



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

**REGULAR BOARD MEETING MINUTES
 OCTOBER 23, 2024**

1. **CALL TO ORDER/ROLL CALL** Meeting called to order at 6:03 p.m. Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present.
2. **PLEDGE OF ALLEGIANCE** (00:56)
3. **ANNOUNCEMENTS OF DISTRICT EVENTS** (1:27)
4. **ADJOURN TO CLOSED SESSION** (2:31)
5. **CLOSED SESSION**
6. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** (2:45) Nothing to report out.
7. **CONFIRMATION OF THE AGENDA** (2:56) Motion by Vice Chair Bowman to accept agenda with the exception of Item 17 (Consider applications for Measure O Oversight Committee), which will be moved to the November meeting. Seconded by Director Hill. Motion passed.

Roll Call Vote (5-0)

Chair Doss	Yes
Vice Chair Bowman	Yes
Director Davidson	Yes
Director Hill	Yes
Director Mikel	Yes

8. **REVIEW OF CORRESPONDENCE TO THE BOARD** (5:24)
9. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (5:55)

Public Comment

Tara Shaia
 Maureen Brennan
 EH
 Jan Callaghan

10. **CONSENT CALENDAR** (14:09) The Board is advised that the following must be stricken from the minutes of the October 23, 2024 regular Board meeting. Therefore, the corrected minutes are provided

herein for your review and approval. This strikethrough is only as to Item 16 from the September Board minutes that were up for approval at the October 23, 2024, Board meeting, and furthermore are specific to the request to delete having received the Chiefs Report during the September 11, 2024 meeting, and not to the whole consent calendar of the October 23, 2024 Board meeting. Upon review of the September 11, 2024 meeting video of section in question (the Chief’s Report) the Board did receive the report, did conduct a full roll call vote complete with a motion (Chair Doss) and a second (Vice Chair Bowman) to receive the Chiefs Report. Upon approval of these October 23rd meeting minutes, the September 11, 2024 meeting minutes will be fully restored and approved and the strike through to negate the removal of those minutes as occurred in the October 23rd meeting is shown below. As a reminder only approval of the Chief’s Report is not required as it is informational.

~~Motion made by Vice Chair Bowman to strike the board action on item 16 from the September minutes from the record. Seconded by Director Hill. Motion carried.~~

~~**Roll Call Vote (5-0)**~~

~~Chair Doss ————— Yes
 Vice Chair Bowman Yes
 Director Davidson — Yes
 Director Hill ————— Yes
 Director Mikel ————— Yes~~

11. SPECIAL ORDER OF BUSINESS: DISTRICT STRATEGIC PLAN AND

SUSTAINABILITY EFFORTS (16:18) New consolidation Q&A section on the district’s website. Some vendor contracts have been cancelled or are in the process of being cancelled. Chief Ramirez proposed sending the district’s new recruit to a 5-month Con Fire Academy. LAFCO hearing dates are 11/13 (sphere of influence), 12/11 (dissolution and reorganization) and 1/8 (protest hearing).

12. PUBLIC HEARING (33:20) No protests or appeals. Motion made by Vice Chair Bowman to reconfirm levying and collection of the fire district benefit assessment. Seconded by Director Mikel. Motion carried.

Roll Call Vote (5-0)

Chair Doss Yes
 Vice Chair Bowman Yes
 Director Davidson Yes
 Director Hill Yes
 Director Mikel Yes

13. FIRE STATION 75 REPAIRS AND RENOVATIONS (36:06) Chief Ramirez discussed the need for renovations at Fire Station 75, which would cost around \$90,000. Motion made by Vice Chair Bowman to approve items one, two and three from Resolution 2024-26. Seconded by Director Hill. Motion passed.

Roll Call Vote (5-0)

Chair Doss Yes
 Vice Chair Bowman Yes
 Director Davidson Yes
 Director Hill Yes
 Director Mikel Yes

14. **BOARD AND MEASURE O OVERSIGHT ORIENTATION HANDBOOKS (45:19)**

Motion made by Chair Doss to receive the orientation binders. Seconded by Vice Chair Bowman. Motion carried.

Roll Call Vote (5-0)

Chair Doss	Yes
Vice Chair Bowman	Yes
Director Davidson	Yes
Director Hill	Yes
Director Mikel	Yes

15. **BOARD COMPORIMENT (48:50)** Vice Chair Bowman initiated a discussion about the challenging year for the district and the need for a reset in terms of board conduct and communication with the community. She suggested that the board should adhere to the code of ethics and strive to be open, welcoming, and fair. She also emphasized the importance of respecting each other's opinions and emotions, and the need for a reset to change negative feelings in the community. The board agreed to consider these suggestions and potentially introduce a policy for responding to board correspondence.

Public Comment

EH
 Maureen Brennan
 Tara Shaia
 Tanya Little
 Robert Baum
 Jan Callaghan

16. **Assessment of Directors’ opinions, direction to staff, and/or action regarding Director Davidson’s possible violation of District ethics and/or board policies, and/or law related to his May 14, 2024 presentation to the Hercules City Council and his July 30, 2024 emailed comments to the public. (1:32:49)** Director Davidson expressed concern about the lack of attached documentation and specific attribution by an unnamed fellow board member. The board decided to delay the discussion to a future meeting to allow time for proper documentation and examples. Counsel presented a PowerPoint on the process for internal discipline. Director Mikel made a motion to create a board of directors’ internal discipline policy. Seconded by Vice Chair Bowman. Motion passed unanimously.

Roll Call Vote (5-0)

Chair Doss	Yes
Vice Chair Bowman	Yes
Director Davidson	Yes
Director Hill	Yes
Director Mikel	Yes

Public Comment

EH
 Tara Shaia
 Tanya Little
 Maureen Brennan

17. **FIRE CHIEF'S REPORT** (2:17:52) Chief Ramirez reported on the fire department's recent activities, including the promotion of Engineer Garcia to Captain and Firefighter Jensen to Engineer, as well as the hiring of a new firefighter. She also discussed the department's training efforts, including captain's promotional testing and human performance training. Chief Ramirez mentioned that RHFD did not receive the AFG grant for radios or monitors but were evaluating optional funding. She also thanked the community for their cooperation with weed abatement efforts and for attending the district's annual open house event on October 12.
18. **STAFF REPORTS** (2:22:04) None
19. **BOARD MEMBER REPORTS** (2:22:11) East Bay Hills Wildland Coordination Group's next meeting will be on 11/14. Letter to Bob Campbell regarding Phillips 66 has been prepared requesting a breakdown of property tax revenues for Rodeo and Hercules. Vice Chair Bowman attended the RMAC meeting, RHFD's open house and Con Fire's open house.
20. **MEASURE O OVERSIGHT COMMITTEE** (2:45:42) Next meeting TBD.
21. **LOCAL 1230 COMMENT** (2:46:34) None.
22. **REQUEST FOR FUTURE AGENDA ITEMS** (2:47:26) Roles and responsibilities of ad hoc committees. Property tax information from Bob Campbell, pending availability. Report from the state insurance commissioner. Board discipline policy. Language regarding the board replying to emails. Continuation of October's item #16 regarding Director Davidson. Measure O applications.
23. **ADJOURNMENT** Meeting adjourned at 10:02 p.m.

