MAMMOTH LAKES FIRE PROTECTION DISTRICT
STATION 1, 3150 MAIN STREET
MAMMOTH LAKES, CA 93546

BOARD OF FIRE COMMISSIONERS
JULY 19, 2022, 12:00PM
MEETING AGENDA

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Fire District (760) 934-2300. Notification 48 hours prior to the meeting will enable the Fire District to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: Materials related to an item on the agenda, submitted to the Fire District Board after distribution of the agenda packet are available for public inspection at the Fire District Office, 3150 Main Street, Mammoth Lakes, California during normal business hours.

MEETING LOCATION: 3150 Main Street, Mammoth Lakes, CA 93546

1) CALL TO ORDER – ROLL CALL

2) APPROVAL MEETING MINUTES
   a) Approval of June 21, 2022 regular meeting minutes (pages 4 – 7)
   b) Approval of June 21, 2022 special meeting minutes (page 8)
   c) Approval of June 20, 2022 special meeting minutes (page 9)

3) SPECIAL PRESENTATIONS

4) GENERAL PUBLIC COMMENT
   Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 *et seq.*) and may be limited to three (3) minutes for any person addressing the Board.

5) CONSENT AGENDA

6) BUDGET
   a) Budget Variance Non-Grant YTD (pages 10)
   b) Final 2022-2023 budget to be adopted August 16, 2022 (pages 11 – 12)

7) OLD BUSINESS
   a) Sprinkler requirements in MLFPD Local Ordinance, historical basis of requirements (page 13 – 14)

8) NEW BUSINESS

a) Non-action item review of draft ordinances prior to official first and second readings.
   i) Local Ordinance (pages 15 – 44)
   ii) Defensible Space and Abatement Ordinance (pages 45 – 55)
   iii) Wildland Risk Exposure and Defensible Space Inspection (pages 56 – 58)
   iv) Administrative Citation Program Ordinance (pages 59 – 67)
      (1) Citation Notice (pages 68 – 69)
      (2) Hardship Waiver (page 70)
      (3) Hearing Request (page 71)
b) Resolution for Approval of MOU between MLFPD and the Mammoth Lakes Firefighters Association, to be effective July 19, 2022 (pages 72 – 126)
c) Resolution for Approval of Fire Chief Employment Agreement, to be effective July 19, 2022 (pages 127 – 138)

9) REPORTS, REQUESTS, AND COMMUNICATIONS FOR BOARD REVIEW

10) DISTRICT CHIEF COMMENTS
   a) Retirement event postponed due to COVID-19 surge
   b) Chief Frievalt's remaining schedule:
      i) In the office July 18-22
      ii) Traveling July 25-29
      iii) In the office August 1-3, traveling August 4-5
      iv) Officially retire August 8, 2022
   c) What the District can expect:
      i) Next week will be a transition week with the new Fire Chief
      ii) My intent is for the new Chief to take over fully beginning 7/22/22 pm; we'll collaborate on any big decisions until then
      iii) I'll be noticeably absent for a while (unless I'm still moving out); it's a good thing
      iv) Anne and I have no moving plans on the horizon yet
   d) Transfer of Command Ceremony tentatively scheduled for August 11 in the afternoon
   e) Thank you to the Board, the Staff, the Association, and the Mammoth Lakes community for your support, professionally and personally, over nearly a decade. You're in good hands for the future – now go do great things.

11) BOARD MEMBER COMMENTS

12) LEGAL COUNSEL ADVICE

13) MLFPD ASSOCIATION COMMENTS

14) ANNOUNCEMENTS

15) ADMINISTRATIVE BUSINESS
   a) Next meeting will be held August 16, 2022

16) ADJOURNMENT

This agenda was posted in public view on the Town of Mammoth Lakes public bulletin board, and at Mammoth Lakes Fire Protection District, Fire Stations 1 and 2, 3150 Main Street and 1574 Old Mammoth Road on July 15, 2022.

MAMMOTH LAKES FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS
MEETING MINUTES
JUNE 21, 2022

1) CALL TO ORDER – ROLL CALL
   a) *The meeting was called to order at 12:05pm.*
   b) *Board members present: Buck Wahl, Chair; Roger Curry, Secretary; Bret Bihler, Commissioner; John Mendel, Commissioner; Carole Schilz, Vice Chair*
   c) *MLFD staff present: Natalie Morrow, Acting Chief; Scott Walker, Division Chief; Ales Tomaier, Division Chief; Danny Shugart, Captain; Bob Rooks, Communications/IT Specialist; Tyson Kaylor, Engineer*
   d) *Association members present: Danny Shugart*
   e) *Legal counsel present: Brent Richardson*

2) APPROVAL OF MAY 17, 2022 MEETING MINUTES
   a) *John Mendel moved to approve the minutes, Bret Bihler seconded the motion, and the Board voted unanimously in favor.*

3) SPECIAL PRESENTATIONS – *None*

4) GENERAL PUBLIC COMMENT – *None*

5) CONSENT AGENDA – *None*

6) BUDGET
   a) *Chief Morrow reported that the 2022-2023 preliminary budget was drafted very similarly to the previous budget, to allow the incoming Fire Chief to make any desired adjustments.*
   b) *She also commented that the current AB 8 projections had been incorporated.*
   c) Request adoption of the 2022-2023 preliminary budget, along with direction to staff to publish a public notice prior to June 30, 2022, pursuant to Health and Safety Code Section 13893. Request to schedule the final budget hearing for August 16, 2022. (pages 8 – 9)
      i) ***John moved to adopt the 2022-2023 preliminary budget, Roger Curry seconded the motion, and the Board voted unanimously in favor.***
   d) Budget Variance Non-Grant Year-to-Date (pages 10 – 11)
   e) Budget Variance Grant Year-to-Date (page 12)
      i) CAL FIRE Grant for Defensible Space and Home Hardening
      ii) *Chief Morrow stated that we had received $580,000 for this grant.*
      iii) *She said that the money would be available over the course of three years.*

7) OLD BUSINESS
   a) Fire sprinkler ordinance revision request

i) *Local architect, Mike Britton stated that he would like to see the section of the MLFPD Ordinance that defines sprinkler requirements for additions be amended to mirror the California State Fire Code. He said that the main justification for this request was the high cost of building; he currently estimated it to be approximately $500 per square foot.*

(1) *Mr. Britton said that he estimated the least expensive sprinkler system to run about $10,000 per addition when you factored in the cost of supplies, installation, and additional square feet required by code to house the system.*

(2) *He gave the example of adding a 200 sq. ft. addition to a 3,500 sq. ft. house, and asked how installing sprinklers in the addition, and not the existing house, was really contributing to the home's overall fire protection.*

(3) *John Mendel asked if the sprinkler requirement applied to Accessory Dwelling Units (ADUs) as well, to which Mike Britton replied that it didn't. If, under the previous code, a dwelling wasn't required to have sprinklers, then the ADU would also not require sprinklers.*

(a) *Chief Morrow commented that there was a 1,200 sq. ft. limit on ADUs.*

(b) *Mike Britton said that this brought up an excellent point. He said that if a 1,200 sq. ft. ADU didn't need to be sprinklered, why did the 200 sq. ft. addition he used in his previous example require sprinklers? The scenario was contradictory.*

(c) *John Mendel asked for clarification on why our sprinkler requirements were more stringent than the state's, to which Chief Morrow responded that it was due to geological, topographical and climatological conditions in the Mammoth Lakes area. She said that Chiefs Heller and Frievalt felt that it was important to place some limits on additions to existing homes in order to increase fire protection when response was limited or compromised by these conditions.*

(d) *Mike Britton rhetorically asked again, what the chances were that if a fire occurred in a 4,000 sq. ft. house, it began in the 200-foot addition that contained sprinklers. He reiterated that he believed it was a cost prohibitive requirement that, in his mind, didn't significantly increase the home's overall fire safety.*

(i) *John Mendel was sympathetic to Mr. Britton's request, as he had tried to build an addition in 2011, but the sprinklers required by the MLFD ordinance were too costly. Commissioner Mendel also questioned whether the requirements were reasonable.*

(e) *Mike Britton also said that the requirements were contradictory to California's mission to support affordable housing.*

(f) *He also noted that none of the other fire districts in Mono County impose restrictions that are more stringent than the state, and neither does Inyo County.*

(g) *Roger Curry asked for clarification on the cost of adding sprinklers to a basic addition, to which Mike Britton replied that you had to factor in a number of cost variables, such as the architect's time, the sprinkler engineering fees, MLFD plan check fees, installation costs, and the NFPA required square*

footage that needs to be added into the construction plans to house the system (at approximately $500 per square foot).

(i) *Roger felt that an estimate of $10,000 seemed like a reasonable cost to sprinkler a house, but Mike Britton explained again that that cost was just to sprinkler the addition, not the entire house.*

(ii) *Natalie Morrow said that the reason the ordinance only required sprinklers in additions, and not entire houses undergoing remodels, was to decrease the cost for the homeowner.*

(iii) *Buck Wahl asked what size addition would trigger a requirement to sprinkler the entire house, to which Chief Morrow replied that there wasn't one.*

(iv) *As discussion continued, Mike Britton also mentioned that with the addition of sprinklers, a homeowner's water meter might need to be increased in size, lending to increased cost.*

(h) *In conclusion, Mike Britton said that he felt that it was important for everyone to do their part to reduce the current cost of housing and aligning with the state's sprinkler requirements would be one way to accomplish that.*

(i) *John Mendel asked if it wouldn't be more favorable to identify a maximum square footage that would require sprinklers in the entire home, vs. just adding sprinklers to an addition. Chief Morrow was open to this suggestion, and John Mendel requested that she do some additional research along those lines. She said she should be able to provide some information to the Board at their July meeting.*

b) Draft Ordinances

i) *Chief Morrow said she was in the process of drafting an ordinance regarding our citation policy, as well as one about defensible space. These would be separate from the local ordinance.*

c) Cell Tower Update – Station 2

i) *Natalie Morrow reported that she had been working with the Town to determine what the requirements for the tower are.*

ii) *She also said that AT&T still needs to pay the plan review fee.*

iii) *AT&T would like to have the tower in front of Station 2 for better coverage, but the Town would prefer to have the tower behind the building.*

iv) *Chief Morrow said a meeting was being set up that would include the Town, MLFD and AT&T to ensure that everyone was on the same page about the project.*

v) *Bret Bihler asked if any outreach had been done to the public yet, to which Chief Morrow replied that it hadn't. She said outreach was forthcoming, probably from both MLFD and AT&T.*

vi) *Carole Schilz asked how high the cell tower would be, to which Chief Morrow replied that it would be eighty feet.*

vii) *Bob Rooks reported that he had put in a request to AT&T for a "Sat COLT," which is a mobile cell site on a vehicle that could connect to AT&T's network via satellite. Chief Rooks said that Sat COLTs are regularly used by other agencies on large incidents, such as wildfires. The test of the equipment would likely be on July 27th, with the goal of tying in to IPAWS and Zonehaven. It would be tested at multiple heights on the tower to try to determine whether the propagation maps are accurate*

in terms of coverage. This way we can confirm for the public that we'll be getting the coverage that has been promised by AT&T.

8) NEW BUSINESS – *None*

9) REPORTS, REQUESTS, AND COMMUNICATIONS FOR BOARD REVIEW – *None*

10) DISTRICT CHIEF COMMENTS – *None*

11) BOARD MEMBER COMMENTS
   a) *Carole Schilz asked legal counsel if she needed to report any action from Closed Session, to which Brent Richardson replied that there shouldn't have been any reportable action to announce. Carole confirmed that the Board didn't vote on anything in those sessions.*

12) LEGAL COUNSEL ADVICE – *None*

13) MLFPD FIREFIGHTER ASSOCIATION COMMENTS
   a) *Danny Shugart reported that our current MOU expired on June 30th, 2022.*
   b) *He said that the Association had been working with Chief Morrow on some revisions, including three LOIs that had been approved by the District and the Association in 2021.*
   c) *The revised MOU, if approved by the Association and the Board, would expire on June 30, 2023.*
   d) *Captain Shugart said that the commissioners should expect to see the MOU in draft form prior to the next Board meeting.*
   e) *Danny Shugart also mentioned changes to the layout of the Salary Schedule. Wages for employees would not be affected.*

14) ANNOUNCEMENTS – *None*

15) ADMINISTRATIVE BUSINESS
   a) *Carole Schilz told the Board that the next meeting was scheduled for Tuesday, July 19, 2022.*

16) ADJOURNMENT – *The meeting was adjourned at 12:52pm.*

_____ _____
Commissioner Signature Date

_____
Print Name

_____ _____
Commissioner Signature Date

_____
Print Name

MAMMOTH LAKES FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS
SPECIAL MEETING MINUTES
JUNE 21, 2022

1) CALL TO ORDER – ROLL CALL
   a) *The meeting was called to order at 9:24am.*

2) GENERAL PUBLIC COMMENT – *None*

3) CLOSED SESSION – *The Board entered Closed Session at 9:28am.*
   a) Per California Government Code Section 54957(b):
      i) Discussion regarding appointment of Fire Chief
   b) Conference with Labor Negotiations
      i) Agency Designated Representatives: Carole Schilz, John Mendel
      ii) Unrepresented Employee: Fire Chief – *The Fire Chief was not present in Closed Session.*
   c) *Action taken in Closed Session: The Board identified John Mendel and Carole Schilz as salary negotiators and gave them direction on salary negotiations and contract terms.*
   d) *The Board reconvened to open session at 11:51am.*

4) LEGAL COUNSEL ADVICE – *None*

5) ADJOURNMENT
   a) *The meeting was adjourned at 11:52am.*

_____ _____
Commissioner Signature Date

_____
Print Name

_____ _____
Commissioner Signature Date

_____
Print Name

MAMMOTH LAKES FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS
SPECIAL MEETING MINUTES
JUNE 20, 2022

1) CALL TO ORDER – ROLL CALL
   a) *The meeting was called to order at 9:04am.*

2) GENERAL PUBLIC COMMENT

3) CLOSED SESSION – *The Board moved to Closed Session at 9:05am.*
   a) Per California Government Code Section 54957(b):
      i) Fire Chief employment interviews
   b) *The Board reconvened into open session at 4:10pm.*
   c) *Action taken in Closed Session: The Board announced that they had made a tentative selection for the position of Fire Chief and directed that a contract approval be placed on the upcoming agenda, pending the individual's acceptance of the job.*

4) LEGAL COUNSEL ADVICE – *None*

5) ADJOURNMENT
   a) *The meeting was adjourned at 4:11pm.*

_____ _____
Commissioner Signature Date

_____
Print Name

_____ _____
Commissioner Signature Date

_____
Print Name

Mammoth Lakes Fire Protection District

Budget Variance - Non-Grant

July 1 - 15, 2022

	Jul 1 - 15, 22		Budget		% of Budget	
Ordinary Income/Expense						
Expense						
Manpower Costs						
Wages - Chief	12,736		0		100%	
Wages - Division Chief	30,925		0		100%	
Wages - Office Manager	5,145		0		100%	
Wages - Firefighter FT	26,615		0		100%	
Wages - Firefighter PT	25,665		0		100%	
Extra Help	7,462		0		100%	
Overtime FT & PT	7,069		0		100%	
Employee Retirement PERS	237,776		0		100%	
Retirement 401a	2,087		0		100%	
Insurance - Health/Vision	44		0		100%	
Payroll taxes	3,835		0		100%	
Insurance - Vol. Life	539		0		100%	
Total Manpower Costs		359,898		0		100%
5400 · Logistics						
Buildings and Grounds	584		0		100%	
IT Support	1,920		0		100%	
Equipment Maintenance	427		0		100%	
Total 5400 · Logistics		2,931		0		100%
5500 · Utilities						
Electricity	2,707		0		100%	
Water	487		0		100%	
Phones	1,008		0		100%	
Total 5500 · Utilities		4,202		0		100%
Total Expense		367,031		0		100%
Net Ordinary Income		-367,031		0		100%
Net Income		**-367,031**		**0**		**100%**

Mammoth Lakes Fire Protection District
2022-2023 Preliminary Budget

	Actual YTD Jul 1, '20 - Jun 2, 21	Adopted Budget 2021-2022 Budget	% of Budget	% Change over previous FY	Final Budget 2022-2023 July 21 - June 22
Ordinary Income/Expense					
Income					
Property Tax Revenues					
Prop. Taxes - Curr. Sec.	2,053,417	3,598,232	57%	3%	3,691,121
Prop. Taxes - Curr. Unsec	211,891	0	100%		0
Prop. Taxes - Suppl.	50,080	0	100%		0
Prop. Taxes - Unitary	35,695	0	100%		0
Excess ERAF Distribution	71,017	70,500	101%	-1%	70,000
Total Property Tax Revenues	2,422,099	3,668,732	66%	3%	3,761,121
Other Revenues					
Filing/Misc. fees	56,963	78,000	73%	0%	78,000
Contributions	3,805	3,500	109%	0%	3,500
DIF revenue (credit transfer)	0	300,000	0%	0%	300,000
Rent - Paramedic	12,000	12,000	100%	0%	12,000
Mono Co. Chiefs	16,000	7,000	229%	0%	7,000
Assistance for hire	50,355	16,000	315%	0%	16,000
Ambulance income	9,616	2,000	481%	0%	2,000
Total Other Revenues	148,738	418,500	36%	0%	418,500
Interest Income					
Int LAIF operating	8,396	10,000	84%	0%	10,000
Int. Mono County	333	5,000	7%	0%	5,000
Total Interest Income	8,729	15,000	58%	0%	15,000
Total Income	2,579,566	4,102,232	63%	2%	4,194,621
Gross Profit	2,579,566	4,102,232	63%	2%	4,194,621
Expense					
Manpower Costs					
COVID pay	1,209	0	100%		0
Wages - Chief	152,829	162,237	94%	21%	196,987
Wages - Division Chief	350,467	402,069	87%	0%	402,069
Wages - DC coverage	0	8,000	0%	0%	8,000
Wages - Admin Aid	63,483	77,641	82%	0%	77,641
Wages - firefighter FT	301,179	332,379	91%	0%	332,379
Wages - firefighter PT	291,980	324,178	90%	0%	324,178
Extra help	127,378	66,300	192%	0%	66,300
Overtime FT&PT	70,957	68,479	104%	0%	68,479
Employee Retirement PERS	353,808	381,960	93%	0%	381,960
Retirement 401a	19,749	23,112	85%	0%	23,112
Retirement vol. incent.	15,250	15,500	98%	0%	15,500
Insurance - Health/Vision	231,616	262,500	88%	0%	262,500
Insurance - Workers Comp.	157,345	159,151	99%	0%	159,151
Assistance for Hire	2,372	16,000	15%	0%	16,000
Payroll taxes	54,586	78,418	70%	0%	78,418
Volunteer incentives	8,832	10,000	88%	0%	10,000
Volunteer - Captains	12,084	20,558	59%	0%	20,558
Volunteer - Firefighter	52,406	77,042	68%	0%	77,042
Insurance - Vol. Life	6,789	5,600	121%	0%	5,600
Total Manpower Costs	2,274,320	2,491,124	91%	1%	2,525,874
Admin expenses					
Legal	15,025	30,000	50%	0%	30,000
Accounting	3,317	10,000	33%	0%	10,000
Audit	6,300	12,000	53%	0%	12,000
Misc. Consulting	0	6,000	0%	413%	30,778
Publications	739	12,500	6%	0%	12,500
Clothing and Personal	6,465	12,000	54%	0%	12,000

Ales Tomaier:
Updated to reflect most recent AB8 Projections.

Frank Frievalt:
Represent the new Fire Chief wage, approximately one month of concurrent wage with the retiring Fire Chief to support transition, and payout of unused vacation leave.

Frank Frievalt:
Includes WFCA Consulting fee for Fire Chief Recruitment (15% of gross W-2 after first year)

Mammoth Lakes Fire Protection District
2022-2023 Preliminary Budget

	Actual YTD Jul 1, '20 - Jun 2, 21	Adopted Budget 2021-2022 Budget	% of Budget	% Change over previous FY	Final Budget 2022-2023 July 21 - June 22
Food	18,172	23,000	79%	0%	23,000
Office Supplies/Postage	4,958	6,500	76%	0%	6,500
Office equip./furnishings	7,938	10,000	79%	0%	10,000
Insurance - liability	30,252	36,000	84%	0%	36,000
Memberships	15,994	9,500	168%	0%	9,500
Transportation and Travel	12,263	25,000	49%	0%	25,000
Total Admin expenses	121,424	192,500	63%	13%	217,278
Logistics					
SafetyGearPPE					
5413 SCBA's - Compressors	2,620	3,500	75%	0%	3,500
SafetyGearPPE - Other	28,150	4,600	612%	0%	4,600
Total SafetyGearPPE	30,770	49,500	62%	0%	49,500
Comm. Repairs/Radio	44,333	325,000	14%	0%	325,000
Buildings and Grounds	37,319	65,000	57%	0%	65,000
Medical Supplies	25,706	7,000	367%	0%	7,000
Computer Supplies	7,178	22,400	32%	0%	22,400
IT support	31,482	70,000	45%	0%	70,000
Small tools/equip	932	15,000	6%	0%	15,000
Hydrants	454	4,500	10%	0%	4,500
Ambulance	1,406	1,000	141%	0%	1,000
Maintenance - Equip	73,002	138,000	53%	0%	138,000
Certification - Apparatus	0	4,200	0%	0%	4,200
Total Logistics	252,582	701,600	36%	0%	701,600
Prevention					
Fire Safe Council	0	3,000	0%	0%	3,000
Prevention and Education	28,476	24,000	119%	0%	24,000
HazMat	0	5,000	0%	0%	5,000
Total Prevention	28,476	32,000	89%	0%	32,000
Training					
Medical exams/DOT	1,405	15,000	9%	0%	15,000
Training	62,991	80,000	79%	0%	80,000
Total Training	64,396	95,000	68%	0%	95,000
Utilities					
Fuel and oil	11,872	20,000	59%	57%	31,396
Electricity	28,100	26,000	108%	43%	37,210
Propane	35,818	30,000	119%	59%	47,674
Water	5,280	5,500	96%	0%	5,500
Telephone	26,304	27,500	96%	0%	27,500
Total Utilities	107,373	109,000	99%	37%	149,280
Mono Co. admin charge	88,634	112,000	79%	0%	112,000
Sta 1 lease payment	0	0	0%		0
Replacement Fund Transfer	145,833	250,000	58%	0%	250,000
Total Expense	3,083,038	3,983,224	77%	3%	4,083,032
Net Ordinary Income	-503,473	119,008	-423%	-6%	111,589
Net Income	-503,473	119,008	-423%	-46%	64,714

Frank Frievalt:
Fuel, electricity, and propane are up a combined 53% ($11,218) using the 1-year increase in Brent Coyle

Frank Frievalt:
Repersents the Net ordinary income less our anticipated annual 25% match on a $750,000 grant over 4 years; this is a CalFIRE grant for fuels reduction work in the District. Once the grant is awarded this expense, and the grant revenue, will appear in the Budget Variance - Grant Report

MLFPD Code Section: R313.1/R313.2/P2904.1

Townhouse, One- and Two-Family Dwelling Automatic Fire System General Requirements, add the following:

ALTERATION. The act of reconstructing a one- or two-family residential structure where 50 percent or less of the structure is demolished and rebuilt. Actions where greater than 50 percent is remodeled shall be considered new construction per this code and require the owner to comply with the provisions of the most recent fire code, including an automatic sprinkler system. The determination of percentage shall be established jointly between the owner or owner's representative, and the fire code official, with the Chief being the final decision maker. Alteration activities may require a construction permit from the Fire District depending on the extent of modifications.

For remodels greater than 50% of the exterior footprint and where the total square footage of the structure is greater than 2,500 square feet, exclusive of a garage of up to 800 square feet size with a one-hour fire barrier, the entire structure shall comply with all current construction requirements.

For additions to existing structures, if the overall size of the finished structure is less than 2,500 square feet, exclusive of a garage of up to 800 square feet size with a one-hour fire barrier, the structure will not be required to install an automatic fire sprinkler system.

For additions, owners of structures, where the finished structure square footage is greater than 2,500 square feet, exclusive of a garage of up to 800 square feet size with a one-hour fire barrier, but not to exceed 2,700 square feet, exclusive of the same garage square footage and fire barrier, may request a variance from the Fire Chief for an exception to the requirement to install a sprinkler system in the new portion of the structure if a one-hour fire barrier separation is designed into the new addition/construction.

Exception: Eliminate the wording under R313. 1 and 313. 2.

Section F903. 2 Where Required, add the following for all structures not covered by the Residential Code:

In an EXISTING STRUCTURE where there is a change of occupancy/use to a greater hazard classification, as determined by the Town of Mammoth Lakes Building Official, and where there is a combined footprint total size of 5, 000 square feet or more (inclusive of garages), an automatic fire sprinkler system shall be installed prior to granting of a certificate of occupancy.

CRC SECTION 313: Automatic Fire Sprinkler Systems

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEMS R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

Exception: An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Section R313.3 or NFPA 13D.

R313.2 One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

1. An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.
2. Accessory Dwelling Unit, provided that all of the following are met:
    2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
    2.2. The existing primary residence does not have automatic fire sprinklers.
    2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.
    2.4. The unit is on the same lot as the primary residence.

ORDINANCE NO.

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT

AMENDING ORDINANCE NO. --- AND ADOPTING THE

2022 CALIFORNIA FIRE CODE AS AMENDED

The Board of Commissioners of the Mammoth Lakes Fire Protection District ordains as follows:

Ordinance No. – is amended in its entirety to read as follows:

"ORDINANCE NO. –

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT

ADOPTING THE 2022 CALIFORNIA

FIRE CODE AS AMENDED

Section 1. **FINDINGS**. The Board of Commissioners finds the following:

a. Every three years the State of California adopts a new California Fire Code, as part of the California Building Standards Code, which becomes effective as to the Mammoth Lakes Fire Protection District 180 days after publication by the California Building Standards Commission.

b. The International Fire Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 9, titled the California Fire Code.

c. The Mammoth Lakes Fire Protection District may establish more restrictive standards reasonably necessary to provide fire protection for life and property because of local climatic, geological, or topographical conditions.

Climatic – During the winter the Town experiences periods of very cold temperatures accompanied by periods of significant snowfall and high winds and during the summer months relatively hot temperatures with periods of low humidity and high winds. The vegetative environment surrounding the Town varies from meadow/high desert vegetation communities (grass/brush) to densely populated stands of timber, some exhibiting stress a result of several years of drought. These conditions could create an environment in which the Fire Department may be hampered to control fires in structure not having built-in fire protection and in the wildland fire environment.

Geological – The Town is in a seismically/volcanically active area. A significant earthquake could render the Fire Department incapable of providing adequate fire

protection. In that instance, built-in fire protection would be relied upon for aiding in control of structural fires.

Topographical – The Town is in a geographically changing environment with elevations ranging from approximately 7,500 feet to over 11,000 feet. Slopes vary from relatively flat to hillside exceeding sixty (60) degrees.

Findings:

FINDING 1: Emergency personnel responding to an incident(s) may be unduly impeded and delayed in accomplishing an emergency response as a result of these conditions. Common incidents may become more difficult and result in undue and unnecessary risk to the public and emergency personnel. The protection of life and public safety can be mitigated through engineering, education, and enforcement. Advances in technology and understanding of how development plays a role in the natural environment can aid but will not prevent incidents from occurring. But climatic, geological, and topographic conditions can make these routine incidents far more challenging to manage.

FINDING 2: In addition, the Fire District's response area includes Highway 395 which the California Highway Patrol has designated this highway an approved transportation route for Hazardous materials, such as, blasting and explosive agents, highly toxic and radioactive materials. The potential for release or threatened release of a hazardous material along this route is possible given the volume-transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of climatic, geological, or topographic issues.

FINDING 3: Withthe remaining undisturbed parcels in town being located upon steeply sloping lots with challenging topography and due to expensive land costs, the potential exists that new and future development will result in larger and taller buildings on parcels. Redefining high-rise buildings to 55 feet in height was added to the code in 2001 and modifies the application of special provisions for these buildings to all occupancies. Because of the need to mitigate the potential life safety danger of high-rise buildings this change was necessary. In addition, periods of inclement weather, limitations of available fire-fighting equipment, limited availability of mutual aid from surrounding local fire departments (especially during inclement weather), and the necessity to climb vertically up flights of stairs greatly impacting the response time to reach an incident scene, it was necessary to redefine the height of high-rise buildings. The reduced height and built-in protection will mitigate extended fire department response time and keep incidents manageable. Some special requirements have also been placed upon mid-rise structures (4 stories and higher, up to highest floor level of 55 feet measured from the lowest firefighter access point).

d. The additional requirements included herein are necessary to properly protect the health, safety and welfare of the residents and workers of the Town of Mammoth Lakes.

e. Revenue shortages make it difficult to locate additional fire stations and provide staffing sufficient to control fires in single and multi-story retail, commercial and industrial buildings, making enhanced built-in protection necessary.

f. The sections of the California Fire Code may be referred to by the same number used in said published compilation preceded by the words "Mammoth Lakes Fire Protection District's Fire Code Section" or "Fire Code Section."

Section 2. **PURPOSE**. The purpose of this ordinance is to adopt the 2022 California Fire Code, California Code of Regulations, Title 24, Part 9, as amended, to govern the safeguarding of life and property from fire, explosion hazards, and hazardous conditions and to regulate the issuance of permits and collection of fees.

