

24901 County Road 95, Davis, CA 95616

(530) 756-0212

#### BOARD OF COMMISSIONERS – REGULAR MEETING May 17, 2022 at 7:00 PM

To be held via Video and Teleconference Video Meeting Information https://us06web.zoom.us/j/98831083439 Meeting ID: 988 3108 3439

Phone Meeting Information
Dial In by Phone +1 (669) 900-6833 (USA)

Remote Meeting Locations: 26213 County Road 96, Davis, CA 95616

34791 Creeksedge Road, Davis, CA 95616 37007 Russell Boulevard, Davis, CA 95616

2655 Portage Bay East #2, Davis

- 1. Call the Meeting to Order and Establish Quorum (President McMullen)
- 2. Public Comment
- 3. Old Business
  - a. Update Weed Abatement (BC Wilson)
    - i. Discussion / Action 2023 Mailing (BC Wilson)
  - b. Update Yolo County Fire Sustainability Committee (AC Stiles)
- 4. Lillard Hall
  - a. Manager Report (Hall Manager Gonzalez) (Pg 3)
- 5. New Business
  - a. Discussion / Action Volunteer Applications (BC Wilson)
  - b. Discussion / Action Commissioner Hjerpe Retirement / Recognition
  - c. Discussion / Action Approve Joint Operations Agreement with Willow Oak Fire Protection District, as revised, and Authorize Signature (Chief Rita) (Pg 4-9)
  - d. Discussion / Action Holiday Leave Paid Out Monthly (as adopted) vs Allowed to Accrue with Vacation Leave
  - e. Discussion / Action Standing Committees Reports
    - i. Budget and Benefits Committee Yeager, Guarino
    - ii. Personnel Committee Vacant, Yeager
    - iii. District Funding and Development Committee Guarino, Amy
    - iv. Lillard Hall Committee Amy, Vacant

- 1. Discussion / Action Approve May 12, 2022 minutes (Commissioner Amy) (Pg 10-12)
- 2. Discussion / Action Alter Hall Agreement language to set the Meeting rate for a 2-hour block at \$50 and add an option to reserve an additional 2-hour Meeting block for an additional \$50 fee if approved by the Hall Manager (Commissioner Amy)
- f. Discussion / Action Ad Hoc Committee Reports
  - i. LAFCO Guarino, Yeager
  - ii. Solar Guarino, Vacant
  - iii. Inspection Fees Yeager, Amy
    - 1. Discussion / Action Approve May 3, 2022 minutes (Commissioner Amy) (Pg 13-14)
    - 2. Discussion / Action Review Committee recommendation to charge \$150 on re-inspection and determine how to proceed (Commissioner Amy)
- g. Discussion / Action Liaison Reports
  - i. Fire Prevention / Investigation McMullen
  - ii. Training Yeager
  - iii. Large Equipment / Facilities McMullen
  - iv. IHS McMullen
- 6. Fire Chief's Report (Chief Rita)
- 7. Battalion Chief's Report (BC Wilson) (Pg 15-16)
- 8. Fire Fighter's Association Report (Jon Lee)
- 9. Clerk's Report (Interim Clerk Rita)
  - a. Discussion / Action West Plainfield Fire Protection District Bill Review / Approval (Pg 17)
  - b. Approval of April 19, 2022 Board Meeting Minutes (Interim Clerk Rita) (Pg 18-24)
- 10. Open Forum
- 11. Next regular Board meeting on June 21, 2022, unless another date is agreed upon
- 12. Meeting Adjourned (President McMullen)

Lillard Hall Reservations - May 2022

Date	Name	Event Date	Status	Deposit	Rental Fee	Total Due	Event Type to	ctive/Inactive
10/25/21	Sorana A	7/23/22	Awaiting Rental Fee	\$550	\$800	\$1,350	ptism Recept	Active
2/28/22	Marisol T	6/4/22	Awaiting Rental Fee	\$800	\$800	\$1,600	ptism Recept	Active
2/28/22	Ernesto/Marisol S	6/11/22	Paid	\$800	\$800	\$1,600	3irthday Party	Active
2/28/22	Juana A	5/7/22	Paid	\$800	\$800	\$1,600	3irthday Party	Active
3/1/22	Jennie K	5/11/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	5/12/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	5/18/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	5/19/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	5/25/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	5/26/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	6/1/22	Paid		\$50	\$50	Meeting	Active
3/1/22	Jennie K	6/2/22	Paid		\$50	\$50	Meeting	Active
4/29/22	Analyse L	8/6/22	Paid	\$800	\$800	\$1,600	ptism Recept	Active
5/12/22	Martha C	9/24/22	Awaiting Rental Fee	\$800	\$800	\$1,600	ptism Recept	Active
3/7/22	Maria M	5/28/22	Awaiting Rental Fee	\$800	\$800	\$1,600	Wedding	Active
4/4/22	Amber R-B	5/10/22	Paid			\$0	NonProfit	Active
4/12/22	Jennifer V	5/14/22	Paid	\$800	\$800	\$1,600	3irthday Party	Active
5/3/22	Tristen L	10/1/22	Awaiting Rental Fee	\$500	\$800	\$1,300	NonProfit	Active
18				\$6,650	\$7,600	\$14,250		