8:51 AM

11/08/2024

Date	Num	Name	Memo	Account	Amount
10/01/2024	October 2024	American River Benefit Administrators	October 2024	1060 · Group Insurance	-668.61
10/01/2024	Oct 2024	The Standard	October 2024	1060 · Group Insurance	-580.00
10/01/2024	W4102379YJ	American Messaging	October 2024	2110 · Communications	-41.19
10/01/2024	NOV 2024	American River Benefit Administrators	November 2024	1060 · Group Insurance	-738.99
10/03/2024	76-528495-SEPT1	EBMUD	76-07/30/24-09/27/24	2120 · Utilities	-666.28
10/03/2024	12265	Redwood Public Law	September 2024	2310 · Professional/Specialized Servic	-8,253.00
10/03/2024	767960	CA Dept of Justice	Livescan	2310 · Professional/Specialized Servic	-49.00
10/08/2024	259468	All Star Fire Equipment	Foam	2474 · Firefighting Supplies	-7,491.05
10/08/2024	9159-10-24	Parcelquest	Renewal	2102 · Books/Periodicals/Subscriptions	-2,399.00
10/09/2024	85518504	Bound Tree	Medical Supplies	2140 · Medical Supplies	-453.01
10/09/2024	85518505	Bound Tree	Medical Supplies	2140 · Medical Supplies	-39.30
10/10/2024	75-5183799518-OCT1	P.G.&E.	75-09/10-10/08/24	2120 · Utilities	-235.81
10/10/2024	9976026945	Verizon Wireless	09/11-10*10/2024	2110 · Communications	-19.08
10/10/2024	76-4017223667-OCT	P.G.&E.	76-09/09/24-10/07/24	2120 · Utilities	-219.77
10/10/2024	00072	Strategic Advisory Services	July-Sept 2024	2310 · Professional/Specialized Servic	-12,600.00
10/11/2024	58380	CSG Consultants	08/31/24-09/27/2024	2310 · Professional/Specialized Servic	-17,196.00
10/15/2024	INV104423	Target Solutions	Target Solutions	2310 · Professional/Specialized Servic	-1,748.40
10/15/2024	1888920692-NOV	P.G.&E.	75-09/11-10/09/24	2120 · Utilities	-36.48
10/16/2024	267033776nov	T Mobile	09/16-10/15/24	2110 · Communications	-136.43
10/17/2024	2024-25-139	Alameda County Fire Department	Quint Repairs	2271 · Central Garage Maintenance	-394.00
10/17/2024	2024-25-140	Alameda County Fire Department	376 Repairs	2271 · Central Garage Maintenance	-1,367.21
10/17/2024	2024-25-141	Alameda County Fire Department	Q76 Annual Service and Repairs	2271 · Central Garage Maintenance	-24,106.34
10/17/2024	2024-25-142	Alameda County Fire Department	Q76 REpairs	2271 · Central Garage Maintenance	-788.00
10/17/2024	262169	J.W. Enterprises	November 2024	2310 · Professional/Specialized Servic	-359.00
10/21/2024	9976856892	Verizon Wireless	09/22-10/21/2024	2110 · Communications	-660.44
10/22/2024	5899	NorCal EVI	Command Vehicle console and installation	2271 · Central Garage Maintenance	-13,011.72
10/22/2024	75-9173373209NOV	P.G.&E.	75-09/21/24-10/21/24	2120 · Utilities	-79.88

10/22/2024	196179	Cooke & Associates	Pre-Employment Background SCreening	2310 · Professional/Specialized Servic	-2,115.00
10/24/2024	184-1101667	Goodyear	E375 Tires	2273 · Central Garage-Tires	-1,478.32
10/25/2024	269420356	Orkin	76-Monthly Service	2310 · Professional/Specialized Servic	-150.00
10/28/2024	0089900	Rodeo Autotech	7500 Service and Repair	2271 · Central Garage Maintenance	-1,026.33
10/29/2024	196192	Cooke & Associates	Pre-Employment Background Check	2310 · Professional/Specialized Servic	-2,741.00
10/29/2024	269419052	Orkin	75-Quarterly Service	2310 · Professional/Specialized Servic	-160.99
10/30/2024	1549	Jack Clancy Associates	Fire Captain Assessment Process	2310 · Professional/Specialized Servic	-9,800.00
10/30/2024	0089958	Rodeo Autotech	Escape- Smog Check and Battery replacement	2271 · Central Garage Maintenance	-348.88
10/30/2024	0089957	Rodeo Autotech	F350-Smog Check and Battery Replacement	2271 · Central Garage Maintenance	-663.02
10/31/2024	137	Greg Kennedy	October 2024	2310 · Professional/Specialized Servic	-4,000.00

RODEO-HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

TO: Board of Directors, RODEO-HERCULES FIRE PROTECTION DISTRICT
FROM: Rebecca Ramirez, INTERIM FIRE CHIEF
DATE: November 13, 2024
SUBJECT: Firefighter Recruit Academy

Background

To maintain high operational standards, the fire service requires personnel to be comprehensively trained across core competencies, including fire suppression, emergency medical response, hazardous materials management, and rescue operations. The proposed Firefighter Recruit Academy will equip new firefighters with the essential knowledge, skills, and safety protocols needed to operate effectively in high-stress environments.

Historically, the Rodeo-Hercules Fire Protection District (RHFPD) has required new recruits to possess training equivalent to Firefighter 1 certification and has conducted an internal one-month orientation program. With the upcoming annexation by the Contra Costa County Fire Protection District (CCCFPD), staff recommend sending our recruit to CCCFPD's 19-week Recruit Academy, commencing on December 30, 2024. This academy will provide critical training in CCCFPD-specific policies and procedures, aligning with national and state standards, to ensure a seamless transition.

Justification

1. Standardized, High-Quality Training

The CCCFPD Recruit Academy offers a structured curriculum aligned with national, state, and CCCFPD standards, ensuring consistent foundational skills. This preparation will enhance safety and operational readiness, particularly as we approach the annexation.

2. Enhanced Operational Efficiency

Training within a regional recruit academy fosters operational precision and agility. By completing this program, our recruit will gain proficiency in core firefighting tasks, which will improve on-scene efficiency and strengthen overall department performance both with RHFPD and CCCFPD.

3. Safety and Risk Mitigation

Academy training emphasizes safety protocols, including personal protective equipment use, situational awareness, and teamwork. By attending the academy, our recruit will

build a strong commitment to safe practices, reducing the risk of injury and improving crew and public safety.

4. Employee Morale and Development

Investing in academy training demonstrates our commitment to professional growth, enhancing morale and fostering pride among new recruits. This investment places our recruit on equal footing with CCCFPD recruits and firefighters which is particularly important for his long-term success as we transition through annexation.

Fiscal Impact

The cost to send the recruit to the academy is approximately \$79,000, primarily allocated to backfilling shifts through overtime. CCCFPD has waived all tuition fees. With an existing allocation of \$32,000 in the final budget for internal training, an additional \$47,000 is requested to bridge the funding gap. If approved, this will serve as pre-approval for potential mid-year adjustments, should the full amount be needed. Other departmental savings may partially offset this request.

Recommendation

Staff recommend sending the identified recruit firefighter to the CCCFPD Recruit Academy to ensure comprehensive training aligned with CCCFPD and RHFPD operational and safety standards. Additionally, we request the Board approve a budget adjustment of up to \$47,000 to cover the academy expenses, if needed during the mid-year budget process.

RODEO-HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

TO: Board of Directors, RODEO-HERCULES FIRE PROTECTION DISTRICT
FROM: Rebecca Ramirez, INTERIM FIRE CHIEF
DATE: November 13, 2024
SUBJECT: Financial Report: First Quarter Summary Ending September 30, 2024

Executive Summary: This report provides a detailed overview of the Fire District's financial status through the first quarter of the fiscal year, ending September 30, 2024. The financial data, sourced from the County's ledger, is presented in the Fire District's Chart of Accounts and prepared by Fire District staff, with input from the Board-appointed independent advisor, Strategic Advisory Services (SAS).

Background: In compliance with the budget cycle, the Fire District Board of Directors approves the current fiscal year budget by the September 30 deadline. Throughout the year, staff prepare quarterly budget analysis reports to keep the Board informed of the District's financial health and to identify trends that may necessitate mid-year budget adjustments.

First Quarter Financial Overview: The District's financial performance aligns with projected revenue and expenditure targets, with variances generally within expected ranges. Certain revenue and expenditure lines reflect lump-sum payments that temporarily skew projections high but are anticipated to normalize over the fiscal year. Overall, the budget is performing within an acceptable variance range for this early stage of the fiscal year.

Expenditure Analysis:

- **Salaries and Benefits:** To date, expenditures are approximately 28% of the budget, primarily due to a lump-sum workers' compensation insurance prepayment.
- **Supplies and Services:** Expenditures in this category are approximately 29% of the budget. Though this appears over-expended, it is primarily due to annual commitments, such as apparatus leases and risk management insurance, which will be balanced over the year.

Refer to the Expense Table on Page 3 for additional details.