Section 3. **AUTHORITY**. This ordinance is adopted pursuant to Health ad Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 which allow a city or county to adopt modifications or changes to the California Fire Code that are reasonably necessary because of local climatic, geological, and topographical conditions.

Section 4. **APPLICATION AND ADOPTION OF THE CALIFORNIA FIRE CODE**. Except as stated in this Section or as amended below in Section 5 of this Ordinance, all the provisions and appendices of the 2022 California Fire Code, inclusive of all the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the Town of Mammoth Lakes. In addition, the following provisions that are excluded in the 2022 California Fire Code are here by adopted – Chapter I, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2 and 1103.2 are adopted.

Section 5. **AMENDMENTS TO CALIFORNIA FIRE CODE**.

A. **SCOPE AND GENERAL REQUIREMENTS – CHAPTER 1**

1. Section 101.1 **Title**, Insert: These regulations shall be known as the *Fire Code* of the **Mammoth Lakes Fire Protection District** (MLFPD), hereinafter referred to "this code".

2. Section 101.4 **Severability** is deleted in its entirety and replaced with the following:
If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

B. **APPLICABILITY.**

1. Section 102.5 of the California Fire Code is amended as follows:
102.5. Application of the residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

C. **DEPARTMENT OF FIRE PREVENTION.**

1. Sections 103. 4 and 103.4.1 of the California Fire Code are deleted in their entirety and replaced with the following:

2. Section 103. 4 **Liability.** Any liability against the Mammoth Lakes Fire Protection District or any officer or employee for damages resulting from the discharge of their duties shall be provided by law.

D. **GENERAL AUTHORITY AND RESPONSIBILITIES.**

1. Section 104. 1 General. Add the following section:

2. Section 104.1.1 **Authority of the Fire Chief and Fire Department**

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Mammoth Lakes Board of Commissioners.

2. The Fire Chief is authorized to administer, interpret, and enforce this ordinance. Under the Fire Chief's direction, the Mammoth Lakes Fire Protection District is authorized to enforce ordinances of the Mammoth Lakes Fire Protection District pertaining to the following:

2.1. The prevention of fires.
2.2. The suppression or extinguishment of dangerous or hazardous fires.
2.3. The storage, use and handling of hazardous materials.
2.4. The installation and maintenance of automatic, manual, and other private fire alarm systems and fire extinguishing equipment.
2.5. The maintenance and regulation of fire escapes.
2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
2.7. The maintenance of means of egress.
2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The Fire Marshal under the authority of the fire chief is hereby authorized to enforce the provisions of the California Fire Code and shall have the authority to render interpretations of the code, and to adopt policies, procedures, rules, and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules, and regulations shall be in compliance with the intent and

purpose of the code and shall not have the effect of waiving requirements specifically provided for in the code.

4. The following persons are hereby authorized to interpret and enforce the provision of this ordinance and to make arrest and issue citations as authorized by law:

1. Chief Officers and members of the fire prevention division shall each have the powers of a police officer in performing their duties under this code.

2. Designated members of the Fire Department may act as peace officers only as permitted by Section 830.37 of the California Penal Code (Arson Investigating Unit Fire Department or Fire Agency Members). All members of the fire department with the rank of chief and members of the fire prevention division who are peace officers as defined in section 830.37 of the Penal Code and members who have been designated by the fire chief as arson investigators and who have satisfactorily completed the courses of training required by section 832 of the Penal Coe are designates as peach officers for the purposes of section 171c, 171d, 12027 and 12031 of the Penal Code while engaged as members of the an arson investigating unit, regularly employed and paid as such, in the apprehension of persons who have violated or who are suspected of having violated any fire law, or while exclusively engaged in the enforcement of law as relating to fire prevention and fire suppression.

3. Fire District employees serving as peace officers may be authorized to carry a weapon pursuant to Section 836 as to any public offense with respect to which there is immediate danger to person or property, or of the escape of a perpetrator of that offense, or pursuant to Section 8597 o r 8598 of the Government Code. These peach officers may carry firearms any place in the state for the purpose of performing their primary duty or when making an arrest if authorized and under terms and conditions specified by the Fire District:

a. Members of an arson-investigating unit, regularly paid and employed in the capacity, of a fire department or fire protection agency of a county, city, city, and county, district, or the state, if the primary duty of these peace officers is the detection and apprehension of persons who have violated any fire law or committed insurance fraud.

b. Members other than members of an arson -investigating unit, regularly paid, and employed in that capacity, of a fire department or fire protection agency of a county, city, city and county, district, or the state, if the primary duty of these peace officers, when acting in that capacity, is the enforcement of laws relating to fire prevention or fire suppression.

4. Section 104.10 **Fire Investigation**, add the following:
Fires are presumed to be suspicious until proven otherwise. Suppose it appears to the Fire Department Investigator that such incident is suspicious in origin. In that case, that individual is authorized to take immediate charge of all physical

evidence relating to the cause of the incident and to pursue the investigation to its conclusion. This action is accomplished under the direction of the Fire Chief or authorized Division Chief and, if necessary, in cooperation with the appropriate law enforcement agency.

5. Section 104.10.1 **Technical Assistance**, add the following:
The fire department is authorized to promptly investigate the cause, origin, and circumstances of every fire or hazardous materials incident occurring within the district boundary involving loss of life or injury to person or destruction or damage to property. For a fatality or significant loss of property, the fire code official shall contact the State Fire Marshal's Office for notification and request for assistance. The fire code official can also request the owner or operator to hire a private fire protection or hazardous materials investigator, acceptable to the fire code official and at the expense of the owner or operator, to provide a full report of the incident, including, without limitation, such matters as origin, cause, circumstances, or proposed solution to the problem.

6. Section 104.11.4; Penal Code 451 **Financial Responsibility**, add the following:
Any person who personally, or through another, willfully, negligently, or in violation of law, sets a fire, allows a fire to be set, or allows a fire kindled or attended by him/her to escape from his/her control, allows any hazardous material to be handled, stored, disposed of, or transported in a manner not in accordance with this Code, State law or nationally recognized Standards, allows any hazardous material to escape from his/her control, allows a continuation of a violation of this Code can be held liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident. Such expense may be a charge against that person.

7. Section 105.6.32 **Open burning**.
An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or their public or private ground. Instructions and stipulations of the permit shall be adhered to.

   REMOVE: Exception: Recreational fires.

8. Section 105.6.10 **Cryogenic Fluids – Outdoor Storage**. Amended as follows:
The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the Fire District without special permit from the Fire District.

9. Section 105.6.16.2 Flammable **and Combustible Liquids**. Add the following subsections:
2.3 Storage of Flammable and Combustible Liquids.
The storage of Class I, Class II, and Class III liquids in aboveground tanks outside of buildings is prohibited within the limits of the Fire District without special permit from the Fire District.
2.4 The storage of Class I, Class II, and Class III liquids in aboveground tanks is prohibited within the limits of the Fire District without special permit from the Fire District.

E. **FEES.**

1. Section 106. 2 of the California Fire Code is deleted in its entirety and replaced with the following:

2. Section 106.2 **Schedule of fees.** The Fire Chief may establish a schedule of fees, as approved by the Board of Commissioners, to be charged and collected for plan checking, required inspections services, and for the issuance of permits pursuant to Section 105 of this Code. In addition, this schedule may include a fire service Cost Recovery and an Abatement Recovery fee to be charged to any person, firm, corporation, or business that through negligence, violation of the law or as a result of carelessness is responsible for the cause of any fire service response to the scene of such an incident.

   Fees for services and permits shall be as set forth in the Mammoth Lakes Fire Protection District's Fee Schedule Ordinance No. XX-XXXX

F. **VIOLATIONS.**

1. Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

2. Section 110.4 **Violation and penalties.**

   It shall be unlawful for any person, firm, corporation, or association of persons to violate any provision of this ordinance, or to violate the previsions of any permit granted pursuit to this code. Punishments and penalties for violation shall be in accordance of the Mammoth Lakes Fire Protection Districts Fee Schedule (Ordinance No.), Health and Safety Code Sections 17995 through 17995.5, and Mammoth Lakes Fire Protection District's Administrative Citation Ordinance No. ---

   Add the following section:

3. Section 110.5 **Inspection and violation cost recovery.**

   Account of Costs and Receipts. The enforcement official will keep an itemized account of the costs of enforcing the provision of this part and shall fees be collected within thirty days (30) days of completion of work from the property owner.

4. Section 110.6 **Lien Procedures.**

   1. The code enforcement officer or other authorized town official shall keep an itemized report of the costs incurred by the town in the abatement of any public nuisance, including any attorneys' fees. In addition to any accrued fees and penalties due. The property owner shall be invoiced for the total. The property owner may appeal the amount of any invoice to the Board of Commissioners, which shall hear and consider such appeal in the same manner as an appeal of a hearing on the existence of the nuisance per the

Administrative Ordinance XX-XXXX. Once the invoice amount is finalized, payment shall be remitted promptly. If payment is not received, the itemized report shall be submitted in writing to the Mono County recorder's office. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous.

2. Upon receipt of the itemized report, the Mono County recorder's office, or his or her designee, shall serve notice of the lien in the same manner as summons in a civil action in accordance with Code of Civil Procedure Section 415.10 et seq. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation in the town. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day. Publication shall be made on each day on which the newspaper is published during the ten-day period.

3. After notice has been served, the lien shall be recorded in the Mono County recorder's office and, from the date of recording, shall have the force, effect and priority of a judgment lien.

4. The lien shall identify:

    a. The amount of the lien;

    b. The agency on whose behalf the lien is imposed;

    c. The date of the abatement order or citation;

5. The street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and

6. The name and address of the recorded owner of the parcel.

7. In the event that the lien is discharged, released or satisfied, through either payment or foreclosure, notice of the discharge containing the information specified in subsection E shall be recorded by the Mono County recorder's office.

8. A lien may be foreclosed by an action brought by Mono County for a money judgement.

9. The District may recover from the property owner any cost incurred in the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

10. A lien may be foreclosed by an action brought by the town for a money judgment.

Section 106.7 Demand and notice of Proposed Special Assessment

1. As an alternative to the procedures set forth in Upon completion of abatement, the enforcement officer or other authorized official shall keep an itemized report of the cost

incurred by the District in the abatement of any public nuisance, including any attorneys' fees, in addition to any fees and penalties due. The property owner shall be invoiced for the total. The property owner may appeal the amount of any invoice to the Board of Commissioners following the Administrative Citation Ordinance No XX – XXXX. Once the invoice amount is finalized, payment shall be remitted promptly. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous.

2. Upon receipt of the itemized report, the District shall serve notice by certified mail, to the property owner, if the property owner's identity can be determined from the county assessor's or county recorder's records. The notice shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

G. **DEFINITIONS – CHAPTER 2**

1. Section 201.1 Scope, add the following:

   Whenever the terms Jurisdiction, Fire District, or Fire Department is used, it shall mean the Mammoth Lake Fire Protection District. The Fire Chief or Chief, the Fire Chief of the Mammoth Lakes Fire Protection District. Fire Code Official is the Fire Chief, Fire Marshal, Fire Prevention inspector or other assigned person representing the Fire District.

2. Section 202. The following definitions have been amended or added to section 202, General Definitions:

   ALTERATION. Any construction or renovation to an existing structure other than repair or addition. A change, addition, modification in construction, occupancy or use, or structural repair to an existing building or facility. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, painting, or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.

REMODEL (SEE ALTERATION). The act of reconstructing a one- or two-family residential structure where 50 percent or less of the structure is demolished and rebuilt. Actions where greater than 50 percent is remodeled shall be considered new construction per this code and require the owner to comply with the provisions of the most recent fire code, including an automatic sprinkler system. The determination of percentage shall be established jointly between the owner or owner' s representative, and the fire code official, with the Chief being the final decision maker. Remodel activities may require a construction permit from the Fire District depending on the extent of modifications.

BUILDING ACCESS. Means an exterior door opening conforming to all the following:

1. Suitable and available for fire department use, opening onto or adjacent to a public way or a fire department access road as described in Section 502.

2. Located not more than 2 feet above adjacent ground level.

3. Leading to a space, room or area having foot traffic communication capabilities with the remainder of the building.

4. Designed to permit access with the use of keys available in an approved key lock box, if required.

LOW-RISE BUILDING. Any building having space used for human occupancy where the uppermost floor is less than 24 feet in height measured from the floor of the lowest level of building access. This structure is typically known as a three-story building. Measurement will be from the floor of the highest level that can be occupied to the lowest floor level of building access.

MID-RISE BUILDING. Any building having space used for human occupancy where the uppermost floor is 24 feet or greater and less than 55 feet in height measured from the floor of the lowest level of building access and not defined as a low rise or high-rise building. Measurement will be from the floor of the highest level that can be occupied to the lowest floor level of building access.

HIGH-RISE BUILDING. Any building having space used for human occupancy where the uppermost floor is 55 feet or greater in height measured from the lowest floor level of building access, as defined in Section 202. No structure shall be taller than 120 feet in height as calculated from the lowest level of building access to the apex of the roof.

DECLARED PARCEL. A legally described parcel assigned an assessor's parcel number, which contains excessive flammable vegetation and/or objects that are a fire hazard and constitutes a public nuisance that must be abated.

EMERGENCY ACCESS ROAD/FIRE LANE. A road or other passageway developed to allow the passage of fire apparatus and other emergency vehicles. An Emergency Access Road/Fire Lane is not necessarily intended for vehicular traffic or other than fire apparatus and posted in accordance with Vehicle Code Section 22500.1 Emergency Access Roads/Fire Lanes shall be a minimum of 16

feet wide but may need to be wider depending upon the degree of curves or proximity to the structure. The blocking of Emergency Access Roads/Fire lanes may be modified for special circumstances as determined by the fire code official based on condition of terrain, climatic conditions, very high fire severity zones, and other such local conditions.

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building, or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, and access roadway.

FUEL MODIFICATION. Any modification or removal of fuels to reduce the likelihood of ignition or the resistance to fire control.

FIRE TRAIL. A graded fire break of sufficient width surface and design to provide access for people and suppression equipment and to assist in preventing surface extension of fires.

OPENING BURNING. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues, or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

RECREATIONAL FIRE. An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill, or barbeque pit and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking, warmth, or similar purposes.

TRAINED CROWD MANAGER. Standby personnel, usually security or usher personnel, who are trained in the proper procedure to exit people from a tent in an orderly and calm fashion in the event of an emergency. There shall be one properly trained crowd manager for every 250 patrons.

VEHICULAR WAY. A route provides for vehicular traffic, such as in a street, driveway, or parking facility.

H. GENERAL PRECAUTION AGAINST FIRE - CHAPTER 3

1. Section 307.2 Permit Required is amended to include:

A wildland fuel modification plan for new construction is required in all very high fire hazard severity zone areas and wildland/rural interface areas. Where a new multifamily housing project, planned unit development, a subdivision of land, or prior to any remodeling, modification, or reconstruction of a structure where such remodeling, modification, or reconstruction of 50 percent or more of the structure, an

application may be required to include a fire hazard reduction analysis and a fuels management plan completed by an approved fuels management specialist, at the expense of the applicant.

2. Section 307.4.2 **Recreational fires**. Recreational fires are amended to include:

Recreational fires outside of approved campgrounds are prohibited without the approval and permit from the fire code official, following the submission, review, and approval of a permit application and a site inspection.

Exemption: Propane-operated appliances that are UL or ASMI listed manufactured GAS (LPG or NG) outdoor flame devices, such as: Gas BBQs or Gas Fire-pits that comply with the Fire Code. Pellet-fed smokers.

All fire rings shall be constructed of stainless metal, metal, brick, or concrete no wider than three (3) feet in diameter and no higher than two (2) feet, located a minimum of twenty-five (25) feet from a structure or combustible material (MODIFIED to be more consistent with the USFS policy).

The fire ring shall have a screened cover with mesh screening no greater than one-half of an inch in size and large enough to cover the entire ring or structure used for burning.

The exception for one- and two-family dwellings is eliminated; a permit is required and can only be obtained by the property owner. The owner is required to be on-site during the recreational fire burn.

Recreational fires are permitted at private residences during the year, and during stage 1, fire restrictions when allowed in designated campsites. Recreational fires are prohibited in Stage 2 fire restrictions, no burn days, red flag warnings, high wind warnings, or "very high" or "extreme" fire danger days (Modified to be more consistent with the USFS).

Unpermitted and burning during fire restrictions are subject to a citation. It is a federal offense punishable as a Class B misdemeanor by a fine of not more than $1,000 or imprisonment for not more than twelve (12) months or both. A citation for violating fire restrictions prompts a mandatory court appearance. Requirements for recreational fires shall be always followed, not following the requirements is also subject to a citation (Title 18 USC 1856, Title 43 9212.4, and/or appropriate State laws (NEW).

If violating a fire restriction order results in a wildfire or structure fire, the violator will be liable for any and all suppression costs resulting from the wildfire to the property and resources. Criminal charges may also be imposed.

Recreational fire permits shall be effective only for the year of issuance, ending on December 31 of the year of issuance, and may be suspended due to fire danger or by the discretion of the fire official.

3. Section 308.1.4 **Open-flame Cooking Devices**. Open-flame cooking devices is amended to read the following:

Charcoal burners, wood BBQs, and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Enclosed pellet grills and smokers are allowed.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies, and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

4. Section F308.1.6 **Open-flame Devices**. Add the following:

Only open-flame candles in approved containers with substantial noncombustible bases and where the candle flames are protected shall be permitted in A, B, and M occupancy types.

5. Section 308.1.6.3 **Sky Lanterns or similar Devices**. Add the following:

A person shall not release or cause to be released a sky lantern or similar device.

I. **GENERAL REQUIREMENTS**. Add the following section:

1. Section 321.1: **Wood burner Inserts**.

A building permit shall be obtained from the Town of Mammoth Lakes prior to the start of any work and a rough in and final inspection is required before the project is deemed complete.

Dimension to Combustibles: A minimum of 48 inches vertically of non-combustible material shall be installed within the chase area measured from the top of the existing prefabricated metal firebox. A minimum of 24 inches horizontally of non-combustible material shall be installed within the chase area measured from the edge of the wood burning insert. Some construction exceptions may be permitted due to unforeseen circumstances. Further, should the manufacturer's minimum dimension be greater than the above dimension, the manufacturers dimension shall prevail.

Air Channels around Enclosure Panel: Per NFPA 211, passive circulation shall be maintained in the void space around the wood burning insert and the prefabricated fireboxes. Passive circulation shall be installed in each corner of the panels installed with the insert.

Circulation of Air in the Prefabricated Fireboxes: Passive circulation shall be maintained around the walls of the prefabricated firebox.

Lintel Bar: All lintels and all supporting material for said lintels shall be of non-combustible material and no air gap shall be permitted.

Flue Pipe: Required spacing of not less than two inches shall be maintained for all installations. All installations shall be installed wit approved liner and flue cap. The flue cap shall conform to the new liner and shall not interrupt the air flow of the

original flue pipe assembly. Existing non-conforming shall not apply, and any modification shall be required prior to "Final" being issued. Inspection and verification shall be required.

Support of Prefabricated Fireboxes at the Base of Unit: Should the wood burning insert assembly weight more than 200 pounds then the base of the prefabricated firebox shall be supported by an approved methods and means. Should the complete assembly of the wood burning insert exceed more than two stories in height than the base of the prefabricated fire box shall be supported regardless of the weight of the wood burning insert.

All wood burning inserts installed into a prefabricated firebox within the Town of Mammoth Lakes shall be removed and reconstructed to meet the requirements of this section upon the sale of the real property within which the wood burning insert is located, or by October 31, 2022, if no sale has occurred prior to that date. This requirement shall apply to all occupancy types including single family homes, multifamily residential structures, and commercial structures in with wood burning inserts have been installed.

J. EMERGENCY PLANNING – CHAPTER 4

1. Section 404.2.2 **Fire Safety Plans**. Add the following:

A pre-fire plan shall be required for all mid and high-rise buildings. The plan shall be prepared in conjunction with the owners or their operators, administrators, or managers in cooperation with the Fire District. The owner shall assign a person who will work with the Fire District in the establishment, implementation, and maintenance of the pre-fire plan. For mid and high-rise buildings, owner(s), operator(s), and manager(s) shall provide a list noting the occupied rooms, including those with special emergency evacuation requirements to the fire department in the event of an emergency.

K. FIRE SERVICE FEATURES – CHAPTER 5

1. Section 503.1.1 **Buildings and Facilities** is amended to include:

1. The Fire District shall require an Emergency Access Road (s) when any Group R Occupancy project consists of more than 24 units. When there are more than 49 units accessed from any Fire Apparatus Access Road, then a minimum of two Fire Apparatus Access Roads shall be provided. Fire Apparatus Access Roads shall comply with Town of Mammoth Lakes Public Works Department standards but shall be no narrower than 24 feet wide edge of pavement to edge of pavement (excludes curb and gutter.)

2. Buildings, portions of buildings, or facilities exceeding forty-five (45) feet in height above the lowest level of building access may be required to provide Emergency Access Roads capable of accommodating fire department apparatus. Overhead utility and power lines shall not be located within the Emergency Access Road(s). At least one of the required Emergency Access Roads logistically may be required to be located within a minimum of fifteen (15) feet

and a maximum of thirty (30) feet from the building and may be requested to be placed parallel to one side of the entire structure and/or at a prominent corner of the structure. Emergency Access Roads may be modified for special circumstances as determined by the fire code official.

There shall be no modifications to non-conforming building lots that are located on non-compliant Fire Apparatus Access Roads within the Fire District.

2. Section 503.2.1 **Dimensions** is amended to:
   1. Fire Apparatus Access Roads shall have an unobstructed width of not less than 24 feet from the edge of the pavement to edge of pavement (not inclusive of curbs/gutters).
   2. Road widths shall be a minimum of thirty (30) feet when parking is allowed on one side of the roadway.
   3. Road widths shall be a minimum of forty (40) feet when parking is unrestricted.

3. Section 503.2.2 **Road Medians** added the following section:
   1. Divided highway routes shall comply with the California Highway Design manual for standards pertaining to width, slopes, barriers, curbs, and meridian characteristics. The Fire District shall require turn-a-rounds at designated locations with turning radius sufficient to comply with fire apparatus needs.

4. Section 503.2.3 **Surface** is amended to include:

   1. Fire Apparatus Access Roads and Emergency Access Roads shall be designed and maintained with a minimum first lift of asphalt, concrete, or a road base with a structural road section capable of supporting 75,000 pounds as determined by a Certified Engineer prior to the delivery of wood products, modular components, or flammable/combustible construction materials or furnishings.

   2. Emergency Access Road may be constructed of open cell pavers as approved by the fire code official but must be maintained so as to provide a vegetative cover during the summer months. Snow removal will be required from Fire Apparatus Access Roads and Emergency Access Roads/Fire Lanes and vacant structure parking lots once every 24 hours to within 6-8 inches of the road/paver surface and the owner shall be responsible for repairing any damaged to the surface as needed shortly after the beginning of the summer season.

5. Section 503.2.4 Turning Radius is amended to include:
   1. The turning radius of a Fire Apparatus Access Roads and Emergency Access Road shall be no less than 40 feet interior radius and 60 feet outside radius unless determined otherwise by the fire code official. Parking lots that are not affiliated with structures or provide access to structures need only have 28-foot interior radius and 52 feet outside radius.

6. Section 503.2.5 **Dead Ends** is amended to include:

   1. The maximum length of a single access road shall be no greater than 1500 feet I length. Lengths greater than 1500 feet shall require two points of access. The length may be modified for special circumstances as determined by the fire code

official based upon vehicle congestion, condition of terrain, climatic conditions, very high fire severity zone, or other such local conditions.

7. Section 503.2.7 **Grade** is amended to include:

   1. Minimum Specifications is amended to include transitions between grade changes shall not exceed five percent (5%) and shall not interfere with the angle of approach, angle of departure or high centering of fire apparatus.

8. Section 503.3 **Marking** is amended to include:

   1. Section F503.3 Marking is amended to include: No Parking/Fire Lane" signs shall be located and maintained alongside Fire Apparatus Access Roads and Emergency Access Roads/Fire Lanes at intervals not greater than 100 feet. These signs shall be placed on the roads at the time that wood products are delivered, modular components are dropped off, or flammable/combustible construction materials or furnishings arrive on site. Where fire lanes exist on private property, it shall be the responsibility of the private property owner/Homeowners Association to maintain and replace snow stakes/ signage.

   Emergency Access Roads shall be signed at both ends of the roadway stating " Fire Lane/Emergency Vehicles Only"

   Where it has been determined by the fire code official that curbs for a project should include red painted curbs or stripping, the areas shall be painted and maintained by the property owner such that they are colored red throughout the year.

9. Section 503.4 **Obstruction of Fire Apparatus Access Roads** is amended to include:

   1. Storage of building materials shall occur outside the pavement area of Fire Apparatus Access Roads and Emergency Access Roads. Offloading of building materials and dumping of refuse bins may occur in the Fire Apparatus Access Roads and Emergency Access Roads so long as the obstruction may be moved immediately for emergency vehicles. Fire Apparatus Access Roads shall not be obstructed in any manner, including the parking of unattended vehicles or the unauthorized placement of any type of materials, speed bumps, traffic calming devices, or humps.

   2. All private roads that contain a gate or barricade shall ensure that the road is passible and free from excessive amounts of snow that prevents emergency vehicles to and through the gate or barricade.

10. Section 503.5 **Required gates or barricades** is amended to include:

    1. Owner installed gates and barricades/bollards plans and specifications shall be submitted to the Fire District for review and approval prior to construction.

    2. A minimum clear, unobstructed width of 24 feet for two lane or 14 feet for single lane shall be provided.

3. The location of the gate shall have a minimum setback of 40 feet from the intersection with any road.

4. All gates/ barricades shall be functional in all weather conditions, including heavy snow.

5. For electric operating gates, a radio-controlled opening device shall be the primary means of operation with an approved key operated switch or touchpad keyboard used as a backup system.

6. For non-powered gates, a key box approved by the fire official shall be provided an approved location.

7. In the event of power failure, all remote-controlled gates shall automatically open and stay open until power is restored.

8. All barricades/bollard shall be removable or allow for passage of fire vehicles in the event that emergency vehicles need to pass through the barricaded area. Only approved traffic bollards shall be used withing the District.

9. The Fire Chief shall approve the placement of an electric operating gates.

10. The Fire Chief has the authority to have the gate or barrier removed if the gate is not maintained free of snow for operational for emergency operations.

11. Section 504.3 **Access to Building Opening and Roofs**.

1. Stairway Access to Roof shall be amended to include: New buildings four or more stories in height shall be provided with approved roof access to the roof regardless of roof slope. Parapets shall not exceed 48 inches on more than two sides of the building.

12. Section 505.1 **Premise Identification**. Premise Identification is amended to include:

1. Number or letters used shall be placed above snow level, in the vicinity of driveway, and if the structure is located more than 50 feet from the fire apparatus access road, the fire code official reserves the right to require multiple locations. When illuminated numbers of addresses are used, they shall be maintained in working worder. The umbers and letters will be in a color that contrasts with their background and must adhere to the Town's approved numbering sequence.

For complexes and large building, a directory and premises map with approved addressing must be installed at a location and in a format approved by the fire code official.

13. Section 506.1 **Key Boxes**. Key boxes are amended to include:

1. When the building is equipped with either a built-in automatic fire suppression system, fire detection/ alarm system, or as required by the fire code official, the fire code official is authorized to require a key box to be installed in an accessible and approved location. The key box installer shall follow the manufacturer's recommended installation guidelines. The owner(s) shall provide

a master key(s) that works for all lockable units and facilities at the subject property. The owner shall notify the Fire District whenever there is a change in key(s) or when additional lock(s) are added for keys to be incorporated into the box.

2. Each individual building in a condo, apartment, duplex, townhome, or commercial complex shall have a knox box installed with a master key at the main entrance of each building or as directed by the fire official (NEW).

15. Section 507.5.1 **Fire Protection Water Supplies**. Required Water Supply shall be amended to include:

Fire hydrants that are internal to a condominium, hotel/motel, mobile home park, or townhome project shall be the responsibility of the owner or association to replace, maintain, or keep available for fire suppression purposes. This responsibility shall include meeting all requirements of the Fire District pertaining to bollards, posting of signs, prohibiting parking, and snow storage. This work needs to be performed in conjunction with the Mammoth Community Water District.

15. Section 509.2 **Fire Protection and Utility Equipment Identification and Access.** Equipment Access. Add Emergency Equipment Room to the following:

1. Provisions for an approved on-site fire suppression equipment storage room shall be made at an approved location(s). Size requirements are occupancy-use dependent and will be determined upon submission of use permit and project plans based upon expected equipment needs.

16. Section 510.1.1 **Emergency Responder Radio Coverage**. Emergency Responder Radio Coverage in Building shall be amended to include:

1. At the owner's expense, the Fire District reserves the right to require the installation of a radio transceiver in any building within the Fire District. This condition would be implemented whenever a structure is constructed or has been constructed, which inhibits standard portable two-way radio communications.

