

ALPINE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Director Taylor
Director Willis
Director Mehrer
Director Paskle
Director Cromwell

Regular Board Meeting
Tuesday - 6/20/2023
5:00 P.M.

Fire Chief Brian Boggeln

Fire Station 17
1364 Tavern Road
Alpine, CA 91901



DISABLED ACCESS TO MEETING: A request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. Any such request must be made to the Clerk of the Board at 619-445-2635 at least 24-hours before the meeting.

WRITINGS DISTRIBUTED TO THE BOARD: Pursuant to Government Code 54957.5, written materials distributed to the Board of Directors in connection with this agenda will be available to the public at the Alpine Fire Protection District Administration Office located at 1364 Tavern Road, Alpine, CA 91901. In addition, supporting documentation (including attachments referenced in the agenda) is available for viewing on the Alpine Fire Protection District website.

PUBLIC COMMENT AND DISCUSSION: Members of the public may address the Board during public comment on a particular agenda item, or if they wish, to make a general comment on a matter within the subject matter jurisdiction of the District. On their own initiative or in response to questions posed by the public, board members may ask a question for clarification; provide reference to staff or other resources for factual information or request staff to report back at a subsequent meeting. The District limits each speaker to 3 minutes per subject or topic.

CERTIFICATION OF POSTING

I certify that a copy of the foregoing Agenda was posted near the regular meeting place of the Board of Directors of Alpine Fire Protection District, said time being at least 72-hours in advance of the Regular Meeting of the Board of Directors. (Govt. Code Section 54954.2)

Brian Boggeln, Fire Chief

**ALPINE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

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Director Cromwell

Regular Board Meeting
Tuesday - 6/20/2023
5:00 P.M.

Fire Chief Brian Boggeln

Fire Station 17
1364 Tavern Road
Alpine, CA 91901

The following Director(s) will be attending the meeting remotely:

Director Mehrer – 447 F Street, Chula Vista, CA 91910

1. CALL TO ORDER AND DETERMINATION OF A QUORUM
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. APPROVAL OF AGENDA
4. CONSENT CALENDAR
 - 4.1. Approve the Minutes: May 16, 2023 - Regular Board Meeting pg. 04
 - 4.2. Financial Reports pg. 06
 - 4.3. Monthly Incident Statistics pg. 31
5. PUBLIC COMMENT AND DISCUSSION
6. ACTION AGENDA ITEMS
 - 6.1. Resolution No. 22/23-30: Resolution Establishing the Limit for Appropriations of Proceeds of Tax Subject to Limitation for Fiscal Year 2023-2024 (GANN Limit) pg. 32
 - 6.2. Second Hearing - Ordinance No. 2023-02 – Defensible Space and Weed Abatement Ordinance pg. 35
 - 6.3. Adoption - Ordinance No. 2023-02 – Defensible Space and Weed Abatement Ordinance pg. 37
 - 6.4. Amended and Restated Joint Exercise of Powers Agreement for “Heartland Communications Facility Authority” pg. 50
 - 6.5. Adoption of Fiscal Year 2023-24 Preliminary Budget pg. 70
 - 6.6. Resolution No. 22/23-31: Resolution Establishing the Restricted, Committed, and Assigned Fund Balance Categories for Fiscal Year Ending 2022-23 pg. 81
7. REPORTS
 - 7.1. Directors’ Report Verbal
 - 7.2. Fire Chief Verbal
 - 7.3. Fire Marshal Verbal
 - 7.4. Alpine Firefighters Association – Local 2638 Verbal
 - 7.5. Committee Reports Verbal
8. CLOSED SESSION
 - 8.1. Conference with Labor Negotiators (Government Code §54957.6)
 - 8.1.1. *Employee Organization: Association of Firefighters Local 2638*
Agency Negotiators: Directors Paskle, Mehrer; Chief Boggeln
 - 8.1.2. *Unrepresented Employee(s): Fire Marshal, Administrative Officer, Fire Chief*
9. Ratification of Memorandum of Understanding: Alpine Firefighters Association Local 2638 and the Alpine Fire Protection District pg. 86

ALPINE FIRE PROTECTION DISTRICT
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- 10. Ratification of Memorandum of Understanding: Fire Marshal Jason McBroom and the Alpine Fire Protection District pg. 110

- 11. Ratification of Memorandum of Understanding: Fire Chief Brian Boggeln and the Alpine Fire Protection District pg. 121

ALPINE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS

Director Taylor
Director Willis
Director Mehrer
Director Paskle
Director Cromwell

Regular Board Meeting
Tuesday - 5/16/2023
5:00 P.M.

Fire Chief Brian Boggeln

Fire Station 17
1364 Tavern Road
Alpine, CA 91901

The following Directors will be attending the meeting remotely:

Director Taylor – 1207 Sioux Street, South Lake Tahoe, CA 96150

Director Mehrer – 447 F Street, Chula Vista, CA 91910

1. CALL TO ORDER AND DETERMINATION OF A QUORUM
Present at 1364 Tavern Road: Willis, Paskle, Cromwell
Present Via Teleconference: Taylor, Mehrer
2. PLEDGE OF ALLEGIANCE AND INVOCATION
Pledge of Allegiance led by Director Willis. Invocation by Director Willis.
3. APPROVAL OF AGENDA
Motion to approve agenda by Director Willis. Second by Director Paskle.
Discussion: None
4. CONSENT CALENDAR
Motion to approve Consent Calendar: Director Paskle. Second by Director Cromwell.
Discussion: None
 - 4.1. Approve the Minutes: April 18, 2023 - Regular Board Meeting pg. 04
 - 4.2. Approve the Minutes: April 25, 2023 – Special Board Meeting pg. 06
 - 4.3. Correspondence – SD LAFCO pg. 09
 - 4.4. Financial Reports pg. 11
 - 4.5. Monthly Incident Statistics pg. 35
5. PUBLIC COMMENT AND DISCUSSION
No public comment or discussion.
6. DISCUSSION AGENDA ITEMS
 - 6.1 AB 3074 – Ember Resistant Zones pg. 36
Fire Marshal McBroom presented information to the Board on Zone 0.
7. ACTION AGENDA ITEMS
 - 7.1. Resolution No. 22/23-28: Resolution to Participate in the County of San Diego Fire Mitigation Fee Program for Fiscal Year 23/24 and Adopt a Capital Improvement Plan for the Use of Fire Mitigation Fee Revenue pg. 55
Motion to approve Resolution No. 22/23-28 with rate of 50% of the max and approving the Capital Plan: Director Willis Second by: Director Paskle.
Discussion: Discussion was had between the Board and staff.
Roll Call Vote: Ayes (5): Taylor, Willis, Mehrer, Paskle, Cromwell; Noes (0)
 - 7.2. Review and approve Board Policy No. 1106 – Investment Policy pg. 60
Motion to approve Policy No. 1106: Director Willis Second: Director Cromwell

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Discussion: Admin Director Pinhero presented the information to the Board.

Roll Call Vote: Ayes (5): Taylor, Willis, Mehrer, Paskle, Cromwell

- 7.3. Ordinance No. 2023-02 – Defensible Space and Weed Abatement Ordinance pg. 75
(1st hearing)

Discussion: 1st Hearing only, no action taken. Fire Marshal McBroom presented the changes to the Board.

- 7.4. Resolution No. 22/23-29: Approving the Application for Grant Funds for the Pg. 91
San Diego River Conservancy Directed Grant Program

Motion to approve Resolution No. 22/23-29: Director Willis. Second: Director Cromwell.

Discussion: Fire Marshal McBroom presented to the Board the need for the grant.

Roll Call Vote: Ayes (5): Taylor, Willis, Mehrer, Paskle, Cromwell. Noes (0)

8. REPORTS

- 8.1. Directors' Report Verbal

Director Taylor congratulated Director Willis on his reelection to LAFCO.

- 8.2. Fire Chief Verbal

Provided an update on the District to the Board.

- 8.3. Fire Marshal Verbal

Provided an update on the Alpine/Viejias Fire Safe Council to the Board.

- 8.4. Alpine Firefighters Association – Local 2638 Verbal

No report.

The Board adjourned to closed session at 1802 hours.

9. CLOSED SESSION – The Board entered closed session at 1803 hours.

- 9.1. Conference with Labor Negotiators (Government Code §54957.6)

9.1.1. *Employee Organization: Association of Alpine Firefighters IAFF Local 2638*

Agency Negotiators: Directors Paskle, Mehrer; Chief Boggeln

9.1.2. *Unrepresented Employee: Fire Marshal, Administrative Officer, Fire Chief*

The Board adjourned from closed session and entered open session at 1837 hours. Director Taylor reported that direction was given and no action taken.

10. ADJOURNMENT

Motion to adjourn at 1838 hours: Director Willis Second by Director Paskle

Roll Call Vote: Ayes (5): Taylor, Willis, Mehrer, Paskle, Cromwell; Noes (0)

Next Meeting Notification:

6/20/2023 at 5:00 p.m.

Location: 1364 Tavern Road, Alpine, CA 91901

ALPINE FIRE PROTECTION DISTRICT

Balance Sheet

As of May 31, 2023

06/08/23

Accrual Basis

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1000 · COUNTY OF SAN DIEGO	
1000.01 · Gen. 310100-47500	
Committed Economic Stab. Fund	208,837.00
Committed UAL (CalPERS)	100,000.00
Committed Vac-Sick Liabilit	67,159.24
Assigned Budget Stab. Reserve	143,761.00
Allocated Capital Apparatus	584,333.36
Allocated Compensated Absenses	95,000.00
Allocated EQ/Capital Bldg	71,000.00
Allocated Encumbrance	31,003.00
Allocated Unfunded Liability	213,533.70
1000.01 · Gen. 310100-47500 - Other	2,710,448.95
Total 1000.01 · Gen. 310100-47500	4,225,076.25
1000.02 · Mitig.310135-47505	
Committed for Capital Accrual	5,428.88
Assigned for Capital Accrual	36,451.70
Total 1000.02 · Mitig.310135-47505	41,880.58
Total 1000 · COUNTY OF SAN DIEGO	4,266,956.83
1001 · OTHER A/C'S	
1101.10 · CALIFORNIA CLASS	
CA-01-0075-0002 MM 1469	
General	624.63
Committed Equipment Replacement	16,709.82
Committed Capital Building Fund	8,745.00
Assigned EquipAccrual Fund (09)	28,950.00
Committed CalPERS UAL (EF)	221,153.02
Assigned Cap Veh Rep Fund (OES)	28,474.59
Assigned BuildAccrual Fund (08)	90,000.00
Allocated Capital Apparatus	44,345.60
Total CA-01-0075-0002 MM 1469	439,002.66
CA-01-0075 -0001 AFD-Prime	0.50
Total 1101.10 · CALIFORNIA CLASS	439,003.16
1001.07 · CB&T Checking - 8473	113,876.58
1001.04 · CB&T-(Workers Comp)	19,528.91
1101.06 · CB&T Money Plus	
General	67,025.98
Total 1101.06 · CB&T Money Plus	67,025.98
1101.09 · CB&T Savings (Grant)	500.53
1200.00 · US Bank - Trust Fund PARS 115	
Pension Investment	17,370.54
Market Value FL	164.61
Total 1200.00 · US Bank - Trust Fund PARS 115	17,535.15
Total 1001 · OTHER A/C'S	657,470.31
Total Checking/Savings	4,924,427.14
Accounts Receivable	
1003 · *Accounts Receivable	27.74
Total Accounts Receivable	27.74
Other Current Assets	
1002 · OTHER CURRENT ASSETS	
1002.1 · LAIF 17-37-006	

ALPINE FIRE PROTECTION DISTRICT

Balance Sheet

As of May 31, 2023

06/08/23

Accrual Basis

	May 31, 23
General	11,933.81
Committed Funds	767,373.84
Committed SRPL Funds	5,417.55
Total 1002.1 · LAIF 17-37-006	784,725.20
1002.2 · PASIS-Risk Pool Deposit	524,055.52
1002.6 · Petty Cash	76.00
1002.65 · Change Account	100.00
1002.13 · P1R-354391 - Comerica AFPD fund	
Securities (Fixed Income)	1,968,272.31
Market Value of Portfolio FL	-124,305.61
Money Market	18,081.62
Total 1002.13 · P1R-354391 - Comerica AFPD fund	1,862,048.32
1002.14 · P1R-114381 - Comerica SRPL fund	
Securities	297,571.00
Market Value of Portfolio FL	-61,132.45
Money Market	4,304.93
Total 1002.14 · P1R-114381 - Comerica SRPL fund	240,743.48
1002.16 · US Bank Bond Interest on Inter.	
Money Market	41.19
Total 1002.16 · US Bank Bond Interest on Inter.	41.19
1002.17 · US Bank Bond Interest on Princ.	
Money Market	316.89
Total 1002.17 · US Bank Bond Interest on Princ.	316.89
Total 1002 · OTHER CURRENT ASSETS	3,412,106.60
Total Other Current Assets	3,412,106.60
Total Current Assets	8,336,561.48
TOTAL ASSETS	8,336,561.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	375.60
Total Accounts Payable	375.60
Credit Cards	
2002 · CREDIT CARDS	
CalCard (Debbie Pinhero -5683)	348.60
Total 2002 · CREDIT CARDS	348.60
Total Credit Cards	348.60
Other Current Liabilities	
1800 · Market value of portfolio	-231,527.92
2003 · OTHER LIABILITIES	
2003.12 · SRPL Mitigation Funds	246,445.80
Total 2003 · OTHER LIABILITIES	246,445.80
2100 · PAYROLL LIABILITIES	
2100.03 · MediCare Tax	-525.12
2100.04 · CalPERS Retirement - Company	5,989.64
2100.21 · CalPERS Retirement - Employee	-2.23
2100.07 · Long Term Disability	-37.60
2100.16 · Life Insurance - Company	0.01
2100.17 · Supplemental Life Insurance	-36.19

ALPINE FIRE PROTECTION DISTRICT

Balance Sheet

As of May 31, 2023

06/08/23

Accrual Basis

	May 31, 23
2100.22 · Health Benefits {ER}	-549.28
2100.23 · Reportable Health Coverage {EE}	957.46
Total 2100 · PAYROLL LIABILITIES	5,796.69
Total Other Current Liabilities	20,714.57
Total Current Liabilities	21,438.77
Long Term Liabilities	
2500 · LONG TERM LIABILITIES	
2500.11 · ACCRUED CLAIMS LIABILITY	129,579.00
2500.01 · Compensated Absences	0.10
Total 2500 · LONG TERM LIABILITIES	129,579.10
Total Long Term Liabilities	129,579.10
Total Liabilities	151,017.87
Equity	
1110 · Retained Earnings	690,362.48
3000 · OPENING BAL EQUITY	4,872,464.00
3002 · UNRESERVED and UNDESIGNATED	
3002.01 · General Fund Balance	1,553,545.88
3002.02 · Mitigation Fee Fund	2,703.00
Total 3002 · UNRESERVED and UNDESIGNATED	1,556,248.88
3007 · Investment in Fixed Assets	320,460.00
3009 · Prior Period Adjustment	38,500.00
Net Income	707,508.25
Total Equity	8,185,543.61
TOTAL LIABILITIES & EQUITY	8,336,561.48

**ALPINE FIRE PROTECTION DISTRICT
CASH FLOW STATEMENT**

As of
05/31/2023

FUND STATUS - UNASSIGNED & REVOLVING

1000.01	County SD General Fund (Revolving cash account)	\$	2,710,448.95
1000.02	County SD Mitigation Other	\$	36,451.70
1001.07	California Bank & Trust (Revolving cash account) 8473	\$	113,876.58
1101.06	California Bank & Trust (Money Mkt - General business saving)	\$	67,025.98
1101.1	CA CLASS General	\$	82,665.73
1002.01	LAIF (General)	\$	11,633.81
1002.06	Petty Cash (Imprest account)	\$	76.00
1002.65	Change Account	\$	100.00
1499	Undeposited Funds	\$	-
		<hr style="border: 1px solid black;"/>	
		\$	3,022,278.75

***Apportionment Schedule: 11/15=5%; 12/20=20%; 1/17=28%; 2/14=5%; 3/21=2%; 4/18=33%; 5/16=3%; 6/20=2%; 7/21=2%*

FUND STATUS - ASSIGNED/ALLOCATED

1000.01	County of SD General Fund - Assigned Budget Stability Reserve	\$	143,761.00
	County SD General Fund: Allocated - Capital Apparatus	\$	584,333.36
	County SD General Fund: Allocated - Compensated Absences	\$	95,000.00
	County SD General Fund: Allocated - EQ/Capital Bldg	\$	71,000.00
	County SD General Fund: Allocated - Encumbrance	\$	31,003.00
	County SD General Fund: Allocated - Unfunded Liability	\$	213,533.70
1001.04	California Bank & Trust - Workers Compensation checking	\$	19,528.91
1002.01	LAIF (SRPL Powerlink Mitigation Funds)	\$	5,417.55
1002.02	PASIS LAIF - Risk Pool Deposit Workers Compensation	\$	-
1002.13	Comerica Securities - Investment account - Market Value Fluctuation	\$	(14,955.87)
	Comerica Securities - Investment account - Money Market	\$	18,081.62
1002.14	Comerica Securities - Assigned (SRPL Sunrise Powerlink Mitigation Funds)	\$	297,571.00
1002.14	Comerica Securities - SRPL - Money Market for reinvestment	\$	4,304.93
1002.14	Comerica Securities - SRPL - Market Value Fluctuation	\$	(61,132.45)
1002.16	US Bank Bond - Interest	\$	41.19
1002.17	US Bank Bond - Principle	\$	316.89
1101.1	CA CLASS (Money Mkt - Allocated Capital Apparatus (OES))	\$	28,474.59
1101.09	CB&T Savings (Trust account / Grants)	\$	500.53
1200	US BANK - Trust Fund PARS 115 (Trust account / Grants)	\$	17,535.15
		<hr style="border: 1px solid black;"/>	
		\$	1,454,315.10

* Mitigation funds can only be used for capital expenditures, i.e.: Fire Station, additional Apparatus (not replacements), etc. New building fees, not property taxes generate these funds.

**ALPINE FIRE PROTECTION DISTRICT
CASH FLOW STATEMENT**

As of
05/31/2023

FUND STATUS - COMMITTED/ASSIGNED - (RESOLUTION 22/23-04)

1000.01.1	County SD General Fund : Committed - Economic Stability Fund	\$	208,837.00
	County SD General Fund : Committed - CalPers Unfunded Actuarial Liability	\$	100,000.00
	County SD General Fund : Committed - Vacation Sick Liability	\$	67,159.24
1000.02.1	County SD Mitigation Fund : Committed & Assigned - Capital Accrual	\$	5,428.88
1101.1	CA CLASS (Money Mkt - Committed Capital Building Fund (08))	\$	90,000.00
	CA CLASS (Money Mkt - Committed Equipment Replacement	\$	16,709.82
	CA CLASS (Money Mkt -Committed CalPers UAL (Equip Fund)	\$	221,153.02
1002.01	LAIF : Committed Funds	\$	767,673.84
1002.02	PASIS LAIF : Committed - Risk Pool Deposit Workers Compensation	\$	524,055.52
1002.13	Comerica Securities Inc Committed - Economic Stability Fund	\$	1,000,000.00
	Comerica Securities Inc Committed - CalPers Unfunded Liability	\$	513,119.78
	Comerica Securities Inc Committed - Capital Building Improvement Fund	\$	161,646.47
	Comerica Securities Inc Committed - Equipment Replacement Fund	\$	128,851.02
	Comerica Securities Inc Committed - Capital Appartus Fund	\$	55,305.30
		\$	3,859,939.89
Y:\Financial Reports\Cash Flow Reports\2023			
		\$	8,336,533.74
	Total Current Assets	\$	8,336,561.48
	Accounts Receivable	\$	27.74
	Receivables	\$	27.74
	Deferred Outflows of Resources	\$	-

* Mitigation funds can only be used for capital expenditures, i.e.: Fire Station, additional Apparatus (not replacements), etc. New building fees, not property taxes generate these funds.

Portfolio Analysis

5/31/2023

Total cost of accounts (cash value)	\$3,753,141.99
Value of accounts (market value)	\$3,575,262.43
Unrealized gain/loss \$ (market v - cash v)	(\$177,879.56)
Unrealized gain/loss %	-4.74%
Average earning % CD	2.33%

Investment Name	Broker/Dealer	CUSIP	Maturity Date	Term in Months	Interest Rate	Quantity	Purchase Price Per Unit	Total Cost (Purchase Price)	Market Price	Market Value	Gain/Loss (\$)	Gain/Loss (%)
Federal Home LnMTG Corp	Comerica	3134GX2P8	9/30/2024	24	4.13%	4080	\$ 100.00	\$ 408,000.00	\$ 98.30	\$ 401,080.32	\$ (6,919.68)	-1.70%
Federal Home Ln Bks Cons BD 4%	Comerica	3130ASYR4	8/28/2025	32	4.00%	1250	\$ 100.00	\$ 124,012.50	\$ 97.72	\$ 122,147.50	\$ (1,865.00)	-1.50%
Federal Home CR Bks Cons BD 5.05%	Comerica	3133EN7C8	10/25/2025	32	5.05%	1350	\$ 100.00	\$ 124,012.50	\$ 98.98	\$ 133,624.35	\$ 9,611.85	7.75%
Wells Fargo Bk (CD)	Comerica	949763RG3	6/6/2023	60	3.25%	1220	\$ 100.00	\$ 122,000.00	\$ 99.97	\$ 121,960.96	\$ (39.04)	-0.03%
Morgan Stanley Private Bank	Comerica	61760AQ69	7/25/2024	60	2.20%	1400	\$ 100.00	\$ 140,000.00	\$ 96.49	\$ 135,084.60	\$ (4,915.40)	-3.51%
Merrick Bank	Comerica	59013KGJ9	3/31/2025	60	1.35%	1900	\$ 100.00	\$ 190,000.00	\$ 93.92	\$ 178,442.30	\$ (11,557.70)	-6.08%
BridgeWater BK ST	Comerica	108622KT7	9/16/2025	60	0.400%	1240	\$ 100.00	\$ 124,000.00	\$ 89.58	\$ 111,084.16	\$ (12,915.84)	-10.42%
American COMM BK	Comerica	02519TBB1	9/22/2025	60	0.400%	1810	\$ 100.00	\$ 181,000.00	\$ 89.52	\$ 162,023.96	\$ (18,976.04)	-10.48%
Discover Bank (CD)	Comerica	254672XR4	2/18/2026	120	2.30%	1500	\$ 100.00	\$ 150,000.00	\$ 92.78	\$ 139,164.00	\$ (10,836.00)	-7.22%
JPMorgan Chase Bank (CD)	Comerica	48128UNS4	4/16/2029	102	1.00%	1000	\$ 100.00	\$ 100,000.00	\$ 79.78	\$ 79,783.00	\$ (20,217.00)	-20.22%
JPMorgan Chase Bank (CD)*	Comerica	48128UZF9	2/15/2030	108	1.10%	1500	\$ 100.00	\$ 150,000.00	\$ 79.12	\$ 118,681.50	\$ (31,318.50)	-20.88%
Buena Park CA Cmnty Redev Agy	Comerica	119144AP8	9/1/2033	126	2.79%	1350	\$ 106.86	\$ 144,259.81	\$ 104.36	\$ 140,890.05	\$ (3,369.76)	-2.34%
SRPL FUNDS								\$ -				
Federal Farm CR BKS Cons	Comerica	3133ENWU0	5/17/2032	113	4.30%	1350	\$ 97.46	\$ 135,000.00	\$ 94.19	\$ 127,152.45	\$ (7,847.55)	-5.81%
Jonesboro ST BK	Comerica	48040PJA4	9/16/2035	180	1.00%	1660	\$ 100.00	\$ 166,000.00	\$ 65.84	\$ 109,286.10	\$ (56,713.90)	-34.17%
COMERICA	Comerica	Money Mkt				4,304.93	\$ 1.00	\$ 4,304.93	\$ 1.00	\$ 4,304.93	\$ -	0.00%
LAIF	LAIF	Local Agency Inv.Fund			1.97%	5,417.55	\$ 1.00	\$ 5,417.55	\$ 1.00	\$ 5,417.55	\$ -	0.00%
COMMITTED & ASSIGNED												
LAIF	LAIF	Local Agency Inv.Fund			2.870%	784,725.20	\$ 1.00	\$ 784,725.20	\$ 1.00	\$ 784,725.20	\$ -	0.00%
CB&T	CB&T	Money Mkt			1.07%	67,025.98	\$ 1.00	\$ 67,025.98	\$ 1.00	\$ 67,025.98	\$ -	0.00%
CA CLASS	CA CLASS	Money Mkt			5.15%	439,003.16	\$ 1.00	\$ 439,003.16	\$ 1.00	\$ 439,003.16	\$ -	0.00%
COMERICA	Comerica	Money Mkt				18,081.62	\$ 1.00	\$ 18,081.62	\$ 1.00	\$ 18,081.62	\$ -	0.00%
US BANK PARS 115	US Bank	Money Mkt				17,535.15	\$ 1.00	\$ 17,535.15	\$ 1.00	\$ 17,535.15	\$ -	0.00%
US BANK	US Bank	Money Mkt			0.68%	-	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -	-
UNASSIGNED												
CB&T -8473	CB&T	Checking				158,763.59	\$ 1.00	\$ 158,763.59	\$ 1.00	\$ 158,763.59	\$ -	0.00%
Total								\$ 3,753,141.99		\$ 3,575,262.43	\$ (177,879.56)	-4.74%

* Callable

BASE VALUE	MARKET VALUE	
\$ 5,417.55	\$ 5,417.55	LAIF / SRPL
\$ 784,725.20	\$ 784,725.20	LAIF/AFP
\$ 1,975,366.43	\$ 1,862,048.32	Comerica
\$ 305,304.93	\$ 240,743.48	Comerica/SRPL
\$ 17,535.15	\$ 17,535.15	US Bank
\$ 439,003.16	\$ 439,003.16	CB&T
\$ 67,025.98	\$ 67,025.98	CB&T
<u>\$ 3,594,378.40</u>	<u>\$ 3,416,498.84</u>	
\$ 310,722.48	\$ 246,161.03	SRPL
\$ 3,266,120.77	\$ 3,152,802.66	GENERAL
<u>\$ 3,576,843.25</u>	<u>\$ 3,398,963.69</u>	

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
5003 · GRANT EXPENSES						
5003.19 · ARPA						
	05/24/2023	3715590	ZOLL MEDICAL CORPORATION	Battery, Lithium ION SurePower II	2000 · Accounts Payable	714.71
Total 5003.19 · ARPA						714.71
Total 5003 · GRANT EXPENSES						714.71
5000 · SALARIES						
Total 5000.01 · Payroll						144,657.33
5000.02 · OVERTIME						
Total Critical Weather						0.00
FLSA						
Total FLSA						2,553.42
Paramedic Resource Pool						
Total Paramedic Resource Pool						930.00
Sick Coverage						
Total Sick Coverage						5,409.24
Strike Team						
Total Strike Team						0.00
Training						
Total Training						5,562.43
Unclassified-Meetings, etc						
Total Unclassified-Meetings, etc						1,163.98
Vacation-Holiday Coverage						
Total Vacation-Holiday Coverage						8,291.61
Worker's Comp Coverage						
Total Worker's Comp Coverage						14,170.60
Total 5000.02 · OVERTIME						38,081.28
Total 5000 · SALARIES						182,738.61
5002 · EMPLOYEE BENEFITS						
5002.01 · Educational Incentive						
Total 5002.01 · Educational Incentive						980.52
5002.02 · Vacation/Sick Leave Expense						
Total 5002.02 · Vacation/Sick Leave Expense						500.00
5002.03 · Medicare / Employer Exp						
Total 5002.03 · Medicare / Employer Exp						2,601.33
5002.04 · Retirement - Pers						
Total 5002.04 · Retirement - Pers						30,205.67
5002.05 · Group Medical Ins						
Total 5002.05 · Group Medical Ins						32,364.63
5002.06 · Life Insurance						
Total 5002.06 · Life Insurance						531.54
5002.07 · LTD Insurance						
Total 5002.07 · LTD Insurance						516.78
5002.08 · Social Security(Employer)						
Total 5002.08 · Social Security(Employer)						24.80

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
5002.09 · Payroll Expenses						
Total 5002.09 · Payroll Expenses						0.00
5002.10 · Retirement 401 (a)						
Total 5002.10 · Retirement 401 (a)						290.00
Total 5002 · EMPLOYEE BENEFITS						68,015.27
5007 · CLOTHING						
5007.01 · Uniforms						
Uniforms						
	05/23/2023	IN1880007	INC	PO 22/23-113	2000 · Accounts Payable	544.89
	05/25/2023	IN1881503	INC	PO 22/23-114	2000 · Accounts Payable	1,252.73
Total Uniforms						1,797.62
Total 5007.01 · Uniforms						1,797.62
5007.02 · Boots						
	05/19/2023	0016		Hiebing- Station Boots	CalCard (Patrick Dotson -1963)	189.11
Total 5007.02 · Boots						189.11
5007.04 · Wildland gear						
	05/06/2023	5999	SUPPLY CACHE	Helicopter Signal Panels	CalCard (Patrick Dotson -1963)	126.45
	05/10/2023	10300205		Fenix Lighting PO 22/23-115 PD35 v 3.0 Flashlights	CalCard (Debbie Pinhero -5683)	914.00
	05/18/2023	1541	MYSTERY RANCH LTD	Flight Monster Bags & Linegear	CalCard (Brian Boggeln -2115)	1,182.28
	05/22/2023	9653	MYSTERY RANCH LTD	Flight Monster Bags (2)	CalCard (Debbie Pinhero -5683)	547.60
Total 5007.04 · Wildland gear						2,770.33
Total 5007 · CLOTHING						4,757.06
5008 · COMMUNICATION						
5008.01 · HCFA ,RCS - Internet						
	05/01/2023	23ALPFPDN10	COUNTYSD-REGIONAL COMM SYS	FY22/23: 24 Fire radios @ 28.50 2023/04	2000 · Accounts Payable	684.00
	05/17/2023	05/09-06/08/2023	COX COMMUNICATIONS	Internet 05/09-06/08/2023	2000 · Accounts Payable	150.39
Total 5008.01 · HCFA ,RCS - Internet						834.39
5008.03 · Mobile Data Terminals						
	05/01/2023	9933888619	VERIZON WIRELESS	Acct -0005: 13 lines total; (-0050, -6522, -7844, -6226, -7650, -9835, -4087, -4175, -3961, -0592...	2000 · Accounts Payable	486.12
Total 5008.03 · Mobile Data Terminals						486.12
Total 5008 · COMMUNICATION						1,320.51
5009 · PASIS (Workers Comp)						
Total 5009.02 · Claim Related						9,687.45
Total 5009 · PASIS (Workers Comp)						9,687.45
5012 · MAINTENANCE - EQUIPMENT						
5012.01 · E17 KME (2015)						
	05/10/2023	8276	NORTH COUNTY EVS INC	2015 Cummins:Check Engine Light; AM Service & Safety Inspection/Oil Change;Annual Fire Pump Test...	2000 · Accounts Payable	9,748.39
Total 5012.01 · E17 KME (2015)						9,748.39
5012.02 · E217 KME (2002)						
	05/03/2023	8310	NORTH COUNTY EVS INC	Work Requested: Service Call - Diagnose Brake Issue	2000 · Accounts Payable	350.00

