

Wednesday, December 15, 2021

**BOARD OF DIRECTORS
AMADOR FIRE PROTECTION DISTRICT
COUNTY ADMINISTRATION CENTER
810 Court Street, Board of Supervisors Chambers
Jackson, California 95642**

AGENDA

- 10:30 a.m.--

Please Note: All Board of Directors meetings are recorded.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6391 or (209) 223-6646(fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Directors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or District staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.2.

**ANY INDIVIDUAL WHO WISH TO ATTEND THIS MEETING IN PERSON WILL BE
REQUIRED TO WEAR A FACE SHIELD OR MASK TO ENTER THE BUILDING AND
THROUGHOUT THE DURATION OF THEIR ATTENDANCE AT THE MEETING.**

Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting
****PLEASE NOTE, DUE TO COVID-19 SIGNING IN AT THE PODIUM HAS BEEN DISCONTINUED AT THIS TIME. PLEASE STATE YOUR NAME CLEARLY FOR THE RECORD. ****

If you are participating via telephone or online and want to speak, you will need to "raise your hand" (hand emoji). Zoom how-to features, such as "unmute" or "raising your hand" can be found at the link below: https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone#h_e027935e-f7cf-4183-9870-64f177689687

10:30 a.m. Regular Scheduled Meeting
+1 669 900 6833 US
Meeting ID or Access: 825 8948 9801#
Passcode: 943872

You may also view and participate in the meeting using this link:
<https://us02web.zoom.us/j/82589489801?pwd=b2kwSlUxdnNkdVlHbHp4NjB3cVd5UT09>

IREGULAR MEETING AGENDA

DATE: December 15, 2021
TIME: 10:30 A.M.
LOCATION: County Administration Center
Board Chambers
810 Court Street
Jackson, CA 95642

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to 54954.2 of the Government Code)

APPROVAL OF ITEMS ON THE CONSENT AGENDA: NOTE: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of any Board member.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only; no action will be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the AFPD Board of Directors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. **Please note - there is a five (5) minute limit per topic.**

ADMINISTRATIVE MATTERS

(1) ANNUAL FIRE PREVENTION BUSINESS INSPECTION UPDATE: Report and discussion relative to subject matter.

(2) 2022 BOARD OF DIRECTORS MEETING SCHEDULE PROPOSAL: Discussion relative to subject matter and possible action.

(3) NOVEMBER VEHICLE MAINTENANCE REPORT: Report and discussion relative to subject matter.

(4) NOVEMBER TRAINING REPORT: Report and discussion relative to subject matter.

MISCELLANEOUS MATTERS

(5) MINUTES: Discussion and possible action. Review and approval of the regular minutes from November 16, 2021.

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

(6) CLOSED SESSION MINUTES: Review and approval of the closed minutes of the Board of Directors meeting of November 16, 2021 as presented or revised.

ADJOURNMENT until January 2022

Wednesday, December 15, 2021

**AMADOR FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS****CONSENT AGENDA**

NOTE: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

1. **REPORTS OF APPOINTMENTS** None
2. **AGREEMENT**
 - A. Empower Retirement Plan Document Restatement for 401 (a) plan and update trustee on plan to the current Boards chair.
 - B. Mario's Tree Service Lot Lease Agreement Renewal.
 - C. The Amador County Professional Firefighters Local 5181 Memorandum of Understanding 2021-2024
 - D. American Rescue Plan Act Sub recipient Agreement between the County of Amador, a political subdivision of the State of California and the Amador Fire Protection District, a California fire protection district.
3. **RESOLUTIONS** Yes
4. **BUDGET MATTERS** None
5. **MISCELLANEOUS** None
6. **GENERAL CORRESPONDENCE** None

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. x391

☐ Regular Agenda
☒ Consent Agenda
☐ Blue Slip
☐ Closed Session

Meeting Date Requested:

12/15/2021

Department Head Signature _____

Agenda Title: Empower Retirement Plan Document

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion and possible action relative to required legislative plan document restatement for AFPD 401 (a) plan from Empower Retirement Plan formerly known as Mass Mutual and updating authorized trustee of the plan to chair of the Board of Directors.

Recommendation/Requested Action:

Restate the plan document and have Chair Axe as Authorized Trustee

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☐

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date 09/17/13

Time 11:00 a.m.

Item # 3

Board Action Approved Yes ___ No ___ Unanimous Vote Yes ___ No ___

Ayes _____ Resolution _____ Ordinance _____ Other _____

Noes _____ Resolution _____ Ordinance _____

Absent _____ Comments _____

Distributed on _____

A new ATF is required from _____

Department _____
For meeting _____
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

Completed by _____

AMADOR FIRE PROTECTION DISTRICT 401(A) PLAN
SUMMARY OF PLAN PROVISIONS

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AMADOR FIRE PROTECTION DISTRICT 401(A) PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Amador Fire Protection District 401(a) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Employer matching contributions
- Employee rollover contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- leased employees

Eligibility Conditions. You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that may be made to the Plan.

What is the Employer matching contribution and how is it allocated?

Matching Contribution. Matching contributions are Employer contributions that are based on contributions you make to Amador Fire Protection District Deferred Compensation Plan. All of these contributions that you make are collectively referred to as "salary deferrals" for purposes of the applying the matching contribution described below.

Flexible Discretionary Matching contribution. Your Employer may make a discretionary matching contribution equal to a percentage of your salary deferrals. Each year, your Employer will determine the amount of Flexible Discretionary Match percentage and the Employer is required to provide a separate notice no later than 60 days after the last match payment is made for the Plan Year.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan. The Employer may use forfeitures of Matching Contributions to reduce any Employer contribution. Forfeitures will be applied for the Plan Year in which the forfeiture occurs. Forfeitures may be used to pay Plan expenses. A Participant who is rehired is entitled to a restoration of previously forfeited benefits if such Participant repays the full amount of the employer contribution portion of the Cash-Out Distribution within the earlier of: (i) five years following the Participant's rehire date or (ii) the date the Participant incurs a Five-Year Forfeiture Break in Service.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid while not a participant in the Plan will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2021 is \$290,000. After 2021, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2021, this total cannot exceed the lesser of \$58,000 or 100% of your annual compensation. After 2021, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

**ARTICLE V
VESTING**

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested

percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Early Retirement Age or Normal Retirement Age or if you die or become disabled.

Vesting Schedule Matching Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a 12-month period beginning on your first day of employment and any anniversary of your employment date. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each applicable 12-month period in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service-Employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service-Employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and Limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy any of the conditions described below:

- you have attained age 59 1/2
- upon a Participant becoming Disabled or attainment of Normal Retirement Age.

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

Account restrictions. You may request an in-service distribution only from the following accounts provided the account is 100% vested:

- account(s) attributable to Employer matching contributions

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependents or your beneficiaries or necessary for you, your spouse, your dependents or your beneficiaries to obtain medical care.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependents or your beneficiaries.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or beneficiaries.
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).
- Expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.
- (b) You have obtained all distributions, other than hardship distributions, available under all retirement plans maintained by the Employer.
- (c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

Account restrictions. You may request a hardship distribution only from the following accounts provided the account is 100% vested:

- accounts attributable to Employer matching contributions

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- early retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability, early retirement or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

If your vested account balance exceeds \$5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment.

If your vested account balance does not exceed \$5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these amounts will be paid.)

Treatment of rollovers for timing of payments. In determining whether the \$5,000 threshold described above for timing of payments has been exceeded, amounts in your rollover account will not be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment at Early Retirement Date?

Early Retirement Date. Your Early Retirement Date is the date you have attained age 55. You may elect to retire when you reach your Early Retirement Date.

Payment of benefits. If you are employed on the date you attain your early retirement age, you will become 100% vested in all of your accounts under the Plan. However, the payment of benefits generally will not begin until you actually retire after reaching your Early Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will not be taken into account.

In addition, you must consent to receive any distribution of your vested account balance before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals

Delaying distributions. You may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

**ARTICLE VIII
BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to: The Participant's surviving Spouse. If the Participant has no surviving Spouse, the Participant's surviving children, in equal shares. If the Participant has no surviving children, the Participant's estate.

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- installments over a period of not more than the assumed life expectancy of your beneficiary
- partial withdrawals

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

**ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

**ARTICLE X
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

**ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Amador Fire Protection District 401(a) Plan.

Plan Effective Dates

This Plan was originally effective on 7-1-2010. The amended and restated provisions of the Plan become effective on November 1, 2021. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

Amador Fire Protection District
810 Court Street
Jackson, California 95642

27-2029617

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Amador Fire Protection District
810 Court Street
Jackson, California 95642

(209) 223-6391

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Walter White
810 Court Street
Jackson, California 95642

(209) 223-6391

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**ADOPTION AGREEMENT FOR
GREAT-WEST TRUST COMPANY, LLC
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Amador Fire Protection District

Address: 810 Court Street
Street
Jackson California 95642
City State Zip

Telephone: (209) 223-6391

Taxpayer Identification Number (TIN): 27-2029617

Employer's Fiscal Year ends: June 30

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☒ State government or state agency
- b. ☐ County or county agency
- c. ☐ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Amador Fire Protection District 401(a) Plan

5. PLAN STATUS

- a. ☐ New Plan
- b. ☒ Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
 - 1. ☒ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. 7-1-2010 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

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Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. November 1, 2021 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. **PLAN YEAR** (Plan Section 1.43) means, except as otherwise provided in d. below:
- ☒ the calendar year
 - ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- ☒ N/A
- ☐ beginning on _____ (enter month day, year; e.g., July 1, 2020) and ending on _____ (enter month day, year).

8. **VALUATION DATE** (Plan Section 1.53) means:

- ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- ☐ the last day of each Plan Year
- ☐ the last day of each Plan Year quarter
- ☐ other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. **ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER**

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- ☒ Employer (use Employer address and telephone number)
- ☐ The Committee appointed by the Employer (use Employer address and telephone number)
- ☐ Other:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

10. **TYPE OF PLAN** (select one)

- ☒ Profit Sharing Plan.
- ☐ Money Purchase Pension Plan.

11. **CONTRIBUTION TYPES**

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 - ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
 - ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- ☐ as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- ☐ Employer contributions other than matching (Questions 24-25)
 - ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- ☒ Employer matching contributions (Questions 26-28)
- ☐ Mandatory Employee contributions (Question 30)

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- e. ☐ After-tax voluntary Employee contributions
 f. ☒ Rollover contributions (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. ☐ Employer matching contributions
 h. ☐ Employer contributions other than matching contributions
 i. ☐ Rollover contributions
 j. ☐ After-tax voluntary Employee contributions

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. ☐ No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.17)
 2. ☐ Nonresident aliens (as defined in Plan Section 1.17)
 3. ☒ Leased Employees (Plan Section 1.29)
 4. ☐ Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 5. ☐ Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 6. ☐ Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 7. ☐ Other: _____ (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a. ☒ No age and service required. No age and service required for all Contribution Types (skip to Question 14).
- b. ☐ Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. ☐ Age Requirement
1. ☐ No age requirement
 2. ☐ Age 20 1/2
 3. ☐ Age 21
 4. ☐ Age _____ (may not exceed 26)
- d. ☐ Service Requirement
1. ☐ No service requirement
 2. ☐ _____ (not to exceed 60) months of service (elapsed time)
 3. ☐ 1 Year of Service
 4. ☐ _____ (not to exceed 5) Years of Service
 5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 6. ☐ _____ consecutive months of employment.
 7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
 2. ☐ age requirement
 3. ☐ waiver is for: _____

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Amendment or restatement to change eligibility requirements

f. ☐ This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.

1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☐ date such requirements are met
- b. ☒ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: _____ (must be definitely determinable)

SERVICE15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; choose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Limitations

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/19)
- g. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers: _____
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

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3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a. ☐ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. ☐ all purposes (skip to Question 17)
 2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions
- b. ☒ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. ☒ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. ☒ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☒ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☒ vesting
 3. ☐ allocations, distribution and contributions

Such method will apply to:

 - c. ☐ all Employees
 - d. ☒ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
 - e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

 - f. ☐ days worked (10 hours per day)
 - g. ☐ weeks worked (45 hours per week)
 - h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. ☒ months worked (190 hours per month)
 - j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
 4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions
- c. ☐ **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1. ☐ all purposes
 2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ sharing in allocations or contributions

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- d. ☐ Other service crediting provisions: _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1. ☐ All purposes
2. ☐ The following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a. ☐ N/A (no Employer contributions; skip to Question 19)
- b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☒ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for Employer matching contributions

- f. ☐ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. ☒ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. ☒ Death
- e. ☒ Total and Permanent Disability
- f. ☒ Early Retirement Date
- g. ☒ Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. ☒ **Specific age.** The date a Participant attains age 65
- b. ☐ **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. ☐ **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. ☐ Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a. ☒ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

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21. **EARLY RETIREMENT DATE** (Plan Section 1.15)
- a. ☐ N/A (no early retirement provision provided)
 - b. ☒ Early Retirement Date means the:
 1. ☒ date on which a Participant satisfies the early retirement requirements
 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
4. ☒ Participant attains age 55
AND, completes... (leave blank if not applicable)
 - a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
 - c. ☐ Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. **COMPENSATION** with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. ☒ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. ☐ No adjustments (skip to Question 23. below)
- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):
 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 2. ☐ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 3. ☒ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 4. ☐ excluding Military Differential Pay
 5. ☐ excluding overtime
 6. ☐ excluding bonuses
 7. ☐ other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. **POST-SEVERANCE COMPENSATION** (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☒ The defaults listed above apply except for the following (select one or more):
 1. ☒ Leave cash-outs will be **excluded**
 2. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 3. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. ☐ Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☒ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 1. ☐ Exclude all post-severance compensation

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2. ☐ Regular pay will be **excluded**
 3. ☒ Leave cash-outs will be **excluded**
 4. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 5. ☐ Military Differential Pay will be **included**
 6. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Other: _____ (must be definitely determinable)

CONTRIBUTIONS AND ALLOCATIONS

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1 (b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☐ **Discretionary contribution (no groups)**. (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. ☐ **Discretionary contribution (Grouping method)**. (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
 1. ☐ Each Participant constitutes a separate classification.
 2. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
 - b. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
 - c. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
 - d. ☐ One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c. ☐ **Fixed contribution** equal to (only select one):
1. ☐ _____ % of each Participant's Compensation for each:
 - a. ☐ Plan Year
 - b. ☐ calendar quarter
 - c. ☐ month

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- d. ☐ pay period
e. ☐ week
2. ☐ \$_____ per Participant.
3. ☐ \$_____ per Hour of Service worked while an Eligible Employee
a. ☐ up to _____ hours (leave blank if no limit)
4. ☐ other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).
- The following may be converted under the Plan: (select one or both):
1. ☐ Sick leave
2. ☐ Vacation leave
- Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)
3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. ☐ The Former Employee must be at least age _____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. ☐ The Employee must be at least age _____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. ☐ **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
1. ☐ Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. ☐ Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. ☐ Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. ☐ Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5. ☐ Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. ☐ the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
b. ☐ the Employer only
c. ☐ both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

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below do not apply to the Employer contribution made pursuant to this provision.