L. BUILDING SERVICES AND SYSTEMS – CHAPTER 6

1. Section 603.3.1 **Building Services and System - Fuel Oil Storage in outside, above-ground tanks**. Amended to include:

All new storage of kerosene or heating fuel in containers 50 gallons or greater shall require a permit issued by the Fire District. With such permits, the container shall be located a minimum of 10 feet away from the non -shedding side of any structure or approved subject to site specific plans to be approved by the fire code official. All such containers shall be appropriately placarded with a flammable liquid sign indicating the UN Identification Number adhered to the tank or marked in 4-inch letters located on the side of the tank. Tanks shall be marked with a minimum of one 10-foot snow stake topped with green paint.

2. Section 603.6.3 **Decorative Shrouds**, add the following:

1. Designed of a non-combustible support structure that is securely attached to the top of the chase with either non-combustible solid or mesh siding material with either a removable top or no top at all. The exposed top of the chase shall in all cases be of non-combustible construction material.

2. If solid siding material is used, a six (6) inch gap is needed between top of chase material and bottom edge of cupola siding material.

3. If mesh screening material is used, openings in mesh shall be no less than one-half (1/ 2) inch. Support material for mesh sided cupolas shall be no more than 30%^. If louvered design is used, support material shall be no more than 30%^.

4. For cupola design with a top, material shall be a minimum of six (6) inches above the top surface of the flue cap to the bottom surface of the cupola top material. Top material can be either level or sloped, but six (6) inch minimum clearance between flue cap and top shall be maintained.

5. Masonry chimneys shall have a one-half (1/2) inch screening placed at either the terminus of the fireclay liner or brick or incorporated into the cupola design. Multiple flues in one masonry chimney shall not be permitted for medium or high heat appliances or commercial and industrial incinerators.

6. Single Family/Multifamily/Commercial/Industrial Single Flue per Chase: The flue pipe termination (the top surface of the flue cap) shall be no closer than thirty-six (36) inches to the top surface of the chase for wood/pellet burning appliances. Flue pipe termination shall be no closer than twenty (24) inches for gas appliances.

7. Single Family/Multifamily/Commercial/Industrial Multiple Flues per Chase: Where there are multiple flue pipes located in a single chase, there shall be eighteen (18) inches of vertical separation (from top of flue cap to top of flue cap) and twenty (20) inches of horizontal separation (from outside wall of pipe to outside wall of pipe) is required for each flue cap to comply. Six (6) inches of horizontal separation distance is required if single wood flue pipe is combined with gas flue pipe in the same chase/ chimney, but vertical separation must still be maintained.

Footnote: This percentage is determined by comparing the net screening or siding area compared to the area of the area of the support structure. The support structure shall not exceed 30%.

K. FIRE PROTECTION & LIFE SAFETY SYSTEM – CHAPTER 9.

2. Section 901.4 **Installation**. Required Fire Protection System is amended to include:

1. Fire protection systems required by this code, or the California Building Code shall be installed, repaired, operated, tested, listed, and maintained in accordance with this code.

2. All fire sprinkler installations and testing shall be conducted by a licensed C-16 contractor licensed with the California State Fire Marshal. All fitters shall show proof of their C-16 licensure during installation and testing.

3. Section 901.4.1 **Required Fire Protection Systems**. Fire Protection Systems for Townhouse, One- and Two-Family Dwelling - Automatic Fire System add the following:

   ALTERATION. The act of reconstructing a one or two-family residential structure where 50 percent or less of the structure is demolished and rebuilt.

   NEW CONSTRUCTION: The act where greater than 50 percent is remodeled, shall be considered new construction per this code, and require the owner to comply with the provisions of the most recent fire code, including an automatic sprinkler system.

   REMODELS: For remodels greater than 50% of the ~~exterior footprint~~ gross square footage and where the total square footage of the structure is greater than 2,500 square feet, exclusive of the garage up to 800 square feet with a one-hour fire barrier, and the entire structure shall comply with all current construction requirements.

4. Section 901.4.4 **Additional Fire Protection Systems**. Additional Fire Protection Systems amended to include:

   Section R313.3.3. Amended: Residential Code R313.1 and R 313.2

   Exemption: Eliminate the wording under R313.1 and 3.3.2

   ADDITIONS TO EXISTING STRUCTURES:

   Section 903.2.1.8 Additional Fire Sprinkler Coverage.

   For additions to existing structures where the finished structure **is greater than 2,700** square feet, exclusive of the garage up to 800 square feet with a one-hour fire barrier shall install a fire suppression system in the addition only.

   Approved automatic sprinkler in **NEW BUILDING AND STRUCTURES**, including additions, shall comply with Sections 903.2.1 through 903.2.12, with the provision that all structures 5,000 square feet or greater (inclusive of the garage) shall be outfitted with an automatic sprinkler system.

   1. Add the following 901.4.6.5 Sprinkler systems, fire hydrant systems, standpipe systems, fire alarm systems, portable fire extinguishers, smoke and heat ventilators, smoke removal systems and other fire - protective or extinguishing systems or appliances shall be maintained in an operative condition at all times whether the structure is occupied or not) and shall be replaced or repaired where defective. Fire protection or extinguishing systems coverage, spacing and specifications and fire alarm systems shall be maintained in accordance with recognized and approved standards at all times. Such systems

shall be extended, altered, or augmented as necessary to maintain and continue protection whenever any building so equipped is altered, remodeled, or added upon based on a permit issued by the fire code official. Additions, repairs, alterations, and servicing shall be in accordance with recognized and approved standards. A report of system activation, cause and correction shall be forwarded to the fire code official after each incident.

5. Section 901.6.2 **Records**. Records are amended to:

   Records of all inspections, tests and maintenance required by the referenced standards shall be maintained and submitted to the Mammoth Lakes Fire Protection District.

6. Section 903.1 **Automatic Sprinkler Systems – General**. Add the following: Due to weather conditions in Mammoth Lakes, owner/architects of fire sprinkler systems are encouraged to only install dry, multipurpose, or antifreeze automatic fire suppression systems. While greatly discourage, in heated locations a water system can be installed, but the sprinkler installation company shall make the owner aware that the temperature of the unit must remain warm enough to prevent freezing of the system, including during power outages.

   The Fire District requires sprinkler systems to be protected to -30 degrees F (minus 30°F). New glycerin antifreeze systems are only permitted to use a mixture of glycerin not exceeding 50% mixture with water (protection down to -20 degrees F) and only factory premixed solution (need temperature verification and certification). A layer of insulation (equivalent to or greater than R38 shall be required to be placed above or around all sprinkler pipe and a notification to the owner that the structure needs to be kept at a temperature that will not cause the freezing of the sprinkler system. Glycol based solutions can be used, but adequate insulation shall be installed to meet the - 30-degree temperature protection requirement. All the air shall be removed from the system as filling occurs.

   For existing structures where there are no resident occupancies, antifreeze systems can continue to be filled with either glycerin or glycol in concentrations that achieve a protection temperature of -30 degrees F. Where there are resident occupancies in structures built prior to the -20 degree requirement (August 2010), and only in places where additional insulation cannot physically be added, the Fire District requires that the owner provide written documentation that they acknowledge having been told what the requirement is, why the change occurred, the history of fires and fatalities in structures of this type, the assumption of risk, and that the owner accepts the risk and responsibility for the concentration above the state mandated 50% glycerin solution. Under no circumstances shall a water - only system be installed or be allowed to operate in an unconditioned area. Wet sprinkler installations may be constructed of Chlorinated Poly Vinyl Chloride (CPVC) materials, but these materials shall only be used when protected with sheetrock, in insulated conditioned spaces, even if used in conjunction with a glycerin mixture.

For all antifreeze systems, thermal expansion loops shall be installed at each floor level where CPVC is used as a freeze protection suppression medium.

All piping materials used in unconditioned areas shall be black steel pipe or copper tubing.

The potable water supply shall be protected against backflow in accordance with Health and Safety Code 13114. 7. This shall be accomplished inside the structures in the vicinity of the riser assembly and the device shall be protected from freezing.

7. Section 903.2.11.1.1 **Opening dimensions and access**. Amended to include:

   An exterior opening to a basement shall have a minimum dimension of not less than 36 inches. Such opening shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

8. Section 903.2.11.1.3 **Basements**. Amended to include: Single and two family dwellings with basements that are greater than 1,000 square feet shall be fitted with an automatic sprinkler systems unless approved types of exterior wall openings are met.

9. Table 903.2.11.6 **Additional Required Fire Suppression Systems,**

   1. Section 914.3.1 amended to read: Highrise buildings having occupied floors located more than 55 feet above the lowest level of fire department building access.

   2. Add the following: Every midrise building must be protected throughout by an automatic fire sprinkler system that is designed and installed in conformance with NFPA 13. Shut-off valves and a water flow alarm device must be provided for each floor.

10. Section 905.2 **Standpipe Systems – Installation Standard**. Add the following:
    1. The potable water supply shall be protected against backflow in accordance with Health and Safety Code 13114. 7. This shall be accomplished inside the structures in the vicinity of the riser assembly and the device shall be protected from freezing.

    2. Each standpipe shall be equipped with an approved 2 1/2-inch outlet not less than 2 feet but not more than 4 feet above the floor level of each story. Standpipe outlets shall be provided at the mid-level point of stair risers on each floor unless approved otherwise by the fire code official. All outlets shall be equipped with an approved valve, cap, and chains. No point within a building requiring standpipes shall be more than 130 feet travel distance from a standpipe outlet connection.

    3. Standpipes shall be equipped with a listed fire department connection. Systems with three or more standpipes shall be provided with a sufficient number of inlets as required by the fire code official. All fire department connections shall be located on the building address street front, not less than three (3) feet but not more than five (5) feet above grade and shall be equipped with an

approved straight -way check valve and substantial plugs or caps. All fire department connections shall be visible, accessible, and clearly marked with approved signage. More than one fire department connection may be required.

4. Every mid-rise building must be provided with a Class I standpipe system in each required stairway. The standpipe system must be separate from the fire sprinkler system. The system must consist of 2½ inch hose valves provided for each floor level above or below grade. Two hose outlets must also be located within 50 feet of the roof, near each stair shaft enclosure that penetrates the roof. Hose connections must be located on the mid-level landing of the required stairways, unless otherwise approved by the fire code official.

11. Section 905.3 **Required Locations**. Add the following:

1. All residential and commercial complexes which cause unusual firefighting problems due to size, access, configuration, location shall be equipped at the discretion of the fire code official with one of more 2 ½ inch valve standpipe(s).

2. Fire Department pump pressure shall be provided at standpipe(s) for each floor on mid and high-rise; Pressures to be calculated and provided by the sprinkler constructor for the project.

Fire Sprinkler systems with multiple areas covered shall have signage *to on each level indicating what areas that sprinkler system covers. (NEW)*

12. Section 906.1 **Portable Fire Extinguishers – Where required.** Amended to include:

1. Group R-3 to the list of required locations for placement of a 2A10BC fire extinguisher.

2. Add the following: All fire extinguishers shall be located in a conspicuous location either mounted a wall with the mounting bracket at 48 inches or in a labeled cabinet marked " Fire Extinguisher Inside". In public occupancies, the Fire District may require wall mounted signs identifying extinguisher locations.

13. Section 907.1 **Fire Alarm and Detection Systems – General.**

Amended to include: To comply with this section, existing construction may install battery operated single station smoke detectors.

14. Section 907.1.3 **Equipment**. **Alarms.**

Amended to read: Fire alarm initiating devices, alarm notification appliances and enunciators shall not be concealed from view, obstructed, or impaired in any manner.

Add the following: Alarms. Approved audible devices shall be connected to every automatic sprinkler system. Such sprinkler water -flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Horn/Strobe alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall

actuate the building fire alarm system. Alarm devices shall be adjusted with an approximate 45 second delay from the time of water activation. All tamper devices shall indicate " supervisory" on the alarm panel and cause a Fire Department response in addition to notification of the property owner.

All new Group R- 3 construction shall install a weatherproof horn/strobe in a prominent location on the front side of the structure viewable from the addressed street. Its power shall be connected to a kitchen refrigerator circuit or a dedicated tamper proof circuit breaker of sufficient amperage capacity.

15. Section 907.2.8.2 **Smoke Alarms**. Add the following:

Smoke and/ or heat detectors shall be required in all A, B, M, R, and S occupancies regardless of construction type to alert occupants or passerby' s of an incident. Detectors shall be connected to an automatic fire alarm installed in accordance with the Fire Code if such a system is required for other reasons in the structure.

Smoke detectors must be provided in accordance with this section. Smoke detectors must be connected to an automatic fire alarm system installed in accordance with NFPA 72. The actuation of any detector required by this section will operate all equipment necessary to prevent the circulation of smoke through air return and exhaust ductwork.

Smoke alarms/detectors must be located as follows:

1. Alarms/Detectors shall be located in every mechanical equipment, electrical, transformer, telephone or data equipment, unmanned computer equipment, elevator machinery or similar room and in all elevator lobbies. Elevator lobby detectors must be connected to an alarm verification zone or be listed as a releasing device.
2. In the main return-air and exhaust-air plenum of each air-conditioning system. Such device must he located in a serviceable area downstream of the last duct inlet.
3. At each connection to a vertical duct or riser serving two or more stories from a return-air duct or plenum of an air conditioning system. In Group R-1 and R-2 Occupancies, an approved smoke detector may be used in each return-air riser carrying not more than 5,000 cubic feet per minute and serving not more than 10 air inlet openings.
4. For Group R-1 and R-2 Occupancies, in all corridors serving as a means of egress for an occupant load for 10 or more.

16. Section 907.5.2.2 **Emergency Voice/Alarm Communication**. Amended to read as follows: Location/Pubic and Common Areas shall provide visible alarm notification appliances shall be provided in all occupied rooms where ambient noise impairs hearing of the fire alarm including but not limited to residential home theaters.

17. Section 907.7.2 Record of Completion. Add the following:

The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations including:

1. A contractor' s statement verifying that the system has been 100% tested in accordance with NFPA 72;

2. The contractor' s affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the fire code official.

18. Section 907.8.5 Inspection, Testing, and Maintenance. Add the following: Fire alarm systems must be certified by a fire alarm testing agency holding a C- 10 (electrical) and C-61 (low voltage) state contractor's licenses in accordance with NFPA 72. Every owner of a fire alarm system subject must provide the Fire District with certification and annual inspection services issued by a licensed fire alarm testing agency verifying that all components of the fire alarm systems are operative and have been tested according to NFPA standards. Fire alarm systems may need to be serviced whenever:

    1. A false alarm occurs for an unknown reason or reasons.

    2. The fire alarm is activated by fire.

    3. The system is in "supervisory" condition"

19. Section 909.2 **Smoke Control Systems – General design requirements**. Amended to read: All buildings, structures, or parts thereof that cover up smoke, heat, and other duct work shall provide for and appropriately label access panels with signage (minimum of 1 inch lettering with inch stroke in the color red on a white background) that indicates the location of all electrical appliances including fans, power systems, and the like and all duct smoke detectors.

20. Section 912 **Fire Department Connections – Location**.

    Amended to include: For all high-rise structures, fire hydrant(s) and fire department connection(s) shall be located within 50 feet of each other and positioned in a location approved by the fire code official. For all other structures required to be outfitted with a fire department connection(s), a fire hydrant shall be no further than 250 feet from the FDC.

    FDC's shall be located on the non-shed side of the structure and easily accessible for fire department personnel (preferably at the front or non-shedding side of the structure). The FDC shall be maintained free of obstructions and snow (New).

M. **ENERGY SYSTEMS. CHAPTER 12**

1. Section 1203.1.3 **Installation.**

    Add the following: Where micro inverters are part of the installation, a micro switch shall deenergize the solar panel and wiring or the installation shall provide for a blade disconnect to be located on the roof or pole, in a labeled weatherproof box, easily accessible to firefighters and in a location approved by the fire code

official. This disconnect shall be a main service disconnect of the DC current completely deenergizing the system from the roof/yard location to the rest of the structure.

2. Section 1204.2.1.1 **Pathways to ridge**.

Amended as follows: The Fire District may permit solar panels to be mounted no higher than the ridge of the roof so long as the opposite side of the roof is accessible for fire ground activities. In addition, the Fire District may require that the design of the panel mounting assembly discourage the accumulation of flammable materials (such as pine needles).

M. MEANS OF EGRESS – CHAPTER 10

1. Section F1004.9 **Posting of Occupant Load**.

Amended to include: All A, B, E, and M occupancies that may be used for assembly purposes such as eating, dancing, drinking, day care facilities, retail, and conferences/meeting establishments shall have a sign prominently displayed within 4 feet of the main exit to exit access doorway from the room or space. All rooms, regardless of occupancy type, with an occupancy greater than 10 shall be provided with an occupancy sign. Sign will consist of 1-inch letters with ½ inch stroke and located on contrasting background.

N. HAZARDOUS MATERIALS – CHAPTER 50

Section 5001.5.1 **Hazardous Materials Management Plan (HMMP)** Amended as follows:

Each application for a permit for businesses handling or storing hazardous materials at ~~anytime~~any time during the year exceeding 55 gallons, 500 pounds or 200 cubic feet shall include a Hazardous Materials Business Plan (HMBP). The location of the HMBP shall be posted adjacent to permits when an HMBP is provided. The HMBP shall include a facility site plan designating the following:

1. Storage and use areas,
2. Maximum amount of each material stored or used in each area,
3. Range of container sizes,
4. Locations of emergency isolation and mitigation valves and devices,
5. Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines,
6. On and off positions of valves for valves which are of the self-indicating type,
7. Storage plan showing the intended storage arrangement, including the location and dimensions of aisles.

The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages. The Plan shall be submitted annually to the Fire District and must be posted in a prominent location at the business and available to emergency personnel in the event of an incident.

Section 5003.2.5 **Empty Containers and Tanks**. Amended as follows:

Empty containers and tanks previously used for the storage of hazardous materials shall be free from residual material and vapor as defined by DOT, the Resource Conservation and Recovery Act (RCRA) or other regulating authority or maintained as specified for the storage of the hazardous material. Containers larger than five gallons incapacity shall be marked with the date they have been emptied and shall be reclaimed, reconditioned, and remanufactured within one year of being emptied. Containers which previously held acute or extremely hazardous materials are considered empty if the container has been triple rinsed and the resonate managed as a hazardous waste. If the activity does not qualify for an exemption, the activity may require a permit to treat on-site.

Section 5003.3.1.4 **Responsibility for cleanup**, add the following:

Upon termination of cleanup activities, the Fire District must be contacted to assess cleanup measures and clear site for preoccupancy or reuse.

P. FLAMMABLE AND COMBUSTIBLE LIQUIDS – CHAPTER 57. Amended as follows:

Section 5701.5 **Material Classification**.

Where in this chapter there is a requirement for Class III-A Liquids, this same requirement shall apply to Class III-B Liquids.

Section 5704. **Storage. Tank Storge** is amended to include:

1. The storage of Class I, Class II, and III liquids in aboveground tanks outside of buildings is prohibited within the limits of the Fire District without special permit from the Fire District.

2. Secondary containment shall be provided for new installations of aboveground tanks and any existing tanks that demonstrate the possibility of a breach in integrity.

Q. **LIQUEFIED PETROLEUM GASES – CHAPTER 61.**

Section 6103.1 **General** is amended to include:

1. All LPG pipelines shall meet the requirements of LPG Industry, including, but not limited to ANSI Z223.1 (The Natural Fuel Gas Code), 49CFR192 (Transmission of Natural and Other Gas by Pipeline), National Fire Protection Association (NFPA) 54, NFPA 58 (LPG Code), NFPA 501A (Installation for Mobile Homes), NFPA 1193D (Installation for Recreational Vehicle Parks, and NFPA 505 (LPG use for Industrial Trucks), and Town of Mammoth Lakes Building Department LPG policies.

2. The Gas Companies and Franchise Line Manager shall provide the Fire Department with updated maps of all new pipelines and isolation valves every six

(6) months. This shall include a baseline map of all existing lines that have been installed prior to the approval of this ordinance.

3. Isolation valves shall be provided for in all new propane lines such that groupings of not more than 40 single family homes or a single structure (regardless of the number of units) such that the flow of propane can be isolated in the event of an LPG leak. This will apply to a grouping of single-family homes or single condo or structure. Valve locations shall be approved by the fire code official and shall be located in a paved location in a roadway, sidewalk, or immediately adjacent to a roadway. All valves that are to be placed in town roads shall require notification and approval from the Town Public Works Department: For any valve located outside the paved portion of a public or private roadway, the gas company shall install a permanently fixed, recessed reflector in the pavement, 10 feet from the gas valve cover, and perpendicular to the valve location to aid in locating the valve.

a. Valves shall be accessible to snow removal equipment and snow shall be removed at least every twenty-four hours when necessary.
b. Valve caps shall be imprinted with the word "GAS" with at least 1" letters. Valve caps shall be painted yellow.
c. All valves will be identified by accurate GPS coordinates, provided to the Fire District with a map within six months of any change.

4. Any new exterior gas lines used to serve a structure, where the lines are run horizontally along the structure shall have bracing every two feet to protect the lines from shifting and snow creep which could break or stress the line.

5. All new shut off valves for a building shall be positioned such that a standard 10-inch crescent/pipe wrench will tum off the propane supply to a structure. Care needs to be taken so that the protective cover does not interfere with access and the ability to shut off the gas flow.

6. All outside propane fire pit designs, as stamped and submitted by a certified engineer, shall comply with the Town of Mammoth Lakes/Fire District's criteria for this type of installation. In particular, the thermocouple shall only be of an approved style/manufacturer. The proponent shall obtain a permit from the Fire District for all outside propane fire pits.

7. The Fire District permits multiple tanks to be located side by side at the same installation without separation due to climatic and safety factors. Connection piping needs to be supported and each individual tank needs to be secured to a concrete pad(s). There should be minimal space maintained between the tanks so that they are not physically touching.

8. Where propane is being used in a structure with a basement, in the event of a propane leak, the structure shall be automatically ventilated using inlet openings where the bottom shall be not more than 6 inches above the floor and,
1) A mechanical ventilation system with a rate of air circulation of at least 1 cubic foot/square foot of basement floor area,
2) Outlets shall discharge at least 5 feet from any opening into the structure or any other structure,

3) Each opening shall have a minimum size of 50 square inches, and the total of all openings shall be at least 1 square inch/square foot of floor area,
4) Shall be initiated by a propane detector which automatically turns the system on when the detector activates.
5). Any supply gas lines two (2) inches in diameter and larger leading to a structure shall be provided with excess flow and isolation valves as part of any construction plan. These shall be located in a location approved by the fire code official.

9. Any of the preceding may be modified or made more restrictive by the Fire Chief.

Section 6103 **Installation of Equipment.** Add the following sections:

Section 6103.1.1 **Propane Detection Device**.

LPG detectors shall be installed wherever LPG is provided, or an LPG appliance is in use. One detector is to be located in the lowest habitable space. If crawl space, sub-floor, or basement exists, a second LPG detector must be installed in proximity to the lowest portion of that area and be interconnected with the detector in the habitable space. If a remote sounder is required, the device must be labeled "Propane Detector" indicating that the device is indicating the presence of propane.

In new construction, a detector can be installed in a propane utility appliance space if desired but must be interconnected with required detectors, if installed. In existing construction, a plug-in type of detector may be installed in a utility space and it does not need to be interconnected with the required detectors.

Add the following sections:
Section 6103.1.2 **Propane Markings**.
All meters and/or regulators shall be marked with a 2-inch minimum reflector (blue preferably) at a minimum height of 10 feet or as high as the structure will permit.

Section 6104.3 **Container Location**. Add the following:

All propane providers shall provide GPS coordinates of all outdoor propane tanks regardless of size and shall be updates when removed or moved.

Section 6104.3.1 **Installation of propane appliances on roof prohibited on new constructed buildings.** Add the following:

Liquefied Petroleum Gas appliances shall not be installed on roof or flat surface where the LPG piping may be damaged due to snow load. (NEW)

Pre-existing propane piping on roofs shall have adequate piping protection to keep the pipes from shifting or from damage (NEW).

Section 6104.4 Multiple Container Installation shall be amended to include:

LPG storage shall not exceed the water capacity as follows:

1. Storage locations with tanks of 5,000 gallons or greater shall have no more than six tanks at any one installation unless approved by the fire code official.

2. Storage sites with 6,000 gallons or more shall be protected with a bulkhead for tank filling and such bulkhead shall comply with the provisions of the California Administrative Code, Title 8.
3. Fencing approved by the fire code official shall be provided for installations of 6,000 gallons or more, provided that every tank having capacity of 6,000 gallons or more shall require a California Department of Industrial Safety inspection and approval. All cargo tanks that are converted to stationary tanks shall be mounted on concrete saddles or engineered steel skids provided that such tanks shall meet all other requirements of the California Fire Code.
4. All LPG stored at any one installation shall be used only through the pipeline system for such installation. No unauthorized field filling of delivery trucks is permitted at storage installations within the District.
5. Any tank bum-off operations shall be permitted, and all conditions of the permit shall be adhered to.
6. All tank exchanges shall require that the company making the exchange provide the Fire District with a diagram of the tank location in relationship to fixed landmarks and property lines (actual distances shall be displayed on the diagram).
7. All gas line additions/modifications, whether in roadways or across private lands, shall be provided to the Fire District before installation for review and permitting, if necessary.
8. Any of the preceding may be modified or made more restrictive by the Fire Chief.

Appendix D **Fire Apparatus Access Roads**

Section F Appendix D103 Minimum Specifications is amended to include: Transitions between grade changes shall not exceed 5% and shall not interfere with the angle of approach, angle of departure or high centering of apparatus.

ORDINANCE NO. XX-XXXXX

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT SETTING FOR THE WILDLAND FIRE PREVENTION, HOME HARDENING, AND DEFENSIBLE SPACE WITHIN THE TOWN OF MAMMOTH LAKES AND SETTING FORTH ABATEMENT PROCEDURES AND ENFORCEMENT OPTIONS.

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT ADOPTING THE 2022 CALIFORNIA FIRE CODE AS AMENDED.

WHEREAS the Mammoth Lakes Fire Protection District ("District") is a community services district organized and operating under the authority of Government Code sections §61000 *et seq.*; and

WHEREAS pursuant to Government Code section §61100, subdivision (d), the District may exercise any of the powers of a fire protection district pursuant Health and Safety Code sections §13800 et seq.; and

WHEREAS Health and Safety Code section 13861, subdivisions (h) and (i) authorize the District to adopt ordinances to establish and enforce rules and regulations for the administration, operation, and maintenance of its fire protection services; and

WHEREAS fires threaten the preservation of the public peace, health, and safety, and are extremely costly, making it necessary that cities, counties, special districts, state agencies, and federal agencies work together to minimize the threat of fires and maximize the ability to extinguish them quickly; and

WHEREAS there is an increased threat of wildfire when open burning, recreational fires are allowed during high fire hazard conditions; and

WHEREAS improperly extinguished recreational fires have the potential to escape the confines of their fire ring and threaten to, and do, spread to nearby wildland and structures; and

WHEREAS by issuing a moratorium on open burning, recreational fires during high fire hazard conditions (Wildland Fire Season), the threat of wildfire can be reduced; and

WHEREAS there is a need to inform purchasers of property within the District of the state and local requirements to have defensible space for their property(s), in order to protect and benefit themselves, their neighborhood, and the community; and

WHEREAS the District seeks to adopt wildland fire prevention and defensible space regulations equaling or exceeding the minimum regulations adopted by the State of California, to insure the preservation of the public peace, health, and safety.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT ORDAINS AS FOLLOWS:

Section I: Purpose.

The purpose of this Ordinance is to:

a. Classify lands within the District in accordance with whether a high fire hazard is present so that District officials and others with similar wildland fire prevention and suppression responsibility are able to identify measures that will retard the rate of spread and reduce the potential intensity of uncontrolled fires that threaten to destroy natural resources, life, or property, and require that those measures be taken.

b. Set local defensible space and wildland fire prevention standards.

c. Define penalties for violations of such standards.

Section II: Findings.

A. Fires are extremely costly, not only to property owners and residents, but also to the public agencies. Fires pose a serious threat to the preservation of the public peace, health, safety, and welfare. Since fires ignore civil boundaries, it is necessary that towns, counties, special districts, and state and federal agencies work together to bring fires under control. Preventive measures are therefore needed to ensure the preservation of the public, peace, health, safety, and welfare.

B. The area within and surrounding the Mammoth Lakes Fire Protection District (MLFPD) is subject to extended periods of no precipitation, low humidity, and high winds. The area within MLFPD is mountainous with steep slopes, which allows the spread of wildfires to rapidly occur. The area is also forested area with high concentrations of trees, many of which are not specifically endemic to the area, therefore are highly combustible. There is also a significant amount of urban interface wherein occupied structures are exposed to wildfires. There are no other feasible mitigation measures possible to reduce the risk of ignition or the spread of wildfires to these structures, other than the defensible space requirements described below.

C. MLFPD also finds that hazardous vegetation and combustible materials pose a danger to the health, safety, and welfare to the residents for the reason set forth above. Therefore, all hazardous vegetation or combustible material located on parcels that are not properly maintained pursuant to this Ordinance constitute a public and/or private nuisance and poses a hazard to the safety of residents and the public generally.

D. The purpose of this Ordinance is to provide for the creation of defensible space not only in and about structures, but also on unimproved parcels so to increase the changes that wildfires that do start do not rapidly spread, and to increase the chances that homes,

structures, and other real property, whether or not improved, will survive a wildfire. The purpose is to also increase the chance that firefighters will be able to stop the spread of a wildfire and extinguish it before burning out of control. Creating such defensible space will also improve the health of the wildlands and forest in and about the MLFPD, which requires removed diseased, dying, or dead trees, reducing the density of trees, brush, and other vegetation, which traditionally was naturally carried out by small fires occurring approximately every 20 years.