Revenue Analysis: Property tax remains the primary revenue stream for the District's General Fund. A 1% reduction is anticipated in December 2024, equating to an approximate \$1 million downward adjustment as is typical. The District expects to receive full budgeted property tax

revenue by fiscal year-end, with nominal additional revenue expected from the County Assessor's Office before year-end.

Refer to the Revenue Table on Page 4 for further detail.

Overall Financial Health: Current expenditures are aligned with budget expectations. As the District moves toward annexation, it will be important to maintain budget flexibility. Necessary adjustments may be incorporated into the mid-year budget process.

Recommendation: Staff recommend that the Board receive this information for review. While Board input is always welcome, no immediate action is required.

DESCRIPTION	FINAL BUDGET 24/25	Q1 Thru 09/30/24	% EXPENDED	Q1 AMORTIZED	% AMORTIZED
Holiday Pay	228,065	54,035	23.69%	54,035	23.69%
Permanent Salaries	3,252,517	741,331	22.79%	741,331	22.79%
Strike Team Reimbursement		(1,756)		(1,756)	
Drill/Temporary Salaries	7,280	6,440	88.46%	6,440	88.46%
Overtime	-	-		-	
FLSA	161,902	36,529	22.56%	36,529	22.56%
Backfill/Ancillary	862,300	206,655	23.97%	206,655	23.97%
Strike Team		145,580		-	
Strike Team-FLSA		24,179		-	
Strike Team Reimbursement		(12,543)		(12,543)	
BC Reimbursement	35,000	-		-	0.00%
Deferred Compensation	14,400	-	0.00%	3,600	25.00%
FICA	65,932	18,000	27.30%	18,000	27.30%
Retirement	2,747,178	629,490	22.91%	629,490	22.91%
Group Insurance	616,459	148,588	24.10%	148,588	24.10%
Group Insurance-Retiree	355,000	76,934	21.67%	76,934	21.67%
Unemployment Insurance	1,000	666	66.57%	-	0.00%
Worker's Compensation Ins.	420,000	419,549	99.89%	105,000	25.00%
TOTAL SALARIES AND BENEFITS	8,767,033	2,493,677	28.44%	2,012,304	22.95%
Office Expenses	37,646	621	1.65%	621	2%
Books/periodicals/subscriptions	4,000	186	4.64%	186	5%
Communications	231,476	25,948	11.21%	69,698	30%
Utilities	55,000	17,177	31.23%	17,177	31%
Small Tools and Equipment	8,500	-	0.00%	-	0%
Medical supplies	27,800	6,390	22.99%	6,390	23%
Food	5,000	836	16.71%	836	17%
Clothing & personal supplies	13,680	3,255	23.79%	3,255	24%
Household expenses	9,100	1,860	20.44%	1,860	20%
Publications and legal notices	1,300	-	0.00%	-	0%
Memberships	9,482	550	5.80%	550	6%
Rents and leases	203,660	199,107	97.76%	49,776	24%
Repair & service equipment	41,220	4,169	10.11%	4,169	10%
Vehicle repair services	90,000	31,228	34.70%	31,228	35%
Reimbursements		(5,016)		(5,016)	
Gas & oil supplies	17,100	1,473	8.61%	1,473	9%
Vehicle maintenance-tires	15,000	1,000	6.67%	1,000	7%
Maint. Radio & electrical equip.	7,380	-	0.00%	-	0%
Maintenance building & grounds	36,500	1,124	3.08%	1,124	3%
Employee travel expenses	5,400	698	12.93%	698	13%
Professional/Specialized services	617,642	128,751	20.85%	128,751	21%
Data processing service	18,324	10,031	54.74%	4,581	25%
Data processing supplies	-	-		-	
Information security	4,620	-	0.00%	-	0%
Insurance	123,283	58,465	47.42%	30,820	25%
Firefighting supplies	96,940	17,533	18.09%	17,533	18%
Recreation/Physical Fitness	2,600	-	0.00%	-	0%
Educational Supplies & Courses	41,039	2,630	6.41%	2,630	6%
Other Special Departmental Expenses	8,540	423	4.96%	423	5%
Interest on Notes & Warrants	1,000	-	0.00%	-	0%
Tax Assessments	23,000	-	0.00%	-	0%
Total Services & Supplies Expense	1,756,232	508,438	28.95%	369,761	21.05%
Total Operational Expenses	\$ 10,523,265	3,002,115	28.53%	2,382,065	22.64%

**RODEO HERCULES FIRE PROTECTION DISTRICT
REVENUE ALL FUNDS
FY2024-25 1ST QUARTER**

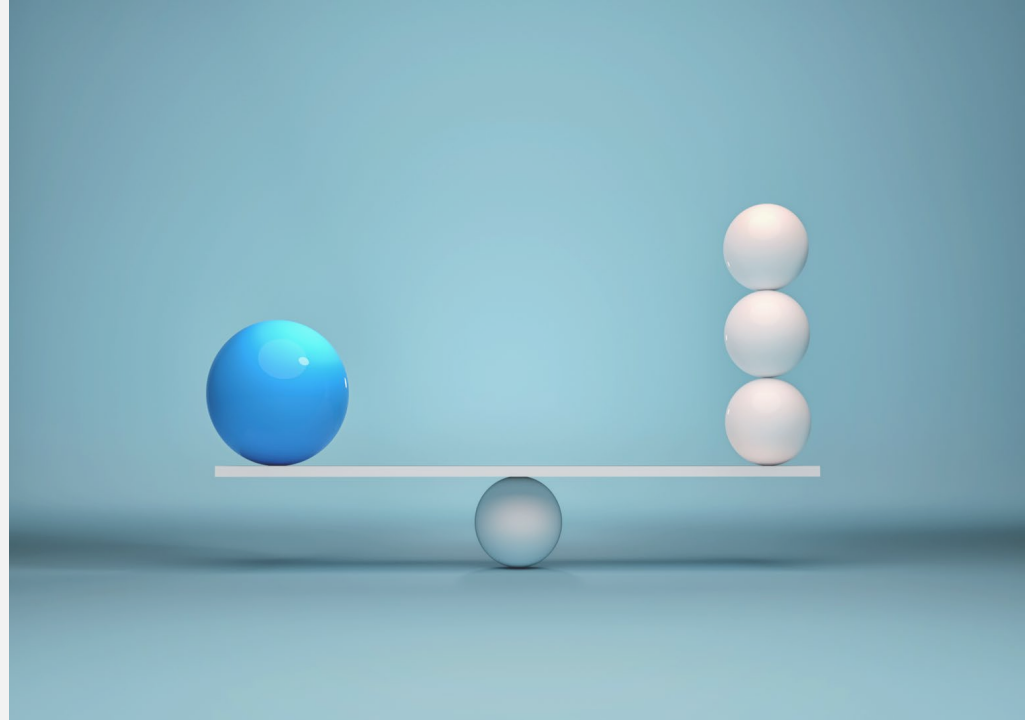
DESCRIPTION	FINAL BUDGET FY2024-25	ACTUAL FIRST QTR FY2024-25	% REC'D
Prop. Taxes-Current secured	3,935,387	5,865,889	149.05%
RDA Pass Through	383,604		0.00%
RPTTF Residual Distribution	454,568	-	0.00%
Prop. Tax-Supplemental	158,664	27,438	17.29%
Prop. Tax-Unitary	89,451	-	0.00%
Prop. Tax-Current Unsecured	197,971	181,067	91.46%
Prop Tax-Prior-Secured	(25,136)	-	0.00%
Prop Tax-Prior-Supplemental	(12,039)	-	0.00%
Prop Tax-Prior-Unsecured	387	3,447	890.68%
TOTAL PROPERTY TAXES	5,182,857	6,077,840	117.27%
Benefit District	1,363,968	1,364,912	100.07%
TOTAL BENEFIT DISTRICT	1,363,968	1,364,912	100.07%
H/O Prop Tax Relief	27,102	-	0.00%
Other In Lieu Taxes	182	194	106.43%
RDA NonProp-Tax Pass Thru	600,219	-	0.00%
Earnings on Investment	80,000	25,524	31.91%
Fire Prevention Plan Review	60,000	200	0.33%
Misc. Current Services	15,000	15	0.10%
Other Revenue/Measure H	86,328	-	0.00%
TOTAL INTERGOVERNMENTAL	868,831	25,933	2.98%
Measure O	2,725,107	2,725,107	100.00%
TOTAL MEASURE O	2,725,107	2,725,107	100.00%
Grant Funds	99,625	-	0.00%
Stale Dated Check	-	-	0.00%
Misc. State Aid	-	-	0.00%
Indemnifying Proceeds	-	-	0.00%
Development Impact Fee	-	-	0.00%
TOTAL OTHER REVENUE	99,625	-	0.00%
TOTAL REVENUE	10,240,388	10,193,792	99.54%

Q1 FINANCIAL OVERVIEW

Rodeo-Hercules Fire Protection District

Presented to the Board of Directors on November 13, 2024





EXECUTIVE SUMMARY




- Financial performance is as expected
- Lump sum expenditures and revenues are normal for first quarter
- Overages and underspent areas will level out as the year progresses.