Lillard Hall Deposits - May 2022

Date	Name	Event Date	Description	Amount
4/29/22	Jennie K	April 2022	Rental Fee	\$500.00
4/25/22	Jennifer V	5/14/22	Rental Fee	\$800.00
4/25/22	Juana A	5/7/22	Rental Fee	\$800.00
4/29/22	Analyse L	8/6/22	Deposit	\$800.00
4/29/22	Analyse L	8/6/22	Rental Fee	\$800.00
5/12/22	Martha C	9/24/22	Deposit	\$800.00
5/3/22	Fly Fishers Davis	10/1/22	Deposit	\$500.00

Account Balance

As of 4/19/22 \$18,299.36

Lillard Hall Expenses - May 2022

Date	Expense	Description	Invoice #	Amount	Paid Date	Check No.
4/19/22	WPFPD Utilities & Hall Mar	nager Reimbursement		\$2,322.12	5/13/22	586
5/13/22	Juana A	Deposit Refund		\$800.00	5/13/22	587
4/29/22	Recology	Garbage	Acct# 2376675	\$1,135.66	5/13/22	58 <b>8</b>

# MASTER AGREEMENT BETWEEN WILLOW OAK FIRE PROTECTION DISTRICT AND THE WEST PAINFIELD FIRE PROTECTION DISTRICT FOR THE PURPOSE OF PROVIDING RECIPROCAL FIRE PROTECTION AND RELATED SERVICES UNDER THIS JOINT OPERATIONS AGREEMENT

THIS AGREEMENT is made and entered into this date \_\_\_\_ of \_\_\_\_\_\_, 2022 by and between the Willow Oak Fire Protection District, a Dependent fire district, and the West Plainfield Fire Protection District, a Dependent fire district (individually "Party", jointly "Parties" or "Departments"). This Agreement shall be known as the Master Joint Operations Agreement ("JOA") and shall be the basis for cooperation in the provision of fire and emergency services between all Parties.

#### **RECITALS**

**WHEREAS,** the Parties seek to enter into a JOA which works in conjunction with Yolo County Fire Services Mutual Aid Agreement and to establish a foundation for greater cooperation among the parties in the provision of fire protection and emergency medical services;

**WHEREAS,** rapidly providing apparatus and personnel, regardless of jurisdiction, and providing prompt, efficient non-emergency services provides a higher level of service to the citizens and visitors of all jurisdictions and is in all Parties' best interest; and

**WHEREAS,** through each party's participation in the JOA, significant improvements in training, safety and supervision, and standardization of equipment, where feasible, resulting in overall greater efficiency in the delivery of fire protection and related services to the citizens, businesses and visitors within the communities served by each Party.

#### **AGREEMENTS**

**NOW, THEREFORE,** pursuant to the authority granted by California Government Code 6502 and 55632 and Health & Safety Code §13050, and in consideration of the mutual promises and obligations as set forth herein, the Parties hereby agree that a JOA between the Willow Oak Fire Protection District and the West Plainfield Fire Protection District is hereby established as follows:

#### 1. INTENT

- A. It is the intent of all Parties to this JOA to continually seek out and employ joint methods, practices, policies and/or procedures that will maintain or improve the safety and levels of emergency and fire prevention services provided to the citizens of and visitors to the communities each Party serves. Further, it is the intent of the Parties to improve existing practices to assure the highest levels of employee and volunteer safety, efficient and safe emergency operations, administrative efficiency, and cost effectiveness in the delivery of fire protection and EMS and other emergency services.
- B. In support of the intent of this JOA, all Parties agree that operational joint methods and policies that are adopted under this JOA be fully implemented by all Parties.

#### 2. RESPONSE TO INCIDENTS

- A. The Parties agree that the Parties' Fire Chiefs, and/or his/her authorized designees or successors shall jointly establish written protocols for the deployment of fire engines and personnel to emergency incidents within each Party's jurisdiction. Such protocols may include the dispatch of resources to emergencies based upon the quickest response times to the incident, regardless of jurisdiction.
- B. The Parties further agree that the Parties' Fire Chief's, and/or his/her authorized designees or successors shall jointly establish written protocols for the purpose of maximizing the fire protection coverage of the jurisdictions through the repositioning of engines in events where normally staffed engines are otherwise committed to incidents for extended periods of time.
- C. The Parties' Fire Chiefs and/or his/her authorized designees or successors shall jointly review the written protocols annually, or when staffing or other resource changes may negatively impact a protocol, to ensure that no party is overly burdened by responses outside of its jurisdiction.

