
403100 - INVESTMENT EARNINGS-POOL	0	0	0	0	-817	0	0	-1,360	0	0	-2,679	0	0	-4,856
403199 - GASB 31 FAIR MARKET VALUE - DFS ONLY	0	-12,336	0	0	0	0	0	0	0	0	0	0	0	-12,336
410250 - STATE-HOMEOWNERS PROPERTY TAX RELIEF	0	0	0	0	0	-241	-562	0	0	0	-562	-241	0	-1,606
410900 - STATE-OTHER	0	0	0	0	0	0	0	0	-5,445	0	0	0	-9,764	-15,209
440600 - OTHER CHARGES FOR SERVICES-FIREFGHTR SERVICES	0	-2,469	0	-6,281	-31,233	-13,640	-32,140	-947	0	0	0	0	592	-86,117
440690 - OTHER CHARGES FOR SERVICES	0	0	0	0	0	0	0	-243	0	0	0	-2,160	1,840	-563
450302 - OTHER MISCELLANEOUS-DONATION	0	0	0	0	0	0	0	0	0	0	0	-25	0	-25
450900 - OTHER MISCELLANEOUS REVENUES	0	0	0	0	0	0	0	0	0	-265	0	-130	0	-395
500100 - REGULAR EMPLOYEES	0	8,991	14,672	23,605	22,110	14,632	16,009	25,189	14,951	28,594	15,949	14,960	25,221	224,885
500120 - OVERTIME	0	1,538	2,751	7,365	888	1,085	7,499	171	554	1,402	3,124	1,378	2,282	30,035
501110 - SOCIAL SECURITY TAX	0	653	1,080	1,920	1,428	973	1,458	1,572	961	1,860	1,183	1,013	1,705	15,805
501120 - MEDICARE	0	153	253	449	334	228	341	368	225	435	277	237	399	3,696
501170 - UNEMPLOYMENT INSURANCE	0	68	38	120	284	185	113	668	258	102	84	73	256	2,249

501180 - WORKERS' COMP INSURANCE	0	0	0	47,140	0	732	0	0	0	0	0	0	167	48,039
510010 - CLOTHING & PERSONAL SUPPLIES	0	0	0	12,360	13	2,389	1,493	916	-1,040	412	0	0	467	17,010
510020 - COMMUNICATIONS	0	0	48	675	364	408	358	352	354	460	359	381	340	4,098
510030 - FOOD	0	0	0	227	51	73	45	37	82	0	61	37	75	688
510040 - HOUSEHOLD EXPENSE	0	2,590	61	896	0	840	395	416	410	420	480	348	853	7,709
510053 - INSURANCE-OTHER	0	0	9,684	0	0	0	0	0	0	0	0	0	0	9,684
510070 - MAINTENANCE-EQUIPMENT	0	34	0	128	237	1,356	2,616	6,725	1,285	751	74	308	1,642	15,155
510071 - MAINTENANCE-BUILDING IMPROVEMENT	0	0	0	239	0	280	0	116	309	1,840	266	167	39	3,257
510080 - MEDICAL, DENTAL, & LAB SUPPLIES	0	0	0	0	0	0	0	42	326	0	0	90	0	458
510090 - MEMBERSHIPS	0	425	0	2,062	0	0	0	0	0	0	0	0	163	2,650
510102 - MISCELLANEOUS EXPENSE-CREDIT CARD SERVICE CHARGES	0	0	0	7	1	5	12	12	0	1	0	1	-13	27
510110 - OFFICE EXPENSE	0	3,696	0	0	65	0	0	28	35	10	0	98	-96	3,837
510111 - OFFICE EXPENSE-POSTAGE	0	0	0	0	0	0	0	0	0	0	0	0	63	63
510112 - OFFICE EXPENSE-PRINTING	0	0	0	0	0	0	0	0	0	0	224	633	0	857
510160 - PUBLICATIONS AND LEGAL NOTICES	0	-280	0	479	0	231	286	0	0	0	280	0	-394	602
510170 - RENTS AND LEASES - EQUIPMENT	0	0	117	21	61	98	119	237	119	119	0	237	119	1,245
510190 - MINOR EQUIPMENT	0	43	38	0	236	63	20,010	0	0	233	137	0	0	20,761
510201 - TRANSPORTATION & TRAVEL-FUEL	0	1,902	425	1,598	0	1,494	0	0	1,526	0	66	1,011	1,219	9,242
510220 - UTILITIES	0	1,185	-317	660	1,285	585	697	1,405	937	1,433	575	652	1,097	10,195
510252 - PROFESSIONAL & SPECIAL SERVICES-INFO TECH SERVICES	0	0	0	115	15	15	15	120	20	20	20	20	20	380
510254 - PROFESSIONAL & SPECIAL SERVICES-FISCAL AGENT FEES	0	0	0	0	0	0	0	0	0	0	0	0	-9	-9
510255 - PROFESSIONAL & SPECIAL SERVICES-MEDICAL, DENTAL, LAB	0	0	0	0	0	0	0	0	169	0	0	0	169	338
510275 - PROFESSIONAL & SPECIAL SERVICES-OTHER	0	0	0	0	24	0	0	0	0	0	0	0	-390	-366
526601 - PAYMENTS TO OTHER GOVERNMENT INSTITUTIONS	0	0	0	0	0	0	281	0	0	0	0	0	0	281
530021 - BUILDINGS & IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0	69,196	0	69,196
530071 - EQUIPMENT-VEHICLE	0	0	0	0	0	0	0	0	0	0	0	0	-1,473	-1,473





