



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

---

**BOARD OF COMMISSIONERS – REGULAR MEETING  
JUNE 20, 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)
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
      1. Discussion / Action – Adopt Resolution No. 23-05 (A Resolution Establishing and Implementing A Program to Charge Mitigation Rates For The Deployment Of Emergency And Non-Emergency Services By The Fire Department For Services Provided/Rendered By/For The West Plainfield Fire Department)
      2. Discussion / Action – Approve Contract with Fire Recovery USA LLC for Cost Reimbursement Billing for Provision of Certain Services
      3. Approval of May 19, 2023, Committee Meeting Minutes
    - iii. Lillard Hall Committee – **Amy**, Roos
    - iv. Budget and Benefits Committee – **Stiles**, Roos
      1. Discussion / Action – Approve a \$400.00 Monthly Contribution to QSEHRA for Each Full-time Employee

2. Discussion / Action – Approve Contract with Take Command for Administration of QSEHRA Contributions to Full-Time Employees
      3. Discussion / Action – Adopt 2023-2024 Budget
      4. Approval of June 7, 2023, Committee Meeting Minutes
    - 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
    - e. Discussion / Action – Policies and Procedures Updates (Chief Rita)
  6. Fire Chief’s Report (Chief Rita)
  7. Fire Fighter’s Association Report (President Jon Lee)
  8. Clerk’s Report (Chief Rita)
    - a. Discussion / Action – West Plainfield Fire Protection District Bill Review / Approval
    - b. Discussion / Action – Authorize Board Clerk and Fire Chief to Send LEAF invoices to the County for Payment Between Board Meetings
    - c. Approval of May 16, 2023, Regular Board Meeting Minutes
  9. Open Forum
  10. Next regular Board meeting on July 18, 2023, unless another date is agreed upon
  11. Meeting Adjourned (President McMullen)

## LILLARD HALL - REPORT - RENTALS

Date(s)	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	Meeting	WPPFD Resident	No			Yes	800				Yes		No	
01/12/23	Dog Training	Other	No			Yes	200	08/25/22			Yes		No	
01/18/23	Dog Training	Other	No			N / A					N / A		Yes	
Community Meeting														
01/18/23	Flooding	Meeting	No	100		Waived					No		No	
01/19/23	Dog Training	Other	No			N / A					N / A		No	
01/24/23	Dog Training	Other	No			N / A					N / A		No	
01/26/23	Dog Training	Other	No			N / A					N / A		No	
01/31/23	Dog Training	Other	No			N / A					N / A		No	
02/01/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/02/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/08/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/09/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/14/23	Meeting	WPPFD Resident	No			N / A					N / A		No	
02/15/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/16/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/22/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
02/23/23	Dog Training	Other	No		01/31/23	N / A					N / A		No	
03/01/23	Dog Training	Other	No			N / A					N / A		No	
03/02/23	Dog Training	Other	No			N / A					N / A		No	
03/04/23	Fundraiser Dinner	Other	No			No		01/19/23	03/13/23	800	Yes	02/28/23	Yes	
03/05/23	Fundraiser Breakfast	WPPFD Personnel	No			Waived					No		No	
03/08/23	Dog Training	Other	No			N / A					N / A		No	
03/09/23	Dog Training	Other	No			N / A					N / A		No	
03/14/23	Meeting	WPPFD Resident	No			N / A					N / A		No	
03/15/23	Dog Training	Other	No			N / A					N / A		No	
03/16/23	Dog Training	Other	No			N / A					N / A		No	
03/22/23	Dog Training	Other	No			N / A					N / A		No	
03/23/23	Dog Training	Other	No			N / A					N / A		No	
Community Meeting														
03/23/23	Flooding	Meeting	Yes	50		Waived					No		No	
03/29/23	Dog Training	Other	No			N / A					No		No	
04/01/23	CE Workshop	Other	No		09/22/22	No		09/22/22			Yes	On File	No	
04/02/23	CE Workshop	Other	No		09/22/22	No						On File	No	
04/06/23	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/11/23	Meeting	WPPFD Resident	No			No					N / A		No	

### LILLARD HALL - REPORT - RENTALS

Date(s)	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
04/12/23	Driver Operator Class		N / A			N / A								
04/15/23	Driver Operator Class		N / A			N / A								
04/16/23	Driver Operator Class		N / A			N / A								
04/19/23	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/20/23	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/22/23	Fundraiser Flea Market	WPFPD Personnel	N / A			N / A								
04/26/23	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/27/23	Dog Training	Other	No		03/22/23	N / A					N / A		No	
04/28/23	Fundraiser Dinner	WPFPD Resident	No			No		04/10/23	05/08/23		Yes		Yes	
05/02/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/03/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/04/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/09/23	Meeting	WPFPD Resident	No			N / A					N / A		No	
05/10/23	Driver Operator Class		N / A			N / A								
05/11/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/17/23	Driver Operator Class		N / A			N / A								
05/18/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/20/23	Driver Operator Class		N / A			N / A								
05/21/23	Driver Operator Class		N / A			N / A								
05/24/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/25/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
05/31/23	Dog Training	Other	No		04/10/23	N / A					N / A		No	
06/13/23	Meeting	WPFPD Resident	No			No					N / A		No	
07/05/23	Dog Training	Other												
07/06/23	Dog Training	Other												
07/11/23	Meeting	WPFPD Resident	No			No					N / A		No	
07/12/23	Dog Training	Other												
07/13/23	Dog Training	Other												
07/19/23	Dog Training	Other												
07/20/23	Dog Training	Other												
07/26/23	Dog Training	Other												
07/27/23	Dog Training	Other												
08/08/23	Meeting	WPFPD Resident	No			No					N / A		No	
09/12/23	Meeting	WPFPD Resident	No			No					N / A		No	
09/23/23	Quinceanera	Other	Yes	800		No		09/21/22			Yes		Yes	
10/10/23	Meeting	WPFPD Resident	No			No					N / A		No	
11/14/23	Meeting	WPFPD Resident	No			No					N / A		No	
12/12/23	Meeting	WPFPD Resident	No			No					N / A		No	