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
Total 5012.02 · E217 KME (2002)						350.00
5012.03 · B217 International (2002)						
	05/31/2023	06052023	NAPA - COUNTY MOTOR PARTS	Engineer Exam	2000 · Accounts Payable	103.91
Total 5012.03 · B217 International (2002)						103.91
5012.12 · Fuel						
	05/17/2023	S133510	DION & SONS	Diesel Fuel gals 636.40@ \$3.405	2000 · Accounts Payable	2,166.94
	05/17/2023	S133510	DION & SONS	Environmental Compliance Fee	2000 · Accounts Payable	9.50
	05/17/2023	S133510	DION & SONS	Fuel Surcharge	2000 · Accounts Payable	14.95
	05/17/2023	S133510	DION & SONS	SD County 7.75%	2000 · Accounts Payable	169.88
	05/17/2023	S133510	DION & SONS	Diesel Tax 5.75%	2000 · Accounts Payable	124.64
	05/17/2023	S133510	DION & SONS	State Highway Excise Tax	2000 · Accounts Payable	260.92
	05/17/2023	S133510	DION & SONS	Federal Excisise Tax Exempt	2000 · Accounts Payable	0.64
	05/17/2023	S133510	DION & SONS	Federal Diesel Partial Exemption Tax - 3.938%	2000 · Accounts Payable	-85.36
	05/25/2023	89429375	WEX	E17 Kyle Setter 10.037gal @ \$4.799	2000 · Accounts Payable	48.17
	05/25/2023	89429375	WEX	Exempt Tax	2000 · Accounts Payable	-2.44
Total 5012.12 · Fuel						2,707.84
5012.21 · 4701 Silverado						
	05/16/2023	5099		Power Products- Charger for Portable Radios	CalCard (Brian Boggeln -2115)	83.62
Total 5012.21 · 4701 Silverado						83.62
Total 5012 · MAINTENANCE - EQUIPMENT						12,993.76
5013 · MAINTENANCE - RADIOS						
5013.01 · Maintenance Contract						
	05/01/2023	INV773860	DAY WIRELESS SYSTEMS	Company Maintenance Contract 2023/05	2000 · Accounts Payable	207.00
Total 5013.01 · Maintenance Contract						207.00
5013.02 · Other radio maintenance						
	05/07/2023	3995	Amazon	Batteries (AA ,C)	CalCard (Patrick Dotson -1963)	71.13
	05/18/2023	19956	ADVANCED COMMUNICATIONS	Mobile Radio, Software,Cable: Repairs	2000 · Accounts Payable	420.54
	05/26/2023	19984	ADVANCED COMMUNICATIONS	Mobile Radio, Software,Cable: Repairs	2000 · Accounts Payable	478.39
Total 5013.02 · Other radio maintenance						970.06
Total 5013 · MAINTENANCE - RADIOS						1,177.06
5014 · MAINTENANCE - STRUCTURES						
5014.01 · Station 17						
Station Maintenance						
	05/03/2023	0267071	CARTWRIGHT TERMITE & PEST CNTRL, INC	2023/05 Service	2000 · Accounts Payable	149.74
	05/05/2023	43266/1	ACE HARDWARE INC	Battery Alakaline C 4PK	2000 · Accounts Payable	12.92
	05/27/2023	43502/1	ACE HARDWARE INC	Plug SCH40 PVC 1/2" MPT	2000 · Accounts Payable	8.58
Total Station Maintenance						171.24
5014.01 · Station 17 - Other						
	05/17/2023	8423	COSTCO	Replacement TV for Dayroom	CalCard (Brian Boggeln -2115)	264.59
Total 5014.01 · Station 17 - Other						264.59
Total 5014.01 · Station 17						435.83
5014.04 · Life Safety Systems						

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
May 2023

	Date	Num	Name	Memo	Split	Amount
	05/16/2023	89823126	JOHNSON CONTROLS	Safety & Personal Protection; 20LB Dry Chem All Inclusive HY, Truck Charge	2000 · Accounts Payable	184.30
	05/22/2023	89807909	JOHNSON CONTROLS	Safety & Personal Protection; Extinguisher Inspection	2000 · Accounts Payable	40.00
	05/22/2023	23515902	JOHNSON CONTROLS	Fire alarm system MONITORING 5/1/22-4/30/27 2023/04	2000 · Accounts Payable	70.00
Total 5014.04 · Life Safety Systems						294.30
5014.06 · Gym Equipment						
	05/10/2023	2576	FITNESS DIRECT		CalCard (Brian Boggeln -2115)	184.14
	05/22/2023	1QPP-C1QY-9Y7N	Amazon	Gym Equipment	2000 · Accounts Payable	362.37
	05/23/2023	83845	PREMIER FITNESS SERVICE	Bi-Annual Preventative Maintenance	2000 · Accounts Payable	225.00
Total 5014.06 · Gym Equipment						771.51
5014.07 · Grounds Maintenance						
	05/08/2023	6165	SITEONE	Landscaping Materials	CalCard (Brian Boggeln -2115)	184.59
	05/18/2023	8799		Vodaland - Landscaping Materials	CalCard (Brian Boggeln -2115)	821.51
Total 5014.07 · Grounds Maintenance						1,006.10
Total 5014 · MAINTENANCE - STRUCTURES						2,507.74
5018 · OFFICE EXPENSE						
5018.01 · Expendable Supplies						
	05/11/2023	051123	Amazon	Hanging Folders & Certified Stamp	2000 · Accounts Payable	32.85
	05/11/2023	05112023	Amazon	Batteries for Front Desk Door	2000 · Accounts Payable	53.86
	05/15/2023	21409	PINHERO, DEBBIE A	Travel Reimb. 03/1-05/15/2023	1001.07 · CB&T Checking - 8473	158.18
	05/16/2023	4429		Joe Laffs Business Cards	CalCard (Debbie Pinhero -5683)	55.15
	05/17/2023	4249	Amazon	Dymo Label Refills	CalCard (Debbie Pinhero -5683)	12.91
	05/17/2023	8254	Amazon	American Flag and 3 Ring Binders	CalCard (Debbie Pinhero -5683)	51.56
Total 5018.01 · Expendable Supplies						364.51
5018.02 · Postage						
	05/15/2023	EFT	FP POSTAGE RESET	Replenish Funds in Postage Meter 05/15/2023	1001.07 · CB&T Checking - 8473	100.00
	05/17/2023	EFT	FP POSTAGE RESET	Replenish Funds in Postage Meter 05/17/2023	1001.07 · CB&T Checking - 8473	50.00
Total 5018.02 · Postage						150.00
5018.03 · Office Equip.& Maintenance						
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Managed Workstations: NOC Agent (11 comps @ \$45 - anti virus; logmein; MS updates) 2023 02	2000 · Accounts Payable	495.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	132.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Managed Server 1	2000 · Accounts Payable	250.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Managed VMware 1	2000 · Accounts Payable	50.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Next Gen Endpoint Security	2000 · Accounts Payable	24.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Office 365 Management	2000 · Accounts Payable	150.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	On premise BDR Solution	2000 · Accounts Payable	128.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Virtual Unit Backup	2000 · Accounts Payable	12.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Cyber Protect Cloud Storage	2000 · Accounts Payable	49.60
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Cyber Protect Cloud Disaster Recovery Storage	2000 · Accounts Payable	74.40
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Cloud Premium - Tier 3	2000 · Accounts Payable	0.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Site Support - remote and onsite	2000 · Accounts Payable	150.00

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Vendor Management	2000 · Accounts Payable	150.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Microsoft 365 (7)	2000 · Accounts Payable	21.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Breach Prevention Platform	2000 · Accounts Payable	70.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	WAP Warranty Subscription for AP440:	2000 · Accounts Payable	84.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	WAP Warranty Subscription for AP840:	2000 · Accounts Payable	25.00
	05/02/2023	18899	EXCEDEO - IT SUPPORT PROS	Sales tax	2000 · Accounts Payable	9.92
	05/04/2023	0916	ADOBE INC.	Adobe Brian	CalCard (Debbie Pinhero -5683)	12.99
	05/05/2023	2769	ADOBE INC.	Adobe Jen	CalCard (Debbie Pinhero -5683)	12.99
	05/18/2023	AFPD-51823	GREEN SHREDDING	Pickup (\$50)	2000 · Accounts Payable	50.00
	05/22/2023	501978860	USBANK (COPIER LEASE)	Sharp lease 5/15-06/15/2023	2000 · Accounts Payable	448.15
	05/22/2023	501978860	USBANK (COPIER LEASE)	Sales and use tax	2000 · Accounts Payable	34.74
	05/22/2023	501978860	USBANK (COPIER LEASE)	Overage 1264 04/15-05/15/2023	2000 · Accounts Payable	103.52
	05/22/2023	501978860	USBANK (COPIER LEASE)	Sales Tax	2000 · Accounts Payable	8.02
	Total 5018.03 · Office Equip.& Maintenance					2,545.33
	Total 5018 · OFFICE EXPENSE					3,059.84
	5023 · TRAINING					
	5023.03 · HTF					
	05/09/2023	850	HEARTLAND FIRE TRAINING-CITY OF EL CAJON	Operating fees 15% FY 22/23 Q4	2000 · Accounts Payable	464.00
	05/09/2023	850	HEARTLAND FIRE TRAINING-CITY OF EL CAJON	Member facility lease 15% FY 22/23 Q4	2000 · Accounts Payable	1,690.00
	Total 5023.03 · HTF					2,154.00
	5023.04 · Education					
	05/31/2023	21427	THORN, BROCN	B. Thorn: CA Paramedic Recert	1001.07 · CB&T Checking - 8473	250.00
	Total 5023.04 · Education					250.00
	Total 5023 · TRAINING					2,404.00
	5025 · WORKSHOPS-MANAGEMENT					
	5025.01 · Administrative					
	05/02/2023	1082		Bahia Resort Hotel- Meal AFSS	CalCard (Debbie Pinhero -5683)	24.24
	05/03/2023	8232		Bahia Resort Hotel- Meal AFSS	CalCard (Debbie Pinhero -5683)	29.78
	05/05/2023	9601		Bahia Resort Hotel	CalCard (Debbie Pinhero -5683)	605.91
	05/15/2023	9521	LEARNSOFT CONSULTING INC	Training Virtually- Jen D	CalCard (Debbie Pinhero -5683)	255.00
	Total 5025.01 · Administrative					914.93
	5025.02 · Chief Officers					
	05/01/2023	1898	SOUTHWEST AIRLINES	FDAC/EBA (Reimburseable)	CalCard (Brian Boggeln -2115)	187.95
	Total 5025.02 · Chief Officers					187.95
	5025.05 · Community Risk Reduction					
	05/17/2023	9300	SOUTHWEST AIRLINES		CalCard (Jason McBroom -1843)	147.96
	Total 5025.05 · Community Risk Reduction					147.96
	Total 5025 · WORKSHOPS-MANAGEMENT					1,250.84
	5028 · UTILITIES					
	5028.01 · SDG&E					
	05/09/2023	90325928213 2023/05	SDG&E	04/6-05/05/2023 :109 Therms (41.5% decrease over prior month, 23.8% decrease over prior year)	2000 · Accounts Payable	154.29

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
	05/11/2023	90325906219 2023/05	SDG&E	Electric 04/06-05/05/2023 8044 kWh (7.5% increase over prior month, 18.5% decrease over prior year)	2000 · Accounts Payable	3,530.78
Total 5028.01 · SDG&E						3,685.07
5028.02 · Telephone						
	05/01/2023	62556	ESI_Estech Systems	Service Charges and Taxes 2023/05	2000 · Accounts Payable	180.88
Total 5028.02 · Telephone						180.88
5028.03 · Water						
	05/19/2023	11561843 2023/05	PADRE DAM (1364 TAVERN)	86831501 Commercial: 18 units (=+2 units usage from prior month)	2000 · Accounts Payable	253.64
	05/19/2023	11561843 2023/05	PADRE DAM (1364 TAVERN)	91616302 Irrigation: 20 units (= +1 units usage from prior month)	2000 · Accounts Payable	193.80
	05/19/2023	11561843 2023/05	PADRE DAM (1364 TAVERN)	Fire Sprinklers	2000 · Accounts Payable	66.94
Total 5028.03 · Water						514.38
Total 5028 · UTILITIES						4,380.33
5030 · SPECIAL DISTRICT EXPENSE						
5030.01 · District Operations						
	05/10/2023	1439		C&P Events - Website Design (Reimbursed) Check# 1439	CalCard (Brian Boggeln -2115)	51.45
Total 5030.01 · District Operations						51.45
5030.02 · Publishing						
	05/09/2023	20100948	ALPINE SUN	Public Notice 00130504 Public (Posted in Newspaper on 05/12, 06/16/22)	2000 · Accounts Payable	119.00
Total 5030.02 · Publishing						119.00
5030.04 · County Admin.Fees						
	05/10/2023		COUNTY OF SAN DIEGO 1%	Apport.#10 Admin Cost Teeter	4000.01 · 1% Property Tax	789.70
Total 5030.04 · County Admin.Fees						789.70
5030.06 · FIT Tests/HepBC/Wellness						
	05/02/2023	1496	FIRST ALARM WELLNESS	Direct Client Services:AFD02 January 2023 Services - Fee Adjustment	2000 · Accounts Payable	200.00
Total 5030.06 · FIT Tests/HepBC/Wellness						200.00
5030.10 · Web Site						
	05/01/2023	5CF0ACE6-030	STREAMLINE	Website Domain Concierge (10.00) Web 50k-250k (75.00) 05/2023	2000 · Accounts Payable	85.00
Total 5030.10 · Web Site						85.00
5030.16 · Reimbursable expenses						
Total 5030.16 · Reimbursable expenses						0.00
Total 5030 · SPECIAL DISTRICT EXPENSE						1,245.15
5031 · DIRECTORS FEES						
Total 5031 · DIRECTORS FEES						400.00
5032 · Community Risk Reduction						
5032.03 · Classes						
	05/16/2023	2822	CALIFORNIA FIRE CHIEFS ASSOC.- FPO	Fire Marshal: Educ.- Stats & Regs, All-Hazards Public Info Officer	2000 · Accounts Payable	0.00
Total 5032.03 · Classes						0.00
Total 5032 · Community Risk Reduction						0.00
5037 · CAPITAL EXP. - EQUIPMENT						
Vehicles						

ALPINE FIRE PROTECTION DISTRICT
Current Month Expenses
 May 2023

	Date	Num	Name	Memo	Split	Amount
	05/17/2023	2066	EVS	2023 Chevy Silverado - Parts Only	2000 · Accounts Payable	19,572.96
Total Vehicles						19,572.96
Total 5037 · CAPITAL EXP. - EQUIPMENT						19,572.96
						316,225.29

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

06/07/23

May 2023

Accrual Basis

	May 23
Income	
4000 · COUNTY OF S.D.	
4000.01 · 1% Property Tax	250,812.51
4000.05 · Benefit Fee-Alpine	26,041.79
4000.06 · 1% Refunds	-2,696.21
	274,158.09
Total 4000 · COUNTY OF S.D.	
4002 · INTEREST INCOME	
.1 · California Bank & Trust	331.69
.3 · Investments	896.35
.6 · SRPL	3,048.41
	4,276.45
Total 4002 · INTEREST INCOME	
4005 · OTHER INCOME	
.01 · Plan Check	2,611.91
.04 · Other	3,171.44
	5,783.35
Total 4005 · OTHER INCOME	
4006 · GRANT INCOME	
4006.14 · Alpine Fire Foundation	10,280.34
	10,280.34
Total 4006 · GRANT INCOME	
Total Income	294,498.23
Expense	
5003 · GRANT EXPENSES	
5003.19 · ARPA	714.71
	714.71
Total 5003 · GRANT EXPENSES	
5000 · SALARIES	
5000.01 · Payroll	144,657.33
5000.02 · OVERTIME	
Critical Weather	0.00
FLSA	2,553.42
Paramedic Resource Pool	930.00
Sick Coverage	5,409.24
Strike Team	0.00
Training	5,562.43
Unclassified-Meetings, etc	1,163.98
Vacation-Holiday Coverage	8,291.61
Worker's Comp Coverage	14,170.60
	38,081.28
Total 5000.02 · OVERTIME	
Total 5000 · SALARIES	182,738.61
5002 · EMPLOYEE BENEFITS	
5002.01 · Educational Incentive	980.52
5002.02 · Vacation/Sick Leave Expense	500.00
5002.03 · Medicare / Employer Exp	2,601.33
5002.04 · Retirement - Pers	30,205.67
5002.05 · Group Medical Ins	32,364.63
5002.06 · Life Insurance	531.54
5002.07 · LTD Insurance	516.78
5002.08 · Social Security(Employer)	24.80
5002.09 · Payroll Expenses	0.00
5002.10 · Retirement 401 (a)	290.00
	68,015.27
Total 5002 · EMPLOYEE BENEFITS	
5007 · CLOTHING	
5007.01 · Uniforms	
Uniforms	1,797.62
	1,797.62

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

May 2023

06/07/23

Accrual Basis

	May 23
Total 5007.01 · Uniforms	1,797.62
5007.02 · Boots	189.11
5007.04 · Wildland gear	2,770.33
Total 5007 · CLOTHING	4,757.06
5008 · COMMUNICATION	
5008.01 · HCFA ,RCS - Internet	834.39
5008.03 · Mobile Data Terminals	486.12
Total 5008 · COMMUNICATION	1,320.51
5009 · PASIS (Workers Comp)	
5009.02 · Claim Related	9,687.45
Total 5009 · PASIS (Workers Comp)	9,687.45
5012 · MAINTENANCE - EQUIPMENT	
5012.01 · E17 KME (2015)	9,748.39
5012.02 · E217 KME (2002)	350.00
5012.03 · B217 International (2002)	103.91
5012.12 · Fuel	2,707.84
5012.21 · 4701 Silverado	83.62
Total 5012 · MAINTENANCE - EQUIPMENT	12,993.76
5013 · MAINTENANCE - RADIOS	
5013.01 · Maintenance Contract	207.00
5013.02 · Other radio maintenance	970.06
Total 5013 · MAINTENANCE - RADIOS	1,177.06
5014 · MAINTENANCE - STRUCTURES	
5014.01 · Station 17	
Station Maintenance	171.24
5014.01 · Station 17 - Other	264.59
Total 5014.01 · Station 17	435.83
5014.04 · Life Safety Systems	294.30
5014.06 · Gym Equipment	771.51
5014.07 · Grounds Maintenance	1,006.10
Total 5014 · MAINTENANCE - STRUCTURES	2,507.74
5018 · OFFICE EXPENSE	
5018.01 · Expendable Supplies	364.51
5018.02 · Postage	150.00
5018.03 · Office Equip.& Maintenance	2,545.33
Total 5018 · OFFICE EXPENSE	3,059.84
5023 · TRAINING	
5023.03 · HTF	2,154.00
5023.04 · Education	250.00
Total 5023 · TRAINING	2,404.00
5025 · WORKSHOPS-MANAGEMENT	
5025.01 · Administrative	914.93
5025.02 · Chief Officers	187.95
5025.05 · Community Risk Reduction	147.96
Total 5025 · WORKSHOPS-MANAGEMENT	1,250.84
5028 · UTILITIES	
5028.01 · SDG&E	3,685.07
5028.02 · Telephone	180.88
5028.03 · Water	514.38

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss

May 2023

	<u>May 23</u>
Total 5028 · UTILITIES	4,380.33
5030 · SPECIAL DISTRICT EXPENSE	
5030.01 · District Operations	51.45
5030.02 · Publishing	119.00
5030.04 · County Admin.Fees	789.70
5030.06 · FIT Tests/HepBC/Wellness	200.00
5030.10 · Web Site	85.00
5030.16 · Reimbursable expenses	0.00
Total 5030 · SPECIAL DISTRICT EXPENSE	1,245.15
5031 · DIRECTORS FEES	400.00
5032 · Community Risk Reduction	
5032.03 · Classes	0.00
Total 5032 · Community Risk Reduction	0.00
5037 · CAPITAL EXP. - EQUIPMENT	
Vehicles	19,572.96
Total 5037 · CAPITAL EXP. - EQUIPMENT	19,572.96
Total Expense	<u>316,225.29</u>
Net Income	<u><u>-21,727.06</u></u>

ALPINE FIRE PROTECTION DISTRICT Profit & Loss Prev Year Comparison

July 2022 through May 2023

	Jul '22 - May 23	Jul '21 - May 22	\$ Change
Income			
4000 · COUNTY OF S.D.			
4000.01 · 1% Property Tax	4,082,366.33	3,747,071.02	335,295.31
4000.02 · Interest-General Fund	25,628.84	9,057.88	16,570.96
4000.03 · Mitigation Fees	35,738.42	76,467.78	-40,729.36
4000.04 · Interest-Mitigation Fund	713.28	723.89	-10.61
4000.05 · Benefit Fee-Alpine	552,454.28	503,152.68	49,301.60
4000.06 · 1% Refunds	-32,709.82	-17,970.06	-14,739.76
Total 4000 · COUNTY OF S.D.	4,664,191.33	4,318,503.19	345,688.14
4002 · INTEREST INCOME			
.1 · California Bank & Trust	1,046.92	86.67	960.25
.2 · PASIS	5,029.35	1,712.63	3,316.72
.3 · Investments	42,383.85	38,687.23	3,696.62
.4 · LAIF	11,933.81	1,390.30	10,543.51
.6 · SRPL	6,042.99	3,035.69	3,007.30
Total 4002 · INTEREST INCOME	66,436.92	44,912.52	21,524.40
4005 · OTHER INCOME			
.01 · Plan Check	32,545.54	28,738.36	3,807.18
.02 · First Responder	0.00	13,437.81	-13,437.81
.04 · Other	26,637.62	9,224.25	17,413.37
.05 · Donations	7.00	0.00	7.00
.08 · Ambulance Sub-Lease(Restricted)	90,000.00	90,000.00	0.00
.09 · ALS Agreement (Restricted)	28,950.00	38,400.00	-9,450.00
.10 · Training	409.50	0.00	409.50
.11 · Vehicle Reimbursements	28,474.60	196,286.31	-167,811.71
4005.01 · MISCELLANEOUS INCOME	0.00	0.00	0.00
.13 · Strike Team Personnel Reimb.	183,235.97	591,106.76	-407,870.79
.14 · Other Strike Team Reimb.	51,416.16	219,888.91	-168,472.75
Total 4005 · OTHER INCOME	441,676.39	1,187,082.40	-745,406.01
4006 · GRANT INCOME			
4006.04 · CountySD SHGP 2020	13,630.00	0.00	13,630.00
Total 4006.04 · CountySD	13,630.00	0.00	13,630.00
4006.11 · Sempra Energy - CERT	0.00	2,000.00	-2,000.00
4006.14 · Alpine Fire Foundation	12,719.29	0.00	12,719.29
4006.19 · ARPA	129,496.52	0.00	129,496.52
Total 4006 · GRANT INCOME	155,845.81	2,000.00	153,845.81
Total Income	5,328,150.45	5,552,498.11	-224,347.66
Expense			
8000 · DEBT SERVICE FUND			
8000.1 · Pension Oblig. Bond Principle	200,000.00	0.00	200,000.00
8000.1b · Pension Obligation Bnd Interest	166,497.40	0.00	166,497.40
Total 8000 · DEBT SERVICE FUND	366,497.40	0.00	366,497.40
5003 · GRANT EXPENSES			
5003.04 · CountySD			
UASI 2022	1,001.28	0.00	1,001.28
SHSP 2021	13,930.67	0.00	13,930.67
SHSP 2020	0.00	13,630.00	-13,630.00
Total 5003.04 · CountySD	14,931.95	13,630.00	1,301.95
5003.14 · Alpine Fire Foundation			
Other Awards	12,719.29	1,578.01	11,141.28
5003.14 · Alpine Fire Foundation - Other	442.85	0.00	442.85
Total 5003.14 · Alpine Fire Foundation	13,162.14	1,578.01	11,584.13
5003.19 · ARPA	91,818.25	509.85	91,308.40
Total 5003 · GRANT EXPENSES	119,912.34	15,717.86	104,194.48
5000 · SALARIES			
5000.01 · Payroll	1,591,884.08	1,391,652.92	200,231.16
5000.02 · OVERTIME			
Critical Weather	17,642.97	4,906.36	12,736.61
FLSA	27,921.20	27,797.51	123.69
Paramedic Resource Pool	-1,186.80	1,053.45	-2,240.25
Reimbursable	52.01	0.00	52.01

ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Prev Year Comparison
July 2022 through May 2023

	Jul '22 - May 23	Jul '21 - May 22	\$ Change
Sick Coverage	67,601.07	33,335.12	34,265.95
Strike Team	165,679.64	478,443.59	-312,763.95
Training	24,047.79	16,952.12	7,095.67
Unclassified-Meetings, etc	6,592.90	3,381.91	3,210.99
Vacation-Holiday Coverage	156,999.89	178,939.64	-21,939.75
Worker's Comp Coverage	55,162.32	12,438.84	42,723.48
Total 5000.02 · OVERTIME	520,512.99	757,248.54	-236,735.55
Total 5000 · SALARIES	2,112,397.07	2,148,901.46	-36,504.39
5002 · EMPLOYEE BENEFITS			
5002.01 · Educational Incentive	93,822.06	80,021.20	13,800.86
5002.02 · Vacation/Sick Leave Expense	73,614.83	9,705.47	63,909.36
5002.03 · Medicare / Employer Exp	32,596.00	31,437.38	1,158.62
5002.04 · Retirement - Pers	264,421.69	264,958.95	-537.26
5002.4d · Retirement-PERS Other Obligatio	1,261.73	0.00	1,261.73
5002.4a · Retirement UAL Payments	132,355.00	998,110.00	-865,755.00
5002.05 · Group Medical Ins	343,318.81	286,129.27	57,189.54
5002.06 · Life Insurance	5,688.47	5,266.19	422.28
5002.07 · LTD Insurance	5,827.20	5,424.34	402.86
5002.08 · Social Security(Employer)	350.30	545.33	-195.03
5002.09 · Payroll Expenses	0.00	2,214.25	-2,214.25
5002.10 · Retirement 401 (a)	3,196.25	2,840.25	356.00
5002.11 · Uniform Allowance (Admin)	500.00	0.00	500.00
Total 5002 · EMPLOYEE BENEFITS	956,952.34	1,686,652.63	-729,700.29
5007 · CLOTHING			
5007.01 · Uniforms			
Uniforms	13,296.92	4,223.40	9,073.52
Total 5007.01 · Uniforms	13,296.92	4,223.40	9,073.52
5007.02 · Boots	1,149.71	175.09	974.62
5007.03 · Turn Outs/Helmets	23,103.46	6,770.01	16,333.45
5007.04 · Wildland gear	9,238.00	1,279.13	7,958.87
Total 5007 · CLOTHING	46,788.09	12,447.63	34,340.46
5008 · COMMUNICATION			
5008.01 · HCFA ,RCS - Internet	116,584.43	110,788.32	5,796.11
5008.02 · Mobile Communications	627.49	2,059.61	-1,432.12
5008.03 · Mobile Data Terminals	5,823.81	5,321.42	502.39
5008.05 · Emergency Operations Center EOC	0.00	1,492.34	-1,492.34
Total 5008 · COMMUNICATION	123,035.73	119,661.69	3,374.04
5009 · PASIS (Workers Comp)			
5009.01 · Administrative	106,470.00	90,773.00	15,697.00
5009.02 · Claim Related	64,929.60	63,651.50	1,278.10
Total 5009 · PASIS (Workers Comp)	171,399.60	154,424.50	16,975.10
5010 · HOUSEHOLD	4,824.30	4,196.94	627.36
5011 · FAIRA	49,669.16	38,726.70	10,942.46
5012 · MAINTENANCE - EQUIPMENT			
5012.01 · E17 KME (2015)	68,683.89	27,619.29	41,064.60
5012.02 · E217 KME (2002)	13,323.96	40,373.91	-27,049.95
5012.03 · B217 International (2002)	103.91	6,436.97	-6,333.06
5012.3B · B17 Hi-Tech (2019)	2,055.98	4,463.38	-2,407.40
5012.04 · 4709 U17 Ford F-250(2018) SQ17	1,523.41	4,764.53	-3,241.12
5012.05 · Rescue Tools	1,007.19	26.94	980.25
5012.06 · Hydrant	235.82	162.75	73.07
5012.07 · Generator	4,026.94	547.00	3,479.94
5012.08 · SCBA - Compressor	1,668.17	3,845.27	-2,177.10
5012.09 · Portable Extinguishers	335.93	313.95	21.98
5012.10 · Ladder Testing	3,910.40	0.00	3,910.40
5012.11 · Misc.Equipment	982.49	846.59	135.90
5012.12 · Fuel	29,540.41	35,313.75	-5,773.34
5012.13 · Foam (Class A/B)	1,837.14	1,889.39	-52.25
5012.14 · Fire Hose/Hose Packs	6,490.49	59.26	6,431.23
5012.15 · Vehicle Maintenance Software	0.00	1,477.00	-1,477.00
5012.16 · Air Compressor - Station	269.52	764.06	-494.54
5012.18 · 4706 Ford Ranger (2007)	0.00	17.10	-17.10
5012.19 · SCBA's	1,925.26	2,234.20	-308.94
5012.21 · 4701 Silverado	921.57	2,408.85	-1,487.28
5012.22 · 4702 Dodge Ram Truck 0965(2012)	702.11	2,402.12	-1,700.01
5012.23 · 4705 2020Ford Exp/2021 EQ Maint	214.61	83.54	131.07

ALPINE FIRE PROTECTION DISTRICT Profit & Loss Prev Year Comparison

July 2022 through May 2023

	Jul '22 - May 23	Jul '21 - May 22	\$ Change
Total 5012 · MAINTENANCE - EQUIPMENT	139,759.20	136,049.85	3,709.35
5013 · MAINTENANCE - RADIOS			
5013.01 · Maintenance Contract	2,470.94	2,277.00	193.94
5013.02 · Other radio maintenance	1,662.36	482.09	1,180.27
Total 5013 · MAINTENANCE - RADIOS	4,133.30	2,759.09	1,374.21
5014 · MAINTENANCE - STRUCTURES			
5014.01 · Station 17			
Station Maintenance	17,302.41	17,504.09	-201.68
5014.01 · Station 17 - Other	755.68	0.00	755.68
Total 5014.01 · Station 17	18,058.09	17,504.09	554.00
5014.02 · HVAC Maintenance	4,938.00	1,850.00	3,088.00
5014.03 · Apparatus Bay Doors & Gates	525.00	175.00	350.00
5014.04 · Life Safety Systems	6,060.92	5,093.50	967.42
5014.06 · Gym Equipment	996.51	2,054.07	-1,057.56
5014.07 · Grounds Maintenance	7,181.68	1,314.98	5,866.70
Total 5014 · MAINTENANCE - STRUCTURES	37,760.20	27,991.64	9,768.56
5015 · MEDICAL SUPPLIES			
5015.01 · EMS Supplies	1,887.83	1,881.35	6.48
5015.04 · Defib.maintenance	6,309.00	3,975.00	2,334.00
5015.07 · Narcotic Disposal	748.00	860.00	-112.00
Total 5015 · MEDICAL SUPPLIES	8,944.83	6,716.35	2,228.48
5016 · MEMBERSHIP	1,844.00	2,591.00	-747.00
5018 · OFFICE EXPENSE			
5018.01 · Expendable Supplies	2,087.02	2,104.06	-17.04
5018.02 · Postage	460.00	349.19	110.81
5018.03 · Office Equip.& Maintenance	38,229.85	37,381.64	848.21
5018.04 · CrewSense/ WebStaff maintenance	0.00	1,980.00	-1,980.00
Total 5018 · OFFICE EXPENSE	40,776.87	41,814.89	-1,038.02
5019 · PROFESSIONAL FEES			
5019.01 · Legal Counsel	27,158.14	11,490.00	15,668.14
5019.02 · Auditor	11,729.00	10,670.00	1,059.00
5019.05 · Election	15,000.00	0.00	15,000.00
5019.08 · Cost of Issuance - Bond	0.00	100,118.83	-100,118.83
Total 5019 · PROFESSIONAL FEES	53,887.14	122,278.83	-68,391.69
5023 · TRAINING			
5023.01 · Training Incidentals	1,664.00	1,734.08	-70.08
5023.02 · EMS (Medical Training)	11,291.27	4,289.70	7,001.57
5023.03 · HTF	14,358.00	14,352.00	6.00
5023.04 · Education	2,394.00	4,447.14	-2,053.14
5023.05 · Workshops	518.00	275.00	243.00
Total 5023 · TRAINING	30,225.27	25,097.92	5,127.35
5025 · WORKSHOPS-MANAGEMENT			
5025.01 · Administrative	5,976.75	6,444.76	-468.01
5025.02 · Chief Officers	283.11	142.95	140.16
5025.03 · Board Members	1,240.01	0.00	1,240.01
5025.04 · In House Training	3,305.00	3,305.00	0.00
5025.05 · Community Risk Reduction	897.53	0.00	897.53
5025 · WORKSHOPS-MANAGEMENT - Other	580.98	0.00	580.98
Total 5025 · WORKSHOPS-MANAGEMENT	12,283.38	9,892.71	2,390.67
5028 · UTILITIES			
5028.01 · SDG&E	44,316.34	37,151.52	7,164.82
5028.02 · Telephone	1,981.47	2,087.28	-105.81
5028.03 · Water	6,014.01	10,373.90	-4,359.89
5028.04 · Trash	1,722.40	1,124.60	597.80
5028.05 · Sewer	3,748.46	2,724.49	1,023.97
Total 5028 · UTILITIES	57,782.68	53,461.79	4,320.89
5030 · SPECIAL DISTRICT EXPENSE			
5030.01 · District Operations	8,247.74	4,817.61	3,430.13
5030.02 · Publishing	427.00	220.50	206.50
5030.04 · County Admin.Fees	44,878.54	43,829.96	1,048.58
5030.05 · Incident Operations	9,642.36	12,063.56	-2,421.20
5030.06 · FIT Tests/HepBC/Wellness	16,068.88	22,445.78	-6,376.90

**ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Prev Year Comparison**

July 2022 through May 2023

	Jul '22 - May 23	Jul '21 - May 22	\$ Change
5030.08 · LAFCO Budget	2,648.55	2,335.09	313.46
5030.10 · Web Site	935.00	935.00	0.00
5030.11 · Recruitment-New Hires	692.00	452.11	239.89
5030.16 · Reimbursable expenses	176.26	0.00	176.26
5030.17 · Software/Licenses	15,804.13	0.00	15,804.13
Total 5030 · SPECIAL DISTRICT EXPENSE	99,520.46	87,099.61	12,420.85
5031 · DIRECTORS FEES	5,650.00	6,000.00	-350.00
5032 · Community Risk Reduction			
5032.01 · Public Education	1,559.16	191.33	1,367.83
5032.02 · Supplies	3,618.57	1,704.30	1,914.27
5032.03 · Classes	0.00	150.00	-150.00
5032.04 · Mapping	0.00	396.93	-396.93
Total 5032 · Community Risk Reduction	5,177.73	2,442.56	2,735.17
5035 · UNCAPITALIZED EQUIPMENT			
Communications	7,881.53	3,290.18	4,591.35
Facilities	7,402.67	9,012.24	-1,609.57
Office	4,393.94	0.00	4,393.94
Operations	3,843.83	0.00	3,843.83
Total 5035 · UNCAPITALIZED EQUIPMENT	23,521.97	12,302.42	11,219.55
5037 · CAPITAL EXP. - EQUIPMENT			
Command Vehicle	0.00	20,440.24	-20,440.24
Facilities	20,244.60	0.00	20,244.60
Operations	8,593.06	0.00	8,593.06
Station	0.00	16,715.00	-16,715.00
Vehicles	119,061.48	0.00	119,061.48
Total 5037 · CAPITAL EXP. - EQUIPMENT	147,899.14	37,155.24	110,743.90
Total Expense	4,620,642.20	4,754,383.31	-133,741.11
Net Income	707,508.25	798,114.80	-90,606.55

ALPINE FIRE PROTECTION DISTRICT
Profit & Loss Budget vs. Actual
 July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
Income				
4000 · COUNTY OF S.D.				
4000.01 · 1% Property Tax	4,082,366.33	3,966,079.00	116,287.33	102.9%
4000.02 · Interest-General Fund	25,628.84	15,000.00	10,628.84	170.9%
4000.03 · Mitigation Fees	35,738.42	25,000.00	10,738.42	143.0%
4000.04 · Interest-Mitigation Fund	713.28	1,000.00	-286.72	71.3%
4000.05 · Benefit Fee-Alpine	552,454.28	564,000.00	-11,545.72	98.0%
4000.06 · 1% Refunds	-32,709.82	-19,000.00	-13,709.82	172.2%
Total 4000 · COUNTY OF S.D.	4,664,191.33	4,552,079.00	112,112.33	102.5%
4002 · INTEREST INCOME				
.1 · California Bank & Trust	1,046.92	100.00	946.92	1,046.9%
.2 · PASIS	5,029.35	1,500.00	3,529.35	335.3%
.3 · Investments	42,383.85	35,000.00	7,383.85	121.1%
.4 · LAIF	11,933.81	1,000.00	10,933.81	1,193.4%
.6 · SRPL	6,042.99	2,000.00	4,042.99	302.1%
Total 4002 · INTEREST INCOME	66,436.92	39,600.00	26,836.92	167.8%
4005 · OTHER INCOME				
.01 · Plan Check	32,545.54	11,000.00	21,545.54	295.9%
.04 · Other	26,637.62	14,365.00	12,272.62	185.4%
.05 · Donations	7.00			
.08 · Ambulance Sub-Lease(Restricted)	90,000.00	120,000.00	-30,000.00	75.0%
.09 · ALS Agreement (Restricted)	28,950.00	30,000.00	-1,050.00	96.5%
.10 · Training	409.50			
.11 · Vehicle Reimbursements	28,474.60	28,475.00	-0.40	100.0%
.13 · Strike Team Personnel Reimb.	183,235.97	183,237.00	-1.03	100.0%
.14 · Other Strike Team Reimb.	51,416.16	51,653.00	-236.84	99.5%
Total 4005 · OTHER INCOME	441,676.39	438,730.00	2,946.39	100.7%
4006 · GRANT INCOME				
4006.04 · CountySD				
SHGP 2022	0.00	13,266.00	-13,266.00	0.0%
SHGP 2021	0.00	13,964.00	-13,964.00	0.0%
SHGP 2020	13,630.00	13,630.00	0.00	100.0%
UASI 2021	0.00	2,120.00	-2,120.00	0.0%
UASI 2020	0.00	2,120.00	-2,120.00	0.0%
Total 4006.04 · CountySD	13,630.00	45,100.00	-31,470.00	30.2%
4006.14 · Alpine Fire Foundation	12,719.29	11,600.00	1,119.29	109.6%
4006.19 · ARPA	129,496.52	100,000.00	29,496.52	129.5%
4006.20 · FEMA Hazardous Grant Program	0.00	135,000.00	-135,000.00	0.0%
Total 4006 · GRANT INCOME	155,845.81	291,700.00	-135,854.19	53.4%
Total Income	5,328,150.45	5,322,109.00	6,041.45	100.1%
Expense				
8000 · DEBT SERVICE FUND				
8000.1 · Pension Oblig. Bond Principle	200,000.00	200,000.00	0.00	100.0%
8000.1b · Pension Obligation Bnd Interest	166,497.40	166,498.00	-0.60	100.0%
Total 8000 · DEBT SERVICE FUND	366,497.40	366,498.00	-0.60	100.0%
5003 · GRANT EXPENSES				
5003.04 · CountySD				
UASI 2022	1,001.28			
SHGP 2022	0.00	13,266.00	-13,266.00	0.0%
SHSP 2021	13,930.67	13,964.00	-33.33	99.8%
SHSP 2020	0.00	13,630.00	-13,630.00	0.0%
UASI 2021	0.00	2,120.00	-2,120.00	0.0%
UASI 2020	0.00	2,120.00	-2,120.00	0.0%
Total 5003.04 · CountySD	14,931.95	45,100.00	-30,168.05	33.1%
5003.14 · Alpine Fire Foundation				
Other Awards	12,719.29	11,600.00	1,119.29	109.6%
5003.14 · Alpine Fire Foundation - Other	442.85			
Total 5003.14 · Alpine Fire Foundation	13,162.14	11,600.00	1,562.14	113.5%
5003.19 · ARPA	91,818.25	100,000.00	-8,181.75	91.8%
5003.20 · FEMA Hazardous Mit. Program	0.00	135,000.00	-135,000.00	0.0%
Total 5003 · GRANT EXPENSES	119,912.34	291,700.00	-171,787.66	41.1%
5000 · SALARIES				

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
5000.01 · Payroll	1,591,884.08	1,783,721.00	-191,836.92	89.2%
5000.02 · OVERTIME				
Critical Weather	17,642.97	30,068.00	-12,425.03	58.7%
FLSA	27,921.20	36,563.00	-8,641.80	76.4%
Paramedic Resource Pool	-1,186.80	0.00	-1,186.80	100.0%
Reimbursable	52.01	0.00	52.01	100.0%
Sick Coverage	67,601.07	81,185.00	-13,583.93	83.3%
Strike Team	165,679.64	150,000.00	15,679.64	110.5%
Training	24,047.79	33,559.00	-9,511.21	71.7%
Unclassified-Meetings, etc	6,592.90	38,921.00	-32,328.10	16.9%
Vacation-Holiday Coverage	156,999.89	234,534.00	-77,534.11	66.9%
Worker's Comp Coverage	55,162.32	45,000.00	10,162.32	122.6%
Total 5000.02 · OVERTIME	520,512.99	649,830.00	-129,317.01	80.1%
Total 5000 · SALARIES	2,112,397.07	2,433,551.00	-321,153.93	86.8%
5002 · EMPLOYEE BENEFITS				
5002.01 · Educational Incentive	93,822.06	100,576.00	-6,753.94	93.3%
5002.02 · Vacation/Sick Leave Expense	73,614.83	95,000.00	-21,385.17	77.5%
5002.03 · Medicare / Employer Exp	32,596.00	41,545.00	-8,949.00	78.5%
5002.04 · Retirement - Pers	264,421.69	322,676.00	-58,254.31	81.9%
5002.4d · Retirement-PERS Other Obligatio	1,261.73	0.00	1,261.73	100.0%
5002.4a · Retirement UAL Payments	132,355.00	132,390.00	-35.00	100.0%
5002.05 · Group Medical Ins	343,318.81	409,455.00	-66,136.19	83.8%
5002.06 · Life Insurance	5,688.47	6,480.00	-791.53	87.8%
5002.07 · LTD Insurance	5,827.20	6,840.00	-1,012.80	85.2%
5002.08 · Social Security(Employer)	350.30	508.00	-157.70	69.0%
5002.10 · Retirement 401 (a)	3,196.25	5,000.00	-1,803.75	63.9%
5002.11 · Uniform Allowance (Admin)	500.00	500.00	0.00	100.0%
Total 5002 · EMPLOYEE BENEFITS	956,952.34	1,120,970.00	-164,017.66	85.4%
5007 · CLOTHING				
5007.01 · Uniforms				
Uniforms	13,296.92	18,631.00	-5,334.08	71.4%
Total 5007.01 · Uniforms	13,296.92	18,631.00	-5,334.08	71.4%
5007.02 · Boots	1,149.71	4,235.00	-3,085.29	27.1%
5007.03 · Turn Outs/Helmets	23,103.46	43,663.00	-20,559.54	52.9%
5007.04 · Wildland gear	9,238.00	8,794.00	444.00	105.0%
Total 5007 · CLOTHING	46,788.09	75,323.00	-28,534.91	62.1%
5008 · COMMUNICATION				
5008.01 · HCFA ,RCS - Internet	116,584.43	115,624.00	960.43	100.8%
5008.02 · Mobile Communications	627.49	0.00	627.49	100.0%
5008.03 · Mobile Data Terminals	5,823.81	7,240.00	-1,416.19	80.4%
5008.05 · Emergency Operations Center EOC	0.00	200.00	-200.00	0.0%
Total 5008 · COMMUNICATION	123,035.73	123,064.00	-28.27	100.0%
5009 · PASIS (Workers Comp)				
5009.01 · Administrative	106,470.00	104,250.00	2,220.00	102.1%
5009.02 · Claim Related	64,929.60	125,000.00	-60,070.40	51.9%
Total 5009 · PASIS (Workers Comp)	171,399.60	229,250.00	-57,850.40	74.8%
5010 · HOUSEHOLD	4,824.30	6,000.00	-1,175.70	80.4%
5011 · FAIRA	49,669.16	46,011.00	3,658.16	108.0%
5012 · MAINTENANCE - EQUIPMENT				
5012.01 · E17 KME (2015)	68,683.89	53,500.00	15,183.89	128.4%
5012.02 · E217 KME (2002)	13,323.96	16,495.00	-3,171.04	80.8%
5012.03 · B217 International (2002)	103.91	7,995.00	-7,891.09	1.3%
5012.3B · B17 Hi-Tech (2019)	2,055.98	6,995.00	-4,939.02	29.4%
5012.04 · 4709 U17 Ford F-250(2018) SQ17	1,523.41	3,910.00	-2,386.59	39.0%
5012.05 · Rescue Tools	1,007.19	1,515.00	-507.81	66.5%
5012.06 · Hydrant	235.82	160.00	75.82	147.4%
5012.07 · Generator	4,026.94	2,119.00	1,907.94	190.0%
5012.08 · SCBA - Compressor	1,668.17	3,100.00	-1,431.83	53.8%
5012.09 · Portable Extinguishers	335.93	314.00	21.93	107.0%
5012.10 · Ladder Testing	3,910.40	3,605.00	305.40	108.5%
5012.11 · Misc.Equipment	982.49	1,000.00	-17.51	98.2%
5012.12 · Fuel	29,540.41	43,298.00	-13,757.59	68.2%
5012.13 · Foam (Class A/B)	1,837.14	2,000.00	-162.86	91.9%
5012.14 · Fire Hose/Hose Packs	6,490.49	4,094.00	2,396.49	158.5%
5012.16 · Air Compressor - Station	269.52	820.00	-550.48	32.9%
5012.19 · SCBA's	1,925.26	3,555.00	-1,629.74	54.2%
5012.21 · 4701 Silverado	921.57	2,800.00	-1,878.43	32.9%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
5012.22 · 4702 Dodge Ram Truck 0965(2012)	702.11	4,000.00	-3,297.89	17.6%
5012.23 · 4705 2020Ford Exp/2021 EQ Maint	214.61	1,850.00	-1,635.39	11.6%
Total 5012 · MAINTENANCE - EQUIPMENT	139,759.20	163,125.00	-23,365.80	85.7%
5013 · MAINTENANCE - RADIOS				
5013.01 · Maintenance Contract	2,470.94	3,500.00	-1,029.06	70.6%
5013.02 · Other radio maintenance	1,662.36	2,000.00	-337.64	83.1%
Total 5013 · MAINTENANCE - RADIOS	4,133.30	5,500.00	-1,366.70	75.2%
5014 · MAINTENANCE - STRUCTURES				
5014.01 · Station 17				
Station Maintenance	17,302.41	16,217.00	1,085.41	106.7%
5014.01 · Station 17 - Other	755.68			
Total 5014.01 · Station 17	18,058.09	16,217.00	1,841.09	111.4%
5014.02 · HVAC Maintenance	4,938.00	2,890.00	2,048.00	170.9%
5014.03 · Apparatus Bay Doors & Gates	525.00	4,900.00	-4,375.00	10.7%
5014.04 · Life Safety Systems	6,060.92	6,764.00	-703.08	89.6%
5014.05 · Plymovent	0.00	1,350.00	-1,350.00	0.0%
5014.06 · Gym Equipment	996.51	1,350.00	-353.49	73.8%
5014.07 · Grounds Maintenance	7,181.68	7,865.00	-683.32	91.3%
Total 5014 · MAINTENANCE - STRUCTURES	37,760.20	41,336.00	-3,575.80	91.3%
5015 · MEDICAL SUPPLIES				
5015.01 · EMS Supplies	1,887.83	3,269.00	-1,381.17	57.7%
5015.04 · Defib.maintenance	6,309.00	7,359.00	-1,050.00	85.7%
5015.05 · Multi Casualty Trailer	0.00	300.00	-300.00	0.0%
5015.07 · Narcotic Disposal	748.00	465.00	283.00	160.9%
Total 5015 · MEDICAL SUPPLIES	8,944.83	11,393.00	-2,448.17	78.5%
5016 · MEMBERSHIP	1,844.00	3,601.00	-1,757.00	51.2%
5018 · OFFICE EXPENSE				
5018.01 · Expendable Supplies	2,087.02	2,900.00	-812.98	72.0%
5018.02 · Postage	460.00	900.00	-440.00	51.1%
5018.03 · Office Equip.& Maintenance	38,229.85	35,638.00	2,591.85	107.3%
Total 5018 · OFFICE EXPENSE	40,776.87	39,438.00	1,338.87	103.4%
5019 · PROFESSIONAL FEES				
5019.01 · Legal Counsel	27,158.14	28,400.00	-1,241.86	95.6%
5019.02 · Auditor	11,729.00	11,000.00	729.00	106.6%
5019.05 · Election	15,000.00	18,000.00	-3,000.00	83.3%
Total 5019 · PROFESSIONAL FEES	53,887.14	57,400.00	-3,512.86	93.9%
5023 · TRAINING				
5023.01 · Training Incidentals	1,664.00	2,000.00	-336.00	83.2%
5023.02 · EMS (Medical Training)	11,291.27	17,680.00	-6,388.73	63.9%
5023.03 · HTF	14,358.00	14,351.00	7.00	100.0%
5023.04 · Education	2,394.00	7,500.00	-5,106.00	31.9%
5023.05 · Workshops	518.00	6,010.00	-5,492.00	8.6%
Total 5023 · TRAINING	30,225.27	47,541.00	-17,315.73	63.6%
5025 · WORKSHOPS-MANAGEMENT				
5025.01 · Administrative	5,976.75	11,360.00	-5,383.25	52.6%
5025.02 · Chief Officers	283.11	6,000.00	-5,716.89	4.7%
5025.03 · Board Members	1,240.01	7,500.00	-6,259.99	16.5%
5025.04 · In House Training	3,305.00	4,220.00	-915.00	78.3%
5025.05 · Community Risk Reduction	897.53	6,500.00	-5,602.47	13.8%
5025 · WORKSHOPS-MANAGEMENT - Other	580.98			
Total 5025 · WORKSHOPS-MANAGEMENT	12,283.38	35,580.00	-23,296.62	34.5%
5028 · UTILITIES				
5028.01 · SDG&E	44,316.34	48,189.00	-3,872.66	92.0%
5028.02 · Telephone	1,981.47	2,500.00	-518.53	79.3%
5028.03 · Water	6,014.01	8,678.00	-2,663.99	69.3%
5028.04 · Trash	1,722.40	1,412.00	310.40	122.0%
5028.05 · Sewer	3,748.46	4,035.00	-286.54	92.9%
Total 5028 · UTILITIES	57,782.68	64,814.00	-7,031.32	89.2%
5030 · SPECIAL DISTRICT EXPENSE				
5030.01 · District Operations	8,247.74	7,800.00	447.74	105.7%
5030.02 · Publishing	427.00	660.00	-233.00	64.7%

ALPINE FIRE PROTECTION DISTRICT

Profit & Loss Budget vs. Actual

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
5030.04 · County Admin.Fees	44,878.54	48,075.00	-3,196.46	93.4%
5030.05 · Incident Operations	9,642.36	8,500.00	1,142.36	113.4%
5030.06 · FIT Tests/HepBC/Wellness	16,068.88	39,260.00	-23,191.12	40.9%
5030.08 · LAFCO Budget	2,648.55	2,649.00	-0.45	100.0%
5030.10 · Web Site	935.00	1,020.00	-85.00	91.7%
5030.11 · Recruitment-New Hires	692.00	750.00	-58.00	92.3%
5030.16 · Reimbursable expenses	176.26	0.00	176.26	100.0%
5030.17 · Software/Licenses	15,804.13	27,010.00	-11,205.87	58.5%
Total 5030 · SPECIAL DISTRICT EXPENSE	99,520.46	135,724.00	-36,203.54	73.3%
5031 · DIRECTORS FEES	5,650.00	8,580.00	-2,930.00	65.9%
5032 · Community Risk Reduction				
5032.01 · Public Education	1,559.16	5,974.00	-4,414.84	26.1%
5032.02 · Supplies	3,618.57	4,685.00	-1,066.43	77.2%
5032.03 · Classes	0.00	1,300.00	-1,300.00	0.0%
5032.04 · Mapping	0.00	500.00	-500.00	0.0%
Total 5032 · Community Risk Reduction	5,177.73	12,459.00	-7,281.27	41.6%
5035 · UNCAPITALIZED EQUIPMENT				
Communications	7,881.53	10,851.00	-2,969.47	72.6%
Facilities	7,402.67	12,282.00	-4,879.33	60.3%
Office	4,393.94	13,846.00	-9,452.06	31.7%
Operations	3,843.83	10,650.00	-6,806.17	36.1%
Total 5035 · UNCAPITALIZED EQUIPMENT	23,521.97	47,629.00	-24,107.03	49.4%
5037 · CAPITAL EXP. - EQUIPMENT				
Facilities	20,244.60	51,000.00	-30,755.40	39.7%
Operations	8,593.06	10,000.00	-1,406.94	85.9%
Vehicles	119,061.48	1,005,000.00	-885,938.52	11.8%
Total 5037 · CAPITAL EXP. - EQUIPMENT	147,899.14	1,066,000.00	-918,100.86	13.9%
5038 · CONTINGENCY FUND	0.00	152,244.00	-152,244.00	0.0%
5039 · EMERGENCY FUND	0.00	5,000.00	-5,000.00	0.0%
5050 · INTERFUND TRANSFERS	0.00	-1,740,056.00	1,740,056.00	0.0%
5040 · FUND ACCURAL ACCOUNTS	0.00	472,434.00	-472,434.00	0.0%
Total Expense	4,620,642.20	5,322,109.00	-701,466.80	86.8%
Net Income	707,508.25	0.00	707,508.25	100.0%

ALPINE FIRE PROTECTION DISTRICT
Employee Reimbursement Report
May 2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
May 23	Check	05/15/2023	21409	PINHERO, DEBBIE A	Travel Reimb. 03/1-05/15/2023	5018.01 · Expendable Supplies	158.18
	Check	05/31/2023	21427	THORN, BROCC N	B. Thorn: CA Paramedic Recert	5023.04 · Education	250.00
May 23							<u>250.00</u>

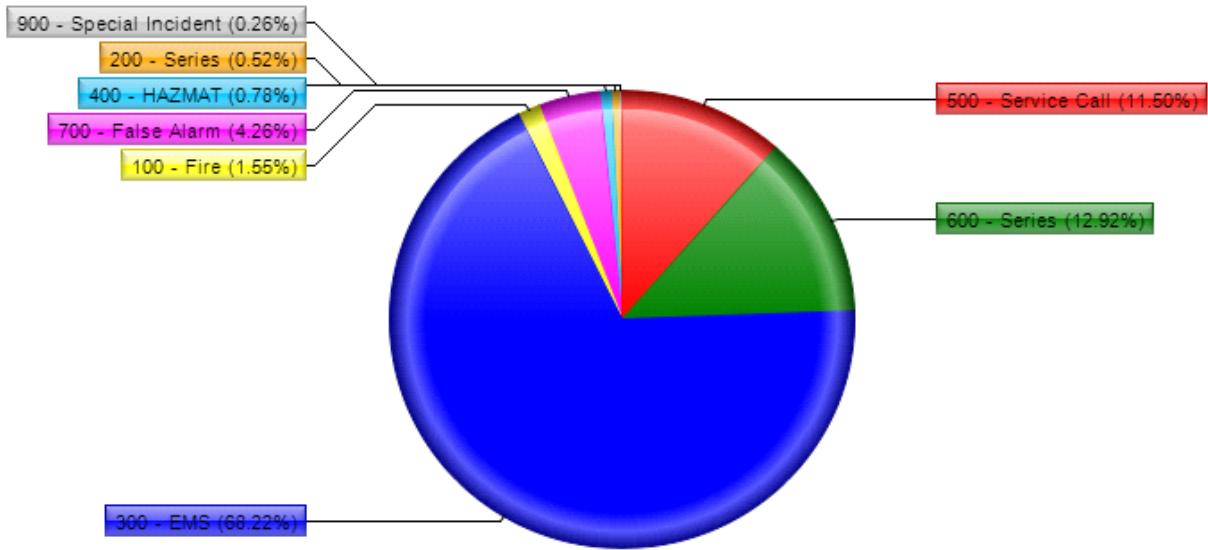
Monthly Board Report

Date: Thursday, June 15, 2023
Time: 8:41:43 AM

Alarm Date between 2023-01-01 and 2023-05-31

Incident Type Group	2023	Total
500 - Service Call	89	89
600 - Series	100	100
300 - EMS	528	528
100 - Fire	12	12
700 - False Alarm	33	33
400 - HAZMAT	6	6
200 - Series	4	4
900 - Special Incident	2	2
Annual Total	774	774

Incident Type Group	2023-01-01	2023-02-01	2023-03-01	2023-04-01	2023-05-01	Total
500 - Service Call	16	7	12	28	26	89
600 - Series	24	15	29	17	15	100
300 - EMS	104	86	98	132	108	528
100 - Fire	1	3	3	4	1	12
700 - False Alarm	7	8	8	7	3	33
400 - HAZMAT	1	3	1	0	1	6
200 - Series	1	1	0	0	2	4
900 - Special Incident	0	0	0	0	2	2
Monthly Total	154	123	151	188	158	774



ALPINE FIRE PROTECTION DISTRICT - STAFF REPORT

Agenda Item: 6.1

Meeting Date: June 20, 2023

Submitted by: Admin Director Pinhero

Subject: Limit for Appropriations of Proceeds of Tax Subject to Limitation for
Fiscal Year 2023-24 (GANN Limit) Resolution



Subject Summary:

Article XIII B of the California Constitution, approved by the voters in 1979, imposed the concept of spending limits on local governments. This Constitutional provision and related implementing legislation specifies that annual increases in appropriations financed from "proceeds of Taxes" are limited to a base year (currently set at 1986-87) amount increased annually by an inflation factor comprised of the change in population of the unincorporated areas combined with the change in the California per capita personal income. By definition, "Proceeds of Taxes" includes such revenues as property taxes and special taxes. Revenues from other sources like fees/charges and grants are considered "Non - Proceeds of Taxes" and are not subject to the annual spending limit.

Discussion:

The State of California Department of Finance is charged with providing the data necessary for local jurisdictions to establish their appropriations limit. According to the information provided, for purposes of FY23-24 calculation, the population for the unincorporated areas did not change and the California per capita personal income (Price Factor) increased by 4.44%. These figures were used in the formula to compute the limit.

The calculated maximum "GANN" limit applicable to the FY23-2024 appropriations of proceeds of tax for the Alpine Fire Protection District is \$4,562,592. This amount exceeds the projected tax proceeds subjected to the limit by \$937,098. Therefore the District is below the limit by \$937,098.



RESOLUTION # 22/23-30

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ALPINE FIRE PROTECTION DISTRICT
ESTABLISHING THE LIMIT FOR APPROPRIATIONS OF PROCEEDS
OF TAX SUBJECT TO LIMITATION FOR FISCAL YEAR 2023-24**

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, which added Article XIII B of the California Constitution; and

WHEREAS, the provisions of the Article require the District to establish a maximum spending limitation.;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Alpine Fire Protection District, a public agency in the County of San Diego, California, does hereby, establish that the calculated maximum "GANN" limit applicable to the 2023/2024 appropriations of proceeds of tax, based upon the population and cost of living per capita income increase, provided by the State of California Department of Finance for the Alpine Fire Protection District is \$4,562,592.

2022/2023 Appropriation Limitation = \$4,368,625

Adjustments:

Per Capita Personal Income Change =	1.0444
Population Change (Unincorporated) =	0.0
Combined Factor =	1.0444

2023/2024 Appropriation Limitation = \$4,562,592

PASSED AND ADOPTED by the BOARD OF DIRECTORS of the ALPINE FIRE PROTECTION DISTRICT, County of San Diego, State of California, on this 20th day of June 2023, by the following vote:

- AYES: (0)
- NOES: (0)
- ABSENT: (0)
- ABSTAIN: (0)
- RECUSED: (0)

Steve Taylor
Board President

Tim Mehrer
Board Secretary

I, Jennifer Davis, Clerk of the Board of the Alpine Fire Protection District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board at a regularly scheduled meeting of the Alpine Fire Protection District Board.

Executed this _____
(Date of Execution)

Jennifer Davis
Clerk of the Board

**ALPINE FIRE PROTECTION DISTRICT
 ARTICLE XIII B APPROPRIATION OF PROCEEDS OF TAX LIMITATION
 DETERMINATION 2023-2024**

1 DETERMINATION OF PERMITTED GROWTH RATE IN APPROPRIATION 2023-2024		
CALIF.PER CAPITA INCOME	4.44%	1.0444
UNINCORPORATED COUNTY POPULATION FACTOR	0.00%	1.0000
FACTOR FOR 2023/2024		1.0444
APPROPRIATION LIMIT - PRIOR FISCAL YEAR	2022-2023	4,368,625
APPROPRIATION FACTOR	2023-2024	1.0444
APPROPRIATION LIMIT - CURRENT FISCAL YEAR	2023-2024	4,562,592
ALLOCATED REVENUE	FROM TAXES	NON TAXES
1% PROP TAX	4,093,500	
INTEREST, PROP TAX	15,000	
SPECIAL DISTRICT BENEFIT FEE		601,500
PLAN CHECK FEES		15,000
FIRST RESPONDER		0
MITIGATION FEES		30,000
INTEREST (OTHER)		40,000
TOTAL INCOME	4,108,500	686,500
INCOME UNDER SPENDING LIMITATION		454,092
2 ADJUSTMENTS - MANDATE COST: Section 9 (b) of Article X111b of the constitution. Qualified capital outlay Prop 111.		
CAPITAL OUTLAY PROJECTS		1,279,572
CAPITAL IMPROVEMENTS		0
MAINTENANCE OF ASSETS		257,858
INCREASED POSTAGE COST		0
COUNTY ADMINISTRATIVE FEES		49,985
FLSA		40,892
MEDICARE COVERAGE		44,302
HCFA OPERATIONS & COMMUNICATIONS		118,168
TOTAL ADJUSTMENTS		1,790,777
3 TOTAL PROPOSED EXPENDITURES	2023-2024	5,416,271
LESS ADJUSTMENTS		-1,790,777
TOTAL EXPENDITURES MINUS ADJUSTMENTS		3,625,494
TOTAL EXPENDITURES UNDER LIMITATION		937,098

ALPINE FIRE PROTECTION DISTRICT - STAFF REPORT

Agenda Item: 6.2
 Meeting Date: June 20, 2023
 Submitted by: Jason McBroom, Fire Marshal
 Subject: 2023-02 AFPD Defensible Space & Weed Abatement Ordinance



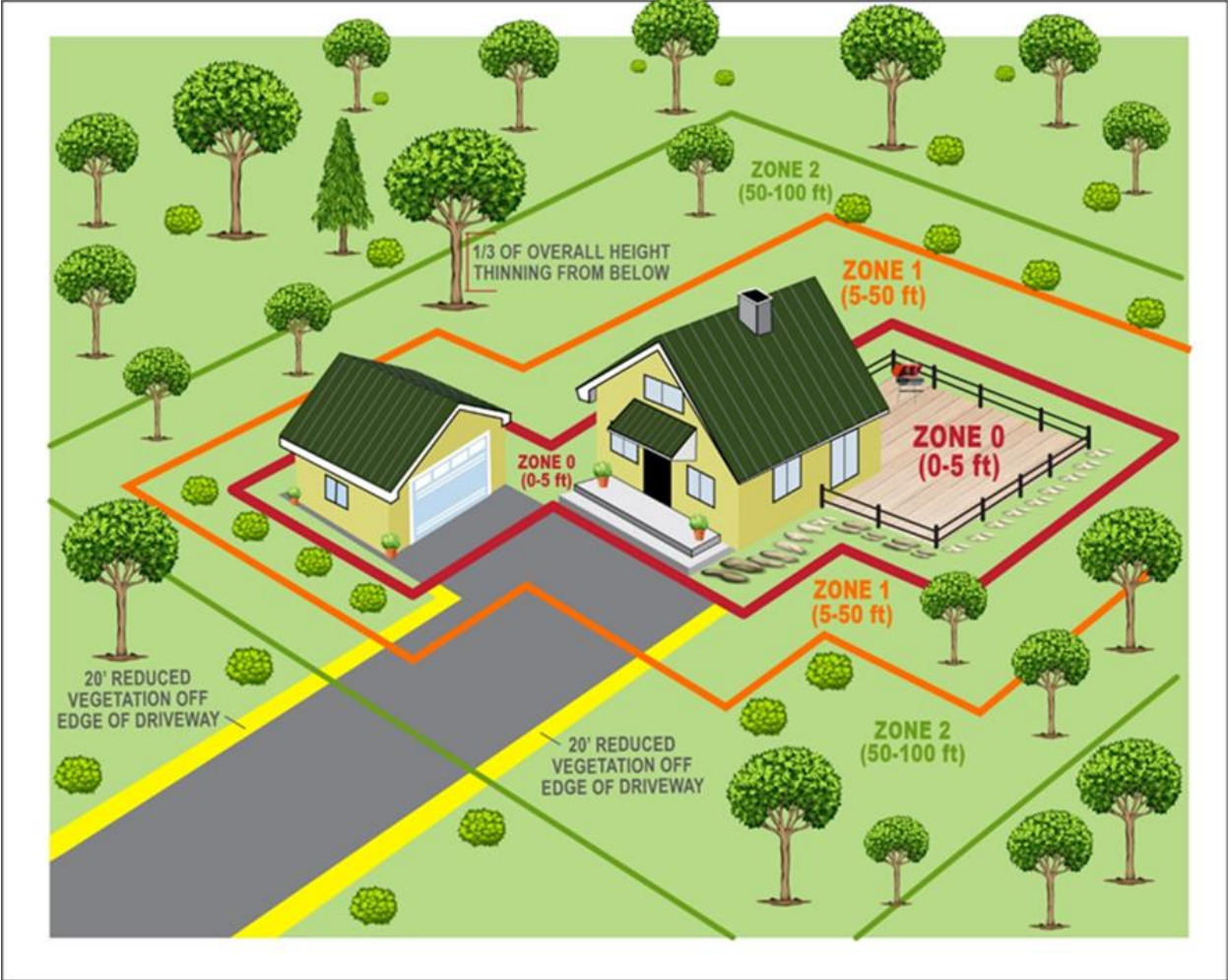
SUBJECT SUMMARY:

Agenda item 6.2 is the second of two hearings for the District’s Defensible Space and Weed Abatement Ordinance. When the California Building Standards Commission updates the California Building and Fire Codes (every 3 years), the District needs to update the Defensible Space Ordinance in order to stay current with the state codes. The current Defensible Space Ordinance was last adopted in February of 2016.