- f. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. **ALLOCATION CONDITIONS** (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. ☐ A Participant must complete at least _____ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least _____ (not to exceed 3) months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date

26. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. ☒ Elective deferrals to a **457 plan**. Enter Plan name(s): Amador Fire Protection District Deferred Compensation Plan
- b. ☐ Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. ☐ Voluntary Employee Contributions
- d. ☐ Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

- B. **Matching Formula.** (select one)

- e. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions"
 1. ☐ that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
 2. ☐ plus an additional matching contribution of a discretionary percentage determined by the Employer,
 - a. ☐ but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

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- f. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
2. ☐ eligibility purposes

- h. ☒ **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. ☐ **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. ☐ **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- ☒ N/A (no Plan specific limit on the amount of matching contribution)
 - ☐ \$ _____
 - ☐ _____ % of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- ☐ the Plan Year (potential annual true-up required)
 - ☐ each payroll period (no true-up)
 - ☐ each month (potential monthly true-up required)
 - ☐ each Plan Year quarter (potential quarterly true-up required)
 - ☐ each payroll unit (e.g., hour) (no true-up)
 - ☐ Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
- ☐ A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 - ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - ☐ Participants will NOT share in the allocations, regardless of service.
 - ☐ Participants will share in the allocations, regardless of service.
 - ☐ Other: _____ (must be definitely determinable)
- Conditions for Participants employed on the last day of the Plan Year**
- ☐ No service requirement.
 - ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
 - ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- ☐ Death
- ☐ Total and Permanent Disability
- ☐ Termination of employment on or after Normal Retirement Age
 - ☐ or Early Retirement Date

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Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
 g. ☐ Payroll period.
 h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES (Plan Sections 1.21 and 4.3(e))**

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
 b. ☒ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
 c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
 d. ☐ As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. ☐ added to the Employer contribution and allocated in the same manner
 f. ☐ used to reduce any Employer contribution
 g. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
 h. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. **MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)**

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. ☐ The mandatory Employee contribution is a condition of employment.
 b. ☐ The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. ☐ An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
 d. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. ☐ Additional provisions and conditions: _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS31. **FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)**

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
 b. ☒ substantially equal installments
 c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
 d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 2. ☐ Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
 e. ☐ annuity: _____ (describe the form of annuity or annuities)

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f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

g. ☒ cash only, except for (select all that apply; leave blank if none apply):

1. ☐ insurance Contracts
2. ☐ annuity Contracts
3. ☐ Participant loans
4. ☐ all investments in an open brokerage window or similar arrangement

h. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

1. ☐ _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

i. ☐ **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)

j. ☐ **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

k. ☐ **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).

l. ☐ **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- h. ☐ Same as above
- i. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

1. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with 1. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

m. ☒ No, Participant consent is required for all distributions.

n. ☐ Yes, Participant consent is required only if the distribution is over:

1. ☐ \$5,000

2. ☐ \$1,000

3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

o. ☒ Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"

b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries

d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

a. ☒ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):

1. ☒ Age. The Participant has reached: (select one)

a. ☐ Normal Retirement Age

b. ☐ age 62

c. ☒ age 59 1/2 (may not be selected if a Money Purchase Pension Plan)

d. ☐ age _____ (may not be less than age 62 for Money Purchase Pension Plans)

2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))

3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years

4. ☒ other: upon a Participant becoming Disabled or attainment of Normal Retirement Age. (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a. 1. – a. 3. or a Participant's disability).)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

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Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☐ all Accounts
- c. ☒ only from the following Accounts (select one or more):
1. ☒ Account attributable to Employer matching contributions
 2. ☐ Account attributable to Employer contributions other than matching contributions
 3. ☐ Rollover Account
 4. ☐ Transfer Account
- Permitted from the following assets attributable to (select one or both):
- a. ☐ non-pension assets
 - b. ☐ pension assets (e.g., from a Money Purchase Pension Plan)
5. ☐ Mandatory Employee Contribution Account
6. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)
- e. ☒ Additional limitations (select one or more):
1. ☐ The minimum amount of a distribution is \$_____.
 2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 3. ☒ Distributions may only be made from Accounts which are fully Vested.
 4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

- B. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)
Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. ☒ Hardship distributions are permitted from the following Participant Accounts:
1. ☐ all Accounts
 2. ☒ only from the following Accounts (select one or more):
 - a. ☒ Account attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account (if not available at any time under Question 36)
 - d. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
 - e. ☐ Mandatory Employee Contribution Account
 - f. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

3. ☐ N/A (no additional limitations)
4. ☒ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____.
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☒ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. ☐ Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5. ☒ Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
- a. ☐ effective as of _____
 - b. ☐ eliminated effective as of _____

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MISCELLANEOUS

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a. ☒ New loans are NOT permitted.
- b. ☐ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a. ☒ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b. ☐ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

- c. ☒ At any time
- d. ☐ Only when the Participant is otherwise entitled to any distribution under the Plan

37. **HEART ACT** (Plan Section 4.11) (select one or more)

- a. ☐ **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b. ☒ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #02. This Adoption Agreement and the basic Plan document will together be known as Great-West Trust Company, LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Great-West Trust Company, LLC will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Great-West Trust Company, LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Great-West Trust Company, LLC

Address: 8515 East Orchard Road

Greenwood Village

Colorado

80111

Telephone Number: (877) 694-4015

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Amador Fire Protection District

By: _____

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☒ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - a. ☐ eligibility purposes
 - b. ☐ vesting purposes
 2. ☐ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. ☐ all Break-in-Service rules set forth in such Sections.
 - b. ☐ only the following: _____ (specify which provisions apply to the Plan)
- d. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: The Participant's surviving Spouse. If the Participant has no surviving Spouse, the Participant's surviving children, in equal shares. If the Participant has no surviving children, the Participant's estate. (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. ☐ joint and 100% survivor annuity
 - b. ☐ joint and 75% survivor annuity
 - c. ☐ joint and 66 2/3% survivor annuity
 2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. ☐ 100% of a Participant's interest in the Plan.
 - b. ☐ _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more): _____

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/19)
- a. ☐ b. ☐ c. ☐
- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____
(must be definitely determinable and satisfy the parameters set forth at Question 17)
 2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
Applicable Participants. The vesting schedules in Question 17 only apply to:
 - a. ☐ Participants who are Employees as of _____ (enter date).
 - b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
 - c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
 - d. ☐ Other: _____ (e.g., Participants in division A. Must be definitely determinable.)
- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(c)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
 2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. ☐ N/A (annuity distributions are not permitted)
 2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. ☐ **Other spousal provisions** (select one or more)

1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following:

2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
1. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. ☒ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
 1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 2. ☐ The claims procedures set forth in Plan Section 2.10(c)–(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
Limitations. The following limitations apply to these in-service distributions:
 1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. ☐ N/A (no limitations)
 3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)a. ☐ Limitations (select one or more):

1. ☐ Loans will be treated as Participant directed investments.
2. ☐ Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
 - a. ☐ hardship reasons specified in Plan Section 6.12
 - b. ☐ financial necessity (as defined in the loan program).
3. ☐ The minimum loan will be \$_____.
4. ☐ A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
6. ☐ The home loan term will be _____ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
7. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. ☐ Account(s) attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account
 - d. ☐ Transfer Account
 - e. ☐ Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:

 - f. ☐ by determining the limits by only considering the restricted accounts.
 - g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
 1. ☐ payroll deduction
 2. ☐ ACH (Automated Clearing House)
 3. ☐ check
 - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
 1. ☐ _____ percentage points over the prime interest rate
 2. ☐ _____%
 3. ☐ the Administrator establishes the rate at the time the loan is made
- d. ☐ **Refinancing.** Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
 1. ☐ at the option of the Administrator
 2. ☐ at the option of the Participant

Limitations

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. ☐ Each initial Contract will have a minimum face amount of \$_____.
 - b. ☐ Each additional Contract will have a minimum face amount of \$_____.
 - c. ☐ The Participant has completed _____ Years (or Periods) of Service.
 - d. ☐ The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. ☐ The Participant is under age _____ on the Contract issue date.
 - f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. ☐ The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☐ No
- b. ☒ Yes

Non-Standardized Governmental 401(a)

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c. ☐ added to the Employer contribution and allocated in the same manner
- d. ☐ used to reduce any Employer contribution
- e. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g. ☐ N/A. Same as above or no Employer matching contributions.
- h. ☐ used to reduce the Employer matching contribution.
- i. ☐ used to reduce any Employer contribution.
- j. ☒ other: The Employer may use forfeitures of Matching Contributions to reduce any Employer contribution. Forfeitures will be applied for the Plan Year in which the forfeiture occurs. Forfeitures may be used to pay Plan expenses. A Participant who is rehired is entitled to a restoration of previously forfeited benefits if such Participant repays the full amount of the employer contribution portion of the Cash-Out Distribution within the earlier of: (i) five years following the Participant's rehired date or (ii) the date the Participant incurs a Five-Year Forfeiture Break in Service. (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
 - 1. ☒ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer contributions
 - b. ☐ Rollover Account
 - c. ☐ Transfer Account
 - d. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. ☒ No, Administrator determines in operation which sources will be accepted.
- b. ☐ Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. ☐ **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. ☐ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. ☐ a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. ☐ The Plan will accept a direct rollover of a Participant loan
- i. ☐ The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
_____ (e.g., only from Participants who were employees of an acquired organization).

- 2. ☐ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. ☐ a plan described in Code §403(a) (an annuity plan)
 - c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. ☐ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

Non-Standardized Governmental 401(a)**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b. and following questions as applicable):

- a. ☐ Do not produce the trust agreement
 b. ☒ Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

- c. ☐ **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4.)

Name of Insurer(s)

1. ☐ _____
 2. ☐ _____
 3. ☐ Use Employer address/telephone number/email
 4. ☐ Use following address/telephone number/email
 a. Street: _____
 b. City: _____
 c. State: _____
 d. Zip: _____
 e. Telephone: _____
 f. Email: _____

- d. ☒ Individual Trustee(s)

- e. ☐ Corporate Trustee

Name of Trust

- f. Specify name of Trust (required for FIS trust): Amador Fire Protection District 401(a) Trust

Individual Trustees (if d. selected above, complete g. - i.)**Directed/Discretionary Trustees.** The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. ☒ Select for each individual Trustee (skip to next question)

- h. ☐ The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

1. ☐ A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
 2. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
 3. ☐ The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____
 (may not be selected with 1. or 2.)
 4. ☐ The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:
 _____ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

- i. ☒ Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

- a. Name Walter White

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
 4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. ☒ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

- b. Name _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
 4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
 5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
 6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

- c. Name _____

Title/Email:

1. Title _____
 2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)

Non-Standardized Governmental 401(a)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

d. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

e. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

f. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

g. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

h. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

i. Name _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

Non-Standardized Governmental 401(a)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. **Name** _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. ☒ **Individual Trustee Address** (complete if d. selected above)

1. ☒ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
- a. Street: _____
- b. City: _____
- c. State: _____
- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

k. ☐ **Name** _____

Address/telephone number/email

1. ☐ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
- a. Street: _____
- b. City: _____
- c. State: _____
- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. – 6. as applicable)

3. ☐ A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
4. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
5. ☐ A discretionary Trustee over the following plan assets over the following assets: _____ (may not be selected with 3. – 4.)
6. ☐ A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. – 4.)

Signee (optional):

7. ☐ Name of person signing on behalf of the corporate Trustee _____
8. ☐ Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (optional)

l. ☐ **Name** _____

Title:

1. _____

Address/telephone number/email

2. ☐ Use Employer address/telephone number/email
3. ☐ Use following address/telephone number/email
- a. Street: _____
- b. City: _____
- c. State: _____
- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Custodian(s) Name/Address. The Custodian(s) are (optional)

m. ☐ **Name(s)** _____

Address/telephone number/email

1. ☐ Use Employer address/telephone number/email

Non-Standardized Governmental 401(a)

2. ☐ Use following address/telephone number/email

- a. Street: _____
- b. City: _____
- c. State: _____
- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

n. ☐ _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

o. ☒ This trust will be governed by the laws of the state of:

- 1. ☒ State in which the Employer's principal office is located
- 2. ☐ State in which the corporate trustee or insurer is located
- 3. ☐ Other _____

Non-Standardized Governmental 401(a)

GREAT-WEST TRUST COMPANY, LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS
AMADOR FIRE PROTECTION DISTRICT 401(A) PLAN

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. x391

☐ Regular Agenda
☒ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title:

Mario Lease Agreement (renewal)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Lot Lease Agreement between AFD and Mario's Tree Service on 13775 Mount Zion Road, Pine Grove between 12/30/2021 to 12/30/2022.

Recommendation/Requested Action:

Renew and approve continued lease agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Contract Attached:

Yes ☒

No ☐

N/A ☐

Resolution Attached:

Yes ☒

No ☐

N/A ☐

Ordinance Attached

Yes ☐

No ☒

N/A ☒

Comments:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote Yes ___ No ___

Ayes _____

Resolution _____

Ordinance _____

Other _____

Noes _____

Resolution _____

Ordinance _____

Absent _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

BEFORE THE BOARD OF DIRECTORS OF THE
AMADOR FIRE PROTECTION DISTRICT
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING AGREEMENT
WITH MARIO'S TREE SERVICE

RESOLUTION NO. AFPD 21-10

BE IT RESOLVED by the Board of Directors of the Amador Fire Protection District that said Board does hereby approve the renewal of lot lease agreement by and between the Amador Fire Protection District and Mario's Tree Service on the terms and conditions contained therein as it relates leasing property of 13775 Mount Zion Road, Pine Grove CA.

BE IT FURTHER RESOLVED that the President of said Board be and hereby is authorized to sign and execute said lease agreement on behalf of the Amador Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Fire Protection District at a regular meeting thereof, held on the 15th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Directors

ATTEST:
NICOLE COOK, Clerk of the
Amador Fire Protection District,
Amador County, California

Date _____

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. 391

☐ Regular Agenda
☒ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title:

The Amador County Professional Firefighters Local 5181 Memorandum of Understanding (MOU)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion and possible action relative to adopting resolution to authorize Board President to sign proposed memorandum of understanding between Amador Fire Protection District and The Amador County Professional Firefighters Local 5181.