#### 3. JOINT COMMAND AND SUPERVISION OF FIRE DISTRICTS

- A. The Parties' Fire Chiefs, and/or his/her authorized designees or successors shall establish written protocols for joint or unified command including the shared supervision and incident command of emergency personnel and resources by the Parties chief officers and/or captains. Such protocols may include, but are not limited to, a provision for the assignment of shift supervision and the assignment of incident command responsibilities to establish joint supervisorial resources between the Parties.
- B. The Parties officers serving in the capacity of joint or unified command, including assigned supervision of another Party's employees, shall be entitled to exercise the power and authority as if such officer was an officer employed by all Parties, except as to discipline, as defined below in subsection (C), which shall be exclusively administered by the employing agency. The Parties' officers serving in the capacity of joint or unified command shall also be entitled to the immunities set forth in state and/or federal law for all decisions and actions taken while serving in such capacity.
- C. For the purposes of this JOA, discipline is defined as a formal or adverse action resulting in a punitive punishment (e.g., written reprimand, suspension without pay, demotion, reduction of pay or dismissal) for an employee. Officers may, subject to the policies of and at the discretion of, the Fire Chief of the employing agency, conduct investigations on behalf of that agency, to include a finding of the facts. Discipline, as herein defined, shall only be administered by the employing agency pursuant to its policies and procedures.

#### 4. COMMON OPERATIONS TRAINING, STANDARDS GUIDES AND STANDARD EVOLUTIONS

A. The Parties' Fire Chiefs, and/or his/her authorized designees or successors shall develop, maintain, and periodically update a written common set of Standard Policies, Operating Guides, Standard Evolutions and Operating Training Standards. These common processes shall be universally implemented by all uniformed members of each Party.

#### 5. JOINT USE OF PERSONNEL

- A. The Parties shall mutually, upon request of another Party to this JOA, and subject to availability of appropriate personnel, assign firefighters to staff the fire stations and/or equipment of the other Party. Firefighters staffing such request shall respond equipment of the other Party to incidents as may occur, in the same manner as if the station and equipment were staffed by the requesting Parties' personnel. During times when personnel are so assigned, they shall be under the control and direction of the requesting Party.
- B. A Party's Fire Chief or his/her designee may accept a request to provide a Strike Team. At no time will staffing within the Parties jurisdictions be compromised for Strike Team assignments. Strike Team responses may include co-staffing from the Parties.
- C. Each Party shall procure and maintain for the duration of the JOA, workers' compensation insurance or self-insurance, in compliance with Section 8 below, covering that Party's' employees/personnel. At no time shall any Party be responsible for obtaining workers' compensation insurance for another Party's employee, and shall therefore not be subject to civil, criminal, or other penalties for failure to obtain workers' compensation coverage in the event of injury or illness to another Party's employee suffered in the course of providing services under this JOA.
- D. A requesting Party shall be responsible for reimbursing the Party providing any personnel the cost of such personnel, including without limitation, wages and related benefits including workers compensation insurance and employee taxes. For Strike Team requests, the requesting Party shall be responsible for requesting payment that accounts for all costs for the assignment of personnel within sixty (60) days following the termination of the use of those personnel. The requesting Party shall make payment to the other Party within a reasonable period of time from receipt of the request for payment. For all other requests, the Party providing personnel shall invoice the requesting Party within forty-five (45) days following the termination of the use of those personnel and payment by the requesting Party shall be presented for payment within forty-five (45) days of receipt of invoice.

#### 6. AREAS OF COOPERATION INVOLVING LESS THAN THE ENTIRE MEMBERSHIP OF THE JOA

A. Nothing in this JOA shall preclude the Parties from entering into separate contracts or subagreements in furtherance of this agreement or adopting policies or protocols outside of this agreement. Such policies or protocols, or contracts or sub-agreement shall not be detrimental to the JOA or any Party to the JOA and, may include but not be limited to: public and firefighter safety; training; fire prevention; public education; equipment standardization; joint use of facilities; or equipment or provision or cost sharing of operations; administrative or management services; or other administrative or support staff.

#### 7. INDEMNITY

A. Each party shall indemnify, defend, protect, and hold harmless the other party and its officers, employees, agents, and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness, consultant, and litigation fees) to the extent caused by any negligent or willful act or omission of the indemnifying party or any of its officers, employees, agents or volunteers.

B. To the extent any liability, losses, claims, damages, expenses, and costs covered by this provision arise from a joint or unified command scenario, the party exercising greater control during the incident giving rise to liability (generally, the party in command) shall have responsibility for providing indemnity and defense under this provision, excepting only matters in which the liability at issue is alleged to arise from the negligent or willful act or omission of the other party or any of its officers, employees, agents or volunteers.

#### 8. INSURANCE

A. As a material condition of this JOA, all parties shall maintain insurance or lawful self-insurance meeting the following standards. Evidence of such coverage shall be provided promptly upon request of another Party to this JOA:

#### WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

- 1. Workers' Compensation coverage with a statutory limit as required by the Labor Code of the State of California.
- 2. Employers Liability with limits of \$1,000,000 per accident.
- 3. Thirty (30) days' prior written notice of cancellation or material change must be provided to other parties of this JOA.
- 4. The coverage shall provide a Waiver of Subrogation endorsement in favor of the other parties, their officers, officials, employees, agents, and volunteers for losses arising from work performed under this JOA.

#### **GENERAL LIABILITY**

- 1. Commercial General Liability Coverage no less broad than ISO form CG 00 01.
- 2. Minimum Limits; \$5,000,000 per Occurrence; \$10,000,000 General Aggregate.
- 3. Each Party and its officers, agents, employees and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other Party.
- 4. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- 5. The coverage provided to each Party and its officers, agents, employees and volunteers as an additional insured must be primary and non-contributary with respect to any insurance or self-insurance program maintained by the other Party.
- 6. Thirty (30) days' prior written notice of cancellation or material change must be provided to the other parties of this JOA.

