



**MINUTES of the Regular Meeting of the Pliocene Ridge CSD
Board of Directors
Date: Thursday April 15, 2021 6:30 pm
Locations: Station 2 in Alleghany**

1. CALL TO ORDER: The meeting was called to order at 6:34 pm by President Guyer. Board members present Daniel Guyer, Larry Allen, Grace Knowles and Chris Mills. Bruce Coons had reported that he could not attend. Also present were District Chief Chris Dorn and Alleghany Assistant Chiefs David Arbogast and Ned Cusato, AVFD non-profit President Jan Sticha and board member Coral Spencer. PCVFD non-profit Treasurer Denise Ruane. Public present: Vicky Tenney. Secretary Rae Bell Arbogast was present and took the minutes. The flag salute was waived.

2. CONSENT CALENDAR:

Agenda, Minutes and Treasurer's report

**A motion was made to approve the consent calendar by Chris Mills, 2nd by Larry Allen
Ayes: Allen, Guyer, Knowles & Mills Nays: none Absent: Coons Abstain: none ~ Motion carried.**

3. PUBLIC COMMENT: None

4. INFORMATION/DISCUSSION ITEMS

a) *Correspondence*

Another NFPA survey was received, filled out and sent back, an update was submitted to the CDF database as it still showed Mark Jokerst as the contact for PRCSD. The form 700s were mailed to the Sierra County Clerk Recorder's office. [It was reported at the meeting that there was no correspondence, but it was in fact provided in writing in the meeting packet.]

b) *Committee/Member/Business Reports:*

1. *Station 71 Chief's report* ~ Assistant Chief David Arbogast reported that there had been one medical call since the last meeting. It was a rendezvous with SNMH ambulance at the Pike Firehouse. Both departments have gone to a weekly training schedule. They have been training on the new Pike engine.

2. *Station 67 Chief's report:* ~ Chief Dorn reported that Pike had a lot of calls since the last meeting: One was a fire within the district's boundaries, Forest Service first on scene, Pike's water tender handled most of the call. It was approx. 4 acres. The Forest Service pulled the hose lay out today [April 15th] They had left it in place as a precaution. The Pike Fire Dept. also had gone on two other wildland calls, one in North San Juan and one in Camptonville which was a structure fire to wildland. Camptonville Fire Dept. stayed on the structure which was a complete loss. Pike and NSJ handled the wildland fire. The new Pike engine was instrumental in getting the fire under control. They also had two medical calls (the one mentioned above and another one at the same address which was an ALS transport).

Chief 67 also reported that he had recently spoken to Downieville Fire Chief Marty Creel about the knox box program. This would be a good program to put in place in our district. It is a voluntary program wherein property owners with gates agree to have a secure box with a special key that the fire dept. can access on their gate. This makes it easier for emergency vehicles to gain access to gated properties. He wanted it on the May agenda to adopt such a program.

3. *AVFD Inc. Non-Profit Corp:* ~ AVFD President Jan Sticha reported that they are putting together a bake sale for Clamper's weekend. It is time to get their nomination requests and ballots out in the mail. They voted to remove Lynn from the MOU Ad Hoc committee and replaced her with Coral Spencer.

4. *PCVFD Non-Profit Corp: report* ~ President Roland Robertson's report was provided in writing as he could not attend the meeting.

5. *Firewise Community Certification Project* ~ In addition to the report provided in writing, Chief Dorn brought the recently delivered signs for Pike. He reported that an encroachment permit from the County will have to be obtained before the signs can be installed. The permit will be for both Alleghany and Pike since Alleghany's approval is expected soon.

6. *Risk Manager Report:* No report.

7. *Board Member/Staff reports:* Reports provided in writing (attached to these minutes).

5. ACTION ITEMS

a) Unfinished Business

1. *Bylaws-Policies* – Draft revisions to Policy 2070 disposition of assets and 1020 updated job descriptions were included in the packets. After a discussion which noted that the policies are continuously being updated, **a motion was made to accept the changes as presented by Larry Allen 2nd by Chris Mills Ayes: Allen, Guyer, Knowles & Mills Nays: none Absent: Coons Abstain: none ~ Motion carried.**

2. *Firehouse projects and ADA compliance:* Report provided in writing.

