



## RODEO - HERCULES FIRE PROTECTION DISTRICT

1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547

(510) 799-4561 • FAX: (510) 799-0395

### SPECIAL MEETING OF THE BOARD

December 15, 2016

7:00 p.m.  
Station 76  
1680 Refugio Valley Road  
Hercules, CA 94547

If any member of the public wishes to speak on any item on the agenda, please complete a speaker card and submit it to the Clerk of the Board. The Rodeo Hercules Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend, and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (510) 799-4561, at least one business day before the scheduled District Board meeting to ensure that the District may assist you.

**Director Prather may participate in the meeting via telephone conference call from 1093 Stonebridge Circle, Park City, Utah 84060. The agenda will be posted at the remote location, and the teleconference location will be accessible to the public.**

#### 1. CALL TO ORDER/ROLL CALL

PRESENT \_\_\_\_\_ ABSENT \_\_\_\_\_

#### 2. PLEDGE OF ALLEGIANCE

#### 3. PUBLIC COMMUNICATIONS

This is an opportunity and the time for citizens to address the Board on matters not appearing on the Board's agenda. In accordance with the provisions of the Brown Act, any questions or requests for information will be referred to staff for review and response as directed by the Board.

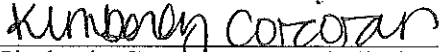
#### 4. WORKSHOP

*No action will be taken by the Board of Directors. Public Comments are limited to 3 minutes per speaker, subject to adjustment by the Chair. The public is invited to make comments on Agenda items at this time. To address the Board of Directors, you should complete a speaker card, hand it to the Board clerk, and speak clearly. The Board respectfully requests your name for inclusion in the record.*

A. Workshop for review and to take comment upon the DRAFT Contra Costa County Fire District Administrative Services Contract.

#### 5. ADJOURNMENT

I hereby certify that this agenda in its entirety was posted on December 12, 2016 at the Hercules Fire Station, 1680 Refugio Valley Road, Hercules, CA, the Rodeo Fire Station, 326 Third Street, Rodeo, CA, on the District's website at [www.rhfd.org](http://www.rhfd.org) and telecopied to the West County Times.

  
\_\_\_\_\_  
Kimberly Corcoran, Board Clerk

Any writings or documents provided to a majority of the Board of Directors regarding any item on this Agenda are available during normal business hours, for public inspection in the District offices, located at 1680 Refugio Valley Road, Hercules, CA 94564.

2739274.1



**RODEO - HERCULES FIRE PROTECTION DISTRICT**  
1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547  
(510) 799-4561 • FAX: (510) 799-0395

**SPECIAL MEETING OF THE BOARD**

December 15, 2016

**IMMEDIATELY FOLLOWING WORKSHOP**

Station 76  
1680 Refugio Valley Road  
Hercules, CA 94547

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4. POSSIBLE ACTION ITEM: CONTRACT FOR ADMINISTRATIVE SERVICES BETWEEN CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND RODEO HERCULES FIRE PROTECTION DISTRICT

5. POSSIBLE ACTION ITEM: AUTHORIZATION TO CHIEF CRAIG TO COMMENCE FIREFIGHTER RECRUITMENT AND PROMOTIONAL EXAMS

6. ADJOURNMENT

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2739274.1

***RODEO-HERCULES FIRE PROTECTION DISTRICT***

**MEMORANDUM**

**TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT**

**FROM: Bryan Craig, ACTING FIRE CHIEF**

**DATE: December 15, 2016**

**RE: Administrative Service Agreement**

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**BACKGROUND**

On November 10, at the regularly scheduled District Board meeting, the Fire District Board voted in favor of their commitment to move forward with the Administrative Service Agreement/Scope of Services Agreement with Contra Costa County Fire Protection District. The District Board of Directors gave direction to staff to facilitate a board workshop with CCCFPD to finalize contract details.

**RECOMMENDATION**

It is Staff's recommendation to enter into an Administrative Service Agreement with Contra Costa County Fire Protection District. By doing so, we will have aligned ourselves with an agency that will allow the Fire District to continue to be physically prudent, provide superior emergency services to our community, and the utmost safety to our membership. Through seamless auto and mutual aid, the CCCFPD will assist in providing the Fire District and the citizens of Rodeo and Hercules the full depth of CCCFPD resources.