EXPENDITURES: SALARIES & BENEFITS

- 25% or Less
- Between 25% & 35%
- Over 35%

DESCRIPTION	FINAL BUDGET 24/25	Q1 Thru 09/30/24	% EXPENDED	Q1 AMORTIZED	% AMORTIZED
Holiday Pay	228,065	54,035	23.69%	54,035	23.69%
Permanent Salaries	3,252,517	741,331	22.79%	741,331	22.79%
Strike Team Reimbursement		(1,756)		(1,756)	
Drill/Temporary Salaries	7,280	6,440	88.46%	6,440	88.46%
Overtime	-	-		-	
FLSA	161,902	36,529	22.56%	36,529	22.56%
Backfill/Ancillary	862,300	206,655	23.97%	206,655	23.97%
Strike Team		145,580		-	
Strike Team-FLSA		24,179		-	
Strike Team Reimbursement		(12,543)		(12,543)	
BC Reimbursement	35,000	-		-	0.00%
Deferred Compensation	14,400	-	0.00%	3,600	25.00%
FICA	65,932	18,000	27.30%	18,000	27.30%
Retirement	2,747,178	629,490	22.91%	629,490	22.91%
Group Insurance	616,459	148,588	24.10%	148,588	24.10%
Group Insurance-Retiree	355,000	76,934	21.67%	76,934	21.67%
Unemployment Insurance	1,000	666	66.57%	-	0.00%
Worker's Compensation Ins.	420,000	419,549	99.89%	105,000	25.00%
TOTAL SALARIES AND BENEFITS	8,767,033	2,493,677	28.44%	2,012,304	22.95%

EXPENDITURES: SERVICES & SUPPLIES

-  25% or Less
-  Between 25% & 35%
-  Over 35%

DESCRIPTION	FINAL BUDGET 24/25	Q1 Thru 09/30/24	% EXPENDED	Q1 AMORTIZED	% AMORTIZED
Office Expenses	37,646	621	1.65%	621	2%
Books/periodicals/subscriptions	4,000	186	4.64%	186	5%
Communications	231,476	25,948	11.21%	69,698	30%
Utilities	55,000	17,177	31.23%	17,177	31%
Small Tools and Equipment	8,500	-	0.00%	-	0%
Medical supplies	27,800	6,390	22.99%	6,390	23%
Food	5,000	836	16.71%	836	17%
Clothing & personal supplies	13,680	3,255	23.79%	3,255	24%
Household expenses	9,100	1,860	20.44%	1,860	20%
Publications and legal notices	1,300	-	0.00%	-	0%
Memberships	9,482	550	5.80%	550	6%
Rents and leases	203,660	199,107	97.76%	49,776	24%
Repair & service equipment	41,220	4,169	10.11%	4,169	10%
Vehicle repair services	90,000	31,228	34.70%	31,228	35%
Reimbursements		(5,016)		(5,016)	
Gas & oil supplies	17,100	1,473	8.61%	1,473	9%
Vehicle maintenance-tires	15,000	1,000	6.67%	1,000	7%
Maint. Radio & electrical equip.	7,380	-	0.00%	-	0%
Maintenance building & grounds	36,500	1,124	3.08%	1,124	3%
Employee travel expenses	5,400	698	12.93%	698	13%
Professional/Specialized services	617,642	128,751	20.85%	128,751	21%
Data processing service	18,324	10,031	54.74%	4,581	25%
Data processing supplies	-	-		-	
Information security	4,620	-	0.00%	-	0%
Insurance	123,283	58,465	47.42%	30,820	25%
Firefighting supplies	96,940	17,533	18.09%	17,533	18%
Recreation/Physical Fitness	2,600	-	0.00%	-	0%
Educational Supplies & Courses	41,039	2,630	6.41%	2,630	6%
Other Special Departmental Expenses	8,540	423	4.96%	423	5%
Interest on Notes & Warrants	1,000	-	0.00%	-	0%
Tax Assessments	23,000	-	0.00%	-	0%
Total Services & Supplies Expenses	1,756,232	508,438	28.95%	369,761	21.05%

TOTAL OPERATIONAL EXPENSES VS. BUDGETED

DESCRIPTION	FINAL BUDGET 24/25	Q1 Thru	% EXPEN	Q1 AMORTIZED	% AMORTIZED
TOTAL SALARIES AND BENEFITS	10,295,200	3,002,115	29.16%	2,382,065	23.14%

**TOTAL REVENUE COLLECTED
VS. BUDGETED**

DESCRIPTION	FINAL BUDGET FY2024-25	ACTUAL FIRST QTR FY2024-25	% REC'D
TOTAL PROPERTY TAXES	5,182,857	6,077,840	117.27%
TOTAL BENEFIT DISTRICT	1,363,968	1,364,912	100.07%
TOTAL INTERGOVERNMENTAL	868,831	25,933	2.98%
TOTAL MEASURE O	2,725,107	2,725,107	100.00%
TOTAL OTHER REVENUE	99,625	-	0.00%
TOTAL REVENUE	10,240,388	10,193,792	99.54%

FINANCIAL POSITION AND OUTLOOK

- Expenditures align with budget expectations
- Transitional budget
- Maintain flexibility
- Mid-year adjustment may be necessary



RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: November 13, 2024

SUBJECT: Fire Station 76 Kitchen Repair and Renovation Work

BACKGROUND:

The kitchen at Fire Station 76, constructed approximately 33 years ago, requires renovation and repair. This project received preliminary funding approval in the adopted capital budget, with the understanding that further budget adjustments may be necessary following the receipt of formal bids.

Staff has obtained a cost-effective competitive bid from BMT Construction Inc., a licensed and qualified contractor. BMT Construction has successfully executed similar projects for the district, including bathroom renovations at both fire stations, and is positioned to complete the work efficiently and within the required timeframe. Alongside the primary contract for the kitchen renovation, bids for appliances and a projected meal allowance have also been included and are now presented for the Board's consideration and approval.

FISCAL IMPACT:**Kitchen Renovation Contract with BMT Construction Inc.:**

Staff has secured a cost estimate from BMT Construction Inc. (Exhibit A and Attachment 1) and a proposed contract (Attachment 2) for the renovation of Station 76's kitchen, with a projected cost of \$59,730.

The estimate does not account for appliances or remediation of significant underlying issues such as mold or other unforeseen adverse conditions.

Appliance Purchase:

To optimize cost efficiency, staff have secured an estimate for the necessary appliances separately from the construction contract. The estimated cost for appliances is \$14,609 (Attachment 3).

Meal Allowance As an alternative to providing Station 76 personnel with temporary cooking facilities, staff recommends providing a meal allowance for on duty station 76 personnel at a cost not to exceed \$200.00 per day for three personnel (\$12,000 for 60 days).

Contingency Fund:

Given the potential for additional costs related to unforeseen circumstances such as the discovery of mold, the need for permits, or other materials, staff requests an additional \$15,000 in spending authority for a total project cost of up to \$101,339.

The approved final budget allocated \$95,000 for this project (with some approved additional overage funding for all capital projects combined). The revised total cost of this project is estimated at \$101,339, which includes \$86,339 for estimated costs and \$15,000 for overage and miscellaneous costs. If approved this would require an additional \$6,339 spending authority and funding beyond the previously approved allocation, but no anticipated additional capital funding to the overall budget.