Cross Reference of Changes from Current Ordinance to the New Ordinance

2016-01 Ordinance Format	2023-02 Ordinance Format
Article I: Provides further description of scope.	Article I: Provides further description of scope. <i>No Changes</i>
Article II: NO CHANGE	Article II: NO CHANGE
Article III: Added Title 14 CCR section 1272.00, ADD	Article III: Enactment of Ordinance citing authority.
Public Resources Code Section 4290(a) ADD	Changed Title 14 1272 to now be 1276.02 renumbered
Public Resources Code Section 4291(a) – (f) ADD	
Article IV: Definitions. Added following new definitions moved all definitions under Article IV with new sections.	Article IV: H&S Code 17958.7 to make express findings to amend or modify ordinances.
Section IV.I. Abatement NO CHANGE	
Section IV.II. Biological Open Space ADD	
Section IV.III. Combustible Vegetation ADD	
Section IV.IV. Dead, Dying or Diseased Trees ADD	
Section IV.V. Defensible Space ADD	
Section IV.VI. Fuel Modification Zones ADD	
Section IV.VII. MSCP ADD	
Section IV.VIII. PAMA ADD	
Section IV.IX. Parcel ADD	
Section IV.X. Waste Matter MODIFIED	
Article V. Abatement of Certain Vegetation and Waste Matter Provides further explanation to purpose and scope as per the definitions. MODIFIED	Article V. Enforcing Agency – AFPD as agreed to perform its own SRA inspections and not have Cal Fire DSI.
Dead, Dying or Diseased Trees: Language Change	
Fuels Breaks: that : than	
	Section I- Findings
	Section II – Definitions
	Section III – Enforcement Responsibility/Applicability
	Section IV – Defensible Space Requirements (a) Defensible Space around Improvements 1. Zone 0 0’ – 5’ around perimeter

	<ul style="list-style-type: none"> 2. Zone 1 5' – 50' around perimeter 3. Zone 2 – 50' – 100' around perimeter <ul style="list-style-type: none"> (b) Defensible Space along Property Lines (c) Defensible Space along roadways and driveways (d) Defensible Space along evacuation Routes (e) Defensible Space around Ground Mounted Solar (f) Defensible Space around LPG tanks (g) Maintaining Defensible space to open spaces (h) Defensible Space for real estate disclosure
Article VI: Notice to Abate Hazards, Posting of Property, Forced Abatement and Appeals moved to its own Article. MODIFIED	Section V – Enforcement <ul style="list-style-type: none"> (a) Notice of Violation (b) Public Nuisance (c) Served notices (d) Administrative Citations
	Section VI – Removal of Prohibited Materials <ul style="list-style-type: none"> (a) Approved methods for removal (b) Areas where prohibited materials are removed (c) Federal, State and County compliance for removal of prohibited materials
Article VII: Liens, Administrative Citations and Cost Recovery – Created under its own Article MODIFIED	Article VI: Liens, Administrative Citations and Cost Recovery – Created under its own Article RENUMBERED
Article VIII: Validity – Moved old Article VI from previous ordinance to new Article. MODIFIED	Article VII: Validity – Moved old Article VI from previous ordinance to new Article. RENUMBERED
Article IX: Recitals – Created new Article rescinding the old ordinance. AFPD did not have to rescind the any previous ordinances as the creation of the 01-01 Ordinance was the first of its kind. ADD	Article VIII: Recitals – Created new Article rescinding the old ordinance. Rescinding 2016-01 Ordinance and replacing with AFPD 2023-02.
Article X: Published – Publishing of new AFPD Ordinance necessary for public notifications. Old ordinance was executed as an emergency order. ADD	Article IX: Published – Publishing of new AFPD Ordinance necessary for public notifications. RENUMBERED
Article XI: Effective Date – To become effective 30 days after adoption. Old ordinance was effective immediately as it was passed as an emergency Ordinance. ADD	Article IX Section II: Effective Date – To become effective 30 days after adoption. RENUMBERED
	Table to describe 3 zones – ADD
	Illustration of 3 zones - ADD
ADD- New language was added.	ADD- New language was added.
MODIFIED- Language was changed to use new definitions, remove certain terms not used.	MODIFIED- Language was changed to use new definitions, remove certain terms not used.
	RENUMBERED – changed format of document
NO CHANGE- Same language.	NO CHANGE- Same language.
8 pages	8 pages



**ALPINE FIRE PROTECTION DISTRICT
DEFENSIBLE SPACE ORDINANCE #2023-02**



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AN ORDINANCE OF THE ALPINE FIRE PROTECTION DISTRICT FOR VEGETATION MANAGEMENT AND DECLARING CERTAIN VEGETATION AND CERTAIN WASTE MATTER A PUBLIC NUISANCE AND PROVIDING FOR THE REMOVAL THEREOF

The Board of Directors of the Alpine Fire Protection District does ordain as follows:

ARTICLE I

The Alpine Fire Protection District finds and determines that the purpose of this ordinance is to prohibit the accumulation of combustible vegetation, dead, dying or diseased trees, green waste, waste matter, and other flammable/combustible materials which are dangerous to property and to the health, welfare and safety of residents. This ordinance will provide a more Defensible Space for fire suppression personnel to operate and will allow for public nuisance abatement when property owners allow combustible vegetation and other flammable materials to accumulate in violation of this ordinance.

ARTICLE II

A majority of all native vegetation within Alpine Fire Protection District constitutes a seasonal recurrent nuisance pursuant to the Health and Safety Code Section 14900.5.

ARTICLE III - AUTHORITY

The enactment of this Ordinance is pursuant to the authority of the Health and Safety Code Sections: Section 13861 (h), Section 13879, Sections 14875, et seq, and Sections 14930. Title 14 California Code of Regulations Section 1276.02, Public Resource Code Section 4290 (a), Public Resource Code Section 4291(a) – (f), 2023-01 AFPD Fire Ordinance Section 4902 – 4907.9.3, California Fire Code 2022 Chapter 49 Section 4901 – 4910.4, Government Code Sections 51175 - 51189

ARTICLE IV – ABATEMENT OF CERTAIN VEGETATION AND WASTE MATTER

WHEREAS, Health & Safety Code Section 17958.7 requires that the Fire District, before making any changes or modifications pursuant to Section 17958.5, make express findings that such changes or modifications are needed due to climatic, geographic, or topographic conditions; and,

WHEREAS, the Board of Directors of the Alpine Fire Protection District does herewith find that the District has certain climatic, geologic, and topographic features that can have a deleterious effect on emergency services such as fire protection and emergency medical services, and,

WHEREAS, the Board of Directors of the Alpine Fire Protection District finds that the modifications and changes to the California Building Standards Code and the other regulations are reasonably necessary because of the following local climatic, geological, and topographical conditions:

1. The ever-changing climatic conditions and the expansion of our fire season create numerous serious difficulties regarding the control of and protection against fires in the Enforcing Agency's District. The hot, dry weather typical of this area in summer and through early winter coupled with strong katabatic (Santa Ana) winds frequently results in wildfires that threaten or



could threaten the Alpine Fire Protection District. Natural vegetation occurring in our region is among the most highly combustible in the world.

2. The topography of the Enforcing Agency's District presents problems in the delivery of emergency services, including fire protection. Hilly terrain has narrowed, winding roads with little circulation, preventing rapid access and orderly evacuation. Many of these hills are covered with highly combustible or flammable natural vegetation. In addition to access and evacuation problems, the terrain makes delivery of water extremely difficult. Some hill areas are served by water pump systems subject to failure in fire, high winds, earthquake, and other power failure situations.
3. Due to the topography in much of the Enforcing Agency's District, roadway condition, gates, angle of approach or departure, steeply sloping roadways, unrated private bridges, and grades are common. In addition, combining potentially severe rainstorms and ground water retention of many areas of the district where there is expansive soil may produce a condition wherein the moisture content of the soil is sufficient that roadways become damaged due to soil expansion and shrinkage. All weather, paved surfaces capable of supporting the imposed loads of fire apparatus are necessary to ensure access of emergency response personnel. These roadways, gates, approach angles, steep slopes and grades can also make it difficult for fire apparatus and other emergency vehicles to access a site. It is therefore essential that these roadway accesses be provided with proper all weather, paved surfaces, angle of approach, grades, and gate access.

ARTICLE V – ENFORCING AGENCY

Alpine Fire Protection District

SECTION I – FINDINGS

The Board of Directors makes the following findings and declarations:

The presence of Combustible Material, as defined herein, on private property may present a fire hazard and be potentially injurious to the health, safety, and general welfare of the public. In those situations, the presence of Combustible Materials constitutes a public nuisance which may be abated in accordance with the provisions of this chapter. Nothing in this chapter shall replace or conflict with the authority of the County Agricultural Commissioner to eradicate Noxious Weeds under applicable sections of the California Food and Agricultural Code. The requirements in this chapter shall apply in addition to the other regulating statutes and ordinances heretofore or hereafter enacted by the State, the County, or any other legal entity or agency having jurisdiction, including the San Diego County Consolidated Fire Code (CFC). In the event of a conflict between the CFC and this chapter, this chapter shall prevail.

SECTION II – DEFINITIONS

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

- (a) "COMBUSTIBLE MATERIAL" is material that will readily ignite, burn and transmit fire to any structure or vegetation. Combustible material includes, but is not limited to, Dead, Dying or Diseased Trees, Green Waste, Rubbish, or other flammable material that may present a fire hazard. Combustible Material does not include vegetation that is well pruned and maintained so as to effectively prevent the risk of fire ignition or transmission between vegetation and/or structures.



- (b) "COUNTY" shall mean the County of San Diego.
- (c) "DEAD, DYING OR DISEASED TREES" includes, but is not limited to, pest- or pathogen-infested trees, abandoned or neglected groves or other trees which are in a dying condition or no longer living.
- (d) "DEFENSIBLE SPACE" is an area either natural or man-made, where Combustible Material has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur. Defensible Space shall include the maintenance of Combustible Material overhanging a building, including the roof or an outlet of a chimney or stovepipe. The amount of treatment, clearing, or modification required to maintain Defensible Space shall take into account the flammability of the Improvement as affected by building material, building standards, location, and type of Combustible Material.
- (e) "DEFENSIBLE SPACE INSPECTION FOR REAL ESTATE DISCLOSURE". Formally known as AB-38 Assembly Bill 38 Session 2019-2020. This bill requires that for the transfer of real property in Very High Wildfire mapped areas.
- (f) "ENFORCING AGENCY" shall have authority to administer and enforce this chapter. The Enforcing Agency for the SDCFPD is the Executive Director or his or her designee, for the unincorporated fire protection districts it shall be the "Fire Code Official."
- (g) "GREEN WASTE" includes, but is not limited to, organic material such as dry grass, brush, weeds, yard trimmings, plant waste, untreated wood wastes, paper products, natural fiber products, mulch and compost.
- (h) "IMPROVEMENT" means any building or structure, permanent or temporary, erected for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind located in the unincorporated parts of the county requiring a permit shall be subject to this chapter. This shall include agricultural crops and decks extending from structures. For purposes of this chapter, the term "Improvement" excludes sheds less than 120 square feet not requiring a construction permit, gazebos, freestanding open-sided shade structures and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling.
- (i) "MSCP SUBAREA" means that area shown as the "County of San Diego MSCP Subarea" on the map that is "Attachment A" to the Biological Mitigation Ordinance (found at Chapter 5 of Division 6 of Title 8 of the County Code) as referenced in Section 86.502 of the County Code and on file with the Clerk of the Board of Supervisors as Document No. 0769999.
- (j) "NOXIOUS WEED" shall mean any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, as defined in Section 5004 of the California Food and Agricultural Code.
- (k) "PARCEL" means any contiguous quantity of land in the possession of, or owned by, or recorded as the property of, the same person or entity, and is located in the unincorporated areas of the county are subject to this chapter but shall not include any portion of a parcel that has been in active production of agricultural crops within one growing season of that crop.
- (l) "PUTRESCIBLE" means rapidly decomposable by microorganisms, which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.



- (m) "RESPONSIBLE PARTY" includes, but is not limited to, any person, firm, partnership or corporation owning, renting, leasing, occupying, or otherwise controlling any parcel located in the unincorporated areas of the county are subject to this chapter.
- (n) "RUBBISH" is waste material including, but not limited to, wastepaper and debris from construction or demolition. For the purposes of this chapter, the term "rubbish" does not include Putrescible material.

SECTION III - ENFORCEMENT RESPONSIBILITY/ APPLICABILITY

- (a) This chapter shall be applicable within the unincorporated areas of Alpine, and the Enforcing Agency shall administer and enforce the provisions of this chapter.
- (b) This chapter shall be applicable within Alpine Fire Protection District providing fire protection service within the unincorporated areas of the County of San Diego. All administrative and enforcement responsibility shall rest with the Alpine Fire Protection District.

SECTION IV - DEFENSIBLE SPACE REQUIREMENTS

- (a) **Defensible Space around Improvements.** Each Responsible Party shall maintain a minimum of 100 feet of Defensible Space measured on a horizontal plane extending from the exterior perimeter of an Improvement (including decks) are subject to the provisions below.
 - i. Where an existing Improvement is located less than 100 feet from the property line, the Responsible Party shall be required to maintain Defensible Space only to the property line they legally own.
 - a. From each corner of the building/structure extending outward create and maintain three defensible space zones.
 - 1. **Zone 0** – The first 5' from the exterior wall or deck extending outward on a horizontal plane removes all combustible vegetation and combustible materials in this zone. There shall be no mulch, bark, vegetation, combustible materials present.
 - 2. **Zone 1** – Beginning at the edge of Zone 0 extending outward on a horizontal plane for 50'. Limit all vegetation to a height of 6" – 18". Remove all dead materials as needed. Limb up off the ground all trees present. If the tree is over 18' in height, then the lowest branch shall be 6' above any growth present. If a tree is less than 18' in height limb up the lowest branches 1/3 tree height and limit height of growth beneath.
 - 3. **Zone 2** – Beginning at the edge of Zone 1 extending outward on a horizontal plane limit the crowns of trees being within 10' of each other. Limb up all trees as per zone 1 limitations. Limit large pockets of woody fuels to 10' clustering. Cut dead growth as needed.
 - ii. Where 100 feet of Defensible Space is not possible, the Enforcement Official may authorize less than 100 feet, but not less than 50 feet or at the discretion of the Enforcing agency. In some cases, alternative measures may be required, including, but not limited to, one or more of the following:



- a. Mitigation measures by the Responsible Party, including, but not limited to, exterior finish materials, eave construction, reductions in the number and size of openings, and/or construction of a 6-foot-fire-resistant wall near the property line.
 - b. Locating the Improvement on the Parcel so the Defensible Space is achievable when combined with an adjacent Parcel. The remainder of the Defensible Space on the adjacent Parcel may not include any Combustible Materials.
 - c. Written consent from an adjacent Parcel owner(s) to clear Combustible Materials and maintain such clearing on the adjacent property to achieve 100 feet of Defensible Space from the Responsible Party's Improvement, or to allow the Responsible Party to enter the adjacent Parcel to do same as noted in PRC 4291(B).
- iii. Where the required Defensible Space cannot be achieved by (a) ii, despite a good faith effort by the Responsible Party (as determined by the Enforcement Agency), the Fire Code Official will issue notice to abate hazard to the adjacent property owner(s) to request to allow the Responsible Party to clear any Combustible Materials within the remaining Defensible Space.
- (b) **Defensible Space along Property Lines.** Each Responsible Party shall maintain a minimum of 30 feet of Defensible Space from the property line when the presence of Combustible Material endangers or encroaches on Improvements on an adjacent property. Vacant unimproved parcels may at the discretion of the fire code official have fuel breaks created and maintained surrounding the perimeter of the parcel.
 - (c) **Defensible Space along Roads and Driveways.** Each Responsible Party shall maintain a minimum of 20 feet of Defensible Space along each side of the improved width measured on a horizontal plane of public roads, private roads, and driveways.
 - (d) **Defensible Space along Identified Major Evacuation Routes.** Each Responsible Party shall maintain a minimum of 30 feet of Defensible Space along each side of the improved width measured on a horizontal plane of public roads, private roads, and driveways.
 - (e) **Defensible Space around Ground Mounted Solar Panel Arrays.** ALL combustible materials shall be removed, and bare mineral soil shall be present extending out from each corner 10' on a horizontal plane.
 - (f) **Defensible Space around LPG (propane) tanks.** ALL combustible materials shall be removed, and bare mineral soil shall be present extending out from each corner 10' on a horizontal plane.
 - (g) **Maintaining Defensible Space within Open Space Easements.** Defensible space is required per Public Resource Code 4291. This law requires that all buildings and structures be required to maintain the minimum required clearance. If your parcel has an open space easement recorded with the County of San Diego refer to your title document in escrow paperwork for instructions. In most cases there is language present that will allow local fire code official to provide in writing permission to cut and clear into the open space. This is done on a case-by-case basis and will require a letter executed by the Alpine Fire Protection District.
 - (h) **Defensible space inspection for real estate disclosure.** Conduct a detailed home ignition zone assessment on parcel. Report any and all violations on an approved disclosure report to provide to real estate agent. Compliance with PRC 4291 and AFPD Defensible Space Ordinance.



- (i) **Fuel Breaks:** The Fire Chief or his/her designee may require a fuel break on a parcel(s) of vacant land that proposes a higher threat to additional vacant parcels to slow the spread of wildfire. A written order shall be issued with prescribed instructions of the length and width of the fuel break. Any abatement of such hazards within the fuel break shall be completed within the MSCP and PAMA requirements. Landowners that are required to abate more than the MSCP or PAMA allow will have to acquire a permit from the San Diego County Grading Division.

SECTION V - ENFORCEMENT

- (a) **Notice of Violation.** Whenever Combustible Materials are allowed to grow or accumulate in violation of this chapter, so as to endanger Improvements on a Parcel or neighboring property, or the health, safety, or welfare of the residents of such Parcel or adjacent Parcels, or vicinity, the Enforcement Agency may prepare a Notice of Violation and serve a copy upon the owner of the Parcel where the violation exists.
 - i. The Notice of Violation shall note all the following:
 - a. Identify the owner of the Parcel where the violation exists.
 - b. Identify the Parcel by reference to the Assessor's Parcel Number and its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
 - c. State that the Enforcement Agency has identified Combustible Material, as defined in Section 68.402 of this chapter, on the Parcel, and that such material is in violation of Section 68.404 of this chapter.
 - d. Contain an order specifying that the Combustible Material be removed or abated and the date by which such actions must be completed.
 - e. Explain the consequences of failing to comply with the Notice of Violation by the specified date, including:
 - (i) That the Notice of Violation will become a final order.
 - (ii) That the Enforcement Agency may send an additional "Final Notice" informing the property owner and other affected parties that because the violation has not been corrected, the Parcel may be declared a Public Nuisance and subject to abatement pursuant to this chapter, and the Enforcement Agency may seek recovery of its civil, administrative, and abatement costs, to the extent permitted by law.
- (b) **Public Nuisance.** If a Parcel Owner fails to correct a violation after receiving a Notice of Violation pursuant to this chapter, the Enforcement Agency may declare a public nuisance and proceed to abate, in accordance with the Public Nuisance Abatement Procedure contained in Chapter 2 of Division 6 of Title 1 (commencing with Section 16.201) of the San Diego County Code or any other procedure permitted by law.
- (c) Unless otherwise required by law, any notices or orders issued pursuant to this chapter shall be served by one or more of the following methods:



- i. Personal service, by delivery to the party or attorney on whom the service is required to be made.
 - ii. Service by first class or certified mail. Such service shall be deemed effective two (2) days after the date of mailing. The owner of a Parcel may be served by first class or certified mail at the address appearing on the last equalized assessment roll, or, if the records of the County Assessor/Recorder/County Clerk show that ownership has changed since the last equalized assessment roll was compiled or the Enforcement Agency otherwise has knowledge of a new owner, the notice or order shall be mailed to the new owner.
 - iii. Service by Posting. If service cannot with diligent effort be accomplished by personal delivery or by mail, then notice may be given by posting copies of the notice or order along the Parcel not more than one hundred (100) feet apart, but in no event shall fewer than one (1) sign be posted.
 - iv. If the Enforcement Agency serves a notice or order pursuant to this chapter in the manner and within the time limits required by this section, then the failure of any person to receive actual notice of any proceedings shall not affect the validity of any proceedings taken pursuant to this chapter.
- (d) Administrative Citations. Alpine Fire Protection District shall issue an administrative citation as per its AFPD 2023 Fire Ordinance section 112.4.

SECTION VII - REMOVAL OF PROHIBITED MATERIALS

The following are approved methods for the removal of prohibited materials:

- (a) The removal of prohibited materials shall be done using methods such as mowing, cutting, grazing, and trimming that leave the plant root structure intact to stabilize the soil and prevent erosion. Removed trees shall have the stumps cut no higher than eight inches above the ground. The height of weeds and annual grasses shall not exceed a height of six inches. Any chipping of trees or vegetation that is done onsite may be allowed to remain so long it is dispersed over an area not to exceed six inches in depth. If the Enforcement Agency determines that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with this section undesirable or impractical, enforcement thereof may be suspended, and reasonable alternative measures shall be provided.
- (b) Areas where prohibited materials are removed may be re-planted with single specimens of trees, fire-resistant ornamental shrubbery, and other fire-resistant planting materials or cultivated ground covers that do not form a means of rapidly transmitting fire from native or landscape plants to any Improvement or other vegetation, to the Enforcement Agency's satisfaction. Re-planting may be required for erosion control.
- (c) The removal of prohibited materials shall be carried out in conformance with all federal, state and local environmental laws and regulations including, but not limited to, the Endangered Species Act and the San Diego County regulations regarding grading, clearing and watercourses found in Division 7 of Title 8 of the San Diego County Code.

ARTICLE VI - LIENS, ADMINISTRATIVE CITATIONS AND COST RECOVERY



SECTION I - COST OF ABATEMENT AND REMOVAL

- (a) Costs for abatement shall include any and all administrative costs including, but not limited to, cost of mailing, Fire District's personnel time, computer retrieval, plus contractors' abatement costs in accordance with Section 104.13 of AFPD 2023 Fire Ordinance.

SECTION II - GOVERNMENT CODE PROVISIONS ADOPTED AND COLLECTION ASSESSMENTS

- (a) The provisions of the Government Code Sections 39580 through 39586 and Section 14912 of the Health and Safety Code of the State of California incorporated by reference and are made a part of this Ordinance. The County Auditor shall enter each assessment in the County Tax Roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary, municipal taxes, and if delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale as provided for ordinary municipal taxes.
- (b) The Alpine Fire Protection District may force abate the problem on behalf of the landowner. Upon said forced abatement, the District may assess all related costs for cost recovery. Upon completion of the work, the District may lien the property as described in the prior paragraph or assign their interest to a private corporation as payment for the work provided.
- (c) The assignee of said claim shall be authorized to sue for collection of money due. Upon collection on said lawsuit the Alpine Fire Protection District shall receive the first monies up to what is owed to the District for services performed; after the Fire District has been satisfied, the collection facility shall be paid for their work and then the assignees shall be paid.

SECTION III - VIOLATION

- (a) The owner, occupant or agent of any lot or premise within the Alpine Fire Protection District who shall permit or allow the unlawful continuance of a fire hazard and/or public nuisance as defined in Section II. of this Ordinance upon a parcel or premises owned, occupied or controlled by him/her, or who shall violate any of the provisions of this Ordinance, shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to an Administrative Citation of not more than one thousand dollars (\$1000.00) or imprisonment for a period not exceeding six (6) months, or both such fine and imprisonment as per AFPD 2023 Fire Ordinance.

ARTICLE VII - VALIDITY

SECTION I - DECLARED VALID

- (a) The Board of Directors hereby declares that should any section, paragraph, sentence or word of this Ordinance or the Codes or Ordinances referenced herein be declared for any reason to be invalid, it is the intent of this Board that it would have adopted all other portions of this Ordinance independent of the eliminations from any such portion as may be declared invalid.



ARTICLE VIII – RECITALS

SECTION I - RECITALS

- (a) That Ordinance 16-01, to the extent that the latter is or was effective, of the Alpine Fire Protection District and all other ordinances or parts of ordinances in conflict herewith is hereby repealed.

ARTICLE IX – PUBLISHED

SECTION I - PUBLISHING

- (a) That the Clerk of the Board of Directors is hereby ordered and directed to cause this ordinance to be published. First read at a regular meeting of the Board of Directors of the Alpine Fire Protection District of the County of San Diego, California, held on the 16th day of May 2023. A second reading and finally adopted and ordered published in the manner required by law on 20th day of June 2023 at the hearing and meeting by the following roll call vote:

SECTION II - EFFECTIVE

- (a) That this ordinance and the rules, regulations, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect 30 days from and after the date of its final passage and adoption.



SIGNATURE PAGE:

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Alpine Fire Protection District, County of San Diego, State of California, on by the following vote:

AYES: (0)
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)

President of the Board

Secretary

Alpine Fire Protection District

I hereby certify that the above and foregoing is a full and true copy of Ordinance 2023-02 of the Ordinances of the Alpine Fire Protection District, as adopted by the Alpine Fire Protection District Board of Directors at a Regular Meeting held on

Clerk of the Board

Date

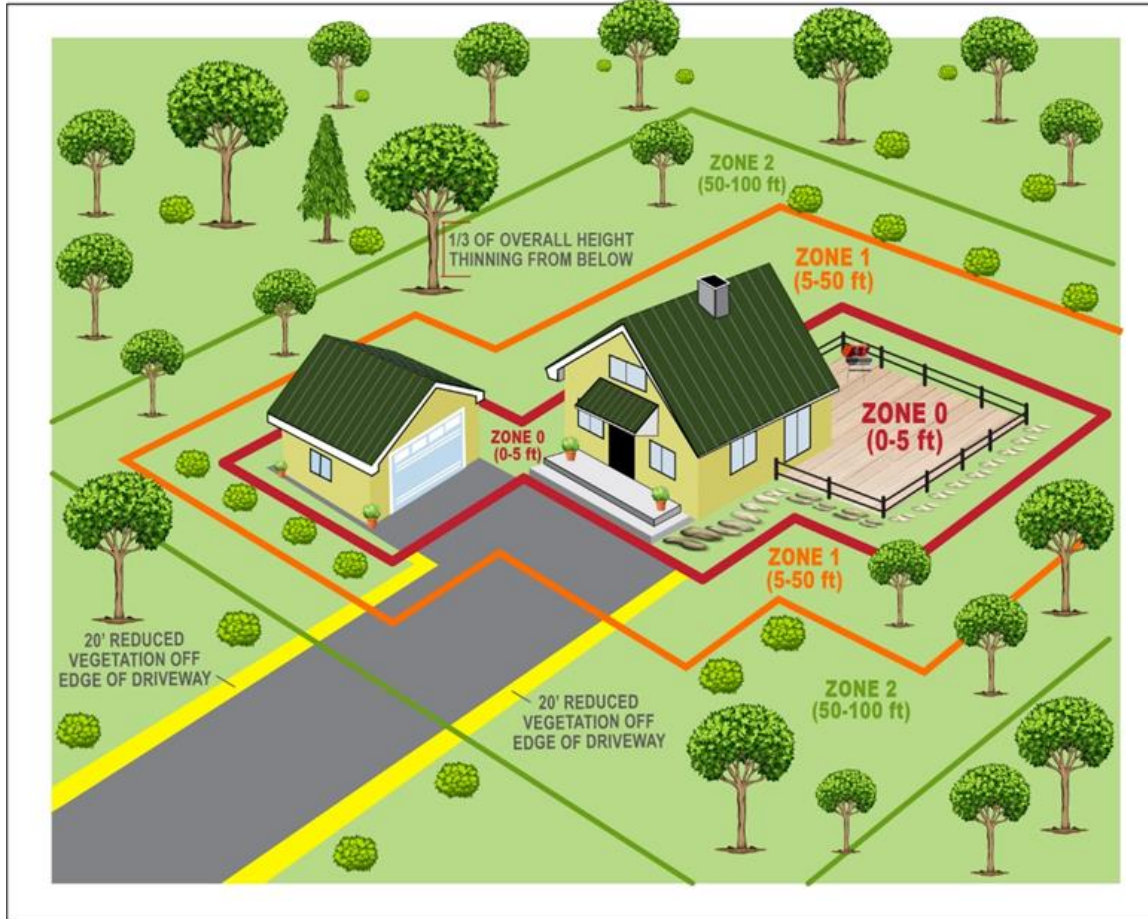


TABLE TO DESCRIBE 3 ZONES AND METHOD FOR COMPLIANCE

Zone	Feet from Improvement	Vegetation Types	Vegetation Density	Trees	Plant/Limbing	Firewood
0	0' - 5'	NONE	NONE	Prohibited	Not applicable	Prohibited
1	5' - 50'	6” – 18” in height lowest closer to the home extending out to Zone 2. Low resin content and on approved plant list. See below for link.	Moderate	Min. 10' horizontal distance between tree crowns*, or any between tree crowns and chimneys, stovepipes, or Improvements.	For vegetation greater than 18' tall, branches must be limbed and maintained up to 6'. For vegetation shorter than 18' tall, branches must be limbed and maintained to 1/3 of the height of the vegetation.	Min. 50' from all improvements; min 10' from property lines; stacking under tree canopies prohibited. Exposed wood piles must have a minimum of ten (10) feet of clearance in all directions.
2	50' - 100'	Natural vegetation allowed.	No more than 50% of square footage	See Zone 2 definitions	See Zone 2 definitions	See Zone 2 definitions




ILLUSTRATION OF 3 ZONES SURROUNDING IMPROVEMENTS



DEFENSIBLE SPACE


Creating effective defensible space involves developing a series of Zones in which different preventative techniques are used. Create and maintain defensible space around each building on your property, including detached garages, storage buildings, barns and other structures...



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WILDFIRE RATED VENTS

Use vents with a minimum 1/2" mesh screen and a minimum 1/4" gap between the screen and the vent.



***HARDEN YOUR HOME**
Replace / Retro-Fit your existing attic vents
Dormer, Gable, Soffit
Underfloor.

★Maintain roof and gutters of leaf litter. Clean rain gutters as needed. Install gutter guards to prevent the accumulation of litter.

0'-5' from home. No combustibles. Gravel, concrete, pavers surrounding perimeter of structure.

5'-50' from home. Low ground covers, shrubs, plant vegetation that will not exceed 18" in height. Drought tolerant.

50' - 100' separation tree crowns 10' orrigate, limb up all trees off ground 6'. Remove dead limbs and thin. Clean ground cover dead leaves pine needles. Selective clearing, keep oaks, manzanita and native species.

Zone 0 - Is the Non-Combustible Zone - Remove, Reduce and Replace. Remove ALL combustible materials in this zone. Reduce the potential for direct flame impingement against structure and Replace with non-combustible materials.

AGENDA ITEM 6.4

HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

JPA MEMBERS BEING SERVED:

ALPINE FIRE PROTECTION DISTRICT
BONITA FIRE PROTECTION DISTRICT
EL CAJON FIRE DEPARTMENT
LA MESA FIRE DEPARTMENT
LAKESIDE FIRE PROTECTION DISTRICT
LEMON GROVE FIRE DEPARTMENT
SAN MIGUEL FIRE PROTECTION DISTRICT
SANTEE FIRE DEPARTMENT
VIEJAS FIRE DEPARTMENT



ALSO SERVING:

BARONA FIRE PROTECTION DISTRICT
SYCUAN FIRE DEPARTMENT

HCFA EXECUTIVE DIRECTOR JEFF LOGAN

Heartland Communications
Facility Authority
100 E Lexington Avenue
El Cajon, CA. 92020

June 6, 2023

Bill Paskle
HCFA Commissioner
Alpine Fire Protection District
1364 Tavern Road
Alpine, CA. 91901

Reference: Formal request to accept proposed updates to the HCFA JPA Amended and Restated Agreement at the next Alpine FPD board meeting

Commissioner Paskle,

HCFA respectfully request, per the direction given at the HCFA Commission Meeting held Thursday, May 25, 2023, that your agency add to the next Alpine FPD Board meeting an agenda item for recommendation to accept the proposed updates to our JPA Agreement as listed below.