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		
01/19/23		3.00		16,928.06	BofA		Check image service fee
01/19/23	631	101.24		16,826.82	CalNet - Winters		Internet - Feb 2023
02/10/23	632	390.03		16,436.79	Recology		Garbage - 01/31/23
02/10/23	633	120.42		16,316.37	West Plainfield FPD		Invoice(s): PGE 01/26/23
			1,600.00	17,916.37	Deposit	Keifer and Fly Fishers	Rental and Security Deposit
02/12/23	634			17,916.37	VOIDED		VOIDED CHECK
02/12/23	635	101.24		17,815.13	CalNet - Winters		Internet - Mar 2023
02/21/23	636	104.06		17,711.07	West Plainfield FPD		Invoice(s): PGE 02/16/23
03/01/23			600.00	18,311.07	Deposit	Keifer	Rental
03/01/23			150.00	18,461.07	Deposit	Yolo County	Rental
03/07/23			800.00	19,261.07	Deposit	Fly Fishers	Rental
03/13/23	637	800.00		18,461.07	██████████	Fly Fishers	Deposit Refund
03/13/23	638	390.03		18,071.04	Recology Davis		Garbage
03/13/23	639	106.84		17,964.20	██████████		Expense Reimbursement
03/21/23	640	101.24		17,862.96	Cal.net Inc.		Internet
03/24/23	641	122.08		17,740.88	West Plainfield FPD		PG&E Reimbursement
03/24/23	642	258.92		17,481.96	West Plainfield FPD		Hall Manager Compensation 2/12 - 2/25
03/29/23	643	816.60		16,665.36	West Plainfield FPD		Hall Manager Compensation 2/26 - 3/25
04/03/23			500.00	17,165.36		Jennie Keifer	April Rental
04/03/23		6.00		17,159.36	BofA		Service Fees 1/20/23 - 3/21/23
04/03/23	644	800.00		16,359.36	██████████		Deposit Refund
04/03/23	645	800.00		15,559.36	██████████		Deposit Refund - Canceled Event
04/10/23			800.00	16,359.36		Fairfield School	Security Deposit - 4/28 Fundraiser
04/10/23			800.00	17,159.36		Jennie Keifer	Rent - May
04/18/23	646	318.69		16,840.67	West Plainfield FPD		Hall Manager Compensation 3/26 - 4/8
04/18/23	647	101.24		16,739.43	Cal.net Inc.		Internet
04/18/23	648	109.31		16,630.12	West Plainfield FPD		PG&E Reimbursement
04/18/23	649			16,630.12	VOIDED		VOIDED CHECK
04/26/23	650	390.03		16,240.09	Recology Davis		Garbage
04/26/23	651	61.83		16,178.26	██████████		Expense Reimbursement

LILLARD HALL - REPORT - ACCOUNTING

Date	Check #	Payment Amount	Deposit Amount	Balance	Payable To	From	Purpose
04/26/23		3.00		16,175.26	BofA		Service Fees 3/22/23 - 4/18/23
05/08/23	652	395.03		15,780.23	Recology Davis		Garbage
05/08/23	653	800.00		14,980.23	[REDACTED]		Deposit Refund
05/16/23	654	101.24		14,878.99	Cal.net Inc.		Internet
05/16/23	655	637.34		14,241.65	West Plainfield FPD		Hall Manager Compensation 4/9-5/6
05/18/23		3.00		14,238.65	BofA		Service Fee
05/24/23			800.00	15,038.65		Jennie Keifer	Rent - June
06/07/23	656	434.12		14,604.53	West Plainfield FPD		PG&E Reimbursement / Manager Salary



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

---

## **RESOLUTION NO: 23-05**

### **A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE WEST PLAINFIELD FIRE DEPARTMENT**

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

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

WHEREAS, when those responsible party(s) who are not permanent residents of, or property owners in, the West Plainfield Fire Protection District, as well as those permanent residents who illegally start a fire, should be held accountable for their actions; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSINOERS OF THE WEST PLAINFIELD FIRE PROTECTION DISTRICT:**

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

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

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

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

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

**SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this Resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.**

THE ABOVE WAS PASSED:

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

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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



## **EXHIBIT A**

### **MITIGATION RATES BASED ON PER HOUR**

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

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

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$584.00**

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

##### **Level 2 - \$667.00**

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

##### **Level 3 – CAR FIRE - \$813.00**

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

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

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

##### **Creating a Landing Zone - \$537.00**

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

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

## **HAZMAT**

### **Level 1 - \$943.00**

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

### **Level 2 - \$3,369.00**

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

### **Level 3 – \$7,953.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation (performed internally)
- Fire / Hazard Control

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

**NOTE: The fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

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

## **WATER INCIDENTS**

### **Level 1**

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

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

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

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

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

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

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

## **BACK COUNTRY OR SPECIAL RESCUE**

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

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

## **CHIEF RESPONSE**

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

**Billed at \$337 per hour.**

## **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

### **FIRE INVESTIGATION TEAM (brought in) - \$346.00 per hour.**

#### **Includes:**

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

**The claim begins when the Fire Investigator initiates response and is billed for logged time only.**

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

Engine billed at \$538 per hour.

Miscellaneous equipment billed at \$404.

### **MITIGATION RATE NOTES**

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

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

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 2023 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **West Plainfield Fire Department**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

### RECITALS

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

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

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

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

### ARTICLE 1 ENGAGEMENT

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

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

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

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

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

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

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

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

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

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

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

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

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

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

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

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

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

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

## **ARTICLE 5 COMPENSATION OF COMPANY**

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

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

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

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

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

## **ARTICLE 7 CLIENT AUTHORIZATION**

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

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

## **ARTICLE 8 TERMINATION OF AGREEMENT**

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

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

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

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

## **ARTICLE 9 PROPRIETARY RIGHTS**

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

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

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

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

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

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

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

If to the Company to:

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

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

West Plainfield Fire Department  
24901 County Road 95  
Davis, CA 95616

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

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

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

11.8. Arbitration:

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

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

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

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

*Signatures on following page:*

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

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**West Plainfield Fire Department**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **LIST OF COMPANY SERVICES**

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

## EXHIBIT A

### MITIGATION RATES

#### BASED ON PER HOUR

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

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

#### MOTOR VEHICLE INCIDENTS

##### **Level 1 - \$584.00**

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

##### **Level 2 - \$667.00**

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

##### **Level 3 – CAR FIRE - \$813.00**

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

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

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

##### **Creating a Landing Zone - \$537.00**

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

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

products and equipment used.

## **HAZMAT**

### **Level 1 - \$943.00**

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

### **Level 2 - \$3,369.00**

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

### **Level 3 – \$7,953.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

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

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

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

## **ILLEGAL FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during

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

## **WATER INCIDENTS**

### **Level 1**

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

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

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

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

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

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

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



## **BACK COUNTRY OR SPECIAL RESCUE**

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

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

## **CHIEF RESPONSE**

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

**Billed at \$337 per hour.**

## **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

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

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

## **MITIGATION RATE NOTES**

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

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



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

---

**STANDING COMMITTEE – FUNDING & DEVELOPMENT – MINUTES**  
**May 19, 2023 at 1:00 PM**

Held In Person  
West Plainfield Fire  
24901 County Road 95  
Davis, CA 95616

and Via Zoom  
<https://us06web.zoom.us/j/98831083439>

**1. Call the meeting to order (Chair Yeager)**

Meeting called to order at 1:01 PM.

Present:

Committee Members / Commissioners: Jim Yeager and Beth Stiles

Staff: Fire Chief Cherie Rita

**2. Public comment**

NONE

**3. Discussion / Action (All)**

**a. Review Status of Community Outreach**

Discussed the attendance at the prior community meetings and outreach by all since.

