



NORTH CENTRAL FIRE
PROTECTION DISTRICT

REGULAR BOARD MEETING PACKET

THURSDAY
FEBRUARY 27, 2020

5:30 P.M.

Public Documents

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, FEBRUARY 27, 2020
5:30 P.M.
AGENDA**

- 1. CALL TO ORDER**
 - a) Roll Call

- 2. INVOCATION AND FLAG SALUTE**

- 3. PUBLIC COMMENTS**

- 4. CONSENT AGENDA**
 - A) Consideration and Approval of Disbursements List of January 2020
 - B) Review and Acceptance of Monthly Financial Reports
 - 1) District Cash Balances Report for All Funds
 - 2) Budget Variance Report: YTD Expenses Compared to Budget
 - 3) Revenue and Reimbursement Report
 - 4) PG&E Report

- 5. APPROVAL OF MINUTES**
 - A) Minutes of the Regular Board Meeting of January 23, 2020.

- 6. FIRE CHIEF REPORT**
 - A) Fire Incident/Fire Prevention Report for January
 - B) Auto-Aid Agreement – Fresno Fire
 - C) Personnel Update

- 7. RESOLUTION NO. 20-01 AMENDING RESOLUTION NO. 19-02 TO MAKE CHANGES TO ESTABLISHED SALARIES AND BENEFITS FOR CURRENT AND FUTURE EMPLOYEES**
 - A) Action item – Consider and adopt Resolution No. 20-01 amending Resolution No. 19-02 to make changes to established salaries and benefits for current and future employees.

- 8. BID PROPOSALS FOR STATION 55 PARKING RENOVATION PROJECT**
 - A) Action item – Consider and award the lowest qualified bid or reject all bids for the Station 55 Parking Renovation Project.

- 9. RESOLUTION NO. 20-02 APPROVING THE ADOPTION OF THE PUBLIC AGENCIES PRE-FUNDED OBLIGATIONS AND POST-EMPLOYMENT BENEFITS (OPEB) TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**
 - A) Action item – Consider and adopt Resolution No. 20-02 approving the adoption of a public agencies trust administered by PARS for pension pre-funding and OPEB obligations.

10. BOARD MEMBER COMMENTS/REPORTS

11. ANNOUNCEMENTS

A) Regular Board Meeting: Thursday, March 26, 2020 at 5:30 p.m.

12. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: 1

13. ADJOURNMENT

PUBLIC COMMENTS AND INQUIRIES

At a Board meeting, those who wish to be heard on matters on the agenda should indicate their desire to speak when the item is ready for discussion. If, at the meeting, you wish to discuss an item, which is not on the agenda, you may indicate your desire to do so under "Public Comments". In order to allow time for all public comments and inquiries, the time for individual comments may, at the discretion of the Chairman of the Board, be limited to five minutes. If you wish to request time on an upcoming Board Agenda to present a particular item or matter to the Board, you may contact the District by 5:00 p.m. seven business days prior to the scheduled Board meeting to so request. If the matter is within the Board's jurisdiction, and the Board has not taken action or considered the item at a recent meeting, the District may place the item on the agenda. When addressing the Board, you are requested to come forward to the speaker's podium, state your name and address, and then proceed with your presentation.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the District at 559-275-5531. Notification provided a minimum of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
JANUARY 1, 2020 - JANUARY 31, 2020
FEBRUARY 4, 2020**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
4460	A-1 Auto	Smog - Crown Vic, 2009 BC reserve	01/07/20	100.00
4461	All Valley Administrators, LLC	457 plan admin fees	01/07/20	425.00
4462	City of Fresno	Utilities - station 59	01/07/20	76.29
4463	Clyde Lansing	Consulting services	01/07/20	2,000.00
4464	Employee Reimbursement	Training	01/07/20	58.00
4465	Fire Apparatus Solutions	Apparatus repairs on: WT-55, T-55, WT-58, E-256 & E-55	01/07/20	6,527.20
4466	Fire Safety Solutions Inc.	Plan review services	01/07/20	1,300.00
4467	H&J Chevrolet	Repair BC reserve	01/07/20	308.08
4468	Employee Reimbursement	Uniform	01/07/20	103.53
4469	Kerman Chamber of Commerce	Membership dues	01/07/20	35.00
4470	L.N. Curtis	Annual certification - Hydraulic Tools	01/07/20	2,025.00
4471	Mid Valley Disposal	Waste disposal - stations 56 & 58	01/07/20	319.16
4472	Miller Mendel	Data storage	01/07/20	110.44
4473	Office Depot	Office & prevention supplies	01/07/20	955.84
4474	Overhead Door	Repair station 56 south bay door	01/07/20	358.00
4475	PG&E	Utilities	01/07/20	1,890.57
4476	Ray Morgan	Copier maintenance	01/07/20	266.58
4477	Real-Time	Computer maintenance	01/07/20	1,138.25
4478	Robert V Jensen	Bulk fuel	01/07/20	1,031.18
4479	Sebastian	Phone services	01/07/20	170.39
4480	Slumberger Lumber	Station maintenance	01/07/20	519.44
4481	Standard Insurance Company	LTD insurance	01/07/20	1,347.50
4482	Employee Reimbursement	Flex plan reimbursement	01/07/20	1,325.00
4483	US Bank Voyager Fleet System	Bulk fuel	01/07/20	1,644.91
	Quickbooks Payroll Service	Employee payroll	01/14/20	111,525.71
4484	Aramark	5 months Laundry service all stations	01/15/20	1,665.84
4485	ARBA	Group life insurance	01/15/20	132.80
4486	Associated Design & Engineering	Station 55 parking lot project	01/15/20	3,873.12
4487	AT&T	Phone & long distance service	01/15/20	46.61
4488	Baker Manock & Jensen	Legal services	01/15/20	806.99