Recommended JPA Agreement Changes

Page 1:

- Opening statement: dates, added San Miguel and Viejas
- Section 1: effective date, "as amended from time..."

Page 4:

- Section 3 (G)(1): meeting dates and budget adoption for fiscal year
- Section 3 (G)(2): "The Board shall consider..."
- Section 3 (G)(3): "which shall be held..."

Page 5:

- Section 3 (G)(5): "of the Commission, the Board..."

Page 6:

- Section 3 (H)(3a): "work with Director to prepare proposed..."

Page 13:

- Section 8: date changes to extend through June 30, 2023 to match the current term dates in our HCFA Lease Agreement.

To date, both HCFA Board of Chiefs and HCFA Management Advisory Committee (MAC) have approved the requested changes to our agreement. Per the agreement; amendments can only be made per Section 11. Amendment to Agreement (page 14).

Section 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

I have included a copy of the JPA Agreement (Exhibit A) in its entirety (with tracked changes in red) for presentation to your board.

If your board adopts and properly executes approval, I have included a JPA Agreement Signatory Page (Exhibit B) to signed by your agency's approving official to be returned to Heartland before June 30, 2023, if possible. If you are not able to make this date, please let me know what your agency's time frame will be to complete this process or if the recommendation has not passed.

Respectfully,



Valerie Nellis
Heartland Communications
Administrative Coordinator
vnellis@heartlandfire.net
619-441-1623

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT FOR
“HEARTLAND COMMUNICATIONS FACILITY AUTHORITY”**

A Joint Exercise of Powers Agreement was originally made and entered into on the 25th day of June, 1986, (“Original Agreement”) amended at various times including on the 1st day of July, 2013, on the first day of January 2017, and most recently amended and restated on January 1, August 1, 2023 by and among the ALPINE FIRE PROTECTION DISTRICT, BONITA-SUNNYSIDE FIRE PROTECTION DISTRICT, CITY OF EL CAJON, CITY OF LA MESA, LAKESIDE FIRE PROTECTION DISTRICT, CITY OF LEMON GROVE, CITY OF SANTEE, SAN MIGUEL FIRE PROTECTION DISTRICT, and the VIEJAS BAND OF KUMEYAAY INDIANS. (collectively the “Member Agencies” and individually “Member Agency”), all of which are organized and existing under and by virtue of the laws of the State of California.

WITNESSETH:

WHEREAS, the Member Agencies desire to amend and restate the Original Agreement by this agreement (“Agreement”); and

WHEREAS, the Member Agencies are each empowered by law to acquire sites, construct, equip, staff, maintain, operate, and lease public buildings related facilities for the purpose of communications; and

WHEREAS, the Member Agencies desire to provide fire communication and related services, and equip, staff, and operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Member Agencies desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Member Agencies are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, Sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California;

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

SECTION 1. Restatement and Purpose.

Except as otherwise provided in the Agreement, effective as of January 1, 2017 August 1, 2023 (“Effective Date”), this Agreement amends, restates, and supersedes in its entirety the Original Agreement, as amended from time to time prior to the adoption of this Agreement.

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the “act,” to permit the joint exercise of certain powers common to the Member Agencies. The purpose of this Agreement is to enable the Member Agencies to exercise these powers jointly by equipping, maintaining, operating and staffing a facility and providing emergency call receiving and dispatching services to the Member Agencies. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. This Agreement is not intended to impair obligations of the Member Agencies arising under the Original Agreement which exist as of the Effective date of this Agreement. All pre-existing obligations, rights, and privileges of the Member Agencies shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 2. Term.

This Agreement shall become effective as of the Effective Date hereof and shall continue indefinitely in full force and effect as long as the number of Member Agencies is not reduced below two (2), or until such time as the Member Agencies agree to amend, withdraw from, or terminate the Agreement, in the manner set forth in Section 8. In the event that the Member Agencies vote to merge or consolidate the Authority with another joint powers agency, and the Authority is not the surviving joint powers agency, this Agreement will terminate upon culmination of such merger or consolidation.

Section 3. Authority.

A. Creation of Authority

Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Member Agencies, to be know as the “Heartland Communications Facility Authority” (“Authority”). The Debt and Long-Term Liabilities and Obligations of the Authority as defined in Sections 5(C)(5) and 5(C)(6) of this Agreement shall constitute the debt and Long Term Liabilities and Obligations of the Member Agencies on a pro rata basis as set forth in Sections 5(C)(3) and 5(C)(4).

B. Commission.

The Authority shall be governed by a Commission, which shall be called the “Heartland Communications Facility Commission” (“Commission”) and which shall exercise the powers set forth in Section 4(8) of this Agreement. Each Member Agency shall have one seat on the Commission and may appoint one Primary Commissioner to fill that seat and on Alternate Commissioner to fill that seat in the absence of the Primary Commissioner. Such appointments shall be made from

members of the governing body of the Member Agency in accordance with the Member Agency's policies and procedures. A Commissioner shall serve at the pleasure of the appointing Member Agency, except such appointee shall cease to be a Commissioner if he or she ceases to be a member of the governing body of the appointing Member Agency, or if the appointing Member Agency ceases to be a party of this Agreement. Each appointing member Agency shall notify the Secretary of their respective appointments. The Secretary shall notify each Member Agency of the appointments of the other parties.

C. Board of Chiefs

Pursuant to Section 6508 of the Act, there is hereby created an administrative body, immediately subordinate to the Commission, to be known as the "Board of Chiefs" ("Board"), whose members are hereinafter referred to as "Chiefs", and which shall exercise the powers set forth in Section 4(C) of this Agreement. Each member Agency shall have one primary Chief on the Board and one alternate Chief to fill that seat in the absence of the primary Chief. A Chief who represents more than one Member Agency shall have one vote for each agency he or she represents. A Chief, or his or her designee, shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a Chief if he or she ceases to be the Fire Chief of the designee of the Fire Chief for the Member Agency, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective Chiefs, as applicable.

D. Management Advisory Committee

A Management Advisory Committee ("MAC") shall be made up of the City Managers of each of the member cities, and the Fire Chiefs of the other member agencies. A MAC representative shall serve at the pleasure of the Member Agency of which he or she is a representative, except he or she shall cease to be a MAC representative if he or she ceases to be the City Manager of the member city or Fire Chief of the member district, or if such Member Agency ceases to be a party to this Agreement. Each of the Member Agencies shall notify the Secretary of the names of its respective MAC representatives, as applicable.

E. Administration

The Authority may employ a Director ("Director"). The Director shall be authorized to act on behalf of the commission in all matters relating to the day to day operations of the Authority, implementation of the approved budget, and the direction of the personnel of the Authority under the general direction of the Board. The Director shall advise the Board and the Commission as requested in connection with any business relating to the Authority. The Director shall be hired by, report to, and serve at the pleasure of the Board, with the ratification of the Commission.

F. Attorney of the Authority

The Attorney of the Authority shall be selected by the Commission and serve at the will of the Commission. The Attorney shall advise the Commission, the Board, and the HCFA Director as requested in connection with any business relating to the Authority. The Commission may, as determined necessary, employ other counsel to represent and advise the Board and the Commission on business and/or other litigation.

G. Meetings of the Commission, the Board, and the MAC

(1) Regular and Special Meetings of the Commission

The Commission shall provide for its regular meetings; however, it shall hold at least one regular meeting ~~immediately~~ prior to each ~~April 30~~ June 1, at which meeting the Commission shall consider ~~and adopt~~ the ~~preliminary-proposed~~ budget for the ensuing fiscal year for the Authority, with final adoption of the budget to occur on or before by July 31st, June 30th. ~~for the ensuing fiscal year.~~ The Commission shall provide for such further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested by any Commissioner. The date, hour, and location at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each of the Member Agencies.

(2) Regular and Special Meetings of the Board

The Board shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Board may provide for further special meetings as may be needed, depending upon the urgency of business, or as may reasonably be requested of the Chair of the Board by a majority of the Chiefs. The Board shall consider the proposed budget for the next fiscal year at either a regular or special meeting scheduled at the Board's discretion, provided that the proposed budget shall be reviewed and forwarded to the Commission with the Board's recommendations no later than May 15. The date, hour, and location at which regular meetings shall be held shall be fixed by resolution and a copy of the resolution shall be filled with each of the Member Agencies.

(3) Meetings of the MAC

The MAC shall meet occasionally and as necessary but at least twice per year to review the proposed budget, financial performance, capital improvement program, financial reserves, and to provide advisement regarding operations and business matters to the Commission. One meeting shall be prior to budget adoption, which shall be held as promptly and reasonably as possible after receipt by the MAC of the proposed budget so that the MAC's comments regarding the budget can be forwarded to the Director no

later than April 30, and a second meeting shall be a mid-year review. The role of the MAC shall be advisory only to the Commission. Meetings may be convened with reasonable notice to MAC members at the request of the MAC, Commission, Board, or Director at a reasonable, date, and location. The MAC shall have no officers and because of the role of the MAC shall be to provide review and advisement, no quorum shall be necessary for the MAC to conduct a meeting. A good faith effort will be made to contact all MAC members and to attain a majority of members to attend any scheduled meeting.

(4) Ralph M. Brown Act

The Commission and the Board shall adopt rules for conduction their meetings and other business. All meetings of the Commission, the Board, and the MAC, including without limitation regular, adjourned regular, and the special meetings, shall be called, notified, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(5) Minutes

The Secretary shall cause minutes of regular, adjourned regular, and special meetings of the Commission, the Board, and the MAC to be kept, and shall, as soon as reasonably practicable after each meeting, provide a copy of the minutes to each Commissioner and each Chief, respectively, and to each of the Member Agencies.

(6) Quorum

A majority of the Commission or Board shall constitute a quorum for the transaction of business by that body. A lesser number of each body may adjourn for the lack of a quorum. No action shall be taken by either the Commission or the Board without an affirmative vote of approval by Commissioners or Board representing a simple majority of the total number of Member Agencies; provided, however, that voting on an action involved a CalPERS financial issue shall be by weighted voting as set forth in Section 5(C)(5) below.

H. Officers and Respective Duties

(1) Chair and Vice Chair of the Commission

The Commission shall elect a Chair and Vice Chair at its first regular meeting, and thereafter, at the first regular meeting held in each succeeding calendar year, the Commission shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice Chair so elected ceases to be a Commissioner, the resulting vacancy shall be filled at the first meeting of the Commission held after such vacancy occurs. In the absence or inability

of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside and conduct all meetings of the Commission.

(2) Secretary to the Commission

The Director and/or designee shall be the Secretary to the Commission. The Secretary will keep minutes and will prepare an agenda for each meeting of the Commission and the Board. The Secretary will solicit agenda items for regular meetings at least fifteen working days in advance, and will distribute the agenda and supporting documentation in accordance with the provisions of the Ralph M. Brown Act. The Secretary will meet jointly with the Chair of the Board of Chiefs and Chair of the Commission at least ten working days in advance to develop the agenda. Agenda items will be supported by appropriate documentation and explanation. The Secretary will deliver the agenda and supporting documentation to each Commissioner, each officer of the Authority, and the Chair of the Board at least five working days prior to the scheduled meeting.

(3) Treasurer/Controller of the Authority

The Treasurer/Controller shall be appointed by the Commission, attend the meetings of the Commission, and advise the Commission in connection with any accounting, budgetary, monetary, or other financial matters relating to the Authority. The duties and responsibilities of the Treasurer/Controller include, but are not limited to, those set forth in Government Code Sections 6505, 6505.5, and 6509.5, and shall include the following:

(a) Establish, with the Commission's approval, the annual budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the communication program; work with Director to prepare proposed budget for the coming fiscal year.

(b) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;

(c) Enforce strict compliance with the approved annual budget and approve only the expenditures authorized therein;

(d) Ensure that all available cash is at all times invested in a cash management program and investment portfolio pertaining thereto in accordance with the provisions of California Government Code Section 53600 et seq. He or she will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;

(e) Furnish quarterly revenue, expenditure, and funds status reports to the Chair of the Commission; coordinate an annual audit of the basic financial statements in accordance with generally accepted governmental auditing standards; and facilitate an annual agreed upon procedures review of the debts, liabilities, and obligations of the Authority according to each Member Agency's pro rata share of call volumes;

(f) Maintain an inventory of all property of the Authority with the power to designate the authority Director as the custodian of such property;

(g) With advice from the Commission, obtain and maintain liability and casualty insurance for the Authority and for the property of the Authority, respectively; and

(h) Make all books and records of the Authority in his or her possession open to inspection at all reasonable times by representatives of the Member Agencies.

(4) Chair and Vice Chair of the Board

The Board shall elect a Chair and Vice Chair at its first regular meeting of each calendar year. In the event that the Chair or Vice Chair so elected ceases to be a Chief, the resulting vacancy shall be filled at the first meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

(5) Secretary of the Board

The Director or such person designated by the Director shall be the Secretary of the Board. The Secretary will keep minutes and will prepare an agenda for each meeting of the Board.

Section 4. Powers and Duties.

A. Authority.

The authority shall have the powers common to the Member Agencies set forth in recitals of this Agreement, to wit: the power to acquire sites and construct, equip, staff, maintain, operate, and lease public buildings, and related facilities for the purpose of communications.

The Authority is hereby authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain and operate any buildings, works or improvements;
- (4) To acquire, hold, or dispose of property within the County of San Diego;
- (5) To incur Debt and Long-Term Liabilities and Obligation as defined in Sections 5(C)(5) and 5(C)(6);
- (6) To receive gifts, contributions and donations of property and funds, services, and other forms of financial assistance, from persons, firms and corporations, and any government entity;
- (7) To rent or lease communications services to public or non-public agencies; and
- (8) To sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act, and except as expressly set forth herein, are subject only to such restrictions as are imposed upon the City of El Cajon in the exercise of similar powers, pursuant to the Government Code Section 6509. The Debt and Long-Term liabilities and Obligations of the Authority shall also be the Debt and Long-Term Liabilities and Obligations of each of the Member Agencies on a pro rata basis according to each Member Agency's respective percentage of call volumes.

The Authority shall exercise aforesaid powers as needed to implement the purpose of this Agreement. Pursuant to Section 6504 of the Act, the Authority is empowered, and by this Agreement required, to assess the Member Agencies to finance the entire operation of the Authority in the manner set forth in this Agreement. The Authority may contract indebtedness for capital items only in the manner otherwise permitted by law. However, long-term financing shall be limited to the projected life term of the equipment or facility being financed, or a ten-year period, whichever is less.

B. Commission

The Commission, as a governing body of the Authority, shall formulate and set policy, including budget and purchasing policies, and shall exercise the powers set forth in Section 4(A) of this Agreement to accomplish its purpose. While the Commission retains full control and is responsible for the affairs of the Authority, it shall rely upon the Board for the actual program development, implementation, and operation. The normal

vehicle by and through which this shall be accomplished is the annual budget in the manner set forth in this agreement.

C. Board

The Board is the administrative arm of the Commission and is authorized to act on behalf of the Commission as necessary for the ordinary conduct of business. The Board is responsible to the Commission for development of consolidated regional public safety services communications program, and for the leasing of facilities, acquisition of equipment, personnel staffing, and full-time maintenance and operation of the communications program.

The Board shall exercise its authority and responsibilities by and through its Chair, whose appointment is set forth in Section 3(H)(4) of this Agreement.

Sections 5. Fiscal Year, Financing and Annual Budget.

A. Fiscal Year

The Authority's fiscal year shall be the twelve-month period commencing each July 1.

The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit.

B. Budget Reserve

The Member Agencies shall pay for the entire operation of the Authority, using the annual expenditure budget to determine the total amount of assessment required. Each annual budget shall include a minimum reserve for Contingency equal to ten percent (10%) of otherwise budgeted and approved expenditures ("Reserve"). Money may be expended from this Reserve only with the express approval of the Commission. Any unexpected balance of the Reserve shall roll over as the beginning balance of the subsequent fiscal year. The total assessment against the Member Agencies may be reduced by expected revenue from executed contracts for dispatch services to public and non-public agencies and by unexpected or unobligated monies available at the end of the fiscal year prior to the year for which the budget is applicable.

C. Assessments, Budget

The Commission, in adopting an annual budget, thereby fixes the assessment against the Member Agencies and Contract Agencies, which is binding thereon, except as otherwise set forth in this Agreement regarding default or withdrawal. The amount of assessment against an individual Member Agency shall be determined, and specified in the budget, in accordance with criteria set forth in a budget policy established by Resolution.

The budget policy shall include, but need not be limited to, the following:

(1) Assessment

Assessments shall be determined for both Member and Contract Agencies based on adopted assessment rate(s) and estimated call volume from the previous calendar year. Assessment rates shall be set by action of the Commission no less than six months in advance of the effective date, notwithstanding exceptional events as determined by the Commission. Rates shall be set on a per-call basis to address the agency's long-term operating and capital needs in a way to maximize rate stability.

(2) Payment of Assessment

Upon adoption of the fiscal year budget by the Commission, and the forwarding thereof to the governing bodies of the Member agencies by the Secretary, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35%	of total assessment
October 15:	25%	of total assessment
January 15:	25%	of total assessment
April 15:	15%	of total assessment

The Commission may set a different payment schedule to accommodate the purchase of capital items, if sufficient monies would not otherwise be on hand to pay for such purchases.

A five percent (5%) late charge shall be imposed upon assessment payments not received by the Authority within forty-five (45) calendar days following mailing of a notice of assessments. An additional five percent (5%) shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment including late charges, if any, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Member Agency shall be in default and subject to termination as a member of the Authority as provided under Section 8 of this Agreement. Upon termination of a Member agency in default, all outstanding obligations or assessments under this Section shall become immediately due and payable. Upon withdrawal by or termination of a Member Agency, payment of Debt incurred under this section shall be governed by Section 8 of this Agreement.

(3) Operation and Maintenance Expenses

The costs of operating and maintaining a communications facility and the communications and computer equipment housed therein shall include, but are not limited

to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair equipment due to normal wear and tear from ordinary usage.

(4) Capital Expenditures

Capital expenditures shall include the cost of original purchase of communications and computer equipment, hardware and other fixed asset type items, typically having a useful life of more than two years, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Assessment of Member Agencies for capital expenditures shall be in accordance with the formula for operating expenses set forth in subdivision (1), above. Capital expenditures incurred for and unique to a minority of the Member Agencies shall be equally shared by such minority. The Commission may set up special cost allocation for these purchases, but all members funding the purchase must approve of the allocation.

(5) Long Term Liabilities and Obligations

“Long Term Liabilities and Obligations” shall be defined as obligation incurred through the conduct of business payable more than one year into the future, and therefore not within the current fiscal year and the annual budget, and may include any unfunded or under-funded or termination funding of employee benefit related expenses, including but not limited to compensated employee absences, OPEB Health cost, CalPERS Risk Pool Unfunded Liability, and the CalPERS New Unfunded Termination Liability may not be capable of precise calculation at the time a Member Agency withdraws or is terminated by the Commission. Nevertheless, each Member Agency agrees that upon withdrawal or termination it shall be liable to the Authority for a period of 5 years from the date of its withdrawal or termination for payment of its pro rata share of such Net Unfunded Termination Liability as and when such liability becomes due and payable.

(6) Debt and Debt Financing

“Debt” shall be defined as an obligation incurred by the use of borrowed monies to be repaid in the future to purchase facilities, equipment or to pay for operational obligations. On behalf of the Authority, the Commission may approve purchase of items or improvements using debt financing.

(7) Weighted Vote System

Except as expressly provided for herein, the Commissioner and Board representative for each Member Agency shall have one vote of equal value when a vote by the Commission or the Board is taken. A Chief who represents more than one Member agency shall have one vote for each agency he or she represents. However, the "Weighted Vote System" shall be used by the Commission or the Board when voting upon any CalPERS *financial* issue of the Authority. Each Member Agency will not have the same amount of influence over the outcome of these specific matters.

When the Commission or Board takes a vote upon a CalPERS financial issue, the Commissioner or Board representative for each Member Agency shall have a weighted vote equal to the total number of Member Agencies times a fraction, the numerator of which the total incident call volume attributable to the Member Agency represented by the Commissioner or board representative during the prior calendar year, and the denominator of which shall be the Authority's total incident call volume or the same time period. This allocation is likely to result in a Commissioner or Board representative having a fractional vote, e.g., one Commissioner or Board representative may have 1.25 votes, while another may have 0.75 votes.

D. Budget Administration

The Board has the authority to fully implement the approved budget. The Director, with the approval of the Board, may recommend expenditures and budgetary transfers or adjustments. However, neither the Director nor the Board may authorize personnel staffing in excess of that authorized in the budget in number, position classification, or salary. In addition, neither the Director nor the Board may after the capital budget, utilize the Reserve for contingency, or increase the total amount of the approved expenditure budget without Commission approval.

Section 6. Personnel.

A. The Authority may employ a Director and any other individuals deemed necessary to staff the communications program. The positions must be authorized and funded in the Authority's annual budget.

B. The Director, with oversight of the Board, is authorized to act on behalf of the Board in all matters of personnel administration given the positions and funding authorized by the Commission in the Authority's budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary matters, and terminations.

C. The Board, subject to approval by the Commission, may employ the director and communications dispatchers, to be known as "Fire Communications Dispatchers," and

individuals to fill any other positions deemed necessary. The positions must be authorized and funded in the Authority's annual budget.

Section 7. Dispatch Service to Other Agencies.

The Authority may provide dispatch service to public agencies and non-public agencies not a party to this Agreement, but only upon the majority vote of the Commission. Such service shall be contract, executed by the Chair of the Board on behalf of the Authority. The Commission shall establish by the contract, the amount of charge for the service.

Sections 8. Withdrawal; Termination.

Each Member Agency shall remain a party to this Agreement, and share in the costs of operation of the communications center until June 30, ~~2023~~2031, and continuing thereafter until this Agreement is terminated or until the Member Agency ceases to be a party to this Agreement. If, in the interim, any Member Agency defaults on payment of any assessment as defined in Section 5(C)(5) and 5(C)(6), or otherwise breaches this Agreement such Member Agency shall be subject to termination as a member of the Authority by vote of the Commission. The terminated Member Agency remains liable for the defaulted payment and late charges for the balance of the year's assessment and, in the event of termination prior to June 30, ~~2023~~2031, for assessments for years through June 30, ~~2023~~2031. Such subsequent assessments will be determined as if the terminated Member Agency is still a member of the Authority using the Member Agency's call volume for the preceding complete fiscal year in which it was a member, the assessment will be due and payable in full on July 30 of the fiscal year for which levied. Such terminated Member Agency shall also be liable for its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections 5(C)(5) and 5(C)(6).

After June 30, ~~2023~~2031, any Member Agency defaulting on payment shall be subject to termination by a vote of the Commission and shall be liable for any defaulted payments, late charges, and its pro rata share of Debt and Long Term Liabilities and Obligations as defined in Sections (C)(5) and 5(C)(6).

A Member Agency may withdraw as a part to this Agreement without penalty commencing on June 30, ~~2023~~2031, or on any June 30 thereafter, with one hundred eighty (180) days' prior notice to the Authority. Such withdrawing Member Agency shall perform all obligations under this Agreement until the noticed June 30 date of withdrawal.

Notwithstanding the above, any Member Agency which withdraws shall be obligated to pay to the Authority a sum equal to said Member Agency's assessment for the fiscal year ending on the date of withdrawal. Further, a withdrawing Member Agency shall pay its pro rata share of the remaining balance of such Debt and Long Term Liabilities and Obligations that exists on the date of withdrawal; payment of the full amount shall be made within 30 days of the withdrawal date.

The Authority retains the right to seek legal redress, if necessary, to obtain payment of amounts due. The Authority is entitled to recover costs and attorney's fees related to such legal redress. A terminated member agency or a member Agency that withdraws forfeits any claim to any assets of the Authority.

Section 9. Dissolution.

This Agreement shall terminate and the Authority shall be dissolved if the number of parties to the Agreement becomes less than two, or if parties unanimously agree to terminate this Agreement. In either instance, dissolution shall only be effective upon a June 30th but shall in no event be effective until the requirements of Section 19 are satisfied. Should dissolution occur, all remaining members shall be responsible for winding down costs, including required audits, notwithstanding other provisions in this Agreement.

Section 10. Disposition of Assets.

A. This Agreement may not be terminated and there shall be no disposition of assets made to the parties to the Agreement until the Authority reasonable exhausts all means of collecting any monies due to the Authority. The Commission must formally accept a final accounting prepared by the Treasurer/Controller before any final disposition of net assets may be made and termination of this Agreement consummate.

B. If the cause for termination was reduction of the number of parties to the Agreement to less than two, all net assets of the Authority shall become the property of the sole remaining party to the Agreement.

C. If the cause for termination is mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those parties during the entire term of Agreement.

D. In no event shall assets be transferred to Member Agencies until all Debts, Long Term Liabilities and Obligations are retired.

Section 11. Amendment to Agreement.

This Agreement may only be amended by simple majority vote of all the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board. The Commission shall then forward the proposed amendment with the Board's recommendation to the governing body of each Member Agency. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Member Agency concurs with the amendment. The Secretary shall notify each party of the resultant action.

Section 12. Additional Parties to the Agreement.

Public agencies, as defined in the Act, which are not parties hereto, may become parties hereto only by amendment of this Agreement as provided in Section 11 hereof, and subject to the following terms and conditions, which shall be specified in the amendment:

- A. A provision specifying that, for purposes of the calculation of assessment expense allocation as set forth in Section (C)(1) and 5(C)(2), a minimum of 500 calls shall be attributed to the new Member Agency for a specified number of years.
- B. A buy-in fee to be paid by the new Member Agency in consideration of the existing equity in the Authority's assets.

Upon approval of the amendment by a majority of the Member Agencies as set forth in Section 11, the new Member Agency shall execute the amendment consenting to be bound by all terms of this Agreement as amended and, upon execution of the amendment by a duly authorized representative of the Commission attesting that the requisite vote of the Member Agencies approving the amendment has been obtained, the public agency shall become a member Agency with all rights and privileges and subject to all obligations and liabilities thereof.

Section 13. Severability.

Should any part, term, portion, or provision of this Agreement or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be constructed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 14. Hold Harmless.

Each Member Agency shall defend, indemnify, and save all other individual Member Agencies and the Member Agency and Authority harmless from any and all claims arising out of that individual Member Agency's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors, or omissions of the Commission, Board, Director, or staff, while acting within the scope of their authority under this Agreement, shall be borne by the Authority exclusively. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

Section 15. Successors.

The Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 16. Notice to State.

A notice of the creation of the Authority by this Agreement, and/or any amendments to this Agreement, shall be filed by the Authority with the Secretary of State pursuant to Section 6503.5 of the Act.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

**HCFA Amended and Restated JPA Agreement Updates
Individual Agency Signature Page**

IN WITNESS WHEREOF, the parties have caused the changes to the HCFA JPA Amended and Restated Agreement to be executed by their proper officers thereunto duly authorized.

ALPINE FIRE PROTECTION DISTRICT

Attest:

By: _____

Its: _____

Date:

ALPINE FIRE PROTECTION DISTRICT



FISCAL YEAR 2023-24 PRELIMINARY BUDGET

SERVICE WITH PRIDE





ALPINE FIRE PROTECTION DISTRICT

President Taylor and Members of the Board:

On behalf of the men and women at the Alpine Fire Protection District, I am pleased to present the Fiscal Year 2023-24 Budget for your consideration. The District's primary objective is to provide the highest level of service to the community of Alpine while demonstrating fiscal responsibility and providing adequate reserves. The District's goal is to present and maintain a balanced budget while addressing changes to our operational needs.

This budget has been prepared to provide a realistic financial plan, ensuring the District will continue to deliver exceptional, yet cost-effective fire protection, emergency medical services, and community risk reduction services, while remaining receptive to the community and the current economy. As pension, healthcare, and workers compensation costs continue to rise over time. The District is committed to good financial stewardship through efficient operational and budgetary management processes.

Highlights on the income side of the budget shows an increase of approximately 8% in operating income over FY 2022-23 budgeted amounts. This reflects the strong housing market in Alpine and a Board approved increase in the benefit fee. Due to changes in the Unified Service Area (USA) contracted ambulance services, the District is projecting a decrease of approximately \$134,000 in non-operating income. Non-operating income funds the District's reserve accounts and this decrease in the non-operating income will force the District to find other means to offset the lost revenue.

On the expense side, the budget reflects an overall increase of 4% in operating expenses. This increase is mostly due to negotiated salary increases and increasing workers' compensation costs. Inflationary pressures and supply chain issues continue to stress the operational budget. Included in the budget is the purchase of a Type 1 fire engine and installation of a solar system for Station 17.

In conclusion, I am proud of the collaborative method in which we develop our budget and it truly is a team effort to produce the final product. I would like to thank the Company Officers, program leads, and supporting staff for their continued efforts in the improvement of the budget process and preparation of the annual budget document.

On behalf of the employees of the District, I would also like to thank the Board of Directors for their direction, support, and continued dedication to serving the Alpine community.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Boggeln".