**b. Next Steps (All)**

Talked about possible changes to the PowerPoint presentation. Will update the table of rates to remove rates we do not use in our District.

**c. Recommendations to Board**

There were no recommendations for the Board on this matter.

**4. Discussion / Action (All)**

**a. Cost Recovery – Incidents (Presentation by Fire Recovery USA)**

Damian from Fire Recovery USA gave a presentation on the service. Highlights: (i) can invoice only non-residents on all call types, (ii) can integrate with ERS and download call information, (iii) will need to collect insurance information and address on scene, (iv) average accident bills between \$500-

\$600, less the company's 22% collection fee, (v) the company has a 75-80% collection rate, (vi) no upfront costs and not locked into contract.

Chief Rita contacted Chief Klinkhammer, Willow Oak, who indicated they have received \$35,851 since they began using the service in 2017.

**b. Recommendations to Board (All)**

The committee recommends that the District enter into a contract with Fire Recovery USA for reimbursement of incident costs from non-residents.

**5. Open Forum**

Chief Rita gave a brief grant update: applied for turnouts with VFA grant; have submitted invoice for the radio grant and waiting for payment; can't submit invoice for exhaust extraction grant until audit is completed; working on an amendment to the SAFER (reserve program) grant; and looking at further opportunities.

**6. Calendar**

**a. The next Funding and Development Committee meeting to be determined.**

The next meeting is scheduled for July 21, 2023, at 1:00 PM.

**7. Adjourn (Chair Yeager)**

Meeting adjourned at 2:04 PM by Chair Yeager.

---

Jim Yeager, Chair / Commissioner

---

Cherie Rita, Fire Chief / Recorder



YOLO COUNTY AUDITOR-CONTROLLER  
 FIRE DISTRICT BUDGET WORKSHEET - APPROPRIATIONS - SCHEDULE B  
**FISCAL YEAR: 2023 - 2024**  
 DISTRICT NAME: West Plainfield Fire Protection District

Account #	Account Name	2022 - 2023 Appropriation	Actual 05/31/23	Estimated Additional 2022 - 2023	Total Estimated Use	Difference	Appropriations 2023 - 2024
500100	REGULAR EMPLOYEES	205,137	199,664.18	36,138.31	235,802.49		255,650
500110	EXTRA HELP	44,960			0.00		
500120	OVERTIME	4,153	27,752.63	5,023.10	32,775.73		
500130	STANDBY TIME	30,000			0.00		
500160	LEAVE BUYOUT	0			0.00		
500310	RETIREMENT	0			0.00		
500320	OASDI	18,000	14,099.84	2,552.01	16,651.85		16,617
500330	FICA / MEDICARE TAX	4,200	3,297.55	596.84	3,894.39		3,835
500340	HEALTH INSURANCE	0			0.00		
500380	UNEMPLOYMENT INSURANCE	3,000	1,993.40	360.80	2,354.20		2,557
500390	WORKER'S COMPENSATION INSURANCE	30,000	47,872.04	200.00	48,072.04		70,242
500400	OTHER EMPLOYEE BENEFITS	12,000			0.00		14,400
	<b>TOTAL SALARY &amp; BENEFITS</b>	<b>351,450</b>	<b>294,679.64</b>	<b>44,871.06</b>	<b>339,550.70</b>	<b>11,899.30</b>	<b>363,301</b>

DRAFT  
 June 6, 2023

**YOLO COUNTY AUDITOR-CONTROLLER**  
**FIRE DISTRICT BUDGET WORKSHEET - APPROPRIATIONS - SCHEDULE B**  
**FISCAL YEAR: 2023 - 2024**  
**DISTRICT NAME: West Plainfield Fire Protection District**

Account #	Account Name	2022 - 2023 Appropriation	Actual 05/31/23	Estimated Additional 2022 - 2023	Total Estimated Use	Difference	Appropriations 2023 - 2024
501010	CLOTHING & PERSONAL SUPPLIES	20,000	16,543.74	13,000.00	29,543.74		38,496
501020	COMMUNICATIONS	3,600	3,758.11	801.79	4,559.90		4,798
501030	FOOD	223	613.36	100.00	713.36		400
501040	HOUSEHOLD EXPENSE	10,920	6,855.22	1,400.00	8,255.22		6,615
501051	INSURANCE - PUBLIC LIABILITY	6,000			0.00		
501052	INSURANCE - FIRE & EXTENDED	2,000			0.00		
501053	INSURANCE - OTHER	100	9,684.00		9,684.00		12,431
501070	MAINTENANCE - EQUIPMENT	30,000	13,512.85	1,500.00	15,012.85		15,000
501071	MAINTENANCE - BULDGS & IMPROVEMENTS	8,500	3,217.93	500.00	3,717.93		8,500
501080	MEDICAL, DENTAL & LAB SUPPLIES	2,500	458.04	500.00	958.04		1,000
501090	MEMBERSHIPS	2,000	2,487.25	2,000.00	4,487.25		2,250
501100	MISCELLANEOUS	500			0.00		
501102	MISC EXPENSE - CREDIT CARD SVC CHARGES	200	39.64	5.00	44.64		
501110	OFFICE EXPENSE	5,490	3,932.22	300.00	4,232.22		4,500
501111	OFFICE EXPENSE - POSTAGE	500			0.00		500
501112	OFFICE EXPENSE - PRINTING	100	857.18	300.00	1,157.18		600
501151	PROF & SPEC SVC - AUDITING & ACCOUNTING	300		300.00	300.00		200
501152	PROF & SPEC SVC - INFORMATION TECH SERVICES	100	359.88	40.00	399.88		739
501154	PROF & SPCE SVC - FISCAL AGENT FEES	0			0.00		
501155	PROF & SPEC SVC - MEDICAL, DENTAL & LAB	1,000	169.00	200.00	369.00		800
501156	PROF & SPEC SVC - LEGAL SERVICES	500		2,000.00	2,000.00		500
501165	PROF & SPEC SVC - OTHER	500	24.00		24.00		1,700
501169	BOARD MEETING STIPENDS				0.00		
501180	PUBLICATIONS & LEGAL NOTICES	500	995.96		995.96		750
501190	RENTS & LEASES - EQUIPMENT	3,120	1,126.69	120.00	1,246.69		3,000
501191	RENTS & LEASES - BLDGS & IMPROVEMENTS				0.00		
501205	TRAINING	2,000		2,400.00	2,400.00		2,000
501210	MINOR EQUIPMENT	3,000	20,760.66	50.00	20,810.66		3,000
501232	SPEC DEPT EXP - ELECTION SUPPLIES & SERVICES				0.00		
501249	SPEC DEPT EXP - OTHER				0.00		
501250	TRANSPORTATION & TRAVEL				0.00		
501251	TRANSPORTATION & TRAVEL - FUEL	15,000	8,022.29	500.00	8,522.29		10,500
501260	UTILITIES	12,000	9,097.31	1,400.00	10,497.31		12,000
	<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>130,653</b>	<b>102,515.33</b>	<b>27,416.79</b>	<b>129,932.12</b>	<b>721</b>	<b>130,279</b>

