

SPECIAL BOARD MEETING AGENDA

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TUESDAY, FEBRUARY 16TH, 2016

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**ITEM**

**1. Call to Order and Flag Salute.**

10:00 a.m.

**2. Roll Call.**

Directors Anderson, Kliewer, Miller, and Beem present. Director Ashworth absent.

**3. Public Comment on Open/Closed Session Items: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Board reserves the right to reasonably limit the length of individual comments and/or the total amount of time allotted to public comments. Speakers may request their comments be heard during Public Comment instead of the time when the item is to be acted upon by the Board. The Board may ask questions but may take no action on items addressed during the Public Comment period except to direct staff to prepare a report or to place the item on a future agenda. If you desire a written response, please provide the secretary with your mailing address.**

Director Anderson skipped this item, as no member of the public was present.

**4. To discuss and possibly approve revised cost sharing employee agreement between Mt. Shasta City Fire and Mount Shasta Fire Protection District. - Director Kliewer**

Director Kliewer comments that he was at home when Asst. Chief Duncan came by with some payroll documents needing signatures, which included the cost sharing agreement with the City. He states the document had been revised, and the Board did not receive the revised version at the last Board meeting. And the document was changed at the City Council meeting [02/08/2016]. Director Anderson points out copies of both documents are in the agenda packets.

Director Kliewer addresses the document signed at the Board meeting on February 8<sup>th</sup>. Chief Joyce interjects that the Cost Sharing Agreement was not signed, the Board signed a resolution. Director Kliewer thanks him for the clarification. He continues by pointing out that both items 4 and 5 each had a sentence stricken. He reads, "In no way does this agreement preclude the City of Mt. Shasta and the Mount Shasta Fire Protection District from Joint Powers Authority". He mentions that he spoke with Chief Joyce regarding this, and was told by Chief Joyce this sentence did not change the nature of the document, so it was stricken. Director Anderson asks Chief Joyce to explain the JPA [Joint Powers Authority].

Chief Joyce explains, the attorney said this sentence means nothing to this document and requested its removal. If in the future the City and the District would like to make a JPA, joining both departments and both budgets, it would have no effect on this document. If the JPA was

created, this document would be included. Director Anderson asks if there is talk of a JPA in the future. Chief Joyce replies that as of now there is not because this is where issues stemmed from in the past, when they were one department. They would like to keep it as strictly cost sharing of personnel. If anyone else were to join the agreement, say Dunsmuir, they would share personnel only, and leave equipment and budgets separate. Director Anderson asks Director Beem how he feels about this. Director Beem states he agrees and it can become a battle when sharing equipment costs.

Chief Joyce states that Larissa forgot to send the updated document after the City Council deleted the two sentences.

Director Kliewer points out that at the City Council meeting on February 8<sup>th</sup> Item D, Liability Insurance, was added to Item 9. Director Anderson comments that this change is in our favor. Chief Joyce agrees, and informs the Board that the original sentence stated, "Expenses include but are not limited to", which would have included liability insurance, but the City wanted it spelled out. He comments that this prevents the City from coming to the Board saying we owe liability insurance for something that just happened. Director Miller asks if this will lower the District's rates with Golden State Risk Management Authority. Chief Joyce states that he has spoken with GSRMA about workman's comp, and plans to ask about the liability.

Director Kliewer asks about the City's workman's comp and Chief Joyce's previous comment that he thought they were paying more than they should be. Chief Joyce comments that he plans on bringing this up to see if the City would be willing to get quotes from other companies. Director Kliewer comments that he is concerned that our share would increase if they are paying more on their policy. Chief Joyce explains that the \$150,000 we will be contributing yearly includes approximately \$6,100.00 for workman's comp. for Chief Joyce and Asst. Chief Duncan. Any difference in rate would be paid by the City. He explains that he and Asst. Chief Duncan would be City employees, so if there are any changes, whether they are changes in insurance rates or a raise in salary, the City will cover them, until they max out the amount of money they are in the black for payroll, ~\$11,000.00.

Director Anderson asks if any member of the City Council had reservations about this agreement. Chief Joyce states that the only question they asked was of Muriel, regarding the numbers. She replied that the City is \$11,000.00 in the black for payroll, and the Council was satisfied. Director Miller comments that from what he hears, everyone is really happy about the merger.

Chief Joyce states that the City is getting two seasoned employees for an extra \$20,000.00. Director Anderson comments that this agreement would bring Chief Joyce and Asst. Chief Duncan up to pay scale with the City. Chief Joyce states that we are already paying out \$150,000 in payroll for himself and Asst. Chief Duncan, and we are getting 3 new employees without increasing our cost. He reminds the Board of the 90 day clause to terminate the agreement if needed.

Director Kliewer states that he is concerned that as Chief Joyce and Asst. Chief Duncan would be getting a pay raise with this agreement, and if it were to be terminated for any reason, the District would be unable to match this raise in pay due to lack of resources. Chief Joyce reminds the Board that they would be City employees. If the agreement is terminated, the District would have their

\$150,000 a year available and would have to rehire for a Chief and an Assistant Chief. They would be able to offer a lower wage, and Chief Joyce and Asst. Chief Duncan could apply for the positions, along with any other applicants, at the lower wages. Director Anderson comments that this would be disastrous. Director Kliwer states that is why he brought it up. He feels the Board needs to look at all aspects, both good and bad.

Director Beem states that the bottom line is that Chief Joyce and Asst. Chief Duncan are taking all of the risk, so it behooves them to see this agreement work. Chief Joyce agrees.

