

**RESOLUTION NUMBER 24-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SALMON CREEK FIRE PROTECTION DISTRICT AUTHORIZING THE CHAIR  
TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH  
THE SALMON CREEK VOLUNTEER FIRE DEPARTMENT**

**WHEREAS**, the Salmon Creek Volunteer Fire Department (Department) was established in or around 1978 to provide fire protection services to the property and people located within the Salmon Creek Watershed; and

**WHEREAS**, the Salmon Creek Fire Protection District (District) was established in 2023 to provide a reliable funding source for fire and medical emergency services to the property and people located in the Salmon Creek Watershed; and

**WHEREAS**, the District is responsible for using these funds appropriately, to offer the greatest protection to the taxpayers and the community; and

**WHEREAS**, the District understands the historic role the Department has performed in providing emergency services to the Salmon Creek Watershed; and

**WHEREAS**, the District and Department share the same basic overall mission of providing safe, effective emergency services to the lands and people of the District; and

**WHEREAS**, a Memorandum of Understanding as been prepared between the District and the Department that establishes, clarifies and defines the parties and the parties' responsibilities to each other and to the taxpayers of the District; and

**WHEREAS**, the District and Department agree that the best way to continue to provide emergency services to the property and people of Salmon Creek Watershed is for the District to contract with the Department to provide said services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes the Chair to execute the attached Exhibit "A", Memorandum of Understanding Between the Salmon Creek Fire Protection District and the Salmon Creek Volunteer Fire Department.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Salmon Creek Fire Protection District, Miranda, CA, on June 17, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

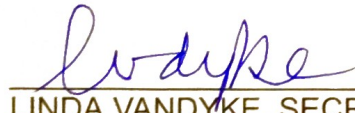
ABSENT:

SIGNED:



DAN GRIBI, CHAIR  
SALMON CREEK FIRE PROTECTION DISTRICT

ATTEST:



LINDA VANDYKE, SECRETARY/TREASURER  
SALMON CREEK FIRE PROTECTION DISTRICT

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE SALMON CREEK FIRE PROTECTION DISTRICT AND THE SALMON CREEK VOLUNTEER FIRE DEPARTMENT**

This Memorandum of Understanding (MOU) between the Salmon Creek Fire Protection District (District), a government board and the Salmon Creek Volunteer Fire Department (Department), a 501(c)(3) non-profit organization, is established to clarify and define the parties' responsibilities to each other and to the taxpayers of the District in order to further the provisions of emergency services to the people and land of the District.

## **BACKGROUND**

*The Department was established in or around 1978 to provide fire protection to the area within the Salmon Creek watershed. In 2021 the Department realized that, due to the drastic reduction in donations and bake sale revenues, that a reliable funding source needed to be established if the Department was going to be able to thrive. It was at that time that the Fire Chief, Dan Gribi, began the laborious process of creating the District. In 2023, with the help of the entire Department, and much of the community, this dream was realized with a 96% voter approval and consequent formation of the District.*

*The District is responsible for equitably adjusting and levying the dedicated Special Tax within the boundaries of the District. The District is also responsible for using these funds appropriately, to offer the greatest protection to the taxpayers and the community. For so long as the District determines that this goal can be accomplished by contracting with the Department to provide emergency services, the operations of the Department will be solely the purview of the Department staff and governing board.*

## **STIPULATIONS**

**The District and the Department share the same basic overall mission of providing safe, effective, emergency services to the lands and the people of the District.**

### **1. District Operations**

The District understands the historic role the Department has performed in providing fire protection services to the Salmon Creek Watershed and surrounding

areas. It is acknowledged that the voters assumed the funds collected would be primarily for the Department, but the District Board has operational responsibility for prudent use of taxpayer funds, which includes provision for a reasonable reserve and potential additional contracts or MOU's with future entities, it is agreed that any funds that may be redirected at a future date will come out of the operational period in which the contract applies to, and not out of previously collected tax revenues.

## **2. Department Operations**

The District, with one exception, will not seek to influence the Department's operations, procedures, organization, mutual aid agreements nor personnel decisions. The one exception is apparatus owned or on loan to the District from other governmental agencies that are in the care of and used by the Department for fire protection services.

## **3. Term**

The term of this renewable MOU between the District and the Department shall be for two (2) years from the date of ratification by both Boards. The term of this MOU is July 1, 2024 to June 30, 2026.

## **4. Meetings**

The Boards of the District and Department will meet at least once a year in a public meeting to discuss their relationship and the workings of the MOU and mutual financial matters. The District understands that the Department will continue to engage in fundraising that may, at times, surpass the revenue provided to them by the District; and those funds are the sole responsibility of the Board of Directors of the Department.

## **5. Budget & Funding**

First, it is understood that both the District and the Department are operating on a fiscal year basis of July 1 to June 30. The District is tasked with submitting to the County, by August 10 each year, a list of the parcels to be taxed and the amount of the annual special tax for the upcoming fiscal year. These special taxes will be the basis for funding the fiscal year's expenses.