3. *Pending grants:* As an update to the written report, Ned Cusato reported that he spoke to Lee Brown of Sierra County OES that day. He is looking at a siren with a 360 degree speaker so it will broadcast in all directions. Lee just needs a picture of where the control panel will go in order to finish his paperwork. Ned will send him a copy.

Vicky Tenney reported that she verified that the dispatchers cannot remotely turn off the siren at Station 1. She is following up to see what needs to be done to fix it.

4. *Status of MOU between the district and the non-profit corporations:* Jan Sticha reported that the AVFD non-profit board is OK with MOU in its current state, but they also would like to have the district's insurance company review it before they sign it. A copy will be sent to the insurance company. **The Pliocene Ridge CSD board made a motion to adopt the MOU in its current form. Motion made by Larry Allen 2nd by Chris Mills Ayes: Allen, Guyer, Knowles & Mills Nays: none Absent: Coons Abstain: none ~ Motion carried.**

5. *Status of Pike Fire Dept. fire truck purchase.* It was noted that this item had inadvertently been left off the March agenda. The PCVFD non-profit corporation came forward and paid for the truck 100%! This represents a donation of \$15,000 to the fire department/district. It was reported that the truck has been added to the district's insurance and is in Pike. **A motion to gratefully accept the donation of the firetruck 6760 from the PCVFD non-profit corporation was made by Larry Allen 2nd by Grace Knowles Ayes: Allen, Guyer, Knowles & Mills Nays: none Absent: Coons Abstain: none ~ Motion carried.**

6. *Status of signature card at bank:* President Guyer took the paperwork to the bank after the last board meeting. Director Allen reported that he had gone to the bank and filled out the paperwork that they wanted from him as a new board member. Forms were handed out that needed to be completed and Secretary Arbogast would return them to the bank.

7. *Status of ability to hold board meetings at the Pike Firehouse* ~ After a discussion it was decided that Chris Dorn would investigate what it would take to get heat in the single engine bay where the rescue truck is parked. This will be the first step towards getting the space in compliance for board meetings. In the meantime, since it is spring the next meeting will be held at the Pike Firehouse on the ground level, either outside or in the engine bay.

b) New Business

1. *Proposed Revisions to Rae Bell's contract for services.* Draft revisions were presented in the meeting documents. After a short discussion, a motion was made and seconded to adopt the changes, Denise Ruane presented the board with a spreadsheet that she had prepared (attached to the minutes) to emphasize her opinion that no additional pay for the contracted position is acceptable. She explained that there are caps on the amount of pay increases permitted for employees of special districts and provided examples of other entities with larger budgets that pay a much lower percentage of their revenue for administrative staff. **After further discussion, a motion was made to table the decision by Larry Allen 2nd by Chris Mills Ayes: Allen, Guyer & Mills Nays: none Absent: Coons Abstain: Knowles ~ Motion carried.**

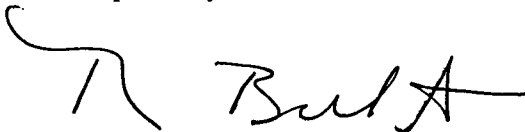
2. *CDF 50/50 grant application.* Rae Bell reported that she had been in communication with the chiefs regarding what to purchase for the 21/22 grant cycle. It had been decided to apply for two more sets of structure turn-outs for Alleghany. She was still waiting for a decision on what to order for Pike. She explained that per district policy the Chief and staff can submit the application. Board approval is required as part of the final paperwork after it is determined if funding has been awarded. It will also be included in the preliminary budget documents.

ANNOUNCEMENTS, NEXT MEETING DATE & AGENDA ITEMS The next regular meeting is scheduled for May 20, 2021 in Pike. Preliminary Budget presentation and Knox Box program to be on the agenda.

ADJOURNMENT:

There being no further business before the board, the meeting was adjourned at 7:20 PM.