Brian Boggeln
Fire Chief

FISCAL YEAR 2023-24 BUDGET SUMMARY

	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	Budget increase (decrease)
OPERATING INCOME				
4000 - Property Taxes	\$ 3,758,814	\$ 4,104,656	\$ 4,083,500	
4000 - Benefit Assessments	\$ 564,000	\$ 552,454	\$ 601,500	
Miscellaneous Income	\$ 51,000	\$ 291,620	\$ 55,000	
Total Operating Income	\$ 4,373,814	\$ 4,948,730	\$ 4,740,000	\$ 366,186 8%
NON-OPERATING INCOME				
4005 - Other Income	\$ 191,000	\$ 183,875	\$ 46,000	
4002 - Interest Income	\$ 39,600	\$ 62,158	\$ 45,100	
Total Non-Operating Income	\$ 230,600	\$ 246,033	\$ 91,100	\$ (139,500) -60%
TOTAL INCOME	\$ 4,604,414	\$ 5,194,763	\$ 4,831,100	\$ 226,686 5%
OPERATING EXPENSES				
Salaries and Benefits				
5000 - Employee Salaries	\$ 1,783,721	\$ 1,592,884	\$ 2,002,527	
5000 - Employee Overtime	\$ 498,830	\$ 520,512	\$ 459,088	
5002 - Employee Benefits	\$ 1,120,970	\$ 956,948	\$ 1,131,887	
5031 - Director Fees	\$ 8,580	\$ 5,650	\$ 8,580	
Total Salaries and Benefits Costs	\$ 3,412,101	\$ 3,075,994	\$ 3,602,082	\$ 189,981 6%
Services and Supplies				
5007 - Uniforms/PPE	\$ 75,523	\$ 46,659	\$ 60,063	
5008 - Communication	\$ 112,371	\$ 123,034	\$ 126,408	
5009 - PASIS	\$ 229,250	\$ 170,927	\$ 246,900	
5010 - Household	\$ 6,000	\$ 4,271	\$ 7,000	
5011 - FAIRA	\$ 46,011	\$ 49,669	\$ 55,215	
5012 - Maintenance - Equipment	\$ 151,320	\$ 139,579	\$ 140,883	
5013 - Maintenance - Radios	\$ 5,500	\$ 3,162	\$ 5,500	
5014 - Maintenance - Structures	\$ 41,336	\$ 35,812	\$ 37,326	
5015 - Medical Supplies	\$ 11,393	\$ 8,944	\$ 13,430	
5016 - Memberships	\$ 3,601	\$ 1,844	\$ 3,586	
5018 - Office Expenses	\$ 39,438	\$ 40,696	\$ 14,865	
5019 - Professional Fees and Services	\$ 57,400	\$ 53,887	\$ 60,512	
5023 - Training	\$ 47,541	\$ 30,225	\$ 40,400	
5025 - Professional Development	\$ 35,580	\$ 11,161	\$ 46,140	
5028 - Utilities	\$ 64,814	\$ 57,781	\$ 67,840	
5030 - Special District Expense	\$ 135,724	\$ 99,397	\$ 123,313	
5032 - Community Risk Reduction	\$ 12,459	\$ 5,702	\$ 7,850	
5035 - Uncapitalized Equipment	\$ 47,629	\$ 23,519	\$ 43,059	
Total Services and Supplies	\$ 1,122,890	\$ 906,269	\$ 1,100,290	\$ (22,600) -2%
TOTAL OPERATING EXPENDITURES	\$ 4,534,991	\$ 3,982,263	\$ 4,702,372	\$ 167,381 4%
NON-OPERATING EXPENSES				
8000 - Debt Service	\$ 366,498	\$ 366,497	\$ 376,112	
5037 - Capital Expenses	\$ 1,066,000	\$ 148,319	\$ 1,985,195	
5038 - Contingency Fund	\$ 152,244	\$ -	\$ 152,340	
5039 - Emergency Fund	\$ 5,000	\$ -	\$ 5,000	
Total Non-Operating Expenses	\$ 1,432,498	\$ 514,816	\$ 2,518,647	
SUMMARY OF INCOME AND EXPENSES				
	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	
Total Income	\$ 4,604,414	\$ 5,194,763	\$ 4,831,100	
Total Expenses	\$ 5,967,489	\$ 4,497,079	\$ 7,221,019	
Income vs. Expenses	\$ (1,363,075)	\$ 697,684	\$ (2,389,919)	
Interfund Transfers (in)	\$ 1,740,056	\$ -	\$ 2,572,657	
Projected Net Position FYE positive/(negative)	\$ 376,981	\$ 697,684	\$ 182,738	

FISCAL YEAR 2023-24 INCOME

	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	Budget increase (decrease)	
4000 - COUNTY OF SAN DIEGO	\$ 4,364,114	\$ 4,693,561	\$ 4,716,000	\$ 351,886	8%
4000.01 - Property Taxes	\$ 3,778,114	\$ 4,111,737	\$ 4,093,500		
4000.02 - Interest General Fund	\$ 15,000	\$ 25,628	\$ 15,000		
4000.03 - Mitigation Fees <i>(Non-operating)</i>	\$ 25,000	\$ 35,738	\$ 30,000		
4000.04 - Interest Mitigation Fund <i>(Non-operating)</i>	\$ 1,000	\$ 713	\$ 1,000		
4000.05 - Benefit Fee	\$ 564,000	\$ 552,454	\$ 601,500		
4000.06 - 1% Refunds	\$ (19,000)	\$ (32,709)	\$ (25,000)		
4002 - INTEREST INCOME	\$ 39,600	\$ 62,158	\$ 45,100	\$ 5,500	14%
4002.10 - California Bank and Trust	\$ 100	\$ 715	\$ 100		
4002.20 - PASIS <i>(non-operating)</i>	\$ 1,500	\$ 5,029	\$ 3,000		
4002.30 - Investments <i>(non-operating)</i>	\$ 35,000	\$ 41,487	\$ 40,000		
4002.40 - LAIF <i>(non-operating)</i>	\$ 1,000	\$ 11,933	\$ 1,000		
4002.50 - SRPL <i>(non-operating)</i>	\$ 2,000	\$ 2,994	\$ 1,000		
4005 - OTHER INCOME	\$ 216,000	\$ 439,044	\$ 70,000	\$ (146,000)	-68%
4005.01 - Plan Check Fees	\$ 11,000	\$ 30,237	\$ 15,000		
4005.04 - Other	\$ 5,000	\$ 26,316	\$ 5,000		
4005.05 - Donations	\$ -	\$ 7	\$ -		
4005.08 - Ambulance Lease <i>(Non-operating)</i>	\$ 120,000	\$ 90,000	\$ -		
4005.09 - ALS Agreement <i>(Non-operating)</i>	\$ 30,000	\$ 28,950	\$ -		
4005.10 - Training	\$ -	\$ 409	\$ -		
4005.11 - Vehicle Reimbursements <i>(Non-operating)</i>	\$ 15,000	\$ 28,474	\$ 15,000		
4005.13 - Strike Team Personnel Reimb.	\$ 20,000	\$ 183,235	\$ 20,000		
4005.14 - Other Strike Team Reimb.	\$ 15,000	\$ 51,416	\$ 15,000		
TOTAL OPERATING/NON-OPERATING INCOME	\$ 4,619,714	\$ 5,194,763	\$ 4,831,100	\$ 211,386	5%

	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	Budget increase (decrease)
FISCAL YEAR 2023-24 EXPENSES				
5000 - SALARIES	\$ 2,282,551	\$ 2,113,396	\$ 2,461,615	\$ 179,064 8%
5000.01 - Payroll	\$ 1,783,721	\$ 1,592,884	\$ 2,002,527	
5000.02 - Overtime	\$ 498,830	\$ 520,512	\$ 459,088	
5002 - EMPLOYEE BENEFITS	\$ 1,120,970	\$ 956,948	\$ 1,131,887	\$ 10,917 1%
5002.01 - Educational Incentive	\$ 100,576	\$ 93,822	\$ 105,908	
5002.02 - Vacation/Sick Leave Expense	\$ 95,000	\$ 73,614	\$ 30,000	
5002.03 - Medicare (Employer)	\$ 41,545	\$ 32,596	\$ 44,550	
5002.04 - Retirement - PERS	\$ 322,676	\$ 264,423	\$ 390,923	
5002.4d - Retirement - PERS other	\$ -	\$ 1,261	\$ -	
5002.4a - Retirement - UAL Payment	\$ 132,390	\$ 132,355	\$ 125,318	
5002.05 - Group Medical Insurance	\$ 409,455	\$ 343,316	\$ 414,120	
5002.06 - Life Insurance	\$ 6,480	\$ 5,688	\$ 6,820	
5002.07 - LTD Insurance	\$ 6,840	\$ 5,827	\$ 8,490	
5002.08 - SSI (Employer)	\$ 508	\$ 350	\$ 508	
5002.10 - Retirement 401a	\$ 5,000	\$ 3,196	\$ 5,000	
5002.11 - Uniform Allowance	\$ 500	\$ 500	\$ 250	
5007 - UNIFORMS/PPE	\$ 75,523	\$ 46,659	\$ 60,063	\$ (15,460) -20%
5007.01 - Uniforms	\$ 18,831	\$ 13,296	\$ 10,900	
5007.02 - Boots	\$ 4,235	\$ 1,149	\$ 2,620	
5007.03 - Structure PPE	\$ 43,663	\$ 23,103	\$ 43,343	
5007.04 - Wildland PPE	\$ 8,794	\$ 9,111	\$ 3,200	
5008 - COMMUNICATIONS	\$ 112,371	\$ 123,034	\$ 126,408	\$ 14,037 12%
5008.01 - Heartland Communications Facility	\$ 104,931	\$ 116,584	\$ 105,113	
5008.02 - Mobile Communications	\$ 3,400	\$ 627	\$ 8,240	
5008.03 - Mobile Data Terminals	\$ 3,840	\$ 5,823	\$ -	
5008.05 - Emergency Operations Center	\$ 200	\$ -	\$ 200	
5008.07 - Regional Communications System	\$ 8,208	\$ -	\$ 8,208	
5008.08 - Cox Communications	\$ 2,485	\$ -	\$ 4,647	
5009 - PASIS (Workers Comp)	\$ 229,250	\$ 170,927	\$ 246,900	\$ 17,650 8%
5009.01 - Administrative Costs	\$ 104,250	\$ 106,470	\$ 121,900	
5009.02 - Claim Related Expenses	\$ 125,000	\$ 64,457	\$ 125,000	
5010 - HOUSEHOLD	\$ 6,000	\$ 4,271	\$ 7,000	\$ 1,000 17%
5010 - Household	\$ 6,000	\$ 4,271	\$ 7,000	
5011 - FAIRA	\$ 46,011	\$ 49,669	\$ 55,215	\$ 9,204 20%
5011 - Fire Agencies Insurance Risk Authority	\$ 46,011	\$ 49,669	\$ 55,215	
5012 - MAINTENANCE - EQUIPMENT	\$ 151,320	\$ 139,579	\$ 140,883	\$ (10,437) -7%
5012.01 - E17 (2015 KME)	\$ 41,695	\$ 68,683	\$ 28,530	
5012.02 - E217 (2005 KME)	\$ 16,495	\$ 13,323	\$ 19,530	
5012.03 - BR217 (2002 International)	\$ 7,995	\$ -	\$ -	
5012.3b - BR17 (2019 Hi-Tech)	\$ 6,995	\$ 2,055	\$ 9,030	
5012.04 - 2018 F-250	\$ 3,910	\$ 1,523	\$ 3,500	
5012.05 - Rescue Tools	\$ 1,515	\$ 1,007	\$ 1,585	
5012.06 - Hydrant Maintenance	\$ 160	\$ 235	\$ 500	
5012.07 - Station Generator	\$ 2,119	\$ 4,026	\$ 3,680	
5012.08 - SCBA Compressor	\$ 3,100	\$ 1,668	\$ 3,678	
5012.09 - Portable Extinguishers	\$ 314	\$ 335	\$ 870	
5012.10 - Hose & Ladder Testing	\$ 3,605	\$ 3,910	\$ 4,000	
5012.11 - Miscellaneous Equipment	\$ 1,000	\$ 1,000	\$ 1,000	
5012.12 - Fuel	\$ 43,298	\$ 29,540	\$ 41,555	
5012.13 - Foam	\$ 2,000	\$ 1,837	\$ 2,000	
5012.14 - Fire Hose	\$ 4,094	\$ 6,490	\$ 8,000	
5012.16 - Station Air Compressor	\$ 820	\$ 269	\$ 1,420	
5012.19 - Self Contained Breathing Apparatus	\$ 3,555	\$ 1,925	\$ 3,705	
5012.21 - 4701 (2021 Silverado)	\$ 2,800	\$ 837	\$ 4,300	
5012.22 - SQ17 (2023 Silverado)	\$ 4,000	\$ 702	\$ 1,000	
5012.23 - 4705 (2020 Ford Explorer)	\$ 1,850	\$ 214	\$ 3,000	
5013 - MAINTENANCE - RADIOS	\$ 5,500	\$ 3,162	\$ 5,500	\$ - 0%
5013.01 - Maintenance Contract	\$ 3,500	\$ 2,470	\$ 3,500	
5013.02 - Radio Maintenance/Parts	\$ 2,000	\$ 692	\$ 2,000	

	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	Budget increase (decrease)	
5014 - MAINTENANCE - FACILITIES	\$ 41,336	\$ 35,812	\$ 37,326	\$ (4,010)	-10%
5014.01 - Station 17	\$ 16,217	\$ 17,302	\$ 13,900		
5014.02 - HVAC Maintenance	\$ 2,890	\$ 4,938	\$ 2,620		
5014.03 - Apparatus Bay Doors/Gates	\$ 4,900	\$ 525	\$ 4,900		
5014.04 - ST17 Life Safety Systems	\$ 6,764	\$ 6,060	\$ 5,296		
5014.05 - Plymovent	\$ 1,350	\$ -	\$ 1,350		
5014.06 - Gym Equipment	\$ 1,350	\$ 812	\$ 1,350		
5014.07 - Grounds Maintenance	\$ 7,865	\$ 6,175	\$ 7,910		
5015 - EMERGENCY MEDICAL SERVICES	\$ 11,393	\$ 8,944	\$ 13,430	\$ 2,037	18%
5015.01 - EMS Supplies	\$ 3,269	\$ 1,887	\$ 8,500		
5015.04 - EMS Maintenance Contracts	\$ 7,359	\$ 6,309	\$ 4,008		
5015.05 - MCI Trailer	\$ 300	\$ -	\$ -		
5015.07 - Medication Disposal	\$ 465	\$ 748	\$ 922		
5016 - AGENCY MEMBERSHIPS	\$ 3,601	\$ 1,844	\$ 3,586	\$ (15)	0%
5016 - Agency Memberships	\$ 3,601	\$ 1,844	\$ 3,586		
5018 - OFFICE EXPENSE	\$ 39,438	\$ 40,696	\$ 14,865	\$ (24,573)	-62%
5018.01 - Expendable Supplies	\$ 2,900	\$ 2,119	\$ 2,900		
5018.02 - Postage	\$ 900	\$ 410	\$ 900		
5018.03 - IT Equipment	\$ 35,638	\$ 38,167	\$ 11,065		
5019 - PROFESSIONAL SERVICES AND FEES	\$ 57,400	\$ 53,887	\$ 60,512	\$ 3,112	5%
5019.01 - Legal Counsel	\$ 28,400	\$ 27,158	\$ 24,012		
5019.02 - Auditor	\$ 11,000	\$ 11,729	\$ 11,000		
5019.05 - Election	\$ 18,000	\$ 15,000	\$ -		
5019.09 - IT Services	\$ -	\$ -	\$ 25,000		
5019.10 - Investment Management Fees	\$ -	\$ -	\$ 500		
5023 - TRAINING	\$ 47,541	\$ 30,225	\$ 40,400	\$ (7,141)	-15%
5023.01 - Training Incidentals	\$ 2,000	\$ 1,664	\$ 2,000		
5023.02 - EMS Training	\$ 17,680	\$ 11,291	\$ 13,700		
5023.03 - Heartland Training Facility	\$ 14,351	\$ 14,358	\$ 18,200		
5023.04 - Education	\$ 7,500	\$ 2,394	\$ 6,500		
5023.05 - Workshops	\$ 6,010	\$ 518	\$ -		
5025 - PROFESSIONAL DEVELOPMENT	\$ 35,580	\$ 11,161	\$ 46,140	\$ 10,560	30%
5025.01 - Administration	\$ 11,360	\$ 5,976	\$ 9,860		
5025.02 - Chief Officers	\$ 6,000	\$ (109)	\$ 5,000		
5025.03 - Board of Directors	\$ 7,500	\$ 1,240	\$ 3,000		
5025.04 - In-house Training	\$ 4,220	\$ 3,305	\$ 4,220		
5025.05 - Community Risk Reduction	\$ 6,500	\$ 749	\$ 7,800		
5025.06 - Workshops - Operations	\$ -	\$ -	\$ 16,260		
5028 - UTILITIES	\$ 64,814	\$ 57,781	\$ 67,840	\$ 3,026	5%
5028.01 - SDG&E	\$ 48,189	\$ 44,316	\$ 51,216		
5028.02 - Telephone	\$ 2,500	\$ 1,981	\$ 2,500		
5028.03 - Padre Dam	\$ 8,678	\$ 6,014	\$ 7,593		
5028.04 - Trash	\$ 1,412	\$ 1,722	\$ 2,496		
5028.05 - Sewer	\$ 4,035	\$ 3,748	\$ 4,035		
5030 - SPECIAL DISTRICT EXPENSE	\$ 135,724	\$ 99,397	\$ 123,313	\$ (12,411)	-9%
5030.01 - District Operations	\$ 7,800	\$ 8,127	\$ 10,300		
5030.02 - Publishing	\$ 660	\$ 427	\$ 660		
5030.04 - SD County Admin Fees	\$ 48,075	\$ 44,878	\$ 49,985		
5030.04 - Incident Operations	\$ 8,500	\$ 9,642	\$ 4,000		
5030.06 - Wellness	\$ 39,260	\$ 16,068	\$ 32,500		
5030.08 - SD LAFCO	\$ 2,649	\$ 2,648	\$ 3,100		
5030.10 - Web Site	\$ 1,020	\$ 935	\$ 1,020		
5030.11 - Recruitment	\$ 750	\$ 692	\$ 750		
5030.16 - Reimbursable Expenses	\$ -	\$ 176	\$ -		
5030.17 - Software/Licenses	\$ 27,010	\$ 15,804	\$ 20,998		
5031 - DIRECTOR FEES	\$ 8,580	\$ 5,650	\$ 8,580	\$ -	0%
5031 - Director Fees					
5032 - COMMUNITY RISK REDUCTION	\$ 12,459	\$ 5,702	\$ 7,850	\$ (4,609)	-37%
5032.01 - Public Education	\$ 5,974	\$ 1,559	\$ 5,100		
5032.02 - Supplies	\$ 4,685	\$ 3,618	\$ 2,250		
5032.03 - Classes	\$ 1,300	\$ 525	\$ -		
5032.04 - Mapping	\$ 500	\$ -	\$ 500		

	2022/23 Final Budget	2022/23 Actual Through 05/31/23	2023/24 Prelim Budget	Budget increase (decrease)	
5035 - UNCAPITALIZED EQUIPMENT	\$ 47,629	\$ 23,519	\$ 43,059	\$ (4,570)	-10%
5035 - Communications	\$ 10,851	\$ 7,881	\$ 3,000		
5035 - Vehicles	\$ -	\$ -	\$ 1,600		
5035 - Facilities	\$ 12,282	\$ 7,402	\$ 20,280		
5035 - Office	\$ 13,846	\$ 4,393	\$ 6,100		
5035 - Operations	\$ 10,650	\$ 3,843	\$ 12,079		
5037 - CAPITALIZED EXPENSES	\$ 1,066,000	\$ 148,319	\$ 1,985,195	\$ 919,195	86%
5037 - Communications	\$ -	\$ -	\$ 12,882		
5037 - Vehicles	\$ 1,005,000	\$ 119,482	\$ 1,315,000		
5037 - Facilities	\$ 51,000	\$ 20,244	\$ 640,500		
5037 - Office	\$ -	\$ -	\$ 10,000		
5037 - Operations	\$ 10,000	\$ 8,593	\$ 6,813		
5038 - CONTINGENCY FUND	\$ 152,244	\$ -	\$ 152,340	\$ 96	0%
5038 - Contingency Fund	\$ 152,244	\$ -	\$ 152,340		
5039 - EMERGENCY FUND	\$ 5,000	\$ -	\$ 5,000	\$ -	0%
5039 - Emergency Fund	\$ 5,000	\$ -	\$ 5,000		
8000 - DEBT SERVICE FUND	\$ 366,498	\$ 366,497	\$ 376,112	\$ 9,614	3%
8000.10 - POB - Principal	\$ 200,000	\$ 200,000	\$ 210,000		
8000.1b - POB - Interest	\$ 166,498	\$ 166,497	\$ 163,612		
8000.1c - POB - Admin Fees	\$ -	\$ -	\$ 2,500		
TOTAL OPERATING EXPENSES	\$ 4,534,991	\$ 3,982,263	\$ 4,702,372	\$ 167,381	4%
TOTAL NON-OPERATING EXPENSES	\$ 1,432,498	\$ 514,816	\$ 2,518,647	\$ 1,086,149	76%
TOTAL DISTRICT EXPENSES	\$ 5,967,489	\$ 4,497,079	\$ 7,221,019	\$ 1,253,530	21%

FISCAL YEAR 2023-24 GRANT INCOME/EXPENSES

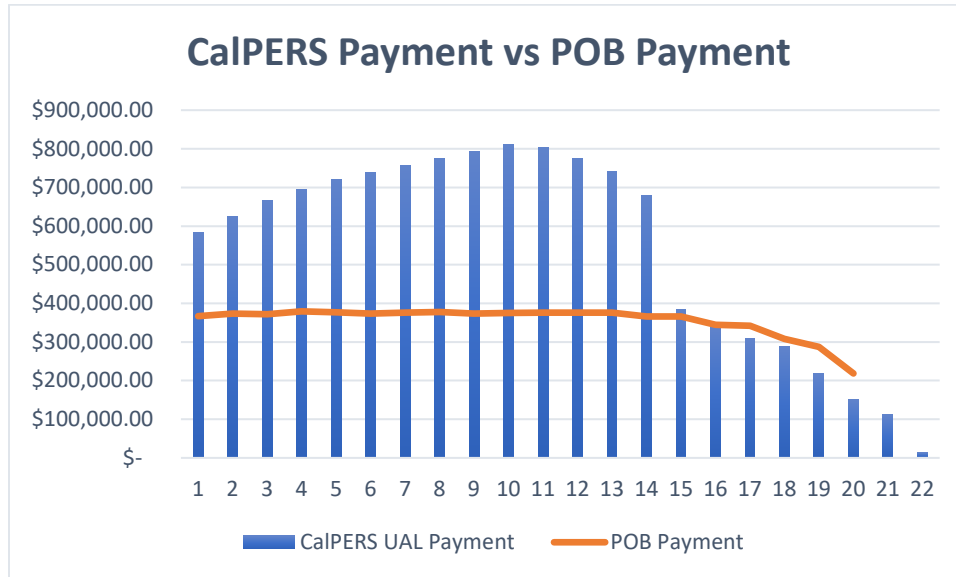
GRANT NAME	INCOME CODE	EXPENSE CODE	AMOUNT
COSD SHGP 2022	4006.04	5003.04	\$ 12,274
COSD SHGP 2023	4006.04	5003.04	\$ 11,724
UASI 2021	4006.04	5003.04	\$ 2,120
UASI 2022	4006.04	5003.04	\$ 6,496
Alpine Fire Foundation	4006.14	5003.14	\$ 6,500
FEMA Hazardous Grant Program	4006.20	5003.20	\$ 135,000
American Rescue Plan Act (ARPA)	4006.19	5003.19	\$ 14,054
San Diego River Conservancy - Vegetation Management	4006.21	5003.21	\$ 400,000
San Diego River Conservancy - Equipment	4006.21	5003.21	\$ 400,000
			<hr/>
			\$ 988,168

FISCAL YEAR 2023-24 INTER-FUND TRANSFERS

Sunrise Powerlink Mitigation Grant			
Fund Name	Description		Amount
5000.02 - Overtime (Critical Weather)		\$	26,753
5007.04 - Wildland PPE		\$	3,200
5013.02 - Radios		\$	2,000
Total			\$ 31,953
PARS Section 115 Trust Account			
Total			\$ -
SD County Mitigation Fund			
Total			\$ -
Economic Stability Fund			
Total			\$ -
Apparatus/Vehicle Replacement			
Fund Name	Description		Amount
5037 - Capital Expense (Vehicle)	Type 1 Engine	\$	1,300,000
5037 - Capital Expense (Vehicle)	Squad 17 Vehicle	\$	15,000
Total			\$ 1,315,000
Equipment Fund			
Fund Name	Description		Amount
5037 - Capital Expense (Communications)	800mhz Radio Mobiles	\$	12,882
5037 - Capital Expense (Operations)	EMS Sim Man	\$	6,813
5037 - Capital Expense (Office)	Copier	\$	10,000
5035 - Uncapitalized Expense (Operations)	Rescue Equipment	\$	7,500
5035 - Uncapitalized Expense (Operations)	Narcotic Vault	\$	2,079
Total			\$ 39,274
Capital Improvement Fund			
Fund Name	Description		Amount
5035 - Uncapitalized Expense (Facilities)	Gate Replacement	\$	4,500
5035 - Uncapitalized Expense (Facilities)	Refrigerator Replacement	\$	10,000
5037 - Capital Expense (Facilities)	Solar System	\$	622,000
5037 - Capital Expense (Facilities)	Station Alerting Upgrade	\$	10,000
5037 - Capital Expense (Facilities)	Plymovent Upgrade	\$	8,500
Total			\$ 655,000
PASIS Risk Pool Deposit - SIR			
Total			\$ -
CalPERS UAL			
Fund Name	Description		Amount
8000.1 - Pension Obligation Bond - Principal		\$	210,000
8000.1b - Pension Obligation Bond - Interest		\$	163,612
8002 - Admin Fees		\$	2,500
5002.4a - UAL Payment		\$	125,318
Total			\$ 501,430
Budget Stability Reserve			
Total			\$ -
Compensated Absences			
Fund Name	Description		Amount
5002.02 - Vacation/SL Liability	Liabilities	\$	30,000
Total			\$ 30,000
Total Inter-Fund Transfer			\$ 2,572,657

DEBT SERVICE

In 2022, the District took steps to ensure the future financial security of the District by financing a portion of the District’s CalPERS unfunded accrued liability at a lower interest rate than what was being charged by CalPERS. This effectively “smoothed” out the payment over the next 20 years and saved the District an estimated \$2 million in interest payments to CalPERS.



DEBT SERVICE SUMMARY & PAYMENT SCHEDULE				
TAXABLE PENSION OBLIGATION BONDS				
FISCAL YEAR 2023 - 2024				
Purpose: Reduce the Unfunded Accrued Liability as of January 2022				
CURRENT YEAR SUMMARY				
Principal Outstanding as of July 1, 2023				\$5,078,000.00
Reduction in Principal Balance				\$210,000.00
Interest Due				\$163,611.70
Total Payment Due				\$373,611.70
Principal Outstanding as of June 30, 2024				\$4,868,000.00
FISCAL YEAR	INTEREST RATE	PRINCIPAL	INTEREST	TOTAL PAYMENT
23/24	3.29%	\$210,000.00	\$163,611.70	\$373,611.70
24/25	3.29%	\$215,000.00	\$156,620.45	\$371,620.45
25/26	3.29%	\$230,000.00	\$149,300.20	\$379,300.20
26/27	3.29%	\$235,000.00	\$141,650.95	\$376,650.95
27/28	3.29%	\$240,000.00	\$133,837.20	\$373,837.20

CAPITAL EXPENSES

A capital expense is defined as tangible or intangible fixed asset with a value over \$5,000 that is used in operations of the District and has an initial useful life extending beyond one year. Examples of capital expenses are for vehicle purchases, equipment, building construction and improvements.

The Capital Replacement Schedule dictates the annual budgeted expenditures. This schedule is reviewed annually and revised if needed during the budget process. Generally, transfers from reserves provide funding for budgeted capital expenses.

Total expenditures of \$1.9 million are for the purchase of a new Type 1 fire engine and installation of a solar photovoltaic system at Station 17.

Capital Expenses		
Area	Description	FY 2023-24 Budget
Communications	800mhz Mobile Radios	\$12,882
Facilities	Plymovent Upgrade	\$8500
	Solar System	\$622,000
	Station Alerting Upgrade	\$10,000
Office	Copier/Printer	\$10,000
Operations	EMS Simm Mann	\$6813
Vehicles	Type 1 Engine	\$1,300,000
	U-17 Emergency Lights	\$15,000

ALPINE FIRE PROTECTION DISTRICT - STAFF REPORT

Agenda Item: 6.3
Meeting Date: June 20, 2023
Submitted by: Chief Boggeln
Subject: Resolution 22/23-31 – Committing and Assigning Fund Balances
For Fiscal Year Ending 2022-23



BACKGROUND and DISCUSSION:

Government Accounting Standards Board (GASB) Statement 54 requires local governments to focus on the constraints imposed upon resources when reporting fund balance in government funds. The five fund balance classifications of non-spendable, restricted, committed, assigned and unassigned indicate the level of constraints placed upon resources and identify specific purposes for which resources in a fund can be spent.

The District's Fund Balances are classified as follows:

- **Non-spendable** – consists of assets that cannot be spent because they are in non-spendable form, such as prepaid items and inventories, and items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan fund.
- **Restricted** – consists of amounts that are subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislations.
 - **Sunrise Powerlink Mitigation Fund:** The Sunrise Powerlink Mitigation Fund was established in 2012 to provide funding for wildfire response operations. The grant stipulates that funding can only be used for extra staffing, PPE, and wildland firefighting equipment.
 - **PASIS Risk Pool Deposit – SIR:** The PASIS Risk Pool Deposit fund was established to meet the bylaw requirements of the PASIS JPA. The District is required to maintain with PASIS 125% of our self-insured retention fee.
 - **San Diego County Mitigation Fund:** The SD County Mitigation fund was established by the County of San Diego to mitigate new development. Funds can only be used for new capital projects.
- **Committed** – consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint.
 - **Economic Stability Fund:** The Economic Stability Fund is intended to offset quantifiable revenue/expense uncertainty and help stabilize service levels through economic cycles.
 - **Apparatus/Vehicle Replacement Fund:** The Apparatus/Vehicle Replacement Reserve is maintained to fund replacement of engines and staff vehicles. Replacement of the District's apparatus is based upon three criteria: age, mileage,

and condition. Generally, replacement occurs when either the age exceeds ten (10) years, the mileage exceeds 100,000 miles, or the condition is deemed to be poor or insufficient for safe operation.

- **Equipment Fund:** The District uses a wide variety of equipment in its everyday operations. The equipment has a useful life ranging from five to twenty years. Replacement of various equipment will result in different levels of expenditures in different years and maintaining sufficient reserve funds will ensure adequate resources are available without adverse budgetary impacts. The District's equipment reserve covers:
 - Communication Radios/MDCs
 - Emergency Equipment
 - Emergency Medical Equipment
 - Information Technology Equipment
- **Capital Improvement Fund:** The Capital Improvement Fund was established for the purpose of funding capital improvement projects to repair, upgrade, and replace the District's fixed facilities.
- **PASIS Risk Pool Deposit:** The PASIS Risk Pool Deposit fund was established to provide a reserve for payment of worker's compensation claims as the District is self-insured for worker's compensation claims up to our self-insured retention limit.
- **Assigned** – consists of the portion of net fund resources reflecting the government's intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The District's assigned fund balances include the following:
 - **Budget Stability Reserve:** The Budget Stability Reserve provides for short-term "one-time" funding for extraordinary items that are not part of the normal operating budget.
 - **Compensated Absences:** The Compensated Absences assigned fund balance was established for payment of employees accrued annual leave upon separation of service or for use at the end of the fiscal year to compensate employees for unused leave time.
 - **PASIS Risk Pool Deposit:** Balance of funds with PASIS not required by the JPA to be on deposit but will be used to cover unanticipated workers' comp claims.
 - **Encumbrance Account:** The Encumbrance Account is established to account for open purchase orders carried from one fiscal year to the next fiscal year.
- **Unassigned** – represents any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance. The unassigned fund balance can be used for any purposes that the District deems appropriate and beneficial to operations.

Use and Replenishment of Fund Balances – Committed and assigned fund balance are available for uses when purchases or disbursements are specific to the fund balance classifications. Assigned and committed fund balances require approval authorization for use from the Board of Directors.

Replenishments of fund balances are contingent on the annual budget savings at the end of the fiscal year. The allocation of annual budget savings to replenish the fund balances are determined by the District's staff and approved by the Board of Directors on an annual basis when funds are available for allocation.



RESOLUTION No. 22/23-31

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALPINE FIRE PROTECTION DISTRICT ESTABLISHING THE RESTRICTED, COMMITTED, AND ASSIGNED FUND BALANCE CATEGORIES FOR FISCAL YEAR ENDING 2022-23

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Alpine Fire Protection District (“DISTRICT”) has implemented GASB 54 requirements, and will apply such requirements to its financial statements for the fiscal year ending June 30, 2023; and

WHEREAS, the DISTRICT has recommended the assignment of funds for specific purposes; and the DISTRICT’S goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Alpine Fire Protection District, a public agency in the County of San Diego, California, that for Fiscal Year Ending June 30, 2023, the following funds will be classified as **Restricted** on the financial statements:

1. Sunrise Powerlink Mitigation Grant
2. PARS Section 115 Trust Account
3. SD County Mitigation Fund

BE IT FURTHER RESOLVED by the Board of Directors of the Alpine Fire Protection District that for Fiscal Year Ending June 30, 2023, the following funds will be classified as **Committed** on the financial statements:

1. Economic Stability Fund
2. Apparatus/Vehicle Replacement
3. Equipment Fund
4. Capital Improvement Fund
5. PASIS Risk Pool Deposit - SIR
6. CalPERS UAL

BE IT FURTHER RESOLVED by the Board of Directors of the Alpine Fire Protection District that for Fiscal Year Ending June 30, 2023, the following funds will be classified as **Assigned** on the financial statements:

1. Budget Stability Reserve
2. Compensated Absences
3. PASIS Risk Pool Deposit
4. Encumbrance Account

The amounts in each of the above funds will be determined by the Board of Directors and included in the Fiscal Year 2023-24 Budget.

Resolution No. 22/23-31

Page 2 of 2

PASSED AND ADOPTED by the BOARD OF DIRECTORS of the ALPINE FIRE PROTECTION DISTRICT, County of San Diego, State of California, on this 20th day of June 2023, by the following vote:

AYES: (0)

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

RECUSED: (0)

Steve Taylor
Board President

Tim Mehrer
Board Secretary

I, Jennifer Davis, Clerk of the Board of the Alpine Fire Protection District, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Board at a regularly scheduled meeting of the Alpine Fire Protection District Board.

Executed this _____.
(Date of Execution)

Jennifer Davis
Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALPINE FIRE PROTECTION DISTRICT
AND
ALPINE FIREFIGHTERS' ASSOCIATION
LOCAL 2638



July 1, 2023 – June 30, 2025

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Alpine Fire Protection District, hereinafter referred to as the "**Employer**" and International Association of Firefighters Local 2638, hereinafter referred to as the "**Union**".