AGREEMENT FOR FIRE ADMINISTRATION AND SUPPORT SERVICES BETWEEN  
THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE RODEO-  
HERCULES FIRE PROTECTION DISTRICT

This Agreement for Fire Administration and Support Services between the Contra Costa County Fire Protection District and the Rodeo - Hercules Fire Protection District, dated [—], 2016, (this “Agreement”) is made and entered into by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (“CCCFPD”), and the Rodeo - Hercules Fire Protection District, an incorporated and unincorporated municipality existing under the laws of the State of California (“RHFPD or DISTRICT,” and together with CCCFPD, the “Parties,” and each a “Party”).

**RECITALS**

- A. Pursuant to California Health and Safety Code section 13862, each Party has the power to provide fire suppression and fire protection, rescue, emergency medical (EMS), hazardous materials response, fire prevention services, and fire investigation services within their respective boundaries.
- B. The Parties currently participate in the existing “Battalion 7” structure of shared resources and cooperative automatic aid in West Contra Costa County.
- C. The Parties share a mutual interest in developing a formalized, highly functional West Contra Costa County Fire Battalion (Battalion 7), an operation that will function as one integrated unit in methodologies, emergency responses, community support and outreach operations, and training.
- D. CCCFPD’s provision of fire administration and support services to the Fire District allows the District to save costs associated with providing fire protection and emergency services to the Town of Rodeo and the City of Hercules.
- E. The Parties wish to enter into this Agreement to document and specify the foregoing arrangements, all pursuant to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **SCOPE OF SERVICES.** In accordance with the terms and conditions contained in this Agreement, CCCFPD will provide the fire administration and support services in the Scope of Services attached hereto as Exhibit A, and incorporated herein.

Services Review. The Parties will meet once every six months to review the fire administration and support services provided by CCCFPD under this Agreement, and more frequently if requested by either Party. If it is determined that additional services are required or requested to fulfill all requirements of this Agreement based on increased workloads due to external or unanticipated factors, the additional services shall only be filled

upon written agreement of both Parties, including any necessary amendments to this Agreement.

**II. BILLING AND PAYMENT.**

- A. Scope of Services. No later than \_\_\_\_\_ of each year, CCCFPD shall submit invoices to the District for the preceding six month period pursuant to the payment provisions set forth in Exhibit B attached hereto and incorporated herein by reference.
- B. Payment. The District shall make payment to CCCFPD within 30 days after its receipt of invoices submitted. If the District disputes any portion of an invoice from CCCFPD, the District shall provide written notice of the dispute to CCCFPD within 30 days after receipt of invoice from CCCFPD. In the event of a disputed invoice, the Parties will meet and confer to resolve any dispute.

**III. AUTHORIZED REPRESENTATIVES.**

- A. CCCFPD's Authorized Representative. All services performed by CCCFPD under this Agreement shall be performed by and in accordance with Exhibit A.
- B. Fire Districts Authorized Representatives. For the performance of services under this Agreement, CCCFPD shall take direction from the RHFPD Board of Directors, unless delegated to a District authorized representative by the Board.

**IV. INFORMATION AND DOCUMENTATION.**

- A. Accounting Records. The Parties shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years from the date the record was created. Each Party's accounting records shall be made available to the other Party within a reasonable time after request, during normal business hours. RHFPD is granted the right, upon reasonable notice, to audit the accounting records and books of CCCFPD related to this Agreement. CCCFPD shall pay the costs of the RHFPD requested audit.
- B. Ownership of Work Product. All original documents prepared by CCCFPD (including by its employees and agents) pursuant to this Agreement ("Work Product"), whether complete or in progress, are the property of CCCFPD, and shall be given to the District at the completion of CCCFPD's services, or upon demand by the District's Board of Directors or its authorized representative. CCCFPD has the right to make and keep copies of any Work Product.

- V. RELATIONSHIP BETWEEN THE PARTIES.** CCCFPD and the District are each an independent "public agency," as defined by Government Code section 6500, and this Agreement does not create a separate legal entity. Each Party shall, at all times, remain an independent public agency solely responsible for all acts of its employees or agents, including any negligent acts or omissions.