Respectfully submitted,



Rae Bell Arbogast
Secretary



Pliocene Ridge Community Services District

100 Pike City Road
Pike City, CA 95960

plioceneridge.org

plioceneridge@gmail.com

CERTIFICATE OF POSTING

I, Rae Bell Arbogast certify that the following document was posted on behalf of Pliocene Ridge CSD, Sierra County California:

Regular Meeting Agenda Meeting date: 4/15/21

In the following location(s):

Alleghany Post Office Bulletin Board, The Alleghany Firehouse, plioceneridge.org, emailed to agenda list. ~~Jim to post at Pike Firehouse~~

On 4/12/21 (date)

A copy of which is attached hereto and by reference made a part hereof.

Signed under penalty of perjury: X

Rae Bell Arbogast



Piocene Ridge Community Services District

100 Pike City Road
Pike City, CA 95960

pioceneridge.org

pioceneridge@gmail.com

NOTICE OF REGULAR MEETING OF THE BOARD OF DIRECTORS

April 15, 2021 6:30 pm

Alleghany Firehouse Station 2 ~ 514 Miners Street Alleghany

1. ESTABLISH QUORUM, CALL TO ORDER

2. CONSENT CALENDAR

- a) Approval of Agenda
- b) Approval of Minutes for March 18, 2021
- c) Approval of Treasurer's report for March 2021

3. PUBLIC COMMENT: Complaints about individuals are to be submitted in writing per Article II section 15 of the bylaws. The public may be heard before or during the consideration of any agenda item to be considered by the board, subject to reasonable time limitations for each speaker. Members of the public may address matters under the jurisdiction of the Board of Directors, and not on the posted agenda, provided that no action shall be taken by the board unless the matter is deemed urgent by a 2/3 vote.

4. INFORMATION/DISCUSSION ITEMS, STAFF &/OR COMMITTEE REPORTS

- a) Correspondence
- b) Committee/Member/Business Reports:
 1. Station 71 Chief's report
 2. Station 67 Chief's report
 3. AVFD Inc. non-profit corporation
 4. PCVFD non-profit corporation
 5. Firewise projects
 6. Board Member/Staff Reports - Ethics & Harassment Prevention training due in May.

5. ACTION ITEMS:

- a) Unfinished business:
 1. Ongoing Bylaws & Policy review and/or update: Proposed changes to policy 1020 and 2070
 2. Firehouse Projects & ADA Compliance – written report provided.
 3. Pending Grants – Homeland Security, CDF 50/50, USDA Alleghany firehouse project- in item 2 above.
 4. MOU between the District and the non-profit corporations. Report from both non-profits regarding their board's decision about the most recent version of the MOU.
 5. Status of Pike Fire Dept. fire truck purchase.
 6. Status of signature card at bank.
 7. Status of ability to hold board meetings at the Pike Firehouse in light of ADA concerns (see March minutes for more info)
- b) New business
 1. Review proposed revisions to Rae Bell's contract for services. Current contract ends 6/30/2021
 2. New CDF 50/50 grant cycle is upon us, deadline to apply is May 4th.

6. ANNOUNCEMENTS, NEXT MEETING DATE & AGENDA ITEMS ~

Next meeting date May 20, 2021 location TBD agenda item: FY 21/22 Preliminary budget presentation.

7. ADJOURNMENT Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. Please make your request to District Secretary, 100 Pike City Rd, Pike CA 95960 or pioceneridge@gmail.com specifying your disability and the format in which you would like to receive this Agenda and future Agendas as well.



Pine Ridge Community Services District

Serving the Communities of Allegheny, Forest City and Pike City
 10000 Forest City Road
 Forest City, CA 95960
 www.pineridge.org

Financial Statement Report for March 2021

Beginning Checking Account Balance \$ 2,994.92

DEPOSITS

| Date | From: | For: | Amount |
|-----------------------|-------|------|-------------|
| Deposits Total | | | \$ - |