**YOLO COUNTY AUDITOR-CONTROLLER**  
**FIRE DISTRICT BUDGET WORKSHEET - APPROPRIATIONS - SCHEDULE B**  
**FISCAL YEAR: 2023 - 2024**  
**DISTRICT NAME: West Plainfield Fire Protection District**

Account #	Account Name	2022 - 2023 Appropriation	Actual 05/31/23	Estimated Additional 2022 - 2023	Total Estimated Use	Difference	Appropriations 2023 - 2024
502031	RETIRE LTD - CAPITAL LEASE OBLIGATION						
502039	RETIRE LTD - OTHER						
502049	INTEREST - LTD - OTHER						
502080	TAXES & ASSESSMENTS						
502110	VOLUNTEER FIREMEN						
502120	CONTRIBUTION TO NON-COUNTY AGENCIES						
502121	CITY OF DAVIS						
502201	PAYMENTS TO OTHER GOV INSTITUTIONS		281.00		281.00		
	<b>TOTAL OTHER CHARGES</b>	<b>0</b>	<b>281.00</b>	<b>0.00</b>	<b>281.00</b>	<b>-281</b>	<b>0</b>
503000	LAND						
503020	BUILDINGS & IMPROVEMENTS		69,196.34		69,196.34		
503015	EASEMENTS - NON DEPRECIABLE						
503070	EQUIPMENT	15,000					
503071	EQUIPMENT - VEHICLE						10,000
	<b>TOTAL CAPITAL ASSETS</b>	<b>15,000</b>	<b>69,196.34</b>	<b>0.00</b>	<b>69,196.34</b>	<b>-54,196</b>	<b>10,000</b>
<b>89-9900</b>	<b>APPROPRIATIONS FOR CONTINGENCY</b>	<b>20,000</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000</b>	<b>20,000</b>
	<b>TOTAL APPROPRIATIONS</b>	<b>517,103</b>	<b>466,672.31</b>	<b>72,287.85</b>	<b>538,960.16</b>	<b>-21,857</b>	<b>523,579</b>
	ADDITIONS TO GENERAL RESERVE						0
	ADDITIONS TO CAPITAL ASSET REPLACEMENT RESERVE						0
	ADDITIONS TO ACCRUED LEAVE RESERVE						
	<b>TOTAL FINANCING USES *</b>	<b>517,103</b>	<b>466,672.31</b>	<b>72,287.85</b>	<b>538,960.16</b>	<b>-21,857</b>	<b>523,579</b>

Decrease Increase

- N1 For Salary & Benefits - is actual as of February 15, 2023
- N2 See previous two lines; budgeted \$8,000
- N3 County is putting Alhambra here
- N4 Annuals + another \$10k
- N5 Clark + another \$1k
- + At \$22, \$21, \$20/hr & \$350/mo health/retirement 2023

- N6 Includes ESO (or similar)
- N7 Software subscriptions (some also included in Office Expense, above)
- N8 This includes \$19,709.33 for Radios (grant - to be reimbursed \$9,763.78)
- N9 HazMat / CUPA
- N10 Well share; doesn't include \$20K share of radio grant recently applied for
- + With potential raises & \$500/mo each QSEHRA 2024



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

---

**STANDING COMMITTEE – BUDGET AND BENEFITS – MINUTES**  
**June 7, 2023 at NOON**

Held In Person  
West Plainfield Fire  
24901 County Road 95  
Davis, CA 95616

and Via Zoom  
<https://us06web.zoom.us/j/98831083439>

**1. Call the meeting to order (Chair Stiles)**

Meeting called to order at Noon and continued until 2:00 PM. Meeting reopened at 2:04 PM.

Present:

Committee Members / Commissioners: Beth Stiles and Warren Roos  
Staff: Fire Chief Cherie Rita

**2. Public comment**

NONE

**3. Discussion/Action (All)**

**a. Review Current Budget Usage - FYE 2023**

All reviewed the numbers.

**b. Projected Budget Usage - Remainder of FYE 2023**

All reviewed the numbers.

**c. Continue Work on Proposed Budget – FYE 2024**

Chief Rita pointed out the differences from the last draft. Commissioner Roos began a discussion about other possible revenue sources if ballot measure fails. All discussed possible options and limitations, likelihood of each: additional fundraisers, additional grants, renewed Airport contract, getting reimbursed for calls.

Chief Rita noted that she, Commissioner Stiles, and the General Services Manager for the Airport were in discussions about renewing the contract, which ends in October 2023. It is likely those discussions will not continue until after the ballot count. Commissioner Roos asked about grants from the



STANDING COMMITTEE – BUDGET AND BENEFITS – MINUTES

June 7, 2023 at NOON

Page 2

tribe. Chief Rita indicated we apply annually, but because of the pandemic the tribe had not been awarding as much as in prior years.

**d. Review Revised Health Benefits Options Provided by Keenan**

Chief Rita provided information on the current available options from Keenan and their associates (see attached email). Chief Rita recommended Option 3 at \$400.00 per month per employee, payable quarterly.

**e. Recommendations to Board, if any**

The committee recommends the following:

- (i) The District provide each individual full-time employee a \$400.00 per month contribution to a Qualified Small Employer Health Reimbursement Account, accruing monthly and deposited quarterly, with the option to roll-over any remaining funds in such account at separation to a Retiree Health Reimbursement Account.
- (ii) The Board approve the June 6, 2023, draft budget as its final FY 2023-2024 budget.

**4. Calendar**

**a. The next Budget Committee meeting to be determined**

The chair will call another meeting when necessary.

**5. Adjourn (Chair Stiles)**

Chair Stiles adjourned the meeting at 3:00 PM.

---

Beth Stiles, Chair / Commissioner

---

Cherie Rita, Fire Chief / Recorder



Chief WPL <chief@westplainfieldfire.com>

---

## RE: West Plainfield FPD - Keenan Financial Services HRA

---

Melissa King <mking@keenan.com>  
To: Chief WPL <chief@westplainfieldfire.com>

Tue, May 23, 2023 at 10:03 PM

Hi Cherie,

Absolutely, 3 options listed below:

### Option 1 – Retiree HRA

1. All full-time employees will receive \$400/mo invested into the HRA account for them to use upon separation of service or retirement for medical expenses
  - a. Fees are \$6 per employee per month while actively employed, and increase to \$7 per employee per month upon separation (included \$1 for claims platform/debit card fee that is issued upon separation/claims eligible status), monthly fees are subject to a \$75 monthly minimum (ie minimum fee is charged or per employee per month fee, whichever is greater).

