



Tracy Rural County Fire Protection District

Agenda Item 4.5

STAFF REPORT

Meeting: Regular Meeting
Date: September 8, 2026
To: Board of Directors
Prepared by: Raychel Jackson, Board Clerk
Approved by: Craig Miller, Chairperson

Re: Approval of the Consultant Agreement for Board Clerk

RECOMMENDATION

☒ **Action Item** ☐ Non-Action Item

Approve the Consultant Agreement for the Board Clerk and authorize the Board Chair to execute the Agreement.

BACKGROUND

The District utilizes a Board Clerk to provide administrative support to the Board of Directors, including preparation and coordination of agendas, minutes, meeting materials, and other Board-related administrative duties.

The Board previously reviewed the Board Clerk's compensation and approved a 5% increase. The proposed Consultant Agreement formalizes the terms, scope of services, and compensation for the Board Clerk as an independent contractor.

FISCAL IMPACT

The fiscal impact is limited to the compensation established in the Consultant Agreement and will be paid from the applicable District administrative budget.

ATTACHMENTS

1. Consultant Agreement for Board Clerk

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
BOARD CLERK SERVICES

This Independent Contractor Agreement (“Agreement”) is entered into by and between **Tracy Rural County Fire Protection District**, a California Special Fire District (“District”), and **Raychel Jackson** (“Contractor”), collectively referred to as the “Parties.”

This Agreement is effective retroactive to July 1, 2026 (“Effective Date”), as approved and ratified by the District’s Board of Directors.

RECITALS

A. Tracy Rural County Fire Protection District is a California fire district organized and operating pursuant to applicable provisions of the California Health and Safety Code §§13800, et.seq.

B. The District requires administrative, clerical, records-management, and Board-support services in connection with the business and proceedings of its Board of Directors (“Board”).

C. The District desires to retain Raychel Jackson to provide Board Clerk services to the District.

D. Contractor has worked in this capacity for District and has demonstrated the requisite the experience, qualifications, knowledge, and ability necessary to provide the services described in this Agreement.

E. The Parties desire to establish the terms and conditions under which Contractor shall provide Board Clerk services to the District.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. SERVICES

1.1 Board Clerk

Contractor shall serve as the Board Clerk for the District and shall provide Board Clerk and related administrative services as authorized by the Board.

Services shall include, but are not limited to:

- Preparing and coordinating Board meeting agendas and agenda packets;
- Preparing and distributing legally required meeting notices;
- Attending regular, special, emergency, and other authorized Board meetings;
- Recording Board motions, votes, actions, and proceedings;

- Preparing draft and final Board minutes;
- Maintaining the official minutes and records of Board proceedings;
- Maintaining District resolutions, ordinances, policies, agreements, notices, and other official records;
- Assisting with records retention and organization;
- Assisting with responses to Public Records Act requests;
- Maintaining the Board's meeting calendar;
- Preparing or processing Board correspondence, certifications, notices, and related documents;
- Assisting with legally required filings and notices within the scope of the Board Clerk's responsibilities;
- Coordinating with District counsel, consultants, officers, and other representatives as necessary to perform the Services;
- Maintaining appropriate documentation of Board actions;
- Deliver election notices, serve as liaison with County Election Officials, provide candidate information, notify of board vacancies, and other elections related duties; and
- Performing other administrative duties reasonably related to the Board Clerk function and authorized by the Board.

1.2 Limitations of Authority

Contractor shall not independently:

- Bind the District to a contract or financial obligation;
- Approve expenditures;
- Adopt or modify District policies;
- Exercise authority reserved by law to the Board, Fire Chief, or other District officer;
- Provide legal advice;
- Make legal determinations on behalf of the District; or
- Take action requiring Board authorization without such authorization.

Legal questions shall be referred to District counsel.

2. TERM

The term of this Agreement shall commence retroactively on July 1, 2026, and shall continue through June 30, 2027, unless earlier terminated in accordance with this Agreement.

The retroactive effective date is intended to memorialize and ratify the Parties' agreement concerning Board Clerk services provided beginning July 1, 2026, subject to lawful approval by the District's Board of Directors.

Any extension or renewal of this Agreement shall require written approval by the District and Contractor.

3. COMPENSATION

3.1 Annual Compensation

For the Services satisfactorily performed under this Agreement, the District shall pay Contractor annual compensation of:

- **\$67,725.00** per year

The annual compensation is equivalent to:

- **\$5,643.75** per month

3.2 Compensation for Retroactive Period

Subject to Board approval and applicable law, Contractor shall be compensated for eligible Services performed beginning July 1, 2026, at the compensation rate established by this Agreement.

3.3 Additional Compensation

Contractor shall not be entitled to compensation in addition to the annual amount stated above unless specifically authorized in writing by the Board.

3.4 Expenses

The District shall reimburse Contractor for reasonable and necessary expenses incurred in performing the Services only when such expenses are:

1. Authorized in advance by the District;
2. Reasonably necessary for District business; and
3. Properly documented.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 Independent Contractor

The Parties intend that Contractor perform the Services as an independent contractor.

Contractor shall be responsible for determining the manner and means by which the Services are performed, subject to:

- applicable law;

- required Board meeting dates and times;
- legally mandated deadlines;
- required District deliverables;
- Board-authorized results and objectives; and
- the terms of this Agreement.