E. The District finds all of the above recitals to be true and correct and expressly finds that the regulations contained herein are reasonably necessary because of local climatic, geological, and topographical conditions unique to the Mammoth Lakes area and are further required to reduce the possibility of a fire originating within the District spreading to the adjacent Inyo National Forest of national importance and significance. The Mammoth Lakes Fire Protection District's Chief ("Fire Chief") or the Fire Chief's designee shall enforce the requirements of this Ordinance.

Section III. Authority.

The Board of Commissioners enacts this ordinance pursuant to California Health and Safety Code Sections 14930 and 14931 Concerning the abatement of hazardous vegetation and combustible material; and California Government Code Sections 25845 and 25845.5 regarding the abatement of nuisance and establishment of real property liens.

Section IV. Definitions

The following definitions apply to this part:

ABATE/ABATEMENT. An act used to remove, destroy, eliminate, seize, impound, or any action taken to mitigate a public nuisance.

ABATEMENT COSTS. Any and all costs incurred by the Mammoth Lakes Fire Protection District to abate the hazardous vegetation or combustible material on any property pursuant to this part, including physical abatement costs, administrative, and staff time costs, contractor cost, and any additional costs incurred for the abatement proceeding, including legal costs. Constructor costs shall include the costs of public agencies performing any work, task, or action authorized by this part pursuant to an agreement with the District.

CO-DOMINANT TREES. Trees with crowns forming the general level of the forest canopy and receiving full light from above, but comparatively little light from the sides. Trees that usually have medium sized crowns but crowded on the sides.

COMBUSTIBLE MATERIAL. Rubbish, litter, or material of any kind other than hazardous vegetation that is flammable and endangers the public safety by creating a fire hazard.

DECLARED PARCEL. A legally described parcel assigned an assessor's parcel number, which contains excessive flammable vegetation and/or objects that are a fire hazard and constitutes a public nuisance that must be abated.

DEFENSIBLE SPACE. A minimum area of space that landowners are required to create on their property between a building or structure and the plants, brush, and trees or other items surrounding the building or structure that could ignite in the event of a fire.

FIRE BREAK. A continuous strip of land upon and from which all rubbish, weeks, grass, and other growth that could be expected to bum has been abated or otherwise removed in order to prevent extension of fire from one area to another.

FIRE TRAIL. A graded fire break of sufficient width surface and design to provide access for people and suppression equipment and to assist in preventing surface extension of fires.

FLAMMABLE VEGETATION. Any material, live or dead, which is combustible during normal summer weather.

FUEL REDUCTION ZONES. Fuel Reduction Zones include all land within District boundaries.

FUEL MODIFICATION. Any modification or removal of fuels to reduce the likelihood of ignition or the resistance to fire control.

HAZARDOUS VEGETATION. Vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, stubble, brush, pine needles, etc.

IMPROVED PARCEL. A portion of land identified by an assessor's parcel number upon which a structure is located.

INTERMEDIATE TREES. Trees that are shorter than dominant and co-dominant trees, but tops extend partially into the co-dominants. They receive little direct light from above and none at all from the sides.

OPEN SPACE. When access to open land/space or a fire trail system maintained for public or private use is obstructed by new development, the developer shall provide acceptable access into the area as approved by the Fire Chief for fire personnel and apparatus.

RESIDENTIAL AND COMMERCIAL PARCELS. Residential and Commercial Parcels shall include all improved and Unimproved single-family lots, improved commercial properties and all common area parcels maintained or owned by condominium or townhome developments, or homeowners or property-owners associations or similar common-ownership organizations within District boundaries.

SCRUB. A woody plant which is smaller than a tree and has several main stems arising at or near the ground. Synonyms: bush, brush, woody plant, etc.

STRUCTURE. Any dwelling, house, building or other type of flammable construction attached to or near any other structure.

SUPPRESSED TREES. Trees which have crowns in the lower layers of the canopy. They receive virtually no direct sunlight, and they are generally growing very slowly.

UNIMPROVED PARCEL. A portion of land identified by an assessor's parcel number upon which no structure is located.

Section V. Duty to abate hazardous vegetation and combustible material.

Owners of Residential and Commercial Parcels shall:

Comply with all requirements set forth in the California Fire Code, as amended, International Wildland Urban Interface Code, California Public Resources Code sections 4291 through 4299, Government Code sections 51181 and 51182, Chapter 9, 9.32, Part 4, California Code of Regulations, Title 14, section 1299.03, as amended from time to time, and any additional regulations adopted thereunder. The defensible space requirements are intended to both supplement and supersede the defensible space requirements of Public Resource Code Section 4291. All of the requirements of PRC Section 4291, as amended and this Ordinance shall be required within all areas of the MLFPD.

It shall be the duty of every owner, occupant, and person in control of any improved or unimproved parcel of land or interest therein, which is located in the Town of Mammoth Lakes, to abate therefrom, and from all private roadways, all combustible material and hazardous vegetation constituting a fire hazard that may endanger or damage neighboring property.

Add the following sections to the California Fire Code, **Chapter 49, Section 4907, Defensible Space**:

A. For improved parcels:

1. Section 4907.2 **Fire Break/Continuous Vegetative Fuel Source for Lots and Structures**.
   Maintain around and adjacent to any such building or structure a fuels reduction program or firebreak by removing excessive brush, flammable vegetation, or other combustible materials and debris ***(including firewood from June 1st through September 30th)*** located in Zone 1 (from the structure to 30 feet) to the property line, whichever is nearer, as may be required by the fire code official. All trees shall be limbed up fifteen (15') not to exceed one-third (1/3) of the tree.

2. Section 4907.3.1 Zone **0 Requirements**.
   Property owner are responsible for an ember-resistive zone. Zone 0 extends five (5') feet from building, structures, decks, etc. This zone includes the area under and around all attached decks, ant requires the most stringent wildfire fuel reduction. The ember-resistant zone is designed to keep fire or embers from igniting materials that can spread the fire to your home. The area within Zone 0 should be composed of hardscape or noncombustible materials.

3. Section 4907.3.2 **Zone 1 Requirements.**
   Property owners are responsible to remove significant accumulations of flammable vegetation or piles of flammable construction materials from within 30 feet of all structures, and thin out living vegetation by up to 50% so that fire does not have a continuous path along which to travel.

4. Section 4906.3.3 **Zone 2 Requirements**
   When additional hazardous conditions exist, and if a firebreak in Zone 1 around such building or structure is not sufficient to provide reasonable fire safety, grass and other vegetation or piles of flammable construction materials located within Zone 2 (from 30 feet to 100 feet from a building or structure) shall be required to be subject to additional fuel reduction activities. This does not apply to trees or plants which are used as ground cover and stabilize the soil and prevent erosion, which are individually planted, spaced, irrigated, and maintained in such a manner that the vegetation does not form a means of transmitting fire from the native growth to any building or structure.

5. Section 4906.4 **Vegetative Thinning Requirements**
   Property owners are responsible to remove significant accumulations of flammable vegetation from within 30-100 feet of all structures, and thin out living vegetation by up to 30% so that fire does not have a continuous path along which to travel.

6. Section 4906.5 **Ember Protection of Firewood**
   Fire resistive tarps or covers are required if 30 feet or more of clearance from the structure cannot be obtained. The tarps must prevent embers from getting in or around the wood pile and be properly secured. Fire resistant tarps must display the California State Fire Marshal seal permanently attached to the tarp material. As an alternative, up to three sides of the wood pile may have 1/16-inch metal screen with at least a 1-inch space from the firewood. The screen shall be firmly attached to the deck rail or other approved structure, and the screen and the tarp shall completely cover and surround the wood pile. A wood box that completely surrounds the wood is also an acceptable means of compliance.

7. Section 4906.6 **Chimney or Stove Protection**
   Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.

8. Section 4906.7 **Removal of Dead/Dying Branches and Limbs below the Eave Line.**
   Maintain any tree and limbs adjacent to or overhanging any building free of dead or dying wood. If a tree is tall enough and rests within Zone 1, remove all live branches at or below the structure's eave line without causing undue stress to the survivability of the remaining tree.

9. Section 4906.8 **Vegetative Accumulation on Roof.**
   Maintain the roof of any structure free of leaves, needles, or other dead vegetative accumulations.

10. Section 4906.9 **Removal of Litter and Pine Needles**
Accumulations of leaf litter and pine needles shall be removed during the year to prevent an accumulation from developing. The retention of a thin layer of liter to prevent soil erosion is permissible.

11. Section 4906.10 **Annual Maintenance**
Property owners are responsible to perform annual maintenance by raking, trimming, and watering the grounds and vegetation.

12. Section 4906.11 **Chimney or Stovepipe Screen**
Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.

13. Section 4906.12 **Combustible Material Clearance and Propane Tanks**
Weeds, grass, brush, trash, and other combustible materials shall be kept a minimum of 10 feet from LPG tanks or containers. Trees shall be trimmed of branches within 10 feet of the tank, but tree trunks may remain around the tank. Combustible material used for fencing around a propane tank is permitted for screening purposes but shall be located a minimum of 4 feet from the tank, shall not exceed 5 feet in height, and only surround the tank on three sides. Fencing will only be permitted if all vegetative materials (except tree trunks) are cleared for a distance of 10 feet on all sides and trimming of overhanging materials and branches above the tank to a minimum of 15 feet. Non-combustible materials used for fencing are exempt from the clearances, except for the 4-foot minimum distance from the tank.

B. For unimproved parcels:

1. Any portion of an unimproved parcel within one hundred feet (100') of structures on neighboring parcels shall comply with Section V above.
2. Flammable vegetation and other combustible growth with ten feet (10') of roadway frontage shall be removed;
3. All trees within ten feet (10') of roadway frontage shall be limbed up fifteen (15') not to exceed one-third (1/3) of the tree.
4. Any hazardous vegetation constituting an extreme fire hazard, as determined by the enforcement official, shall be removed.

C. The enforcement official may require more clearance distance than specified herein for the protection of public health, safety, or welfare or the environment.

D. The determination for appropriate clearance distances will be made based upon a visual inspection of the parcel and shall consider all factors that place the property or structure(s) at risk from an approaching fire. These factors shall include local weather conditions, fuel type(s), topography, and the environment where the property or structure(s) is located.

E. Ornamental landscaping, including perennial lawns, plants shrubs, and bushes, are exempt from this part unless, in the judgement of the enforcement official, they create a mean of rapidly transmitting fire from native growth to any structure.

Section VI. **Abatement, inspection, enforcement, and authority to enter property.**

a. For the purpose of enforcing or administering this part, the enforcement official may enter any real property for the inspecting the property or for summary abatement proceedings whenever the enforcement official is informed or has reasonable cause to believe that hazardous vegetation or combustible material exists, constituting a condition dangerous or injury to the health or welfare of the public is a nuisance or is otherwise in violation of this part.

b. No person shall interfere with the entry of the enforcement official in the official course and scope of their duty.

c. Pursuant to Health and Safety Code §13871, violation of the Ordinance is punishable as a misdemeanor and a possible fine of $1,000 per day of violation and/or up to 90 days in county jail, pursuant to Penal Code §19, or as an infraction pursuant to Penal Code §17.

Section V. **Appeals.**

Any person affected by this Ordinance or wishing to appeal a determination by the Fire Chief or their designee to create a defensible space or any such order to abate violations of this Ordinance, shall do so in writing within 30 days of receipt of a notice of violation from the District by delivering such writing to the District during normal District business hours. Such writing shall include a request for a hearing before the District Board of Commissioners. Any civil enforcement actions by the district shall be suspended pending a hearing and decision of the appeal.

Section VII. **Abatement proceedings.**

A. Pursuant to Government Code section 51186, the local agency having jurisdiction of property upon which conditions regulated are being violated shall notify the owner of the property to correct the conditions. The notice of violation and order to abate ("notice/order") shall specify the corrective actions required to be taken and order the property owner and any known person in possession to abate the hazardous vegetation or combustible material within thirty (30) calendar days and ands state that the failure to bring the real property into compliance with this part could subject the owner or person in possession to civil, administrative and criminal penalties.

B. Manner of Giving Notice. The enforcement official shall cause a copy of the notice/order to be mailed or otherwise delivered to all persons known to be in possession of the property and to the property owner as such person's name and

address appear o the last county assessment roll. If the address is unknown, the fact shall be so stated, and the notice shall be posted at the property. Service by mail shall be deemed complete at the time of deposit in the U.S. mail. The failure of any person in possession or owner of the property to receive such notice shall not affect the validity of these proceedings.

C. If the owner fails to correct the conditions, the local agency may cause the corrections to be made, and the expenses incurred shall become a lien on the property that is the subject of the corrections when recorded in the county recorder's office in the county in which the real property is located. The priority of the lien shall be as of the date of recording. The lien shall contain the legal description of the real property, the assessor's parcel number, and the name of the owner of record as shown on the latest equalized assessment roll.

Section VIII. **Abatement cost recovery**.

A. Account of Costs and Receipts. The enforcement official will keep an itemized account of the costs of enforcing the provision of this part and shall fees be collected within thirty days (30) days of completion of work from the property owner.

Section IX. **Lien Procedures**.

A. The code enforcement officer or other authorized town official shall keep an itemized report of the costs incurred by the town in the abatement of any public nuisance, including any attorneys' fees. In addition to any accrued fees and penalties due. The property owner shall be invoiced for the total. The property owner may appeal the amount of any invoice to the Board of Commissioners, which shall hear and consider such appeal in the same manner as an appeal of a hearing on the existence of the nuisance per the Administrative Ordinance XX-XXXX. Once the invoice amount is finalized, payment shall be remitted promptly. If payment is not received, the itemized report shall be submitted in writing to the Mono County recorder's office. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous.

B. Upon receipt of the itemized report, the Mono County recorder's office, or his or her designee, shall serve notice of the lien in the same manner as summons in a civil action in accordance with Code of Civil Procedure Section 415.10 et seq. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in a newspaper of general circulation in the town. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day. Publication shall be made on each day on which the newspaper is published during the ten-day period.

C. After notice has been served, the lien shall be recorded in the Mono County recorder's office and, from the date of recording, shall have the force, effect and priority of a judgment lien.

D. The lien shall identify:

1. The amount of the lien;
2. The agency on whose behalf the lien is imposed;
3. The date of the abatement order or citation;
4. The street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and
5. The name and address of the recorded owner of the parcel.

E. In the event that the lien is discharged, released or satisfied, through either payment or foreclosure, notice of the discharge containing the information specified in subsection E shall be recorded by the Mono County recorder's office.

F. A lien may be foreclosed by an action brought by Mono County for a money judgement.

G. The District may recover from the property owner any cost incurred in the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

H. A lien may be foreclosed by an action brought by the town for a money judgment.

Section X. **Demand and notice of Proposed Special Assessment**

A. As an alternative to the procedures set forth in Upon completion of abatement, the enforcement officer or other authorized official shall keep an itemized report of the cost incurred by the District in the abatement of any public nuisance, including any attorneys' fees, in addition to any fees and penalties due. The property owner shall be invoiced for the total. The property owner may appeal the amount of any invoice to the Board of Commissioners following the Administrative Citation Ordinance No XX – XXXX. Once the invoice amount is finalized, payment shall be remitted promptly. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous.

B. Upon receipt of the itemized report, the District shall serve notice by certified mail, to the property owner, if the property owner's identity can be determined from the county assessor's or county recorder's records. The notice shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes

are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

Section XI. **Partial Invalidity**

If any section, sub-section, paragraph, clause, or word of this Ordinance is determined in a final ruling by a court of competent jurisdiction to be invalid or unenforceable, such finding shall not invalidate any other section, sub-section, paragraph, clause, or word of this Ordinance, which shall remain in effect.

Section XII. **Effective Date of Ordinance**

This Ordinance shall take effect and be in force 30 days from the date of its adoption. The District is directed to post or publish this Ordinance as required by law.

PASSED AND ADOPTED a regular meeting of the Board of Commissioners of the Mammoth Lakes Fire Protection District on September 21, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Commissioner's Name, Position

Board of Commissioners

ORDINANCE NO. XX-XXXX

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT SETTING FORTH THE REQUIREMENT OF WILDFIRE RISK DISCLOSURE AND DEFENSIBLE SPACE INSPECTIONS AND PROVIDING FOR ENFORCEMENT AND PENALTIES.

WHEREAS, Mammoth Lakes Fire Protection District is a Fire Protection District organized and existing pursuant to Health and Safety Code Sections 13800 and following, and

WHEREAS, the Board of Commissioners of the Mammoth Lakes Fire Protection District ratifies and affirms the findings and purpose of Mammoth Lakes Fire Protection District Ordinance XX-XXXX, and

WHEREAS, In the Board of Commissioners designated a Very High Fire Hazard Severity Zone as recommended by the Director of the California Department of Forestry and Fire Protection and as modified and designated on a map titled Fire Hazard Severity Zone for Mammoth Lakes, dated September 17, 2007, and retained on file at Town of Mammoth Lakes, Community Development Department and at the Mammoth Lakes Fire Protection District Offices.

The Board also declared an additional areas (all areas not contained in the Very High Fire Hazard Severity Zone) as a Wildland Urban Interface Area as recommended by the Fire Chief of the Mammoth Lakes Fire Protection District based on a finding supported by substantial evidence in the record that the requirements of Government Code Section 51182 are necessary for effective fire protection within the area and as designated on a map titled Wildland-Rural Interface Area for Mammoth Lakes, dated December 11, 2007, and retained on file at Town of Mammoth Lakes, Community Development Department and at the Mammoth Lakes Fire Protection District Offices.

WHEREAS, the Mammoth Lakes Fire Protection District has found that purchasers of properties are often surprised to learn that their recently acquired property does not comply with defensible space requirements set forth in Public Resources Code 4291 and Mammoth Lakes Fire Protection District Ordinance XX-XXXX, and

WHEREAS, there is a need to inform the Buyers of the State and Local requirements to have defensible space for their property(s), in order to protect and benefit themselves, their neighborhood, and the community, a defensible space inspection will be required upon a sale, transfer, or exchange of ownership of real property.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT AS FOLLOWS:

1. All of the above recitals are true and correct.

2. Prior to the sale, transfer, or exchange of ownership of any real property within the jurisdictional boundaries of the Mammoth Lakes Fire Protection District, buyers of such real property shall be required to read and sign a defensible space disclosure document, acknowledging the high risk of wildfire to the area and the laws requiring their obligation to ensure defensible space.

3. Prior to the sale, transfer, or exchange of ownership of any real property within the jurisdictional boundaries of the Mammoth Lakes Fire Protection District, Sellers of such real property shall be required to have a defensible space inspection following the requirements of PRC 4291 and Mammoth Lakes Fire Protection District Ordinance X X -XXXX, Chapter 49 as amended.

4. Meeting the requirements of section 3 shall be at Mammoth Lakes Fire Protection District discretion if the real property has been inspected and found to be in compliance with PRC 4291 and Mammoth Lakes Fire Protection District Ordinance XX-XXXX, Chapter 49 as amended within 3 years of the transfer of ownership. The inspection for sale of individual condominium/townhomes shall not be required.

5. If the accumulation of snow or other conditions prevent the full inspection to occur prior to the transfer of ownership, the Fire District will provide a partial inspection of the property based on what they can determine at the time of escrow. The partial or full inspection on an approved Mammoth Lakes Fire Protection District inspection form will satisfy the requirements of Section 3.

6. Subject to Sections 3, 4 & 5 of this Ordinance, failure of the Seller to obtain a defensible space inspection shall be punishable as a misdemeanor, and a possible fine of $1000.00 per day of violation and/or up to 90 days in jail.

7. Miscellaneous:

   A. This Ordinance shall apply regardless of whether a title company is involved. A courtesy copy shall be delivered, within 30 days of the effective date.

   B. Involuntary transactions like foreclosures will be exempt from this ordinance.

   C. Preferably, the request for inspection will be placed by the Seller or Sellers agent through the Mammoth Lakes Fire Protection District's web site (www.mlfd.ca.gov) "Request a Defensible Space Inspection" form. Completed inspections will be transmitted back to the seller by email in a reasonable amount of time (usually less than 3 business days). Sellers may also choose to request an inspection by email to the District at prevention@mlfd.ca.gov.

   D. This Ordinance shall take effect and be in force from and after its approval

required by law, until it is amended, suspended, and/or rescinded by the Board of Directors.

E. If any fee, word, or provision of this Ordinance, including Exhibit A or any portion thereof, is found by a court of competent jurisdiction to be invalid, then the offending portion shall be severed from the remaining provision of this Ordinance, which shall remain in full force and effect.

PASSED AND ADOPTED at a duly held meeting of the Board of Directors of the Mammoth Lakes Fire Protection District of Mono County on September 21, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Commissioner's Name, Position
Board of Commissioners

ORDINANCE NO. 23-

AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT OF MONO COUNTY, CALIFORNIA, ADOPTING AN ADMINISTRATIVE CITATION PROGRAM.

The Board of Commissioners, as the governing body of the Mammoth Lakes Fire Protection District, does ordain as follows:

SECTION 1. Findings.

(a) The Mammoth Lakes Fire Protection District ("District") is an independent fire protection district established under the Fire Protection District Law of 1987. (Health and Safety Code §13800 *et. seq.*)

(b) The District is empowered to provide fire protection services and to enforce violations of the California Fire Code, California Health and Safety Code, the regulations of the State Fire Marshal, and all District ordinances.

(c) Under state law the Fire Chief and his designees may issue written orders to eliminate fire or life hazards, issue administrative citations for misdemeanor violations and order dangerous conditions abated.

(d) A comprehensive code enforcement system that uses a combination of judicial and administrative remedies is critical to ensure that the District can protect the public's health, safety, and quality of life.

SECTION 2: Applicability.

The ordinance provides for Administrative Citations, which are in addition to all other legal remedies, criminal or civil, that the District may pursue to address a violation of the Code or other public nuisance. Use of this Ordinance is at the sole discretion of the District. The Ordinance is authorized under California Government Code Sections 53069.4 and California Health and Safety Code Section 13861 (h) and (i).

SECTION 3. Definitions.

(a) Administrative Citation" means a citation issued by a Fire Official for a violation of the Code.

(b) "Board" means the Board of Commissioners of the Mammoth Lakes Fire Protection District.

(c) "Code" means the California State Fire Code, the California Health and Safety Code, the regulation of the State Fire Marshal, or any District ordinance.

(d) "District" means the Mammoth Lakes Fire Protection District.

(e) "Fire Chief" means and employee of the District who's designated by the Board as such and who supervises the other Fire Officials.

(f) "Fire Marshal" means an employee of the District so designated by the Fire Chief.

(g) "Fire Official" means the Fire Chief, the Fire Marshal, and any agents or representative that they may designate to enforce the Code, including but not limited to Division Chiefs, Fire Inspectors, or employees of the District.

(h) "Pre-Citation Notice" means the written notice provided to a Responsible Person of a violation of the Code that does not create an immediate danger to health or safety.

(i) "Responsible Person" means the owner, tenant, operator, employee, manager or person or entity otherwise in charge and control of property that is the subject of a violation, or who is otherwise causing permitting or aiding and abetting in any violation of the Code.

(j) "Violation" means a violation of the Code for which the Fire Official has authority to issue an Administrative Citation or Pre-Citation Notice.

SECTION 4. Pre-Citation Notice and Administration Citation.

(a) Pre-Citation Notice. Prior to issuing an Administrative Citation for a Violation of the Code that does not create an immediate danger to health or safety, the Fire Official shall serve a Pre-Citation Notice on the Responsible Person containing the following information:

i. The date the Violation was observed.

ii. The address or definite description of the location where the Violation was observed.

iii. The section of the Code violated and the description of the Violation.

iv. The compliance date by which the Violation must be corrected or otherwise remedied, which shall be a reasonable period of no less than ten (10) days and no more than thirty (30) days from the date of the Pre-Citation Notice as determined by the Fire Official.

v. A statement that if the Violation is not corrected by the specified compliance date, an Administrative Citation will be issued that imposes a fine, the amount of which shall be specified; and

vi. The name, title, and signature of the Fire Official issuing the Pre-Citation Notice.

(b) Reinspection. Upon or after the compliance date set forth in the Pre-Citation Notice, the Fire Official shall inspect the property and determine if the Violation has been corrected.

i. If the Violation has been corrected, the Fire Official shall serve on the Responsible Person a notice that the Violation has been corrected.

ii. If the Violation has not been corrected, or if the Violation has recurred, the Fire Official shall serve on the Responsible Person an Administrative Citation as set forth in Section 4(c) of this Ordinance.

(c) Administrative Citation. Whenever a Fire Official determines that a Violation has occurred, the Fire Official shall have the authority to issue an Administrative Citation to any person responsible for the Violation, subject to the limitation contained in Subsection 4(a) of this Ordinance.

(d) Contents of Administrative Citation. Each Administrative Citation shall contain the following information:

i. The date of the Violation.

ii. The address or a definite description of the location where the Violation occurred.

iii. The section of the Code violated and a brief description of the Violation.

iv. The amount of the fine for the Violation.

v. A description of the fine payment process, including a description of the time within which and the place where the fine shall be paid.

vi. An order prohibiting, he continuation or repeated occurrence of the Violation described in the Administrative Citation.

vii. A description of the Administrative Citation review process, including the 30-day deadline for requesting a hearing to contest the Citation under Section 7(a) of this Ordinance and the 10-day deadline for seeking an Advance Deposit Hardship Waiter under Section 8(b) of this Ordinance, the procedure for obtaining from the District Office Manager a request for hearing form to contest the Administrative Citation, and notice that failure to contest the Administrative Citation will make the Citation a final action by the District for which there is no further administrative review and no judicial review;

viii. A statement explaining that each day the Violation occurs or contuse may constitute a separate Violation; and

ix. The name, title, and signature of the citing Fire Official.

SECTION 5. Amounts of Fines Late Payment Charges, and Interest.

(a) **Fine Amounts**. The amount of the fine for Violations shall be, per Violation:

i. A fine not exceeding two hundred fifty dollars ($250) for a first inspection.

ii. A fine not exceeding five hundred dollars ($500) for a second non-compliant inspection of the same Code provision within one year; and

iii. A misdemeanor punishable by a fine of not more than one thousand dollars ($1,000) for each additional non-compliant of the same Code provision within one year or by imprisonment not exceeding 30 days, or both such fine and imprisonment.

(b) **Late Payment Charges and Interest**. A fine that remains unpaid 30 days after the due date under Section 6(a), 8(f), or 10(b) of this Ordinance shall be subject to a late payment penalty of 10%, plus interest at the rate of 1 percent per month on the outstanding balance, which shall be added to the penalty amount from the date the payment is due.

(c) Discretion of Board to Establish Fine. The Board has the discretion to waive the fine or to set the fine lower than the amount set in Section 5(a) based on one or more of the following factors:

i. The frequency, recurrence, and number of Violations by the Responsible Person.

ii. The bona fide efforts of the Responsible Person to come into compliance.

iii. The financial burden of the fine on the Responsible Person.

iv. Such other factors as justice requires.

Section 6. Payment of the Fine.

(a) Due Date. The fine shall be paid to the District within thirty (30) days following the date of the Administrative Citation. The Fire Chief or designee may, but shall not be obligated to, suspend the imposition of a fine for any period during which the

Responsible Person has filed for permits that are necessary to achieve compliance, and the permit applications are pending before the appropriate governmental agency.

(b) Further Violation Not Excused. Payment of a fine under this Ordinance shall not excuse or discharge any continuation or repeated occurrence of the Violation.

SECTION 7. Request for Hearing; Dismissal of Citation.

(a) Hearing Request. A person who receives an Administrative citation may contest the Citation on the basis that here where no Violations or that he or she is not he Responsible Person or may seek a reduction in the amount of a fine imposed for repeat Violation on the ground that he or she made a bona fide effort to comply after the first Violation that the payment of the full amount of the fine would impose an undue financial burden. To contest the Administrative Citation or seek a reduction of the fine imposed for a repeat violation the person shall submit a request for hearing to the District Office Manager within thirty (30) days following the date of the administrative Citation. The request form may be obtained from the Administrative Office of the District. The completed request must be submitted together with either an advance deposit of the fine or notice that request for an advance deposit hardship waiver has been filed under Section 8 of this Ordinance.

(b) Dismissal of Citation. At any time before the hearing, if the Fire Chief or designee determines that there was no Violation as charged in the Administrative Citation, that the Violation has been remedied, or that the Administrative Citation should be dismissed in the interest of justice the Fire Chief or designee shall dismiss the Administrative Citation, cancel the hearing, and refund any Administrative citation fine deposited.

SECTION 8. Advance Deposit Hardship Waiver.

(a) Request for Waiver. A person who intends to contest an Administrative Citation under Section 7 of this Ordinance and who is financially unable to make the required advance deposit of the fine may file a request for an advance deposit hardship waiver.

(b) Filing. An advance deposit hardship waiver shall be filed with the District Office Manager on a form provided by the District. The application submitted shall include an affidavit, together with any supporting documents or materials, demonstrating the person's actual financial inability to deposit with the District the full amount of the fine. The waiver from shall be filed within ten (10) calendar days following the date of the Administrative Citation.