- A. No Fire District Agency. CCCFPD (including its employees and agents) is not the District's agent, and shall have no authority to act on behalf of the District, or to bind the District to any obligation whatsoever, unless and until the District provides prior written authorization to CCCFPD. None of CCCFPD, its employees, or agents is an officer or employee of the District, and none of CCCFPD, its employees, or agents shall be entitled to any benefit, right, or compensation other than that provided in this Agreement.
- B. No CCCFPD Agency. District (including its employees and agents) is not CCCFPD's agent, and shall have no authority to act on behalf of CCCFPD, or to bind CCCFPD to any obligation whatsoever, unless CCCFPD provides prior written authorization to the District. None of the District, its employees, or agents is an officer or employee of CCCFPD, and the District shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

**VI. INSURANCE AND BONDS.**

- A. Insurance. Each Party shall, throughout the duration of this Agreement, maintain insurance (which may include for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to work performed under this Agreement (including coverage for their employees and agents). Concurrently with the execution of this Agreement, and prior to the commencement of any services, each Party shall provide the other with written proof of insurance (that may be satisfied through self-insurance or self-insurance pool coverage) (certificates and endorsements), in a form acceptable to the other Party. Each Party shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance coverage required by this Agreement.
- B. Commercial General Liability. Each Party shall have commercial general liability coverage (with coverage at least as broad as the most recent version of ISO form CG 00 01 01 96) in an amount not less than \$1,000,000 per occurrence for general liability, bodily injury, personal injury and property damage. Each Party shall name the other as an additional covered Party or additional insured.
- C. Automobile Liability. Each Party shall have automobile liability coverage (with coverage at least as broad as the most recent version of ISO form CA 00 01 07 97, for "any auto") in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation. Each Party shall have workers' Compensation coverage as required by the State of California.

**VII. HOLD HARMLESS AND INDEMNITY.**

- A. CCCFPD Indemnity. CCCFPD agrees to defend, indemnify and hold harmless the District from CCCFPD's share of liability for damages caused by the negligence or willful misconduct of CCCFPD, its officers, agents or employees in CCCFPD's performance under this Agreement. CCCFPD's obligations under this section VIII(A)



shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of the District. Under no circumstances shall CCCFPD have any liability to the District or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to CCCFPD's performance under this Agreement. The Fire District shall cooperate with CCCFPD in the defense of any action required by this section.

B. RHFPD Indemnity. The District shall defend, indemnify and save harmless CCCFPD, its officers and employees from all claims, suits or actions of every name, kind and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the District, its officers, agents or employees under or in connection with this Agreement or with any work, authority or jurisdiction of the District. CCCFPD shall cooperate with the District in the defense of any action required by this section.

VIII. TERM OF THIS AGREEMENT. The term of this Agreement shall commence on the date first set forth above (the "Effective Date"), and shall continue for a period of five (5) years from the Effective Date. This Agreement may be renewed for a two (2) year period on the fifth year anniversary of the Effective Date upon mutual agreement of the Parties and an executed writing thereto. This Agreement may be terminated by either Party without cause upon eighteen (18) months written notice to the other Party. If either Party exercises its right to terminate this Agreement in accordance with this section VIII, the District shall pay CCCFPD for all approved and undisputed services performed in accordance with this Agreement. This Agreement may also be terminated at any time by the mutual written consent of both Parties.

IX. DEFAULT. If either Party (the "Demanding Party") has a good faith belief that the other Party (the "Responding Party") is not complying with the terms of this Agreement, the Demanding Party shall give written notice of the purported default in performance (the "Default"), providing sufficient specificity of the alleged Default so that the Responding Party is capable of responding to the Demanding Party, and demand the Default to be cured within ten days of the notice. If (a) the Responding Party fails to cure the Default within ten (10) days of the notice, or, (b) if more than ten (10) days are reasonably required to cure the Default and the Responding Party fails to give adequate written assurance of cure of the Default within ten (10) days of the notice, then the Demanding Party may terminate this Agreement upon written notice to the Responding Party.

X. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective Party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a Party; (b) actual receipt at the address designated below; and (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The CCCFPD and the District may modify their respective contact information identified in this section by providing notice to the other Party.