#### VEHICLE LIABILITY

- 1. Minimum Limit: \$1,000,000 combined single limit per accident.
- 2. Coverage must apply to all owned, hired and non-owned vehicles.
- 3. Each Party and its officers, agents, employee and volunteers must be endorsed as an additional insured for the liability arising out of ongoing operations by or on behalf of the other Party, or copies of the applicable coverage language effecting the coverage required by this clause.
- 4. The coverage provided to each Party and its officers, agents, employees, and volunteers as an additional insured must be primary and noncontributory with respect to any insurance or self-insurance program maintained by the other Party.
- 5. Thirty (30) days prior written notice of cancellation or material change must be provided other

parties to this JOA.

#### 9. ADDITIONAL PARTIES

A. Other Yolo County fire agencies may make a written request to the existing JOA Parties to become a party to the JOA. The request shall indicate a commitment to the intent of the JOA and all its provisions and shall be executed by modification or amendment of this JOA, approved and executed by all Parties.

#### 10. TERM OF THIS JOA

A. The term of this JOA shall commence once all named parties have executed this JOA and shall remain in effect unless terminated by the mutual written consent of all Parties.

#### 11. WITHDRAWAL OR TERMINATION FROM THE JOA

A. A Party to this JOA may withdraw from the JOA without penalty with one hundred and eighty days written notice to the other Parties. The withdrawing Party shall perform all obligations under this JOA until the noticed date of withdrawal

#### 12. RELATIONSHIP OF PARTIES

- A. The Parties agree that by this JOA they do not intend to provide for the creation of an agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.
- B. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this JOA. No Party shall be under the control of or shall be deemed to control any other Party or the Parties collectively. No Party shall be the agent of or have the right or power to bind any other Party without such Party's express written consent, except as expressly provided in this JOA.

#### 13. NO THIRD-PARTY BENEFICIARIES

A. This JOA shall not be construed to create any third-party beneficiaries and is for the sole benefit of the Parties and shall not be construed as granting rights to any person other than the Parties or imposing obligations on any person other than another Parties.

#### 14. GOOD FAITH

A. Subject to the right of a Party to withdraw or terminate its membership in the JOA, each Party shall use its best efforts and work wholeheartedly and in good faith to implement the JOA and satisfactorily perform the terms and provisions contained herein. The Parties understand that not doing so will impede the ability to provide effective joint delivery of service.

#### 15. COUNTERPART EXECUTION.

A. This JOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 16. INVALIDITY OF ANY TERM NOT TO INVALIDATE THE ENTIRE JOA

A. In the event that any of the terms, covenants or conditions of this JOA or the application of any such term, covenant or condition shall be held invalid as to any Party, person or circumstance by any court of competent jurisdiction, all other terms, covenants or conditions this JOA and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this JOA.

#### 17. NOTICES

A. All notices required in this JOA shall be in writing and shall be sent via electronic mail and United States mail, postage prepaid, addressed to the Fire Chiefs of all Parties.

#### **18. GOVERNING LAWS**

A. Except as otherwise required by law, this JOA shall be interpreted, governed by, and construed under the laws of the State of California.

#### 19. COVENANT OF FURTHER ASSURANCES

A. The Parties agree that subsequent to the execution and delivery of this JOA, and without any additional consideration, they shall perform such further acts and shall execute such additional documents as are reasonably necessary and appropriate to fulfill the intent of the parties under this JOA and to affect any necessary corrections thereto (as may be requested from time to time).

#### 20. MODIFICATION OF AGREEMENT

**A.** This JOA may be modified or amended only by a subsequent written agreement approved and executed by all Parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

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24901 County Road 95, Davis, CA 95616

(530) 756-0212

#### MINUTES - STANDING COMMITTEE - LILLARD HALL May 12, 2022 @ 4:00 PM

Held: Lillard Hall 24901 County Rd 95 Davis, CA 95616

1) Call the Meeting to Order

Meeting was called to order by Commissioner Amy at 4:00 pm.

Present: Commissioner Emily Amy

Hall Manager Brenda Gonzalez Retired Commissioner Charles Hjerpe

BC Eric Wilson

2) Public Comment

None

- 3) Discussion / Action Hall Cleanliness
  - a) Letter **regarding** cleanliness of the hall after dog sessions.
  - b) Photo from AC Stiles

Commissioner Amy brought up an email sent from Firefighter Lee to Hall Manager Gonzalez regarding the cleanliness of the Hall following the recurring weekly meeting rentals for dog training classes. Hall Manger acknowledged the email and had a conversation with Jeanie Kiefer and let her know of the concerns listed in the email. Renter acknowledged to do a better job cleaning after her classes.

Commissioner Amy wanted to know if the renter had a deposit. Hall Manager Gonzalez said they do not because they are considered a meeting. Hall Manger Gonzalez presented to Commissioner Amy the current Agreement that Jeanie Kiefer has signed with the Hall. Pursuant to the Agreement, a "Meeting" is considered to be about 2 hours; the reservation in question is from 5:00 – 9:00 pm (4 hours).