(c) Deposit Requirement Stayed. The requirement of advance deposit of the fine shall be stayed until the District issues a determination on the application for an advance deposit hardship waiver.

(d) Standard for Waiver. The Fire Chief or designee may waive the requirement of an advance deposit unit Section 7 of this Ordinance and issue the waiver only if the evidence submitted demonstrates to the satisfaction of the Fire Chief or designee the person's actual financial inability to deposit with the District the full amount of the fine in advance of the hearing.

(e) Written Determination. The Fire Chief or designee shall issue a written determination listing the reason for his or her determination to issue or not issue the advance deposit hardship waiver. The written determination of the Fire Chief or designee is final.

(f) Deposit Required If Waiver Denied. If the Fire Chief or designee determines not to issue a waiver, the person cited shall deposit the fine with the District Officer Manager within ten (10) days following the date of that decision or thirty (30) days following the date of the Administrative Citation, whichever, is later.

SECTION 9. Hearing Procedure.

(a) Setting the Hearing. In response to a request for a hearing under Section 7 of this Ordinance, the Fire Chief or designee shall set a hearing before the Board to be held during a regularly scheduled Board meeting on a date that is not less than fifteen (15) days nor more than sixty (60) days following the date that the request for hearing is filed, unless agreed to by the Fire Chief or designee and the person seeking the hearing. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least ten (10) days before the hearing. If the Official submits a supplemental report concerning the Administrative citation to the Board for consideration at the hearing, a copy of the report shall be served on the person requesting the hearing at least five (5) days before the hearing. No hearing shall be held unless the fine has been deposited in advance, under Section 7(a) of this Ordinance, or an advance deposit hardship waiver has been issued under Section 8 of this Ordinance.

(b) Failure to Appear. The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

(c) Continuance. The Board may continue the hearing from time to time and may request additional information from the Fire Official or the person requesting the hearing before issuing its decision.

SECTION 10. Board's Decision.

(a) Decision. After considering the testimony and evidence presented at the hearing, the Board shall issue a written decision by resolution, supported by finding, to uphold,

dismiss, or modify the Administrative Citation, and setting the amount of the fine if any. The District Office Manager shall notify the responsible person of the District's final administrative decision. The resolution shall state that the time for judicial review of the Board's decision is governed by the Government Code Section 53069.4.

(b) Status of Fine. If the Board upholds the Administrative Citation and the fine, the fine amount on deposit with the District shall be retained by the District. If the Board upholds the Administrative Citation but reduces or eliminates fine imposed, the District shall promptly refund the excess amount of the fine deposited. If the Board upholds the Administrative Citation and the fine, the fine has not been deposited, the Board shall set forth in the decision a payment schedule for the fine and any additional charges, which shall not extend more than one and eighty (180) days form the date of the decision. If the Board dismisses the Administrative Citation, the District shall promptly refund any fine deposited together with interest at the average rate earned on the District's portfolio for the period that the fine was held by the District.

SECTION 11. Recovery of Fines, Late Charges, and Interest.

The District may collect any past due fines late payment charges, and interest imposed under this Ordinance. Past due fines, late payment charges, and interest may be collected by the following:

i. Civil Action against the tenant, business owner, or property owner.
ii. Notice of Violation filed with Mono County.
iii. Lien against the property with Mono County; and
iv. Any other legal remedies.

The District also may recover its collection costs, including reasonable attorneys' fees in any civil action brought to collect Administrative Citation fines, late payment charges and interest.

SECTION 12. Right to Judicial Review.

Any person aggrieved by the decision of the Board on an Administrative citation under this Ordinance may obtain review of the decision by filing notice of appeal with the Mono County Superior Court within twenty (20) days of the service of the Board's decision in accordance with the provisions of California Government Code Section 53069.4.

SECTION 13. Notices.

(a) Method of Service. Any Pre-Citation Notice, Administrative Citation, notice of hearing, written determination on application for advance deposit hardship waiver, supplemental report, Board's decision, and any other notice or document required to be given by the District or the Board pursuant to this Ordinance shall be served either by:

i. Personal service on the Responsible Person or the person requesting the hearing; or

ii. By deposit in the United States Mail first class, in a sealed envelope postage prepaid, addressed to the Responsible Person or the person requesting the hearing at the person's last known address or at the address that has been provided to the District in any public record or other records pertaining to the Violation.

(b) Real Property. When real property is involved int eh Violation, and the Responsible Person is not the property owner, any Pre-Citation Notice, the Administrative Citation and all notices and document required to be given by this Ordinance shall be served on the property owner at the property owner's address as shown on the last equalized county assessment roll. If personal service or service by mail on the property owner is unsuccessful, a copy of any Pre-Citation Notice, Administrative Citation, and all other notices and documents required under this Ordinance shall be conspicuously posted at the property that is the subject of the Violation. The District also may, in its discretion, service notices and other documents on a tenant, a mortgagor, or any other person having an interest in the property.

SECTION 14. Severability.

If any section, subsection, paragraph, sentence, or clause of this Ordinance is determined in a final ruling by a court of competent jurisdiction to be invalid or unenforceable, such finding shall not invalidate any remaining portions of the Ordinance. The Board hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, or clause thereof, irrespective of the face that any portion of the Ordinance be declared invalid.

SECTION 15. Date of Effect.

This Ordinance shall become effective on January 1, 2023, and within fifteen (15) days of passage shall be published once, with the name of the Directors voting for and against, in the Mammoth Times and The Sheet, or a newspaper of general circulation in the District.

PASSED, APPROVED, and ADOPTED this 1st day of July 2022 at the regular meeting of the Board of Commissioners held on July 1, 2022 on a motion made by Chairperson --------and seconded by Commissioner ------ - and duly carried with the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ORDINANCE 23-XXXX

ATTEST:

Commissioner's Name, Position
Board of Commissioners

Mammoth Lakes Fire Protection District

Administrative Citation

Citation Date: [mailing date]
Citation Number: [number]
Assessor's Parcel Number [number]
Fine Amount: $[dollar amount]
Fine Due Date: [30 days from Citation Date]

[Owner's name]
[Owner's street address]
[City, CA Zip Code]

On [date], the Mammoth Lakes Fire Protection District (MLFPD) conducted an inspection of your property located at:

[parcel's street address]
[City or Town, State ZIP]

Assessor's Parcel Number: [number]

The following violation(s) was identified on the property during that inspection:

Reference:	Section:	Description of Violation:
[e.g., Ord. No. 20-01, CA Fire Code]		

On [date] MLFPD issued a Pre-Citation Notice ordering you to correct the violation(s) listed above within 30 days from the date of the Notice. The Pre-Citation Notice advised you that failure to correct the violation(s) would result in the issuance of an Administrative Citation and a $[dollar amount] fine. MLFPD reinspected your property on **[reinspection date]** and determined that [the following violation(s): list them, or if all outstanding say the violation(s)] have not been corrected. Accordingly, MLFPD has issued this Administrative Citation.

YOU ARE HEREBY ORDERED to pay the fine for the violation(s) listed above in the amount of $[dollar amount] by the Fine Due Date listed above.

YOU ARE HEREBY ORDERED to refrain from repeating the violation(s) described above or from allowing them to continue. Each day the violation(s) repeats or continues may constitute a separate violation subject to the levying of an additional fine.

FINE PAYMENT PROCESS:

The fine amount may be paid online at: _____by credit or debit card. Or you may mail a check payable to Mammoth Lakes Fire Protection District (MLFPD) at the following address:

XXXXX
XXXXX
XXXXX
XXXXX

The toll-free number in order to make payment by credit/debit card or for questions about payment of the fine is xxx-xxx-xxxx.

If paying by check you must include the Citation Number, which is listed above, on the check.

Failure to timely pay the fines assessed by this Administrative Citation will result in the imposition of a late payment penalty and interest charges.

ADMINISTRATIVE CITATION REVIEW PROCESS:

Request for Hearing. You may contest this Administrative Citation on the basis that there was no violation(s) or that you are not the person responsible for the violation(s). If this is a repeat violation you may seek a reduction in the amount of the fine imposed on the ground that you made a bona fide effort to comply after the first violation and payment of the full fine amount would impose an undue financial burden. To contest the Administrative Citation, or to seek a reduction of the fine imposed for a repeat violation, you must submit a request for hearing to the MLFPD Business Manager. The Deadline for Requesting a Hearing is **[insert date which is 30 days from Citation Date].**

You may obtain the hearing request form from the website maintained by the Citation Processing Center at: xxxxxxxxx. The completed hearing request form must be submitted with either an advance deposit of the total fine amount or notice that you have filed a request for an advance deposit hardship waiver. Please note that the hardship waiver request is due prior to the deadline for requesting for a hearing. The deadline for filing an advance deposit hardship waiver is **[insert date which is 10 days from Citation Date].**

Failure to contest this Administrative Citation will make the Citation a final action by MLFPD for which there is no further administrative review and no judicial review.

Advance Deposit Hardship Waiver. A request for an advance deposit hardship waiver must be filed with the MLFPD Business Manager. The deadline for filing an advance deposit hardship waiver is **[insert date which is 10 days from Citation Date].** You may obtain the advance deposit waiver request form from MLFPD's website at xxxxxxxx. The request shall include an affidavit and any supporting documents or materials demonstrating your financial inability to deposit the full amount of the fine.

Sincerely,

Natalie Morrow
Fire Marshal

Mammoth Lake Fire Protection District

ADMINISTRATIVE HEARING
ADVANCE DEPOSIT HARDSHIP WAIVER

If the recipient of an Administrative Citation chooses to contest the Citation or seek a reduction inthe fine for a repeat violation, they may request an Administrative Hearing, which requires an advance deposit of the full amount of the Administrative Fine. A waiver of this advance deposit may be granted if the recipient provides written proof of financial hardship. The request for an advance deposit hardship waiver must be filed no later than ten (10) days after the Citation Date. *(The Citation Date appears at the top of the Administrative Citation.)*

Please complete, sign and return this application form and supporting documents by mail or delivered to: Mammoth Lakes Fire Protection District, 3150 Main Street, Mammoth Lakes, CA 93546.

Recipient's Name: _____ Citation #: _____

Mailing Address: _____ Citation Date: _____

City: _____ State: _____ Zip: _____

1. Please explain why you are financially unable to make an advance deposit of the fine amount. Note: Applicant can add additional pages if necessary.

_____

_____

_____

2. Please attach any documents, materials, or information you would like us to consider in support of this application. Examples of acceptable documents include: Federal Tax Return, IRS Form 1722 – Verification of Non-filing, Verification of Social Security or Supplemental Security Income Benefits, Notice of Action – General Assistance or Temporary Aid for Needy Families, or Notice of Unemployment Award.

I declare under the penalty of perjury that I have read and understood the statements made in this application and in the attached documents and that the information they contain is true and correct to the best of my knowledge.

Signature: _____ **Name:** _____ **Date:** _____

WARNING: If a hardship waiver is granted and you fail to appear at the Administrative Hearing or otherwise withdraw your challenge to the Citation, the original fine amount shall be due and payable within 15 days following the date that had been set for the Administrative Hearing. If the hardship waiver is granted and the Citation and/or fine amount are upheld at the Hearing, the Board's decision shall set forth the payment schedule for the fine.

Office Use Only

Date Received: _____ By: _____

❑ Approved ❑ Denied

Mammoth Lakes Fire Protection District

ADMINISTRATIVE CITATION REQUEST FOR HEARING

Form must be submitted online at XXXXX

APPELLANT INFORMATION:

Name:_____ Date:_____

Residence Address: _____

Mailing Address (if different than above)_____

Phone_____ Email:_____

I am requesting an appeal of the Administrative Citation shown below:

Citation Number_____ Date of Citation _____

Location of Violation: _____

Reason for Request of Hearing:

- ☐ Violation(s) described did not occur/exist
- ☐ Not responsible for violation(s) listed
- ☐ Seeking reduction in fine for repeat violation

Hearing Deposit Penalty Amount Enclosed: _____

I am filing for an Application for Hardship Waiver of Advanced Deposit of Fine: ☐ YES ☐ NO

You are not required to deposit the fine amount if you have filed an application for an advance hardship waiver. The application form for the waiver is available at www.mlfd.ca.gov and must be filed within 10 days of the Citation. Date.

OFFICE USE ONLY:

Application received within 30 days?
☐YES ☐NO

Hardship Waiver of Advance Deposit Application Submitted?
☐YES ☐NO

Hardship Granted?
☐YES ☐NO

Hearing Granted
☐YES ☐NO ☐ PENDING

By: _____

Case Number: _____

Issuing Officer: _____

RESOLUTION 2022-02

A Resolution of the Board of Commissioners of the Mammoth Lakes Fire Protection District Approving the 2022-2023 Memorandum of Understanding between MLFPD and the Mammoth Lakes Firefighters Association, and Authorizing the Fire Chief to Execute the Agreement on Behalf of the District

WHEREAS, the Mammoth Lakes Firefighters Association ("Association") is hereby recognized as the exclusive bargaining group for the Volunteer/Seasonal/Emergency Operations (VSEO) personnel, the Logistics/Training and Administration/Prevention (LTAP) personnel, and the Administrative Office personnel; and

WHEREAS, this Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this MOU are the Mammoth Lakes Fire Protection District ("District") and the Mammoth Lakes Firefighters Association. The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the personnel represented by the Association. They have freely exchanged information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment of such employees; and

WHEREAS, the MOU has been presented to the Mammoth Lakes Fire Protection District Board of Commissioners ("Board), as the joint recommendation of the District's negotiating team and the Association of salary, benefits and other working conditions for the period July 19, 2022 to June 30, 2023.

NOW THEREFORE BE IT RESOLVED, that Board of Commissioners of the Mammoth Lakes Fire Protection District does hereby find, resolve and order as follows:

1. The above recitals are true and correct.

2. The MOU between the Mammoth Lakes Firefighters Association and the Mammoth Lakes Fire Protection District is hereby approved.

3. The Fire Chief is authorized to execute the agreement on behalf of the District.

4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Mammoth Lakes Fire Protection District this 19th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Buck Wahl, Chair, MLFPD Board of Commissioners

ATTEST:

_____

Caroline Sanderson, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE

MAMMOTH LAKES FIRE PROTECTION DISTRICT
AND THE
MAMMOTH LAKES FIREFIGHTERS ASSOCIATION

TERM OF AGREEMENT
July 19, 2022 through June 30, 2023

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CHAPTER I: ADMINISTRATION MATTERS

ARTICLE 1: PREAMBLE AND RECOGNITION

A. This Memorandum of Understanding is entered into by and between the Mammoth Lakes Fire Protection District, hereinafter referred to as the "District" or the "Department," and the Mammoth Lakes Firefighters Association, hereinafter referred to as the "Association." It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Association in accordance with the provisions of the California Government Code Section 3500 et. seq. and the District's resolution pertaining to employer-employee relations (#10-03).

B. This Memorandum of Understanding shall not be binding on either party until accepted on behalf of the District by motion or resolution of the Board of Commissioners and signed by the District's Representative and on behalf of the Association by majority vote of the members of the Bargaining Unit, as evidenced by the signature of the Unit Representative on the agreement, and by majority vote of the Executive Board of the Association, as evidenced by the signature of the Association's President on this agreement.

C. The agreements contained herein shall pertain only to those employees whose job classifications are included in the Bargaining Unit for which the Association had been formally recognized as exclusive representative.

D. It is the intent of the parties that this Memorandum of Understanding set forth all agreements and understandings between the District and the Association pertaining to hours, wages, and other terms and conditions of employment. All prior agreements and understandings pertaining to hours, wages, and other terms and conditions of employment, whether formal, informal, written, or unwritten, shall be binding upon the parties only to the extent specifically provided for in this Memorandum of Understanding.

E. For represented members, this Memorandum of Understanding shall supersede Chapters 4 through 10, and 12 through 17 of the Mammoth Lakes Fire Protection District Personnel System Rules and Regulations (PSRR) (Revision Version March 2012) with the exception of the following sections of the PSRR that shall still apply: Sections 405, 406, 408, 510-513, 1601-1604, and 1607.

F. The District hereby recognizes the Association as the exclusive bargaining unit for those employees in the classifications identified in Article 8. If the District hires any hourly non-exempt employees to a classification not identified in Article 8 or otherwise already recognized as represented by the Association, the District agrees to meet and confer with the Association for purposes of including such classification into Article 8. The District agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to represented employees as authorized by law.

G. The parties to this Memorandum of Understanding agree that neither shall discriminate against any person in the administration of this agreement on account of race, religious creed, color, national origin, ancestry, medical condition, physical and/or mental disabilities, marital status, sex, age or sexual orientation.

ARTICLE 2: ASSOCIATION SECURITY

A. It is recognized that all employees in the bargaining unit may or may not join the Association, at the individual's discretion and that no such employee shall be required to become a member of the Association as a condition of their employment or continued employment by the District.

B. It is further recognized that the Association, as the recognized bargaining representative, provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all bargaining unit employees, whether Association members or not. Therefore, all assigned to the bargaining unit, within thirty (30) days of the date of hire, either elect to be a member of the Association and pay Association dues or elect not to be a member and pay no dues. In accordance with Janus vs. AFSCME, employees who choose not to be an Association member will still be represented by the Association for collective bargaining matters but will not have access to other benefits made available to members by the Association. Such dues shall be payroll deducted for full-time employees and deducted from the annual stipend check for all other employees.

C. The Association shall promptly refund to the District, or the employee, any amounts paid to the Association in error under this Section. The Association expressly agrees to indemnify and hold the District harmless from any and all claims, demands, costs (including any costs incurred by the District in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the District in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the District based upon or related to this Section. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the District in defense of a lawsuit.

ARTICLE 3: LABOR-MANAGEMENT RELATIONS

A. The Association and the District agree to maintain active labor relations through regular meetings. The purpose is to deal with matters of employee relations.

B. Discussions may include matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.

C. The Association and the District intend to meet four times per year (e.g., on every third shift sign-up night), or as requested by either party under "meet and confer."

ARTICLE 4: EMPLOYEE RIGHTS

A. Notwithstanding the provisions of this agreement, employees shall retain all rights provided for in Government Code section 3500.

B. Firefighter Bill of Rights - Any member of the Association is covered by the Firefighters Procedural Bill of Rights Act (California Government Code Title 1, Division 4, Chapter 9.6, Sections 3250 through 3262). The member shall be advised that he or she has the right to Association representation of his or her choice at the interview/interrogation and that he or she shall be given a reasonable amount of time to contact and obtain the representation. While these responsibilities fall on the District, knowledge of these rights also falls on the individual members.

ARTICLE 5: DISTRICT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

A. To determine the merits, necessity, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.

B. To direct employees of the District and determine the content of job classifications,

C. To hire, promote, transfer and assign qualified employees in positions within the District.

D. To reprimand, demote, suspend or discharge employees for proper cause.

E. To maintain the efficiency of governmental operations which includes: to determine the District's budget, to determine the number of employees, to organize and reorganize its departmental structure and the duties of each department, and the methods and technology of performing its work.

F. To take whatever action may be appropriate to carry out its mission in situations of emergency.

G. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. It is not the intent to contract out any services currently provided by District employees.

H. To make known to the Association and its members other reasonable rules, regulations, and Standard Operating Procedures (SOP) that the District may judge appropriate, the District will

fulfill the requirements set forth under the Meyers-Milias Brown Act (MMBA, California Government Code Title 1, Division 4, Chapter 10 sections 3500 through 3511) prior to enforcing said rules, regulations, and SOPs. The process the District will use to fulfill this requirement is defined in SOP "Process for Rules, Regulations, and SOP Adoption."

I. To establish and maintain performance programs and standards.

J. The District shall retain all rights not expressly waived in this Agreement.

ARTICLE 6: ECONOMIC REOPENING AND SEPARABILITY

A. Economic Reopening

1. If at any time during the term of this Memorandum of Understanding, through causes beyond the control of the District (by reason of government, court action, or other legitimate reason, including but not limited to, a declaration of a state of fiscal emergency), there is a significant decrease in revenue to the District or an ongoing increase in expenses to the District, the District reserves the right to reopen the Memorandum of Understanding and to meet and confer on the economic terms of this Understanding.

2. If at any time during the term of this Memorandum of Understanding, through a new parcel tax, benefit assessment measure, or any new ongoing revenue source, there is a significant increase in revenue acquired by the District, the Association reserves the right to reopen the Memorandum of Understanding and to meet and confer on the economic terms of this Understanding.

3. The term "significant" shall be considered as met whenever the District's projected upcoming fiscal year Allocation, minus the amount for negotiated salary increases for the upcoming fiscal year, has increased or decreased by four percent or more relative to the current fiscal year's projected Allocation. The District's projected upcoming fiscal year Allocation shall be its most recent projected AB 8 Allocation for the fiscal year, less the Educational Revenue Augmentation Fund (ERAF) shift. Negotiated salary increases shall include cost of living or other increases to the base salary tables but does not include increases in salary due to employee's merit (annual step) increases or promotions. Calculation of this term shall be as follows:

$$\left(\frac{(Allocation_{UFY} - Cost\ of\ Negotiated\ Salary\ Increases_{UFY})}{Allocation_{CFY}} - 1\right) \geq 0.04\ or \leq -0.04)$$

Where:

$Allocation_{UFY}$ = District's most recent projected AB 8 allocation, less the ERAF shift, for the upcoming fiscal year (UFY)

$Allocation_{CFY}$ = District's most recent projected AB 8 allocation, less the ERAF shift, for the current fiscal year (CFY)

Cost of Negotiated Salary Increases$_{UFY}$ = Cost to the District for negotiated salary increases, if any, for the upcoming fiscal year (UFY) including cost of living or other negotiated raises but not including increased costs to the District as a result of employee merit (annual step) increases or promotions.

4. For this article, an ongoing increase in expenses shall mean an increase of 5 percent or more in annual expenses to the District that is projected to occur for 3 or more years.

5. Should the parties be unable to agree within thirty (30) days from the date of their first meeting on the subject, the parties will invoke interest arbitration over the issue. If the parties do not agree upon the selection of an interest arbitrator within five (5) days of the invocation of interest arbitration, the parties shall request a list of seven (7) arbitrators, experienced in interest arbitration, from the California State Mediation and Conciliation Service from which they shall alternatively strike names, declaring the last named individual as the arbitrator for this dispute. The interest arbitration hearing shall be heard on an expedited basis, with hearings at night and on weekends if necessary to resolve this dispute.

6. If the interest arbitrator sustains either party's claim for economic reopening, the Agreement shall immediately reopen for negotiation of economic terms for the remainder of its term.

7. Upon reopening of the Agreement for economic terms, if the District and Association reach an impasse in negotiations, the parties will invoke interest arbitration over the issue using the process identified above to select an arbitrator to resolve the impasse.

8. The Association and District, as per law, will equally share the cost of arbitration.

B. Separability
Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court or competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice.

ARTICLE 7: TERMS OF AGREEMENT AND MODIFICATIONS

A. Except as noted for wage adjustments, the provisions herein are effective on July 19, 2022 and shall remain in full force and effect through June 30, 2023 or until such time as it is superseded by a new Agreement between the parties.

B. Except as provided herein, no changes or modifications shall be offered, urged, or otherwise presented by the Association or the District for the duration of this agreement. However, the parties may meet and confer and make modifications by mutual consent:

1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties; or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Commissioners of the District; or

3. In the event of an emergency, by notice from the Fire Chief, subject to the right of the Association to subsequently meet and confer on the District's emergency actions; or

4. During the life of this agreement any matter relating to the scope of representation pertaining to represented employees as authorized by law that is addressed in this agreement, may be negotiated by the parties by mutual agreement. If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for its duration. If such negotiations do not result in an agreement, this issue will remain unchanged.

C. During the life of this agreement any matter relating to the hours, wages, or working conditions pertaining to represented employees as authorized by law that is addressed in this agreement, may be negotiated by the parties by mutual agreement. If such negotiations conclude in an agreement ratified by the parties, the agreement shall be reflected in a Letter of Intent (LOI) describing the purpose and the modifications to wages, hours, and working conditions that apply. LOIs are non-binding and either party can withdraw from the interim provisions described in the LOI on 30 business days written notice to the other party.

CHAPTER II: COMPENSATION

ARTICLE 8: WAGES

A. Any reference to "employee" in this memorandum applies to the classifications as listed in this article. The pay policy is for the represented personnel in the following classifications of:
Logistics/Training and Administration/Prevention (LTAP) I Firefighter
Logistics/Training and Administration/Prevention (LTAP) I Engineer
Logistics/Training and Administration/Prevention (LTAP) I Captain I
Logistics/Training and Administration/Prevention (LTAP) I Captain II

Logistics/Training and Administration/Prevention (LTAP) II Firefighter
Logistics/Training and Administration/Prevention (LTAP) II Engineer
Logistics/Training and Administration/Prevention (LTAP) II Captain I
Logistics/Training and Administration/Prevention (LTAP) II Captain II

Logistics/Training and Administration/Prevention (LTAP) III Firefighter
Logistics/Training and Administration/Prevention (LTAP) III Engineer
Logistics/Training and Administration/Prevention (LTAP) III Captain I
Logistics/Training and Administration/Prevention (LTAP) III Captain II

Volunteer/Emergency Operations (VEO) Recruit/Rookie Firefighter
Volunteer/Seasonal/Emergency Operations (VSEO) Firefighter
Volunteer/Seasonal/Emergency Operations (VSEO) Engineer
Volunteer/Seasonal/Emergency Operations (VSEO) Captain I
Volunteer/Seasonal/Emergency Operations (VSEO) Captain II
Volunteer/Emergency (VE) Dispatcher
Administrative Aide I
Administrative Aide II

B. Pay

1. Represented personnel shall be compensated at the annual wages, or base hourly equivalent in accordance with the provisions of this Agreement and Fair Labor Standards Act, as amended. Wage and salary information are listed in Attachment "A".

2. Emergency Operations Rank Wage Adjustments for Full-Time Safety Employees

   i. Members employed by the District at the rank of Engineer for emergency operations shall receive a 2.5% premium above the Firefighter wages listed in the Salary Table as part of their base pay. For example, a member in the classification of LTAP II Firefighter that is employed as an Engineer shall receive 2.5% more than the table value for the LTAP II Firefighter classification.

ii. Members employed by the District at the rank of Captain I for emergency operations shall receive a 5.0% premium above the Firefighter wages listed in the Salary Table as part of their base pay. For example, a member in the classification of LTAP II Firefighter that is employed as a Captain I shall receive 5.0% more than the table value for the LTAP II Firefighter classification.

iii. Members employed by the District at the rank of Captain II for emergency operations shall receive a 7.5% premium above the Firefighter wages listed in the Salary Table as part of their base pay. For example, a member in the classification of LTAP II Firefighter that is employed as a Captain II shall receive 7.5% more than the table value for the LTAP II Firefighter classification.

C. Acting Pay.

1. Employees that have satisfied the District's qualifications for required training and testing for a higher emergency operations classification listed in this Article (i.e., VSEO Firefighter through VSEO Captain II ranks) but have not been officially promoted to the higher classification shall be eligible for acting pay when required to work in the capacity of the higher classification. The Fire Chief shall have final authority for determining an individual's qualification to receive acting pay.

2. For an employee working in an acting position one rank above his/her currently assigned rank (e.g., a VSEO Firefighter working as an acting VSEO Engineer), acting pay for part-time employee work shall be 5% higher than his/her current pay rate.

3. For an employee working in acting position two ranks above his/her currently assigned rank (e.g., a VSEO Firefighter working as an acting VSEO Captain I), acting pay for part-time employee work shall be 10% higher than his/her current pay rate.

4. Acting pay does not apply to stipend pay for volunteer/part-time employees responding to calls while off-duty or for attending regularly scheduled trainings.

5. Employees shall be limited to working in an acting capacity to a maximum of two ranks above the employee's currently assigned rank.

D. Members in VSEO classifications shall receive a stipend for response to calls while off-duty and for attendance at Thursday night trainings. This stipend reflects a reimbursement of costs, for volunteering at a nominal fee, and is not considered an hourly wage. It is therefore received per occurrence, not for hours contributed.

E. Promotion. Promotion from one full-time job classification to another shall be contingent upon satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Promotion from one VSEO classification to another shall be contingent upon the existence of a vacancy and satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief.

F. Starting wage after Promotion. Persons promoted to a higher paying job classification shall start at the salary step of the new salary range which provides a minimum of five percent (5%) more than their previous base pay.

G. Starting wage for new employees. New appointees shall receive the minimum salary for the class to which the position is allocated, except that in cases of unusual difficulty in filling a position, or in hiring exceptionally qualified personnel, the Fire Chief may appoint personnel at a salary step up to two steps above the minimum salary. New appointments at a step higher than this must be approved by the Board of Fire Commissioners.

H. Eligibility for annual step increases.

1. An employee shall be reviewed for performance upon completion of 6 months and 12 months of service from date of appointment or promotion to a class with a higher salary . Upon successfully completing the probationary period, an employee's salary shall be advanced to the next step within the range. The effective date of the step increase is the first day of the pay period following completion of the probationary period. This date shall then become the employee's anniversary date.

2. Thereafter, full-time employees who are below the top step of the salary range for the employee's classification will be granted a step increase on their anniversary date only when a "next pay step" recommendation is received on the performance evaluation and has been filed by the employee's supervisor and approved by the Fire Chief. The Performance Evaluation shall be filed at least one month prior to the employee's anniversary date and within a period which does not exceed one year prior to that date. No salary advancement shall be made so as to exceed any maximum step established for the class to which the employee's position is allocated.