To CCCFPD:  
Contra Costa County Fire Protection District

2010 Geary Road  
Pleasant Hill, CA 94523  
Attn: Fire Marshal  
Telephone: (925) 941-3300

To the Clerk of the Board:  
Rodeo – Hercules Fire Protection District  
1680 Refugio Valley Road  
Hercules, CA 94547  
Attn: Board Clerk  
Telephone: (510) 799-4561

- XI. HEADINGS.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- XII. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
- XIII. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.
- XIV. ASSIGNMENT AND DELEGATION.** This Agreement and any portion hereof, shall not be assigned or transferred, nor shall any of either Party's duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
- XV. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- XVI. WAIVERS.** Waiver of a breach or Default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- XVII. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents

incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

**XVIII. EACH PARTY'S ROLE IN DRAFTING THE AGREEMENT.** Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

**XIX. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of CCCFPD and the District. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

**Contra Costa County Fire Protection District**

**Rodeo - Hercules Fire Protection District**

By: \_\_\_\_\_  
Jeff Carman, Fire Chief

By: \_\_\_\_\_  
Bryan Craig, Interim Fire Chief

David Twa, County Administrator

By: \_\_\_\_\_  
Ernie Wheeler  
RHFPD Board Chairperson

By: \_\_\_\_\_  
Timothy Ewell, Senior Deputy County  
Administrator

Approved as to Form:

Approved as to Form:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Richard Pio Roda  
Meyers-Nave Riback Silver & Wilson  
RHFPD Counsel

By: \_\_\_\_\_  
Eric Gelston, Deputy County Counsel

## EXHIBIT A

### SCOPE OF SERVICES

SCOPE OF SERVICES TO THE  
AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN  
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, AND  
THE RODEO/HERCULES FIRE PROTECTION DISTRICT  
XXXXXX, XX 2017 – XXXXXX, XX 2021

#### **I. ADMINISTRATIVE FIRE CHIEF POSITION:**

The Assistant Chief assigned by Contra Costa County Fire Protection District (CCCFPD) will provide administrative and leadership services to the Rodeo Hercules Fire Protection District (RHFPD or District) pursuant to the scope of services below. The Assistant Chief will take direction from the Rodeo Hercules Fire Protection District Board of Directors. It is anticipated that the Administrative Chief will divide his/her time appropriately dependent on the current needs of each jurisdiction. However, the long-term average time allocation based on a 40 hour work week will be approximately 50% to each agency. The Chief will not provide administrative services to the two Contra Costa County Fire Protection District stations, or to any other independent fire protection district during the term of this Agreement.

#### **II. RESPONSIBILITIES OF THE ASSISTANT CHIEF:**

- Serve as the RHFPD Fire Chief and Administrator, serving under the administrative direction of the Board of Directors, supervise administrative details including selection, assignment, utilization, training and discipline of personnel and maintenance, operations and a Board approved budget; develop a plan for future operations and projected needs of the RHFPD and fire prevention and suppression activities in the District; review tentative subdivision maps for water supply mains, hydrant placement, and accessibility to existing roads and fire stations; prepare specifications for the purpose of new fire apparatus and equipment; requisition materials, supplies and equipment; attend meetings and discuss departmental business with members of the Board of Directors, other agencies, or the general public; respond to alarms, and direct operations at emergencies when required; supervise the maintenance of inventory, equipment and personnel transactions; initiate and answer correspondence on behalf of RHFPD; and attend all meetings of the RHFPD Board of Directors, the City of Hercules City Council, and the Rodeo Municipal Advisory Council.
  1. Serve as the executive officer, and have general supervision over all officers, members and employees of the District.
  2. Exercise supreme command at all emergencies over the officers, members, and employees, and over all apparatus and equipment of the District.