EXPENDITURES

| Ck # | Date | To: | For: | Amount |
|------|------|----------------------------|--|-----------|
| EFT | 3/5 | PG&E | (detail below) | \$ 525.42 |
| | | | PG&E Allegheny Firehouse Station 1 | \$ 89.34 |
| | | | PG&E Pike Firehouse | \$ 53.73 |
| | | | Streetlights - Forest | \$ 17.16 |
| | | | Streetlights - Allegheny | \$ 365.19 |
| 2582 | 3/2 | AT&T | Phones Pike and Allegheny firehouses split 50/50 | \$ 43.83 |
| 2583 | 3/2 | Suburban Propane | Allegheny Station 1 | \$ 473.40 |
| 2584 | 3/23 | McMurchie Law Firm | Legal fees MOU with non-profits | \$ 945.00 |
| 2585 | 3/23 | Sierra County Public Works | fuel tax Allegheny | \$ 22.45 |

Expenditures/transfers Total \$ 2,010.10

| Reserve Account Detail | |
|------------------------------|---------------------|
| Contingency | \$ 24,500.00 |
| Allegheny Fire Unallocated | \$ 3,000.00 |
| Allegheny Dispatch Office | \$ 700.00 |
| Allegheny equipment | \$ 1,261.84 |
| Pike City Fire Unallocated | \$ 7,000.00 |
| Streetlights | \$ 5,195.48 |
| Pike City Firehouse | \$ 3,064.76 |
| Pike City Engines | \$ 5,188.60 |
| Allegheny Firehouse | \$ 1,409.37 |
| Allegheny Engines * | \$ 15,770.39 |
| Interest Earned | \$ 14.91 |
| Reserve Account Total | \$ 67,105.35 |

* \$8,000 for Allegheny vehicle purchase only

Ending Checking Account Balance \$ 984.82

Starting Savings account balance \$ 23,313.32
 transfer from checking

interest earned \$ 1.47

Ending Savings Account Balance \$ 23,314.79

General Fund (accounts listed above) Total \$ 24,299.61

Reserve account Starting Balance \$ 67,100.38

interest earned \$ 4.97

Reserve account Ending Balance \$ 67,105.35

Report prepared by Rae Bell, Treasurer

Total ALL FUNDS \$ 91,404.96

Verified against bank statement and QB balances by: X

Name Printed

Note: Savings and Fund accounts are reconciled quarterly.

title



Pliocene Ridge CSD District Manager's report

Meeting date 4/15/2021

Agenda item: 4. b) 4. PCVFD non-profit report: Roland reported that they had their April meeting a week early because he will be gone. They are continuing to work on the name change as-well-as the June newsletter to go out in May. June is their annual membership meeting, they are working on that. Agenda item 5.a 4 MOU Roland reported that his board discussed it at their recent meeting and they are OK with signing it "as is" but they want the insurance company to look at it before it is signed.

Agenda item: 4. b) 6 Staff report non-agenda items:

On Friday April 9th PRCSD staff members Chris Dorn, Ned Cusato and Rae Bell met by phone with Brianna of the National Forest Foundation regarding partnering up on grant proposals for the Trapper Fuels reduction Project. Approximately 80% of the Trapper Project falls within Pliocene Ridge CSD's Jurisdiction, primarily in the Pike area. The remainder of the project area abuts Camptonville and Goodyears Bar. We discussed evacuation routes as a high priority along with reducing fuel loads in the steep canyons of Oregon Creek and the Middle Fork.

The National Forest Foundation is a non-profit partner of the U.S. Forest service that writes grants for them (who knew the Federal Government applies for CDF grants?) and they also facilitate the work by hiring sub-contractors. Their website is: nationalforests.org

For the 2021 grant cycle they are focusing on a project in the Sierraville area. The goal is to apply for a project in the Trapper Project area for the 2022 grant cycle. These are Forest Resiliency and Fuel reduction grants that are being funded by CDF. It takes about a year's worth of planning to apply, so hopefully this will be a win-win and we can utilize the help of the non-profit's paid staff to meet some of the firewise objectives for Pike.

Agenda item 4b 5. Firewise Projects

Pike Firewise Community: The revised 3-year action plan was submitted on 3/19/2021 and certification was granted on March 31, 2021 making Pike the second Sierra County community to obtain certification.

Alleghany Firewise Community: The action plan was submitted to Pat Leach of the Nevada County Firesafe council on 3/19/2021. Alleghany's application was completed on April 8th and is pending.

Facebook pages have been launched for both firewise communities.

Request for Title III \$ for Firewise admin. The 45-day public comment period ends on April 23rd so hopefully final approval will happen at the April 27th Board of Supervisor's meeting.