It was discussed whether there should be animal restrictions inside the building, but there was not a strong opinion of the group. Language would need to be added into the Agreement if animals were to be prohibited.

Hall Manager Gonzalez expressed her concerns with the flat \$50 Meeting fee and agreed that it needs to be better clarified.

Commissioner Amy suggested making changes to the current Agreement.

Proposal to Board: Alter Hall Agreement language to set the Meeting rate for a 2-hour block at \$50 and add an option to reserve an additional 2-hour Meeting block for an additional \$50 fee if approved by the Hall Manager.

4) Discussion / Action - Complaint Regarding Expired Fire Extinguisher

BC Wilson reported that both fire extinguishers have been serviced and placed in correct locations. BC Wilson also reported that while he was dealing with the issue of the Fire Extinguishers, he noticed that the hall did not have any smoke/CO2 detectors and installed 6 detectors in the hall including one in each bathroom.

BC Wilson also reported to the committee that the fire extinguishers will be entered into the station's monthly logs and will be visually checked monthly. BC Wilson also suggested the Hall Manager be equipped with a monthly check list to make sure other safety issues are being checked on a regular basis. Hall Manager Gonzalez agreed to a checklist.

#### 5) Discussion / Action - Documents About the Hall for Commission Meetings

Commissioner Amy suggested more clear reporting (income expense or profit and loss formats) on the Lillard Hall monthly accounting reporting; there have been requests for the bank balance and expenses.

Hall Manager Gonzalez explained she accessed the last report from the google website, since then has been working from her laptop. She showed to the committee how she has been keeping track of expenses, deposits and reservations on spreadsheets. Hall Manager Gonzalez also showed the committee how she compiles her monthly reporting to the Board. At this time Hall Manager Gonzalez does not have access to "BOX" (new online location) to store the spreadsheet so everyone has real time access to the documents.

Commissioner Amy suggested adding the bank balance from the last statement, then showing the bank activity (deposits/checks) to show the current balance. Commissioner Amy will walk the Board through the current spread sheet format at the next Board meeting.

#### 6) Discussion / Action - Time Cards

Commissioner Amy stressed the importance of turning in timesheets no later than Monday by noon after the end of the pay period.

Commissioner Amy equipped Hall Manager Gonzalez with a year calendar showing the end of pay periods and when timesheets need to be turned in by.

Hall Manager agreed and will be ensuring that timesheets are sent on time to BC Wilson.

#### 7) Discussion / Action - Reimbursement of Salary and PGE

Commissioner Amy expressed concern and importance about timeliness of paying invoices. Hall Manager Gonzalez has checks for Salary and PGE reimbursement and needs to get them signed by President McMullen. She will also write check for Recology and get it signed at the same time.

The most recent statement from Recology was scanned and emailed to the Hall Manager. This was the first she had received in several months and the first one emailed. This process works well. Need to confirm with Department staff their procedure for forwarding Hall invoices. Previously they have been left in her box at the Station, but, since some have not been received, perhaps the scanning and emailing is a better tracking method.

The current signers on the Hall account are President McMullen and Commissioner Yeager. The Hall Manager will check with the bank next time she is there to see how to add a new signatory to the account.

#### 8) Open Forum

Commissioner Amy ask for a confirmation that inquiries are being responded to by Hall Manager. Hall Manager Gonzalez indicated yes, though one that she was playing phone tag with did call the Station. The inquires have been about 50/50 phone vs email.

Retired Commissioner Hjerpe asked how the website was working? Hall manager Gonzalez thought it was working well. She does not know who has seen the website vs who contacts her because of referrals or the sign on the building. She indicated she is keeping the reservation calendar on the website current so when people view the calendar they can determine availability.

Minutes – Standing Committee – Lillard Hall May 12, 2022 Page 3

9) Calendar

Commissioner Emily Amy

- a) The next Lillard Hall Committee meeting to be determined as necessary None scheduled at this time.
- 10) Adjourn

  Meeting adjourned at 5:00 PM by Commissioner Amy.

  Approved \_\_\_\_\_\_

Finalized by Interim Clerk Rita



24901 County Road 95, Davis, CA 95616

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# MINUTES AD HOC COMMITTEE – INSPECTION FEES May 3, 2022 at 4:00 PM

Held In Person Lillard Hall 24905 County Road 95 Davis, CA 95616

#### 1. Call the Meeting to Order (Chair Yeager)

Called to order at 4:05 PM by Commissioner Amy.

Present were: Commissioner Amy

Assistant Fire Chief Stiles

#### 2. Public Comment

**NONE** 

#### 3. Review and Analysis (All)

#### a. Fees Charged by Other Districts (BC Wilson)

Reviewed and discussed fees charged by other districts. City of Woodland and an undetermined district, fees structures were included in meeting packet provided by BC Wilson, who was not present. Commissioner Amy brought fee chart used by City of Davis. A wide range of variables on fees were included; fee for inspections (\$32 - \$383) based on size and type of inspection, including subsequent inspections.

#### b. Business Licenses in District (BC Wilson)

Discussed and listed businesses currently inspected by West Plainfield Fire Department personnel: Sacred Oaks (inspection fees part of service agreement), Windmill Feed, Skydance, Davis Flight Support, Yolo Sportsman's, Plainfield Station (receives citations and follow up inspections result in subsequent citations, no enforcement to citations, issues are not resolved), Fairfield School, Jehovah's Witness Church, Canine Academy/29 Palms Pet Resort/Rott's of Friends.