3. Take all measures he or she deems expedient for the extinguishment of fires, the protection of property, and the saving of lives. See that all Federal, State, County, and local laws and ordinances pertaining to the District and all rules and regulations concerning the same are enforced.
4. Maintain operational relationships with businesses and industries that are common within or currently exist within the RHFPD jurisdiction, including without limitation appropriate industrial affiliations such as the Petro-Chemical Mutual Aid Organization.
5. Develop and maintain working relationships with city and county personnel including without limitation the City of Hercules City Manager, the Auditor-Controller, the Assessor and the County Administrator.
6. Determine best methods to fiscally plan the District with respect to revenue generation projections.
7. Identify, recommend, and as directed by the Board of Directors implement procedures for ensuring long-term service delivery as it relates to staffing, fire prevention and public information and education.
8. Continually explore areas of operational enhancement and functional integration options such as mutual-aid, auto-aid, training and communications.
9. See that proper discipline is maintained by RHFPD officers and personnel. Report to the Board of Directors any officer, member, or employee of the District who, by reason of disease, accident, incompetency, insubordination, or other cause, cannot or does not fully, energetically, promptly and properly perform his or her duties.
10. Maintain responsibility, power and authority to establish and enforce policies, rules and regulations, practices and procedures necessary for the efficient operation of the District. Recommend ordinances to the Board of Directors as necessary.
11. Submit an annual budget to the Board of Directors. Recommend changes in fire department buildings and locations, purchases of new apparatus and equipment and other items necessary to operate the fire department and the District.
12. Full power to recall off-duty personnel to service should he or she deem it necessary.
13. Assign or detail officers, members, or employees of the District as he or she deems necessary to properly fulfill the obligations of Chief and to provide the District's services.
14. Approve payroll sheets for salaries, vacation pay, sick pay, overtime, extra coverage and holiday pay.
15. Authorize necessary maintenance and operations expenditures within budget limitations to maintain equipment, train personnel, and carry out fire prevention activities.

16. Authorize the purchase of budgeted capital outlay items, and immaterial purchases of non-budgeted items (items less than \$5,000).
17. Call meetings of the chief officers and company officers. Take any and all disciplinary actions upon chief officers and company officers who are absent and unexcused.
18. Transfer, reprimand, suspend or remove from service for cause any members as provided by the District's rules, regulations, policies and bulletins.
19. Maintain the condition, efficiency, and staffing of each company, and assign special details for members when necessary.
20. Conduct, supervise, or assign the investigation into the cause and origin of fires occurring within the District.
21. Perform any other lawful duties authorized or approved by the Board of Directors.

### **III. OPERATIONAL OVERVIEW/AGENCY SERVICE AGREEMENT:**

The Assistant Chief will continue the cohesive alignment of methodologies, emergency responses, community support, community outreach, operations, and training with all Battalion 7 units. The Assistant Chief will formalize Battalion 7 policies and procedures, and ensure that such policies and procedures are memorialized and followed by the District.

The Assistant Chief will receive performance reviews, initially every six months and annually thereafter, from the Rodeo-Hercules Fire Protection District Board of Directors.

### **IV. SERVICES INCLUDED IN THE BASE FEE:**

The following services shall be included in the Base Fee in addition to the Services described in Sections I-III above. At no time will RHFPD be charged extra or a premium for any of the following services.

- *Fleet Management Services*

Assistant Chief will provide Fleet Management services to assist in ensuring equipment and vehicles are adequately serviced and maintained, and that the repairs/servicing performed by vendors are as needed and are appropriately charged. Assistant Chief may utilize CCCFPD fleet management staff, which may add RHFPD apparatus into CCCFPD's fleet management program. Fleet management staff will ensure that apparatus are maintained and/ or recommended for replacement at nationally recognized intervals. RHFPD will be responsible for the costs of necessary repairs. However, as part of the base fee, fleet personnel will provide guidance and assistance in determining needed repairs, troubleshooting, etc. When repairs are needed, fleet personnel will act as liaisons and/ or

advocates on behalf of RHFPD, scheduling repairs, collaborating with outside mechanics, and assuring repairs are made properly and efficiently.

- Building Maintenance Services

CCCYPD building maintenance staff will conduct a survey of all Fire District and City owned or leased land and buildings and develop an inventory/repair and maintenance schedule. Following the initial inspection, a 5-year projection for facility maintenance needs will be provided to RHFPD. Based on the survey, RHFPD shall have the responsibility to determine and contract for such repairs and maintenance.

- Logistical Support Services

CCCYPD will provide logistical support in order to reduce purchasing costs, reduce the need for individual standby equipment caches, and promote efficiency in the purchasing process. This scope of work includes without limitation standardized purchases for routine and emergency equipment, maintaining a single standby equipment cache, consolidating bidding and procurement processes, reduction in purchasing costs through joint purchases and public/ private partnerships, and consolidated inventory maintenance.

- Personnel Training Management

Annually, CCCYPD will provide coordinated and integrated training management services to ensure all personnel are adequately and appropriately trained and certified to conduct the activities associated with their duties to the mandatory minimum required level or standard of training.