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FEBRUARY 4, 2020**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
4489	Employee Payroll Liabilities	Child support	01/15/20	435.00
4490	Employee Payroll Liabilities	Child support	01/15/20	100.50
4491	Captured Moments in Stone	Memorial plaque for Mr. Souza	01/15/20	1,250.00
4492	Chase	FCERA debt service payment	01/15/20	208,865.50
4493	Christine L. Boozer	Training consultant	01/15/20	3,476.56
4494	City of Kerman	Utilities	01/15/20	544.27
4495	Comcast	Internet and phone services	01/15/20	1,074.24
4496	FDAC EBA	Group health insurance	01/15/20	59,163.56
4497	Fire Apparatus Solutions	Apparatus repairs on: WT-258, WT-57, WT-58, E-258, & E-256	01/15/20	7,698.87
4498	Employee Payroll Liabilities	Tax Board	01/15/20	150.00
4499	Jorgensen Company	Fire extinguishers serviced	01/15/20	272.83
4500	Board Member Reimbursement	Board member health insurance	01/15/20	799.00
4501	KerWest	Legal notice	01/15/20	385.00
4502	Loperena Antenna	Owens mountain antenna site lease	01/15/20	1,649.00
4503	Board Member Reimbursement	Board member health insurance	01/15/20	901.00
4504	Nokia of America	Tower equipment maint. agreement	01/15/20	2,948.14
4505	Office Depot	Office supplies	01/15/20	248.73
4506	Priceless Kreations	Uniform T-shirts & promotional items	01/15/20	1,785.91
4507	Ray Morgan	Copier maintenance	01/15/20	52.20
4508	Real-Time	Computer maintenance	01/15/20	726.50
4509	Robert V Jensen	Bulk fuel	01/15/20	858.28
4510	Board Member Reimbursement	Board member health insurance	01/15/20	799.00
4511	Sanborn & Sanborn	Audit services	01/15/20	6,000.00
4512	Sierra HR Partners	HR consulting services	01/15/20	475.00
4513	Sparkletts	Drinking water for all stations	01/15/20	567.77
4514	U.S. Bank PARS	Pension plan contributions	01/15/20	33,927.41
4515	Unitedhealthcare Insurance Co.	Prior board member insurance	01/15/20	342.25
4516	Valley Farms Supply	Equipment maintenance	01/15/20	11.85
	Board Direct Deposit	Board Payroll	01/30/20	108.52
	Ck # 4517-4519	Board payroll	01/30/20	197.55

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DISBURSEMENT JOURNAL
JANUARY 1, 2020 - JANUARY 31, 2020
FEBRUARY 4, 2020**

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
4520	Juan Jimenez	Texture room at Station #58	01/29/20	1,000.00
4521	Christopher L. Baker	Final paycheck	01/30/20	1,869.89
4522	Action Towing	WT-55 & E256	01/30/20	1,155.00
4523	Employee Reimbursement	Station maintenance	01/30/20	329.66
4524	ASI Administrative Solutions	Dental-vision plan funding	01/30/20	2,982.00
4525	Banks & Co.	Convert fuel tank to gas - station 55	01/30/20	6,388.05
4526	Bauer Compressors	SCBA fill tank system	01/30/20	43,691.80
4527	Bautista Gardening	Lawn service - station 59	01/30/20	90.00
4528	Biola Community Service	Utilities	01/30/20	435.10
4529	Employee Payroll Liabilities	Child support	01/30/20	435.00
4530	California Conference of Arson	Employee training	01/30/20	330.00
4531	Employee Payroll Liabilities	Child support	01/30/20	100.50
4532	CCP Industrial Inc	Station supplies	01/30/20	991.21
4533	Co. of Fresno Auditor/Controller	January 2020 POB	01/30/20	28,336.47
4534	Dept of Forestry & Fire Protection	Training for Captains	01/30/20	968.00
4535	Faustino Lopez	Gardening at station 55	01/30/20	850.00
4536	Employee Payroll Liabilities	Tax Board	01/30/20	150.00
4537	John Hancock USA	457 plan contributions	01/30/20	4,983.54
4538	Office Depot	Office supplies	01/30/20	533.03
4539	PARS	457 & Pension admin fees	01/30/20	2,800.00
4540	Petty Cash	Apparatus maintenance, station maintenance, food, legal notices, promotional, postage, fuel.	01/30/20	339.73
4541	PG&E	Utilities	01/30/20	987.79
4542	Ray Morgan	Copier maintenance	01/30/20	190.52
4543	Real-Time	Computer maintenance	01/30/20	1,312.50
4544	Employee Reimbursement	Flex plan reimbursement	01/30/20	163.80
4545	Robert V Jensen	Bulk fuel	01/30/20	3,707.40
4546	Standard Insurance Company	LTD insurance	01/30/20	1,347.50
4547	Tamarack Pest	Pest control service	01/30/20	285.00

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CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
4548	U.S. Bank - Cal Card	Station supplies & maint., apparatus and equipment maint., fire prevention, office supplies & equip., fuel, communication, memberships & uniform	01/30/20	3,291.57
4549	U.S Bank Pars	Pension plan contributions	01/30/20	33,927.41
4550	US Bank Voyager Fleet System	Bulk fuel	01/30/20	1,345.30
4551	Verizon Wireless	Toughbooks data plan	01/30/20	760.20
4552	Verizon Wireless	Cell phones - operations	01/30/20	7.42
4553	Verizon Wireless	Cell phones - admin staff	01/30/20	600.33
	Quickbooks Payroll Service	Employee Payroll	01/31/20	103,414.68
				728,001.27

Board action: To approve disbursements from West America general account as presented for the total amount of \$728,001.27