By July 1 of each year, the District shall create an annual budget projecting the revenue to be collected from the special tax, showing the basis of this projection. In

addition, the District will propose the amounts the District will need to retain for direct expenses to the District, as well as any amount to be retained in reserve. This report will also reflect the amount remaining that will be available to the Department for disbursement for operational expenses. This budget shall be provided to the Department by July 1, as well as made available to the general public. The intent is to provide financial information on District anticipated revenues and expenses for the upcoming fiscal year to the general public and to provide the Department financial information needed for budgeting purposes.

Upon receipt of the proposed annual District budget, the Department will determine how these funds will be expended and will submit to the District, by no later than August 1, a Department budget delineating the proposed items of expense of these funds.

The District will review, assess and recommend amending, if necessary, and approve the Department's proposed budget. It is understood by both parties that this is a projected/anticipated expenditure budget and the Department will be allowed to exceed or expend less than specific line items budgeted. If there are specific line item expenses in the proposed budget that are objected to or opposed to by the District, then both parties will work together to address specific budgeted line item expenses, but this will not prevent the other portions of the budget being approved or funding delayed on the agreed upon portions of the budget. This will be the basis for the District's special tax funding of the Department's current fiscal year.

Once the District's final annual special taxes have been submitted to the County, any changes to the proposed District's budget of revenue and expenses will be amended and submitted to the Department and made available to the general public. The Department will amend its proposed budget accordingly to the increase or decrease of anticipated revenues and will submit its amended budget to the District.

It is assumed by both parties that the Department's overall annual budget will usually exceed the available District special tax revenues. It is the responsibility of the Department to determine which of their expenses will be paid with District special tax revenue within their proposed budget.

Bi-annually, after the due dates of the special tax assessments of December 10 and April 10, the District will issue a warrant to be paid to the Department for all available special tax revenue funds within the District's determined budgeted proposal.

## **5. Reports**

The District will provide a report to the Department by January 20 and May 20 stating the amount of revenue collected during the current tax period, the amounts directly expensed by the District, the amount being held in reserve and the amount available for disbursement to the Department.

The Department will submit bi-annual reports to the District by February 15 and June 30 documenting the usage of District funds.

## **6. Changes and Disputes**

This MOU is a public document. Changes to this MOU should be requested to be placed on the next District Board meeting agenda at least ten (10) days before the next meeting and the Department Board of Directors directly notified by email list provided by the Department to the District.

## **7. Liability**

The District and Department recognize that we live in a litigious society. Both parties to this MOU recognize that the other party has specific responsibilities which are solely controlled by that party. Only the District can request the County to levy a special tax on property located within the District boundaries, which can subject it to a lawsuit or other legal complaint. Similarly, the Department engages in hazardous activities as a regular part of its mission, and potentially endangers its own volunteers and the general public through its actions and the District has no management or control functions over any of these activities. To the extent available under law, each party releases the other, its Officers, Board, volunteers and employees from any actions that result in legal proceedings. Each party agrees to provide its own liability insurance, as necessary.

## **8. Contracts and Agreements**

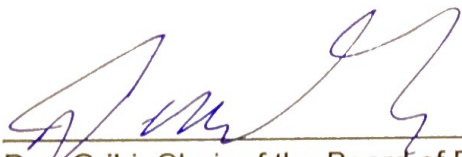
Other than this MOU, the District Board and Officers may not and will not authorize any action or agreement that deals with the business of the Department; and the Department Boards, Officers and Operating Officers (Chief and Assistant Chiefs) may not and will not authorize any action or agreement that deals with the business of the District. Specific exceptions may be made from time to time upon approval of the respective Boards of Directors of the parties.



## 9. Capacity to Enter Into an MOU

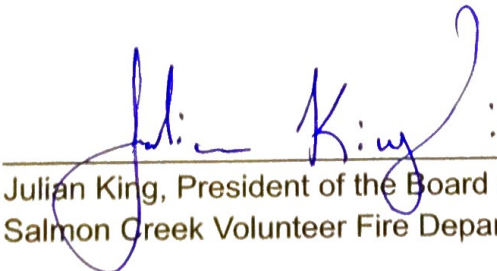
The District operates under Health and Safety Code of the State of California, Division 12 Fires and Fire Protection, Part 2.7, Fire Protection Law of 1987, Chapters 1 through 11, Sections 13800 through 13970, with a Board of Directors elected by District registered voters as governance. The Department operates as a volunteer fire department as defined and determined by the Health and Safety Code of the State of California, Division 12, Fires and Fire Protection, Part 4 Fire Companies in Unincorporated Towns, Chapters 1 through 3, Sections 14825 through 14860; and is a 501(c)(3) Nonprofit Organization, with a Board of Directors as governance. These two (2) parties serve and share the same jurisdictional area as legal entities, and work in concert with one another, and hereby enter into this Memorandum of Understanding.

After reviewing the contents of this document, with both parties to this MOU, we do hereby affix our signatures in agreement to the contents of this MOU.



Dan Gribi, Chair of the Board of Directors  
Salmon Creek Fire Protection District

6/17/24  
Date



Julian King, President of the Board of Directors  
Salmon Creek Volunteer Fire Department

6-17-24  
Date