3. If no Performance Evaluation is filed as defined above, or if an employee does not receive a "next pay step" recommendation on the Performance Evaluation, the employee's step advance will not be granted on the anniversary date.

   i. Where no Performance Evaluation is issued, the employee may file a request in writing for his/her supervisor to issue a Performance Evaluation. The employee's supervisor shall issue a Performance Evaluation within five days of the employee's request. If said Performance Evaluation receives a "next pay step" recommendation, the employee shall be granted a step advance effective to his/her anniversary date.

   ii. If employee does not receive a "next pay step" recommendation on the Performance Evaluation, the supervisor will provide the employee with the required expectations to improve performance prior to the employee's following performance evaluation at the next anniversary date.

   iii. A Performance Evaluation which does not advance an employee to their next step is not in and of itself a disciplinary action. Where no disciplinary action is noted in the

Performance Evaluation, and improvement is needed before a step increase is approved, the action shall be deemed District Rights (Article 5, B and I). Where disciplinary action is noted in the Performance Evaluation and is the basis for not approving a step increase, Article 31 Disciplinary Actions and the Firefighter Bill of Rights shall prevail.

4. Grievances arising out of this section shall be processed as follows:

   i. Where no Performance Evaluation has been issued within the required timeframe subsequent to the employee's request in Article 8, Section H.3.i., the employee may file a grievance with the Fire Chief starting with Step 2 of Article 32.

      (1) If the Fire Chief fails to obtain issuance of such Performance Evaluation within 20 days after the grievance is filed, the employee shall be advance to the next step due to failed administrative process. That step advance shall be processed within 30 days effective to his/her anniversary date.

      (2) Where the Fire Chief obtains issuance of a Performance Evaluation within 20 days after the grievance is filed and said Performance Evaluation is a "next pay step" recommendation, the employee shall be provided a step advance within 30 days effective to his/her anniversary date.

   ii. If the Performance Evaluation is delayed within the 20-day period for any of the following reasons, the Fire Chief and Association shall meet and confer with the intent to deliver a Performance Evaluation as soon as is practicable given the reason(s) for the delay:

      (1) Extended extreme weather for 5 or more consecutive days with a remarkable increase in call volume.

      (2) Vacation, sick, military, jury, FMLA, training, or incident assignments of the involved supervisor for 5 or more consecutive days.

   iii. Grievances based on an employee not receiving a "next pay step" recommendation on the Performance Evaluation shall be filed by the receiving employee within ten days of receipt. Grievances shall be filed with the Fire Chief who shall respond to the grievance within 20 days. Appeals from a Fire Chief's decision shall be processed in accordance with Step 3 of Article 32.

ARTICLE 9: WAGE ADJUSTMENTS

The District and the Association believe that employees should be compensated fairly and comparably to similar Fire Districts. In order to bring employee salaries to comparable positions, the District will make an effort to reach an average wage and benefit package.

The Association agrees to support the mission and goals of the District and that wages and benefits should not hamper the District's ability to operate, maintain stations and equipment; and replace apparatus and equipment, etc.

ARTICLE 10: OVERTIME PAY

A. Compensation

1. Safety employees.

   i. Full-time 56-hour workweek employees. Employees shall be compensated at a rate of time and one-half of their base pay rate for all hours worked in excess of 212 in a 28-day work period. The workweek period will start at midnight on Sunday and coincide with the pay period.

   ii. Full-time and seasonal 40-hour workweek employees. Except as noted for alternative workweek schedules, employees shall be compensated at a rate of time and one-half of their base pay rate for all hours worked in excess of 8 in any single day or 40 in a 7-day work period. Employees working an alternative workweek approved by the District, such as a 4/10 schedule, shall be compensated at a rate of time and one-half for all hours defined as overtime consistent with the alternative workweek overtime laws in the California Labor Code. The work week period will start at midnight on Sunday and end the following Sunday at midnight.

   iii. Part-time 56-hour workweek employees. Employees shall be compensated at a rate of time and one-half of their base pay rate for all hours worked in excess of 212 in a 28-day work period. The workweek period will start at midnight on Sunday and coincide with the pay period.

2. Non-Safety Employees

   i. Full-time 40-hour workweek employees. Except as noted for alternative workweek schedules, employees shall be compensated at a rate of time and one-half of their base pay rate for all hours worked in excess of 8 in any single day or 40 in a 7-day work period. Employees working an alternative workweek approved by the District, such as a 4/10 schedule, shall be compensated at a rate of time and one-half for all hours defined as overtime consistent with the alternative workweek overtime laws in the California Labor Code. The workweek period will start at midnight on Sunday and end the following Sunday at midnight.

B. For purposes of determining "hours worked" when calculating overtime, all compensable hours (e.g., holidays, jury duty, vacation, sick leave, etc.) will be considered work hours.

C. Overtime shall be offered first to employees of the same employment status (e.g., full-time, part-time) and, to the extent deemed necessary by the District to maintain adequate emergency operations capability, the same emergency operations rank (e.g., Captain,

Engineer, Firefighter). If unable to be filled, it shall then be offered to other employees of the same emergency operations rank. If the overtime is still unable to be covered, the District may, at the Fire Chief's or Duty Chief's discretion, offer it to members of other ranks or "acting" members of that rank. All overtime shall be approved by the Fire Chief or his/her designee.

D. Extended Assignment Pay. Part-time 56-hour workweek safety employees shall be eligible for extended assignment pay when placed on an extended emergency assignment by the District. Employees assigned on a single deployment for more than 53 hours continuously and not yet eligible for overtime pay shall receive pay at a rate of 1.5 times their normal hourly rate for hours in excess of 53 hours within a single 28-day work period. Hours in excess of 53 hours that are eligible for overtime pay shall not be eligible for extended assignment pay. For purposes of this requirement, hours will be calculated starting with the time the employee was required to report to the Department for the assignment. Continuous hours worked during regularly scheduled shifts immediately prior to or after such an assignment shall not be eligible for the extended assignment pay nor count towards the initial 53 hours. Hours worked for training assignments, backfilling of vacancies, or other non-emergency assignments are not eligible for extended assignment pay.

E. Full-time employees shall be compensated at the appropriate hourly rate for actual time worked with a minimum of 1 hour for authorized emergency responses when off duty, except when the response is a continuation of the employee's normal shift.

ARTICLE 11: EMT CERTIFICATION, SPECIAL COMPENSATION, AND TRAINING COMPENSATION

A. EMT Certification

1. Full-Time Safety employees with the District must possess an EMT Certificate through Inland Counties Emergency Medical Agency (ICEMA) and maintain said certificate as a condition of continued employment.

2. All Part-Time employees shall, as a condition of eligibility to work shifts, possess and maintain an EMT certificate through ICEMA. VSEO Firefighters that were members of the Department before July 1, 2012 are exempt from this requirement and can continue to work shifts. However, said members may not promote to the rank of VSEO Engineer or Captain without possessing and maintaining an EMT certificate.

3. Upon proof of payment, the District shall reimburse the employee the cost of the certificate, the State and County Fee for the EMT Certificate, and any other fees or cost of materials required for recertification or EMT Certification, and ongoing training. The District will provide monthly CE training in lieu of bi-annual refresher classes. The District will also provide or reimburse up to 8 hours of skills testing.

4. In the event a certification becomes invalid, the Fire Chief will give full-time employees 60 days to obtain certification. After the 60 days, employees may be dismissed for failure to

maintain certification. For part-time employees, the Fire Chief will give employees 9 months to obtain certification in the event a certification becomes invalid. After the 9 months, employees may be declared ineligible to work shifts for failure to maintain certification.

B. Special Compensation

1. 56-hour workweek full-time employees.

   i. FLSA compliant overtime. Full-time employees working 224 hours of regularly scheduled hours per pay period (e.g., 56-hour work week employees) shall receive special compensation pay equivalent to 12 hours of pay at one-half their normal hourly rate per pay period. This pay is PERS compensable as a statutory item under Special Compensation.

   ii. In-lieu of Holiday pay. Per Article 23 section D.2., full-time employees working 224 hours of regularly scheduled hours per pay period shall receive special compensation pay equivalent to 6% of 224 hours at their hourly rate per pay period in lieu of holiday pay. This pay is PERS compensable as a statutory item under Special Compensation.

C. Training, Classes, and Conferences

1. Training Support

   i. Classes or training required by the District to maintain the employee's current classification will be provided by the District. There is no compensation for homework, after hour study groups, etc. Non-required classes, such as promotional classes, may not necessarily be provided or supported by the District.

   ii. It is the intent of the District and the Association to provide and support classes and trainings to further employee development. For all non-required training, the District will issue a training announcement identifying the training, level of support by the District, and application process. District support will be based on operational needs and resources. The District will work within its budget to support training needs.

   iii. Training class availability and support will be a standing agenda item on the quarterly labor relations meetings between the District and the Association.

2. Training Request Process

   i. Requesting attendance for classes that have been issued a training announcement will require completion of the application as detailed in the training announcement.

   ii. If an employee wishes to attend a class that is offered outside of the District, a training request must be submitted to the Fire Chief for consideration.

ARTICLE 12: UNIFORM ALLOWANCE

A. Uniform and Store Allowance. Employees are required to be outfitted in approved uniforms as determined by the Fire Chief. Employees who are required to wear a uniform shall receive reimbursement in accordance with the following:

1. Full-Time Safety Employee: Each employee shall be reimbursed up to $750.00 per year.

2. VSEO Safety Employee: Each employee shall be reimbursed up to $375.00 per year.

3. VE Dispatcher, and Non-Safety Full-time: Each employee shall be reimbursed up to $250.00 per year.

4. The District will also provide every represented employee an annual $95 store allowance. The Store year is defined as Nov 1st through Oct 31st.

5. For PERS Classic employees hired before January 1, 2013, eligible uniform item purchases will be reported to PERS as special compensation in accordance with PERS regulation and guidance.

B. Uniform Allowance Expenses

1. The uniform allowance shall be used for the purchase and maintenance of the daily work uniform including approved shirt, pants, jacket, belt, and boots, and other items with prior approval of the Fire Chief. At the Fire Chief or his/her designee's discretion, a member may be required to replace uniform items that are unacceptably worn or damaged.

2. Uniform description shall follow SOPs established by the Uniform Committee and approved by the Fire Chief.

3. Quarterly, the District will place uniform orders on behalf of the employee. It is the employee's responsibility to advise the District of requests for uniforms. Items purchased on the quarterly order:

   i. Uniform shirts, pants and wildland pants

   ii. Belt

   iii. Boots

   iv. Name tags, collar brass, etc.

   v. Station jacket

4. The employee's first pair of dual-purpose wildland/station boots (NFPA 1999 EMS, NFPA 1977 wildland, and ASTM F2413-11 protective toe cap certified) will be provided by the

District. Subsequent purchases of District-approved boots can be purchased by the employee and reimbursed by the District or ordered by the District.

5. The District will keep track of each employee's uniform allowance expenditure for the fiscal year.

6. Upon separation from the District, an employee shall return all supplied uniform and equipment to the District. Patches, uniforms, badges, etc. are the property of MLFPD.

C. Store Allowance Expenses

1. The store allowance shall be used for the purchase and maintenance of daily station or uniform wear available for purchase in the Association store such as duty t-shirts, hats, and other logo wear including sweatshirts, work-out shorts, and replacement belt buckles.

2. The Association will keep track of each employee's expenditure from November 1st to October 31st and report it to the District once per year for payment to the Association and/or deduction from the employee's pay.

D. Personal Protective Clothing for Safety Employees

1. Personal protective clothing and equipment as defined in California Code of Regulations, Title 8, Division 1, Chapter 4, Sub-Chapter 7, General Industry Safety Orders, Group 2, Article 10.1 Personal Protective Clothing and Equipment for Fire Fighters shall be provided to each employee at no cost to the employee.

2. Employees shall be responsible for annual inspection of their own personal protective clothing and equipment and shall request repair/replacement as needed.

3. In recognition of the guidelines provided in A.7.2.1 of Annex A of NFPA 1500, 2018 edition, to reduce unnecessary exposure of the employee and the public to contaminants on soiled, wet, or contaminated clothing, the District, while not required to do so by this MOU, will work towards making extra sets of personal protective clothing available to on-duty employees. The extra clothing shall be limited to a sufficient number of extra sets such that all on-duty safety employees may temporarily use the clothing during the remainder of their shift in the event their personal protective clothing is contaminated during daily activities or is in otherwise need of cleaning.

CHAPTER III: BENEFIT PLANS

ARTICLE 13: HEALTH PLANS

A. The District contracts for full-time employees,' their dependents,' and eligible retirees' medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods or as the result of a qualifying event such as marriage, divorce, birth or adoption of a child, or loss of other coverage.

B. Health insurance coverage for full-time employees shall begin on the first day of the first month subsequent to the initial hire date.

C. The District's contribution for health insurance shall be the premium amount for the Peace Officers Research Association of California (PORAC) plan for the employee and his/her dependents. Employees who elect to use an eligible health insurance with a higher premium than PORAC shall be required to pay the differential amount for the higher premium and have such payment deducted from their wages. Employees who elect to use an eligible health insurance with a lower premium than PORAC will receive a contribution from the District equal to the selected health insurance premium but will not receive additional monies for the differential between the selected plan and PORAC.

D. In the event of the employee's/retiree's death, his/her dependents' health coverage will continue subject to:

   1. The general rules of eligibility of the plan.

   2. The dependent(s) pay the cost of the plan premiums and all administrative charges of the plan.

ARTICLE 14: DENTAL/VISION PLANS AND EMPLOYEE ASSISTANCE PROGRAM

Full-time employees and their dependents shall be provided with a dental insurance plan, a vision insurance plan, and an Employee Assistance Program (EAP) paid for by the District. Part-time employees and their dependents shall be eligible for the Employee Assistance Program on the first day of the first month subsequent to initial hire date. The current plans are provided by Delta Dental of California for dental, VSP for vision, and Magellan Healthcare for the EAP. Any changes made to the current plans shall be conducted on a meet and confer basis during one of the quarterly joint labor management meetings. Coverage for full-time employees shall begin on the first day of the first month subsequent to initial hire date.

ARTICLE 15: RETIREMENT PLANS

A. The District shall provide retirement benefits under applicable terms and conditions of the California Public Employees Retirement System (CalPERS) to eligible members.

B. Safety Employees.

1. Plan:

   i. For "Classic" employees hired before January 1, 2013, the pension formula shall be 3.0% at age 55.

   ii. For "PEPRA" employees hired on or after January 1, 2013, the pension formula shall be 2.7% at age 57.

2. Contributions:

   i. For "Classic" employees, the employee shall contribute 9% of salary towards PERS retirement contribution.

   ii. For "PEPRA" employees, the employee shall contribute salary towards retirement equal to one-half of the total normal cost of the plan as determined by PERS.

   iii. The District shall contribute the remaining portion of the PERS retirement contribution.

C. Non-Safety (Miscellaneous) Employees.

1. Plan:

   i. For "Classic" employees hired before January 1, 2013, the pension formula shall be 2.0% at age 60.

   ii. For "PEPRA" employees hired on or after January 1, 2013, the pension formula shall be 2.0% at age 62.

2. Contributions:

   i. For "Classic" employees, the employee shall contribute 7% of salary towards PERS retirement contribution.

   ii. For "PEPRA" employees, the employee shall contribute salary towards retirement equal to one-half of the total normal cost of the plan as determined by PERS.

   iii. The District shall contribute the remaining portion of the PERS retirement contribution.

D. The District benefits provided to the represented members shall consist of those benefit provisions that the District has contracted for with CalPERS per the 2019 Employer Annual Statement, included as Attachment B to this Agreement.

ARTICLE 16: SICK LEAVE

A. General. Sick leave with pay shall be granted to all full-time, part-time, and probationary employees. Sick leave shall not be considered a right which may be used at an employee's discretion but shall be allowed only in case of necessity and qualifying sickness or disability described below in Usage section. In order to receive compensation while absent on sick leave, the employee or someone acting in the employee's behalf shall notify his/her immediate supervisor as soon as possible and no later than one hour prior to the employee's scheduled starting time. The Fire Chief may waive this requirement upon presentation of a reasonable excuse by the employee. The employee shall file a personal affidavit with the Fire Chief or his designee stating cause of absence.

B. Accrual Rates.

1. All full-time employees shall earn sick leave for each full 28-day pay period of service at the rate of 7.39 hours per pay period for 40-hour workweek personnel and 11.08 hours per pay period for 56-hour workweek personnel. Upon transfer from a 40 hour per week to 56 hour per week employee, the employee's current leave level will be increased by a factor of 1.4. Upon transfer from a 56 hour per week to 40 hour per week employee, the employee's current leave level will decrease by a factor of 0.71.

2. All part-time employees shall earn sick leave at a rate of 1 hour per every 30 hours worked, regardless of 40 or 56-hour workweek classification.

3. Initial crediting of sick leave shall be based on service computed to the nearest half pay period and shall accrue unlimited thereafter. Sick leave records shall be maintained by the District on a pay period basis and indicate the number of hours available. No sick leave shall be earned during leaves of absence without pay. After an absence is approved as sick leave, it shall be deducted from an employee's sick leave balance.

4. With the exception of full-time employees in their first year of employment, absence for time while sick may not be charged to sick leave not already accumulated. With Fire Chief approval, qualifying absences for full-time employees in their first year of employment may be charged to sick leave not yet accumulated up to a maximum of the hours of sick leave projected to be accumulated for the remaining portion of the first year of employment. Such use of sick leave shall be tracked by the District as a negative balance for the employee's sick leave balance until sufficient sick leave is accrued by the employee.

C. Payment of Balance upon Separation.

1. After ten or more years of continuous service, any employee who retires, resigns, dies, or is laid off by the District shall be paid for one-half of any accumulated sick leave at his/her regular straight-time rate of pay, subject to a maximum of 528 hours to be paid out by this provision. Said payment shall be made to the employee or his/her designated beneficiary.

   For all PERS employees, after computing the sick leave payoff allowance above, any other unused sick leave may be applied to the PERS unused sick leave extension of service credit.

D. Usage. Sick leave may be taken for the following:

1. An employee's illness or injury. Leaves of more than three consecutive work shifts for 40-hour workweek employees or two consecutive 24-hour work shifts for 56-hour workweek employees may require a doctor's certificate indicating absence from work, as necessary.

2. An employee's or member of the employee's immediate family's dental, eye or other physical or medical examination or treatment by a licensed practitioner or birth/adoption of an employee's child.

3. Providing necessary care for an ill or injured member of the immediate family. Absences of more than three consecutive work shifts for 40-hour workweek employees or two consecutive 24-hour shifts for 56-hour workweek employees for this reason may require a doctor's statement indicating that the employee's presence was required at home.

4. Immediate family shall consist of the spouse, children, parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case, the Fire Chief shall grant such sick leave only when, in his/her opinion, the relationship of the sick or disabled person to the employee warrants such use of sick leave.

5. Employees absent from work on sick leave shall not engage in any other employment or incompatible activity.

6. In the case of frequent use of sick leave, an employee may be directed to file a physician's statement for each illness, regardless of duration, at the employee's expense. An employee may also be required to take an examination by a physician licensed in the State of California designated by the District at the District's expense and to authorize consultation with his or her own physician concerning the illness. Sick leave shall not be granted for absences caused by intoxication or excessive use of alcoholic beverages or drugs unless the employee is hospitalized for such reason in a rehabilitation program.

E. Interaction with Disability. A permanent employee receiving temporary disability payments under the Workers' Compensation Laws may use accumulated sick leave in order to continue to maintain regular income. Employees receiving such disability payments must present payment records to the District for review. However, in no case shall the employee receive more than their regular income from a total of the above sources. All employees receiving full

salaries in lieu of temporary disability payment are entitled to accumulate sick leave during such periods of disability.

ARTICLE 17: SHORT TERM AND LONG-TERM DISABILITY PLANS

A. State Disability Insurance
The District shall provide employees with State Disability Insurance (SDI), at the employee's expense. Under the California Unemployment Insurance Code, "disability" includes any illness or injury, either physical or mental, including pregnancy, childbirth, or related medical condition that prevents a member from doing their regular or customary work.

Members who are eligible to receive SDI may utilize paid leave on a prorated basis to supplement their SDI payments, in accordance with SDI rules. All requests for such prorated leave must be made in advance of the leave being taken. All benefits, including leave accrual, health insurance, and retirement shall be reduced proportionally to the reduction in paid leave hours utilized.

B. Family and Medical Leave Act
The District and the Association acknowledge that State and Federal Law requires employers to grant family and medical leave under specified circumstances. The District and the Association agree to abide by both the spirit and intent of the law. The District shall provide up to date information on the benefits provided and shall make all such information available to an employee upon request. Employees that have a Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) qualifying event will receive FMLA or CFRA benefits.

Those who are also eligible for benefits such as State Disability Insurance or Workers' Compensation Insurance must utilize paid leave on a prorated basis to supplement their State Disability or Workers' Compensation Insurance to continue to receive the benefits provided under the FMLA and CFRA laws.

C. Long term disability is not offered at this time.

ARTICLE 18: LIFE INSURANCE

The District agrees to pay the annual premium cost to provide a $30,000 life insurance benefit policy for each employee. For full-time employees, coverage shall begin on the first day of the first month subsequent to initial hire date. For volunteer and part-time employees, coverage shall begin on the first day of the first month subsequent to receiving their badge from the District.

ARTICLE 19: 401(a) BENEFITS

A. 401(a) Benefit for Full-time Employees:
The District shall contribute into the Section 401(a) Plan an amount on behalf of the employee equal to the amount contributed by the employee (if any) from his or her own pre-tax salary into one of the District's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to the employee's contributions) but not to exceed 3% of employee's pre-tax

salary. Accordingly, if the employee contributed a total of 1-3% of his/her pretax salary to a 457 plan, then the dollar amount of the District's 401(a) contribution would fully match his/her 457 contribution; if the employee contributed more than 3% of his pre-tax salary to a 457 plan, then the dollar amount of the District's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match his/her 457 contribution.

B. 401(a) Benefit for Volunteers and Part-time Employees:
To be eligible for this benefit, a member must have met the Department's minimum response and training requirements. The current minimums are defined as attendance of at least 50% of all Thursday evening trainings and responding to at least 20% of all full Department (group paged) alarms. Eligible members will receive the following benefit based on years of service to the department.

Annual Contribution based on years of service:

0-2 Years	$250
2-3 Years	$350
3-4 Years	$450
4-5 Years	$550
5-6 Years	$650
6-7 Years	$750
7-8 years	$850
8-9 years	$950
10+years	$1000
15+years	$1500

C. The 401(a) Plan shall provide the following schedule of vesting requirements for the employee or any other participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of Service	Portion of Account Value Vested
0-2 years	0%
2-3 years	30%
3-4 years	60%
4-5 years	80%
5 years +	100%

CHAPTER IV: LEAVE AND HOLIDAYS

ARTICLE 20: VACATION LEAVE

A. Vacation Leave. For full-time employees, the following provisions shall apply:

1. The vacation leave accrual rates shall be as follows:

40-hour workweek Employees			
Years of Service	Annual Accrual	28-day pay period Accrual Rate	Max. Accrual
0-1	60 hours	4.62	
1-3	90 hours	6.92	240
3-6	120 hours	9.23	240
6-10	160 hours	12.31	240
10+	160 hours	12.31	340

56-hour workweek Employees			
Years of Service	Annual Accrual	28-day pay period Accrual Rate	Max. Accrual
0-1	84 hours	6.46	
1-3	126 hours	9.69	336
3-6	168 hours	12.92	336
6-10	224 hours	17.23	336
10+	224 hours	17.23	476

2. Maximum Vacation Accrual. For employees with less than 10 years of service, maximum vacation accrual is 240 for 40-hour employees and 336 for 56-hour employees. For employees with 10 or more years of service, maximum vacation accrual is 340 for 40-hour employees and 476 hours for 56-hour employees. Further accrual of vacation leave will be prohibited whenever an employee's vacation balance is already at the maximum allowed accrual amount. Vacation leave is intended to be used by the end of the calendar year. Employees will not be compensated for unused leave. Employees must responsibly use leave and not wait until the end of the calendar year to exhaust leave accumulations. The Fire Chief may refuse leave requests if detrimental to Department operations.

3. Advance Scheduling of Vacation. Each year, between November 1 and November 30, full-time safety employees shall develop a proposed schedule for use of vacation leave for the following calendar year. The schedule shall include planned use of at least 75 percent of the employee's vacation leave expected to be accrued in the following calendar year. Planned use of vacation on the schedule must be in minimums of 24-hour blocks of leave for employees on a 56-hour workweek schedule, and 8-hour blocks of leave for employees on a 40-hour workweek schedule. The schedule shall be submitted to the Fire Chief for review and approval during the first week of December.

B. Change in workweek assignment. Upon transfer from a 40-hour per week to 56-hour per week employee, the employee's current leave level will be increased by a factor of 1.4. Upon transfer from a 56 hour per week to 40 hour per week employee, the employee's current leave level will decrease by a factor of 0.71.

C. Payment upon Separation. At the time an employee is separated from District service, whether voluntarily or involuntarily, he or she shall be granted all of the unused vacation leave to which he/she is entitled based upon his or her active service in prior years (up to the applicable maximum vacation accrual amount specified above), and in addition, he or she shall be granted vacation leave based upon the length of his/her active service during the year in which the separation occurs and computed on the basis set forth in Section A. of this Article.

D. Vacation Use. Vacation leave balances shall be reduced by the actual time not worked to the nearest quarter hour. Absence may not be charged to vacation leave not already accumulated.

ARTICLE 21: PERSONAL LEAVE

A. Bereavement Leave.

1. Full-time 40-hour workweek employees shall be eligible for up to five consecutive working days of leave, and full-time 56 hour workweek employees shall be eligible for up to three consecutive 24-hour shifts off, without loss of pay or benefit for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. Vacation/Holiday benefits and/or leaves of absence may also be used if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

2. At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

B. Authorized Leave of Absence Without Pay.

1. The Fire Chief, upon written request of a permanent employee, part-time employee, or volunteer, may grant for the good of the District, a leave of absence without pay for a maximum period of four months for a permanent employee, and a maximum of twelve months for a part-time employee, or volunteer employee. Leaves hereby authorized may include for any purpose promoting the good of the District. Early return of an employee from an approved leave of absence shall be at the sole discretion of the Fire Chief. An employee on an approved leave of absence shall provide a 15 days' written notice of an early return.

2. Whenever granted, such leave shall be in writing and signed by the Fire Chief. Upon expiration of such leave, the employee shall be reinstated to the position held at the time

the leave was granted. Failure of the employee to report promptly at its expiration or within five 8-hour workdays or three 24-hour work shifts after notice to return to duty shall terminate the employee's right to be reinstated.

3. The employee shall not be eligible for District benefits and no seniority or leave time shall accrue during such leaves. However, employees may be allowed to maintain their medical, dental, and vision benefits by paying their own premiums and/or reimbursing the District for such premiums as may be authorized by the various contracts with health providers.

ARTICLE 22: JURY DUTY, SUBPOENA, AND MILITARY LEAVE

A. Jury Duty. Employees summoned to jury duty shall inform their supervisor and, if required to serve while scheduled to work, shall receive full pay for time absent from work. Any jury fees, not including expense reimbursements, received by an employee shall be remitted to the District. The employee will adhere to the following:

1. The employee must present to his or her supervisor, the court order to appear for jury duty at least three weeks prior to the date to report.

2. The employee must document on his/her timecard all hours of required service ordered by the court.

3. The employee is expected to return to work when released from jury duty unless a justification for not returning to work is provided to and approved by the employee's supervisor, or pre-authorized leave is approved.

4. Employees who are required to serve on jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.

5. If the employee is not required to report for jury duty on any particular day(s), he or she is then expected to be at work as per the normal schedule.

6. It is the employee's responsibility to inform his or her supervisor on a daily basis if he or she is required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.

B. Subpoena.

1. Employees who are subpoenaed to appear as witness in a matter related to the District's business shall inform his/her supervisor and, if required to appear while scheduled to work, shall receive full pay for time absent from work. Any witness fees received shall be remitted to the District.

2. If a work-related subpoenaed appearance is made by the employee on his/her regular scheduled day off, except for matters of labor relations, the employee shall be paid for the time required for the appearance.

C. Military Leave. Military leave shall be granted in accordance with the provisions of law. All employees entitled to military leave shall give the Fire Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 23: RECOGNIZED HOLIDAYS

A. The District recognizes the following holidays for pay purposes:

(1) New Year's Day (January 1)
(2) Martin Luther King, Jr. Day (3rd Monday in January)
(3) Presidents Day (3rd Monday in February)
(4) Memorial Day (Last Monday in May)
(5) Independence Day (July 4)
(6) Labor Day (1st Monday in September)
(7) Discovery Day (2nd Monday in October)
(8) Veterans Day*
(9) Thanksgiving Day
(10) Friday after Thanksgiving Day
(11) Christmas Day (December 25)

*Veterans Day may be taken any time during the week in which it falls subject to scheduling approval of the Fire Chief.

The Fire District Office shall close at noon on December 24, and December 31, if those dates fall on a workday.

On a one time only basis, the District will observe any additional holidays proclaimed by the President of the United States or the Governor of the State of California. Thereafter, the addition of a holiday(s) to the District schedule shall occur only through the meet and confer process.