NORTH CENTRAL FIRE PROTECTION DISTRICT
COUNTY OF FRESNO
CASH BALANCES AS OF JANUARY 31, 2020

CASH BALANCES	GENERAL	EQUIPMENT	BUILDING FUND	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY FUND	TOTAL OF ALL FUNDS
CO OF FRESNO CLASS #	10000	20000	41400	41410	41420	41430	41440	
Beg Balance 1/01/2020	4,342,529.53	1,423,391.59	514,192.40	544,207.09	33,667.20	333,904.84	116,931.69	7,308,824.34
Ending Balance 01/31/2020	3,595,205.86	1,424,057.13	514,804.17	550,355.40	33,680.93	334,040.96	116,979.36	6,569,123.81

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SERVICES, SUPPLIES AND MAINTENANCE
BUDGET - TO - ACTUAL
JULY 2019 - JUNE 2020**

Services, Supplies and Maintenance	Fiscal Year 2019 - 2020 Budget	Activity thru 12/31/19	Jan-20	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
City of Fresno Metro Service Agreement	1,003,735	501,867.48	83,644.58	585,512.06	58%	418,222.94	42%
Pension Obligation Bonds	340,038	170,018.82	28,336.47	198,355.29	58%	141,682.71	42%
FCERA Payment Financing	417,751	208,255.75	208,865.50	417,121.25	100%	629.75	0%
Apparatus Financing Payment	49,161	49,160.54	0.00	49,160.54	100%	0.46	0%
Property, Auto & Liability Insurance	56,262	45,289.00	0.00	45,289.00	80%	10,973.00	20%
Turnouts and Masks	75,000	28,662.54	0.00	28,662.54	38%	46,337.46	62%
Communications	95,000	39,353.44	7,871.79	47,225.23	50%	47,774.77	50%
Apparatus Maintenance	150,000	44,840.93	13,008.10	57,849.03	39%	92,150.97	61%
Station Equipment Maintenance	35,000	10,306.56	2,362.87	12,669.43	36%	22,330.57	64%
Computers & Office Equipment	48,000	42,191.67	4,849.73	47,041.40	98%	958.60	2%
Facility Maintenance	75,000	36,374.07	3,774.82	40,148.89	54%	34,851.11	46%
Station Supplies	25,000	13,077.95	3,498.38	16,576.33	66%	8,423.67	34%
Fuel	98,000	44,009.58	8,666.48	52,676.06	54%	45,323.94	46%
Utilities	50,000	16,075.61	4,253.18	20,328.79	41%	29,671.21	59%
Professional Services	90,000	70,655.23	16,206.99	86,862.22	97%	3,137.78	3%
Membership Dues & Subscriptions	20,000	8,973.00	49.16	9,022.16	45%	10,977.84	55%
Travel Expenses	40,000	8,000.16	0.00	8,000.16	20%	31,999.84	80%
Training	80,000	26,735.37	4,838.82	31,574.19	39%	48,425.81	61%
Office Supplies	18,000	8,689.79	1,692.94	10,382.73	58%	7,617.27	42%
Food	3,000	1,646.20	82.48	1,728.68	58%	1,271.32	42%
Fire Prevention	16,644	7,326.07	386.78	7,712.85	46%	8,931.15	54%
Apparatus Tools, Equipment & Hose	75,000	62,015.60	0.00	62,015.60	83%	12,984.40	17%
Extractors	30,000	0.00	0.00	0.00	0%	30,000.00	100%
Totals	2,890,591	1,443,525.36	392,389.07	1,835,914.43	64%	1,054,676.57	36%

7th month of fiscal year - average = 58.33%

**NORTH CENTRAL FIRE PROTECTION DISTRICT
WAGES, BENEFITS, POB AND FUND EXPENDITURES
BUDGET - TO - ACTUAL
JULY 2019 - JUNE 2020**

Wages, Benefits and POB	Fiscal Year 2019 - 2020 Budget	Activity thru 12/31/19	Jan-20	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	61,046	29,069.71	4,831.44	33,901.15	56%	27,144.85	44%
Prior Board Member Benefits	4,663	2,298.65	384.25	2,682.90	58%	1,980.10	42%
Surviving Spouse Benefits	11,112	5,416.63	912.08	6,328.71	57%	4,783.29	43%
Employee Wages and Benefits	5,669,409	2,460,722.49	424,960.24	2,885,682.73	51%	2,783,726.27	49%
Total Wages, Benefits and POB	5,746,230	2,497,507.48	431,088.01	2,928,595.49	51%	2,817,634.51	49%
Fund Expenditures per Budget							
Weed Abatement	16,000	11,540.96	0.00	11,540.96	72%	4,459.04	28%
Reopen and finish work at station 58	89,525	69,645.26	0.00	69,645.26	78%	19,879.74	22%
Type VI Fire Engine	172,500	161,351.36	0.00	161,351.36	94%	11,148.64	6%
Station 55 tower extension	20,000	18,992.80	0.00	18,992.80	95%	1,007.20	5%
Mobile Data Terminals (MDTs)	60,000	60,644.59	0.00	60,644.59	101%	(644.59)	-1%
Pave Area West of App Bay at Station 55	200,000	13,562.74	3,873.12	17,435.86	9%	182,564.14	91%
Miscellaneous Expenditures - Capital	10,000	4,500.00	0.00	4,500.00	45%	5,500.00	55%
Landscaping at Stations 55 & 58	45,000	22,038.00	0.00	22,038.00	49%	22,962.00	51%
Station signs	30,000	0.00	0.00	0.00	0%	30,000.00	100%
Radios	25,000	17,215.54	0.00	17,215.54	69%	7,784.46	31%
Generators - stations 56 & 58	100,000	9,292.60	0.00	9,292.60	9%	90,707.40	91%
Portable Classrooms	60,000	0.00	0.00	0.00	0%	60,000.00	100%
Miscellaneous Expenditures - Building	10,000	0.00	6,388.05	6,388.05	64%	3,611.95	36%
SCBA Fill Station	44,000	0.00	43,691.80	43,691.80	99%	308.20	1%
Total Fund Expenditures	882,025	388,783.85	53,952.97	442,736.82	50%	439,288.18	50%