This **Agreement** is entered into pursuant to Government Code Section 3500-3511 and has been jointly prepared by the duly appointed representatives of the Alpine Fire Protection District and the International Association of Firefighters Local 2638.

It is the purpose of this **Agreement** to achieve and maintain harmonious relations between the **Employer** and the **Union**; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the employees in **Union**, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to employment conditions and employee-**Employer** relations of such employees.

This **Agreement** is entered into by the parties hereto in anticipation that the California Legislature will provide funding over and above the **Employer's** portion of the 1% Tax Base in an amount nearly equal to the **Employer's** fiscal year 1978/79. In the event such additional funding is not available to the **Employer** in an amount nearly equal to the prior year's funding which would make payment of the **Employer's** obligation impossible, then this **Agreement**, to the extent that it is affected by lack of adequate funding, shall release the **Employer** of its obligations to maintain the salary schedule and employee benefits otherwise agreed to herein.

SECTION 1 – ADMINISTRATION

Article 1.1 – Recognition

Employer recognizes the **Union** as the majority bargaining representative for fire captains, paramedic captains, engineers, paramedic engineers, firefighters, and paramedic firefighters.

Article 1.2 – Management Rights

Employer on its own behalf, and on behalf of the electors of the Alpine Fire Protection District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including but without limiting the generality of the foregoing, the rights:

- a. To determine and administer policy;
- b. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to

- c. promote and to transfer all such employees;
- c. To determine the numbers and kinds of personnel necessary for the efficient operation of the **Employer** and to direct their activities;
- d. To determine the programs;
- e. To build, move or modify the facilities;
- f. To develop and administer the budget;
- g. To determine the methods of raising revenue;
- h. To take action on any matter in the event of an emergency;
- i. To delegate to the Fire Chief and other legally appointed officers, the operation of the **Employer**, its properties and facilities including, but not limited to, innovative and experimental uses of the **Employer** facilities, experimental and pilot investigation of new fire science programs.

1.2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the **Employer** the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this **Agreement** and then only to the extent such specific and express terms are in conformance with Federal and State laws.

Article 1.3 – Payroll Deduction of Dues

1.3.1 The **Employer** agrees to deduct, twice each month, dues and assessments in an amount certified by the Secretary-Treasurer of **Union** from the pay of those **Union** employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by **Employer** to the Treasurer of **Union**.

Article 1.4 – Union Business

1.4.1 **Employer** agrees that three members of the **Union** negotiating team shall be allowed time off for all meetings which shall be mutually set by the **Employer** and the **Union**. Once each year members of the **Union** may contribute 24 hours of accrued vacation time to bank time for **Union** activities (“**Union Time Bank**”). The hours in the **Union** time bank may be used by elected **Union** officers while on official **Union** business. The **Union** officials shall notify the Fire Chief in writing 48 hours prior to taking any time from the **Union** Time Bank.

Article 1.5 – Prevailing Benefits

1.5.1 All benefits and working conditions presently enjoyed by employees which directly relate to a matter within the scope of representation as defined by California Government Code Section 3504 shall remain in effect during the term of this **Agreement** unless changed by mutual consent of the parties or through the application of procedures provided for in Section 3504.5 of the California Government Code.

Article 1.6 – Rules and Regulations

1.6.1 The **Union** agrees that all its members shall comply with all **Employer** rules and regulations, including those relating to conduct and work performance.

Article 1.7 – Appendices and Amendments

1.7.1 All appendices and amendments to this **Agreement** shall be numbered and signed by the responsible parties and shall be subject to all provisions of this **Agreement**.

Article 1.8 – Duration of Agreement

1.8.1 This Memorandum of Understanding shall be effective as of July 1, 2023, and shall remain in effect until June 30, 2025.

Article 1.9 – Savings Clause

1.9.1 If any term or covenant of this **MOU** or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this **MOU** or the application of such term or covenant other than those to which it is held invalid or unenforceable, shall not be affected thereby.

SECTION 2 - COMPENSATION

Article 2.1 - Wages

2.1.1 The salary schedule for employees covered by this **Agreement** is set forth in **Appendix "A"** attached hereto and by this reference made a part hereof as though fully set forth herein.

2.1.2 Represented employees shall receive the following salary increases to be reflected in the salary schedule of each classification.

2.1.2.1 – 9% increase to all represented classifications effective July 1, 2023

2.1.2.2 – 5% increase to all represented classifications effective July 1, 2024

Article 2.2 – Probationary Period

2.2.1 Probationary Periods:

- a. All promotions from within the ranks of the **Employer** shall be subject to a one-year probationary period.
- b. All newly hired employees that fall under the definition of a “lateral hire” will be subject to a one-year probationary period.

- a. For the purposes of Section 2.2.1b, the term “lateral hire” shall mean a new hire who had been a previously paid professional firefighter with a fire department in San Diego County within 60-days of being hired by **Employer** at a rank equal to or higher than the rank being offered by **Employer**. In addition, the employment with the prior **Employer** must have been for a period greater than three years and the employee must have left their prior employment in good standing with no disciplinary proceeds pending.

- c. All newly hired employees who do not meet the definition of a “lateral hire” shall be subject to a two-year probationary period.

Article 2.3 - Hours

2.3.1 The average workweek for fire suppression personnel assigned to a shift shall be fifty-six (56) hours, which is calculated over a twenty-four (24) day (576 hour) period. The work schedule shall consist of twenty-four (24) hour shifts on duty followed by twenty-four (24) hours off duty. The work schedule shall consist of a system of three (3) platoons (A, B, C shifts). The shift cycle shall be based on a twenty-four (24) day rotating schedule, which is based on the **Employer’s** FLSA cycle of twenty-four (24) days (576 hours).

The shift pattern shall consist of four (4), twenty-four (24) hour shifts on duty, separated by three (3), twenty-four (24) hour shifts off duty; followed by ninety-six (96) consecutive hours off duty; which is followed by another four (4), twenty-four (24) hour shifts on duty, separated by three (3), twenty-four (24) hour shifts off duty; followed by one hundred and forty-four (144) consecutive hours off duty (commonly referred to as a "4-4-4-6" cycle).

Both parties acknowledge the foregoing is intended to define a work period for the purposes of 29 CFR 553.201- Statutory provisions: section 7(k).

2.3.2 Fair Labor Standards Act and CalPERS Special Compensation/Statutory Items Pay Reporting FLSA shall be paid on the 15th and 30th in the employee’s regular paycheck. The calculation for FLSA statutory pay as reported to CalPERS shall be: Hourly wage, divided by 2, multiply by 152= annual amount. Divide annual amount by 24. There are 24 pay cycles in a one-year cycle.

2.3.3 All authorized hours worked in excess of the assigned work period shall be compensated at the rate of time and one-half of the employee’s basic rate of pay.

Article 2.4 – Rates of Pay

2.4.1 “Basic hourly rate of pay” for shift personnel is defined as the sum of the following divided by 2,912 hours:

1. Annual Salary;
2. Education Incentive Stipend;
3. Longevity Certification Stipend.

2.4.2 “Regular rate of pay” for shift personnel is defined as the sum of the annual salary (as defined in “Appendix A” divided by 2912.

Article 2.5 – Emergency Call Back

2.5.1 Employees who are called back to work from off-duty on an emergency basis (unscheduled – not to include coverage for sick leave or vacations) will be paid 1.5 times the basic hourly rate of pay for non-regularly scheduled hours.

2.5.2 Employees shall receive a minimum of two (2) hours' compensation for each call back unless any amount of call back time corresponds with a regularly scheduled shift. (For example – an employee called back at 0700 and has a regularly scheduled shift that starts at 0800 will only receive one (1) hour of emergency call back time.

Article 2.6 – Out of Grade Pay

2.6.1 Engineers and Firefighters working in a position higher than their grade will be compensated at the next grade of pay after the first hour. Captains and Engineers working in a position lower than their grade will be compensated at the highest grade of the position being filled, i.e., if a Captain who is not a paramedic is working out of grade for an Engineer, the Captain will be compensated at an Engineer step 4 level while filling that position subject to the prior approval of the Fire Chief or his/her designee.

Article 2.7 – Educational Incentive

2.7.1 – Education Stipend

In addition to the wage rates established by this Memorandum of Understanding, the **Employer** shall pay a stipend for successful completion of the following certification or educational degree. The stipend is a percentage of the “regular rate of pay” paid in 24 equal installments. If an employee receives a new certificate or degree during the fiscal year, the change in percentage will be recognized on the employee’s next paycheck.

The following stipend shall be paid in the employee’s regular bi-monthly paycheck:

- An Employee shall receive a 2.0% stipend for completion of CA State Fire Marshal Company or Fire Officer Certification; OR
- An Employee shall receive a 4.5% stipend for completion of an Associate of Science Degree in Fire Science; OR
- An Employee shall receive a 6.0% stipend for completion of a Bachelor’s Degree from an accredited U.S. based college or university.

2.7.1.1 Employees hired after 7/1/23 are not eligible for the educational incentive until successful completion of new hire probation as outlined in Article 2.2.

2.7.2 – Tuition Reimbursement

Upon successful completion of an approved class, employees may request reimbursement from the **Employer** to include:

1. Tuition;
2. Class materials (books, required/recommended items);
3. Travel expenses and/or lodging per Alpine Fire Protection District Policy #202;
4. Certification Fees (including EMT/Paramedic recertification).

Each employee is eligible for \$1000 in reimbursement per fiscal year. In order to be eligible for reimbursement, the class must be approved by the Fire Chief and be a class that qualifies the employee for promotional opportunities or as needed for the Education Stipend (Article 2.7.1) and/or Longevity Certification Stipend (Article 2.8).

2.7.2.1 – Reimbursement for a class must occur in the same fiscal year that the class was completed.

2.7.3 Those employees who prior to July 1, 2018, qualified for and were receiving an educational allowance in excess of 5% shall retain their current educational allowance however said educational allowance shall not increase in the future unless the maximum cap is increased.

2.7.4 An employee may convert sick leave to cover time off on approved classes at the rate of three hours of sick leave for one hour of educational leave up to a maximum of forty-eight (48) hours a fiscal year, subject to the following conditions:

2.7.4.1 Educational leave shall only be used for approved classes as set forth in section 26.2. Employee shall provide proof of participation in said class to be allowed the conversion.

2.7.4.2 Use of educational leave requires the prior approval of the Fire Chief. The discretion of the Fire Chief in granting said approval is based on operational needs which may include reducing an engine crew to 3 persons or denial of request.

2.7.4.3 The goal in granting educational leave is to not have the **Employer** incur overtime costs in backfilling the leave and to avoid leave during high fire danger.

2.7.4.4 Nothing contained herein precludes an employee from using vacation time or shift exchange to attend approved classes subject to **Employer** policy on said use.

Article 2.8 – Longevity Certification Stipend

2.8.1 The Longevity Certification Stipend shall be paid upon completion of five (5) years of employment with the **Employer** and successful attainment of California State Fire Marshal (CSFM) or other accepted certification(s) as outlined in Appendix “B”.

2.8.2 The stipend shall be paid on a bi-weekly basis in the Employee’s regular paycheck. Longevity Certification pay is not reported to CalPERS as “compensation earnable” or “pensionable compensation”. The stipend will be included in calculating the employee’s basic hourly rate of pay pursuant to the Fair Labor Standards Act (FLSA).

Article 2.9 – Portal-to-Portal Pay

2.9 Employees covered under this **MOU** shall be compensated at 1.5 times the basic rate of pay for hours worked in excess of the normal work schedule when assigned to support emergency incidents. Compensation time shall include the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base (portal-to-portal) upon completion of assignment.

SECTION 3 - LEAVES

Article 3.1 – Sick Leave

- 3.1.1 Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay to the extent of the employee's accumulated sick leave. The use by an employee of their accumulated sick leave shall not result in a loss by the employee of the FLSA benefit for the pay period in which accumulated sick leave is used. Job-related disability shall not be charged to the accumulated sick leave of the employee. Employees shall accumulate sick leave from the first day of employment and shall continue to do so until they have accumulated a maximum of 2880 hours for safety personnel.
- 3.1.2 Sick leave shall be converted to vacation at the rate of three hours of sick leave for one hour of vacation so that no employee will exceed the cap of 2880 hours.
- 3.1.3 The Accrual for Sick leave shall be at the rate of 21 hours per month or ten and one-half shifts per year. As a convenience to the employee, the **Employer**, at its option, may “front load” the employees annual sick leave allowance. If an employee separates from service prior to June 30 of a fiscal year, the employee will only be credited for the time accrued to the time of separation had the time not been “front loaded”. At no time shall an employee utilize the front-loaded sick leave beyond what was earned. Employees on new-hire probation status will accrue their vacation allowance monthly and will not have their time “front loaded.”

Article 3.2 – Sick Leave Procedure

- 3.2.1 In order to be eligible for sick leave with pay, an employee must:
- a. Report promptly to the Fire Chief or designee the reason for his/her absence;
 - b. Keep the Fire Chief or designee informed on his/her condition if the absence is of more than three shifts duration;
 - c. Permit the **Employer** to make such medical examinations as it may deem desirable; and
 - d. Upon request of the Fire Chief or designee, furnish satisfactory evidence of incapacity upon return to duty from absences on sick leave of three (3) shifts or longer. A written report from a duly licensed and practicing physician, or other recognized practitioner stating the nature, duration and extent of each incapacity shall be deemed satisfactory evidence of incapacity. No salary or wages shall be paid for any period of absence under this section where the employee has failed to comply with the requirements of this subsection.

Article 3.3 – Sick Leave Abuse

- 3.3.1 Abuse of sick leave benefit provisions by an employee will constitute sufficient grounds for dismissal or such other disciplinary action as the Fire Chief deems appropriate.

Article 3.4 – Unused Sick Leave

- 3.4.1 At the start of each fiscal year during the term of this **MOU** each employee shall have the option to convert a portion of his/her unused sick leave in excess of 500 hours to his/her 457(b) plan as specifically provided in Section 3.4.1.
- 3.4.1.1 In the first pay period of each fiscal year the **Employer** shall notify the employees covered under this **MOU** of the total number of hours of sick leave used by all employees covered by this **MOU** in the prior fiscal year.
- 3.4.1.2 If the aggregate amount of sick leave hours for all employees covered under this **MOU** for the prior fiscal year is between 1250 and 1400 hours, inclusive, then each employee shall have an option for that fiscal year to convert unused sick leave in excess of 500 hours at the rate of 40% of their regular rate of pay to their 457(b) plan provided that the amount shall not exceed the maximum allowed under applicable IRS regulations.
- 3.4.1.3 If the aggregate amount of sick leave hours for all employees covered under this **MOU** for the prior fiscal year is 1249 or less hours then each employee shall have an option for that fiscal year to convert unused sick leave in excess of 500 hours at the rate of 50% of their regular rate of pay to their 457(b)-plan provided that the amount shall not exceed the maximum allowed under applicable IRS regulations.
- 3.4.1.4 In order to make this election each employee must notify the **Employer** in writing of his/her selection within 15 days of receiving his/her first paycheck of the new fiscal year but in no event later than August 5 of each fiscal year. The written selection shall be on a form prescribed by the **Employer** and signed and dated by the employee. The failure to exercise the option in accordance with subsection 3.4.1.4 shall result in the forfeiture of the option for that fiscal year.
- 3.4.1.5 Contributions to an employee 457(b) plan under Article 3.4 shall not be eligible for the contributions under Section 8.7.2.
- 3.4.2 As to any remaining sick leave Employees shall be compensated in cash at the rate of one quarter of their regular rate of pay for any unused accumulation of sick leave when they are permanently separated from service by resignation, death, retirement, service retirement, or discharge so long as the employee has previously completed five (5) years of full-time service to the **Employer**. Each employee shall have the option at retirement to convert accumulated Sick Leave as provided above to CalPERS Service Credit (see Article 4.1) or his/her 457(b) plan up to the maximum allowable IRS limits for the calendar year. Contributions to an employee 457(b) plan under this Article 3.4 shall not be eligible for the contributions under Article 8.7.2.

Article 3.5 – Family Emergency and Death in Family Leave

- 3.5.1 An employee may use sick leave with pay in the event of a family emergency to care for a serious illness or injury in the immediate family, the employee shall be granted up to three shifts off with pay if needed in any twelve-month period, but not to exceed accumulated sick leave. In the event of death in the immediate family of an employee, the employee shall be granted up to three shifts

off with pay if needed but not to exceed accumulated sick leave. The immediate family shall be defined as spouse or registered domestic partner and children of the member, mother, father, brother, sister of the member, and those of the spouse or registered domestic partner and any relative residing in the same household as employee.

Article 3.6 – Shift Trades (ST) and Personal Trade (PT)

- 3.6.1 Shift Trades (ST). Employees shall have the right to exchange shifts, with the approval of the Fire Chief, when the change does not interfere with the operation of the **Employer**. Advance written notice to the Chief shall be required.
- 3.6.2 Early Relief Personal Trade (PT). Firefighters of equal rank assigned to a 56-hour workweek shall be allowed to relieve each other from duty up to 60 minutes prior to scheduled changes subject to approval of the shift Captain.
- a. Personnel participating in early relief shall do so on a voluntary basis.
 - b. Any increase in time that may develop from early relief will not result in additional compensated hours.
 - c. When early relief occurs, it shall immediately be documented in the daily logbook or Crew Sense by the shift Captain. Failure to do any of the above documentation when it takes place will cause the early relief program to become null and void at the option of **Employer**.
 - d. In the event of any legislative action, requiring compensation for time worked in the early relief will cause the early relief program to become null and void at the option of **Employer**.
 - e. Failure to exchange pertinent information as a result of the early relief will cause the early relief program to become null and void at the option of the **Employer**.

Article 3.7 – Holidays

- 3.7.1 Employees who work a twenty-four (24) hour shift shall be granted twelve (12) hours holiday compensatory time off in lieu of holiday pay. The holiday compensatory time off will be added to the employee's annual vacation allowance (Article 3.8) and subject to the same provisions as vacation allowance. The following ten (10) holidays shall be recognized and observed for compensation purposes at the rate of twelve (12) hours per holiday:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veterans Day

Article 3.8 – Vacation

- 3.8.1 Employees shall start to earn vacation allowance as of their first date of employment.
- 3.8.2 Vacation allowance shall be earned based on the schedule below. As a convenience to the employee, the **Employer**, at its option, may “front load” the annual vacation allowance. If an employee separates from service prior to June 30 of a fiscal year, the employee will only be credited for the time accrued to the time of separation had the time not been “front loaded”. Front loading of the vacation allowance shall not in any manner be construed as having been earned by an employee. Employees on new-hire probation status will accrue their vacation allowance monthly and will not have their time “front loaded”.

LENGTH OF SERVICE	SHIFT PERSONNEL	40-HOUR PERSONNEL
1 to 4 years	144 hours + 120 hours holiday = 264 hours <i>22 hours monthly</i>	48 hours
5 to 9 years	168 hours + 120 hours holiday = 288 hours <i>24 hours monthly</i>	56 hours
10 to 14 years	192 hours + 120 hours holiday = 312 hours <i>26 hours monthly</i>	64 hours
15 to 19 years	216 hours + 120 hours holiday = 336 hours <i>28 hours monthly</i>	72 hours
20 to 24 years	240 hours + 120 hours holiday = 360 hours <i>30 hours monthly</i>	80 hours
25+ years	264 hours + 120 hours holiday = 384 hours <i>32 hours monthly</i>	88 hours

- 3.8.3 An employee who is separated from service by resignation, death, retirement, or discharge shall be compensated for all unused vacation time accumulated, at the regular rate of pay at the time of separation.
- 3.8.4 The maximum accumulated total which may be carried in vacation and holiday compensation time from one fiscal year to the next is 96 hours. At the end of the fiscal year, any remaining amount of combined vacation and holiday compensatory time off in excess of 96 hours will be paid to the employee at the regular rate of pay on an hour for hour basis. An employee who is not authorized to take time off to eliminate accumulated vacation time because of emergency cancellation of leave or minimum manning requirements will be paid at the regular rate of pay for all hours earned.
- 3.8.5 The taking of vacation shall be subject to the approval of the Fire Chief or his/her designee based on current and expected staffing needs and only to the extent of vacation allowance earned.
- 3.8.6 Employees shall submit vacation requests following the Crew Sense process. No vacation request shall be effective until the Fire Chief has approved the request and the employee filling in for coverage has agreed to the request through Crew Sense.
- 3.8.7 The use by an employee, prior to separation from service, of their unused vacation time and/or sick leave shall not result in a loss by the employee of the FLSA benefit for the pay period in which the

unused vacation time and/or sick leave is taken.

- 3.8.8 Each Employee shall have the option at retirement or when vacation is otherwise being paid to convert unused vacation time to his/her 457(b) up to IRS limits and cash out remaining over and above IRS limits.

Article 3.9 – Subpoenas

- 3.9.1 When an employee is subpoenaed as a result of his/her official duty for the **Employer**, the employee will immediately notify the Fire Chief and shall be compensated for court time and travel time when off duty.

SECTION 4 – RETIREMENT BENEFITS

Article 4.1 – California Public Employees Retirement System (CalPERS)

4.1.1 Classic Tier 1:

For employees whose membership in CalPERS was on or before December 31, 2011 the following retirement benefits shall apply:

a	3% @ 50	Govt. Code Sec. 21362.2
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	<u>Employer Paid Contribution</u> <u>Employee Paid Contributions</u> <u>Employee to pay an additional 1%</u>	Govt. Code Sec. 20636 (c) (4) 0% of Members Contribution paid by Employer 10% paid by employee
e	Single Highest Year Benefit	Govt. Code Sec. 20042
f	Sick Leave Credit	Govt. Code Sec. 20965

4.1.2 Classic Tier 2

For employees whose membership in CalPERS was on or after January 1, 2012 but before December 31, 2012 the following retirement benefits shall apply:

a	3% @ 55	Govt. Code Sec. 21363.1
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	Three-year average benefit	Govt. Code Sec. 20037

f d	Sick Leave Credit	Govt. Code Sec. 20965
	<u>Employee Paid Contributions</u> <u>Employee to pay an additional 1%</u>	10% paid by employee

4.1.3 PEPRA

For employees hired on or after January 1, 2013, the following retirement benefits shall apply:

a	PEPRA	
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	Three-year average benefit	Govt. Code Sec. 20037
f	Sick Leave Credit	Govt. Code Sec. 20965

4.1.4 **Employer** will pay no portion of the Member contribution which shall solely be paid by the employee.

SECTION 5 – INSURANCES

Article 5.1 – Medical Coverage

5.1.1 The **Employer** shall select the District Health Care Plan (“**DHCP**”). Each employee shall choose his/her coverage option as shown below. For those employees hired prior to or on June 30, 2021, the **Employer** paid portion (**EPP**) shall be 90% of the base cost. For those employees hired on or after July 1, 2021, the **EPP** shall be 80% of the base cost. The base cost (“**EPP**”) shall be determined annually by averaging the cost of the **DHCP’s** medical HMO plans after discarding the highest and lowest priced plans. Employees can apply the **EPP** to any available offered health plan in the **DHCP**, Employees are responsible to pay all additional costs of health coverage over and above the **EPP**:

COVERAGE OPTIONS:

- a. employee only coverage, or
- b. employee plus one coverage, or
- c. employee plus family coverage.
- d. Health care benefit payments are to only be used for the approved health care plan costs except as set forth in Section 5.1.2.

5.1.2 During any time that an employee is covered by the Long-Term Disability Insurance Benefit Plan “(**LTD**)” under Article 5.4, **Employer** agrees to pay 90% of the medical coverage for the employee up to the maximum benefit period under the **LTD**.

5.1.3 Employees who opt out of medical coverage and are fully covered by another health care plan other than the **DHCP** and present proof of coverage to **Employer**, shall receive in lieu of health care coverage a monthly stipend of \$150.00. No employee shall opt out of the **Employer's** health care plan unless they provide proof, satisfactory to the **Employer**, that employee and all other members of employee's tax family are enrolled in minimum essential coverage through another source.

Article 5.2 – Supplemental Benefit

5.2.1 **Employer** shall provide a monthly supplemental benefit for dental, vision and supplemental life insurance in the amount of \$260.00. An employee may use any unused supplemental benefit funds towards the cost of the Employee's Health Plan over the **EPP** as outlined Article 5.1.1. Any unused portion of the supplemental benefit has no cash out value.

Article 5.3 – Life Insurance

5.3.1 The **Employer** shall provide One Hundred fifty thousand (\$150,000) term life insurance protection for each member of the bargaining unit.

Article 5.4 – Long Term Disability Insurance

5.4.1 The **Employer** shall obtain and pay for a Long-Term Disability (**LTD**) plan.

SECTION 6 – GRIEVANCES

6.1 Definition

A grievance or dispute is defined as an alleged violation of the express provisions of this **MOU** which personally and adversely affects the employee or employees filing the grievance. A grievance shall not include any claim regarding the initiation or renewal of a **MOU**, the resolution of a meet and confer impasse, or any other matter which is outside the scope of representation as defined by California Government Code Section 3504.

6.2 General Provision

All grievances shall be filed in writing within fifteen (15) days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.

6.2.1 A written statement of grievance shall identify the specific provision or provisions of this **MOU** alleged to have been violated. Also, a statement of grievance shall set forth specific factual information which gives rise to the filing of the grievance.

6.2.2 Time limits provided for herein may be extended through mutual written consent of the parties.

6.2.3 Except where grievances are resolved or ruled upon by the Board of Directors, all

grievance resolutions involving the commitment of **Employer** funds shall be subject to the written approval of the Fire Chief.

6.2.4 Parties to the grievance procedure shall be entitled to have a representative to act on his/her behalf at each step of the grievance procedure. Each Party shall bear the cost of their own representative.

6.3 Procedures

The parties shall attempt to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief.

6.3.1 If the parties are unable to adjust the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor (Captain). The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor.

6.3.2 If the grievance has not been settled within seven (7) working days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for adjustment, if requested by either party, the Fire Chief and the grievant and his/her representative shall meet in an attempt to resolve the grievance within seven (7) days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and his/her representative with a written statement regarding the grievance. Any such appeal shall be considered by the Board of Directors within 60 days of the filing of the appeal.

6.3.3 If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for adjustment and/or decision. In order to be effective, the grievant's appeal to the Board of Directors regarding the grievance must be filed with the Board of Directors no later than five (5) days from the date on which the Fire Chief rendered his/her written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors.

Both the grievant and his/her representative and the Fire Chief shall be given an opportunity to argue their position on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant and representative and the Fire Chief shall be notified in writing of the Board's decision on the grievance within 60 days of the close of argument, if argument is requested, or 60 days of appeal if no argument is requested.

SECTION 7 – VACANCIES /PROMOTIONS/PERSONNEL REDUCTION

Article 7.1 – Vacancies/Promotions

7.1.1 Vacancies shall be filled from a promotional list of qualified people. When, because of lack of

time in grade or inability to otherwise qualify there are no qualified candidates, an open exam may be authorized by the **Employer**. Successful completion of the exam will qualify competitors for the promotion list.

7.1.2 All new firefighter hires shall be required to have a paramedic license.

Article 7.2 – Personnel Reduction

7.2.1 In the case of a personnel reduction the employee with the least seniority shall be laid off first. Time with the **Employer** shall be given utmost consideration. Time with the **Employer** shall be defined as full-time personnel. Rehiring shall be done on a last laid off, first rehired basis.

SECTION 8 – MISCELLANEOUS

Article 8.1 – Protective Clothing and Uniforms

8.1.1 All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by **Employer**, in accordance with State law and Cal/OSHA regulations.

8.1.2 The **Employer** has supplied or in the case of a new employees will supply employee with five (5) regulation uniform shirts, one (1) regulation uniform pants, four (4) duty pants of **Employer's** choosing. **Employer** will replace each piece of uniform as it becomes necessary, as determined by the Fire Chief. It is understood that employees will be responsible for the normal care and maintenance of the uniform.

8.1.3 All employees in the bargaining unit shall be provided with a Class "B" jacket, belt buckle, wildland boots, station boots, collar brass and name plate.

8.1.4 **Employer** shall provide a class "A" uniform at no cost to employees who have completed probation.

ARTICLE 8.2 – Joint Occupational Health and Safety Program

8.2.1 It is the desire of the **Union** to maintain the highest standards of safety and health in the Fire District in order to eliminate as much as possible accidents, death, injuries and illness in the fire service. Protection devices, apparel and equipment shall be inspected by the Fire Chief of the **Employer** or Safety Officer on a quarterly basis to ensure proper maintenance and replacement.

Article 8.3 – Injury

8.3.1 Employees injured on or off duty, shall, at the discretion of the Fire Chief, based on the type of injury and duration of time off, pass the same physical and medical performance standards as entry level firefighters. The decision of the Fire Chief may be appealed to the Board by the employee. Failure to meet the minimum standards will be cause for termination.

Article 8.4 – Paramedic

- 8.4.1 The **Employer** agrees to maintain four (4) paramedic positions.
- 8.4.2 Firefighters with a paramedic license shall attain the rank of Paramedic Specialist (Step 5 in Appendix A) on their one-year anniversary of achieving the rank of Firefighter 1st class (Step 4 in Appendix A) and completed the required certification and courses as outlined on **Appendix B**.
- 8.4.3 A Firefighter 1st Class with one or more years at that rank and having completed the required certification and courses as outlined on **Appendix B** shall be a Paramedic Specialist upon licensing as a paramedic.

Article 8.5 – Cross Staffing

- 8.5.1 The **Union** agrees that **Employer** may enter into one or more agreements which provide that employees of the **Employer** may cross staff equipment with other agencies. **Union** agrees that such cross-staffing agreements are within the discretion of the **Employer** and shall not constitute a meet and confer issue.
- 8.5.2 All employees of the **Employer** utilized in the cross staffing shall remain employees of **Employer** and shall at all times be subject to the direction, supervision and control of **Employer** and enjoy all benefits under this **MOU**.
- 8.5.3 As to equipment housed at **Employer**, it is agreed that the personnel of other agencies which may be parties to the cross-staffing agreement will adhere to and abide by the rules and regulations of **Employer** but shall otherwise retain all rights they may have as to wages, hours and working conditions for the department from which they were assigned.
- 8.5.3 As to equipment housed outside the **Employer**, it is agreed that personnel will adhere to and abide by the rules and regulations of department where the equipment is housed but shall otherwise retain all rights they may have as to wages, hours and working conditions for **Employer**.

Article 8.6 – Personal Property

- 8.6.1 Employees may submit to the **Employer** for reimbursement claims for damage or loss of personal property which loss or damage occurred during working hours and was related to the employees' assigned duties.
- 8.6.2 All such claims shall require the approval of the employees immediate Captain and the Fire Chief.
- 8.6.3 No claim shall exceed One Hundred Dollars (\$100.00).

Article 8.7 – Defined Contribution Plan

- 8.7.1 **Employer** shall offer all employees a 457(b) plan.

8.7.2 **Employer** shall offer all employees a 401(a) plan. If employees make a minimum deposit of \$200 per month into the 457(b) plan then the **Employer** will also contribute 5% of that amount up to a maximum contribution of \$1000 per year into the 401 (a) plan.

Article 8.8 – Fiscal Emergency

37.1 In addition to any other provisions of this **MOU** in the event the Board of Directors of **Employer** declares a "fiscal emergency" due to economic factors the terms of this **MOU** shall be subject to negotiations between the parties to meet the "fiscal emergency".

SECTION 9 – SQUAD 17 STAFFING

The **Union** and the **Employer** have negotiated the terms of “Squad 17” staffing and the terms of the agreement are found in Appendix “C”. Appendix “C” is valid from July 1, 2023, through December 31, 2024.