Recommendation/Requested Action:

Approve President to sign resolution approving proposed memorandum of understanding

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Salary Increases

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☒

No ☐

N/A ☐

Resolution Attached:

Yes ☒

No ☐

N/A ☐

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments:

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action Approved Yes____ No____ Unanimous Vote Yes____ No____

Ayes: _____ Resolution _____ Ordinance _____ Other _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST _____

AFPD Board Clerk

BEFORE THE BOARD OF DIRECTORS OF THE
AMADOR FIRE PROTECTION DISTRICT
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING
EMPLOYEE AGREEMENT WITH
THE AMADOR COUNTY PROFESSIONAL
FIREFIGHTERS LOCAL 5181

RESOLUTION NO. 21-11

BE IT RESOLVED by the Board of Directors of the Amador Fire Protection District, which said Board does hereby approve the employee bargaining agreement by and between Amador Fire Protection District and The Amador County Professional Firefighters Local 5181 on the terms and conditions contained therein.

BE IT FURTHER RESOLVED that the President of said Board is hereby authorized to sign and execute said agreement on behalf of Amador Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Fire Protection District at a regular meeting thereof, held on the 15th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Directors
Frank Axe

ATTEST:
NICOLE COOK, Clerk of the
Amador Fire Protection District,
Amador County, California

2021-2024
MEMORANDUM OF UNDERSTANDING

Between The

AMADOR FIRE PROTECTION DISTRICT
AND
THE AMADOR COUNTY PROFESSIONAL FIREFIGHTERS LOCAL 5181

ARTICLE 1 – PARTIES

The Parties to this Memorandum of Understanding (hereinafter referred to as the “MOU”) are the Amador Fire Protection District of Amador County, California (hereinafter referred to as the “District”), and the Amador Firefighters Association (hereinafter referred to as the “Union”). The Parties agree as follows:

ARTICLE 2 – RECOGNITION, UNION DUES and BUSINESS

- 2.1 **Recognition** - The District recognizes the Union as the exclusive bargaining agent for regular full-time probationary or non-probationary employees in the classifications of Firefighter, Fire Engineer, and Fire Captain. Nothing herein is intended to exclude from the bargaining unit full-time employees who are placed on temporary light duty involving a temporarily reduced work schedule or who are on a leave of absence.
- 2.2 **Employee Defined** - For purposes of this MOU the term “employee” refers to a bargaining unit member(s) as provided in this Article.
- 2.3 **Modification of Bargaining Unit** - Any dispute between the parties over the inclusion in or exclusion from the bargaining unit of classifications or positions other than those listed in Section 2.1 immediately above shall be addressed and resolved through a timely petition to the California Public Employee Relations Board. Such disputes may not be processed through the Grievance Procedure set forth in this MOU.
- 2.4 **Deduction from Wages** - An employee in the bargaining unit may elect to have their monthly Union dues or service fees in lieu of dues (or dues or service fees less non-chargeable amounts to which the employee has objected pursuant to section 12.4 below) deducted from their paycheck (to the extent the amount of the check is sufficient to do so) by signing, dating, and submitting to the Union, the authorization form required for such deduction. The authorization will take effect on the first of the first pay period beginning after the Chief or Chief’s designee to begin dues deductions on behalf of the employee. Authorization for such deduction may be withdrawn at the employee’s discretion by a written notice signed and dated by the employee and delivered to the Union. Such withdrawal of authorization to deduct will take effect on the first day of the first pay

period beginning after the Union notifies in writing of the employee's to the Chief or Chief's designee.

- 2.5 Non-Chargeable Assessments - The Union must provide each bargaining unit member with advance notice of that portion of the monthly Union dues amount that it anticipates it will expend for political or ideological purposes that are non-chargeable under applicable law (to employees who object to contributing toward such expenditures), and shall provide the required appeal and opt-out procedures, as prescribed and in conformity with the requirements set forth by the U.S. Supreme Court in Chicago Teachers v. Hudson, Knox v. Service Employees International Association (SEIU), Local 1000, and any subsequent U.S. Supreme Court decisions that modify or supplement the requirements stated in the above cited decisions.
- 2.6 Timing of Deductions - The District may deduct authorized dues or service fees monthly or over lesser intervals, at its discretion. The District will provide for the transmission of the collected dues and fees to the Union at least once per month.
- 2.7 Union Access - The Union representatives shall have reasonable access to employees at their assigned stations provided that they shall not interfere with the employee's performance of their duties. The Union representative shall advise the Chief or the Chief's designee at least two (2) hours in advance of the representative's intent to conduct Union business at a station other than one at which the representative is then regularly assigned. To the extent feasible, the Union shall conduct its business at stations in areas separated from administrative rooms or rooms where District emergency service equipment is stored. The Union will reimburse the District for the cost of repairs required due to negligent or intentional actions or omissions by Union representatives (employee or non-employee), that cause damage to District property.
- 2.8 Negotiations Release Time - Except in an emergency and subject to operational staffing requirements, the District will release from scheduled duty up to two (2) bargaining unit members designated by the Union without loss of pay or benefits to participate as Union representatives in meet and confer meetings with the District required under this MOU. Not less than seven (7) days or more than twenty-one (21) days before a scheduled negotiations meeting, the Union must notify the Chief or the Chief's designee, in writing, of the names of the employees that it desires to have released from duty to attend the meeting.
- 2.9 Defense and Indemnification - The Union shall defend, indemnify, and hold the District, its agents, officers, officials, contractors, and employees harmless from, for and against all claims arising, in whole or in part, from the terms or application of this Article.

ARTICLE 3 - NON-DISCRIMINATION

The District and Union agree that neither they nor employees will unlawfully discriminate against any member of the bargaining unit because of mental, physical or sensory

handicap, age, sex, marital status, race, color, sexual orientation, national origin, creed, religion, political affiliation, or because of their membership in any other protected class under applicable state or federal anti-discrimination law, or for joining or participating in any employee organization or refraining therefrom.

ARTICLE 4 – DISTRICT’S RIGHT TO DECIDE AND IMPLEMENT DECISIONS

- 4.1 Except to the extent expressly abridged by a provision of this MOU, the District hereby acquires and possesses without limitation, and subject to the terms of Article 25 (**Waiver of Duty to Meet and Confer**) below, the exclusive right to exercise all rights, privileges, powers, and authority conferred upon the District by law or this MOU including, but not limited to, the rights, privileges, powers and authority to:
- A. Manage the affairs of the District, and to determine all issues of policy not otherwise addressed or resolved in this MOU;
 - C. Maintain, expand, reduce, or discontinue any District service, operation, or function at any time;
 - D. Determine or change, from time to time, the nature of any or all District services, operations, and functions, and the manner and means by which they are carried out including, but not limited to, their financing, choice, design, and use of facilities, locations, equipment, organizational structures, and technology used in such services, operations, and functions;
 - E. Determine or change, from time to time, numbers and composition of the District’s work force;
 - F. Direct the workforce and determine, modify, or terminate work assignments, and assign work to employees;
 - G. The right to schedule work, determine work schedules, and assign employee work schedules;
 - H. Use volunteers including, but not limited to, volunteer firefighters in any number, schedule, or for any duration;
 - I. Enter into and commit any District employee(s) to adhere to and effectuate mutual aid agreements or pacts;
 - J. The right to contract, or subcontract, any services, operations, and functions, or to transfer work to other regular District personnel;

- K. The right to reduce the workforce and lay off employees from work;
- L. The right to discipline employees for any lawful reason, for probationary employees, and for just cause for employees who have successfully completed probation;
- M. Recruit, examine for knowledge and physical job fitness, hire, transfer or promote employees;
- N. Discipline employees by written reprimand, suspension without pay, temporary reduction in pay in-lieu-of unpaid suspension, demotion or termination of District employment;
- O. The right to establish, modify, or abolish any job classification(s) including the determination of duties, required knowledge and skills, essential tasks, minimum and desirable qualifications, physical and psychological requirements;
- P. Determine the proper allocation of a position to a job classification and to effectuate such allocation;
- Q. Establish, determine, modify, or eliminate quantitative or qualitative productivity or performance standards;
- R. Evaluate employee conduct or performance;
- S. Maintain order and efficiency at all District facilities and operations;
- T. Determine, promulgate, implement, modify, and enforce or eliminate rules governing employee conduct related to their District employment including, but not limited to, on-the-job cooperation, compliance with orders, timekeeping practices, language, appearance, safety requirements and practices, and non-District employment;
- U. Define limits governing Union activities of employee organizations on District property or at locations where District employees are assigned to work, within the limitations of applicable law and this MOU;
- V. Take all lawful steps to carry out, or protect, any District service, operation, function, equipment, facility, or employee, or member of the public, during any work stoppage, strike, work slowdown, or other job action against the District by its employees, or during any bona fide emergency;

- W. Adopt, eliminate, or revise all District policies, practices, procedures, resolutions, or regulations provided that such action in a particular instance does not conflict with a specific provision of this MOU;
 - X. The right to assign vehicles to employees for use in the course of their District employment or to terminate such assignment; and
 - Y. Train or procure training for employees and to determine training requirements and programs.
- 4.2 Except and only to the extent specifically and expressly abridged by this MOU, the District's exercise of the foregoing rights is not subject to appeal.

ARTICLE 5 - NO STRIKE

Employees shall refrain from engaging in any strike, non-informational picketing, slowdown, sit-down, work stoppage, or any other failure, in whole or in part, to faithfully and fully perform the duties of their position whether such activity is in connection with a primary or secondary labor dispute or in sympathy with other workers or causes. Violation of this Article will result in discharge. In the case of an employee who has not completed probation following initial hire or rehire, the discharge will not be subject to appeal. For an employee who has completed probation following initial hire or rehire any appeal shall be confined to the question of whether the employee violated this Article and, if not, the appropriate remedy under this MOU.

ARTICLE 6 - USE OF NON-UNIT RESOURCES

The District may employ and use non-bargaining unit members to perform bargaining unit work including, but not limited to, District employees, volunteer firefighters, part-time employees, temporary employees, or outside contractors or governmental entities to the extent the District, in its discretion, deems such necessary or desirable to carry out District services, and nothing in this MOU may be construed to inhibit, impair or impede the District in its exercise of such discretion. However, except in an emergency, if the use of such non-unit resources would directly cause the layoff of a bargaining unit member(s), the District will notify the Union President in writing of the anticipated layoff(s) and provide the Union an opportunity to meet to discuss the anticipated layoff before it is implemented. The Fire Chief will schedule such meeting to occur within seven (7) calendar days following the transmittal of notice under this Article. The layoffs may be implemented after the seven (7) day period, subject to early implementation occasioned by an emergency.

ARTICLE 7 - WORK SCHEDULES

- 7.1 The District may include in any employee's work schedule any hour(s) of the day or day(s) of the week as deemed appropriate by the Fire Chief.

- 7.2 If the Chief determines that any employee's services are required on a day for which the Chief previously authorized the employee to take vacation or holiday time off, the leave will be canceled. Except in an emergency, the District will make a good faith effort to give the employee as much advance notice of the cancellation as is feasible.

**ARTICLE 8 - BASE WAGE RATES,
LONGEVITY PAY, EDUCATION INCENTIVE, PAY FOR WORK IN HIGHER
CLASSIFICATION, AND PROMOTIONS**

- 8.1 The base wage rates and ranges for job classifications covered by this MOU are set forth in Appendix "A", which is attached hereto and by this reference incorporated herein. Said rates and ranges reflect a seven percent (7%) base wage rate increase effective on the first day of the pay period following adoption of this MOU by the District Board of Directors, an additional four percent (4%) increase effective on the first day of the pay period beginning one year after the date this MOU is adopted by the District Board of Directors, and an additional three percent (3%) base wage rate increase effective on the first day of the pay period beginning two years after the date this MOU is adopted by the District Board of Directors. Employees shall be paid in accordance with said schedules; provided, that said rates are minimum rates. The Employer may pay amounts in excess of such rates at any time or discontinue any such excess amount, at its discretion. The District may hire a newly hired employee(s) at any step of the applicable base wage range, at its discretion.

The first full pay period after adoption, the District will pay all eligible full-time employees in the bargaining unit a one-time payment of two thousand dollars (\$2,000.00) for the elevated risks they have faced and continue to face during the COVID-19 public health emergency. Such payment shall be subject to all applicable withholding.

To be eligible for the premium pay, employees must be actively employed by the District at the start and end of the first full pay period following Board adoption of the successor MOU. Part time and extra help employees are eligible for premium pay on a pro-rated basis using regular hours worked during the twenty-six (26) pay periods prior to the eligibility period. Extra help retired CalPERS annuitants are not eligible for this additional compensation per Government Code section 7522.56(d).

- 8.2 Effective on the first day of the pay period beginning on or after this MOU is adopted by the Board of Directors, the District will provide a regular full-time employee a one and one-half percent (1.5%) increase in their base wage rate on the first day of the first pay period beginning on or after the date the employee completes five (5) years of continuous active service as a regular full-time employee. The increase will be calculated based on the employee's base hourly rate of pay at the time of the increase as set forth in Appendix A of this MOU. The District will provide an additional one and one-half percent (1.5%) increase in a regular full-time employee's base wage rate, as set forth in Appendix A of this MOU, on the first day of the first pay period beginning on or after the date the

employee completes ten (10) years of continuous active service as a regular full-time employee. The five (5) year longevity increase will not be included in the base on which the amount of the ten (10) year increase is calculated but, rather, will be added to the ten (10) year increase after its calculation; i.e., they each will have the same dollar value. All authorized leaves of absence that may be lawfully excluded from the calculation of service will be excluded except paid vacation, sick leave, holidays, bereavement leaves, and employer designated paid administrative leaves. However, leaves that are excluded, while not counted toward the service requirement, will not terminate the periods of contiguous qualifying continuous service which shall be bridged for purposes of longevity pay eligibility.

- 8.3 An employee who is temporarily assigned by the District to work in a budgeted position in a higher classification for at least eight (8) consecutive shifts shall be compensated at a straight time rate that is not less than five percent (5%) greater than the employee's base hourly wage rate (plus longevity pay) that the employee would have earned in their normally assigned position and classification, but not to exceed the maximum rate of the higher classification. For purposes of this subsection 8.3, a "higher classification" is one that has a higher maximum base wage rate as set forth in Appendix A of this MOU.
- 8.4 An employee who possesses a bachelor's degree from an accredited college or university in a fire related field will receive an hourly premium equal to two and one-half percent (2.5%) of their regular base rate of pay. Such pay shall take effect on the first day of the month following the month in which the employee submits to the District valid documentation of having met the foregoing applicable requirement.
- 8.5 Employees promoted from one represented classification in the unit to a higher represented classification in the unit shall be placed at the step in the higher classification that results in a minimum of a five percent (5%) increase in their base wage hourly rate.