NORTH CENTRAL FIRE PROTECTION DISTRICT
 REVENUE AND REIMBURSEMENTS
 BUDGET - TO - ACTUAL
 JULY 2019 - JUNE 2020

Revenue	Fiscal Year 2019 - 2020 Budget	Activity thru 12/31/19	Jan-20	YTD Total	% of Budget Received	Over (Under) Estimate	%
Property Taxes	9,421,121	4,664,695.89	42,621.44	4,707,317.33	50%	(4,713,803.67)	-50%
Interest (County Investment Pool)	85,000	33,934.57	16,203.20	50,137.77	59%	(34,862.23)	-41%
Fees, Permits and Plan Checks	65,000	30,148.75	4,870.25	35,019.00	54%	(29,981.00)	-46%
Ambulance Station Lease	17,388	10,143.00	0.00	10,143.00	58%	(7,245.00)	-42%
Tower Rental	29,040	15,607.50	2,402.00	18,009.50	62%	(11,030.50)	-38%
Weed Abatement Assessment	16,000	8,409.60	0.00	8,409.60	53%	(7,590.40)	-47%
Fresno City College ISA Training	27,542	2,952.60	0.00	2,952.60	11%	(24,589.40)	-89%
Miscellaneous Income	1,500	2,366.14	0.00	2,366.14	158%	866.14	58%
Revenue Totals	9,662,591	4,768,258.05	66,096.89	4,834,354.94	50%	(4,828,236.06)	-50%
Reimbursable Items		Activity thru 12/31/19	Jan-20	YTD Totals			
Ambulance Station Lease Utility Reimb.		4,137.84	0.00	4,137.84			
Reimbursement Totals		4,137.84	0.00	4,137.84			

**PG&E Comparison
2019 to 2020**

LOCATION	Jan-19	Jan-20	Difference
15850 W. Kearney:			
Acc# 7835118035 (Elect) - Kwh	\$ 19.71	\$ 26.29	\$ 6.58
Acc# 7835118040 (Gas) - Therms	\$ 1,381.32	\$ 1,158.44	\$ (222.88)
MONTHLY TOTALS	\$ 1,401.03	\$ 1,184.73	\$ (216.30)
806 S. Garfield:			
Acc# 7835118045 (Elect) - Kwh	\$ 9.86	\$ 10.84	\$ 0.98
Acc# 7835118050 (Gas) - Therms	\$ 177.88	\$ 238.08	\$ 60.20
MONTHLY TOTALS	\$ 187.74	\$ 248.92	\$ 61.18
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	\$ 10.51	\$ 10.51	\$ -
Acc# 2283032030 (Gas) - Therms	\$ 250.03	\$ 261.20	\$ 11.17
MONTHLY TOTALS	\$ 260.54	\$ 271.71	\$ 11.17
7285 W. Shields:			
Acc# 6632517005 (Elect) - Kwh	\$ 523.84	\$ 645.95	\$ 122.11
Acc# 7835118025 (Shop) - Kwh	\$ 39.94	\$ 126.72	\$ 86.78
Acc# 7835118020 (yrd lite) - Kwh	\$ 11.49	\$ 11.72	\$ 0.23
Acc# 7835118030 (Gas) - Therms	\$ 313.15	\$ 344.06	\$ 30.91
MONTHLY TOTALS	\$ 888.42	\$ 1,128.45	\$ 240.03
1709 W. Bullard:			
Acc# 2283033680 (Elect) - Kwh	\$ 71.40	\$ 130.93	\$ 59.53
Acc# 2283032877 (Gas) - Therms	\$ 41.73	\$ 43.98	\$ 2.25
MONTHLY TOTALS	\$ 113.13	\$ 174.91	\$ 61.78
TOTALS BY MONTH	\$ 2,850.86	\$ 3,008.72	\$ 157.86

**PG&E Comparison
2019 to 2020**

LOCATION	Jan-19	Jan-20	Difference
15850 W. Kearney:			
Acc# 7835118035 (Elect) - Kwh	3,653	no data	
Acc# 7835118040 (Gas) - Therms	1,069	867	(202)
806 S. Garfield:			
Acc# 7835118045 (Elect) - Kwh	1,917	1,896	(21)
Acc# 7835118050 (Gas) - Therms	135	171	36
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	3,859	4,306	447
Acc# 2283032030 (Gas) - Therms	185	189	4
7285 W. Shields:			
Acc# 6632517005 (Elect) - Kwh	2,391	2,766	375
Acc# 7835118025 (Shop) - Kwh	138	500	362
Acc# 7835118020 (yrd lite) - Kwh	31	31	0
Total Kwh current month	2,560	3,297	737
Acc# 7835118030 (Gas) - Therms	234	250	16
1709 W. Bullard:			
Acc# 2283033680 (Elect) - Kwh	234	474	240
Acc# 2283032877 (Gas) - Therms	26	27	1

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, JANUARY 23, 2020
5:30 P.M.
MINUTES**

1. CALL TO ORDER

District Board Chair Mr. Ken Abrahamian called the meeting to order at 5:33 p.m.

Roll Call

Board Members Present: Mrs. Cheryl Belluomini, Mr. Michael Foglio, Mr. Rusty Nonini, Mr. Ken Abrahamian and Ms. Amanda Souza.

Also present were Fire Chief Tim Henry, Deputy Chief Jacob McAfee, Fire Marshal George Mavrikis, Mr. Ken Price and Mr. Joe Barcelos.