Agenda item 5.a 1. Policies & Procedures

I did not have time to put the policy together for the non-rental firehouse use as discussed last month. I did however, revise policy 2070 for the disposition of fixed assets and I updated Policy 1020 Administrative duties. Draft copies are included in the meeting documents for board consideration.

Agenda item 5.a 2. Firehouse projects and ADA compliance

Pike Firehouse ADA Compliance: Nothing new to report

Alleghany Firehouse ADA Compliance: DMCE was only willing to provide an estimate for the concrete work. Their estimate is \$44,529 (compared to the other one for \$50,000) but it does not include the grading.

We are still looking at options for hiring other help so that we can revise the budget. It doesn't look like we will be able to break ground this year.

Agenda item 5.a 3 Pending Grants

Homeland security grants: The siren test was conducted on 3/26/21 and we asked Lee Brown if speakers can be placed on both ends of Station 2. He has not responded as of this writing.

We also followed up on Pike's approved request for air bags and a thermal imaging camera. Those items were approved with the Siren for Alleghany a couple of years ago. As of the date of this writing we haven't heard back.

CDF Fireman's assistance 50/50 grant for the 20-21 cycle: Everything has been ordered. The final invoice for the 2020 grant must be dated no later than June 30th and submitted by September 1st.

Agenda item 5. b)1 50/50 CDF grant (now called the Rural Capacity Grant) The new application for the 21-22 cycle is out. The deadline to apply is May 4th. I was mistaken last month when I said that the resolution to apply needed to be on this month's agenda. The resolution is done after the notice of award. We will have a list together with a budget amount in time for the meeting.

Correspondence:

Another NFPA survey was received, filled out and sent back, an update was submitted to the CDF database as it still showed Mark Jokerst as the contact for PRCSD. The form 700s were mailed to the Sierra County Clerk Recorder's office.

Secretary

The Secretary shall be the Clerk of the Board and is duly authorized by the Board to carry out the duties incidental to that position. The Secretary shall:

1. Record the minutes of all board meetings.
2. Act as Official Record Keeper for the District and ensure that records are maintained per district policy & in compliance with State Statutes including public access to public records plus secure storage of confidential records.
3. Prepare agendas and meeting packets while ensuring that all meetings are posted in compliance with the Brown Act.
4. Prepare routine correspondence such as thank you letters and other day-to-day correspondence of a managerial nature in conjunction with other staff. (Shall assist staff with correspondence as requested or initiated).
5. Prepare Official Correspondence as directed by the board.
6. Report all correspondence since the last meeting at each regular meeting of the Board.
7. ~~Assist the Board and Fire Chiefs with the development and ongoing review of District Bylaws, Policies & Procedures and Standard Operating Guidelines and an employee handbook.~~
MOVE TO DISTRICT MANAGER POSITION
8. Prepare Resolutions as needed for Board approval and maintain a master file of all resolutions.
9. Maintain a Master Calendar and Contact list for the District Board and Staff.
10. ~~Maintain and update the district website: ie post all agendas and notices, update board positions etc.~~ **MOVE TO DISTRICT MANAGER POSITION**
11. Prepare and file the Secretary of State information filings as needed (whenever there is a change in Board members or Officers).
12. Perform other duties as requested by the Board.

NO Proposed changes to the Streetlight Manager, Risk Manager or Treasurer's duties.

Position below is entirely new.

District Manager:

The District Manager shall:

1. Assist the Board and Fire Chiefs with the development and ongoing review of District Bylaws, Policies & Procedures and Standard Operating Guidelines and an employee handbook.

2. Be responsible for pursuing additional funding sources for the district, including grants and donations. Including the preparation of grant applications and all required documents for board approval.

3. Facilitate the district's support of the firewise community efforts for both the Pike and Alleghany Firewise Communities (see resolution # 2020-077).

4. Be responsible for developing and implementing a public relations campaign for the district.

5. Maintain the district's website.

5. Be authorized to sign documents related to board approved actions such as grant applications and documents related to the acquisition and disposition of assets.