ARTICLE 9 - OVERTIME WORK AND PAY

- 9.1 The District may require any employee to work overtime hours beyond their regular work schedule at its discretion. All overtime worked must be authorized in advance by the District, except in an emergency.
- 9.2 The District may designate and implement any available Fair Labor Standards Act ("FLSA") compliant pay calculation period or change said designation and pay period from time to time at its discretion. The District will notify the Union President, in writing, and post or otherwise give direct or constructive notice of such a change not later than thirty (30) days before the effective date of the change as determined by the District.
- 9.3 Overtime hours worked shall be compensated at one and one-half (1½) times the employee's regular straight time hourly rate of pay. To the extent permitted by law,

hours worked for overtime pay eligibility purposes shall exclude time spent on paid or unpaid leaves of absence.

ARTICLE 10 - PAY DATES AND PAYROLL ERRORS

- 10.1 **Pay Dates.** Members of the bargaining unit will be paid once each month on dates determined by the District, consistent with practices in effect at the time this MOU is adopted. However, the District may determine and implement a different schedule of pay dates or adopt more frequent pay dates at any time, in its discretion. To the extent it has sufficient notice from the Amador County Auditor, the District will make reasonable efforts to provide the Union with thirty (30) days advance notice of the contemplated change of pay dates.
- 10.2 **Corrections of Wage Underpayments or Leave Balance Errors.** If an employee believes that the amount of their wages or accumulated leave balances on their paycheck or paystub are in error, he or she shall notify the Chief or their designee in writing of the specific apparent error. The Chief or the Chief's designee will investigate the matter and cause the prompt correction of any verified erroneous underpayment of wages or erroneous leave balance (normally at the next pay date if feasible). If the District independently detects an underpayment of wages or an erroneous leave balance(s), it will notify the affected employee in writing of the error and cause the prompt correction of the error (normally at the next pay date if feasible).
- 10.3 **Corrections of Overpayments of Wages.** If an employee believes that the amount of wages they have been paid is greater than the amount due, he or she must promptly notify the Chief or Chief's designee in writing of the apparent error(s). If the District independently identifies such an apparent overpayment of wages, it shall notify the affected employee in writing of the apparent error. In either case, the Chief or the Chief's designee will investigate the matter. If the Chief or Chief's designee verifies that an overpayment of wages has taken place, the Chief or designee shall notify the employee in writing of the specific amount(s) of the error(s) and a proposed method for the employee's repayment of the overpayment to the District. Such method may include either a one-time lump sum payment or a scheduled recovery over a reasonable period. In either case, the repayment may be by payroll deduction, but only if authorized in writing by the employee. The District may not deduct or recover overpaid wages from the employee except with the employee's written consent or by court order.

ARTICLE 11 - HEALTH INSURANCE

- 11.1 All eligible full-time employees and their eligible family members may participate in District – procured medical, dental and vision plans, currently provided through the Fire Districts Association of California, Employee Benefit Authority (“FDAC/EBA”). The District reserves the right to select one or more substitute or alternative carriers for each or all benefit plans (medical, dental, vision), and to modify benefits at its discretion;

provided that any substitute or alternative medical plan of benefits must conform to any applicable requirements under applicable state or federal law then in effect.

11.2 Plan Years commence on January 1 of each calendar year and conclude on December 31.

11.3 Medical Contributions Plan Years 2020, 2021, 2022 and 2023. For Plan Years 2020, 2021, 2022 and 2023 the following shall apply with respect to medical insurance contributions:

- A. Employee Only Coverage: The District's maximum contribution toward the applicable employee only monthly premium for medical insurance shall be a flat dollar amount equal to the price of the plan in which the employee has enrolled but not to exceed eighty-five percent (85%) of the premium charged for the Basic PPO plan at the employee only level of enrollment.
- B. Two-Party and Family Coverage: The District's maximum contribution toward the two-party or family premium for medical insurance shall be a flat dollar amount equal to the price of the plan in which the employee has enrolled but not to exceed eighty percent (80%) of the premium charged for the Basic PPO plan at the applicable level of enrollment.

Effective with Plan Year 2022, the District's maximum contribution toward the two-party or family premium for medical insurance shall be a flat dollar amount equal to the price of the plan in which the employee has enrolled but not to exceed eighty-five percent (85%) of the premium charged for the Basic PPO plan at the applicable level of enrollment.

11.4 Dental Contributions. Effective with the 2020 Plan Year, the District's maximum contribution toward the monthly premium for dental insurance shall be:

Employee	\$42.93
Employee +1	\$85.12
Employee +Family	\$153.81

11.5 Vision Contributions. Effective with the 2020 Plan Year, the District's maximum contribution toward the monthly premium for vision insurance shall be:

Employee	\$6.41
Employee +1	\$12.85
Employee +Family	\$20.68

11.6 Status Quo for Successor Bargaining Purposes: For Plan years after 2023, the flat dollar amount of the District contribution at each level of enrollment as specified above for medical, dental, and vision coverage, respectively, will not increase except as provided for, if at all, through the negotiations over a successor to this MOU.

- 11.7 Full-time employees who can document that they have alternative medical, dental, or vision coverage that complies with any applicable legal requirements may elect to waive District coverage by written notice to the District during either the initial new employee enrollment process or during a subsequent open enrollment period. Eligible full-time employees who waive coverage who desire to resume coverage under the applicable District plan may do so during an annual open enrollment period. Eligible full-time employees who waive medical, dental, or vision coverage under the applicable District plan will be paid the following amounts, as applicable:

Waive medical coverage	\$630.94
Waive dental coverage	\$41.27
Waive vision coverage	\$6.35

The "Waive medical coverage" level amount above will be reduced to \$400 per month for eligible employees hired on or after December 1, 2021.

- 11.8 The District will provide life insurance for each employee in the amount of ten thousand dollars (\$10,000) through a carrier of its choice.

ARTICLE 12 - VACATION LEAVE

- 12.1 All regular full-time probationary and regular full-time non-probationary employees covered by this Agreement shall begin to earn paid vacation time according to the schedules set forth below. Vacation time begins to accrue beginning with the employee's first day of active employment. However, employees will not be eligible to take paid vacation time until after satisfactory completion of six (6) months of employment with the District unless approved by the Chief or their designee.

Full-time employees shall earn and accrue paid vacation leave on a prorated monthly basis (based on normally scheduled hours) in accordance with the following:

A. First five years of employment:

- | | |
|-------------------------------------------------|------------|
| (1) Twenty-four (24) hour shift employees – | 10.0 hours |
| (2) Non-twenty-four (24) hour shift employees – | 8.03 hours |
| (3) Forty (40) hour employees – | 7.14 hours |

B. Six or more years of employment:

- | | | |
|-----|---------------------------------------------|-------------|
| (1) | Twenty-four (24) hour shift employees - | 14.0 hours |
| (2) | Non-twenty-four (24) hour Shift employees - | 11.24 hours |
| (3) | Forty (40) hour employees - | 10 hours |

12.2 Vacation leave shall be accrued and recorded at the end of each month.

12.3 No employee shall be eligible to accrue more than a maximum of twice their annual vacation accrual rate specified above. Once the maximum accrued number of vacation hours is reached, vacation accrual will cease until the vacation balance falls below the allowed maximum. If the employee subsequently uses enough vacation to fall below the allowed maximum, the employee will start accruing vacation leave from that date forward until the ceiling is reached again.

12.4 When an employee's District service terminates, the District will pay the employee for their accrued unused vacation leave at the employee's base hourly rate of pay at the effective date of termination.

12.5 Vacations schedules and times will be determined by the District in a manner the Chief deems consistent with the needs of efficient operations. Each November 1 the District will post a schedule of available vacation times for the following calendar year. Each employee will be permitted to submit to the Chief, or the Chief's designee, a written bid for posted vacation times until November 30 of the same year. Such bids must be in increments of not less than a full twenty-four (24) hour shift or a full work day, as dictated by the employee's assigned work schedule. The Chief will award available vacation times based on seniority as determined by length of continuous District service; provided, that the Chief may, at the Chief's discretion or that of the Chief's designee, deviate from District service-based seniority to ensure that the number of personnel in each job classification available for duty are, in the Chief's judgment or that of the Chief's designee, sufficient to ensure effective and efficient District services. Vacation times remaining on the vacation schedule after the annual bid concludes will be awarded by the Chief or the Chief's designee on a first come first served basis without regard for seniority; provided, that the Chief or Chief's designee may deviate from the first come first served order at the Chief's or designee's discretion if he or she deems it necessary to ensure that sufficient numbers of personnel in each job classification are available for duty to ensure effective and efficient District services.

Vacation requests outside the annual bid process may be for a full twenty-four (24) hour shift or full work day, as dictated by the employee's assigned work schedule, or for partial shifts or work days as follows:

- Twelve (12) hours for a twenty-four (24) hour shift employee;
- Four (4) hours for a non-twenty-four (24) hour shift employee; or
- Four (4) hours for a forty (40) hour employee.

ARTICLE 13 – HOLIDAY LEAVE

- 13.1 Each regular full-time twenty-four (24) hour shift employee shall receive one hundred twenty (120) hours of pay per year in lieu of holiday leave.
- 13.2 Holiday leave pay for twenty-four (24) hour shift employees shall be calculated first by multiplying each affected employee's regular straight time base hourly rate of pay by one hundred twenty (120) hours. The resulting amount shall then be divided by the number of pay periods in a calendar year. The resulting quotient shall be distributed evenly across all pay periods within the calendar year, but will not be paid for periods of unpaid leave.
- 13.3 Each regular full-time non-twenty-four (24) hour shift employee, other than 40 hour employees, shall receive ninety (90) hours of pay per year in lieu of holiday leave.
- 13.4 Holiday leave pay for non-twenty-four (24) hours shift employees shall be calculated first by multiplying each affected employee's regular straight time base hourly rate of pay by ninety (90) hours. The resulting amount shall then be divided by the number of pay periods in a calendar year. The resulting quotient shall be distributed evenly across all pay periods within the calendar year, but will not be paid for periods of unpaid leave.
- 13.5 Each regular full-time forty (40) hour employee shall be granted paid holiday leave receive ninety (90) hours of pay per year in lieu of holiday leave.
- 13.6 Pay in lieu of holiday leave shall be adjusted and applied prospectively to account for any change in the employee's base straight time hourly rate of pay.
- 13.7 Each regular full-time forty (40) hour employee shall be granted paid holiday leave at their respective straight time base rate of pay for the following holidays:

<u>Occasion</u>	<u>Date</u>
• New Year's Day	January 1
• Martin Luther King's Birthday	Third Monday in January
• Presidents' Day	Third Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4

- Columbus Day Second Monday in October
- Veterans Day November 11
- Thanksgiving Fourth Thursday in November
- Day after Thanksgiving Friday following Thanksgiving
- Christmas Eve December 24
- Christmas Day December 25

13.8 Each regular full-time forty (40) hour employee shall also be granted holiday leave with pay on any day declared by the President of the United States or Governor of California, and designated in writing as a holiday by the Chair of the Board of Directors, as a public day of fast, mourning or Thanksgiving, or public holiday for all District employees.

13.9 When a forty (40) hour employee's holiday falls on the employee's first regularly scheduled day of rest, the holiday will be observed on the preceding work day. If the holiday falls on the employee's second or third day of rest, the employee will observe the holiday on his next regularly scheduled work day. If the holiday falls within the period of an employee's approved leave with pay (e.g., vacation or sick leave), the holiday will be treated as holiday leave and the employee's paid leave balance will not be charged for the day.

13.10 A forty (40) hour employee who is not in paid status the day before and after a holiday is not eligible for holiday leave for that holiday. However, this requirement does not apply to an employee in uncompensated status who is in authorized unpaid status during a waiting period arising out of the employee's job related injury or illness.

ARTICLE 14 – SICK LEAVE

14.1 Regular full-time probationary and non-probationary employees of the District shall be entitled to accrue sick leave at the applicable rate set forth below:

- Twenty-four (24) hour shift employees - 10 hours per completed month of continuous service;
- Non-Twenty-four (24) hour shift employees - 8.03 hours per completed month of continuous service;
- Forty (40) hour employees – 7.14 hours per completed month of continuous service.

- 14.2 Unused sick leave will accumulate from year to year with no accumulation maximum. Accrual of sick leave will be recorded at the end of each calendar month.
- 14.3 Sick leave only accrues for continuous full-time service to the District. Sick leave does not accrue during any period an employee is on paid or unpaid leave, or when receiving State Disability Insurance or Worker's Compensation Insurance benefits.
- 14.4 Paid sick leave is a conditional benefit intended to protect an employee against a loss of earnings when absence is necessitated by illness or injury. It is not intended as additional holiday, vacation or other such paid time off. Sick leave may be used only in case of actual illness or injury of the employee or the employee's spouse, children, or other dependents, unless otherwise provided by District policy or applicable law.
- 14.5 The District may, at the Chief's discretion, require a satisfactory statement of a licensed physician whenever the employee misses work due to an illness, injury or disability. Subject to the requirements of applicable law, the District may require the employee to provide a physician's statement that verifies that the employee is or was not able to work due to incapacitating illness or injury of the employee or a covered relation as set forth in paragraph .4 above, the beginning and actual or projected ending date of the incapacity, or that the employee is able to return to unrestricted duty work without presenting an imminent danger to the employee's safety or the safety of others. A physician's statement required under this paragraph must be signed and dated by the physician, and must be delivered to the Chief or the Chief's designee as promptly as reasonably possible under the relevant circumstances. Provision of the required verification statement is a condition of eligibility to use accrued sick leave or to return to work.
- 14.6 An employee taking bereavement leave pursuant to District policy will be compensated at their base rate of pay (plus any applicable longevity pay) for up to three shifts of such leave, and will not be charged sick leave for those days.

ARTICLE 15 - PROBATIONARY PERIODS

- 15.1 Each newly hired or rehired employee shall serve a probationary period of twelve (12) months of work, unbroken by termination, dismissal, or layoff.
- 15.2 A promoted employee will serve a probationary period of twelve (12) months of work, unbroken by termination, dismissal, or layoff.
- 15.3 To the extent permitted by law, leaves of absence, paid or unpaid, will not count toward completion of the twelve (12) months of work required to pass probation.

- 15.4 A newly hired or rehired employee in a probationary period serves at the will of the District and may be terminated from District service for any lawful reason at the District's discretion. Such termination shall not be subject to appeal. A newly hired or rehired employee who successfully completes the probationary period is, for the purposes of termination or layoff only, as those terms are defined and governed by this MOU, considered a permanent employee and may be terminated from District service only as provided by Article 17 or 19 of this MOU.
- 15.5 Promotional probationary status will be governed by the following provisions:
- A. An employee who is promoted after completing probation as a newly hired or rehired employee serves in the promotional position at the will of the District and may be terminated from the promotional position and returned to the classification in which he or she last completed the probationary period, at the discretion of the District. In such case, termination from the promotional position is not subject to appeal.
 - B. If the employee described in subsection A above did not pass new hire or rehire probation before promotion, he or she continues to serve at the will of the District and the District may, at its discretion, terminate the employee from District service. Such termination is not subject to appeal.
 - C. As an alternative to termination as provided in subsection B immediately above, the District may elect to return the employee to a position in the classification held at the time the employee was newly hired or rehired. In such case the employee shall continue to serve at the will of the District until he or she completes the portion of the probationary period remaining at the time he or she was promoted from that classification.
 - D. An employee who is promoted after completing probation as a newly hired or rehired employee may be terminated for cause from District service and not returned to their former classification.