### Option 2 – Qualified Small Employer HRA

1. Employees enrolled in group plans through family members and individual plans would be able to be reimbursed for medical premium through the district's payroll (ACAP works with employees to submit claims and provide reporting for the district to process the payroll reimbursement)
  - a. The reimbursement would be up to the district's chosen funding limit of \$400/mo, but capped at their premium spend cost (IE if someone was our a 2-party health plan through their spouse and their spouse's monthly premium costs were \$300, only \$300 is able to be reimbursed instead of the full \$400 benefit amount.
  - b. Employees enrolled in individual coverage are additionally able to use the \$400 monthly spending limit for their deductible/out-of-pocket medical spend. Employees in group plans through family members would not have this capability, only the premium reimbursement.
  - c. Benefit dollars are only available to be used while they are actively employed
  - d. There is a flat platform fee of \$40 per month for the plan and \$20 per month for each employee enrolled.

### Option 3 – Combination offering - Qualified Small Employer HRA & Retiree HRA

1. While active the QSEHRA is available for employees to receive benefits, and upon separation or retirement, the district funds the Retiree HRA with any unused/unclaimed benefit dollars as a one-time lump sum contribution to the plan. The separated or retired employees are able to then use this invested balance as they would like throughout their lifetime for qualified medical expenses until their balance is depleted.

Let me know if you have any questions!

Melissa King

Account Executive  
CA License No. 4218278



Keenan & Associates

CA License No. 0451271

Innovative Solutions - Enduring Principles  
2355 Crenshaw Blvd., Suite 200 | Torrance, CA 90501

p: 310.212.0363 ext. 1176 | f: 310.328.6793

c: 813.230.1869

e: [mking@keenan.com](mailto:mking@keenan.com) | w: [www.keenan.com](http://www.keenan.com)

# Income Statement

GL293 Date 06/12/23  
Time 16:19

Company 1000 - YOLO COUNTY  
Income Statement  
For Period 1 Through 11 Ending May 31, 2023

USD

Page 1

Fiscal Year 2023 Budget

5

6223-0053-02751-8060

62235327518060

WEST PLAINFIELD FIRE DIST OPER

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
NETFUND/POST	NET FUND BALANCE						
REVENUES	REVENUES						
TAXES	TAXES						
PROPERTY TAX	PROPERTY TAX						
400100-0000	PROP TAXES-CURRENT SECURED	354,517.15-	340,000.00-	104.27	354,517.15-	340,000.00-	104.27
400101-0000	PROP TAXES-CURRENT UNSECURED	27,717.72-	28,000.00-	98.99	27,717.72-	28,000.00-	98.99
400111-0000	PROP TAXES-PRIOR UNSECURED	472.11-	400.00-	118.03	472.11-	400.00-	118.03
400120-0000	SUPPLEMENTAL PROP TAXES CURR	3,312.52-	0.00	0.00	3,312.52-	0.00	0.00
	Total PROPERTY TAX	386,019.50-	368,400.00-	104.78	386,019.50-	368,400.00-	104.78
	Total TAXES	386,019.50-	368,400.00-	104.78	386,019.50-	368,400.00-	104.78
REVUSEMONEY	REVENUE FROM USE OF MONEY AND						
400700-0000	INVESTMENT EARNINGS-POOL	4,855.93-	500.00-	971.19	4,855.93-	500.00-	971.19
400705-0000	GASB 31 FMV - DFS ONLY	12,336.00-	0.00	0.00	12,336.00-	0.00	0.00
	Total REVENUE FROM USE OF MONE	17,191.93-	500.00-	3438.39	17,191.93-	500.00-	3438.39
INTGOVREVENU	INTERGOVERNMENTAL REVENUES						
STATEREV	STATE REVENUE						
401061-0000	ST-HIGHWAY PROPERTY RENTALS	3.42-	0.00	0.00	3.42-	0.00	0.00
401240-0000	ST-HOMEOWNERS PROP TAX RELIEF	1,605.52-	0.00	0.00	1,605.52-	0.00	0.00
401340-0000	ST-OTHER	5,444.87-	0.00	0.00	5,444.87-	0.00	0.00
	Total STATE REVENUE	7,053.81-	0.00	0.00	7,053.81-	0.00	0.00
	Total INTERGOVERNMENTAL REVENU	7,053.81-	0.00	0.00	7,053.81-	0.00	0.00
CHG FOR SVCS	CHARGES FOR SERVICES						
403610-0000	OTH CHRG FR SVC-FIREFGHTR SVC	86,709.36-	0.00	0.00	86,709.36-	0.00	0.00
403699-0000	OTHER CHARGES FOR SERVICES	2,403.00-	60,000.00-	4.01	2,403.00-	60,000.00-	4.01
	Total CHARGES FOR SERVICES	89,112.36-	60,000.00-	148.52	89,112.36-	60,000.00-	148.52
MISCREVENUES	MISCELLANEOUS REVENUES						
404113-0000	OTH MISC-DONATION	25.00-	0.00	0.00	25.00-	0.00	0.00
404190-0000	OTHER MISC REVENUES	395.04-	0.00	0.00	395.04-	0.00	0.00
	Total MISCELLANEOUS REVENUES	420.04-	0.00	0.00	420.04-	0.00	0.00
OTHRFINANSRC	OTHER FINANCING SOURCES						
405000-0000	SALE OF CAPTIAL ASSETS	0.00	5,000.00-	0.00	0.00	5,000.00-	0.00
	Total OTHER FINANCING SOURCES	0.00	5,000.00-	0.00	0.00	5,000.00-	0.00
	Total REVENUES	499,797.64-	433,900.00-	115.19	499,797.64-	433,900.00-	115.19
EXPENDITURES	EXPENDITURES						
SALARY&BEN	SALARIES AND EMPLOYEE BENEFITS						
SALARY&WAGES	SALARY AND WAGES						
500100-0000	REGULAR EMPLOYEES	199,664.18	205,137.00	97.33	199,664.18	205,137.00	97.33
500110-0000	EXTRA HELP	0.00	44,960.00	0.00	0.00	44,960.00	0.00
500120-0000	OVERTIME	27,752.63	4,153.00	668.25	27,752.63	4,153.00	668.25
500130-0000	STANDBY TIME	0.00	30,000.00	0.00	0.00	30,000.00	0.00
	Total SALARY AND WAGES	227,416.81	284,250.00	80.01	227,416.81	284,250.00	80.01
EMPBENEFITS	EMPLOYEE BENEFITS						
500320-0000	OASDI	14,099.84	18,000.00	78.33	14,099.84	18,000.00	78.33
500330-0000	FICA/MEDICARE	3,297.55	4,200.00	78.51	3,297.55	4,200.00	78.51
500380-0000	UNEMPLOYMENT INSURANCE	1,993.40	3,000.00	66.45	1,993.40	3,000.00	66.45
500390-0000	WORKERS' COMP INSURANCE	47,872.04	30,000.00	159.57	47,872.04	30,000.00	159.57
500400-0000	OTHER EMPLOYEE BENEFITS	0.00	12,000.00	0.00	0.00	12,000.00	0.00
	Total EMPLOYEE BENEFITS	67,262.83	67,200.00	100.09	67,262.83	67,200.00	100.09