6. Perform other duties as may be deemed necessary or delegated by the Board of Directors



ADMINISTRATIVE POSITIONS & DUTIES

This policy provides a "list" of the tasks required to operate the district. Due to the limited resources available to the district, the board is encouraged to adjust job duties as needed to accommodate both the desires and the abilities of available staff members.

Pliocene Ridge CSD designates the highest level of Officers, including the Fire Chiefs, Treasurer & Secretary and District Manager to fulfill the duties of "General Manager" as required by Gov code section 61050 and as set forth in the district's job descriptions and Policies & Procedures. Due to budget constraints the district is not able to hire a sole individual for this position as mandated by Gov code section 61050. Additionally, there is no desire to create a staff position that oversees the Fire Chief(s). The District Manager and Fire Chief(s) work in tandem and answer directly to the Board of Directors.

Fire Chiefs

The Fire Chiefs shall serve as the General Managers for their respective departments and are duly authorized by the Board to carry out all duties incidental to that position. The Fire Chiefs shall:

1. Appoint all officers below the position of chief within their dept.
2. Act as Officer in Charge when in the response area.
3. Delegate responsibility as appropriate.
4. Be responsible for the maintenance of all vehicles assigned to their Station.
5. Be responsible for the maintenance of their department's equipment and property.
6. Be responsible for the training of fire dept personnel including retaining training sign-in sheets.
7. Adhere to the district's policies and procedures.
8. Be authorized to take action sufficient to address an emergency and report those actions outside established policy and procedures to the Board at the next regular meeting. See Purchasing Policy #2030
9. Assist with the ongoing review and revision of Standard Operating guidelines for district personnel.
10. Assist in the development and implementation of a personnel handbook.

11. Maintain inventory control in conjunction with the Treasurer and Risk Manager.
12. Be authorized to sign documents related to board approved actions such as the acquisition and disposition of assets and mutual aid agreements.
12. Be authorized to approve non-district community use of the firehouses per district policy # 1052 (to be developed)
13. Perform other duties as may be deemed necessary or delegated by the Board of Directors.

In the absence of a Fire Chief the Chain of Command shall be followed with the Assistant Chief (s) acting as interim chief until the position is filled. In the event that only one Department (either Alleghany or Pike) has a Chief, that person shall serve as District Chief.



DISPOSITION OF ASSETS/SURPLUS PROPERTY

EQUIPMENT

~~The Board of Directors recognizes the desirability of trading in obsolete equipment and supplies whenever a replacement item is being purchased. If a trade in is not possible or economically feasible, the District recognizes the desirability of disposing of the item by selling it to the highest bidder.~~

~~The District shall by Resolution declare any equipment/supplies to be disposed, as surplus.~~

~~All equipment/supplies that have been disposed shall be listed annually on the Inventory, noting disposition.~~

~~Any item valued at five hundred dollars (\$500) or more shall be advertised in the local newspaper(s) and on local bulletin boards unless waived by the action of the Board. The ad shall state the minimum acceptable bid, bid date deadline, time and date of bid openings and awards.~~

SALE OF REAL ESTATE

~~The Board recognizes that a situation might arise where consideration may be given to the sale of real estate when it is determined to be in the best interest of the District.~~

- ~~1. All disposition or exchange of real estate shall be by Resolution of the Board, following procedures established by applicable law.~~

Surplus property is defined as property which the District no longer needs or can use for its operations.

Expendable property no longer serviceable (i.e. broken, outdated, malfunctioning, and not able to be used) with an intrinsic value of \$250 or less shall be disposed of by district staff. Documentation of all such disposals shall be incorporated into the inventory worksheet maintained by the District Treasurer.

Expendable property no longer needed, but having an intrinsic value over \$250 shall be declared surplus property by action of the board of Directors prior to disposition. Surplus property shall be offered for sale, donated to other agencies or non-profit organizations, recycled or scrapped.

All fixed assets as defined by policy #2040 MUST be declared surplus property prior to disposition regardless of their current value. The district's independent auditor must be notified of all such dispositions for accounting purposes.

The process for surplussing and selling fixed assets shall be done in accordance with State Law.