ARTICLE 16 - INVESTIGATIONS

- 16.1 When a firefighter who has passed their new hire or rehire probationary period is under investigation, and subjected to interrogation by their commanding officer, or by any other member designated by the District, that could lead to punitive action, interrogation shall be conducted under accordance the following conditions:
- A. The interrogation shall be conducted at a reasonable hour, at a time when the firefighter is on duty, unless an imminent threat to the safety of the public requires

otherwise. If the interrogation does occur during off-duty time of the firefighter being interrogated, the firefighter shall be compensated for any off-duty time in accordance with regular department procedures. The firefighter's compensation shall not be reduced as a result of any work missed while being interrogated.

- B. The firefighter under investigation shall be informed, prior to the interrogation, of the rank, name, and command of the officer or other person in charge of the interrogation, the interrogating officer, and all other persons to be present during the interrogation. All questions directed to the firefighter under interrogation shall be asked by and through no more than two interrogators at one time.
- C. The firefighter under investigation shall be informed of the nature of the investigation prior to any interrogation.
- D. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed reasonable breaks to attend to their own personal physical necessities.
- E. The firefighter under interrogation shall not be subjected to offensive language or threatened with punitive action. A promise of reward shall not be made as an inducement to answering any question. The employer shall provide to, and obtain from, an employee a formal grant of immunity from criminal prosecution, in writing, before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.
- F. The District shall not cause the firefighter under interrogation to be subjected to visits by the press or news media without their express written consent free of duress, and the firefighter's photograph, home address, telephone number, or other contact information shall not be given to the press or news media without their express written consent.
- G. A statement made during interrogation by a firefighter under duress, coercion, or threat of punitive action shall not be admissible in any subsequent judicial proceeding, except that this subsection G shall not prevent the admissibility of statements otherwise made by the firefighter under interrogation in any civil action, including administrative actions, brought by that firefighter, or that firefighter's exclusive representative, arising out of a disciplinary action.

ARTICLE 17 - DISCIPLINARY ACTION

- 17.1 Disciplinary action may take the form of a written reprimand, suspension without pay, temporary pay reduction in lieu of suspension without pay, permanent pay reduction, demotion, or discharge from employment. Oral reprimands may be employed but shall be treated as counseling and forewarning under this MOU, and are not subject to appeal.
- 17.2 Probationary employees may be subject to disciplinary action for any lawful reason and such action is not subject to appeal.
- 17.3 Non-probationary employees may be subject to disciplinary action for just cause including, but not limited to:
- A. Inadequate performance;
 - B. Evident unfitness or unsuitability for service;
 - C. Incompetence;
 - D. Inefficiency;
 - E. Negligence in the performance of the employee's duties;
 - F. Activity in violation of the no strike provision of this MOU or any other legal limitation on job related conduct.
 - G. Unauthorized leave of absence;
 - H. Insubordination;
 - I. Refusal, or failure, to perform work in accordance with District or state job safety requirements;
 - J. Falsification of District records including but not limited to operational records, timekeeping records, other documents or oral reports, or an employment application or fraud or misrepresentation in securing any District employment or benefit or advantage;
 - K. Sexual harassment or other discriminatory conduct in violation of this MOU, District policy, or applicable law;
 - L. Engaging in any outside employment, activity, or enterprise that is incompatible, conflicts with, or is detrimental to the employee's safe and proper performance of their District employment duties or to the duties, functions, or responsibilities of the District;

- M. Political activity in violation of state or federal law or District policy.
- N. Dishonesty;
- O. Misuse, malicious damage to, or theft of District equipment, facilities, or other property, tangible or intangible;
- P. Conviction of any felony;
- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude;
- R. Discourteous or disrespectful treatment toward another employee, or toward a member of the public, while on duty, or off duty if the discourteous or disrespectful treatment relates to District employment.
- S. Failure to affirmatively cooperate with other District employees or other individuals or persons carrying out District functions including, but not limited to withholding assistance or providing inadequate assistance;
- T. Reporting to work or working while in possession of or under the influence of alcohol or legally prohibited substances or of any drug or substance that would interfere with the full performance of the employee's duties;
- U. Breach of medical or other confidentiality requirements imposed by law or District policy;
- V. Engaging in discriminatory activity in violation of Section 3 of this MOU or other applicable District policy;
- W. Inability, or incapacity, to perform assigned job duties; or
- X. Other behavior, during or outside of duty hours, that impairs or tends to impair the performance of District services by the District, District employees or associated agencies, contractors or personnel.
- Y. Any other breach of the obligations of employment, whether express or implied.

ARTICLE 18 - SKELLY AND LUBEY HEARINGS

The District may determine and employ such procedures as it deems appropriate and sufficient to carry out Skelly hearings and Lube name clearing hearings, when required.

ARTICLE 19 – LAYOFF

- 19.1 The District may reduce the number of bargaining unit positions or layoff one or more bargaining unit members (or a combination thereof), by classification when it determines, in its discretion, that such action is in the District's best interests. If a layoff involves occupied positions, the District will determine the order of employee layoff. In making such determination, the District will consider seniority within the classification and with the District, as well as the merit as reflected in the performance evaluations on file with the District.
- 19.2 For purposes of this Article "seniority" includes only the employee's unbroken period of continuous District service. Continuous service is broken by dismissal, resignation, retirement, or other such break in service. Periods of unauthorized leave do not count toward seniority but will constitute a break in continuous service if longer than five (5) of the employee's regularly scheduled shifts; PROVIDED, that the Chief may, in the Chief's discretion on an occasion by occasion and case by case basis, waive such a break in service for purposes of this Article. Except as otherwise required by law, periods of authorized unpaid leave are excluded from the calculation of continuous service but do not constitute a break in continuous service.
- 19.3 The District may, at its discretion, reassign an employee who is laid off from their position to a vacant and available position within the bargaining unit if the employee meets the minimum qualifications for the position.
- 19.4 District employees who are subject to layoff outside the bargaining unit who meet the minimum qualifications for a classification in the bargaining unit may, with the Chief's permission, bump into a vacant or filled bargaining unit position, provided that the employee has greater continuous District service than the bargaining unit member that would be bumped, if any. The calculation of seniority shall be subject to subsection .2 above.
- 19.5 Probationary employees have no rights under this Article. Probationary employees in the classification affected by the layoff will be terminated before any non-probationary employee in that classification is subject to bumping or layoff.
- 19.6 Except in an emergency declared by the Board of Directors, the District will provide an employee in the bargaining unit who is subject to lay off from District service with at least fourteen (14) days advance written notice of such action.
- 19.7 If authorized by the Board, the District may offer a severance package to an employee whose service with the District is or will be terminated by virtue of layoff under this article, conditioned on the employee agreeing to a comprehensive release of claims satisfactory to the Board. Such package may contain such compensatory benefits as the Board may authorize, in its discretion.

- 19.8 If authorized by the Board, the District may offer an early retirement incentive program to employees within one or more lawfully defined offeree classes (that may or may not include entire job classifications) with such terms as the Board, in its discretion, determines are suitable for potentially inducing early retirements. Any employee accepting an early retirement incentive offer must, as a condition of such offer, agree to a comprehensive release of claims satisfactory to the Board.
- 19.9 For purposes of this Article, "subject to layoff" means that the employee's position has been or will be eliminated or vacated by the District so that the employee's continued employment will terminate, or that the employee occupies a position into which a more senior employee is entitled to bump under the terms of this Article.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 A grievance is an alleged breach of this MOU (including a breach of any then current District policy that governs the subject within the scope of representation that is the subject of the alleged breach) involving the meaning, interpretation or application of its terms. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issues that they are concerned about, prior to filing a grievance under the procedures set forth below.
- 20.2 Any grievance filed shall include the following information in writing:
- A. The specific provision(s) of this Agreement (or District policy) allegedly misinterpreted or misapplied;
 - B. The facts pertinent to the grievance, including the names of parties and witnesses and other pertinent individuals or person, locations and dates of significant events, and how the grievant believes the MOU has been breached, so that the District will have a clear understanding of the grievance.
 - C. A copy of all relevant documents, except those legally privileged, within the employee's or Union's possession or reasonably within either's control that tend to prove the alleged misinterpretation or misapplication;
 - D. The alleged adverse effect(s) resulting from said alleged misapplication or misinterpretation of this MOU (or District policy) and the name(s) of each employee affected in the manner specified; and,
 - E. The remedy requested within the terms of this MOU (or District policy) that would make the employee whole for the alleged misinterpretation or misapplication.
- 20.3 If the District fails to respond to a the grievance within the time provided by the applicable step of the procedure, the grievance will automatically advance to the next

Step upon expiration of the time allotted for the response at the step at which response was not made. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievance is terminated, and that the grievant waives any right to further appeal of the grievance. However, nothing in this MOU shall preclude the parties from agreeing in writing in advance to an extension of the time allotted for submitting or responding to a grievance; provided that such agreement must include a date that will serve as the new submission or response deadline.

- 20.4 A grievant may terminate a grievance at any time by giving written notice to the Fire Chief.
- 20.5 If multiple grievances are filed involving the same issue(s) or substantially the same transaction(s) or occurrence(s), the District may elect to have the issues addressed jointly in one hearing on all the grievances. Nothing herein will be construed to permit class grievances that do not specify each member of the affected class by name.
- 20.6 Offers to settle a grievance may not be raised in any forum except by the express written consent for such disclosure by the party making the offer.
- 20.7 Grievance settlements must have a reasonable basis in the written terms of the MOU. No such settlements will establish a precedent except by the express signed written agreement of the Fire Chief and the authorized Union signatory. The District shall be entitled to rely on the representation of the Union President with respect to whether the signatory has sufficient authorization to sign such an agreement. Absent such an agreement, a grievance settlement shall not be raised in any forum, except for the sole purpose of the enforcement or defense of the settlement in the particular instance giving rise to the underlying grievance.
- 20.8 Grievances shall be filed and processed in the following times, manner, and sequence:

STEP 1 -BATTALION CHIEF

The grievance must be presented to the Battalion Chief at step 1 within thirty (30) calendar days of the occurrence of the alleged breach or of the date when the grievant reasonably could have known of the facts giving rise to the grievance. Within thirty (30) working days after receipt of a timely grievance, the Battalion Chief will respond to the grievance.

STEP 2 – FIRE CHIEF

If the grievance is not answered or resolved at Step 1, the employee may, within ten (10) days after the Battalion Chief's response is received or due, whichever is earlier, submit the grievance in writing, (as submitted at Step 1 along with any response received from the Battalion Chief) to the Fire Chief. The Fire Chief or his representative(s) and the affected employee(s) or their Union representative shall meet within twenty-five (25)

days to discuss and, if feasible, attempt to resolve the grievance. Unless settled at this meeting, the Fire Chief will respond to the grievance within thirty-five (35) days after receipt of the grievance.

STEP 3 – MEDIATION

- A. If the grievance is not answered or resolved at Step 1 or Step 2, the grievance may be submitted to mediation. A request for mediation shall be presented in writing to the Fire Chief within seven (7) calendar days after the response of the Fire Chief is received or due, whichever is earlier. The parties shall then jointly request the services of a mediator from the California State Mediation and Conciliation Service.
- B. The parties shall schedule mediation to occur as soon as practicable after contact from the mediator.
- C. The mediator's role will be to facilitate efforts to achieve a voluntary settlement of the dispute acceptable to the parties. The mediator will have no authority to bind the parties to any settlement terms or to enforce any settlement reached. The mediator shall not issue any public statement of fact or opinion on the matter in mediation.
- D. All statements, written or oral, made in mediation meetings or directly in connection with the mediation process, shall be treated as confidential and may not be disclosed outside of mediation meetings, nor may any attendee disclose outside of mediation meetings any document submitted in mediation meetings or directly in connection with mediation unless the document was otherwise disclosed by the submitting party outside of mediation.
- E. Either party may terminate the mediation process not sooner than thirty (30) days following the first meeting with the mediator or forty-five (45) days after the grievance is submitted at step 2, whichever is earlier, except that the parties may agree in writing to an earlier termination of the mediation process.
- F. Any charge for the services or expense of the mediator will be shared equally by the District and the Union.

STEP 4 – BINDING ARBITRATION

- A. If the parties are unable to resolve the grievance at step 3 (or if the remaining lower step(s) is waived by mutual agreement), the Union or, on a grievance challenging an appealable disciplinary action, the employee may submit the matter to binding arbitration by written notice to the Fire Chief within seven (7) calendar days after the mediation is concluded pursuant to step 3 above.

- B. The representatives of the parties to the arbitration may select an arbitrator by mutual agreement. If they do not do so within ten (10) days after the grievance is timely submitted to arbitration either party may request a list from the California State Mediation and Conciliation Service of the names of seven (7) impartial arbitrators. The Parties shall alternately strike names from the list until only one is remaining. The order of striking as between the Parties will be determined by lot. The remaining arbitrator will be notified of their selection by either party with a copy of the notice to the other.
- C. Sixty-five percent (65%) of the fees and expenses of the arbitrator will be paid by the losing party, and the remaining thirty-five percent (35%) will be paid by the prevailing party. The arbitrator shall designate one of the parties as the losing party in the arbitrator's award, and the other party will be the prevailing party.
- D. A court reporter will be retained to produce a transcript of the hearing. The fees and expenses of the court reporter and of one copy of the transcript each for the representative of each side and the arbitrator shall be shared equally.
- E. Each party shall bear the cost of its own presentation including, but not limited to, advocate fees and expenses, presentation preparation, hearing representation, briefs, if any, reproduction, travel, phone, and mail costs, witness fees, and any other such costs.
- F. The decision of an arbitrator on matters properly before the arbitrator is final and binding on the employees, Union, and District.
- G. Any remedy awarded by an arbitrator under this MOU shall be a legal remedy intended to make the grievant whole, less mitigating factors, and may include a retroactive effective date not earlier than sixty (60) days prior to the date the grievance was filed at step 1.
- H. Arbitrators referred to in this MOU are not interest arbitrators. Therefore, arbitrators shall have no power to add to, subtract from, amend or modify this written Memorandum of Understanding or District policies or procedures.

ARTICLE 21 - JOB CLASSIFICATION CHANGES

- 21.1 The District may delete, add to, subtract from or otherwise revise any existing job classification(s) or create a new bargaining unit job classification(s) at its discretion.
- 21.2 If the District creates a new job classification or substantially revises an existing job classification, it shall establish a wage rate for that new or revised classification based on its need to recruit and retain sufficient personnel to carry out District services specified in the classification description, on an on-going basis.