2. INVOCATION AND FLAG SALUTE

The invocation and flag salute were led by Chief Henry.

3. PUBLIC COMMENTS

Mr. John Jansons, the new City Manager for the City of Kerman introduced himself to the District Board. Mr. Jansons stated Chief Henry has graciously welcomed me to the area and took me on a tour of the District. I am interested in learning more about the District and the seventy-five (75) years of service and history here. I look forward to working with Chief Henry and continuing the good relationship between the City of Kerman and the District. I hope we have some opportunities for the City Council to work with the District Board on issues of mutual concern and interest.

Chief Henry stated he talked to Mr. Jansons about an incident that happened to a family in Kerman and together along with school officials, we were all able to provide some help to this family. I appreciate the relationship we are building and am excited to think of the opportunities our open dialogue and support will provide.

The District Board welcomed Mr. Jansons to Kerman and thanked him for the opportunity to meet him and work with him and the City of Kerman officials.

4. CONSENT AGENDA

A. Consideration and Approval of Disbursements List for December 2019

B. Review and Acceptance of Monthly Financial Reports

- 1) District Cash Balances Report – All Funds**
- 2) Budget Variance Report: YTD Expenses Compared to Budget**
- 3) Revenue and Reimbursement Report**
- 4) PG&E Reports for November and December**

Mr. Abrahamian asked the District Board and members of the public if there were any items on the Consent Agenda they would like to pull from the agenda for

discussion or questions. There were no items pulled so Mr. Abrahamian called for a motion.

Motion: To approve the Consent Agenda as presented.

Moved by: Mr. Nonini, second by Mr. Foglio

Mr. Abrahamian:	Mrs. Belluomini:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Aye	Aye	Aye	5/0

5. APPROVAL OF MINUTES

A. Minutes of the Regular Board Meeting of December 19, 2019.

There were no questions or comments

Motion: To approve the minutes of the Regular Board Meeting of December 19, 2019 as presented.

Moved by: Ms. Souza, second by Mr. Nonini.

Mr. Abrahamian:	Mrs. Belluomini:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Abstain	Aye	Aye	Aye	4/0

6. FIRE CHIEF REPORT

A) Fire Incident Fire/Prevention Reports for December

Chief Henry asked the District Board if they received the incident and fire prevention reports by email this month. He stated with the boards consent he would like to continue to provide these two reports by email and just put a summary page in everyone's board packet. Hard copies will be available at each board meeting if a board member would like to take one home. After you review the monthly email of the reports, you can email any questions you have and I will be prepared to answer the question at the board meeting.

The District Board gave their consent to receive the incident and fire prevention reports by email and discuss answers to any questions at the board meeting. There were no questions about this month's reports.

B) Portable Classrooms Update

Chief Henry stated we are currently going through the permitting process with the City of Kerman for a conditional use permit for the portable classroom we are installing here at station 55.

Chief Henry reported the District went out to bid for the work we will be doing here at station 55 for the classroom and paving the area around the classroom, constructing a fence and gates. At station 58 we just have to pour the footing and prepare a pad to place the classroom on, which will not require a permit.

Chief Henry stated the contractor that was awarded the bid by the school district to move the classrooms will move the classrooms to our stations. The District has

a contractor to construct the footing and pad at station 58 and when the classroom arrives this contractor will set the classroom in place, put it together, and wire it. And the contractor that gets the bid for station 55 will do the same with the classroom we are having delivered here. Originally, we were going to place the classroom at station 58 in the gravel area on the north side of the shop but this area is not going to work. Placing the classroom in this area is too close to the existing septic tank and there has been some sink holes in this spot in the past from deteriorating roots from a large tree that was pulled from this spot years ago. We are going to place the classroom south of the old administration buildings west of the shop. This will be a better spot with plenty of space.

Chief Henry addressed a few more questions from the District Board.

C) Weed Abatement – City of Kerman

Chief Henry stated one of the conversations I had with City Manager Jansons was about providing weed abatement services in the City of Kerman. The City's code enforcement has been providing weed abatement services in the City while the District provides this service throughout the rest of the District including the town of Biola. The City of Kerman is approximately three and a half square miles and so I talked to Mr. Jansons about what it would look like for the District to provide the weed abatement services within the city of Kerman.

Mr. Jansons stated currently the City does not have a code enforcement department but instead are relying on a contracted building inspector and planning department staff to handle the enforcement of weed abatement and other enforcement issues. Mr. Jansons stated the District is performing the abatement function in the surrounding areas around the City and with a better efficiency and good governance. Chief Henry and I will explore the possibility of the District providing abatement services for the City. Mr. Jansons added, what can't be overlooked is the power of the badge and uniform. We send out civilians with clip boards and encourage people to abate their weeds and hazards. That pales in comparison to the response you get when a fire professional shows up and says this is a dangerous situation.

The District Board was not aware the District did not already provide this service to the City and is in favor of working something out with the City for the District to provide abatement services. Chief Henry stated he will work with Mr. Jansons and City officials to move forward on what is needed for the District to provide abatement services in the City.

7. PUBLIC HEARING AND ADOPTION OF FIRE CODE ORDINANCE NO. 2019-01

A) Action item – Conduct Public Hearing and adopt Fire Code Ordinance No. 2019-01 introduced at the December 19, 2019, regular board meeting.

Mr. Abrahamian opened the floor for the public hearing but there was no one from the public present for the hearing so he closed the public hearing.

The District Board asked a question about the next step to complete the adoption of the District's Fire Code Ordinance. Chief Henry explained the process of

sending the adopted ordinance to the City of Kerman and the County of Fresno for their respective governing officials to ratify, modify or deny the ordinance. The City and County have fifteen (15) days to make a determination.

There were no more questions or discussion so Mr. Abrahamian called for a motion.

Motion: To adopt Fire Code Ordinance No. 2019-01 as presented.