RAE BELL ARBOGAST CONTRACT FOR SERVICES

This contract is made and entered into this ___ day of _____ by and between the Pliocene Ridge Community Services District, County of Sierra, (hereinafter referred to as the "District") and Rae Bell Arbogast, an individual (hereinafter referred to as "Contractor").

I TERMS AND STATUS

A. Terms of Contract

This Contract is effective July 1, 2021 through June 30, ²⁰²²2021, and shall terminate automatically on that date. The Contract may be terminated at any time for any reason by either the District or Contractor upon giving fifteen (15) day written notice to the other party.

B. Contractor Status

For the purpose of this Contract, and at all times during the term of this Contract, Contractor understands that she is an independent contractor for the district, that no relationship of employer-employee exists between the parties, and that under no circumstances shall Contractor be deemed to be an employee of the District. The parties expressly agree that no work, act, commission, or omission of Contractor shall be construed to make or render Contractor an employee of the District.

District will provide Workers' Compensation insurance. District will not pay or provide State Disability insurance benefits, Unemployment Insurance, or Social Security. Contractor shall be responsible to pay or provide for such insurance or benefits and to pay its own federal and state income tax responsibilities, Social Security and any other payroll tax obligations that it may owe as a result of compensation received for services rendered pursuant to this Contract.

The sole interest of the district is to ensure that the services provided will be performed and rendered in a competent, efficient, and satisfactory manner. ~~and in accordance with accepted bookkeeping procedures.~~

C. Services Performed

~~Contractor is under the general direction of the District Board of Directors.~~ Contractor shall provide, including but not limited to the following services:

Perform all duties as outlined in District Policy #1020 specifically for the positions of District Manager, Secretary and Treasurer. (Old version listed all of the specific tasks which is problematic if the job descriptions change)

C. Payment Exclusive

For services authorized and provided under the contract, payment set forth under Paragraph A shall be exclusive. Contractor shall be prohibited from billing or otherwise seeking payment for such services from the county or other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor's performance of this Contract (including, but not limited to, Social Security and income tax withholding).

Contractor shall indemnify, defend and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor for the services performed under this contract.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status of Contractor with respect to the district, the parties agree that: (1) each shall inform the other party of such inquiry or challenge; and, (2) the District shall have the right to participate in any discussion or negotiation occurring with the federal or state agency without regard to who initiated such discussions or negotiations. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the District or Contractor may terminate this Contract immediately upon written notice.

E. Benefits

Contractor shall have no claim under this Contract or otherwise for unemployment compensation, insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Workers' Compensation

During the term of this Contract, Contractor shall be covered by the District. Moreover, Contractor agrees to hold harmless and indemnify District for any and all claims arising out of injury, disability, or death that may occur while performing the services provided in this Contract.

G. General Liability

During the term hereof, Contractor shall be covered by the District's Comprehensive General Liability Insurance.

H. Indemnification

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees occurring or resulting to any and all persons, firms and corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, connected with, or incidental to the Contractor's performance of services under this Contract, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

III GENERAL PROVISIONS

A. Non-Discrimination

During the performance of this Contract, Contractor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, age, veteran status, sex or sexual orientation, perceived or otherwise, in connection with or related to the performance of this Contract.

B. Non Assignment

None of the rights, privileges, interests, immunities, duties, or obligations created by this Contract are assignable by Contractor. Upon disability or inability to provide services by Contractor, this Contract shall terminate.

C. Qualifications

Contractor shall provide Internet connection to facilitate services and communication. Contractor shall have necessary skills and expertise to prepare mandated monthly, quarterly, and annual financial reports;

possess knowledge of accepted accounting principals and procedures, maintain support documents and records in an appropriate manner for auditing; work well with District personnel and Board members; operate ten key, computer, quick books, or other financial software approved by the District; ability to perform work and meet schedules, observe confidentiality be dependable and trustworthy. Further, Contractor shall be able to sit at computer for required periods of data preparation, lift up to ten pounds of binders of data. If Contractor fails to comply, this Contract shall be terminated as of the date of such noncompliance.

D. Governing Law

This contract will be deemed to have been made and shall be construed interpreted, and enforced pursuant to and in accordance with the laws of the State of California.