- 21.3 The District will give the Union President ten (10) business days' advance written notice of the new or revised classification description and attendant wage rate. During that period the Union may dispute the proposed wage rate by delivering written notice of the specifics of its disagreement to the Fire Chief. If the District's rate is disputed, the District and Union representatives shall meet within ten (10) business days after the District receives the Union notice to discuss the disputed rate. The new or revised classification and wage rate established by the District under subsection .1 above will take effect ten (10) days following upon delivery of the notice to the Union as provided in this Section .3.
- 21.4 If the parties are unable to agree on the wage rate in the meeting specified in .3 above, the Union will, if it desires to further challenge the District rate, submit the matter to arbitration as a grievance at step 3 of the Grievance Procedure within the time limit specified therein. The parties shall thereafter process the dispute as provided in that Step 3; provided, that the arbitrator shall confine him/herself to the question of procedural compliance with this section and, on the merits, to the sole question of whether the wage rate established by the District is at least the minimum rate reasonably necessary to meet the District's need to recruit and retain sufficient personnel to carry out District services specified in the classification description on an on-going basis. If the arbitrator concludes that the rate is sufficient, the District may continue with the rate as proposed. If the Arbitrator determines that the rate established by the District is not sufficient under the foregoing standard, the Arbitrator shall state the minimum amount that the Arbitrator believes would prospectively meet the standard. Thereafter the District may, within thirty (30) business days after receipt of the arbitrator's award, withdraw the proposed new classification or revision and attendant wage rate and prospectively reinstate the pre-existing classification(s) and rate or it may retain the new classification or revision and prospectively adopt a revised wage rate that meets at least the minimum rate identified as sufficient by the arbitrator as provided above.

ARTICLE 22 – TAX DEFERRED RETIREMENT ARRANGEMENT

The Parties acknowledge that the District has offered an IRS section 401(a) pension plan and a section 457 deferred compensation plan, subject to the terms set forth in the District's policy and procedures manual (August 20, 2013 Revision). Subject to the requirements of applicable law, the District may terminate any such plan or any matching contribution it makes to such a plan at any time after the earliest expiration date of this MOU set forth in Article 27, Term of MOU.

ARTICLE 23 - SUPREMACY OF MOU

- 23.1 The provisions of this MOU prevail over District policies, practices, and procedures to the extent, if any, that such policies, practices or procedures clearly conflict or are clearly inconsistent with the express terms of this MOU. With that exception and except as provided in section 23.2 below, District policies, practices, and procedures as

they exist on the effective date of this MOU, shall continue to govern the terms and conditions of District employment of bargaining unit members.

- 23.2 If the District desires to establish a new policy or procedure or revise a pre-existing policy or procedure, and if such revised or new policy or procedure involves a decision within the scope of representation or a decision the impact of which falls within the statutory scope of representation, the District will provide the Union President (or another Union Officer in the absence of the President) a copy of the new or revised policy or procedure and written notice of the District's intention to implement the new or revised policy or procedure. Within ten (10) business days after the District delivers such notice to the Union, the Union may request to meet to discuss the new or revised policy or procedure. Such request shall be in writing and delivered to the District Fire Chief or their designee within ten (10) business days after receipt of the notice by the Union President (or applicable officer in the absence of the President). Discussions pursuant to such request shall commence within ten (10) business days after the District's receipt of the notice and shall conclude within thirty (30) days after the discussions commence. The District may thereafter implement the revised or new policy or procedure, as originally proposed or as modified pursuant to the discussions conducted pursuant to the Union's request submitted as set forth above, by written notice to the Union President (or another Union Officer in the absence of the President). Such new or revised policy or procedure must be reasonable.

ARTICLE 24 - SEVERABILITY

- 24.1 If a court or administrative agency of competent jurisdiction declares, rules, or orders any provision of this MOU unlawful and unenforceable, and such declaration, ruling, or order is upheld through appeals, if any, the effect of such declaration or order will be confined to the specific provision of this order described in the declaration or ruling. If the declaration or order is appealed and a Stay of enforcement of the order or declaration is issued, the application and enforcement of the provision will be suspended pending the ruling on the final appeal. If not appealed or if the declaration, ruling or order is upheld on appeal, the provision will be deemed null and void. If the declaration, ruling or order has retroactive effect the provision will be deemed null and void as of the retroactive effective date. Invalidation and severance of a provision of this MOU shall not invalidate any remaining provisions, which shall continue in full force and effect.
- 24.2 If permanent severance of a provision of this MOU is required, the District and the Union shall, within thirty (30) days after the declaration, ruling or order is announced and any appeals have concluded, and following a request by either party, meet and attempt to negotiate a mutually agreeable substitute for the severed provision.

ARTICLE 25 - WAIVER OF DUTY TO MEET AND CONFER

The Parties acknowledge the District's limited financial, administrative, and management resources, the complexity of employer obligations under applicable law, their mutual interest in

limiting transaction costs in the conduct of day to day District affairs, and in limiting conflict during the term of the Memorandum of Understanding. Therefore, after extensive discussion of each of the subjects addressed in Article 4 (**District's Rights To Decide And Implement Decisions**) as well as extensive discussion of the remaining terms of this MOU, the parties hereby intend to clearly and unmistakably waive any right or duty either party may have to meet and confer during the life of this MOU over the decision, effect or impact of any District decision or action addressed specifically or generally by the language of this MOU. The Parties further agree that, to the fullest extent permitted by applicable law, the extensive enumeration of District rights set forth in this MOU, and the remaining terms of this MOU, each of which resulted from exhaustive negotiations, are intended as a clear and unmistakable waiver of any obligation the District might otherwise have to negotiate over its decision(s) concerning any subject matter within the scope of representation, as defined under California Government Code §3504 et.seq., or over the impact or effect of such decision(s), during the term of this MOU, whether or not any such subject is addressed generally or specifically by this MOU, and whether or not any such subject was negotiated, or was within the specific contemplation or knowledge of either the District or the Union, during negotiations leading to this MOU. Nothing herein shall preclude negotiations over any subject matter within the scope of representation as part of successor MOU negotiations conducted pursuant to Article 27 (**Term of MOU**) below or over a substitute provision necessitated by operation of Article 24 (**Severability**).

ARTICLE 26 - ENTIRE AGREEMENT

This written MOU sets forth the full and complete MOU between the District and the Union on all subjects generally or specifically addressed and contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon. There are no valid or binding representations, practices, inducements, promises, or agreements, oral or otherwise, between the District and the Union, except those embodied in writing herein.

[SIGNATURES ON NEXT PAGE]

ARTICLE 27 - TERM OF MOU

This MOU shall take effect on the date it is adopted by the District Board of Directors following ratification by the Union membership and signing by an authorized Union representative, and will remain in effect for three (3) years thereafter. This MOU shall automatically renew from year to year in one year terms thereafter unless, between one hundred fifty (150) and one hundred eighty (180) days before the three (3) year anniversary date of this MOU or the subsequent annual termination date, either party delivers to the other written notice of its desire to negotiate the terms of a successor MOU.

Signed this _____ day of _____, 2021.

For the District:

For the Union:

Frank Axe, Chairman
Board of Directors

Aaron Martinez, President

Walter White, Fire Chief

Shaun Gonsalves, Vice President

NEGOTIATED:

NEGOTIATED:

Gregory Ramirez, Chief Negotiator
Industrial Employers and
Distributors Association

Mark Bartley, Labor Relations
Consultant and Chief Negotiator
Mastagni, Holstedt, P.C

APPENDIX A
BASE WAGE RATE SCHEDULE

***Step Increase Conditions:**

An employee's initial step assignment on entry into District service will be determined by the District in its exclusive discretion.

An employee will remain in a step for a period of one year before he or she will be eligible for an increase to the next step, if any, of the applicable base wage range.

An eligible employee's movement to the next step of the applicable base wage range is not automatic but, rather, will be based on whether, in the District's exclusive judgment, the employee has rendered satisfactory performance so as to merit the increase.

Step increases will take effect on the first day of the first full pay period on or after the District approves the increase, but not before the employee has completed at least one year of service since their initial employment or last step increase, whichever is later.

EXHIBIT A

AMADOR FIRE PROTECTION DISTRICT PAY RATE SCHEDULE

The pay rate and FLSA status of full time employees classified as Firefighter, Fire Engineer, Fire Captain, Battalion Chief, and Fire Chief for the work schedules listed are as follows:

<u>Classification</u>	<u>Work Schedule</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>FLSA</u>
Day Firefighter	Non-24 Hr. Shift Hourly Rate	\$ 19.45	\$ 20.04	\$ 20.64	\$ 21.25	\$ 21.89	Sec. 7(k) partial exemption
Shift Firefighter	<u>24 Hour Shift</u> Hourly Rate	\$ 15.20	\$ 15.66	\$ 16.12	\$ 16.61	\$ 17.11	Sec. 7(k) partial exemption
Fire Engineer	<u>24 Hour Shift</u> Hourly Rate	\$ 17.52	\$ 18.05	\$ 18.60	\$ 19.13	\$ 19.71	Sec. 7(k) partial exemption
Fire Captain	<u>24 Hour Shift</u> Hourly Rate	\$ 19.30	\$ 19.87	\$ 20.48	\$ 21.08	\$ 21.70	Sec. 7(k) partial exemption
Deputy Fire Marshal	<u>40 Hour</u> Hourly Rate	\$ 34.90	\$ 36.65	\$ 38.48	\$ 40.40	\$ 42.43	Sec. 7(k) partial exemption
Battalion Chief	<u>40 Hour/Flex</u> Monthly Salary	\$ 6,108.07	\$ 6,291.39	\$ 6,479.91	\$ 6,677.83	\$ 6,874.03	Exempt
Fire Chief	<u>40 Hour</u> Monthly Salary	\$ 7,922.53	\$ 8,160.19	\$ 8,405.01	\$ 8,657.15	\$ 8,916.88	Exempt

STEP INCREASE

A. An employee shall remain in a step for a period of one year before being eligible for a step increase.

B. An eligible employee's step increase will be effective the first day of the first full pay period on or after the anniversary date of the position held by the employee.

C. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon an employee's performance and length of service.

EXHIBIT A

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The pay rate and FLSA status of full time employees classified as Firefighter, Fire Engineer, Fire Captain, Battalion Chief, and Fire Chief for the work schedules listed are as follows:

<u>Classification</u>	<u>Work Schedule</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>FLSA</u>
Day Firefighter	Non-24 Hr. Shift Hourly Rate	\$ 20.23	\$ 20.84	\$ 21.47	\$ 22.10	\$ 22.77	Sec. 7(k) partial exemption
Shift Firefighter	<u>24 Hour Shift</u> Hourly Rate	\$ 15.81	\$ 16.29	\$ 16.77	\$ 17.27	\$ 17.79	Sec. 7(k) partial exemption
Fire Engineer	<u>24 Hour Shift</u> Hourly Rate	\$ 18.22	\$ 18.77	\$ 19.34	\$ 19.90	\$ 20.50	Sec. 7(k) partial exemption
Fire Captain	<u>24 Hour Shift</u> Hourly Rate	\$ 20.07	\$ 20.66	\$ 21.30	\$ 21.92	\$ 22.57	Sec. 7(k) partial exemption
Deputy Fire Marshal	<u>40 Hour</u> Hourly Rate	\$ 36.30	\$ 38.11	\$ 40.02	\$ 42.02	\$ 44.12	Sec. 7(k) partial exemption
Battalion Chief	<u>40 Hour/Flex</u> Monthly Salary	\$ 6,352.40	\$ 6,543.04	\$ 6,739.11	\$ 6,944.94	\$ 7,148.99	Exempt
Fire Chief	<u>40 Hour</u> Monthly Salary	\$ 8,239.43	\$ 8,486.60	\$ 8,741.21	\$ 9,003.44	\$ 9,273.55	Exempt

STEP INCREASE

A. An employee shall remain in a step for a period of one year before being eligible for a step increase.

B. An eligible employee's step increase will be effective the first day of the first full pay period on or after the anniversary date of the position held by the employee.

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Day Firefighter	Non-24 Hr. Shift Hourly Rate	\$ 20.84	\$ 21.47	\$ 22.11	\$ 22.76	\$ 23.45	Sec. 7(k) partial exemption
Shift Firefighter	<u>24 Hour Shift</u> Hourly Rate	\$ 16.29	\$ 16.78	\$ 17.27	\$ 17.79	\$ 18.33	Sec. 7(k) partial exemption
Fire Engineer	<u>24 Hour Shift</u> Hourly Rate	\$ 18.76	\$ 19.34	\$ 19.92	\$ 20.49	\$ 21.11	Sec. 7(k) partial exemption
Fire Captain	<u>24 Hour Shift</u> Hourly Rate	\$ 20.68	\$ 21.28	\$ 21.94	\$ 22.58	\$ 23.24	Sec. 7(k) partial exemption
Deputy Fire Marshal	<u>40 Hour</u> Hourly Rate	\$ 37.39	\$ 39.26	\$ 41.22	\$ 43.28	\$ 45.45	Sec. 7(k) partial exemption
Battalion Chief	<u>40 Hour/Flex</u> Monthly Salary	\$ 6,542.97	\$ 6,739.33	\$ 6,941.28	\$ 7,153.29	\$ 7,363.46	Exempt
Fire Chief	<u>40 Hour</u> Monthly Salary	\$ 8,486.62	\$ 8,741.20	\$ 9,003.45	\$ 9,273.54	\$ 9,551.76	Exempt

STEP INCREASE

A. An employee shall remain in a step for a period of one year before being eligible for a step increase.

B. An eligible employee's step increase will be effective the first day of the first full pay period on or after the anniversary date of the position held by the employee.

C. A step increase is not an automatic payroll adjustment. Eligibility for a step increase will be based upon an employee's performance and length of service.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. x391

☐ Regular Agenda
☒ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title:

Subrecipient Agreement- Premium Pay AFPD

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Discussion and possible action of the sub-recipient agreement attached. In summary it is to accept premium pay, using a portion of what the County of Amador received (from the American Rescue Plan Funds) and disperse to all eligible personnel of the District to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

Recommendation/Requested Action:

Approve as presented

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Contract Attached:

Yes ☒

No ☐

N/A ☐

Resolution Attached:

Yes ☒

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

Return both agreements to First Capitol Auction, Inc. for full execution.

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ____ No ____

Unanimous Vote: Yes ____ No ____

Ayes: _____

Resolution _____

Ordinance _____

Other _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District

ATTEST _____

AFPD Board Clerk

AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT

THIS AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT (this "Agreement") is entered into as of _____, 2021 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the AMADOR FIRE PROTECTION DISTRICT, a California fire protection district ("District").