SIGNATURES ON NEXT PAGE

Signature Page

WITNESS THEREOF: The parties hereto have executed this Memorandum of Understanding between the International Association of Firefighters Local 2638 and the Board of Directors of the Alpine Fire Protection District:

ALPINE FIRE PROTECTION DISTRICT

_____ Steve Taylor, President	_____ Date
_____ Tim Mehrer, Secretary	_____ Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2638

_____ Shane Ozbirn, President	_____ Date
_____ Colby Ross, Vice President	_____ Date

Appendix “A” - Wages

FIREFIGHTER		<i>Effective July 1, 2023</i>		<i>Effective July 1, 2024</i>	
STEP	TIME	FIREFIGHTER	FIREFIGHTER PARAMEDIC	FIREFIGHTER	FIREFIGHTER PARAMEDIC
1	0-12 months	\$78,735	\$78,735	\$82,672	\$82,672
2	12 - 24 months	\$81,999	\$81,999	\$86,098	\$86,098
3	24 - 36 months	\$87,077	\$87,077	\$91,431	\$91,431
4	36 - 48 months	\$93,608	\$93,608	\$98,289	\$98,289
5	60+ months		\$101,590		\$106,670
ENGINEER		<i>Effective July 1, 2023</i>		<i>Effective July 1, 2024</i>	
STEP	TIME	ENGINEER	ENGINEER PARAMEDIC	ENGINEER	ENGINEER PARAMEDIC
1	0-12 months	\$97,237	\$104,315	\$102,099	\$109,531
2	12 - 24 months	\$99,463	\$106,494	\$104,436	\$111,819
3	24 - 36 months	\$101,308	\$108,386	\$106,373	\$113,806
4	36+ months	\$103,769	\$110,846	\$108,958	\$116,389
CAPTAIN		<i>Effective July 1, 2023</i>		<i>Effective July 1, 2024</i>	
STEP	TIME	CAPTAIN	CAPTAIN PARAMEDIC	CAPTAIN	CAPTAIN PARAMEDIC
1	0-12 months	\$109,915	\$117,063	\$115,410	\$122,916
2	12 - 24 months	\$112,844	\$119,995	\$118,487	\$125,995
3	24 - 36 months	\$115,777	\$122,924	\$121,565	\$129,070
4	36+ months	\$119,285	\$125,857	\$125,250	\$132,150

Appendix “B” – Longevity Certification Courses/Classes

Certification	Courses/Classes	Percent of Base Pay
Wildland Specialist	<i>All of the following are required:</i>	1.0%
	S-290 – Intermediate Wildland Fire Behavior (classroom)	
	S-200 – Initial Attack Incident Commander (taskbook completed)	
	S-270 – Basic Air Operations	
	S-215 – Fire Operations in the WUI	
	S-212 – Wildland Fire Chainsaws	
	S-231 – Engine Boss (taskbook completed)	
	S-234 or S-219 – Ignition Operations	
Rescue Specialist	<i>4 of the following are required:</i>	1.0%
	CSFM Rope Rescue Awareness/Operations (the combination of LARRO/RS1 meet this requirement)	
	CSFM River and Flood Rescue Technician or equivalent	
	CSFM Trench Rescue Technician	
	CSFM Confined Space Technician	
	CSFM Auto Extrication	
	CSFM Structural Collapse Technician (RS2 meets this requirement)	

Appendix “C” – Squad 17 Staffing

1. Personnel hired to augment squad staffing will hold the classification of FF I. All other Firefighters not assigned on a full-time basis to the squad will hold the classification of FF II.
2. The typical staffing model will be as follows:
 - a. One Firefighter/Paramedic (FF II)
 - b. One Firefighter/EMT (FF I) or Firefighter/Paramedic (FFI)
 - c. Squad hours will be determined to meet the best needs of the **Employer**.
 - d. There may be instances when this staffing is modified by the shift Captain or the Fire Chief.
3. **MOU Article 2.1: Firefighter I Wages**
 - a. The hourly rate for Firefighter I will be the following:
 - i. FY 23/24 = \$27.04
 - ii. FY 24/25 = \$28.39
 - b. Upon successful completion of a certified fire academy and upon receiving paramedic licensure, personnel who are assigned as a Firefighter I will receive the following hourly rate:
 - i. FY 23/24 = \$31.10
 - ii. FY 23/25 = \$32.65
 - c. The overtime rate for FFI will be based on the hourly rate in item 3a plus any applicable sections found in the **MOU** (i.e., educational incentive).
4. **Article 2.2.2: Probationary Period**
 - a. Employees who are sponsored by the **Employer** in paramedic school will have these modifications to their probation period:
 - i. If an employee attends school and attains certification as a San Diego County paramedic prior to the completion of the 2-year probation period will have their probation period extended 9-months.
 - ii. If an employee attends school and attains their certification as a paramedic after their 2-year anniversary with the **Employer**, will have their probation period extended while they are in paramedic school and will complete an additional 9-months of probation after certification as a San Diego County paramedic.
 - b. Employees who are sponsored by the **Employer** in a fire academy will have their probation extended for 3-months.
 - c. All newly hired employees will be required to successfully complete paramedic training and/or a fire academy prior to the completion of probation.
5. **MOU Section 3: Firefighter I Annual Leave**
 - a. Vacation/Holiday: 48 (vac) + 60 (holiday) = 108/hours per year
 - b. Sick Leave: 14 hours/month
6. Unless otherwise stated in this side letter, the balance of the current Local 2638 **MOU** will be applicable to the Firefighter I personnel.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALPINE FIRE PROTECTION DISTRICT
AND
FIRE MARSHAL
JASON MCBROOM



July 1, 2023 – June 30, 2025

**SECTION I
INTENT AND PURPOSE**

- 1.1 It is the intent and purpose of this Memorandum of Understanding (“**MOU**”) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between Jason McBroom (“**Employee**”) and the Alpine Fire Protection District (“**Employer**”).

**SECTION II
TERM**

- 2.1 **Employee** is currently the Fire Marshal for the **Employer**. The effective date of this **MOU** shall be July 1, 2023 and shall run through June 30, 2025. **Employee** may terminate their employment with **Employer** at any time, with or without reason by giving advanced written notice to **Employer**. **Employer** may terminate the employment of **Employee** at any time, with or without reason by written notice to **Employee**. This is called “at-will” employment. Nothing contained herein shall modify **Employer’s** right to terminate **Employee** for cause.

No one other than the Board of Directors can enter into an agreement relating to employment for a specified period of time or make any agreement or representations contrary to this Section and then only by written amendment to this **MOU**.

**SECTION III
JOB DESCRIPTION**

- 3.1 The duties of the **Employee** are as outlined in the job description adopted by the **Employer** and can be found in Alpine Fire Protection District Policy #903 – Job Classifications. **Employee** shall report to the Board of Directors and their designee including the Fire Chief. The **Employer**, through the Board of Directors may from time to time amend the job description and/or prioritize job duties of the **Employee**.

**SECTION IV
SALARY**

- 4.1 The salary schedule for the **Employee** is as follows and payable semi-monthly or at such frequency as **Employer** pays its other non-safety employees.

<u>Date</u>	<u>Annual Salary</u>
July 1, 2023	\$128,642
July 1, 2024	\$135,074

4.2 The **Employee** shall not be entitled to overtime pay. **Employee** shall earn his hourly pay when assigned as an overhead position, with an assigned "O" number, to an incident which exceeds 12 hours. He will receive the extra hourly pay for those hours assigned to the incident which are not his regular work week hours. **Employee** shall accept assignments to emergency incidents outside of the **Employer** only with prior approval from the Fire Chief.

4.2.1 The **Employer** shall have the right in its sole discretion to modify paragraph 4.2 upon thirty (30) days written notice to Employee.

SECTION V SICK LEAVE

5.1 Should **Employee** incur a non-duty sickness or disability they will receive sick leave with full pay to the extent of accumulated sick leave. Job-related disability shall not be charged to the accumulated sick leave of the employee.

5.2 The accrual for sick leave shall be 12 hours per month. **Employee** shall accumulate sick leave from the first day of employment and shall continue to do so until a maximum accumulation of 2880 hours. All unused sick leave, up to the cap, shall be carried forward from one fiscal year to the next.

5.3 Sick leave shall be converted to vacation at the rate of three hours of sick leave for one hour of vacation so that Employee will not exceed the cap of 2880 hours.

5.4 In order for sick leave with pay, Employee must:

- a. Report promptly to the Fire Chief the reason for the absence;
- b. Keep Fire Chief informed of **Employee's** condition if the absence is of more than 3 days duration;
- c. Permit the **Employer** to make such medical examinations as it may deem desirable; and,
- d. Upon request of the Fire Chief, furnish satisfactory evidence of incapacity upon return to duty from absences on sick leave.

A written report from a duly licensed and practicing physician, or other recognized practitioner stating the duration and extent of each incapacity shall be deemed satisfactory evidence of incapacity. No salary or wages shall be paid for any period of absence under this Section where the employee has failed to comply with the requirements of this subsection.

SECTION VI UNUSED SICK LEAVE

- 6.1 **Employee** shall be compensated in cash at the rate of one-quarter of the regular rate of pay for any unused accumulation of sick leave when **Employee** is permanently separated from service by resignation, death, retirement, service retirement, or discharge.

SECTION VII MEDICAL COVERAGE AND INSURANCE

- 7.1 **Employer** shall select the District Health Care Plan (“**DHCP**”). **Employee** shall choose their coverage option as shown below. The **Employer** paid portion (“**EPP**”) shall be 90% of the base cost. The base cost shall be determined annually by averaging the cost of the **DHCP**’s medical HMO plans after discarding the highest and lowest priced plans. **Employee** can apply the **EPP** to any available offered health plan in the **EPP**. **Employee** is responsible to pay all additional costs of health coverage over and above the **EPP**.

COVERAGE OPTIONS:

- a. Employee only coverage, or
 - b. Employee plus one coverage, or
 - c. Employee plus family coverage.
- 7.2 **Employer** shall obtain and pay for a Long-Term Disability (**LTD**) plan for **Employee**. The **LTD** plan shall be the same plan offered to the other employees of the **Employer**.
- 7.3 **Employee** shall receive term life insurance in the amount of \$150,000.
- 7.4 **Employer** shall provide to **Employee** a monthly supplemental benefit for dental, vision, and supplemental life insurance of \$260.00 per month. The supplemental benefit may be used by **Employee** to cover the **EPP** difference in Section 7.1. Any unused portion of the supplemental benefit has no cash value.

SECTION VIII RETIREMENT

- 8.1 **Employee** shall have the retirement benefits as set forth in the Public Employee’s Retirement System Miscellaneous Classic Tier 2 plan (Plan #23190):
- a. Section 2153 (2% at 60)
 - b. Section 20037 (Three-year final compensation)
 - c. Section 21571 (Fourth Level of 1959 Survivor Benefits)

SECTION IX HOLIDAYS

- 9.1 The following annual holidays shall be recognized:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veterans Day

Presidents Day
Memorial Day
Fourth of July
Columbus Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

- 9.2 “In-Lieu” Holiday - If the recognized holiday from Article 9.1 is observed on the **Employee’s** regular day off (**RDO**), the **Employee’s** “in-lieu” holiday will be on the preceding regularly scheduled workday. For example, if the **Employee’s RDO** is Friday, and the **Employer** recognizes the holiday on the same Friday, the “in-lieu” holiday is on Thursday. With permission from the Fire Chief, the employee may elect to observe the “in-lieu” holiday on the **Employee's** next regularly scheduled working day.

SECTION X FAMILY EMERGENCY

- 10.1 **Employee** may use sick leave with pay in the event of a family emergency to care for a serious illness or injury in the immediate family. **Employee** shall be granted up to three shifts off with pay if needed in any twelve-month period, but not to exceed accumulated sick leave. In the event of death in the immediate family of **Employee**, **Employee** shall be granted up to three shifts off with pay if need but not to exceed accumulated sick leave. The immediate family shall be defined as the spouse or registered domestic partner and children of the member; mother, father, brother, sister of the member, and those of the spouse or registered domestic partner.

SECTION XI VACATION

- 11.1 Vacation shall be earned at the following rate of hours annually:

0 - 2 years	40 hours
3 – 5 years	80 hours
6 – 9 years	160 hours
10 – 14 years	200 hours
15 – 19 years	240 hours
20+	300 hours

- 11.2 When **Employee** is separated from employment by resignation, death, retirement, or discharge, **Employee** will be compensated for all unused vacation time accumulated, at the regular rate of pay at the time of separation.
- 11.3 The maximum accumulated total which may be carried in vacation time from one fiscal year to the next is 40 hours, remaining balance of vacation hours will be cashed out at the regular rate of pay.
- 11.4 Vacation time is subject to staffing and project requirements and must be approved by the Fire Chief or Fire Chief’s designee.

- 11.5 **Employee** shall earn 40 hours Administrative Leave per year to be used outside of scheduled vacation time. Administrative Leave has no cash value and unused leave will not be carried from year to year.

SECTION XII UNIFORMS

- 12.1 Any protective clothing or protective devices required of **Employee** in the performance of his duties shall be furnished by the **Employer**, in accordance with State law and Cal/OSHA regulations.
- 12.2 The **Employer** has supplied **Employee** with five (5) regulation uniform shirts, one (1) regulation uniform pants, four (4) duty pants of **Employer's** choosing and a class "B" jacket. **Employer** will replace each piece of uniform as it becomes necessary, as determined by the Fire Chief. It is understood that **Employee** will be responsible for the normal care and maintenance of the uniform.

SECTION XIII TERMINATION OF EMPLOYMENT

- 13.1 This **MOU** shall terminate upon the occurrence of the earliest of any of the following events, without further liability by the **Employer** to **Employee**:
- a. Voluntary retirement or resignation by **Employee** with 30 days written notice;
 - b. Death of **Employee**, or disability totaling in excess of 4 months;
 - c. Discharge of **Employee** by **Employer** for "cause" as provided in Section 13.2;
 - d. Discharge of **Employee** by **Employer** other than for "cause" with 30-days written notice.
- 13.2 **Cause Definition:** **Employee** may be terminated by **Employer** with notice for "cause", as determined by the Board of Directors. The term "cause", as used herein with respect to the termination of employment, shall mean the following:
- a. **Employee's** incompetence or repeated failure or refusal to perform **Employee's** material obligations under this **MOU**;
 - b. **Employee's** inability or unwillingness to effectively implement and carry out the policies and directives of **Employer** as established by the Board of Directors thru the Fire Chief;
 - c. Fraud, theft, malfeasance, embezzlement or other misappropriation of **Employer** by **Employee**;
 - d. Breach of **Employee's** fiduciary duty of loyalty or other fiduciary duties to **Employer**;
 - e. Conduct by **Employee** which tends to bring embarrassment or disrepute to **Employer**; or

- f. Being charged in a court of competent jurisdiction with committing a felony or misdemeanor (other than simple traffic violations).

SECTION XIV GRIEVANCE PROCEDURE

14.1 **Definition:** A grievance or dispute is defined as an alleged violation of the express provisions of this **MOU** which personally and adversely affects **Employee**. A grievance shall not include any claim regarding the initiation or renewal of a **MOU**.

14.2 **General Provision:** All grievances shall be filed in writing within fifteen (15) days of the date on which **Employee** knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.

14.2.1 A written statement of grievance shall identify the specific provision or provisions of this **MOU** alleged to have been violated. Also, a statement of grievance shall set forth specific factual information which gives rise to the filing of the grievance.

14.2.2 Time limits provided for herein may be extended through mutual written consent of the parties.

14.2.3 Except where a grievance is resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of the **Employer** funds shall be subject to the written approval of the Fire Chief.

14.2.4 Parties to the grievance procedure shall be entitled to have a representative to act in his or her behalf at each step of the grievance procedure.

14.3 Procedures

14.3.1 The parties shall attempt to adjust all grievances on an informal basis between Employee and the Fire Chief.

14.3.2 If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, **Employee** shall submit the written grievance to the Board of Directors for the adjustment and/or decision. In order to be effective, the grievant's appeal to the Board of Directors regarding the grievance must be filed with the Board of Director's no later than five (5) days from the date on which the Fire Chief rendered his written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors.

Both the grievant, the grievant's representative, and the Fire Chief shall be given an opportunity to argue their position on the grievance to the Board of Directors prior to its

determination upon the merits of the grievance. The grievant and representative and the Fire Chief shall be notified in writing of the Board's decision on the grievance.

SECTION XV SAVINGS CLAUSE

- 15.1 If any section, subsection, subdivision, sentence, clause or phrase of this **MOU** is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this **MOU**.

SECTION XVI MANAGEMENT CLAUSE

- 16.1 **Employee** is considered as management under the Fair Labor Standards Act of 1985, Title 29 United States Code. **Employee** shall also be considered an exempt employee under California law.

SECTION XVII EDUCATIONAL INCENTIVE and CERTIFICATION LONGEVITY STIPEND

- 17.1 In addition to the salary set forth in Section 4.1 of this **MOU**, **Employee** shall be paid a monthly stipend for successful completion of the educational plan attached hereto as **Exhibit "B"** capped at 8% per year. This stipend shall be paid on a bi-weekly basis and included in the **Employee's** regular paycheck.
- 17.2 **Employee** shall be eligible for a longevity certification stipend upon completion of 5 years of employment with the **Employer** and successful attainment of the certifications as outlined in **Exhibit "B"** and capped at 2% per year.
- 17.3 The stipend shall be paid on a bi-weekly basis in the **Employee's** regular paycheck. Longevity Certification pay is not reportable to CalPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the **Employee's** basic hourly rate of pay pursuant to the Fair Labor Standards Act (FLSA).

SECTION XVIII DEFINED CONTRIBUTION PLAN

- 18.1 **Employer** shall offer all full-time employees a 457(b) plan.
- 18.2 **Employer** shall offer all employees a 401(a) plan. If **Employee** makes a minimum deposit of \$200 per month into a 457(b) plan, then the **Employer** will contribute 5% of that amount up to a maximum contribution of \$1000 per year into the 401(a) plan.

**SECTION XIX
MISCELLANEOUS TERMS**

- 19.1 This **MOU** shall be governed by a construed in accordance with the laws of the State of California.
- 19.2 Each party acknowledges that it has the opportunity to consult an attorney of its choice to explain the terms of this **MOU** and the consequences of its execution, and that any failure to consult with an attorney prior to executing this **MOU** shall not be grounds for invalidating the full force and effect of the executed **MOU**. This **MOU** shall not be interpreted for or against either party based on their roles in drafting this **MOU**.
- 19.3 This **MOU** may be executed in several counterparts and all so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all the parties are no signatory to the original or same counterpart.

SIGNATURES ON NEXT PAGE

Signature Page

WITNESS THEREOF: The parties hereto have executed this Memorandum of Understanding between Jason McBroom and the Board of Directors of the Alpine Fire Protection District:

ALPINE FIRE PROTECTION DISTRICT

Steve Taylor, President

Date

Tim Mehrer, Secretary

Date

EMPLOYEE

Jason McBroom

Date

Exhibit “B” – Educational Incentive/Longevity Certification Pay

Educational Incentive

Education	Percent
CSFM Fire Prevention I	1%
CSFM Fire Prevention II	1%
CSFM Fire Prevention III	1%
CSFM Plans Examiner	2.5%
CSFM Fire Marshal	2.5%

Longevity Certification Pay

Certification	Percent
PIO-F	1%
CSFM Fire Officer	1%

***** FIRE CHIEF MAY SIGN OFF AS EQUALIVANT MEETING THE REQUIRED EDUCATION REQUIREMENTS
IN LIEU OF CSFM CERT. *****

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALPINE FIRE PROTECTION DISTRICT
AND
FIRE CHIEF
BRIAN BOGGELN



July 1, 2023 – June 30, 2025

SECTION I INTENT AND PURPOSE

- 1.1 It is the intent and purpose of this Memorandum of Understanding (“**MOU**”) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between Brian Boggeln (“**Employee**”) and the Alpine Fire Protection District (“**District**”).
- 1.2 This agreement is entered into by the parties hereto in anticipation that the California Legislature will provide funding over and above the Employer’s portion of the 1% Tax Base in an amount nearly equal to the employer’s fiscal year 1978/79. In the event such additional funding which would make payment of the employer’s obligation impossible, then this agreement, to the extent that it is affected by lack of adequate funding, shall release the Employer of its obligations to maintain the salary schedule and employee benefits otherwise agreed to herein.

SECTION II TERM

- 2.1 **Employee** is currently the Fire Chief for **District**. The effective date of this **MOU** shall be July 1, 2023, and shall run through June 30, 2025. **Employee** may terminate their employment with **District** at any time, with or without reason by giving advanced written notice to **District**. **District** may terminate the employment of **Employee** at any time, with or without reason by written notice to **Employee**. This is called “at-will” employment. Nothing contained herein shall modify **District**’s right to terminate **Employee** for cause.

No one other than the Board of Directors can enter into an agreement relating to employment for a specified period of time or make any agreement or representations contrary to this Section and then only by written amendment to this **MOU**.

SECTION III JOB DESCRIPTION

- 3.1 The duties of the **Employee** are as outlined in the job description adopted by the **Employer** and can be found in Alpine Fire Protection District Policy #903 – Job Classifications. **Employee** shall report to the Board of Directors. The **District** through the Board of Directors may from time to time amend the job description and/or prioritize job duties of the **Employee**.

SECTION IV SALARY

- 4.1 The salary range for the annual compensation of the Fire Chief shall be between \$157,946 and \$190,750. The salary for **Employee**, effective July 1, 2023, shall be \$179,361. The Board of Directors shall set the salary within the aforementioned range on at least an annual

basis. **Employee** and **District** agree that the salary set by the Board of Directors could cause the existing salary to increase or remain the same, but it shall not fall below or exceed the range set forth in this paragraph 4.1. The salary for **Employee**, effective July 1, 2024, shall be \$190,122.

4.2 The **Employee** shall not be entitled to overtime pay. **Employee** shall earn their hourly pay when assigned as an overhead position, with an assigned “O” number, to an incident which exceeds 12 hours. **Employee** will receive the extra hourly pay for those hours assigned to the incident which are not his regular work week hours.

4.2.1 The **District** shall have the right in its sole discretion to modify paragraph 4.2 upon thirty (30) days written notice to **Employee**.

SECTION V SICK LEAVE

5.1 Should **Employee** incur a non-duty sickness or disability they will receive sick leave with full pay to the extent of accumulated sick leave. Job related disability shall not be charged to the accumulated sick leave of the employee.

5.2 The accrual for sick leave shall be 12 hours per month. **Employee** shall accumulate sick leave from the first day of employment and shall continue to do so until a maximum accumulation of 2880 hours. All unused sick leave, up to the cap, shall be carried forward from one fiscal year to the next.

5.3 Sick leave shall be converted to vacation at the rate of three hours of sick leave for one hour of vacation so that **Employee** will not exceed the cap of 2880 hours.

5.4 In order to be eligible for sick leave with pay, **Employee** must:

- a. Report promptly to the Board President the reason for the absence;
- b. Keep the Board President informed of **Employee’s** condition if the absence is of more than 3 days duration;
- c. Permit the **District** to make such medical examinations as it may deem desirable; and,
- d. Upon request of the Board President, furnish satisfactory evidence of incapacity upon return to duty from absences on sick leave.

A written report from a duly licensed and practicing physician, or other recognized practitioner stating the duration and extent of each incapacity shall be deemed satisfactory evidence of incapacity. No salary or wages shall be paid for any period of absence under this Section where the **Employee** has failed to comply with the requirements of this subsection.

**SECTION VI
UNUSED SICK LEAVE**

6.1 **Employee** shall be compensated in cash at the rate of one-quarter of the regular rate of pay for any unused accumulation of sick leave when **Employee** is permanently separated from service by resignation, death, retirement, service retirement, or discharge.

**SECTION VII
MEDICAL COVERAGE AND INSURANCE**

7.1 **District** shall select the District Health Care Plan (“DHCP”). **Employee** shall choose their coverage option as shown below. The Employer paid portion (“**EPP**”) shall be 90% of the base cost. The base cost shall be determined annually by averaging the cost of the DHCP’s medical HMO plans after discarding the highest and lowest priced plans. **Employee** can apply the **EPP** to any available offered health plan in the **EPP**. **Employee** is responsible to pay all additional costs of health coverage over and above the **EPP**.

COVERAGE OPTIONS:

- a. Employee only coverage, or
- b. Employee plus one coverage, or
- c. Employee plus family coverage.

7.2 **District** shall obtain and pay for a Long-Term Disability (LTD) plan for **Employee**. The LTD plan shall be the same plan offered to the other employees of the **District**.

7.3 **Employee** shall receive term life insurance in the amount of \$150,000.

7.4 **District** shall provide to **Employee** a monthly supplemental benefit for dental, vision, and supplemental life insurance of \$260.00 per month. The supplemental benefit may be used by **Employee** to cover the **EPP** difference in Section 7.1. Any unused portion of the supplemental benefit has no cash value.

**SECTION VIII
RETIREMENT**

8.1 **Employee** shall have the retirement benefits as those granted to other safety employees hired on or before December 31, 2011, and the following retirement benefits shall apply:

a	3% @ 50	Govt. Code Sec. 21362.2
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024

d	<u>Employer Paid Contribution</u> <u>Employee Paid Contributions</u> <u>Employee to pay an additional 1%</u>	Govt. Code Sec. 20636 (c) (4) 0% of Members Contribution paid by District 10% paid by employee
e	Single Highest Year Benefit	Govt. Code Sec. 20042
f	Sick Leave Credit	Govt. Code Sec. 20965

SECTION IX HOLIDAYS

9.1 The following annual holidays shall be recognized:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Columbus Day	

9.2 “In-Lieu” Holiday - If the recognized holiday from Article 9.1 is observed on the **Employee’s** regular day off (**RDO**), the **Employee’s** “in-lieu” holiday will be on the preceding regularly scheduled workday. For example, if the **Employee’s RDO** is Friday, and the **Employer** recognizes the holiday on the same Friday, the “in-lieu” holiday is on Thursday. With permission from the Fire Chief, the employee may elect to observe the “in-lieu” holiday on the **Employee’s** next regularly scheduled working day.

SECTION X FAMILY EMERGENCY

10.1 **Employee** may use sick leave with pay in the event of a family emergency to care for a serious illness or injury in the immediate family. **Employee** shall be granted up to three shifts off with pay if needed in any twelve-month period, but not to exceed accumulated sick leave. In the event of death in the immediate family of **Employee**, **Employee** shall be granted up to three shifts off with pay if need but not to exceed accumulated sick leave. The immediate family shall be defined at spouse and children of the member; mother, father, brother, sister of the member, and those of the spouse.

SECTION XI VACATION

11.1 Vacation shall be earned at the following rate of 200 hours annually.

11.2 When **Employee** is separated from employment by resignation, death, retirement, or discharge, **Employee** will be compensated for all unused vacation time accumulated, at the regular rate of pay at the time of separation.

- 11.3 The maximum accumulated total which may be carried in vacation time from one fiscal year to the next is 72 hours, remaining balance of vacation hours will be cashed out at the regular rate of pay.
- 11.4 **Employee** shall earn 40 hours Administrative Leave per year to be used outside of scheduled vacation time. Administrative Leave has no cash value and unused leave will not be carried from year to year.
- 11.5 Vacation time and administrative leave are subject to staffing and project requirements. The Fire Chief shall notify the Board of Directors of leave and ensure **District** coverage is provided for.

SECTION XII UNIFORMS

- 12.1 Any protective clothing or protective devices required of **Employee** in the performance of his duties shall be furnished by the **District**, in accordance with State law and Cal/OSHA regulations.
- 12.2 The District has supplied **Employee** with five (5) regulation uniform shirts, one (1) regulation uniform pants, four (4) duty pants of **District's** choosing and a class "B" jacket. **District** will replace each piece of uniform as it becomes necessary, as determined by the Fire Chief. It is understood that **Employee** will be responsible for the normal care and maintenance of the uniform.

SECTION XIII TERMINATION OF EMPLOYMENT

- 13.1 This **MOU** shall terminate upon the occurrence of the earliest of any of the following events, without further liability by the **District** to **Employee**:
- a. Voluntary retirement or resignation by Employee with 30 days written notice;
 - b. Death of Employee, or disability totaling in excess of 4 months;
 - c. Discharge of Employee by **District** for "cause" as provided in Section 13.2;
 - d. Discharge of Employee by **District** other than for "cause" with 30-days written notice.
- 13.2 **Employee** may be terminated by **District** with notice for "cause", as determined by the Board of Directors. The term "cause", as used herein with respect to the termination of employment, shall mean the following:
- a. **Employee's** incompetence or repeated failure or refusal to perform **Employee's** material obligations under this **MOU**;
 - b. **Employee's** inability or unwillingness to effectively implement and carry out the policies and directives of **District** as established by the Board of Directors;

- c. Fraud, theft, malfeasance, embezzlement or other misappropriation of District by **Employee**;
 - d. Breach of **Employee's** fiduciary duty of loyalty or other fiduciary duties to **District**;
 - e. Conduct by **Employee** which tends to bring embarrassment or disrepute to District;
or
 - f. Being charged in a court of competent jurisdiction with committing a felony or misdemeanor (other than simple traffic violations).
- 13.3 If this MOU is terminated as provided in Section 13.1, the following shall apply with respect to compensation:
- a. If employment is terminated pursuant to Section 13.1a, **Employee** shall be entitled to any salary or other benefits accrued through the effective date of the termination;
 - b. If employment is terminated pursuant to Section 13.1b, 13.1d or 13.1e, **Employee** shall be entitled to any salary or other compensation accrued through the effective date of termination and base salary for a period of six (6) months;
 - c. If employment is terminated pursuant to Section 13.1c, **Employee** shall be paid for salary or other compensation only through the date of immediate discharge and **District** shall have no further liability to Employee.

SECTION XIV GRIEVANCE PROCEDURE

- 14.1 A grievance or dispute is defined as an alleged violation of the express provisions of this Memorandum of Understanding which personally and adversely affects **Employee**. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding.
- 14.2 All grievances shall be filed in writing within fifteen (15) days of the date on which **Employee** knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- 14.2.1 A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.
- 14.2.2 Time limits provided for herein may be extended through mutual written consent of the parties.
- 14.2.3 Parties to the grievance procedure shall be entitled to have a representative to act in his or her behalf at each step of the grievance procedure.

**SECTION XV
SAVINGS CLAUSE**

- 15.1 If any section, subsection, subdivision, sentence, clause or phrase of this **MOU** is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this **MOU**.

**SECTION XVI
MANAGEMENT CLAUSE**

- 16.1 **Employee** is considered as management under the Fair Labor Standards Act of 1985, Title 29 United States Code. **Employee** shall also be considered an exempt employee under California law.

**SECTION XVII
EDUCATIONAL INCENTIVE and CERTIFICATION LONGEVITY STIPEND**

- 17.1 In addition to the salary set forth in Section 4.1 of this **MOU**, **Employee** shall be paid a monthly stipend for successful completion of the educational plan attached hereto as **Exhibit "A"** capped at 8% per year. This stipend shall be paid on a bi-weekly basis and included in the **Employee's** regular paycheck.
- 17.2 **Employee** shall be eligible for a longevity certification stipend upon completion of 5 years of employment with the **District** and successful attainment of the certifications as outlined in **Exhibit "A"** and capped at 2% per year.
- 17.3 The stipend shall be paid on a bi-weekly basis in the **Employee's** regular paycheck. Longevity Certification pay is not reportable to CalPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the **Employee's** basic hourly rate of pay pursuant to the Fair Labor Standards Act (FLSA).

**SECTION XVIII
DEFINED CONTRIBUTION PLAN**

- 18.1 **District** shall offer all full-time employees a 457(b) plan.
- 18.2 **District** shall offer all employees a 401(a) plan. If **Employee** makes a minimum deposit of \$200 per month into a 457(b) plan, then the **District** will contribute 5% of that amount up to a maximum contribution of \$1000 per year into the 401(a) plan.

**SECTION XIX
DISTRICT VEHICLE**

- 19.1 Due to the requirements by **District** that the **Employee** is able to respond to emergencies from their home, **District** shall provide **Employee** with use of a **District** vehicle.

Employee's use of the **District** vehicle shall be subject to all rules and regulations established by **District**. **Employee's** use of the **District** vehicle may be revoked or suspended for non-compliance with District's rules and regulations.

**SECTION XX
MISCELLANEOUS TERMS**

- 20.1 This **MOU** shall be governed by a construed in accordance with the laws of the State of California.
- 20.2 Each party acknowledges that it has the opportunity to consult an attorney of its choice to explain the terms of this **MOU** and the consequences of its execution, and that any failure to consult with an attorney prior to executing this **MOU** shall not be grounds for invalidating the full force and effect of the executed **MOU**. This **MOU** shall not be interpreted for or against either party based on their roles in drafting this **MOU**.
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SIGNATURES ON NEXT PAGE

Signature Page

WITNESS THEREOF: The parties hereto have executed this Memorandum of Understanding between Brian Boggeln and the Board of Directors of the Alpine Fire Protection District:

| **ALPINE FIRE PROTECTION DISTRICT**

Steve Taylor, President

Date

Tim Mehrer, Secretary

Date

EMPLOYEE

Brian Boggeln

Date

Exhibit “A” – Educational Incentive/Longevity Certification Pay

Educational Incentive

Education	Percent
Fire Science Associates Degree	1%
Bachelor’s Degree – Fire and Emergency Services	6%
CSFM Chief Officer	1%

Longevity Certification Pay

Certification	Percent
Current Paramedic License	1%
CSFM Strike Team Leader	1%