E. Compliance with Applicable Laws

All Services to be performed by Contractor shall be performed in accordance with all applicable federal, state, county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provisions pertaining to confidentiality of records and applicable quality assurance regulations.

F. Amendment

This Contract constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreement, oral or written, relating to the subject matter of this Contract. Each party acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included in this Contract and no other agreement, statement or promise not contained in this Contract shall be valid or binding. No alteration, variation, or amendment to the terms of the Contract shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

G. Attorney's Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

H. Severability

If any provision of the Contract is held to be invalid, void, or unenforceable, the remainder of this Contract shall be severable and not affected.

I. Termination

This Contract may be terminated, either by the district or Contractor, at any time for any reason upon giving fifteen (15) days written notice to the other party. If so terminated the amount payable hereunder shall be made for the services provided up to the date of termination and as agreed by both District and Contractor. In the event of a material breach of this Contract, the District may cancel and terminate said Contract immediately upon written notice to Contractor. "Material breach" includes, but is not limited to the failure of the contractor to perform an essential requirement of this Contract that: (1) causes substantial harm to the interests of the District; or, (2) substantially deprives the District of a substantial benefit it reasonably expected under the Contract. A breach of contract may be deemed "material" if the cumulative effect of nonmaterial breaches is material. Upon termination, the District agrees to pay the Contractor for all services performed prior to termination that meets the requirements of this Contract.

J. Notice

Any notice required under this Contract shall be in writing and shall be deemed effective (1) upon actual delivery, if delivery is by hand; or, (2) upon deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To Contractor: Rae Bell Arbogast
 P. O. Box 919
 Alleghany, CA 95910

To District: President
 Pliocene Ridge Community Services District
 100 Pike City Road
 Pike City, CA 95960

Dated: _____

Rae Bell Arbogast, Contractor

Dated: _____

Daniel Guyer, President
Pliocene Ridge Community Services District

D. Confidentiality

All documents, together with any knowledge otherwise acquired by Contractor relating to the District's business, shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information other than in the performance of this Contract. District shall have access to all written documents related to work done under this Contract.

E. Conflict of Interest

Contractor covenants that she presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Contract. Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state, or local provision of law, regulations, or conflict of interest code.

II COMPENSATION TERMS

A. Compensation

District agrees to compensate Contractor at the rate of \$200 per month and to reimburse contractor for actual expenses incurred upon presentation and Board approval of an itemized statement with supporting receipts.

Additionally, Contractor shall be compensated for the performance of tasks for which reimbursement to the district either is, or becomes available at a rate of \$27 per hour.

This includes: Mutual Aid billings and the related payroll processing, billings to individuals and other agencies (for example Ordinance #1 non-resident billings and Title III billings)

Administration of the Firewise effort retroactive to ²⁰²⁰2019. (if the County approves billing such activity to the title III fund).

B. Quarterly Invoice

Contractor shall submit to District at its regular monthly meeting, a quarterly invoice, including any reimbursable expenses, and including all receipts for said expenses.

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Five-year overview of PRCSD District Administration Fees and Relation to Revenue

| | FY 2014-2015 | FY 2015-2016 | FY 2016-2017 | FY 2017-2018 | FY 2018-2019 | FY 2019-2020 |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total Revenue | \$45,298.00 | \$37,505.00 | \$42,616.00 | \$53,681.00 | \$52,850.00 | \$39,709.00 |
| District Administration | \$428.00 | \$900.00 | \$1,358.00 | \$2,400.00 | \$2,400.00 | \$2,400.00 |
| % of Revenue | 0.9% | 2.4% | 3.2% | 4.5% | 4.6% | 6.0% |
| % increase from '15 | N/A | 210.3% | 317.3% | 560.7% | 560.7% | 560.7% |

PRCSD Administrative Fees have increased 561% in the past five years; an annual average increase of 112.15%.

Note the five-year Fee change reflects an overall increase from less than 1% of revenue to more than 6% of revenue.

If Total Revenue were to increase at the same 5-year rate as District Admin. fees have increased, Total Revenue would be \$254,122.

PRCSD paid 6% of Total Revenue to Administration last Fiscal Year; the average US Corporate CEO income is 4.6% of Total Revenue.