Director Anderson comments that we are topped out, as far as the wages available for these two positions. He asks what the process would be to change this. Chief Joyce states that they had tried to get a tax increase on the ballot before. He states that we [Chief Joyce and Chief Melo] think there is a better chance of both departments going out for an increase for personnel, so they may hire people. If the increase went through, and the departments were to split, the District would get the increase from Districts residents, as the City would get all of the increase from City residents. He comments while they would have more payroll funds, they would not be able to have a comparable benefit package, as the District does not have enough employees. Director Anderson states he would like to put the tax increase on the next county ballot on next month's agenda. Chief Joyce states that he thinks it would be a good idea to have the Board Chair, Chief Melo, the Mt. Shasta City manager and himself discuss this issue. He comments that the City Manager is a very smart guy and has a lot of good ideas. Director Miller agrees and states that he thinks it was Paul who introduced the idea to have a Firefighters Appreciation week.

Director Miller asks if there is a clause in the agreement, in the event the agreement is terminated, that defines how the split would affect each department's payroll. Chief Joyce reminds him that they would be City employees, and upon the termination of the agreement, they would remain City employees. The City would have the choice keep them or lay them off. The District would have to rehire for the positions, and Chief Joyce and Asst. Chief Duncan would be able to apply if they wanted to. Chief Joyce reiterates that it is their risk and up to them to make this agreement works. He states when this agreement goes through, he would not be surprised to see other departments expressing interest in joining the agreement.

Director Kliwer comments that the District's engine will be paid off within 5 years, which will allow our general budget to have more funds. Chief Joyce states that the City's engine is paid off this year, which will increase their budget as well. With the two departments joining, there is no need for new equipment at this time. Chief Joyce comments that Chief Melo has no plans to buy new equipment and would set a portion of that extra money aside to be available if needed for payroll.

Director Kliwer states that this discussion is what he had hoped would take place at the last meeting, and he felt they need Director Anderson available to share as he was part of the original negotiations. He states it is incumbent upon them [Chief Joyce and Asst. Chief Duncan] to make this work, as they are taking a risk. He comments that the Board is taking a risk as well, and needs to be aware of that risk as they want this to be successful, and want the positive employment, retirement and medical for the employees.

Director Kliewer motions to approve the revised document. Director Miller seconds. Motion passes, 4-0. Director Kliewer states a roll call vote is needed.

Director Anderson, aye.

Director Kliewer, aye.

Director Miller, aye.

Director Beem, aye.

**5. Next Regular Board Meeting Date: Monday, March 14<sup>th</sup>, 2016 at 10 a.m.**

**6. Board Comments and Questions: At this time, members of the Board may ask questions of staff, request that reports be made at a later date, or ask to place an item on a subsequent agenda on any subject within the Committee's jurisdiction. In addition, the Board members may take this opportunity to make comments on any topic that is not on this agenda; however, no deliberation may be conducted and no decision may be made on such topics.**

Director Miller comments that Chief Melo has been attending the Board meetings and has been extremely helpful. He states that he would like to see Chief Melo sit at the table, rather than in the audience. Chief Joyce comments that this agreement makes him part of the department.

Director Anderson reminds the Board of the Special District training on the 24<sup>th</sup>. Director Beem asks if Secretary Davis will RSVP for the group. She states that she can.

Director Miller asks Secretary Davis if she has supplied Director Ashworth or Director Beem with the Roberts Rule or Brown Act booklet. She states that she has not but did provide the Board Bylaws Director Ashworth. She informed the Board that she had a question for Brian Morris at County Counsel and he informed her that Roberts Rule was a good guideline, but the Brown Act is what we need to make sure we follow. She comments that she has two Brown Act packets, one is a condensed version in layman's terms, and the other is the full version, that she can make copies of for whoever needs them. Chief Joyce states it would be good to print the Brown Act information for Director Ashworth, and to provide it, along with the Bylaws, to any new Board members in the future. Director Anderson agrees.

Director Anderson asks if everyone is aware of the status of Chris Baker. Directors Miller and Beem state that they are. Director Anderson comments that he pleaded guilty and will be reimbursing the District and the EDD. Director Miller informs the Board that he provided the amount due to the District to DA John Quinn. Director Anderson asks Director Miller to ask what information is appropriate for the District to notify the citizenry of; what can we say and how can we say it? Director Miller comments that he was awarded 3 years of probation, 300 hours of public service, and has to repay the District \$12,000.00.

Director Beem comments that he is now a convicted felon, and he has another court date in three years less two weeks. He will have to prove he has met all of his obligations, including paying all monies due to the District and the EDD, and can petition the court to reduce the felony to a misdemeanor. But if he hasn't met his obligations, he will be unable to have the felony reduced. Director Anderson thanks Director Beem for his information.

Director Kliewer asks Director Anderson and Chief Joyce for the estimated dollar amount of the raise in pay and change in benefits for Chief Joyce and Asst. Chief Duncan. Chief Joyce estimates it

to be roughly \$8,000 a year. Director Anderson comments that it is substantial, and he feels it is appropriate. He comments that he feels the Board understands that their positions are underpaid here. Chief Joyce comments that Cal PERS retirement is 2.5 at 57 now; they have better medical benefits which include medical, dental and vision; a 457 (?) retirement; the Flex spending debit card to help pay copays and such, that rolls over and can be considered another form of retirement. Director Miller thanks Chief Joyce for all of the work he has put into this agreement.

## **7. Adjournment.**

10:50 a.m.