Nothing in this Agreement shall be interpreted as creating an employer-employee relationship unless such relationship is required by applicable law.

4.2 No Employee Benefits

Except as otherwise required by law, Contractor shall not be entitled to District employee benefits, including:

- Vacation;
- Sick leave;
- Health insurance;
- Dental or vision insurance;
- Retirement benefits;
- Unemployment benefits;
- Paid holidays; or
- Other benefits provided to District employees.

4.3 Taxes

Contractor shall be responsible for all federal, state, and local taxes arising from compensation paid under this Agreement to the extent required by law.

The District shall issue applicable tax reporting forms as required by law.

5. CONTRACTOR'S BUSINESS RESPONSIBILITIES

Contractor shall provide the ordinary tools, equipment, technology, and supplies necessary to perform the Services, except for District records, systems, materials, or equipment made available for District business.

Contractor may provide services to other clients, provided that doing so does not create a conflict of interest, violate confidentiality obligations, interfere with timely performance of the Services, or otherwise violate applicable law.

6. DISTRICT RECORDS

All District minutes, agendas, resolutions, ordinances, policies, correspondence, public records, electronic files, recordings, databases, documents, and other District records created, received, or maintained in connection with the Services shall remain the property of the District to the extent provided by law.

Upon termination or expiration of this Agreement, Contractor shall promptly return District property and records and shall reasonably cooperate with the District in transferring Board Clerk records and responsibilities.

7. CONFIDENTIALITY

Contractor shall protect confidential information obtained through performance of the Services.

Contractor shall not disclose confidential, privileged, personnel, attorney-client, security-sensitive, or otherwise legally protected information except as authorized by law.

Nothing in this Agreement shall prevent disclosure of records that the District is legally required to disclose.

8. PUBLIC RECORDS AND BROWN ACT

Contractor shall perform Board Clerk services in a manner consistent with applicable provisions of the California Public Records Act, Ralph M. Brown Act, Government Code, Health and Safety Code, and other applicable laws.

Contractor shall assist the District with:

- Meeting notices;
- Agenda preparation and posting;
- Meeting minutes;
- Board records;
- Public records requests; and
- Other legally required Board documentation within the scope of the Clerk's duties.

Contractor shall promptly refer legal questions concerning these requirements to District counsel.

9. CONFLICTS OF INTEREST

Contractor shall comply with all applicable California conflict-of-interest laws and District policies.

Contractor shall disclose any actual or potential conflict of interest concerning the Services.

If Contractor is legally required to file a Statement of Economic Interests (Form 700) or other disclosure, Contractor shall timely comply with that requirement.

10. INDEMNIFICATION

To the fullest extent permitted by California law, Contractor shall indemnify, defend, and hold harmless the District, its Board members, officers, employees, and agents from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from Contractor's negligent acts, omissions, willful misconduct, or violation of law in connection with the Services.

The District shall remain responsible for its own negligent acts, omissions, willful misconduct, or unlawful conduct to the extent required by law.

11. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws and regulations in performing the Services.

Contractor shall not knowingly take any action on behalf of the District that violates applicable law.

12. TERMINATION

12.1 Termination Without Cause

Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party.

12.2 Termination for Cause

The District may terminate this Agreement for material breach, fraud, dishonesty, willful misconduct, material violation of law, material failure to perform the Services, or unauthorized disclosure or misuse of confidential District information.

Where circumstances permit, the District shall provide reasonable notice and an opportunity to cure a material breach.

12.3 Payment Upon Termination

Upon termination, Contractor shall be entitled to payment for Services satisfactorily performed through the effective date of termination and authorized reimbursable expenses properly incurred before termination.

Contractor shall not be entitled to compensation for Services not performed.

13. NO SEVERANCE

Contractor shall not be entitled to severance, payment for unperformed Services, or other termination compensation solely because this Agreement is terminated, except as otherwise required by applicable law.

14. ASSIGNMENT

Contractor shall not assign this Agreement or subcontract material portions of the Services without the District's prior written approval.

15. DISTRICT POLICIES

Contractor shall comply with reasonable District policies concerning:

- Public records;
- Records retention;
- Information security;
- Confidentiality;
- Use of District property;
- Meeting procedures; and
- Protection of District information.

Such policies shall not be interpreted to alter the Parties' intended independent-contractor relationship or to impose requirements inconsistent with applicable law.

16. NOTICES

Notices under this Agreement shall be provided in writing by personal delivery, recognized overnight delivery, certified mail, or another method mutually agreed upon by the Parties.

District

Tracy Rural County Fire Protection District

Address: P.O. Box 731

City/State/Zip: Tracy, CA 95378

Attn: Board President

Contractor

Raychel Jackson

Address: 321 Park Avenue

City/State/Zip: Galt, CA 95632

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction in the county in which the District is located, unless otherwise required by law.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Board Clerk Services and supersedes prior oral or written agreements concerning the same subject matter.

Any amendment shall be in writing and approved by both Parties and, where required, by the District's Board of Directors.

20. AUTHORITY TO EXECUTE

Each person signing this Agreement represents that he or she has authority to execute this Agreement on behalf of the respective Party.

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original.

Electronic signatures may be used to the extent permitted by applicable law.

SIGNATURES

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

By: _____

Name: Craig Miller

Title: Board Chair

Date: _____

CONTRACTOR

RAYCHEL JACKSON

Signature: _____

Date: _____