B. Full-time 40-hour workweek non-safety employees.

1. Full-time employees assigned to a 40-hour workweek shall have the holidays recognized by the District as off with pay. Employees will also be off with pay after noon on December 24, and December 31, if those dates fall on a weekday.

2. If any of the recognized holidays fall on a Sunday, the following Monday shall be considered the holiday. When any of the recognized holidays fall on a Saturday, the preceding Friday shall be considered the holiday.

3. For pay purposes, each Holiday shall be considered as an 8-hour day. For employees working a non-traditional workweek, such as a 4/10 schedule, when a holiday falls on an employee's regularly scheduled workday, the employee will have to make up hours in excess of 8 hours that are taken off or use vacation time.

4. If a holiday falls on the employee's regularly scheduled day off (not vacation, sick, etc.), the District will allow time off on another day for the holiday or, if the employee agrees, pay the employee 8 hours of regular pay.

C. Full-time 40-hour workweek Safety Employees.

1. Full-time employees assigned to a 40-hour work week shall have the holidays recognized by the District as off with pay.

2. If any of the recognized holidays fall on a Sunday, the following Monday shall be considered the holiday. When any of the recognized holidays fall on a Saturday, the preceding Friday shall be considered the holiday.

3. For pay purposes, each Holiday shall be considered as an 8-hour day. For employees working a non-traditional workweek, such as a 4/10 schedule, when a holiday falls on an employee's regularly scheduled workday, the employee will have to make up hours in excess of 8 hours that are taken off or use vacation time.

4. If a holiday falls on the employee's regularly scheduled day off (not vacation, sick, etc.), the District will allow time off on another day for the holiday which is to be scheduled by the Fire Chief or, if the employee agrees, pay the employee 8 hours of regular pay.

5. In the event the employee is required to work on a holiday to ensure adequate Department operation, he/she shall receive double time (two times the normal pay rate) for hours worked on the holiday in lieu of receiving the day off with pay.

D. Full-time 56-hour workweek Safety Employees.

1. Full-time employees who work a 24-hour duty shift shall be required to work on holidays that fall on their regularly scheduled workdays.

2. In lieu of receiving these days off as holidays, the employees shall be compensated year-round at an extra 6% of base pay, exclusive of overtime pay, and such compensation shall be included as special compensation for PERS.

E. Part-time 56-hour workweek employees.

1. When any of the holidays recognized by the District falls on an employee's shift, the employee shall be compensated at time and one-half for all hours worked between 0:00 and 24:00 on the holiday.

CHAPTER V: HOURS, SCHEDULES, TRANSFERS AND STAFFING

ARTICLE 24: ENGINE COVERAGE SCHEDULE

The District recognizes it can only provide effective emergency services to the community through a combination of full-time and part-time personnel. It is our standing intent to:

- Train and utilize our full-time and part-time personnel the same for emergency operations.
- Have at least one engine company staffed 24 hours a day, 7 days a week, with staffing equivalent to the level of a Captain, Engineer, and Firefighter using a combination of full-time and part-time employees.

In order to maintain the essential balance of full-time and part-time employee engine coverage, the District and Association agree to the following baseline engine coverage for emergency operations:

	Days/Times	Desired Staffing Composition*	Employee Classification
"A" Shift	Friday 17:00 through Monday 07:00	Captain, Engineer, and Firefighter	Part-time Employees
"B" & "C" Shifts	Monday 07:00 through Friday 17:00	Captain, Engineer	Full-time employees
	Monday - Thursday 07:00 - 18:00, Friday 07:00 - 17:00	Firefighter	Full-time employees
	Monday - Thursday 18:00 - (following day) 07:00	Firefighter	Part-time Employees

*At a minimum, at least one person assigned to engine coverage must be qualified as an Acting Engineer or higher rank.

It is the intent of the Association and the District to follow this engine coverage schedule to the extent that full and part-time personnel are available to fill the required vacancies.

ARTICLE 25: DUTY HOURS AND SCHEDULE

A. Safety Personnel:

1. Personnel assigned as Full-Time Employees

   i. 56-Hour Workweek Employees
   Employees assigned to a 24-hour shift schedule shall work a 56-hour week on a 28-day work period. Employees must be in a recognized pay status a total of 224 hours in the 28-day work period.

   ii. 40-Hour Workweek Employees
   Employees assigned to a 40-hour workweek shall be in a recognized pay status 160 hours in a 28-day work period and have the option of working 5/8, 4/10, or an alternative schedule, with the approval of the Fire Chief or his designee. Consistent with Article 5, the District retains the right to alter schedules including changes to previously approved alternative schedules as needed to meet the District's needs. Employees working a 40-hour workweek that are expected to respond to emergency operations through their lunch break shall be paid as being on duty through the break.

   iii. In accordance with Article 5, the District retains the right to alter employee schedules including changes from 56 hour to 40-hour workweeks as necessary to meet the needs of the District. However, if an employee's work schedule is changed by the District a 3rd time within a fiscal year, the Fire Chief is required to convene a meeting with the Association and the current Chair of the Board of Fire Commissioners to confirm that said change is based on the needs of the District and not an indirect form of discipline or punishment.

2. Personnel assigned as Part-Time Employees [not to exceed 1000 hours per year]
   The District utilizes personnel in the Volunteer/Seasonal/Emergency Operations (VSEO) classifications in various capacities to fit the District's needs as efficiently as possible. Primarily, the District uses personnel designated as 56-hour workweek employees to fill scheduled engine coverage. The District also utilizes part-time employees to fill seasonal work assignments where they are designated as 40-hour workweek employees and are typically scheduled for 40 hours each week for several months continuously.

   i. 56-Hour Workweek Employees
   Part-time eligible employees electing to fill scheduled engine coverage per Article 24, extended emergency assignments, and other scheduled special events are designated as 56-hour workweek employees.

   ii. 40-Hour Workweek Employees
   Part-time employees who apply for and are selected for seasonal work assignments are designated as 40-hour workweek employees and are scheduled to work 40 hours per week. Employees have the option of working 5/8, 4/10, or an alternative schedule,

with the approval of the Fire Chief or his designee. Consistent with Article 5, the District retains the right to alter schedules including changes to previously approved alternative schedules as needed to meet the District's needs.

iii. Part-time employees will not be allowed to work over 970 hours per year without prior approval from the Fire Chief. The 970-hour maximum includes all hours worked for the District including seasonal assignments, hours during response to group pages while off-duty, and training hours completed while off duty. The Fire Chief will monitor employee hours on a quarterly basis and employees may be required to stay within the quarterly maximum hours unless granted an exemption by the Fire Chief. The Fire Chief will meet with the Association to ensure hours for all personnel are within prescribed limits. The Fire Chief and the Association will work together to ensure that hours are used uniformly throughout the year, and that the District will not be understaffed due to high accumulation of hours.

3. Personnel responding as Volunteers
   Eligible employees in the Volunteer/Seasonal/Emergency Operations (VSEO) classifications electing to respond to emergencies and to participate in trainings receive a stipend on a per incident and per training basis.

B. Non-Safety Employees

1. Personnel assigned as Full-Time Employees

   i. 40-Hour Workweek Employees
   Employees assigned to a 40-hour workweek shall be in a recognized pay status 160 hours in a 28-day work period and have the option of working 5/8, 4/10, or an alternative schedule, with the approval of the Fire Chief or his designee. Consistent with Article 5, the District retains the right to alter schedules including changes to previously approved alternative schedules as needed to meet the District's needs. Employees working a 40-hour workweek that are expected to respond to emergency operations through their lunch break shall be paid as being on duty through the break.

2. Personnel responding as Volunteers
   Eligible employees in the Volunteer/Emergency Dispatcher classification electing to respond to the fire station during emergencies to perform dispatch duties and to participate in trainings are paid a stipend on a per incident and per training basis.

C. Pay Period
   The pay period shall be 28 days with employees paid once per pay period.

ARTICLE 26: RANK ASSIGNMENT

The Association and District agree to the following composition of personnel assigned as part-time employees in the classifications of VSEO Captains and Engineers.

For Part-Time employees:

Captains (I and II): No more than 7. At least once per year, whenever there are 6 employees at the rank of Captain and, upon departure or promotion of a current Captain whenever there are 7 employees at the rank of Captain, the remaining Captains shall vote to decide whether to allow the District to fill a 7th Captain position.

Engineers: No more than 7. At least once per year, whenever there are 6 employees at the rank of Engineer and, upon departure or promotion of a current Engineer whenever there are 7 employees at the rank of Engineer, the remaining Engineers shall vote to decide whether to allow the District to fill a 7th Engineer position.

ARTICLE 27: [Reserved]

[Reserved]

ARTICLE 28: SHIFT TRADES

The District agrees to continue to allow the practice of shift exchanges, subject to the provisions of the Fair Labor Standards Act including 29 U.S.C. §207(p)(3).

Employees shall have the right to voluntarily exchange shifts or parts of shifts when the change does not interfere with the operation of the Department, including critical training as determined by the Division Chief of Training, and must be approved by the Duty Chief assigned to cover during the time of the shift trade. In addition to rank for rank trades, personnel of a lower classification but certified to "act" in a higher rank may be permitted to exchange shifts. Any time owed shall be between the individuals and shall not involve the District.

Paybacks should be completed within one calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees. The District is not responsible in any manner for hours owed to employees by other employees who leave the employment of the District or are assigned other duties. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the District.

In the event a shift trade employee fails to meet his/her commitment to show up for duty for a regularly scheduled employee, the regularly scheduled employee will be charged leave time for the absence. If the absence is the result of a verifiable illness or injury, the regularly scheduled employee's sick leave accrual shall be charged. Any other reason for the absence will be charged to the regularly scheduled employee's vacation leave balance.

CHAPTER VI : PROBATION, PROMOTION, DISCIPLINE GRIEVANCES

ARTICLE 29: PROBATIONARY PERIODS

A. Intent. The intent of the probation period is to allow the District to determine if the work of the employee is satisfactory to the District.

B. Length of Probation Period. No appointment for employment in any position or rank in the District shall be deemed final until after the completion of a period of 12 calendar months of probationary service. Employees promoted in classification shall not be deemed final until after the completion of a period of 12 calendar months of probationary service. However, any probationary period may be extended by the number of shifts/days of unscheduled leave or military leave excluding vacation and/or sick days. Personnel in the Volunteer/Emergency Operations Recruit/Rookie Firefighter classification shall be considered on probation until receiving a badge from the District.

C. Canceling of Employment during Probation Period. For the initial employment probationary period (not promotional probationary period), the Fire Chief may cancel the employment without cause or prior notification and there shall be no right of appeal, hearing, or grievance procedure.

D. Canceling of Promotion during Probation Period. If the Fire Chief cancels an employee's appointment during the probationary period following a promotional appointment, the employee shall be reinstated in the position from which he/she was promoted. This applies only for promotions for represented personnel being promoted from one classification to another classification as defined in Article 8.A.

E. Completion of Probation Period. Continuous service in the position after the completion of the probationary period shall constitute a regular appointment.

ARTICLE 30: HIRINGS AND PROMOTIONS

A. The District agrees to give exams for the filling of any full-time permanent vacancies or new positions

1. Full-time permanent positions

   i. The announcement of the examination shall be posted in each station at least 30 days prior to the final filing date. The announcement shall consist of, but not be limited to, the following:

      (1) Title of position being tested

      (2) Final filing date

      (3) Minimum qualifications required to apply

(4) Scope of the examination

(5) Methods of testing

(6) List of reference materials used to compile test, when available

ii. The successful completion of the testing process will place an employee on a list. The appointing or hiring authority shall:

(1) Conduct interviews with the top five (5) individuals on the promotional list and select one (1) of the five (5) for appointment. When more than one appointment is to be made, the district will add two to the list for each additional opening.

iii. The District may seek applicants outside of the Association if there are:

(1) no candidates that apply that meet the minimum qualifications to apply, or

(2) After testing, no candidates are determined to meet the minimum job proficiency for non-emergency operations.

2. Temporary full-time positions with benefits, one year or less

i. The announcement shall be posted in each station at least thirty (30) days prior to the final filing date.

(1) Title of position being tested

(2) Final filing date

(3) Minimum qualifications required

(4) Testing or interview requirements

3. Seasonal (or other) positions of less than a four-month duration, and part-time positions of less than 16 hours per week.

i. The announcement shall be posted for at least 14 days.

(1) Title of position being tested

(2) Final filing date

(3) Minimum qualifications required

4. Emergency Hire/Provisional Hire – The Fire Chief can fill a full-time position using a variety of methods including temporary hires (with or without benefits) temporary promotions,

etc., for up to four months to fill vacancies caused by unexpected circumstances such as injury, family emergencies, maternity leave, etc.

i. The announcement shall be posted for a least 7 days and the President of the Association shall be notified.

(1) Title of position being filled

ii. Employees who accept a provisional position in a higher classification shall be eligible for acting pay in accordance with Article 8, section C.

5. The preceding applies only to "safety" positions. Hiring of non-safety positions is at the Fire Chief's discretion but he/she must meet and confer with the Association.

B. Voluntary Change in Status. At the request of the employee, and with the approval of the Fire Chief, provided the employee possesses the desirable qualifications for the position to which the employee is voluntarily requesting a change in status from permanent to part-time/volunteer, and an opening exists in the classification, the employee may be granted a change in status. No probationary period is required when an employee voluntarily reduces to a lower classification in the same series if the employee has successfully passed probation in the higher class.

C. All hiring and promotions of Safety employees, excluding Chief Officers, shall be from within the Department, as long as the Association can provide qualified candidates. This rule does not apply to non-safety positions.

D. The District shall establish and update, when available, an up-to-date library as a reference source, containing the information necessary to complete the test and the subsequent probationary period. The District is not responsible for ensuring that the reference material is always available to all candidates.

ARTICLE 31: DISCIPLINARY ACTIONS

A. The Fire Chief may take disciplinary action, including dismissal, demotion, suspension, or other disciplinary action against any employee. Employees shall receive written notice stating the cause for such action, in accordance with the procedures established in this Article. Such disciplinary action shall be for cause.

B. Employees shall be guaranteed freedom from reprisal for using the appeal process.

C. Any employee may be disciplined for reasonable cause which includes but is not limited to one or more of the following:

1. Incompetency.

2. Failure to perform required job functions.

3. Inexcusable neglect of duty.

4. Insubordination.

5. Dishonesty.

6. Discourteous treatment and/or sexual, racial or other harassment of the public or other employees.

7. Failure to report for scheduled duty.

8. Intemperance that affects job performance.

9. Use of California defined narcotics, illegal drugs, or other drugs contrary to or without a prescription.

10. Misuse of public property or public funds.

11. Violation of ordinances or laws of Mono County and the State of California.

12. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with District employment.

13. Fraud in securing appointment or employment.

14. Misconduct or conduct unbecoming a District employee either during or outside of duty hours which tends to discredit the District or District service.

15. Engaging directly or indirectly in activity incompatible with the District service.

16. Refusal to respond to a legal, moral, and safe direct order.

17. Habitual absenteeism or unexcused tardiness.

18. Violation of District rules, regulations, or general orders.

D. Notice of Discipline

Except in cases of emergency or when immediate action is required, notice of disciplinary action shall be given by the employee's supervisor or Fire Chief to the affected employee not less than 5 working days in advance of the date of a proposed suspension of 5 days or more, demotion or dismissal. The notice shall contain the following information:

1. The action proposed and effective date intended.

2. A statement of the rule(s) and/or regulation(s) allegedly violated.

3. The specific charges against the employee.

4. Copies of records and documentation on which the proposed action is based.

5. The employee's right to a hearing, the place, date and time of hearing if desired, and the employee's right to have a representative of the employee's choice present.

E. Pre-disciplinary Hearing

The pre-disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The hearing is intended to ensure due process, gather and review pertinent facts to alleged violations of District policy, and give the employee(s) an opportunity to respond to the allegations. The employee has the right to Association and/or legal representation at the hearing and shall be advised of such.

F. Pre-disciplinary Hearing Committee

The Pre-disciplinary Hearing Committee will hear and consider the employee's response. Members of the Committee shall be subject to a confidentiality agreement. The Fire Chief shall appoint a Committee Chair, generally from the rank of Division Chief. The Chair shall be responsible to convene a Committee with the following ideal make-up:

1. Two members at an emergency operations rank of at least one level above the employee that is the subject of the Hearing.

2. Two members at the same emergency operations rank of the employee.

G. Notice of Disciplinary Action

1. Following receipt and consideration of the response presented at the pre-disciplinary hearing, or following no response by the required date, the Pre-disciplinary Hearing Committee Chair shall prepare a recommendation to the Fire Chief of the action to be taken and its effective date. Recommendation to the Fire Chief shall generally be one of the following:

   i. No action, unfounded

   ii. No action, insufficient facts – additional investigation not recommended

   iii. No present action, insufficient facts – additional investigation recommended

   iv. Disciplinary action(s) appropriate

2. If disciplinary action is recommended, the recommendation should:

   i. Identify what violations have occurred:

      (1) Article 31 from the MOU

(2) Any civil and/or criminal activity uncovered during the pre-disciplinary process shall be turned over to local law enforcement.

ii. Bracket any disciplinary action

(1) Least severe action that could be taken

(a) Generally corrective, includes:

(i) Counseling

(ii) Verbal Warning

(iii) Written Warning

(2) Most severe action that could be taken

(a) Generally punitive, includes:

(i) Suspension

(ii) Demotion

(iii) Termination

iii. Disciplinary action, unless egregious, should be progressive

H. The Fire Chief shall review the recommendation from the Committee and make a final decision regarding disciplinary action.

I. Appeals

1. When the Fire Chief dismisses, demotes, or suspends an employee for 5 or more business days, the employee shall be given written notice of the action as provided in this Article.

2. Within 10 days of the effective date of the dismissal, demotion, or suspension of 5 or more days, the employee may appeal such action by submitting:

i. To the Board of Fire Commissioners, a written reply to the charges made and a written request for a hearing, and, if so submitted.

ii. To the Fire Chief, a copy of the written reply and a copy of the request for a hearing.

3. If, within the 10 days, the employee thus submits the reply and request for hearing, the Board of Fire Commissioners shall conduct whatever investigation it deems necessary and, within 30 days after the employee has thus submitted the reply and request, shall schedule

a hearing before the Board of Fire Commissioners and shall give not less than 10 days' notice thereof to the employee.

4. In cases heard by the Board of Fire Commissioners, the following shall apply:

   i. The conduct and decorum of the hearing shall be under the control of the Chair of the Board of Fire Commissioners, with due regard to the rights and privileges of the parties appearing before it.

   ii. The appellant may be represented by any person he or she may select and may at the hearing produce, on the employee's behalf, relevant oral and documentary evidence.

   iii. The District may be represented by legal counsel.

   iv. The appellant shall appear personally, unless physically unable to do so, before the Board of Fire Commissioners at the time and place of the hearing.

   v. The parties may present any relevant evidence for or against the demotion, dismissal or suspension of the employee.

   vi. Hearings need not be conducted according to technical rules relating to evidence and witnesses.

   vii. All hearings shall be held in closed personnel session unless the employee specifically requests a public hearing.

5. The Board of Fire Commissioners shall, within 10 days after the conclusion of the hearing, file its written findings and decision in the Office of the Clerk of the District and shall, within said period of time, cause a copy of said written findings and decision to be mailed or delivered to the appellant and the Fire Chief.

6. If the Board of Fire Commissioners finds that there is substantial evidence to support the dismissal, demotion, or suspension of 5 or more days of the employee by the Fire Chief, the Board shall affirm such action. If the Board of Fire Commissioners finds that dismissal, demotion, suspension of 5 or more days is not supported by evidence, the Board may reverse or modify the action taken by the Fire Chief.

7. The hearing before the Board of Fire Commissioners shall be the final administrative procedure available for appeal of the action taken by the Fire Chief, and the Board's findings and decision shall be the final administrative adjudication of said action.

J. Administrative Suspension

The Fire Chief may suspend an employee with pay from District activities and responses:

1. Pending the completion of pre-disciplinary hearings held pursuant to this Article.

2. Pending the completion of any investigation(s) of an employee.

3. If it is deemed that the employee's continued presence would do harm to the individual, other District employees, or to the general public; or would compromise Department operations.

ARTICLE 32: GRIEVANCE PROCEDURE

A. Definitions:
"Grievance" is a dispute between one or more employees and the District, or a complaint by one or more employees or the Association against the District. For a grievance to have merit, such a dispute or complaint must relate to the interpretation, application, or enforcement of this MOU or an action of the District which relates to the benefits or working conditions of the employees of the District. Disciplinary actions taken by the District against an employee are included within the meaning of grievance. The exercise of management prerogatives which relate to the implementation of District policy in carrying out the mission of the District are not included within the meaning of grievance.

"Days" means calendar days exclusive of Saturdays, Sunday, and holidays.

B. Time Limits:
Grievances not presented within the time limits established for each step of this procedure shall not be considered.

C. Presentation:
An employee and/or the Association representative may present a grievance while on duty, provided such presentations and discussions do not disrupt District operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. The Association may refuse to represent a grievant and the District may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

STEP 1: Within 20 days of the acts and/or omissions giving rise to the grievance or within 20 days of the time the employee or the Association should reasonably have been aware of said acts and/or omissions, the grievance shall be discussed informally with the Captain and/or Division Chief most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within 20 days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.

STEP 2: The grievance must be presented to the Fire Chief in the format provided below for this purpose and incorporated herein within 10 days of the conclusion of Step 1.

The Fire Chief shall conduct such investigation as deemed appropriate and shall issue a written determination within 20 days of the date which the grievance is first presented at Step 2. If the Fire Chief misses the timeline, the grievant and/or the Association has the right to proceed to Step 3 of the process.

If the Fire Chief's determination is not satisfactory to the grievant, the grievant can request that a "Grievance Board" be convened as provided in Step 3.

MLFPD GRIEVANCE FORM

TO: MLFPD FIRE CHIEF

FROM:

1. Statement of grievance and all claims and facts upon which it is based, including dates and time where applicable (Attach extra sheets if needed):

2. Articles of the Memorandum of Understanding or other District document which pertain to this grievance:

3. Remedy or correction requested of the District:

Print Employee Name

Employee Signature, Date

STEP 3: If the grievant, Association, or Fire Chief requests that a "Grievance Board" be convened, the Fire Chief will assign two Division Chiefs, and the Association will assign two members to serve on the board. No Grievance Board members shall be directly involved in the grievance being reviewed. The board will convene within 10 days and make a recommendation to the Fire Chief within 5 days. Recommendation to the Fire Chief shall generally be one of the following:

1. Finding in favor of the grievant
2. Finding in favor of the District
3. Finding that the grievance is without merit.

The Fire Chief shall issue a final written determination implementing the recommendation of the Grievance Board within 10 days of receipt of the recommendation from the Grievance Board. If the determination is that the grievance is without merit, this decision is binding and final. If the determination is a finding in favor of the District, the grievant and/or the Association may request that the matter be submitted to the Board of Fire Commissioners in accordance with Step 4.

STEP 4: A request for a hearing before the Board of Fire Commissioners shall be made in writing by the grievant and/or Association to the Fire Chief within 15 days of the date of which the grievant received a copy of the written determination at Step 3. Upon request for a hearing, the Fire Chief shall schedule a hearing before the Board of Fire Commissioners within 30 days from receipt of the employee's request for a hearing. Grievant shall be given reasonable advance written notice of the hearing date. Attendees at the Hearing shall include the Commissioners, the Fire Chief, one or more members of the Grievance Board, the grievant, and any person the grievant selects for representation at the hearing. The decision issued by the Board of Fire Commissioners shall be final.

E. Employee shall be free from reprisal for utilizing the grievance procedure.

CHAPTER VII: MISCELLANEOUS PROVISIONS

ARTICLE 33: EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

A. When an employee has been exposed to a suspected contagious disease or hazardous material during the course and scope of employment, the nature and circumstances of such exposure shall be promptly reported through the Company Officer to the Duty Chief, who after such medical investigation as he/she deems appropriate, shall advise the Company Officer whether the employee will be required to remain off-duty for an appropriate period of quarantine. In the event the employee is required to remain off-duty for these purposes, he/she shall be compensated in accordance with the provisions of Section 4850 of the California Labor Code.

B. The District will pay the cost of any co-payment incurred by an employee who received baseline screening for AIDS through the employee's primary health care plan if baseline screening is available. The District agrees to provide baseline screening for both Hepatitis B and Tuberculosis on a bi-annual basis at District expense unless there is a known exposure.

ARTICLE 34: SAFETY

A. The District has established and will maintain an Injury and Illness Prevention Program (IIPP) for the purpose of the prevention of occupational related injuries and illnesses. It is the goal of the District and the Association to provide a safe work environment, reduce the number of accidents and illnesses to a minimum, and to create an atmosphere that promotes safety.

B. The District has implemented a District Health and Safety Committee. This committee is a joint labor-management committee, on which the Association shall appoint two (2) seats.

C. The purpose of the District Health and Safety Committee is to review and advise on all occupational health and safety issues and concerns of all District employees and to ensure that each and every employee, as most reasonably possible, is provided a safe and healthful workplace. The committee will meet monthly, as needed.

D. The role of the District Health and Safety Committee is to monitor the District's Injury and Illness Prevention Program. Responsibilities of the committee are described in the Mammoth Lakes Fire Protection District Injury and Illness Prevention Program (IIPP) binder.

E. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendation with respect to unsafe working conditions from any employee or the

Association; and the employees and the Association agree that they will forward their safety recommendations and ideas to the Health and Safety Committee and the District.

F. To the extent reasonably ascertainable by the District, equipment provided and maintained by the District shall be reasonably safe and adequate for its normal and intended use. Provided, however, that nothing herein is to be construed to mean that the District assumes the liability of any other party, or waives any rights, defenses to liability or cause of action that it may have in law or equity.

ARTICLE 35: REDUCTIONS IN FORCE AND RECALLS

The Association and the District shall make every reasonable effort to cooperate so as to avoid economic, or other circumstances, which would require a reduction in District staffing. This mutual obligation shall include the obligation to reopen the meet and confer process for any provision of this Memorandum of Understanding which relates to the circumstances which threaten to cause a reduction in force. If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing in a Letter of Intent and executed by the authorized representatives of the District and the Association. Any such changes validly made shall become part of the Agreement and subject to its terms.

ARTICLE 36: MILEAGE REIMBURSEMENT

In the event an employee is required to use their personal automobile on District business, including intra-District travel, they shall be reimbursed at the IRS approved rate. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations, reasons, and mileage for each complete trip. If an employee elects to drive a personal vehicle in lieu of an available District vehicle, the department will reimburse them at one half the IRS rate for approved miles.

ARTICLE 37: ASSOCIATION BULLETIN BOARD

The District shall provide, at all workplaces, adequate bulletin boards for the posting of notices that relate to the Association or Association activities. The Association shall maintain the bulletin board in a neat and appropriate manner. Notices which are derogatory in nature, or which would be offensive to reasonable persons shall not be posted.

ARTICLE 38: RESIDENCY REQUIREMENT

All volunteer and part-time employees shall be required to reside within 7 minutes of the nearest District Fire Station driven on public streets at the posted speed limits.

ARTICLE 39: PERSONAL PROPERTY

A. Employees shall be reimbursed for the repair or replacement of personal property, normally used for the job, damaged in the course and scope of employment. The option to repair or replace damaged items, and whether replaced property will be returned to the employee, will be at the sole discretion of the District. It is the intent of this policy to provide payment reimbursement for the repair or replacement of an employee's personal property if necessarily worn or carried in the employee's course and scope of employment such as, or related to, watches, eyeglasses, hearing aids, and dental devices.

B. The policy shall not apply to:

   1. Precious or semi-precious gems, metals, or settings

   2. Property in the care and control of another person

   3. Money, notes of monetary value, or facsimile

   4. Property damage due to negligence, deliberate destruction, carelessness, or ordinary wear and tear

   5. Cost incurred for replacement or repair of personal property in excess of one hundred dollars ($100.00).

C. Employees applying for repair or replacement of damaged personal property shall be required to fill out a report identifying the specific circumstances surrounding the incident that resulted in damage to personal property.

D. The amount reimbursed by the District may not be recovered by any other means.

E. The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstance, or in the case of fraud or false statements by the employee in relation to such claim.

ARTICLE 40: PHYSICAL FITNESS

A. Annual Physical Agility Test.

   1. Due to the nature of Fire District emergency activities, Fire Safety employees must maintain a level of physical fitness which will allow them to respond to a variety of stressful and hazardous calls for service. In order to ensure that all Fire Safety employees are capable of responding to these calls for service, provide for their safety, the safety of other employees and the safety of the public, they shall be required to take and pass an annual physical fitness performance test. This test shall be given during the month(s) of April or May. The test shall be the standard entrance level physical fitness test with a maximum time limit of seven and one-half minutes.

2. Employees returning from injuries shall not be required to take the test until released by their physician for firefighter duties. Employees, after release by their physician, shall be required to take the physical agility test prior to returning to full duty.

3. Failure to pass the test within a six-week period beginning on the last day the test is given in May, shall result in the employee being placed on 'light-duty' for a period not to exceed five months. During this light-duty period, the employee may not respond to emergency calls but will be required to attend and participate in scheduled training and a mandatory physical fitness program. Full-time employees will be required to work a regular 40-hour week while assigned to this light-duty schedule. Part-time employees will not be allowed to work shifts while assigned to this light-duty schedule. During this light-duty period, the employee may schedule taking the test as often as he/she can, or as directed by the Fire Chief. The test shall be supervised by a person approved by the Fire Chief. If, at the conclusion of the light-duty period, the employee has not satisfactorily completed the test, the employee will be terminated.