Moved by: Mr. Nonini, second by Ms. Souza.

Mr. Abrahamian:	Mrs. Belluomini:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Aye	Aye	Aye	5/0

8. BOARD MEMBER COMMENTS/REPORTS

There were no reports or comments.

9. ANNOUNCEMENTS

A) Next Regular Board Meeting: Thursday, February 27, 2020 at 5:30 p.m.

10. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: 1

The closed session was not needed.

11. ADJOURNMENT

Motion: To adjourn the meeting at 6:05 p.m.

Moved by: Mr. Nonini, second by Mrs. Belluomini.

Mr. Abrahamian:	Mrs. Belluomini:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote:
Aye	Aye	Aye	Aye	Aye	5/0

Amanda Souza, Board Secretary
North Central Fire Protection District

Date



The January Fire Incident and Fire Prevention reports will be emailed to you for your review. Please feel free to email your questions to Chief Henry.

If you did not receive the reports, please contact Joe Barcelos and he will email the reports to you.



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: February 27, 2020

SUBJECT: Vacancies & Hiring Process

Current Staffing Levels:

- **Fire Captain:** On November 1, 2019 we promoted two Fire Engineers to Fire Captains, this created two vacancies in the Fire Engineer rank.
- **Fire Engineer:** In addition to the two vacancies on February 2, 2020 one additional Fire Engineer resigned leaving three vacancies in the rank.
- **Fire Fighter:** On February 25, 2020 one of our firefighters resigned and took a position with Bakersfield City Fire Department. With the anticipated promotions in the fire Engineer rank we expect to have 4 Fire Fighter vacancies at that time.

We are currently on schedule to administer a promotional exam for the Fire Engineer rank on April 14 & 15th. The exam will be open to internal candidates only (14 NCFPD Fire Fighters). Immediately following the certification of the promotional list, three engineers will be promoted and a Fire Fighter Exam will be conducted.

The Fire Fighter applicants will be required to have completed a State Fire Marshal Fire Fighter I (FFI) Academy that meets or exceeds the time and credentials of the Fresno Community College (FFC) FFI Academy. Preference points will be awarded for military veterans and additional preference points for current and former NCFPD student interns.

Recommended Action: Information only.

"Our Mission: To integrate with our community by exceeding traditional service expectations"



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

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www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: February 27, 2020

SUBJECT: Resolution No. 20-01 – Amending Salary & Benefit Resolution No. 19-02

The District adopted amended salary and benefit Resolution No. 19-02 on January 24, 2019. There is a need to amend the District's salary and benefit resolution to add two positions, to update the language in the retirement plan section and a recommendation to increase the District's health insurance cap from \$1,500 to \$1,600.

The two positions being added are a Paid Intern and a Firefighter Trainee.

- Firefighter Trainee: This will be a limited time position to help with vacancies. The District currently has three vacant engineer positions and one firefighter vacancy. It will take a few months to test and hire/promote three Engineers and then test to fill the vacant firefighter positions. During this time the Firefighter Trainees will fill some of the vacancies and cover some of the what would be otherwise overtime shifts.
- Paid Interns: The paid interns will work part-time to help fill some of the vacancies already mentioned as well as other times when needed.

When the Salary and Benefit resolution was adopted back in January 2019, the District's pension plan had not started so there was language in the resolution referring to contributions in the District's 457 plan. Now that the District's pension plan is in place, the language referring to the 457 plan can be removed.

The increase in the District health insurance cap of \$1,500 to \$1,600 is proposed to become effective January 1, 2021, when insurance premiums will increase. This increase in the cap is projected to cost the District \$1,540 a month and \$18,480 annually.

Attached to this memo is a redlined version to show the changes and a clean version of the proposed amended Resolution.

mended Action: Consider and adopt Salary and Benefit Resolution No. 20-01

RESOLUTION No. 20-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL FIRE PROTECTION DISTRICT TO AMEND RESOLUTION NO. 19-02 TO ESTABLISH SALARIES AND BENEFITS FOR CURRENT AND FUTURE EMPLOYEES.

WHEREAS, the North Central Fire Protection District (DISTRICT) is a California special district located in the County of Fresno, and

WHEREAS, it is the DISTRICT's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the DISTRICT has in its employ, SAFETY AND NON-SAFETY employees; and

WHEREAS, there is a need to amend Resolution No. 19-02 adopted at a regular board meeting on January 24, 2019,

WHEREAS, the Board of Directors of the DISTRICT has reviewed the proposed salaries for all of its employees; and

WHEREAS, the DISTRICT shall enter into a separate employment agreement with the Fire Chief; and

WHEREAS, the DISTRICT will compensate its employees' overtime in accordance with this SALARIES AND BENEFITS RESOLUTION while during the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response as defined in the California Fire Assistance Agreement or Mutual-Aid Agreements.

NOW THEREFORE BE IT RESOLVED that the conditions set forth in this resolution, as stated below, take effect upon adoption by the North Central Fire Protection District Board of Directors.

1. Compensation. A base salary range for each employee position are established in Exhibit A1.
2. Premium Pay. A ten percent (10%) Premium Pay for forty-hour (40) Staff Captain positions.
3. Uniform Allowance. The District shall reimburse employee for the actual cost of any expenses incurred to purchase or replace a District

authorized uniform, up to Seven Hundred Fifty and No/100 Dollars (\$750.00) per fiscal year.

4. Vacation. All vacation time shall be earned and credited to permanent employees on a monthly basis. Mid-Management is credited 1/3 of their vacation hours on the first day of the Fiscal Year. Employees in the following job classes shall earn annual vacation per the following:

40-hour Shift Employees

- a. Up to and including five years of service – ten (10) working days. Mid-Management 15 days
- b. Six years through ten years of service – fourteen (14) working days. Mid-Management 17.5 days.
- c. Eleven years of service or more – eighteen (18) working days. Mid-Management 20 days.