Possible additional businesses in the District were discussed/considered: Carolyn Pfanner's event venue, Glide Ranch event venue and Pierce Ranch offices, Pine Trails, Russel Ranch stables, 4-6 additional horse facilities, farm stands such as Impossible Acres and Jacob Mini Farm, Commercial hangers at airport (prior problems with access).

Minutes – Ad Hoc Committee – Lillard Hall March 15, 2022 Page 2

> Question – Is a County business license required to gain access to inspect? Commissioner Amy will research types of business required to have County business license.

#### c. Staff Time and Other Costs Associated with Inspections

This item was not discussed at this meeting.

#### **Discussion / Action on How to Proceed** 4.

a. Plan of Action

**Other Concerns** 

NONE

5.

b. Recommendations to Board

Discussed recommendation to Board:

- recommend initial annual inspection is no charge, subsequent inspections are \$150 per inspection.
- Notice of fire prevention/safety inspection with date/time mailed, including a checklist of routine inspection items and fee structure.
- Contact the Fire Department to reschedule if not available on date scheduled for inspection.
- Ask Chief Rita to write up in appropriate form for the Board.

6.	Meeting Adjourned (Chair Yeage Meeting adjourned by Commission	•
Com	nmissioner Amy	Recorded by Commissioner Amy

# **Battalion Chief Report**



Date: May 17, 2022

Eric L. Wilson, Battalion Chief

#### Calls for Service (04/17/2022-05/13/2022) 14 responses

#### **Significant Responses**

05/3/2022 Russell Blvd/CR 93a – Vehicle Accident

05/3/2022 County Rd 14/County Rd 86 - Mutual Aid Vegetation Fire

05/09/22 Russell Blvd. - Out of Control Burn

#### Weed Abatement

- BC Wilson met on May 10 with Dawn Koranda, who is Yolo County's new Code Enforcement Officer. The meeting was requested by B/C Wilson to establish a relationship regarding our weed abatement program. We reviewed our program, and she was impressed with the comprehensiveness of the program. If we have any properties that remain in non-compliance after a second notice, she advised that if we include her at that time, she will be able to assist us on the next steps towards receiving compliance.
- Firefighter's Lee and Wiler began performing inspection of each parcel in the
  District last week in regard to our Weed Abatement Ordinance. The completed a
  little less than half of the parcels in the District and will continue to finish the
  remaining Parcels this week.

#### **Volunteers**

No applications during this period.

#### Admin Matters

- We applied and were approved by Yolo County Emergency Medical Services
  (YEMSA) to be an approved Continuing Education (CE) Provider. This will allow
  us to provide CE hours for certification renewal for our members when they
  renew their EMT Licenses.
- Live Scans I spoke with DOJ last week and they informed me that the FBI had an issue with some language in the draft resolution which I changed and resubmitted and hope to hear back soon.
- Fire Extinguishers were serviced this month and combination smoke/CO detectors were installed in the hall and additionally in the station.

#### Sacred Oaks

- Monthly billing was submitted at beginning of May for our contracted monitoring service.
- As of Saturday May 14, 2022, we are waiting to hear back from Sacred Oaks regarding dates to provide mandated fire extinguisher training for their staff
- Sacred Oaks plans to begin accepting patients the end of June.

#### Airport

Nothing to report

#### Personnel

 Anthony Brown, who interviewed for an anticipated vacancy for Fire Officer and accepted our offer for a position in the interim as a relief firefighter has been in contact and he remains interested in both positions, however a staffing shortage at his current employer is hindering his ability to start and be trained as a Relief Firefighter.



24901 County Road 95, Davis, CA 95616

(530) 756-0212

May 17, 2022

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 paymnent the bills listed below:

ATT (CalNet)	43.87
ATT (FirstNet)	201.20
Clark Pest Control	116.00
Dignity Health	127.00
LEAF	129.76
Municipal Emergency Services	1,604.04
PGE	702.94
Quill	251.05
Recology	375.22
River City Fire Equipment	96.50
US Bank	1,221.34
Wizix	39.87

Total: \$4,908.79



24901 County Road 95, Davis, CA 95616

(530) 756-0212

#### MINUTES - BOARD OF COMMISSIONERS - REGULAR MEETING April 19, 2022 at 7:00 PM

Held In Person Lillard Hall 24905 County Road 95 Davis, CA 95616

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

President McMullen called the meeting to order at 1901 hours. Interim Clerk Rita called

roll. Present were:

Commissioners: James McMullen, Jim Yeager, Richard Guarino, Emily Amy
Staff: Fire Chief Cherie Rita, BC Eric Wilson, AC Dave Stiles, Fire Lt.

Patrick Fish, and Firefighter/Association President Jon Lee

Absent: Commissioner Hierpe

#### 2. Public Comment

None.

#### 3. Old Business

#### a. Weed Abatement (BC Wilson)

#### i. Update

BC Wilson reported that he is meeting with Firefighter Jon Lee tomorrow and inspections should then start within the week. BC Wilson also indicated that he was going to be setting up a meeting with the Code Enforcement Officer for Yolo County soon.