# Income Statement

GL293 Date 06/12/23  
Time 16:19

Company 1000 - YOLO COUNTY  
Income Statement  
For Period 1 Through 11 Ending May 31, 2023

USD

Page 2

Fiscal Year 2023 Budget

5

6223-0053-02751-8060

62235327518060

WEST PLAINFIELD FIRE DIST OPER

Account Nbr	Description	Period Amount	Period Budget	Pct Of Budget	Year To Date Amount	Year To Date Budget	Pct Of Budget
	Total SALARIES AND EMPLOYEE BE	294,679.64	351,450.00	83.85	294,679.64	351,450.00	83.85
SERVSUPPLIES	SERVICES AND SUPPLIES						
501010-0000	CLOTHING & PERSONAL SUPPLIES	16,543.74	20,000.00	82.72	16,543.74	20,000.00	82.72
501020-0000	COMMUNICATIONS	3,758.11	3,600.00	104.39	3,758.11	3,600.00	104.39
501030-0000	FOOD	613.36	223.00	275.05	613.36	223.00	275.05
501040-0000	HOUSEHOLD EXPENSE	6,855.22	10,920.00	62.78	6,855.22	10,920.00	62.78
501051-0000	INSURANCE-PUBLIC LIABILITY	0.00	6,000.00	0.00	0.00	6,000.00	0.00
501052-0000	INSURANCE-FIRE & EXTENDED	0.00	2,000.00	0.00	0.00	2,000.00	0.00
501053-0000	INSURANCE-OTHER	9,684.00	100.00	9684.00	9,684.00	100.00	9684.00
501070-0000	MAINTENANCE-EQUIPMENT	13,512.85	30,000.00	45.04	13,512.85	30,000.00	45.04
501071-0000	MAINTENANCE-BLDG IMPROVEMENT	3,217.93	8,500.00	37.86	3,217.93	8,500.00	37.86
501080-0000	MED, DENTAL, & LAB SUPPLIES	458.04	2,500.00	18.32	458.04	2,500.00	18.32
501090-0000	MEMBERSHIPS	2,487.25	2,000.00	124.36	2,487.25	2,000.00	124.36
501100-0000	MISCELLANEOUS EXPENSE	0.00	500.00	0.00	0.00	500.00	0.00
501102-0000	MISC EXP-CREDIT CARD SVC CHRGS	39.64	200.00	19.82	39.64	200.00	19.82
501110-0000	OFFICE EXPENSE	3,932.22	5,490.00	71.63	3,932.22	5,490.00	71.63
501111-0000	OFFICE EXP-POSTAGE	0.00	500.00	0.00	0.00	500.00	0.00
501112-0000	OFFICE EXP-PRINTING	857.18	100.00	857.18	857.18	100.00	857.18
501151-0000	PROF & SPEC SVC-AUDITG & ACCTG	0.00	300.00	0.00	0.00	300.00	0.00
501152-0000	PROF & SPEC SVC-INFO TECH SVC	359.88	100.00	359.88	359.88	100.00	359.88
501155-0000	PROF & SPEC SVC-MED,DENTAL,LAB	169.00	1,000.00	16.90	169.00	1,000.00	16.90
501156-0000	PROF & SPEC SVC-LEGAL SVC	0.00	500.00	0.00	0.00	500.00	0.00
501165-0000	PROF & SPEC SVC-OTHER	24.00	500.00	4.80	24.00	500.00	4.80
501180-0000	PUBLICATIONS AND LEGAL NOTICES	995.96	500.00	199.19	995.96	500.00	199.19
501190-0000	RENTS AND LEASES - EQUIPMENT	1,126.59	3,120.00	36.11	1,126.59	3,120.00	36.11
501205-0000	TRAINING	0.00	2,000.00	0.00	0.00	2,000.00	0.00
501210-0000	MINOR EQUIPMENT	20,760.66	3,000.00	692.02	20,760.66	3,000.00	692.02
501251-0000	TRASNP & TRAVEL-FUEL	8,022.29	15,000.00	53.48	8,022.29	15,000.00	53.48
501260-0000	UTILITIES	9,097.31	12,000.00	75.81	9,097.31	12,000.00	75.81
	Total SERVICES AND SUPPLIES	102,515.23	130,653.00	78.46	102,515.23	130,653.00	78.46
OTHERCHARGES	OTHER CHARGES						
502201-0000	PAYMENTS TO OTH GOV INSTITUTIO	281.00	0.00	0.00	281.00	0.00	0.00
	Total OTHER CHARGES	281.00	0.00	0.00	281.00	0.00	0.00
CAPITALASSET	CAPITAL ASSETS						
503020-0000	BUILDINGS & IMPROVEMENTS	69,196.34	0.00	0.00	69,196.34	0.00	0.00
503070-0000	EQUIPMENT	0.00	15,000.00	0.00	0.00	15,000.00	0.00
	Total CAPITAL ASSETS	69,196.34	15,000.00	461.31	69,196.34	15,000.00	461.31
CONTINGENCY	APPROPRIATION FOR CONTINGENCIE						
503300-0000	APPROPRIATION FOR CONTINGENCY	0.00	20,000.00	0.00	0.00	20,000.00	0.00
	Total APPROPRIATION FOR CONTIN	0.00	20,000.00	0.00	0.00	20,000.00	0.00
	Total EXPENDITURES	466,672.21	517,103.00	90.25	466,672.21	517,103.00	90.25
	Total NET FUND BALANCE	33,125.43-	83,203.00	39.81-	33,125.43-	83,203.00	39.81-

# West Plainfield Fire Department (CA)

Davis, CA

This report was generated on 6/12/2023 3:51:49 PM



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

Start Date: 05/01/2023 | End Date: 05/31/2023

DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT	ZONE	# APP.	# PERS.
05/03/2023	2023-074	Tremont Rd RD	111 - Building fire	Relief Firefighter	810- DIX - Special Call or	1	1
05/04/2023	2023-075	24146 County Road 95	321 - EMS call, excluding vehicle accident with injury	A Shift	0- WPL - West Plainfield Station 30 Response Area	3	4
05/11/2023	2023-076	County Road 98	324 - Motor vehicle accident with no injuries.	B Shift	320- DVS-WPL - Borderline Call Davis & West	3	4
05/13/2023	2023-077	CR 92E	321 - EMS call, excluding vehicle accident with injury	Relief Firefighter	No Zone Selected	3	2
05/16/2023	2023-078	Russell Blvd	352 - Extrication of victim(s) from vehicle	A Shift	0- WPL - West Plainfield	3	5
05/16/2023	2023-079	County Road 97	553 - Public service	A Shift	0- WPL - West Plainfield	1	5
05/17/2023	2023-080	County Road 89	131 - Passenger vehicle fire	A Shift	260- WNF Auto - Automatic	1	2
05/20/2023	2023-081	County Road 31 RD	324 - Motor vehicle accident with no injuries.	Relief Firefighter	261- WNF-WPL - Borderline Call Winters &	2	3
05/25/2023	2023-082	County Road 96	324 - Motor vehicle accident with no injuries.	C Shift	701- WOF-WPL - Borderline Call Willow Oak	3	5
05/26/2023	2023-083	18630 County Road 98	111 - Building fire	Relief Firefighter	00- WPL Out - West	2	4
05/28/2023	2023-084	35270 County Road 31	321 - EMS call, excluding vehicle accident with injury	A Shift	0- WPL - West Plainfield Station 30 Response Area	3	4