RECOMMENDATION:

Staff respectfully requests that the Board of Directors adopt the attached resolution (Attachment 5), authorizing the Fire Chief to:

1. Enter into a contract with BMT Construction Inc. for the kitchen renovation at Station 76.
2. Approve the purchase of necessary appliances and the provision of a daily meal allowance of \$200 per day.
3. Approve capital funds not to exceed \$101,339 which includes \$15,000 for potential overages related to permits, change orders, or mold remediation.

ATTACHMENTS:

1. BMT Construction Inc. Estimate for Station 76 Kitchen Renovation
2. BMT Construction Contract
3. Appliance Estimates
4. Resolution No. 2024-27



airportappliance.com
 3525 Arden Road Suite
 100
 Hayward CA 94545
 (925) 265-7154

AGENDA ITEM 13

Quote

#ESTPDC7620

Quote Date : 10/16/2024

Expiration Date : 11/14/2024

Bill To

RODEO HERCULES FIRE STATION 76
 1680 REFUGIO VALLEY RD
 Hercules CA 94547
 (510) 685-6545
JABISCHOFF@HOTMAIL.COM

Ship To

RODEO HERCULES FIRE STATION 76
 1680 REFUGIO VALLEY RD
 Hercules CA 94547

Sales Rep Email ID	Sales Rep	Delivery Notes	Type Of Delivery
mike.moreno@airportappliance.com	1029 MIKE MORENO	DROP OFF INSIDE FIRE STATION	Free Standing Delivery

Quantity	Brand	Item	Description	Ship Location	Scheduled Del	Amount
1	Monogram	ZGP366NTSS Gas Range	STATEMENT" WIDTH BURNERS	a. Product Distribution Center		\$5,680.00
1	Monogram	ZSB9132VSS Built In Microwave	30" STATEMENT FIVE-IN-ONE WALL OVEN WITH 120V ADVANTIUM	a. Product Distribution Center		\$2,800.00
1	LG Appliances	LRMDS3006S French Door Refrigerator	30 CU.FT. 4 DOOR FRENCH DOOR, DOOR- IN-DOOR, FULLY CONVERTIBLE DRAWER, DUAL ICE, ICE WATER DISPENSER WITH MEASURE FILL, PRINTPROOF STAINLESS STEEL	a. Product Distribution Center		\$2,899.00
1	LG Appliances	LDTH7972S Built In Dishwasher	TOP CONTROL WITH TOWEL BAR, 42 DB, SMART WI-FI, QUADWASH PRO, DYNAMIC HEAT DRY, TRUE STEAM®, ADJ. 3RD RACK, GLIDE RAIL, WHEEL BEARING, LED TUB LIGHT, PRINTPROOF STAINLESS STEEL	a. Product Distribution Center		\$999.00
1	Zephyr	AK2136CS Under Cabinet Hood	TYPHOON, UC, 36IN, SS, LED, AC	a. Product Distribution Center		\$899.00



AIRPORT
HOME APPLIANCE

airportappliance.com
3525 Arden Road Suite
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Hayward CA 94545
(925) 265-7154

AGENDA ITEM 13

Quote

#ESTPDC7620

Quote Date : 10/16/2024

Expiration Date : 11/14/2024

Quantity	Brand	Item	Description	Ship Location	Scheduled Del	Amount
1	Frigidaire Parts	5304506295 Delivery & Install Parts	DELUXE DISHWASHER INSTALL KIT	a. Product Distribution Center		\$34.99
1	Frigidaire Parts	5304520140 Delivery & Install Parts	4' X 5/8" COATED GAS CONNECTOR	a. Product Distribution Center		\$34.95
1	Frigidaire Parts	5304437642 Delivery & Install Parts	6' BRAIDED STAINLESSSTEEL KIT	a. Product Distribution Center		\$24.95

Subtotal \$13,371.89

Tax Total (%) \$1,236.90

Total \$14,608.79



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Quote Date : 10/16/2024

Expiration Date : 11/14/2024

RETURN POLICY

A Return Merchandise Authorization (RMA) number is required for the initiation of all returns. Please contact our Customer Service team at 866.304.4449 or email us through the Contact Us form found on our website. You can also initiate the process by calling your sales associate. Please read below details of our policy.

Operational/Mechanical Defective or Damaged Products:

- All new-in box products with defects or damages due to operational or mechanical issues must be reported within 48 hours of delivery or pick up to be eligible for a straight exchange. After 48 hours, please contact the product's manufacturer directly. Contact information for the manufacturer may be found in the product literature. *Note: Most manufacturers require at least one service call to diagnose the problem before a return is authorized.*
- If the unit was installed by the customer or their contractor, any operational or mechanical issues must be diagnosed by the manufacturer's service provider to determine if a return or exchange is allowed.

Cosmetically Damaged/Defective Products:

- Before accepting the unit, you must inspect the item for any cosmetic damage or defect. If any exist, you have the right to refuse the unit immediately. However, if you decide to take possession of the product, the item will not be eligible for a refund.
- If you decide not to inspect the unit and accept it, you will assume all liability for the damage.

Open Box/Clearance Products: All "Open Box" and "Clearance" products are sold as is, and are considered Final Sale. The product's full manufacturer's warranty is still guaranteed to operate. Open Box/Clearance products may have cosmetic wear. No refunds or exchanges.

Special Order Products: Special order merchandise are items not routinely stocked by Airport Home Appliance and are ordered specifically for you. Special order products are not eligible for return unless they are damaged or defective. All Home Delivery and warehouse pickup items must be inspected at the time of customer receipt.

Non-Returnable Products: Fees for labor and delivery services that have already been completed, Used Parts & accessories like water filters, Water lines, Electric Cords, Gas Flex Lines etc.

Pick-up of Products to be Returned: All products that are eligible for return or exchange are subject to a pick-up fee of \$ 29.95

REFUND POLICY

Once a product is returned, we will start processing your refund.

Refunds are issued in the same form as the original purchase.

- If the item was paid for by credit or debit card a refund will be made to the same card.
- If the item was paid for with a check or cash, the amount will be refunded by check within 10 calendar days from the return date.
- If the item was paid through financing, the amount will be credited against the total balance with the financing company (Wells Fargo or Synchrony).



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Quote

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Quote Date : 10/16/2024

Expiration Date : 11/14/2024

SALES ORDER TERMS

Customer must pick up or take delivery of all items within 30 days of arrive or "in stock date". In-stock and special order items not picked up or delivered within said period may be subject to product release or cancellation with refund.

By providing the phone number & email above, you consent to receive text messages & emails from Airport Home Appliance's about your order and delivery. SMS Messages and data rates may apply. The number of messages depends on order details. See Airport Home Appliance's SMS Terms and Privacy Policy at www.airportappliance.com

Signature:

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND
BMT Construction & Maintenance Inc.
FOR
Fire Station 76 Repairs and Renovation Work**

THIS AGREEMENT for emergency facility repairs and renovation services is made by and between the Rodeo-Hercules Fire Protection District (“District”) and BMT Construction & Maintenance Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of November 13, 2024 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on May 1 1, 2025 or upon satisfactory completion and District acceptance of the work specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor’s obligations hereunder.
- 1.5 **Reserved.**
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. District hereby agrees to pay Contractor a sum not to exceed \$, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person. All change orders must be approved in writing by the Contract Administrator, and may be subject to budget approval by the Board of Directors. No change order is approved or effective without express written approval of the Contract Administrator.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Compensation for services rendered shall be paid on a time and expenses basis as stated in Contractor's proposal, attached hereto as Attachment B, and shall not exceed the maximum total payment amount under this Agreement listed above. Contractor shall submit invoices or pay applications, not more often than once a month during the term of this Agreement, based on the cost for time and expense billable within a given month.
- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices or pay applications received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

- 2.3 Final Payment.** District shall pay the last 5% of the total sum due pursuant to this Agreement within 30 days after District acceptance of each project and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Contractor pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses. Should reimbursable expenses occur, the total amount of reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work accepted by District as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 Liquidated Damages.** Failure of Contractor to respond to problems referred to it by District within the time limits established in Subsection 1.2 of this Agreement, or to complete the Agreement by March 1, 2025 shall result in liquidated damages of \$250 per day.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment

listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to District to use facilities or equipment not otherwise listed herein.