Commissioner McMullen asked how we would be getting "eyes" on the back of a property. BC Wilson indicated the easiest way would be to ask permission. Commissioner Yeager asked if we gave the property owner any paperwork. BC Wilson indicated we have burn pamphlets and the Chief's letter we could hand out.

#### ii. Discussion / Action - 2023 Mailing

BC Wilson indicated he was working on a new postcard (or letter if that is the way the Board finally proceeds). Regarding the 2022 mailing, there had been a miscommunication regarding process. BC Wilson will bring estimated costs of mailing postcards versus letters to the next Board meeting. This matter will stay on the agenda for now.

#### b. Update - Yolo County Fire Sustainability Committee (AC Stiles)

AC Stiles reported that the Yolo County Fire Sustainability Committee was pretty much on hold until the MSR studies are done and perhaps even until the 218 study was completed. AC Stiles hopes, however, that some monies will be available for

specific projects.

#### c. Update – Resolution re Criminal History Access (DOJ/FBI) (Chief Rita)

BC Wilson reported that the process is to file an application (which we have done), wait for approval, propose revisions to the resolution, and get approval. He indicated the approvals of the application can take up to 4-6 months. In the meantime, this matter will be taken off the agenda.

## d. Update - Draft Joint Operations Agreement with Willow Oak Fire Protection District (Chief Rita)

Chief Rita reported that YCPARMA has raised an issue with the indemnity clause language. County Counsel is working with YCPARMIA to come to a resolution. The hope is to have the final document ready for review and approval at the next Board meeting.

#### 4. Lillard Hall

#### a. Manager Report (Hall Manager Gonzalez)

Commissioner Amy reported that she has not yet had a chance to meet with Hall Manager Gonzalez in her new role as Chair of the Lillard Hall Committee. By consensus it was agreed that the Hall Manager needed to present a more complete report to the Board each month, not just the spreadsheet she's been providing; in particular: financial information.

#### 5. New Business

#### a. Discussion / Action - Volunteer Applications (BC Wilson)

There were no applications to present to the Board.

#### b. Discussion / Action - Standing Committees - Reports

- i. Budget and Benefits Committee Yeager, Guarino
  - 1. Discussion / Action Approve April 4, 2022, meeting minutes

Motion: Approve April 4, 2022 minutes as presented

By: Yeager Second: Guarino Discussion: None

Vote: Abstain: Amy; Yes: McMullen, Yeager, Guarino

Passed.

## 2. Discussion / Action – Adopt Changes to Vacation, Sick Leave and Holiday Pay and Accruals as set forth in April 4, 2022, minutes

Because of the complexity of the item, it was decided to take each leave type (vacation, sick, holiday) one at a time; starting with holiday leave.

The Board members reviewed the neighboring district's policies that had been presented, asking questions about our current policy of 8 holidays and how they are currently taken. BC Wilson and Chief Rita replied. The Board also considered the financial impact of such changes.

Motion: To adopt the following policy re holiday leave (as

recommended by the Committee):

- 56-hour employee paid 6 hours per month (72 hours year, or 3 holidays)

- 20-hour employee receives holiday off with 5 hours pay

By: Guarino Second: Amy

Discussion: No additional

Vote: Yes: McMullen, Yeager, Guarino, and Amy

Passed.

The Board members reviewed the neighboring district's policies that had been presented, asking questions about our current policy. BC Wilson and Chief Rita replied. The Board also considered the financial impact of such changes.

Motion: To adopt the following policy re vacation leave, accrual, and use:

- 56-hour employees accrue as follows:

Years 0 - 3
 Years 4 - 8
 Years 9 Shifts (144 hr/yr @ 12 hr/mo)
 Hor/mo (192 hr/yr @ 16 hr/mo)
 Years 9 Shifts (192 hr/yr @ 20 hr/mo)

Caps as follows:

Years 0 – 3
 Years 4 – 8
 Years 9 480 hours

- 20-hour employees accrue as follows: 4 hr/mo, with 96-hour cap
- Accrual begins at start date; use, not until month 7
- Unused vacation leave shall be paid out at end of employment

By: Amy
Second: Yeager
Discussion: No additional

Vote: Yes: McMullen, Yeager, Guarino, and Amy

Passed.

The Board members reviewed the neighboring district's policies that had been presented, asking questions about our current policy. BC Wilson and Chief Rita replied. The Board also considered the financial impact of such changes. There was much discussion about what the accrual rate should be.

Motion: To adopt the following policy re sick leave and accrual:

- 56-hour employees accrue at 11.2 hours per month (134.4 hours year), with a 1,344 hour cap
- 20-hour employees accrue at 4 hours month (48 hours year), with a 480 hour cap
- Accrual begins at start date
- Unused sick leave shall not be paid out at end of employment

By: Amy
Second: Guarino
Discussion: No additional
Roll Call: McMullen: Yes

Yeager: Yes Guarino: Yes Amy: Yes

Passed.

#### ii. Personnel Committee – Hjerpe, Yeager

No meeting; no report.

#### iii. District Funding and Development Committee - Guarino, Amy

No meeting; no report.