TOTAL # INCIDENTS: 11



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

---

June 20, 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:

Advantage Gear 05/25/2023	1,032.89
ATT (CalNet) 05/24/2023	66.89
CalFire 05/04/2023	2,380.00
CA State Firefighters Association 05/12/2023	1,955.00
ESO 06/01/2023	3,416.65
LEAF 05/21/2023	118.64
Municipal Emergency Services 05/23/2023	1,413.74
Quill 06/05/2023	73.26
River City Fire Equipment 06/15/2023	126.36
US Bank Statement 06/13/2023	1,904.33
YCPARMIA 05/31/2023	10.30
Total:	<u><u>\$12,498.06</u></u>



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

---

**BOARD OF COMMISSIONERS – REGULAR MEETING – MINUTES  
May 16, 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, Firefighter and Association President Jon Lee, Hall Manager Ned Sykes, Board Clerk Carly Hall

Guest: Jeanette Hynson from SCI Consulting Group

Joined via Zoom: Tom Stiles

**2. Public Comment**

NONE

**3. Old Business**

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

Association President Jon Lee advised he will be starting the weed abatement project on May 17, 2023. Vice President Yeager advised that the different rain we've had this year creates different grass growth.

Item 3(b) was moved to after Item 4(a).

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

This item was heard after Item 4(a) and before Item 5(a).

Assistant Chief Stiles advised there's no update for now and likely not again until after the 218 process has been completed.

#### **4. Lillard Hall**

##### **a. Manager Report (Hall Manager Sykes)**

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

Hall Manager Sykes provided an update on his ongoing projects and current rental agreements. He advised he is getting quotes for the light fixture and it should be fixed by the next meeting in June. He added that he's been averaging about one rental inquiry a week for two months, but he hasn't been receiving any replies after he follows up. Commissioner Roos asked if Hall Manager Sykes has advertised in the Democrat yet, but he advised he had not tried advertising in newspapers yet.

#### **5. New Business**

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

Chief Rita advised that there were no new volunteer firefighter applications and advised that the administrative assistant volunteer stopped responding.

##### **b. Discussion / Action – Standing Committee Reports**

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

No meeting; no report.

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

Vice President Yeager advised that they held a few meetings including two public meetings for the 218 Assessment Ballot with a total of 15 attendees. He advised that Assistant Chief Stiles set up a table with the Firefighters' PPE to show the public what the District uses, and he thought that made a tremendous impact on the public's understanding of the financial needs. Vice President Yeager also spoke with Chamberlain, a large District landowner who advised he doesn't believe he needs a lot of fire assistance due to the irrigated lands.

Chief Rita advised she thought the public meetings went well and one person complained, but Assistant Chief Stiles took them aside and went over the ballot and District needs. Assistant Chief Stiles advised he felt like spending that extra time with them helped change their mind.

Commissioner Amy is also concerned about the disparity between the cost of irrigated versus pasture lands.

Jeanette Hynson, from SCI, advised that cost-wise, the damage and replacement cost for irrigated land is much more expensive than an open range where the grass will just burn down. She also added that the Assessor's office doesn't always differentiate between the two, so they have to manually update them on the chart. Commissioner Stiles asked if they could also add a chart listing for multi-family properties. Ms. Hynson advised they would do that.



Commissioner Roos advised that we need to really emphasize to the residents that we need to save our station and the ballots and literature. Ms. Hynson advised it would need to be approved by County Counsel first. Commissioner Roos asked if we could put it on the website or do a newspaper interview. Ms. Hynson advised that she will check with County Counsel regarding the website, but that an interview would be okay as long as it's factual and shows both sides of a yes or no vote, but you can't tell people to vote a specific way.

Chief Rita advised there were two resolutions to vote on if there were no other questions.

**1. Discussion / Action – Adopt Resolution 23-03 – A Resolution Adopting Proposition 218 Assessment Ballot Proceedings**

Commissioner Amy advised that the abbreviation of “Cal. Const. art.” in Section B of the Resolution we should use the full language of “California Constitution Article” instead. Ms. Hynson advised resolution can be amended with full language.

Commissioner Amy asked about Section E-Item 3 regarding multiple owners and how the voting would work. Ms. Hynson advised that is only for when the owners disagree, then they must request new ballots from the District and then SCI would mail out multiple ballots, one for each owner.

Motion: Adopt Resolution 23-03 – A Resolution Adopting Proposition 218 Assessment Ballot Proceedings with an amendment to use full language in Section B.

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

**2. Discussion / Action – Adopt Resolution 23-04 – A Resolution Initiating Proceedings, Providing Intention to Levy Assessments, Preliminarily Approving Engineer’s Report, and Providing for Notice of Hearing, and the Mailing of Assessment Ballots for the West Plainfield Fire Protection District, Fire Protection and Emergency Response Services Assessment**

Motion: Adopt Resolution 23-04 – A Resolution Initiating Proceedings, Providing Intention to Levy Assessments, Preliminarily Approving

Engineer's Report, and Providing for Notice of Hearing, and the Mailing of Assessment Ballots for the West Plainfield Fire Protection District, Fire Protection and Emergency Response Services Assessment.

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

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

#### 1. Approval of April 27, 2023, Committee Meeting Minutes

This item was heard after Item 5(b)iii(2) and before Item 5(b)iv.

Commissioner Amy advised she spoke with the Board Clerk and there is a correction on Page 1 of the Minutes to change Ms. Chong to Mr. Chong.

Motion: Approve April 27, 2023, Committee Meeting Minutes with correction.

Motion By: Amy  
Second By: Yeager  
Vote: President McMullen, Vice President Yeager, Commissioner Amy, and Commissioner Roos voted aye. Commissioner Stiles did not respond. Approved by majority.

Commissioner Amy advised she will discuss some modifications to the women's restroom with Hall Manager Sykes to make it ADA compliant, but that it may be able to fit a janitorial closet with a mop sink.