B. On-duty Workout Time. All employees are encouraged to keep themselves in top physical condition. On duty personnel, as time permits, will be allowed to work out while on duty. There is no guarantee of a specific workout time or guarantee that time will be provided.

C. Annual Fitness Stipend. The District shall provide part-time employees who meet the requirements with an annual physical fitness stipend of $300. To be eligible for this benefit, a member must have met the District's minimum response and training requirements. The current minimums are defined as attendance of at least 50% of all Thursday evening trainings and responding to at least 20% of all full District (group paged) alarms. The time frame for the minimums shall be from November 1st of the prior year through October 31st of the current year and stipends shall be paid to eligible members on the Association's "Check Night" in November.

ARTICLE 41: SERVICE AWARDS

Service awards are based on continuous active service for the number of years designated. Leaves of absence or breaks in service will be deducted. It is also the option of the Fire Chief, after consulting with the Association, to delay presentation of the award to members not in good standing or with poor service records. The District will have an SOP on Service Awards for 3, 5, 10, 15, and 20 years. Any change to the awards in that SOP is subject to meet and confer with the Association. The Fire Chief, in consultation with the Association and the member receiving the award, may provide an alternate award of similar or lower value.

SIGNATURE PAGE

IN WITNESS WHEREOF, the representatives of each party to this Memorandum of Understanding have affixed their signatures to this document on the dates set forth below.

MAMMOTH LAKES FIRE PROTECTION DISTRICT

_____

Frank Frievalt, Fire Chief

_____

Date

MAMMOTH LAKES FIREFIGHTERS ASSOCIATION

_____

Michael Payne, Association Representative

_____

Date

_____

Danny Shugart, Association Representative

_____

Date

ATTACHMENT "A"
SALARY SCHEDULE - RETROACTIVE TO OCTOBER 4, 2021
ADOPTED BY THE MLFPD BOARD OF COMMISSIONERS JULY 19, 2022

Safety Full-Time Hourly 56-Hour Workweek

Position	Step_1	Step_2	Step_3	Step_4	Step_5
LTAP I Firefighter	$ 23.53	$ 24.26	$ 25.01	$ 25.78	$ 26.58
LTAP I Engineer	$ 24.12	$ 24.87	$ 25.64	$ 26.42	$ 27.24
LTAP I Captain I	$ 24.71	$ 25.47	$ 26.26	$ 27.07	$ 27.91
LTAP I Captain II	$ 25.29	$ 26.08	$ 26.89	$ 27.71	$ 28.57
LTAP II Firefighter	$ 25.93	$ 26.73	$ 27.56	$ 28.41	$ 29.29
LTAP II Engineer	$ 26.58	$ 27.40	$ 28.25	$ 29.12	$ 30.02
LTAP II Captain I	$ 27.23	$ 28.07	$ 28.94	$ 29.83	$ 30.75
LTAP II Captain II	$ 27.87	$ 28.73	$ 29.63	$ 30.54	$ 31.49
LTAP III Firefighter	$ 28.64	$ 29.52	$ 30.43	$ 31.38	$ 32.35
LTAP III Engineer	$ 29.36	$ 30.26	$ 31.19	$ 32.16	$ 33.16
LTAP III Captain I	$ 30.07	$ 31.00	$ 31.95	$ 32.95	$ 33.97
LTAP III Captain II	$ 30.79	$ 31.73	$ 32.71	$ 33.73	$ 34.78

Safety Full-Time Hourly 40-Hour Workweek

Position	Step_1	Step_2	Step_3	Step_4	Step_5
LTAP I Firefighter	$ 32.94	$ 33.96	$ 35.01	$ 36.10	$ 37.21
LTAP I Engineer	$ 33.76	$ 34.81	$ 35.89	$ 37.00	$ 38.14
LTAP I Captain I	$ 34.59	$ 35.66	$ 36.76	$ 37.91	$ 39.07
LTAP I Captain II	$ 35.41	$ 36.51	$ 37.64	$ 38.81	$ 40.00
LTAP II Firefighter	$ 36.30	$ 37.43	$ 38.58	$ 39.78	$ 41.01
LTAP II Engineer	$ 37.21	$ 38.37	$ 39.54	$ 40.77	$ 42.04
LTAP II Captain I	$ 38.12	$ 39.30	$ 40.51	$ 41.77	$ 43.06
LTAP II Captain II	$ 39.02	$ 40.24	$ 41.47	$ 42.76	$ 44.09
LTAP III Firefighter	$ 40.09	$ 41.33	$ 42.61	$ 43.93	$ 45.28
LTAP III Engineer	$ 41.09	$ 42.36	$ 43.68	$ 45.03	$ 46.41
LTAP III Captain I	$ 42.09	$ 43.40	$ 44.74	$ 46.13	$ 47.54
LTAP III Captain II	$ 43.10	$ 44.43	$ 45.81	$ 47.22	$ 48.68

Non-Safety Full-Time Hourly 40-Hour Workweek

Position	Step_1	Step_2	Step_3	Step_4	Step_5	Step_6
Admin I	$ 27.03	$ 27.86	$ 28.73	$ 29.62	$ 30.53	$ 31.48
Admin II	$ 31.42	$ 32.40	$ 33.40	$ 34.43	$ 35.50	$ 36.59

Part-Time Hourly 56-Hour Workweek

Position	Hourly
Part-time VSEO Captain II	$ 33.00
Part-time VSEO Captain I	$ 31.00
Part-time VSEO Engineer	$ 27.00
Part-time VSEO Firefighter	$ 25.00

Volunteer Position	Stipend
Part-time VSEO Captain II	$ 33.00
Part-time VSEO Captain I	$ 31.00
Part-time VSEO Engineer	$ 27.00
Part-time VSEO Firefighter	$ 25.00
Part-time VSEO Dispatch	$ 26.00

[1]Per FLSA rules, 56-hour workweek safety employees receive, per pay period, an additional 12 hours of 50 percent of their base pay hourly rate as special compensation.

ATTACHMENT B: PERS ANNUAL EMPLOYER STATEMENT

Table B-1: Safety "Classic" Employee Retirement Benefits Summary

Benefit Summary

	Member Category	Number of Benefit Levels	Merged Benefit Levels	Additional Benefits	Terminated
☐	Miscellaneous	(2)	No	Yes	No
☑	Safety - Fire	(2)	No	No	No

Display Benefit Levels

Benefit Levels

	Benefit Level	Enroll Effective Date	Formula	Employee Rate	SS Type	Contribution Modification	Pooled	Rate Plan Identifier
◉	First Level - Fire	02/01/1974	3% @ 55	9.0	None		Yes	1060
○	PEPRA New Members - Fire	01/01/2013	2.7% @ 57	12.0	None		Yes	25434

Display Benefit Provisions

Provision Details

This page lists the benefit provisions effective for selected member category during the specified date range. You can use the **Effective As Of Date** Textbox and **Display** Button to view different date ranges of effective provisions.

Effective As Of Date: 05/13/2020 Display **Provision Type:** View All

Show 25 rows Search:

Provision Type	Provision Name	Government Code Section	Effective Begin Date	Effective End Date
Military/Relocation Credit	Military Service Credit as Public Service	Section 21024	07/01/2005	
Military/Relocation Credit	Military Service Credit for Retired Persons	Section 21027	07/01/2005	
Death Benefits	Pre-Retirement Option 2W Death Benefit	Section 21548	07/01/2005	
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5	07/01/2005	
Service Credit	Public Service Credit for Periods of Layoff	Section 21022	07/01/2005	
SR Benefit Formula	3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member	Section 21363.1	03/01/2002	
1959 Survivor Benefit Level	1959 Survivor Benefit Level 4	Section 21574	01/01/2000	
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	Section 21551	01/01/2000	
Retirement Benefits	Improved Nonindustrial Disability Allowance	Section 21427	12/01/1987	
Sick Leave Credit	Unused Sick Leave Credit - Local Member	Section 20965	12/01/1987	
Final Compensation Period	Final Compensation 1 Year	Section 20042	08/01/1983	
Death Benefits	$500 Retired Death Benefit	Section 21620	02/01/1974	
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	Section 21329	02/01/1974	
Prior Service	Prior Service	Section 20055	02/01/1974	

Table B-2: Safety "PEPRA" Employee Retirement Benefits Summary

Benefit Summary

	Member Category	Number of Benefit Levels	Merged Benefit Levels	Additional Benefits	Terminated
☐	Miscellaneous	(2)	No	Yes	No
☑	Safety - Fire	(2)	No	No	No

Display Benefit Levels

Benefit Levels

	Benefit Level	Enroll Effective Date	Formula	Employee Rate	SS Type	Contribution Modification	Pooled	Rate Plan Identifier
○	First Level - Fire	02/01/1974	3% @ 55	9.0	None		Yes	1060
◉	PEPRA New Members - Fire	01/01/2013	2.7% @ 57	12.0	None		Yes	25434

Display Benefit Provisions

Provision Details

This page lists the benefit provisions effective for selected member category during the specified date range. You can use the **Effective As Of Date** Textbox and **Display** Button to view different date ranges of effective provisions.

Effective As Of Date: 05/13/2020 Display **Provision Type:** View All

Show 25 rows Search:

Provision Type	Provision Name	Government Code Section	Effective Begin Date	Effective End Date
Death Benefits	$500 Retired Death Benefit	Section 21620	01/01/2013	
1959 Survivor Benefit Level	1959 Survivor Benefit Level 4	Section 21574	01/01/2013	
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	Section 21329	01/01/2013	
SR Benefit Formula	2.7% @ 57 Formula for Safety Members	Section 7522.25(d)	01/01/2013	
Final Compensation Period	Final Compensation 3 Years	Section 20037	01/01/2013	
Retirement Benefits	Improved Nonindustrial Disability Allowance	Section 21427	01/01/2013	
Military/Relocation Credit	Military Service Credit as Public Service	Section 21024	01/01/2013	
Military/Relocation Credit	Military Service Credit for Retired Persons	Section 21027	01/01/2013	
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	Section 21551	01/01/2013	
Death Benefits	Pre-Retirement Option 2W Death Benefit	Section 21548	01/01/2013	
Prior Service	Prior Service	Section 20055	01/01/2013	
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5	01/01/2013	
Service Credit	Public Service Credit for Periods of Layoff	Section 21022	01/01/2013	
Sick Leave Credit	Unused Sick Leave Credit - Local Member	Section 20965	01/01/2013	

Table B-3: Non-safety (Miscellaneous) "Classic" Employee Retirement Benefits Summary

Benefit Summary

Member Category	Number of Benefit Levels	Merged Benefit Levels	Additional Benefits	Terminated
Miscellaneous	(2)	No	Yes	No
Safety - Fire	(2)	No	No	No

Display Benefit Levels

Benefit Levels

Benefit Level	Enroll Effective Date	Formula	Employee Rate	SS Type	Contribution Modification	Pooled	Rate Plan Identifier
First Level - Misc.	11/01/1978	2% @ 60	7.0	None		Yes	1059
PEPRA New Members - Misc.	01/01/2013	2% @ 62	6.75	None		Yes	26535

Display Benefit Provisions

Provision Details

This page lists the benefit provisions effective for selected member category during the specified date range. You can use the **Effective As Of Date** Textbox and **Display** Button to view different date ranges of effective provisions.

Effective As Of Date: 05/13/2020 Display **Provision Type:** View All

Show 25 rows Search:

Provision Type	Provision Name	Government Code Section	Effective Begin Date	Effective End Date
Military/Relocation Credit	Military Service Credit as Public Service	Section 21024	07/01/2005	
Military/Relocation Credit	Military Service Credit for Retired Persons	Section 21027	07/01/2005	
Death Benefits	Pre-Retirement Option 2W Death Benefit	Section 21548	07/01/2005	
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5	07/01/2005	
Service Credit	Public Service Credit for Periods of Layoff	Section 21022	07/01/2005	
Sick Leave Credit	Unused Sick Leave Credit - Local Member	Section 20965	07/01/2005	
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	Section 21551	01/01/2000	
Death Benefits	$500 Retired Death Benefit	Section 21620	11/01/1978	
SR Benefit Formula	2% @ 60 Formula for Industrial and Miscellaneous Members	Section 21353	11/01/1978	
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	Section 21329	11/01/1978	
Final Compensation Period	Final Compensation 3 Years	Section 20037	11/01/1978	
Prior Service	Prior Service	Section 20055	11/01/1978	

Table B-4: Non-safety (Miscellaneous) "PEPRA" Employee Retirement Benefits Summary

Benefit Summary

Member Category	Number of Benefit Levels	Merged Benefit Levels	Additional Benefits	Terminated
Miscellaneous	(2)	No	Yes	No
Safety - Fire	(2)	No	No	No

Display Benefit Levels

Benefit Levels

Benefit Level	Enroll Effective Date	Formula	Employee Rate	SS Type	Contribution Modification	Pooled	Rate Plan Identifier
First Level - Misc.	11/01/1978	2% @ 60	7.0	None		Yes	1059
PEPRA New Members - Misc.	01/01/2013	2% @ 62	6.75	None		Yes	26535

Display Benefit Provisions

Provision Details

This page lists the benefit provisions effective for selected member category during the specified date range. You can use the **Effective As Of Date** Textbox and **Display** Button to view different date ranges of effective provisions.

Effective As Of Date: 05/13/2020 Display **Provision Type:** View All

Show 25 rows Search:

Provision Type	Provision Name	Government Code Section	Effective Begin Date	Effective End Date
Death Benefits	$500 Retired Death Benefit	Section 21620	01/01/2013	
SR Benefit Formula	2% @ 62 Formula for Miscellaneous/Industrial Members	Section 7522.20	01/01/2013	
Cost of Living Allowance	2% Annual Cost-of-Living Allowance Increase	Section 21329	01/01/2013	
Final Compensation Period	Final Compensation 3 Years	Section 20037	01/01/2013	
Military/Relocation Credit	Military Service Credit as Public Service	Section 21024	01/01/2013	
Military/Relocation Credit	Military Service Credit for Retired Persons	Section 21027	01/01/2013	
Death Benefits	Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	Section 21551	01/01/2013	
Death Benefits	Pre-Retirement Option 2W Death Benefit	Section 21548	01/01/2013	
Prior Service	Prior Service	Section 20055	01/01/2013	
Military/Relocation Credit	Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5	01/01/2013	
Service Credit	Public Service Credit for Periods of Layoff	Section 21022	01/01/2013	
Sick Leave Credit	Unused Sick Leave Credit - Local Member	Section 20965	01/01/2013	

RESOLUTION 2022-03

A Resolution of the Board of Commissioners of the Mammoth Lakes Fire Protection District Approving the Fire Chief Employment Agreement with Ales Tomaier and Authorizing the Chairperson to Execute the Agreement on Behalf of the District

WHEREAS, the current Fire Chief for the District, Frank Frievalt is retiring; and

WHEREAS, the District has conducted a recruitment for a new Fire Chief; and

WHEREAS, the District has determined that Ales Tomaier possesses all the requisite knowledge, skill and experience to perform the duties of Fire Chief for the District and desires to employ him in that capacity upon the terms and conditions of the Fire Chief Employment Agreement; and

WHEREAS, Ales Tomaier desires to be employed by the District upon the terms and conditions contained in the Fire Chief Employment Agreement.

NOW THEREFORE, the Board of Commissioners of the Mammoth Lakes Fire Protection District does hereby find, resolve and order as follows:

1. The above recitals are true and correct.

2. The Fire Chief Employment Agreement with Ales Tomaier is hereby approved.

3. The Chairperson is authorized to execute the agreement on behalf of the District.

4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Director of the Mammoth Lakes Fire Protection District this 19th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Buck Wahl, Chairperson

ATTEST:

Caroline Sanderson, Clerk of the Board

Mammoth Lakes Fire Protection District Fire Chief Employment Agreement

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Introduction

The parties to this Mammoth Lakes Fire Protection District Fire Chief Employment Agreement ("Agreement") are the Mammoth Lakes Fire Protection District ("District"), acting by and through its Board of Commissioners ("Board"), and Ales Tomaier, who shall be employed as the Fire Chief ("Chief") of the District pursuant to the terms of this Agreement. This Agreement is effective July 19, 2022.

Recitals

It is the desire of the District to hire Ales Tomaier as the Chief of the District pursuant to the terms of this Agreement. Ales Tomaier agrees to serve as an employee of the District in the position of the Chief pursuant to the terms of this Agreement. The Board has interviewed and reviewed Ales Tomaier and concur he has the qualifications, training, experience, and ability to serve in the capacity of Fire Chief. The purpose of this Agreement is to set forth the terms and conditions under which Ales Tomaier shall serve as Fire Chief.

Article 1

1.1 Term

The term of this Agreement is four years from its effective date. It may be renewed at the discretion of the parties on such terms and conditions as they may agree. This Agreement will remain in full force and effect until terminated by the District or the Chief as provided in Article IV of this Agreement.

1.2 Duty and Authority

The Chief shall have the following duties in addition to other duties assigned by the Board:

1.2.1 Serve as Executive Officer of the District

The Chief shall be the Chief Executive Officer of the District and faithfully perform the District's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and District policies, rules, and ordinances as they exist or may hereafter be amended.

1.2.2 Report to the Board

Subject to the discretion of the Board, the Chief shall attend and be permitted to attend, whether personally or through a designee, all meetings of the District's Board, both public and closed.

Except as may be provided otherwise by applicable law, regulation, or this Agreement, the Chief shall carry out District's lawful policy directives, goals, and objectives, as communicated to the Chief by District's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

1.2.3 Supervise the Operations of the District and its Employees

Except as may be provided otherwise by applicable law, regulation, or District's agreement with any other person, the Chief shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of District consistent with the policies of the governing body and the ordinances and charter of the District, which authority may be delegated by the Chief to such other employees as the Chief deems appropriate.

Except as may be provided otherwise by applicable law, regulation, policy, or District's agreement with any other person, the Chief shall have the authority to establish internal regulations, rules, and procedures which the Chief deems necessary for the efficient and effective operation of the District.

1.3 Ethical Commitment

The District expects the Chief to adhere to the highest professional standards. The Chief's actions will always comply with those standards.

Article 2: Compensation and Benefits

2.1 Compensation

2.1.1 Base Salary

The Chief's initial annual salary shall be at Step 2, $163,187 (annual rate) as set forth on Appendix A: Fire Chief Salary Schedule, which is attached to this Agreement and made a part of this Agreement by this reference. This base salary shall be paid on the same terms, conditions, manner, and time as other employees of the District are paid.

2.1.2 Merit Increase

Not more frequently than once per year, the Chief shall be eligible for a merit increase of not more than five percent (5%) based on an annual performance evaluation conducted by the District Board. A merit increase, if any, awarded to the Chief shall be at the District Board's discretion based on the Chief's performance, the District's fiscal standing at the time, and any other factors the District Board deems relevant. Notwithstanding the foregoing, the Chief's salary will not exceed the adopted salary schedule for the Fire Chief (attached as Attachment A) as it may be amended by the Board from time to time.

2.1.3 Salary Schedule Cost of Living Adjustments (COLAs)

The District attempts to offset the effects of rising costs of living for employees as reasonable within the constraints of the budget. As the District sets adjustments for other Represented and Non-Represented Employees, the district may choose to amend the Fire Chief Salary Schedule as set forth in Appendix A to reflect a COLA. The District is under no obligation to do so, and may choose to not include the Chief in COLAs provided to other employees.

2.1.4 Deferred Compensation

The District shall contribute into the Section 401(a) Plan an amount equal to the amount contributed by the Chief (if any) from his own pre-tax salary into one of the District's Section 457 deferred compensation plans or into the 401(a) Plan (if made available to the Chief's contributions). However, in no event will the District's contribution exceed 3% of the Chief's pre-tax base salary. Accordingly, if the Chief contributed a total of 1-3% of his pretax salary to a 457 plan, then the dollar amount of the District's 401(a) contribution would fully match his 457 contribution; if the employee contributed more than 3% of his pre-tax salary to a 457 plan, then the dollar amount of the District's 401(a) contribution would only be equal to 3% (and not more) of the Chief's pre-tax salary and would not fully match his 457 contribution.

2.2 Health, Disability, and Life Insurance Benefits

2.2.1 Health Plan

The Chief and his dependents shall be provided with health, dental and vision insurance by the District in the same manner as other District employees as specified in the MOU. The District contracts for full-time employee, dependents, retirees, and dependents medical insurance benefit plans under the CalPERS Public Employees' Medical and Hospital Care Act, subject to the plan's terms and conditions.

The District's contribution for Health insurance shall be the premium amount for the Peace Officers Research Association of California (PORAC) plan for the employee and his/her dependents. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to the general rules of eligibility of the plan and the dependent(s) paying the cost of the plan premiums and all administrative charges of the plan.

The Chief and his dependents shall be provided with a dental insurance plan, a vision insurance plan, and an employee assistance program (EAP) paid for by the District. The current plans are provided by Delta Dental of California for dental, VSP for vision, and Magellan Healthcare for the EAP. The Chief will receive access to the same plans that are provided to other employees, which are subject to change.

2.3 Leave

2.3.1 Vacation Leave

The Chief shall be entitled to 160 hours of annual vacation. The Chief shall not accrue more than 440 hours of vacation without the express permission of the Board.

2.3.2 Sick Leave

The Chief shall accumulate sick leave in the same manner and subject to the same conditions as other District employees.

2.3.3 Duty Leave

The Fire Chief shall participate in the duty rotation along with the other designated chief officers of the District. For every 168 hours of worked providing duty coverage, the Chief shall receive 8 duty leave hours. The Fire Chief shall not accrue more than 80 duty leave hours without the express permission of the Board.

2.3.4 Other Leaves

The Chief shall have 3 days of paid annual management leave commencing on the effective date of this agreement; provided however that such leave shall not accumulated beyond the fiscal year. Other leaves will be provided and managed as required by law and District policy (FMLA, CFRA, Bereavement, Jury Duty, Leave without pay, etc.).

2.4 Recognized Holidays

The Fire Chief position will recognize the same holidays as are recognized in the most current Memorandum of Understanding with the Firefighters' Association. Due to the nature of the work of the Fire Chief, if the Chief is required to work a holiday, a separate day may be taken off with pay.

2.5 Retirement

The District shall provide retirement benefits under applicable terms and conditions of the California Public Employees' Retirement System (CalPERS) to eligible members. The Chief is a Safety Classic Employee under CalPERS classification with a pension formula of 3.0% at age 55. The Chief shall pay the entire nine percent (9%) of the CalPERS member contribution. The District agrees to maintain the employer portion of the contribution to CalPERS.

2.6 Life Insurance

The Chief shall be provided life insurance by the District in the same manner as other District safety employees.

Article 3: General Work Conditions

3.1 Performance Evaluation

District shall annually review the performance of the Chief subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the District and the Chief. The annual evaluation process, at a minimum, must evaluate the Chief on the essential functions, values and guiding principles, and identified leadership competencies as defined in the Board adopted Job Description for the Fire Chief. Any unsatisfactory or needs improvement areas will be described in writing with reasonable detail along with the desired behavior change to give the Chief an opportunity to correct the issue. Subject to any legal requirements, the evaluation of the Employee shall at all times be conducted in closed session of the Board and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the District or the Chief from sharing the content of the Chief's evaluation with his respective legal counsel.

3.2 Physical Evaluation

Where job related and consistent with business necessity, the Board may direct the Chief to undergo a medical examination to determine his fitness-for-duty. Costs of the examinations shall be paid by the District if not covered by the Chief's health insurance.

3.3 Hours of Work

Because the Chief will devote a great deal of time outside normal office hours to the business of the District, flexibility in hours worked and work schedules benefit both District and the Chief. Accordingly, the Chief has discretion as to his work schedule and hours worked, subject to Board direction. Work in excess of an average 40-hour week shall be deemed part of the professional responsibility for which the Chief shall not be paid overtime unless authorized in writing by the District board.

3.4 Duty Chief Rotation

The Fire Chief shall participate in the duty rotation along with the other designated chief officers of the District. Duty Coverage is proportional to the number of designated chief officers with adjustment for each designated chief officer's full time or part time status. Designated chief officers are responsible for their proportion of shifts as assigned annually and adjusted as necessary. Shifts can be traded as necessary to accommodate individual's leaves and district needs. For work hours on emergency incident response on aid for entities other than the District, the Chief will be compensated at an overtime rate for all hours outside of standard working hours, portal-to-portal. This excludes hours that, by agreement, are not charged by the district per existing aid contracts.

3.5 Outside Activities

The employment provided for by this Agreement shall be the Chief's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the District and the community, the Employee may elect to accept limited teaching, consulting or other business

opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

3.6 Assigned Vehicle

The District shall provide a vehicle for the Chief's use in accordance with District regulations.

3.7 Uniforms and Safety Equipment

The Fire Chief shall have uniform and safety equipment provided for and reimbursed in the same manner as other district safety employees.

3.7 Professional Development

The District shall budget and pay registration, travel, and subsistence expenses of the Chief for professional and official travel, meetings, and occasions deemed necessary or desirable to continue professional development. The District will pay relevant membership expenses to professional organizations, which are necessary to maintain professional continuing education.

Article 4: Employment Separation

4.1 Resignation

The Chief may terminate this Agreement by providing a minimum of 90 days' written notice of the Chief's voluntary resignation subject to any applicable requirements set forth by state or local law; provided, however, the Board may agree to a shorter period.

4.2 Termination

Subject to applicable laws and regulations, and not withstanding any other provision of this Agreement, the Chief is an "at-will" employee of the District. The Chief may be terminated by the Board with or without cause at any time. If terminated by the Board without cause, the Chief shall receive six months regular pay as severance pay. Under severance, for a minimum period of six months following termination, the District shall pay the cost to continue health insurance for the employee and all dependents as provided in Section 2.2.1, after which time, the Chief will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). However, in no event may the total severance amount exceed the amount of the monthly salary or health benefits of Employee multiplied by the number of months remaining on the unexpired term of the contract. Cause for termination of the Chief shall be a finding by the Board of fraud, theft, misconduct prejudicial to the interests of the District, conflict of interest, or conviction of a felony or any crime involving an act of dishonesty, moral turpitude, deceit, or fraud. If terminated for cause, the Chief shall not be entitled to severance pay.

Government Code sections 53243 though 53243.4 are incorporated into this Agreement by reference.

Article 5: General Covenants

5.1 Indemnification

To the maximum extent permitted by law, the District must defend, save harmless, and indemnify the Chief from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to the Chief's reasonable attorney's fees incurred in such

action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Fire Chief's duties, even if said claim is brought/filed following the Chief's separation from employment or based upon the Chief's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Chief was then acting within the scope of his/her duties. Under these circumstances only, the District (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the District (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.

In connection with those claims or suits involving the Chief in his/her professional capacity, the District must defend the Chief and/or must retain and pay for an attorney to represent the Chief (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

5.2 Other Terms and Conditions of Employment

The District shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Chief, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District charter, local ordinances or any other law.

Except as otherwise provided in this Agreement, the Chief shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other designated chief officers of the District as provided in the charter, code, personnel rules and regulations, collective bargaining agreements, or by practice.

5.3 General Provisions

5.3.1 Residence & Moving Expenses

The Chief shall maintain his primary residence within seven minutes normal driving time from the nearest District fire station. Normal driving time is the most direct route driven at posted speed.

5.3.2 California Law

This Agreement shall be interpreted under the laws of the State of California. The venue for any action in law or equity to enforce or interpret the terms of this Agreement shall be the Superior Court of Mono County or the Eastern District of California for any federal claims.

5.3.3 Integration

This Agreement sets forth and establishes the entire understanding between the District and the Chief relating to the employment of the Chief by the District. Any prior discussions or representations by or between the District and the Chief are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the District and the Chief. Such amendments must be incorporated and made a part of this Agreement.

5.3.4 Effective Date

This Agreement becomes effective on August 8, 2022 and will continue until terminated per agreement.

5.3.5 Severability

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both the District and the Chief subsequent to the expungement or judicial modification of the invalid provision.

5.3.6 Precedence

In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of District's policies, or District's ordinance or District's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of District's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

5.3.7 Amendments

This Agreement may be amended by a written amendment approved by the Board and signed by the authorized representative of the Board and by the Chief.

5.3.8 Dispute Resolution

In any dispute between the parties related to this Agreement, the matter shall be submitted to a mediator agreed upon by the parties. If the parties cannot agree on a mediator, the matter shall be resolved by settlement or judicial action. The mediator shall be attorney or retired judge who is experienced in employment, commercial, or contract law.

5.3.9 Recitals

The recitals set forth above are true and are made a part of this Agreement.

5.3.10 Authorization

This Agreement has been approved by the Board. The Chair of the Board has been authorized to sign the Agreement on behalf of the District.

Mammoth Lakes Fire Protection District

By: _____

Buck Wahl
Chair of the Board of Fire Commissioners

Employee

By: _____

Ales Tomaier

Attachment A: Fire Chief Salary Schedule

Mammoth Lakes Fire Protection District Salary Schedule (August 8th, 2022)

Annual	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief	$155,416.75	$163,186.96	$171,346.25	$179,914.02	$188,909.67