**West Plainfield Fire Protection District**

24901 County Road 95, Davis, CA 95616

(530) 756-0212

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August 15, 2023

Auditor-Controller  
625 Court Street  
Woodland, CA 95695

This letter is to inform you that the West Plainfield Fire Protection District's Board of Commissioners has approved for payment the bills listed below:

FY 2022-23 Expenses	
CalFire 06/26/2023	1,400.00
<b>FY 2022-23 Expenses Total:</b>	<b>1,400.00</b>
FY 2023-24 Expenses	
AT&T (CalNet) 07/24/2023	-11.99
I-505 Truck Repair 08/03/2023	6,637.20
LEAF 07/20/2023	118.64
Pisani Auto Parts 07/17/2023	139.04
Quill 08/01/2023 & 08/02/2023	150.09
Radio Guys 08/04/2023	67.34
US Bank 08/15/2023	2,043.17
<b>FY 2023-24 Expenses Total:</b>	<b>9,143.49</b>
<b>Total:</b>	<b><u><u>\$10,543.49</u></u></b>



## West Plainfield Fire Protection District

24901 County Road 95, Davis, CA 95616

(530) 756-0212

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### BOARD OF COMMISSIONERS – REGULAR MEETING – MINUTES July 18, 2023 at 7:00 PM

Held at  
24905 County Road 95, Lillard Hall  
Davis, CA 95616  
and via Zoom

#### 1. Call the Meeting to Order and Establish Quorum (President McMullen)

Meeting called to order at 1900 hours. Board Clerk Hall called roll and confirmed there was a quorum.

Present were:

Commissioners: James McMullen, Jim Yeager, Emily Amy, Beth Stiles, and Warren Roos

Department Members: Chief Cherie Rita, Assistant Chief David Stiles, Captain Scott Bravo, Captain Patrick Fish, Captain Dave Bellerive, Firefighter and Association President Jon Lee, Hall Manager Ned Sykes, and Board Clerk Carly Hall

Guests: Jeanette Hynson, SCI Consulting Group; Chief Marcus Klinkhammer, Willow Oak Fire Protection District; Chief Curtis Lawrence, Esparto Fire Protection District

Joined via Zoom: Department Member Captain Tom Stiles

#### 2. Public Comment

President McMullen advised the Board and members of the public that there would be an opportunity for public comment specifically relating to the Levy Assessment and called for public comment relating to any items other than the Levy Assessment.