RECITALS

A. On March 11, 2021, the President signed into law the American Rescue Plan Act ("ARPA"), Public Law 117-2. Section 602(b) and 603(b) of the Social Security Act as added by section 9901 of ARPA authorized the Department of the Treasury to make payments from the Coronavirus State and Local Fiscal Recovery Funds ("ARPA Funds") to certain eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

B. The County has been allocated approximately \$7.7 Million in ARPA Funds.

C. ARPA authorized the County to expend ARPA Funds for the following purposes:

- (1) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (3) for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or
- (4) to make necessary investments in water, sewer, or broadband infrastructure.

D. ARPA further authorizes the County to transfer ARPA Funds to certain private non-profit organizations, or special-purpose unit of State or local government for expenditures involving the same allowable purposes as indicated above.

E. The District, which qualifies as a special-purpose unit of local government, has requested from the County an amount not to exceed \$71,000 for the purpose of providing \$2,000 in hazard pay to each of the District's qualifying employees.

F. The County is willing to reimburse the District from ARPA funds for the purpose of allowing the District to provide premium pay to its qualifying employees as permitted under ARPA pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. REIMBURSEMENT OF HAZARD PAY. The County agrees to reimburse the District in an amount not to exceed \$71,000 ("Grant Funds") for the purpose of reimbursing the District for providing premium pay to each of the District's qualified employees, as defined in Section 3 below. The County shall pay the Grant Funds to the District on a reimbursement basis only for actual costs incurred as provided in this Agreement. The County is not obligated to reimburse any expenses that the County, in its sole discretion, determines to be ineligible.
3. THE DISTRICT'S OBLIGATIONS. In order to receive reimbursement from the County, the District shall do all of the following:
 - a. The District shall use the Grant Funds solely for reimbursing the costs of providing premium pay to its qualifying employees. Premium pay is a sum of up to \$2,000 per qualifying employee and shall be additive to their regular wages.

Qualifying employees are defined as exclusively full-time employees of the District whose assigned job duties require that 1) the employee regularly be required to work face-to-face with the general public, 2) the employee regularly work face-to-face with other District staff that may have been exposed to the general public, 3) the employee regularly be required to physically handle items that were also handled by others, or 4) employees deemed critical to protect the health and well-being of residents.
 - b. The District shall only seek reimbursement for expenses as described in this agreement that have not been reimbursed in whole or part by any other federal funds.
 - c. District shall comply with all federal and state laws and requirements regarding ARPA Funds, including but not limited to the American Rescue Plan Act, the U.S. Treasury CLFR Interim Final Rule (31CFR Part 35) and any related Guidance or FAQs, and the Local Fiscal Recovery Fund Award Terms and Conditions, included hereto as Attachment A.

- d. The District shall actively cooperate in any review or audit of the County's expenditures of ARPA Funds as it relates to any reimbursement to the District.
 - e. In the event any reimbursement to the District is determined ineligible for reimbursement by any state or federal agency, the District agrees to hold harmless the County and to repay any disallowed amounts to the County within 120 days of any final determination.
 - f. Following payment of the premium pay to all its qualifying employees, District shall submit an invoice to the County for reimbursement. District shall include any additional documentation requested by the County.
4. PAYMENT. Within 30 days of receipt of a completed invoice and any necessary documentation, the County will remit a reimbursement payment to District.
5. TERM. This Agreement shall go into effect on the date indicated above, and shall end on Jun 30, 2022, unless extended in writing by the parties; except that the District's obligations set forth in subparagraphs c, d, e, and f of paragraph 3, above, shall remain in effect during the pendency and resolution of any review or audit, or until the expiration of any state or federal audit period related to the expenditure of ARPA Funds, whichever is later.

TERMINATION. County reserves the right to terminate this Agreement with or without cause on thirty (30) calendar days written notice to District with the reasons for termination stated in the notice.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To District: NAME
 TITLE
 ADDRESS
 CITY, CA ZIP

To County: Chuck Iley
 County Administrative Officer
 810 Court Street
 Jackson, CA 94642

7. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.

8. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.
9. DISTRICT NOT EMPLOYEE OF COUNTY. It is understood that District is not acting hereunder as an employee of County, but solely as an independent district. District, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, District has no authority or responsibility to exercise any rights or power vested in County. It is understood by both District and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. INDEMNIFICATION. District agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of District or District's officers, agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of District by any person or entity. District's indemnity obligations shall not be limited by the amount of insurance provided.
11. CONFLICT OF INTEREST. District warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. District further agrees that in the performance of this Agreement no person having any such interest shall be employed by District.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

AMADOR FIRE PROTECTION DISTRICT

BY: _____
Chairman, Board of Supervisors

BY: _____

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
District Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for Amador Fire Protection District

BY: _____
Gregory Gillott

BY: _____

**AMADOR COUNTY
ADMINISTRATIVE AGENCY**



County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer

DATE: December 6, 2021

RE: Eligibility and Justification for Premium Pay to Employees of the Amador Fire Protection District using American Rescue Plan funds

Background:

Amador County will be receiving \$7.7M of Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act (ARPA). These funds are to provide an infusion of resources to help turn the tide on the COVID-19 public health emergency, address its negative economic impacts and invest in recovery.

One of the primary funding objectives for Recovery Funds is responding to workers who are performing essential work during the COVID-19 public health emergency by providing premium pay for essential work. Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Under section 603 (c) (3) of the Social Security Act, Counties who are direct recipients of the ARPA SLFRF have the transfer authority to a special-purpose unit of local government to carry out a program on behalf of the recipient. The transferee becomes the subrecipient of the funds, and must abide by the restrictions on applicable use and program guidance. Under this provision, it is the County's intent to provide Premium Pay funding to Amador Fire Protection District.

Premium Pay Eligibility

All employees in the Amador Fire Protection District (AFPD) are essential workers in critical infrastructure sectors of Amador County. Firefighters, Engineers, Captains and Chiefs regularly have in-person interactions with the public in an emergency response-first responder environment during their duties of providing protection for the health and well-being of the residents of Amador County. The administrative positions of the AFPD provide critical operations by providing administrative and management support to the first responder positions,

allowing them to continue providing the in-person response necessary in carrying out their duties. The County Administrative Officer has authorized all positions in AFPD to be essential workers and critical in the operations of Amador County and the protection of the health and well-being of Amador County residents and eligible for Premium Pay.

Premium Pay Justification

Providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken on by essential workers. If the premium pay increases their total compensation over 150% of the states average annual wage for all occupations or the residing county's annual average wage, whichever is higher, as defined by the Bureau of Labor Statistic's Occupational Employment and Wage, then additional justification as to how the premium pay is responsive to those employees is required. The State's average income is higher than Amador County's as of May 2021, thus we will be using that as the benchmark.

The premium pay that is being given will respond to those employees making over the 150% of California's average wage equally as with those that fall under the 150% average. The State's average income as of May 2020 for all occupations per the Bureau of Labor Statistics' Occupational Employment and Wage Statistics index is \$65,740.

AFPD members have a high exposure to COVID-19 during the course of performing their daily work. The continued service that is provided during critical periods of the pandemic is essential to the public safety of the community. The County feels justified in authorizing the premium pay to all employees in AFPD who were a part of and continue to be a part of carrying out essential services during the pandemic.

The attached schedule (a) lists classifications within the Amador Fire Protection District that have the possibility of exceeding the 150% California average pay.

Premium Pay

Amador Fire Protection District will pay all full time represented and non-represented employees a one-time payment of \$2,000.00 for the elevated risks they have faced and continue to face during the COVID-19 public health emergency. The Eligibility period for the premium pay is employees actively employed by the Amador Fire Protection District at Board adoption of the Premium Pay Agreement.

Recommendation:

Approve the eligibility and justification for premium pay for all members of the Amador Fire Protection District, including those who might exceed 150% of the state's average income, and authorize using American Rescue Plan Act funds for payment of the Premium Pay.

Schedule (a)

Classifications that could exceed 150% of state's average annual income

Amador Fire Protection District

Engineer Firefighter

Captain Firefighter

Battalion Chief

Fire Chief

ADMINISTRATIVE MATTERS

(1) ANNUAL FIRE PREVENTION BUSINESS INSPECTION UPDATE: Report and discussion relative to subject matter.

(2) 2022 BOARD OF DIRECTORS MEETING SCHEDULE PROPOSAL: Discussion relative to subject matter and possible action.

(3) NOVEMBER VEHICLE MAINTENANCE REPORT: Report and discussion relative to subject matter.

(4) NOVEMBER TRAINING REPORT: Report and discussion relative to subject matter.

MISCELLANEOUS MATTERS

(5) MINUTES: Discussion and possible action. Review and approval of the regular minutes from November 16, 2021.

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. x391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title:

UPDATE ON ANNUAL BUSINESS INSPECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report only, no attachment(s)

Recommendation/Requested Action:

n/a

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☒

N/A ☒

Resolution Attached:

Yes ☐

No ☒

N/A ☒

Ordinance Attached

Yes ☐

No ☒

N/A ☒

Comments:

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ____ No ____

Unanimous Vote: Yes ____ No ____

Ayes _____

Resolution _____

Ordinance _____

Other _____

Noes _____

Resolution _____

Ordinance _____

Absent _____

Comments _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST: _____

AFPD Board Clerk

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. 391

- ☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session

Meeting Date Requested:

12/15/2021

Department Head Signature _____

Agenda Title: Adopt an Annual Meeting Schedule for the Year 2022

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

2022 proposed meeting schedule for the Amador Fire Protection District Board of Directors (in purple)

Recommendation/Requested Action:

Adopt schedule as presented

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: _____

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes _____

Resolution _____

Ordinance _____

Other _____

Noes _____

Resolution _____

Ordinance _____

Absent _____

Comments _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District

ATTEST: _____

AFPD Board Clerk

Amador Fire Protection District Board of Directors 2022 Draft Meeting Schedule

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Board of Supervisors Meetings
- County Holidays – District Office Closed
- Board of Equalization Meeting
- Amador Fire Protection District Board of Directors Meetings
- CSAC/RCRC/NACO Conference

CSAC Annual Conference 11/14-11/18
 RCRC Annual Conference 9/14-9/16
 NACO Annual Conference 7/21-7/24
 CSAC Legislative Conference 4/20-4/21

Notes: Board of Equalization meetings are not scheduled in June, July, and August, but may be scheduled as needed on a non-BOS meeting Tuesdays which occur usually first part of the morning. Only 11 Holidays are shown since New Years Day is observed in 2021 (Dec 31).

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. 391

- ☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session

Meeting Date Requested:

12/15/2021

Department Head Signature _____

Agenda Title:

VEHICLE MAINTENANCE REPORT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report of expenses for maintenance and repair of District vehicle fleet during the month of November

Recommendation/Requested Action:

Review attached report

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments:

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___ Unanimous Vote Yes ___ No ___

Ayes _____

Resolution _____

Ordinance _____

Other _____

Noes _____

Resolution _____

Ordinance _____

Absent _____

Comments _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST _____

AFPD Board Clerk

Vehicle Description	VIN License Number	IMPLEMENTS July 1, 2017/18 Beginning of Fiscal Year Mileage	21/22 FY Odometer Reading	Repair Hours / Comments (out of service, Mile., etc. if applicable)	Dates	Maintenance Performed (description)	November Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
C-5100 - 2015 Ford Explorer AWD (Fire Chief)	1FM5K8AR7GCB25939 (E) 1460509	19,530	76,877				\$0.00	\$4,534.00
C-5107 (Chew) - 2010 Ford Expedition XLT 4x4 (Prevention) (marked on vehicle 5101,5108)	1FMJ1UG29AEA43199 (E) 1305976	162,270	223,242		7/13/21 7/20/21 8/10/21 11/08/21	Sterlings - A Service (\$79.39) Jackson Tires - 4 New Tires (\$1,021.20) Sterlings - Interior Door Handle (\$146.69) Sterlings - A Service, axle Housing, transfer case, pinion shaft seal (\$191.25)	\$191.25	\$24,470.61
C-5102 (Watkins) 2016 Ford F250 4x4 (Battalion Chief) (marked on vehicle 5103)	1FT7X2B60CEA66410 (E) 1485648	19,611	107,149		8/24/21 11/9/21	Sterlings - A Service, Brake Rotors and Pads (\$1,012.69) Riebes - lights, misc. parts (\$123.55)	\$123.55	\$12,749.57
C-5103 (Battalion Chief) 2011 Ford F250 4x4 (marked on vehicle 5104)	1FT7X2B62BEA38761 (E) 1306900	92,337	146,761				\$0.00	\$18,549.97
C-5105 (Command) 2012 Ford Expedition 4x4 (Battalion Chief)	1FMJ1UGSKCEH67167 (E) 1401123	67,531	92,010		11/8/21	Sterlings - A/C service and rear latch handle (\$1,162.58)	\$1,162.58	\$8,807.75
C-5104 (Yelinek)-2009 Ford F250 4x4 (Battalion Chief) (marked on vehicle 5106)	1FTSX21509EAL5399 (E) 1294991	65,530	101,028		8/10/21 8/10/21 8/24/21 10/31/21 11/09/21 11/22/21 11/29/21	Jackson Tire - 2 Tire sensors (\$223.84) Jackson Tire - turn disc brakes/rotors (\$110.00) Sterlings - A Service, Transmission Service (\$2,252.27) Sterlings - Speed sensor and Ignition Switch (\$1,887.87) Riebes - Air Filter, lamp, and Inverter (\$130.63) Jackson Tire - Rear Brakes (\$171.92) US Bank - 1AAuto - 2 piece tail light set (\$75.37)	\$377.92	\$19,522.08
E-5111 2015 Rosenbauer 4x4 (111 First Out)	54F7CB417FWM11449 (E) 1408122	19,474	-	OOS - Burtons	9/22/21 11/9/21	Burtons Fire - Cushion with switch (\$389.40) Riebes - Oil, Misc Parts (\$77.51)	\$77.51	\$40,247.42
E-5113 1991 KME 4x4	1HTSEPC4NE415881 (E) 349699	80,306	88,131		10/31/21	Jackson Tire - Repair Tire at Station (\$214.50)	\$0.00	\$18,504.59