#### iv. Lillard Hall Committee - Amy, Hjerpe

No meeting; no report.

#### c. Discussion / Action – Ad Hoc Committee Reports

#### i. LAFCO - Guarino, Yeager

No meeting; no report.

#### ii. Solar - Guarino, Hjerpe

No meeting; no report.

#### iii. Landscaping - Yeager, Guarino

#### 1. Discussion / Action – Adopt Landscape Plan

Commissioner Yeager gave a brief recap of the meeting, as presented in the draft minutes. After some discussion and because the amount to make the proposed landscape changes was less than \$500, it was **agreed by consensus** to proceed with the landscape plan recommended by the committee members: soil preparation to be done in-house, with seeding of Bermuda grass to take place in Winter 2022, and to forego installation of a sprinkler system right now and use an inline garden hose timer to control water use. AC Stiles will work with BC Beoshanz to prepare the soil for planting, in the Fall.

#### 2. Discussion / Action – Approve April 14, 2022, meeting minutes

Motion: Approve April 14, 2022 minutes as presented

By: Yeager Second: Guarino Discussion: None

Vote: Abstain: Amy; Yes: McMullen, Yeager, Guarino

Passed.

#### iv. Inspection Fees - Yeager, Amy

No meeting; no report. Commissioner Yeager indicated that a meeting is

scheduled for May.

### v. West Plainfield and Willow Oak Fire JOA – Guarino, McMullen

Nothing additional to report.

#### d. Discussion / Action – Liaison Reports

#### Fire Prevention / Investigation – McMullen Nothing to report.

#### ii. Training - Yeager

Nothing to report.

#### iii. Large Equipment / Facilities - McMullen

Commissioner McMullen had nothing to report.

Chief Rita asked BC Wilson to report on the switch from Ferrellgas (propane) to InterState Oil (propane, and they already are our vendor for fuel). BC Wilson reported that he was in the process of receiving, reviewing, and signing a contract to switch our propane to InterState Oil for savings in tank rental fee, other fees and taxes, and the cost of propane. At the same time, InterState Oil will be replacing our current tank and delivery system for fuel to an electronic one, mounted closer to the ground. BC Wilson confirmed that, due to the size of the fuel tank, we would not need to have a containment field around and under the new fuel tank.

#### iv. IHS - McMullen

Chief Rita referred everyone to the Memo regarding the ad hoc committee meeting with Sacred Oaks representatives. It appears that Sacred Oaks will have its first residents (Commissioner McMullen pointed out this was the preferred term for the persons that will be receiving care at Sacred Oaks) on June 27, 2022.

No one had any information about when a dedication might take place. Staff will keep the Board informed as information becomes available.

BC Wilson will work with Commissioner McMullen to obtain the training West Plainfield Fire staff need to continue to perform the quarterly and other inspections at Sacred Oaks.

#### 6. Fire Chief's Report (Chief Rita)

Chief Rita reported that she had nothing else to report that had not already been covered.

#### 7. Battalion Chief's Report (BC Wilson)

Nothing additional.

#### 8. Fire Fighter's Association Report (Jon Lee)

Association President Lee reported that the Association had a fair turnout for the first Flea Market, with about 50% residents with tables. He indicated that he plans to hold another Flea Market in the Fall. The plan for that one is expand the food options, maybe letting 4-H

have a fundraiser selling snacks and water. This next Flea Market would also have a volunteer firefighter recruitment component and be more widely advertised.

Association President Lee also brought to the Board's attention an email he had provided to the Hall Manager earlier that month. The email contained a picture of a pile or dog hair and other debris he had to clean up before he could use the Hall for the event.

#### 9. Clerk's Report (Interim Clerk Rita)

Interim Clerk Rita reported that she had been in touch with the clerk at Willow Oak Fire and that individual was (1) not interested in taking on more work and (2) not planning to retire anytime soon. So, will be moving forward with posting job.

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

Motion: Approve February 15, 2022 minutes as presented

By: Guarino Second: Yeager Discussion: None

Vote: Yes: McMullen, Yeager, Guarino, Amy

Passed.

#### b. Approval of Prior Board Meeting Minutes (Interim Clerk Rita)

i. Regular Meeting - February 15, 2022

Motion: Approve February 15, 2022 minutes as presented

By: Guarino
Second: Yeager
Discussion: None

Vote: Abstain: Amy; Yes: McMullen, Yeager, Guarino

Passed.

#### ii. Regular Meeting - March 15, 2022

Motion: Approve March 15, 2022 minutes as presented

By: Yeager Second: Amy Discussion: None

Vote: Yes: McMullen, Yeager, Guarino, Amy

Passed.

#### 10. Open Forum

Nothing.

# 11. Next regular Board meeting on May 17, 2022, unless another date is agreed upon Next regular Board meeting confirmed for May 17, 2022.

Minutes – Board Meeting – Regular April 19, 2022 Page 7

#### 12. Meeting Adjourned (President McMullen)

Motion: To Adjourn
By: Guarino
Second: Amy
Discussion: None

Vote: Yes: McMullen, Yeager, Guarino, Amy

Passed.

Meeting adjourned at 2052 hours.

Minutes approved	<u>.</u>
President James McMullen	Interim Board Clerk Cherie Rita