Julia Findley, Fletcher Family LLC, advised that the assessment has a major impact on small farmers and leased landowners. She noted that the assessment can be increased each year over five years, resulting in a levy assessment of more than 34% during that five-year period.

President McMullen reiterated there would be an opportunity for public comment specifically relating to the Levy Assessment and called for any additional public comments not relating to the Levy Assessment. None were heard.

**3. New Business**

**a. Discussion / Action – Proposed Assessment**

**i. Open Public Hearing and Consideration of the Levy of Assessments for the Proposed West Plainfield Fire Protection District and Emergency Response Services Assessment (President McMullen)**

**1. Introductory Comments and General Overview (President McMullen, Board Clerk Hall, Staff, and SCI Consultant)**

Chief Rita requested Jeanette Hynson, SCI Consultant, provide an overview of the Levy Assessment. Ms. Hynson provided an overview of the assessment, the balloting timeline, and the ballot requirements for the assessment to pass.

A member of the public said they were disappointed there was a lack of outreach. Ms. Hynson and Chief Rita advised him that there were three public outreach meetings prior to the ballot being mailed out. He advised he would have liked to have a meeting after the ballot came out.

Julia Findley advised that she attended all three meetings and advised she was told there was no interest in hearing her ideas for other ways to fund the District.

A member of the public advised the assessment benefits homeowners, not farms. Farm landowners don't even live in the District. Going forward, he would like to see more outreach from the District.

Commissioner Roos requested a show of hands from members of the public that did receive all outreach and balloting items that were mailed. Most hands were raised.

Chief Rita advised members of the public she would verify his address information for outreach.

**2. Public Hearing Procedures (President McMullen)**

President McMullen reviewed the public hearing procedures for the Board and members of the public.

**3. Open Public Input (President McMullen)**

President McMullen opened the Public Input portion of the meeting and called for members of the public to approach the podium. He advised that all ballots must be dropped in the ballot box before Public Input is closed.

Mora Metz advised she is voting no and wanted to explain why since this was not an anonymous ballot. She advised she loves the Fire District but with the unstable economy and uncertain times, she does not believe taxes without end are a good idea.

Julia Findley advised she inherited the land and leases it out. They just received a large water bill and believe with Proposition 13 we don't need additional assessments. She attended all the meetings and felt like she was being blackmailed by the way the information was being presented. She advised she wrote her County Board of Supervisor and believes that the County should be providing adequate funding. She understands the District provides valuable services but believes regrouping to come up with a better funding plan is necessary.

Ed Beoshanz advised he was a volunteer firefighter in the District for 64 years. He advised he received training and attended multiple incidents over the years. He advised he's voting no because he gave his time and didn't ask for anything in return and this will cost him over \$1,000 a year.

Mora Metz advised that the state provides funding for roads and advised there may be funding we can apply for from them.

Captain Bravo thanked Assistant Chief Stiles, Chief Lawrence, and Chief Klinkhammer for all their hard work and time to attend the meetings with the County. He thanked Assistant Chief Stiles for keeping the District running and keeping the equipment maintained for free. He thanked Captain Fish and Associate President Jon Lee for providing IT service for free. He added that the Levy Assessment is what's necessary to keeping the District funded.

President McMullen asked Chief Rita if she had any responses to the public comments.

Chief Rita responded to Ms. Findley's comments and apologized if Ms. Findley felt like she was being blackmailed, but, as bluntly noted in the community meetings, without this additional stable funding the District will end up consolidated and result in reduced service to the residents.

Julia Findley advised she isn't arguing with the need of the District, but advised she pays a lot of state and county taxes, and they should be providing the District with adequate funding, not taxpayers. She expressed that most of her

feelings about being blackmailed came from the County's dictation regarding the matter.

Chief Rita advised that the Levy Assessment is a result of working with the County over the last five years to try to get additional funding. Without going through this process, our District wouldn't be eligible for any of the additional funding the County offered up at the last minute if a District can pass it's ballot measure.