Vehicle Description	VIN License Number	IMPLEMENTED July 1, 2017/18 Beginning of Fiscal Year Mileage	21/22 FY Odometer Reading	Repair Hours / Comments (out of service, misc, etc. if applicable)	Dates	Maintenance Performed (description)	November Total Cost this Month	Total Cost of Vehicle starting July 2016 (implementation of report)
SQ-5115 2003 Ford F350 4X4 (previously SQ-145)	1FDWE37P23ED60337 (E)1159107	42,236	44,515				\$0.00	\$12,578.53
WT-5116 2015 Kenworth	2NKHJ8X9FM487394 (E)1410351	2,230	4,543		11/22/21	Lynch's - B Service, repair leaking water tank, weld tank (\$2,296.58)	\$2,296.58	\$7,712.26
WT-5116 2015 Kenworth	2NKHJ8X9FM487394 (E)1410351						\$0.00	\$0.00
E-5123 2001 International Westmark	1HTSEADR71H370327 (1034294)	99,018	100,957		8/10/21 9/28/21 9/28/21 10/31/21 10/31/21 10/31/21 11/9/21	Jackson Tire - 6 new tires (\$2,648.01) The Radiator Doc - radiator (\$1,485.41) Doug Veerkamp - Install radiator, A Service (\$1,832.51) Doug Veerkamp - Replace Thermostat on Engine (\$507.93) US Bank - O'Reilly Cool Temp Sensor (\$17.69) O'Reilly's - Headlight and Power Steering and Oil (\$101.26) Riebes - Misc. parts, solenoid, misc. parts (\$208.31)	\$208.31	\$16,124.82
SQ-5125 2008 Ford F350 (Previously SQ-115)	1FDWX37RX8EC15309 (E)1281212	99,175	111,712		11/9/21	Riebes - Battery (\$326.37)	\$326.37	\$9,278.72
WT-5126 2007 Kenworth	2NKMHZX67M199258 (E)1212617	16,891	20,091		11/08/21	Lynch's - Air gov. leaking, replc'd completter dryer unit and B Service (\$2,558.12)	\$2,558.12	\$23,455.11
E-5141 2018 Rosenbauer (114 First Out)	54F2CA414JWM12044 (E)1369499	0	32,054		9/22/21 11/09/21 11/22/21	Burtons Fire - HVAC service, coolant leak, transfer case seal (\$4,935.79) Riebes - Antifreeze, hose clamps, misc. parts (\$303.97) Burtons Fire - Silicone coolant hoses fail (replacement) (\$3362.24)	\$3,666.21	\$33,654.02
WT-5146 1996 International	1HTSDADR7TH397632 (E) 035872	38,174	47,940		11/29/2021	Jackson Tire - 6 New Tires (\$3,532.60)	\$3,532.60	\$21,553.11
E-5148 2003 HME (reserve) (Previously E-5141)	44KKT4822W220024 (E)1159077	82,595	118,563		10/19/21 11/9/21	Doug Veerkamps - A Service, Coolant Leak (\$1120.52) Riebes - Starter solenoid switch (\$30.70)	\$30.70	\$57,391.41
E-5214 2008 Ford F550	1FDAX57R58EB35812 (E)1281210	28,278	32,306				\$0.00	\$8,016.17
WT-5216 2015 Kenworth	2NKHJ8X9FM457393 (E)1410352	3,030	10,748		7/20/21	Veerkamps - A Service, Low Coolant Lamp (\$2,241.35)	\$0.00	\$6,447.85

Vehicle Description	VIN	IMPLEMENTS July 1, 2017/18 Beginning of Fiscal Year Mileage	21/22 FY Odometer Reading	Repair Hours / Comments (not at service, Mile, etc. if applicable)	Dates	Maintenance Performed (description)	November Total Cost this Month	Total Cost of Vehicle starting July 2016 (Implementation of report)
E-5221 2003 HME	44KFT4284QVWZ20025 (E) 1159078	97,576	133,744		7/13/21 8/30/21 11/9/21	Veerkamps - Ck Coolant Leak @ Radiator, A/C Svc, Leak @ Reservoir (\$3,122.64) Plymouth Ace Hardware - Misc. Parts (\$50.99) Riebes - Fittings, gasket, oil, switch, parts (\$259.52)	\$259.52	\$45,150.22
E-5222 1991 KME	1HTSDPCRNH416110 (E) 346656	54,320	59,071		10/31/21	Burton's - Speaker Siren (\$280.85)	\$0.00	\$3,813.14
E-5223 1998 International	1HTSDADRGWH51543 (E) 952299	38,623	48,201				\$0.00	\$18,374.06
E-5228 2000 HME (122 First Out)	44KFT4287XWZ19055 (E) 959496	49,507	-	OOS, Mello Transmission	7/20/21 9/7/21 9/16/21	Veerkamps - Coolant Leak @ Front of Engine (\$375.00) Derotic - cab lift control, power steering maintenance, fuel tank leaking, AC, and look into *exhaust break issue (\$11,537.66) Mello Transmission - No Retarter (\$1,188.27)	\$0.00	\$30,617.96
WT-5236 2007 Kenworth	2NKMHHZ8X87M199259 (E) 1212616	9,833	11,991		7/20/21 11/23/21	Veerkamps - A Service (\$545.74) Veerkamps - Repair Axel seal leaking, A/C not cooling (\$285.26)	\$285.26	\$2,686.78
1989 Piere Ariel	1P9CA027KA048434 (E) 1274912							
U-5310 2008 Ford (Utility)	1FTSW21B9HEC31862 (E) 5V25580	30,500	33,478				\$0.00	\$0.00
E-5361 2016 Rosenbauer (116 First Out)	54F7CA512GWM11580 (E) 1425867	8,502	40,499		7/31/21 8/20/21 8/31/21 09/30/21 10/31/21 10/31/21 11/09/21 11/30/21	JRCH Reimbursement - June (\$-1019.51) JRCH Reimbursement - July (\$0.00) Jackson Tires - 4 new tires - (\$2,093.31) JRCH Reimbursement - Aug (\$-2,093.31) Burtons - Coolant Alarm (\$294.00) JRCH Reimbursement - Sept (\$0.00) Riebes - Radiator cap, parts (\$113.08) JRCH Reimbursement - Oct (\$-294.00)	-\$180.92	\$17,590.49
E-5364 2008 Ford F550 4x4	1FD0AW57R38EC3893 (E) 1356772	32,581	40,761		7/13/21 7/31/21 8/31/21 9/30/21 10/31/21 11/30/21	Sterlings - Disc Rotor, Caliper, Brakes (\$1,683.91) JRCH Reimbursement - June (\$-1,334.78) JRCH Reimbursement - July (\$-1,683.91) JRCH Reimbursement - Aug (\$0.00) JRCH Reimbursement - Sept (\$0.00) JRCH Reimbursement - Oct (\$0.00)	\$0.00	\$16,197.34

Vehicle Description	VIN License Number	IMPLEMENTED July 1, 2017/18 Beginning of Fiscal Year Mileage	21/22 FY Odometer Reading	Repair Hours / Comments (cost of service, Misc., etc. if applicable)	Dates	Maintenance Performed (description)	November Total Cost this Month	Total Cost of Vehicle starting July 2016 (supplementation of report)
E-5368 2007 E-ONE	4ENGAAAB371002458 (E) 1356273	62,266	104,928		7/31/21 08/31/21 8/31/21 9/30/21 10/31/21 11/08/21 11/09/21 11/23/21 11/30/21	JRCH Reimbursement - June (\$0.00) Burtons - Coolant leak, oil check, AC, PTO shaft seal leak (\$19,516.22) JRCH Reimbursement - July (\$0.00) JRCH Reimbursement - August (\$-19,516.22) JRCH Reimbursement - Sept (\$0.00) Glass Doctor - Windshield Repair (\$100.00) Riebes - Retainer (\$7.53) Doug Veerkamp - Air leak at ball valve in air tank (\$750.00) JRCH Reimbursement - Oct (\$0.00)	\$857.53	\$32,837.70
							\$15,773.09	\$510,865.68

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. 391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title:

TRAINING REPORT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Report of District Wide Training for the month of November.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required?

Yes ☐

No ☒

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments:

Committee Review?

N/A ☒

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action Approved Yes ___ No ___

Unanimous Vote Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District.

ATTEST _____

AFPD Board Clerk

<u>Month</u>	<u>Emergency Reporting</u>	<u>Target Solutions</u>	<u>Total Hours</u>	<u>CAL JAC Hours</u>
July	581:20:00	214	795:20:00	58:30:00
August	411:55:00	152:30:00	564:25:00	55:20:00
September	578:00:00	138:00:00	716:00:00	182:30:00
October	454:20:00	156:00:00	610:20:00	118:30:00
November	582:20:00	140:30:00	722:50:00	165:00:00
December				
January				
February				
March				
April				
May				
June				



Daily Schedule

Date	Topic	Skill Sheet/Reference	Code
11/01/2021	Inclement Weather Driving/Chains		HBB
11/02/2021	Auto Extrication Classroom	Rio Hondo Truck Academy Powerpoint	DAB
11/03/2021	Traffic Collision Report on Conditions		LJB
11/04/2021	Traffic Control	Amador Fire Policy # 2.C.1	LJB
11/05/2021	Traffic Collision Report on Conditions		LJB
11/06/2021	Traffic Control	Amador Fire Policy # 2.C.1	LJB
11/07/2021	Traffic Collision Report on Conditions		LJB
11/08/2021	Traffic Control	Amador Fire Policy # 2.C.1	LJB
11/09/2021	Stabilization, Cribbing and R42	R-42 Powerpoint	DAD
11/10/2021	Airbags	Amador Fire Evolution #17	DAD
11/11/2021	Stabilization, Cribbing and R42	R-42 Powerpoint	DAD
11/12/2021	Airbags	Amador Fire Evolution #17	DAD
11/13/2021	Stabilization, Cribbing and R42	R-42 Powerpoint	DAD
11/14/2021	Airbags	Amador Fire Evolution #17	DAD
11/15/2021	Hydraulic Tools	Amador Fire Evolution #11	DAD
11/16/2021	Vehicle Fires		LSD
11/17/2021	Hydraulic Tools	Amador Fire Evolution #11	DAD
11/18/2021	Vehicle Fires		LSD
11/19/2021	Hydraulic Tools	Amador Fire Evolution #11	DAD
11/20/2021	Vehicle Fires		LSD
11/21/2021	Extrication Evolutions		LSD
11/22/2021	Extrication Evolutions		LSD
11/23/2021	Extrication Evolutions		LSD
11/24/2021	Extrication Evolutions		LSD
11/25/2021	Extrication Evolutions		LSD
11/26/2021	Extrication Evolutions		LSD
11/27/2021	FLAG Trailer Evolutions		LRD
11/28/2021	FLAG Trailer Evolutions		LRD
11/29/2021	FLAG Trailer Evolutions		LRD
11/30/2021	FLAG Trailer Evolutions		LRD

Monthly Target Solutions Assignments

EMS Traumatic Injury During Pregnancy	Sexual Harassment Prevention for Supervisors
NFPA 1001 Vehicle Extrication	NFPA 1500 Combustible & Flammable Liquids

Notes:

AGENDA TRANSMITTAL FORM

To: Amador Fire Protection Board of Directors

Date: 12/15/2021

From: Walter White
(Department Head - please type)

Phone Ext. x391

☒ Regular Agenda
☐ Consent Agenda
☐ Blue Slip
☐ Closed Session
Meeting Date Requested:
12/15/2021

Department Head Signature _____

Agenda Title: MINUTES

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Review and approval of the Board of Directors regular minutes of November 16, 2021 as presented or revised.

Recommendation/Requested Action:

Approve minutes as presented or revised

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts n/a

Is a 4/5ths vote required?

Yes ☐

No ☒

Committee Review?

N/A ☒

Name _____

Committee Recommendation: _____

Contract Attached:

Yes ☐

No ☐

N/A ☒

Resolution Attached:

Yes ☐

No ☐

N/A ☒

Ordinance Attached

Yes ☐

No ☐

N/A ☒

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions:

n/a

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes _____ No _____

Unanimous Vote: Yes _____ No _____

Ayes _____

Resolution _____

Ordinance _____

Other _____

Noes _____

Resolution _____

Ordinance _____

Absent _____

Comments _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador Fire Protection District

ATTEST: _____

AFPD Board Clerk

Completed by _____

**AMADOR FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

Meeting Was Recorded

Jackson, California
Tuesday, November 16, 2021
10:39 a.m.

The Board of Directors of the Amador Fire Protection District met in the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present:

Frank Axe, President, Chair Director
Pat Crew, Director
Jeff Brown, Director
Brian Oneto, Director

Absent:

Richard Forster, Vice President, Director

Staff:

Walter White, Fire Chief
Nicole Cook, Clerk of the Board

During the zoom teleconference, the Board meeting was interrupted by unexpected technical difficulties which occurred approximately 10:41 AM. The zoom meeting was terminated as a result. There was a break during this time; both teleconference and in-person. Once the technical difficulties were resolved, the meeting and zoom teleconference reconvened at 10:52 AM.

AGENDA

MOTION: It was moved by Director Crew and seconded by Director Oneto and carried 4-0-1 to approve the agenda.

PUBLIC MATTERS NOT ON THE AGENDA: None at this time.

ADMINISTRATIVE MATTERS

Promotion – Badge Pinning and Recognition: Chief White recognized and introduced Jemual Quesada who was promoted from Firefighter to Engineer Firefighter. His wife had the honor of pinning his badge. Chief White recognized and introduced Eric Paine. Eric promoted from Firefighter to Engineer and then from Engineer to Fire Captain in the last two months. His family had the honor of pinning his badge and bugles.

October Vehicle Report: Battalion Chief Justin Yelinek presented. Discussion ensued relative to subject matter.

October Monthly Call Report: Chief White presented. Discussion ensued relative to subject matter.

October Training Report: Battalion Chief Aaron Watkins presented. Discussion ensued relative to subject matter.

MISCELLANEOUS MATTERS:

Regular Minutes for Meeting from September 21, 2021: Discussion ensued relative to subject matter.

Special Minutes for Meeting from October 29, 2021: Discussion ensued relative to subject matter.

MOTION: It was moved by Director Crew and seconded by Director Brown and carried 4-0-1 to approve both sets of minutes listed above with no changes.

CLOSED SESSION: At 11:10 a.m., the Board recessed into closed session. The following people were present or teleconferenced during portions of this closed session: Fire Chief, Walter White and Greg Ramirez with IEDA. This portion of the meeting was not recorded.

REGULAR SESSION: At 11:20 a.m., the Board reconvened into regular session. The following matters were reviewed during closed session:

Conference with Labor Negotiators: [Pursuant to Government Code 54957.6]: Agency Designated Representative: Walter White, Fire Chief

Employee Organization: The Amador County Professional Firefighters Local 5181 Agreement for Professional Services between the District and IEDA, a subsidiary of Industrial Employers and Distributors Association.

Discussion ensued, direction given to staff.

Closed Minutes of October 29, 2021:

MOTION: It was moved by Director Oneto, seconded by Director Brown and carried 4-0-1 to approve the closed session minutes of October 29, 2021 as presented.

ADJOURNMENT: At 11:23 A.M. Chair Axe adjourned the meeting until next month, December.

Chair, Amador Fire Protection District