- 3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the District and regulatory agencies that may be on or about the work.

The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on District property could be hazardous. Contractor shall carefully instruct all personnel working on District property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other District requirements contained in any specifications, special conditions or manuals, which shall be made available by District upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the District to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT DISTRICT'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the District, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the District's existing sanitary facilities, unless previously authorized by the District.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

District reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then District may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 RESERVED.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial

guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the District.

4.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted..

4.6 Remedies. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

Contractor shall also indemnify, defend and hold harmless the District from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the District or any of its officers, employees,

volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the District against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the District. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS), or Contra Costa County Employees' Retirement Association as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or CCCERA benefits.

- 6.2 **Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, including a valid Contractor's State License Board license. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the applicable city or county, respectively.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement.

- 8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by the Fire Chief ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 **Notices.** Any written notice to Contractor shall be sent to:

BMT Construction & Maintenance Inc.
 4307 Arleda Lane
 Concord, CA 94521
 Ph: _____
 Email: _____

Any written notice to District shall be sent to:
 Fire Chief Rebecca Ramirez
 Rodeo-Hercules Fire Protection District

1680 Refugio Valley Road
 Hercules, CA 94547
ramirez@rhfd.org

With a copy to:
 Captain John Bischoff
 Rodeo-Hercules Fire Protection District
 1680 Refugio Valley Road
 Hercules, CA 94547
bischoff@rhfd.org

- 10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A & B represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services, Compensation Schedule & Reimbursable Expenses
<u>Exhibit B</u>	Prevailing Wage Requirements

- 10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

RODEO-HERCULES FIRE
PROTECTION DISTRICT

BMT CONSTRUCTION & MAINTENANCE INC

Rebecca Ramirez, Interim Fire Chief

Its:_____

Attest:

Contractor's DIR Registration Number

Kimberly Corcoran, District Secretary

Contractors CSLB #

Approved as to Form:

Richard D. Pio Roda, District Counsel

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION STATION 76

BMT Construction & Maintenance INC
 4307 Arleda Ln
 Concord, CA 94521 US
 +1 9253811419
 Dean@bmtconstructioninc.com

Estimate

ADDRESS
John Bishop CC fire dept

ESTIMATE #	DATE
1121	10/22/2024

P.O. NUMBER
 #76 kitchen remodel

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Kitchen Remodel at Station 76			
Services	- Apply for and ensure all permits/inspections/and sign offs - Prep station for dust and debris TBD	1	0.00	0.00
Services	- Remove existing cabinetry and appliances	1	2,850.00	2,850.00
Services	- Remove wet wall at existing sink, trench new sink drain to new location	1	5,250.00	5,250.00
Services	- Confirm and install as needed new electrical placement for all plugs (counter & appliances including refrigerator, dishwasher, garbage disposal, stove, stove hood, dedicated microwave) - Install new wiring for under cabinet lighting (switch at sink)		3,500.00	3,500.00
Services	- Confirm and install as needed, gas line and gas line shutoff for stove - Confirm and install as needed all water and waste lines for sink, refrigerator, and dishwasher - Confirm and adjust if necessary hood vent duct		3,850.00	3,850.00
Services	- Supply and install new wall cabinetry (upper and lower) - Supply and install new island cabinetry	1	23,620.00	23,620.00
Services	- Fabricate and install new Quartz type countertops on wall cabinetry - Fabricate and install new Quartz type countertop @ island	1	6,100.00	6,100.00
Services	- Install new tile backsplash @ wall cabinets - Install new single bowl sink (including supply and waste) - Install new sink faucet (including supply lines) - Install new garbage disposal (switch at sink wall) - Install new dishwasher and tie in electrical, supply, and waste - Install new refrigerator including water supply line - Install new stove including flex gas line and auto shut	1	5,500.00	5,500.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Services	off/reset switch - Install new under cabinet vent hood - Install new built in microwave and trim kit - Rewire and adjust switches to overhead lighting so light banks work with remodel - Replace overhead fluorescent light boxes with Halo adjustable 6" remodel recessed can lights - Patch concrete floor @ island trench	1	3,650.00	3,650.00
Services	- Patch and texture sheetrock as needed - Caulk and paint all areas affected	1	2,960.00	2,960.00
Services	- Remove and dispose of all debris daily - Clean jobsite daily	1	2,450.00	2,450.00

TOTAL **\$59,730.00**

EXHIBIT B**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.****HOURS OF WORK:**

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the District \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the District's Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

RESOLUTION 2024-27

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING KITCHEN REPAIR AND
RENOVATION WORK AT STATION 76**

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to begin kitchen repair and renovation work at Station 76.

WHEREAS, in the interest of the health and safety of employees, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement with BMT Construction, Inc, with an estimated amount of \$ 59,730 and includes one (1) kitchen renovation and repair at Station 76, as well as appliances at an approximate cost of \$14,609, and a \$200 daily meal allowance for sixty (60) days, with an additional \$15,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or remediation of mold.

NOW, THEREFORE, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE** that it approves and authorizes the Fire Chief to execute a contract with BMT Construction, Inc, to repair and renovate the kitchen at Station 76 for a cost of \$59,730 and further approves and authorizes the purchase of appliances at an approximate cost of \$14,609 and a \$200 daily meal allowance with an additional \$15,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or remediation of mold for a total projected maximum cost of \$101,339.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 13th day of November 2024, by the following vote of the Board:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, Rodeo-Hercules Fire Protection District

FROM: Rebecca Ramirez, Interim Fire Chief

DATE: November 13, 2024

SUBJECT: Resolution No. 2024-28: Memorandum of Understanding Between RHFD and IAFF Local 1230 Side Letter, Leaves of Absence

BACKGROUND

The International Association of Firefighters, Local 1230 (“IAFF 1230”) represents the United Professional Firefighters of Contra Costa County, including 18 members from the Rodeo-Hercules Fire Protection District who play an essential role in delivering reliable emergency, rescue, and fire services within the District. The current Memorandum of Understanding (MOU) with IAFF Local 1230 is effective through July 1, 2025. Following a review in early October, it was determined that the existing language pertaining to the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) required updates for accuracy and compliance. On October 23, 2024, with authorization from the Board, Fire Chief Rebecca Ramirez initiated a meet-and-confer process with Local 1230 representatives to address these modifications.

The proposed side letter and MOU amendment, tentatively approved by Local 1230, are attached for the Board’s review. This amendment focuses exclusively on Section 10, “Leaves of Absence,” and incorporates language primarily adapted from Contra Costa County Fire Protection District’s Section 13 on Leaves of Absence.

To keep the guidelines in the Side Letter consistent with District Policies, Personnel Bulletin 6 will be updated where applicable to reflect these changes so that both represented and unrepresented employees are afforded the same leave protections.

FISCAL IMPACT

There are no direct fiscal impact associated with these changes. The revised language enhances clarity on state and federal compliance requirements and allows employees the option to use accrued paid leave during applicable absences.

RECOMMENDATION

Staff recommends that the Board approve and adopt Resolution No. 2024-28, amending Section 10, “Leaves of Absence,” of the MOU with IAFF Local 1230.

ATTACHMENTS

1. Current Memorandum of Understanding, Section 10
2. Proposed Memorandum of Understanding, Section 10 (Revised)
3. Resolution 2024-28

SECTION 10- LEAVE OF ABSENCE10.1 Leave Without Pay.

Any employee who has regular status may be granted a leave of absence without pay upon written request, approved by the Fire Chief/Administrator provided, however, that leaves for pregnancy and family shall be granted in accordance with applicable state and federal law. Upon request to the Fire Chief/Administrator, any employee who has permanent status shall be entitled to up to four (4) months (less, if so requested by the employee) parental leave of absence, commencing with the birth, adoption, or serious illness of a child or dependent parent.

Requests for leave without pay shall be made in writing to the Fire Chief/Administrator and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return.

A leave without pay may be for a period not to exceed four (4) months, provided the Fire Chief/Administrator may extend such leave for additional periods. Procedure in granting

AGENDA ITEM 13

extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave except where the circumstances do not allow such notice. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall so request of the Fire Chief/Administrator in writing. Approval to return prior to the expiration of such leave is solely at the discretion of the Fire Chief/Administrator.