56-hour Shift Employees

- a. Up to and including five years of service – five (5) shifts (120 hours). Mid-Management 7.5 shifts
- b. Six years through ten years of service – seven (7) shifts (168 hours). Mid-Management 10 shifts
- c. Eleven years of service or more – nine (9) shifts (216 hours). Mid-Management 12 shifts

*Mid-Management are those position that are FSLA overtime exempt.

5. Sick Leave. Fifty-six (56) hour employees shall accrue sick leave at the rate of 12 hours a month, and forty (40) hour employees accrue sick leave at the rate of 8 hours a month. Part-time employees will be provided the state minimum required 24 hours (3 days) of sick leave at the beginning of each 12-month period.
6. Health and Welfare Contribution. The District will make available group medical, dental, optical and life insurance to all fulltime employees; however, DISTRICT's contribution shall be 80% of the total cost for these benefits with a maximum DISTRICT contribution of ~~\$1,500~~\$1,600 per month effective January 1, 2021.
7. Holiday Pay.
40-hour employees are eligible for a maximum of 88 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a holiday shall receive compensatory pay at straight time equal to the number of hours worked. Likewise, when the holiday falls on the employee's regularly scheduled

day off, they shall receive one day of compensatory pay. No leave hours shall carryover to the next year to be cashed out. The Fire Chief may on occasion assign certain employees to work on a designated holiday. When this occurs the employee shall receive one hour of paid overtime for each hour worked.

The District provides a maximum total of 88 hours paid holiday time per calendar year to 40-hour employees. This equals to ten (10) regular 8-hour workdays and two (2) ½ days or four (4) work hours each, on Christmas Eve Day, December 24th, and Friday afternoon prior to Easter Sunday.

56-hour employees are compensated an additional ½ time when working a District recognized holiday.

The District recognized holidays are:

1. New Year's Day, January 1
2. Martin Luther King Day, Third Monday in January
3. Washington's Birthday, Third Monday in February
4. Memorial Day, Fourth Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day, Fourth Thursday in November
9. Day After Thanksgiving Day
10. Christmas Day, December 25

8. Retirement.

~~The District will contribute 12.5% for safety and 8 % for non-safety of an employee's salary into a tax-qualified deferred plan under the Internal Revenue Code, until which time a defined contribution/benefit plan or PERS system is adopted by the District and is in place.~~

The District adopted a 401(a) Defined Benefit Plan at a special board meeting held on December 12, 2018. ~~As of the effective date, contributions can be made into the District's 401(a) Defined Benefit Plan. Under this Plan, the District will contribute 10.3% for safety and 10.8% for non-safety of an employee's base salary. The District contribution listed in the above paragraph into a tax-qualified deferred plan under the Internal Revenue Code will discontinue when the contributions into the District's 401(a) Defined Benefit Plan begins.~~

This Resolution supersedes and replaces all prior District resolutions establishing salaries and benefits to current and future employees as of the date of adoption of this resolution.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on this 27th day of February 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF KERMAN)

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a regular meeting of the Board of Directors on February 27, 2020.

DATED: February 27, 2020

Amanda Souza, Board Secretary

**"EXHIBIT A1"
RESOLUTION NO. 20-01**

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SALARY SCALE**

Position	Pay Rate	Step I	Step II	Step III
Paid Intern	\$15 an hour or State of California Minimum Wage, whichever is higher.			
Firefighter Trainee	Monthly Base Pay	4,396	4,627	
	Annual Base Pay	52,752	55,524	
Firefighter	Monthly Base Pay	4,884	5,141	5,412
	Annual Base Pay	58,608	61,692	64,944
Engineer	Monthly Base Pay	5,377	5,660	5,958
	Annual Base Pay	64,524	67,920	71,496
Captain	Monthly Base Pay	5,914	6,225	6,553
	Annual Base Pay	70,968	74,700	78,636
Admin Captain	Monthly Base Pay	5,914	6,225	6,553
	Premium Pay	591	623	655
	Annual Base Pay	78,060	82,176	86,496
Fire Marshal	Monthly Base Pay	8,146	8,553	8,981
	Annual Base Pay	97,752	102,636	107,772
Battalion Chief	Monthly Base Pay	8,981	9,454	9,952
	Annual Base Pay	107,772	113,448	119,424
Deputy Chief	Monthly Base Pay	10,755	11,293	11,858
	Annual Base Pay	129,060	135,516	142,296
Fire Chief	The District Fire Chief salary is based on a salary range			
	Monthly Salary Range	11,751	-	13,020
	Annual Salary Range	141,012	-	156,240
Business Manager	Pay Rate	Step I	Step II	Step III
	Monthly Base Pay	5,280	5,558	5,851
	Annual Base Pay	63,360	66,696	70,212
Inspector	Monthly Base Pay	5,132	5,402	5,686
	Annual Base Pay	61,584	64,824	68,232
Executive Assistant	Monthly Base Pay	4,715	4,963	5,224
	Annual Base Pay	56,580	59,556	62,688
Principal Account Clerk	Monthly Base Pay	4,210	4,432	4,665
	Annual Base Pay	50,520	53,184	55,980
Senior Account Clerk	Monthly Base Pay	3,708	3,903	4,108
	Annual Base Pay	44,496	46,836	49,296
Admin Tech	Monthly Base Pay	4,195	4,416	4,648
	Annual Base Pay	50,340	52,992	55,776

RESOLUTION No. 20-01

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WHEREAS, the DISTRICT shall enter into a separate employment agreement with the Fire Chief; and

WHEREAS, the DISTRICT will compensate its employees' overtime in accordance with this SALARIES AND BENEFITS RESOLUTION while during the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response as defined in the California Fire Assistance Agreement or Mutual-Aid Agreements.