A member of the public advised if the County has \$1.5 million in funding, they should just give it out.

President McMullen called for any additional public comments, but none were heard.

**4. Last Call for Submittal of Ballots (President McMullen)**

President McMullen put out the last call for submitting ballots.

**5. Close Public Input (President McMullen)**

President McMullen announced that the Public Input portion of the session was now closed.

**6. Board Discussion**

Vice President Yeager advised that he's been with the District since 1972 and had 40 years as a volunteer and eight as a Board member. In that time the equipment has become more sophisticated, the mandates by the state are increasing, along with insurance requirements. As with everything else, the District's expenses have increased over time, and we only have enough funding to keep one paid employee on duty at a time. There are no new volunteers applying and no other assistance is being provided by the County or State. Having the additional stable funding for more District resources could be the difference between life or death for our residents.

**ii. Close Public Hearing Regarding Levy of Assessments (President McMullen)**

President McMullen advised that the Public Hearing was now closed, and the ballots would be tabulated.

President McMullen requested to continue the Board meeting during the ballot tabulation and asked for any objections. No objections were heard, and all Board members agreed to move forward.

Chief Rita took over minute duties while Board Clerk Hall assisted with ballot tabulation.

**iii. Tabulate Ballots and Provide Results to Board President (Board Clerk Hall, Staff, and SCI Consultant)**

This item was heard after Item 7(b).

After the ballots were tabulated, the results were provided to President McMullen.

**iv. Announcement of Ballot Tabulation (President McMullen)**

President McMullen read the results of the ballot tabulation to the Board and members of the public. The Levy Assessment passed with 58.87% yes votes.

Commissioner Roos questioned if the vote was weighted, and Ms. Hynson confirmed that it was.

**v. Discussion / Action (if Measure Passes) – Adopt Resolution 23-06 – A Resolution Approving Engineer’s Report, Confirming Diagram and Assessment, and Ordering Levy of the West Plainfield Fire Protection District, Fire Protection and Emergency Response Services Assessment for Fiscal Year 2023-24**

President McMullen advised since the measure passed, he would hear a motion regarding Resolution 23-06.

Motion: Adopt Resolution 23-06 – A Resolution Approving the Engineer’s Report, Confirming Diagram and Assessment, and Ordering A Levy of the West Plainfield Fire Protection District, Fire Protection and Emergency Response Services Assessment for Fiscal Year 2023-24

Motion By: Yeager

Second By: Stiles

Vote (by roll call): President McMullen – Aye  
Vice President Yeager – Aye  
Commissioner Amy – Aye  
Commissioner Stiles – Aye  
Commissioner Roos – Aye

**b. Discussion / Action – Adopt Resolution 23-07 – A Resolution of the West Plainfield Fire Protection District Identifying the Terms and Conditions for Fire Department Response While Away from Official Duty Station and Assigned to an Emergency Incident (Chief Rita)**

This item was heard after Item 3(a)ii and before Item 3(a)iii.

Motion: Adopt Resolution 23-07 – A Resolution of the West Plainfield Fire Protection District Identifying the Terms and Conditions for Fire Department Response While Away from Official Duty Station and Assigned to An

Emergency Incident  
Motion By: Yeager  
Second By: Amy  
Vote (by roll call): President McMullen – Aye  
Vice President Yeager – Aye  
Commissioner Amy – Aye  
Commissioner Stiles – Aye  
Commissioner Roos – Aye

**c. Discussion / Action – Volunteer Applications (Chief Rita)**

Chief Rita advised there were no new volunteer applications.

**d. Discussion / Action – Standing Committees – Reports**

**i. Personnel Committee – Amy, Yeager**

No meeting; no report.

**ii. District Funding and Development Committee – Yeager, Stiles**

No meeting; no report.