The decision of the Fire Chief/Administrator shall be in writing within seventy-two (72) hours on granting or denying a leave of absence, denying a leave of absence or its extension shall be not subject to appeal through the grievance procedure set forth in Section 18 of this Memorandum of Understanding.

An employee who requests a leave of absence in accordance with the Family Medical Leave Act (FMLA) shall be reinstated to the same classification from which the leave was taken and the District shall make its best effort to return such employee to the same geographical location and shift. Questions as to whether or not the District used its best effort herein, shall not be subject to the grievance procedure.

Furthermore, an employee who requests a leave of absence in accordance with the FMLA shall continue to receive benefits as if the employee was in regular pay status.

10.2 Unauthorized Absence.

An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the Fire Chief/Administrator, or at the expiration of a leave shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 11 – HEALTH AND WELFARE, LIFE AND DENTAL CARE

SIDE LETTER OF AGREEMENT

Rodeo-Hercules Fire Protection District

And

United Professional Firefighters, IAFF, LOCAL 1230

This Side Letter of Agreement is entered by and between the Rodeo-Hercules Fire Protection District (“District”) and Rodeo-Hercules Fire Protection District members of the United Professional Firefighters, IAFF, LOCAL 1230 (“Local 1230”) with respect to the following:

WHEREAS, the District and Local 1230 are parties to a Memorandum of Understanding (“MOU”) with the term of July 1, 2024 through June 30, 2025 that sets forth the compensation, hours, and other terms and conditions of employment for classifications in the bargaining unit represented by Local 1230;

WHEREAS, Section 10 (Leave of Absence) of the MOU includes provisions that set forth the terms of leave of absence;

WHEREAS, Section 10 did not adequately address the terms and conditions for leaves of absence in accordance with Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

WHEREAS, the parties have met and conferred in good faith and agreed to modify Section 10 of the MOU to clarify all the terms and conditions for leaves; and

NOW THEREFORE, the District and Local 1230 agree to amend the MOU as follows:

1. The following language shall supersede and replace Section 10 of the MOU in full, while all other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU:

10.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves under the Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

10.2 General Administration - Leaves of Absence.
Requests for leave without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
1. Employee's own illness, disability, or serious health condition;
 2. pregnancy or pregnancy disability;
 3. parental family care for family members;
 4. to take a course of study such as will increase the employee's usefulness on return to the position;
 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer of the need for leave as soon as possible and practical.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for Family and Medical Leave Act (FMLA), and/or California Family Rights Act (CFRA) shall be granted to an employee who so requests it for up to twelve (12) weeks in a rolling twelve (12) month period in accordance with Section 10.4 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall provide reasonable notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The District shall be notified promptly of such return.
- F. Except in the case of leave of absence due to Pregnancy Disability Leave Act, Family and Medical Leave Act

(FMLA), and California Family Rights Act (CFRA), the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Fire Chief or their designee and not subject to appeal through the grievance procedure set forth in this MOU.

10.3 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service without any loss of standing of any kind whatsoever provided such position still exists, the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA.

10.4 Family & Medical leave Act (FMLA)/California Family Rights Act (CFRA). Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward preceding the start of the FMLA/CFRA leave, any eligible employee shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

10.5 Certification. The employee may be asked to provide certification of the need for Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

10.6 Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 13.11 below. When paid leave accruals are used for Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA), such time shall be counted as a part of the twelve (12) week entitlement.

10.7 Aggregate Use for Parents. In the situation where both parents are employed by the District, the Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both parents together of twelve (12) weeks during a rolling twelve (12) month period. Employees requesting FMLA/CFRA are required to advise their appointing authority(ies) when the other parent is also employed by the District.

10.8 Definitions. For Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leaves of absence under this section, the following definitions apply:

- a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- c. Spouse: A partner in marriage as defined in Family Code Section 300.
- d. Domestic Partner: As defined in Family Code Section 297.
- e. Serious Health Condition: An illness, injury, impairment, or

physical or mental condition which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) and which for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.

f. Certification for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA). A written communication to the employer from a health care provider of an employee with a serious health condition or illness or from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. for family care, an estimate of frequency and duration of the leave required to render care or supervision for the family member;
4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member, and its expected duration.

10.9 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used, that time will not be considered a part of the twelve (12) week California Family Rights Act (CFRA) period.

10.10 Group Health Plan Coverage. Employees who request

a leave of absence in accordance with Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) and Pregnancy Disability Leave shall continue to receive benefits as if the employee was in regular pay status. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 10.11. During the twelve (12) weeks of an approved FMLA/CFRA leave under Section 10. above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 10.11. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

10.11 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 9.1 - Sick Leave), vacation, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by SDI/Sick Leave Integration or in the sections below.
- B. Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA). During the twelve (12) weeks of approved FMLA/CFRA leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 11-Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A above.

C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9 - Sick Leave or as described above for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) or Pregnancy Disability Leave.

Leave of Absence Replacement and Reinstatement. Any permanent employee who requests a leave of absence in accordance with the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) or Pregnancy Disability Leave shall be reinstated to the same classification from which the leave was taken and the District shall make its best effort to return such employee to the same geographical location and shift. Questions as to whether or not the District used its best effort herein, shall not be subject to the grievance procedure.

10.12 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

10.13 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

FOR RODEO HERCULES FIRE PROTECTION DISTRICT:

Delano Doss, Board Chair Date

Rebecca Ramirez, Interim Fire Chief Date

FOR THE UNION:

Vince Wells, President Date

John Bischoff, Bargaining Team Member Date

Anthony Stephens, Bargaining Team Member Date

RESOLUTION 2024-28**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE PROTECTION DISTRICT APPROVING AND ADOPTING A SIDE LETTER OF AGREEMENT BETWEEN THE RODEO HERCULES FIRE PROTECTION DISTRICT AND UNITED PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 1230**

WHEREAS, on July 10, 2024, the Board of Directors of the Rodeo-Hercules Fire Protection District adopted Resolution 2024-16 for the purpose of adopting the Memorandum of Understanding (MOU) between the District and the Local 1230

WHEREAS, subsequent to the adoption of the MOU, 1230 representatives and District representatives mutually agreed to amend the adopted 2024-2025 MOU-Section 10, Leaves of Absence, with a Side Letter of Agreement between the District and Local, attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE** as follows:

1. The Side Letter Agreement attached hereto as Exhibit A is approved and adopted.
2. The Side Letter Agreement amends the MOU between the District and Local 1230.
3. All other terms and conditions of the MOU remain in full force and effect.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 13th day of November 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

**AMENDMENT NO. 2 TO
INTERIM FIRE CHIEF EMPLOYMENT AGREEMENT**

This **Amendment No. 2** (“Amendment No. 2”) is made by and between the Rodeo-Hercules Fire Protection District (“District”) and Rebecca Ramirez (“Employee”) (together sometimes referred to as the “Parties”) effective as of November 13, 2024, and amends that certain Interim Fire Chief Employment Agreement (“Agreement”) effective May 22, 2023, between the Parties.

WHEREAS, District and Employee executed the Agreement, pursuant to which Employee serves as Interim Fire Chief for the District, and

WHEREAS the Parties desire to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Section 2 of the Agreement entitled “TERM” is hereby amended to reflect the Parties’ understanding and agreement that Employee shall serve from the effective date of this Amendment No. 2 of November 13, 2024 until June 30, 2025 or when a new Fire Chief is appointed, whichever is sooner; and
2. All other terms shall remain in full force and effect.
3. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, District has caused this Amendment No. 2 to the Agreement to be signed and executed on its behalf by its Chairperson of the Board and duly attested by the Secretary of the Board.

Rebecca Ramirez

Delano Doss, Chairperson
Board of Directors
Rodeo-Hercules Fire Protection District

Attest:

Kimberly Corcoran, Secretary of the Board

Approved as to Form:

Richard D. Pio Roda, District Counsel

RESOLUTION NO. 2024-29

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO-HERCULES FIRE PROTECTION DISTRICT TO APPROVE AND AUTHORIZE THE CHAIRPERSON OF THE BOARD TO EXECUTE AMENDMENT NO. 2 TO THE INTERIM FIRE CHIEF’S EMPLOYMENT AGREEMENT

WHEREAS, Amendment No. 2 to the Interim Fire Chief’s employment agreement between the Rodeo-Hercules Fire Protection District and Rebecca Ramirez is presented to this board of Directors, a draft of which is attached to this Resolution; and

WHEREAS, the proposed amendment does not change or affect the current budget; and

WHEREAS, the Board is familiar with the contents thereof.