- Recruitment, Academy and Promotional Services

CCCYPD will implement to the extent possible joint recruitment/testing/interview and academy services, and explore potential shared promotional testing/interview opportunities.

- Chief Officer Coverage for Battalion 7

CCCYPD will provide additional duty chief coverage to include the full depth of its organization including multiple on-duty Battalion Chiefs, additional stand-by Battalion Chiefs, and an on-call Assistant Chief at all times.

- Major Incident Command and Control Support

CCCYPD will provide as necessary command and control personnel including Battalion Chiefs, Assistant Chiefs, Safety Officers and logistical support.

- PIO Coverage

CCCYPD will provide public information officer coverage for all major emergency incidents.



- Emergency Resources

CCCYPD will provide the full depth and breadth of its resources to the Rodeo-Hercules Fire Protection District. This includes fire engines and trucks, but it also includes specialty apparatus such as fireboats and water rescue equipment, heavy fire equipment (dozer), urban search and rescue apparatus, etc.

- Fire Investigation Services

CCCYPD will provide fire investigation services via a trained and experienced Investigator. The Fire Investigator will determine cause and origin, gather evidence, conduct follow-up interviews, write and file reports, work with local law enforcement, and assist with prosecution as needed. Fire investigators will make themselves available to provide guidance and advice to fire personnel regarding the determination of fire cause and origin and the need for fire investigation services. Additional Fire Investigators will be provided when necessary to process a complex fire scene.

- Fire Prevention Bureau

CCCYPD will provide fire inspection, plan check and other prevention related services, primarily as outlined below:

- a. Project review and plan review;
- b. New construction inspections, fire and life safety systems acceptance tests, state mandated occupancy inspections, and annual occupancy inspections where California Fire Code;
- c. Inspect assembly, educational, multi-family residential occupancies, and other occupancies where operational permits are required for compliance with the California Fire Code and State Fire Marshal regulations;
- d. Entry of data into the CCCYPD Fire Prevention Bureau's record management system (Codepal) and insure correction of any noted deficiencies;
- e. Review building plans for conformance with state and locally adopted codes, standards, and ordinances. CCCYPD will provide written correction comments, plan approvals and meet with designers, contractors and developers as needed;
- f. Conduct new construction inspections for compliance with approved plans. Inspections will include, but are not limited to, new construction, tenant improvements, automatic fire sprinkler systems, fire mains, fire hydrant installations, fire alarm systems, pre-engineered extinguishing systems and fire pumps. CCCYPD will prepare correction notices and sign off on job cards; and
- g. Review and coordinate application of a permit fee program created by CITY/DISTRICT and update and add fees where applicable.

The fire prevention program will be managed by one Fire Marshal providing consistency amongst all participating agencies.

## EXHIBIT B

### Payment for Services

1. Fire Administration Services

CCCFPD will charge the Fire District a rate of \$200,000 annually for all services described in Exhibit A, the Scope of Services. This rate may be increased after mutual agreement between the Parties.

2744980.1

***RODEO-HERCULES FIRE PROTECTION DISTRICT***

**MEMORANDUM**

**TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT**

**FROM: Bryan Craig, ACTING FIRE CHIEF**

**DATE: December 15, 2016**

**RE: Firefighter Recruitment and Promotional Exam**

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**BACKGROUND**

Over the last several months, 6 Firefighters hired under the SAFER Grant have detached themselves from the District, leaving a total of 15 line personnel to fill 18 positions. The District currently has two employees on long-term sick leave with expected return to work dates in late 2016 and early 2017. Although the increase in Backfill has been budgeted, the increased work load and fatigue is being born by the remaining employees.

**RECOMMENDATION**

It is Staff's recommendation to seek recruitment for four (4) firefighter positions. Recruitment would occur with a posting on the District web site, and through the Statewide Firefighting Candidate Testing Center (FCTC) in conjunction with the California Joint Apprenticeship Committee. Candidates on this list have already met the District' minimum qualifications and have passed an entrance exam thereby alleviating the District of extra costs associated with this process.

In order to have leadership in place for the new recruits, the staff would like to conduct promotional exams with the assistance of Donnoe & Associates, Inc. Donnoe & Associates, Inc have been used by several local agencies and come highly recommended.