#### 2. Discussion / Action – Draft Lease – Common Grounds – and Next Steps

This item was heard after Item 5(b)iii and before Item 5(b)iii(1).

Assistant Chief Stiles questioned how the monthly expenses are calculated. Commissioner Amy explained how the monthly expenses are calculated and that after the \$600.00 per month credit against the loan payment, \$400.00 would remain as income. Assistant Chief Stiles asked if the \$400.00 would cover the cost of electricity with the new tenant in the Hall. President McMullen questioned if he was asking as a

District member or a citizen. Assistant Chief Stiles clarified he was asking as a citizen and advised the Committee should have an electrical engineer do an analysis. An interactive discussion was occurring between Commissioner Amy and Assistant Chief Stiles and several others when President McMullen started to speak while Assistant Chief Stiles was still speaking.

Assistant Chief Stiles left the meeting.

Commissioner Stiles advised she wanted it noted that President McMullen rudely interrupted Assistant Chief Stiles.

Associate President Jon Lee advised the kitchen would need to be renovated to be up to code. Hall Manager Sykes advised it is an opportunity for someone else to pay for the renovations.

Chief Rita advised the PG&E bill for August 2022 was \$377.00 and we just received notice that the rates are going up again. Commissioner Stiles questioned how many events were held last August and, if we added everyday use, that would increase our PG&E bill quite a bit. She questioned if renovating and leasing the Hall out would be worth it.

Commissioner Roos asked Commissioner Stiles why she is opposed to other Hall uses. He added he's new to the Board and isn't aware of the history. Commissioner Stiles advised the Hall should be used as a training facility and not an event center. The events jeopardize the firefighters' safety and ability to respond to emergencies for the district residents.

Commissioner Roos questioned if the District can absorb the cost of running the Hall without any revenue. Hall Manager Sykes advised that the Hall currently has an operational cost of \$5,000.00 per year.

Motion: Approve the Draft Lease with Common Grounds and allow the Committee to move forward with the next steps.

Motion By: Amy

Second By: Roos

Vote (by roll call): President McMullen – Aye  
Vice President Yeager – Aye  
Commissioner Amy – Aye  
Commissioner Stiles – No  
Commissioner Roos – Aye

Associate President Jon Lee left the meeting.

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

Commissioner Stiles advised that in the May meeting, they discussed an increase in the wage for relief firefighters, but it was missed on the April 18, 2023, Board agenda. It is now on the agenda for approval.

**1. Discussion / Action – Approve Raise for Relief Firefighters to \$18.00 per Hour (to begin first full pay period in July 2023)**

Motion: Approve Raise for Relief Firefighters to \$18.00 per Hour (to begin first full pay period in July 2023).

Motion By: Stiles

Second By: Roos

Vote: Approved unanimously.

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

**i. LAFCO – Yeager, Roos**

No meeting; no report.

**ii. Solar – Stiles, Roos**

No meeting; no report.

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

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

No meeting; no report.

**ii. Training – Yeager**

Vice President Yeager advised that Firefighter Maggenti is no longer with the department, but that all staff have come together to assist with training. Chief Rita advised that Captain Osborn will now be the point of contact for training and he is currently working with Willow Oak Fire Protection District to get a new training program in place.

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

No meeting; no report.

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

Chief Rita advised that she and Assistant Stiles were using Lexipol to update the policies and procedures. Each month they will present new or updated items in groups. Each policy will state if it's a best practice or state mandated. This is the second batch for Board review.

President McMullen requested an amendment to Policy 914.3 (a) as discussed with Chief Rita.

- i. **Approve Policy 200 – Organizational Structure (new)**
- ii. **Approve Policy 208 – Minimum Staffing Levels (new and replaces 410.01)**
- iii. **Approve Policy 213 – Physical Asset Management (new)**
- iv. **Approve Policy 214 – Purchasing and Procurement (new)**
- v. **Approve Policy 301 – Emergency Response (replaces 510 and portions of 615)**
- vi. **Approve Policy 306 – Response Time Standards (new)**
- vii. **Approve Policy 700 – Use of Department-Owned and Personal Property (new)**
- viii. **Approve Policy 701 – Personal Communication Devices (new)**
- ix. **Approve Policy 703 – Use of Department Vehicles (new)**
- x. **Approve Policy 710 – Non-Official Use of Department Property (new)**
- xi. **Approve Policy 914 – Personal Protection Equipment (new)**
- xii. **Procedure 200 – Physical Asset Management (new)**
- xiii. **Procedure 202 – Purchasing and Procurement (new)**

Motion: Approve and adopt policies 200, 208, 213, 214, 301, 306, 700, 701, 703, 710, 914, and procedures 200 and 202 with one amendment.

Motion By: Yeager

Second By: Roos

Vote: Approved unanimously.

Commissioner Amy commented that the Board appreciates the staff's time for taking this project on and knows it's a lot of work. Commissioner Roos advised he agrees.

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

Chief Rita advised her reports are in the packet. She advised she ordered business cards for President McMullen and asked if any other Commissioners wanted to order any; all declined.

Chief Rita advised that Assistant Chief Stiles had likely just resigned and, if so, would expect at least two more to do so if that were the case. Commissioner Roos questioned if it would be helpful for the Board members to reach out.

Captain Bravo commented that the District is continuing to lose top responders.

Commissioner Stiles advised that the Board, except for Commissioner Amy, failed to recognize Assistant Chief Stiles' achievement as Firefighter of the Year and that the Board does not appreciate how much he gives to the District.

Commissioner Amy advised that the Board does appreciate what Assistant Chief Stiles does and sees his hard work and the value he adds to the District.

Vice President Yeager advised he will reach out to Assistant Chief Stiles. President McMullen added he will reach out as well.

**7. Fire Fighter’s Association Report (President Jon Lee)**

Association President Lee was absent to provide the report.

**8. Clerk’s Report**

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

Motion: Approve the payment of bills totaling \$73,078.65.  
Motion By: Amy  
Second By: Roos  
Vote: Approved unanimously.

**b. Approval of April 18, 2023, Board Meeting Minutes**

Commissioner Amy advised there is an amendment to Item 6(b)iii changing “District would provide” to “District would credit”.

Motion: Approve April 18, 2023, Board Meeting Minutes with the amendment.  
Motion By: Amy  
Second By: Stiles  
Vote: Approved unanimously.

**9. Open Forum**

NONE

**10. Next regular Board meeting on June 20, 2023, unless another date is agreed upon**

President McMullen confirmed the next meeting date as June 20, 2023. Board Clerk Hall will be absent for the June meeting. Commissioner Roos advised he will not be able to attend the June or July meetings.

Chief Rita advised that we will need Commissioners at the July 18, 2023, Board meeting to move forward with a resolution if the ballot measure passes.

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

Motion: Adjourn meeting.  
By: Yeager  
Second By: Amy  
Vote: Approved unanimously.

Meeting adjourned at 2018 hours.

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

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

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

DRAFT