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*Mid-Management are those position that are FSLA overtime exempt.

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6. Health and Welfare Contribution. The District will make available group medical, dental, optical and life insurance to all fulltime employees; however, DISTRICT's contribution shall be 80% of the total cost for these benefits with a maximum DISTRICT contribution of \$1,600 per month effective January 1, 2021.
7. Holiday Pay. 40-hour employees are eligible for a maximum of 88 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a holiday shall receive compensatory pay at straight time equal to the number of hours worked. Likewise, when the holiday falls on the employee's regularly scheduled

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8. Retirement.

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AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF KERMAN)

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DATED: February 27, 2020

Amanda Souza, Board Secretary

**"EXHIBIT A1"
RESOLUTION NO. 20-01**

**NORTH CENTRAL FIRE PROTECTION DISTRICT
SALARY SCALE**

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	Annual Base Pay	70,968	74,700	78,636
Admin Captain	Monthly Base Pay	5,914	6,225	6,553
	Premium Pay	591	623	655
	Annual Base Pay	78,060	82,176	86,496
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NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

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Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: February 27, 2020

SUBJECT: Station 55 Parking Renovation Project Bids

On January 15th, the District sent out a Request for Proposal (RFP) to obtain bids for the station 55 Parking Renovation Project. District staff sent the RFP to twenty-seven (27) local contractors, posted it on the District website and with the Builders Exchange. The deadline to turn in a bid proposal was Friday February 14th, the District received ten proposals which are listed below.

Bid Proposals

<u>Bidder</u>	<u>Bid Amount</u>
Bush Engineering Inc	\$ 251,383
Cal Valley Construction	\$ 278,900
Caliber Contracting Services	\$ 293,000
Marko Construction Group	\$ 322,456
R.J. Berry Jr., Inc	\$ 328,200
Dave Christian Construction	\$ 341,000
Sealrite Paving & Grading	\$ 351,973
Avison Construction	\$ 362,000
Davis Moreno Construction	\$ 380,920
GC Builders	\$ 388,555

The main components of the project are:

- Excavate area where portable classroom will be placed and construct a building pad and trailer footing for classroom.
- Pave entire dirt area west of the station and around area where classroom will be placed to create parking lot west of the station.
- Construct block fence across newly paved lot near Kearney with rolling automatic gate and access gate near building.
- Provide electrical work to rolling gate and outlets.
- Remove some curbing to widen driveway northwest of apparatus bay.

North Central Board of Directors
Station 55 Parking Renovation Project
February 27, 2020
Page 2

The portable classrooms the District is purchasing from the school district are scheduled to be moved in the third week in June. This will give the District close to three months to get this project completed before the classrooms are moved.

Attached to this memo is the site plan page for you review

Recommended Action: Accept the bid proposal submitted by Bush Engineering and authorize Chief Henry to move forward with a contract for the work to complete this project or reject all bids.



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Cheryl Belluomini

Michael Foglio • Rusty Nonini • Amanda Souza

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www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Tim Henry, Fire Chief

DATE: February 27, 2020

SUBJECT: Resolution No. 20-02 – PARS Rate Stabilization Program

The Public Agency Retirement Services (PARS) Pension Rate Stabilization Program is a Section 115 irrevocable trust designed for agencies to prefund pension costs and address pension liabilities when employer revenues are strained. The program was designed to help agencies lessen long-term pension investment volatility while at the same time providing employers with greater local control of assets and investment flexibility to create a more sound retirement system.

Here are some examples of the benefits of using a trust to prefund pension obligations:

- Assets can be accessed to offset unexpected rate increases (rate stabilization) or be used as a rainy day fund during periods when revenues are impaired based on economic or other conditions.
- District has complete control over assets, including contributions, disbursements and the timing, amount, and risk tolerance level of investments.
- Flexibility to access trust assets at anytime as long as it is used to pay employer's pension obligation.
- Assets held in the PARS Trust allows for greater investment flexibility and risk diversification compared to an agency's general fund investments.

There are no costs to open the Trust and the District is not obligated to make contributions. The District can simply open the trust and decide at anytime when and how much to contribute. The funds contributed into the trust will be invested based on the District's direction but can only be used for employer pension obligations.

Recommended Action: Consider and adopt Resolution No. 20-02 authorizing Chief Henry as Plan Administrator to execute the PARS legal and administrative documents on behalf of the District to open the PARS Pension Rate Stabilization Program Trust.

RESOLUTION NO. 20-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NORTH CENTRAL FIRE PROTECTION DISTRICT
APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the North Central Fire Protection District ("District") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the District's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the District's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the District reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective February 27, 2020; and
2. The Board of Directors hereby appoints the Fire Chief, or his/her successor or his/her designee as the District's Plan Administrator for the Program; and
3. The District's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Program.

Passed and adopted at the regular meeting of the Board of Directors of the North Central Fire Protection District held on this 27th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Board Chair

ATTEST:

Board Secretary

CERTIFICATE

**STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF KERMAN }**

I, Amanda Souza, the Secretary of the Board of Directors of the North Central Fire Protection District of Fresno County, California hereby certifies that the above foregoing resolution was duly and regularly adopted by said Board at a regular meeting thereof held of the 27th day of February, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand this 27th day of February, 2020.

Board Secretary

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this ____ day of _____, 2020, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2020 and ending _____, 2023 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or

provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:
BY: _____
Tod Hammeras

TITLE: Chief Financial Officer _____

DATE: _____

EXHIBIT 1A

SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
 - (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.
2. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
 - (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
 - (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
 - (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
 - (F) Preparing and submitting an annual report of Plan activity to the Agency;
 - (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
 - (H) Coordinating periodic audits of the Trust;
 - (I) Monitoring Plan and Trust compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.