**iii. Lillard Hall Committee – Amy, Roos**

**1. Manager Report (Hall Manager Sykes)**

Hall Manager Sykes advised that the parking lot light will be repaired on Thursday. He advised he is going to start light marketing for meetings and discussed rates for members of the public.

**2. Approval of July 12, 2023, Committee Meeting Minutes**

Motion: Approve July 12, 2023, Committee Meeting Minutes

Motion By: Amy

Second By: Roos

Vote: Approved unanimously

**iv. Budget and Benefits Committee – Stiles, Roos**

**1. Update Regarding QSEHRA Offering (Chief Rita)**

Chief Rita advised she had answers to the Board questions but did not yet have a contract for the Board to review. Chief Rita indicated she hoped to have for the next meeting so that the contributions can be switched from the current taxable benefit of cash to this non-taxable benefit option.

**e. Discussion / Action – Ad Hoc Committees – Reports**

**i. LAFCO – Yeager, Roos**

Chief Rita advised she will try to set up a meeting in the next few weeks.

Vice President Yeager advised once they meet to review their report, they will sunset the ad hoc committee.

**ii. Solar – Stiles, Roos**

Commissioner Stiles advised they haven't heard back on the grant decision yet and advised we may need to start looking into other options.

Assistant Chief Stiles advised that he spoke with a Sun Run sales manager and they have a program where they provide the solar equipment, and the District would provide a location and we would pay so many cents per kilowatt.

President McMullen advised the Committee to research this option.

**f. Discussion / Action – Liaison Reports**

**i. Fire Prevention / Investigation – McMullen**

Assistant Chief Stiles advised there were no new investigations to report.

**ii. Training – Yeager**

Vice President Yeager advised we will start training with Willow Oak Fire Protection District.

Chief Rita advised that Captain Osborn has taken over District training as the point of contact.

**iii. Large Equipment / Facilities – McMullen**

Assistant Chief Stiles advised there was nothing new to report.

**g. Discussion / Action – Policies and Procedures Updates (Chief Rita)**

Chief Rita advised that this project has been on hold until the ballot measure process is complete. She advised that all staff and members also need to be caught up with reviewing and acknowledging the previously presented policies and procedures. She will bring a new set to the Board meeting in August for review and adoption.

**4. Old Business**

**a. Update – Weed Abatement (Chief Rita)**

Chief Rita advised a lot of residents have been cleaning up and making progress and President Jon Lee will start re-inspections soon.

**b. Yolo County Fire Sustainability Committee (Assistant Chief Stiles)**

Assistant Chief Stiles advised nothing new to report; we are waiting on the County to finalize their budget process which should be August.

**5. Fire Chief's Report (Chief Rita)**

Chief Rita advised nothing additional to report. She added that there's no financial



report in this Board packet due to the County changing accounting software and hopes to have reports at the next meeting. She advised that the fiscal year won't be closed in the County system until late August; Board Clerk Hall confirmed.

**6. Fire Fighter's Association Report (President Jon Lee)**

Chief Rita advised there was nothing new to report.

**7. Clerk's Report**

**a. Discussion / Action – West Plainfield Fire Protection District Bill Review / Approval**

Motion: Approve the payment of bills totaling \$175,675.66

Motion By: Amy

Second By: Stiles

Vote: Approved unanimously

**b. Approval of June 20, 2023, Board Meeting Minutes**

Motion: Approve June 20, 2023, Board Meeting Minutes with the amendment

Motion By: Amy

Second By: Yeager

Vote: Approved unanimously (three ayes, two abstentions)

**8. Open Forum**

NONE

**9. Next regular Board meeting on August 15, 2023, unless another date is agreed upon**

President McMullen confirmed the next meeting date as August 15, 2023.

**10. Meeting Adjourned (President McMullen)**

Motion: Adjourn meeting

By: Amy

Second By: Roos

Vote: Approved unanimously

Meeting adjourned at 2049 hours.

Minutes approved: \_\_\_\_\_

\_\_\_\_\_  
Board President James McMullen

\_\_\_\_\_  
Board Clerk Carly Hall