NOW, THEREFORE, the Board of the Rodeo Hercules Fire Protection District does **RESOLVE** as follows:

1. That said Amendment No. 2 to the Interim Fire Chief’s employment agreement is hereby approved and execution by the Chairperson of the Board is hereby authorized.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors held on the 13th day of November 2024, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

TO: Board of Directors, RODEO-HERCULES FIRE PROTECTION DISTRICT
FROM: Richard Pio Roda, District Counsel
DATE: November 13, 2024
SUBJECT: Adopt a Resolution Approving the Board Directors Internal Discipline Policy, Adding Section 1.39 to the Board Directors' Policies and Procedures

RECOMMENDATION

For the Board of Directors' consideration, attached is a Resolution approving an internal discipline policy.

BACKGROUND

At present, the Rodeo Hercules Fire Protection District lacks an administrative policy outlining procedures for discipline of members of the Board of Directors. The Board of Directors Policy does not provide any mechanism for enforcement of its rules and requirements. To provide for discipline when a violation of any law, bylaw, order, or policy of the District, including the Board of Directors' Policies is committed, the Resolution and draft policy as an exhibit to the Resolution is presented for the Board's consideration.

Analysis

The policy applies to members of the Board of Directors of the Rodeo Hercules Fire Protection District when an alleged violation of any law, bylaw, or policy occurs. This includes the Board of Directors' Policies.

Options for discipline are provided, after the initial intake procedure is followed. The policy also provides a means for members of the public to file a complaint against a Board member for violations of law or policy, including the Board of Directors Handbook. The Board of Directors would receive the complaint, after which the Chair would appoint an ad hoc committee of the Board to review the complaint to assess/conduct due diligence of the complaint, and provide a recommendation regarding no further action, authorization to conduct a full investigation, or to commence discipline.

Options for discipline after the procedures are completed could be, for example, direction from the Board of Directors for the subject Board member to consult with the Chair. Another form of

discipline could be a letter of reprimand, which is a public record and may contain recommendations or requirements for action, such as training or counseling.

The Board could go directly to adopt a resolution of censure. This type of action is typically reserved for serious offenses, such as intentional or knowing violations of law or policy. In accordance with Constitutional rights of equal protection and due process, a censure resolution must establish sufficient facts to support the decision to censure the member, and the member must be afforded notice and opportunity to be heard before the resolution is adopted.

Financial Impacts

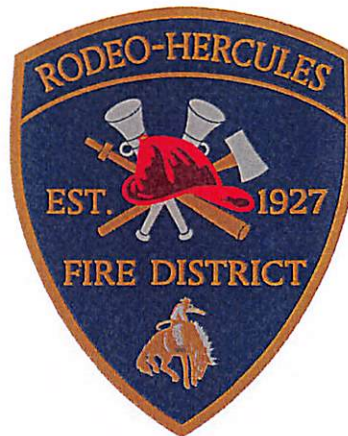
No financial impacts are associated with the adoption of the proposed policy.

ATTACHMENTS

Attachment A: Resolution Approving Internal Discipline Policy

Attachment B: Internal Discipline Policy

RODEO-HERCULES FIRE PROTECTION DISTRICT



Code of Ethics and Conduct for
Elected and Appointed Officials

PURPOSE:

The citizens and businesses of Rodeo and Hercules are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials recognize that stewardship of the public interest must be their primary concern, Members will work for the common good of the people of Rodeo and Hercules and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Rodeo - Hercules Board of Directors, and committees.

The Rodeo - Hercules Fire Protection District Board of Directors adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Rodeo - Hercules Fire Protection District.

PRINCIPLES:

Comply with both the letter and spirit of the laws and policies affecting the operations of government;
 Are independent, impartial and fair in their judgment and actions;
 Use their public office for the public good, not for personal gain; and
 Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the Rodeo - Hercules Fire Protection District Board of Directors, their appointed Committees shall conduct themselves in accordance with the following ethical standards.

IMPLEMENTATION:

As an expression of the standards of conduct for Members expected by the District, the Rodeo – Hercules Fire Protection District Ethics Policy is intended to be self-enforcing. It therefore becomes most effective when Members are thoroughly familiar with it, and embrace its provisions. For this reason, this Ethics Policy shall be included in the regular orientations for candidates for Board of Director, application packets to commissions, boards, and committees, and given to newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the Rodeo – Hercules Fire Protection District Ethics Policy. In addition, the Ethics Policy shall be periodically reviewed and updated by the Board of Directors upon its own recommendation and recommendations from commissions, boards, committees, and the citizens of Rodeo and Hercules.

COMPLIANCE:

The Rodeo – Hercules Fire Protection District Ethics Policy expresses standards of ethical conduct expected for members of the District Board, commissions, boards, and committees. Members themselves have the primary responsibility to assure that ethical standards are understood and met, so that the public can continue to have full confidence in the integrity of government. In the event of violation of this Ethics Policy by a member of a commission, board, or committee, where removal by the District Legal Council is permitted without cause, the District Legal Council may remove that person from office. A violation of this Ethics Policy shall not be a basis for challenging the validity of any Council, commission, board, or committee decision.

Sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the Fire Chief and the District Legal Counsel after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to

result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

CONDUCT GUIDELINES:

The Conduct Guidelines are designed to describe the manner in which Board Members should treat one another, District staff, constituents, and others they come into contact with while representing the Rodeo - Hercules Fire Protection District Board of Directors.

Comply with the Law.

Members shall comply with the laws of the nation, the State of California, and the Rules and Procedures of the Rodeo – Hercules Fire Protection District Board of Directors in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Members shall also comply with all applicable District policies and procedures.

Conduct of Members

The professional and personal conduct of Members must be above reproach. Members should take steps to avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, commissions, boards and committees, the staff or public.

Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the District for commissions, boards, and committees governing the deliberation of public policy issues, in order to allow meaningful involvement of the public, and implementation of policy decisions.

Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus their attentions on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or interfering with the orderly conduct of meetings.

Decisions Based on Merit

Members shall base their decision on the merits and substance of the matter at hand, rather than on unrelated considerations.

Communication

For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the Districts Legal Council. Members shall publicly share substantive information that is relevant to a matter under consideration by the Board or it's committees, which they may have received from sources outside of the public decision making process.

Conflict of interest

In order to assure their independence and impartiality on behalf of the common good, Members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, Members shall disclose investments, interests in real property, sources of income and gifts; and should abstain from participating in deliberations and decision making where conflicts may exist.

When participating as a Member does not implicate the specific statutory criteria for conflict of interest, however, participation does not "look" or "feel" right, that Member has probably encountered the appearance of impropriety. For the public to have faith and confidence that government authority will be implemented in an even-handed and ethical manner, Members may, for the good of the community, need to step aside to avoid the appearance of a conflict of interest, even though no technical conflict exists. Members are further subject to the Conflict of Interest Policy of the Fair Political Practices Commission or other appropriate state agency.

Gifts and Favors

Members shall not use their public office to take any special advantage of services or opportunities for personal gain that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefit which might compromise their independence of judgment or action or give the appearance of being compromised

Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the District to the extent confidentiality is required by the Brown Act. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance theirr personal, financial or other private interests.

Use of Public Resources

Members shall not use public resources not available to the public in general, such as District staff time, equipment, supplies or facilities, for private gain or personal purposes.

Representations of Private Interests

In keeping with their role as stewards of the public interest, Members of the Board shall not appear on behalf of the private interests of third parties before the Board of Directors or any commission, board, committee, or proceeding of the District, nor shall members of commissions, boards, and committees appear before the Board of Directors on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

BEHAVIOR AND CONDUCT:

The Rodeo – Hercules Fire Protection District’s Board of Directors Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the District Board, and Committees. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of the Board. Although all members of the District Board of Directors share the responsibility to maintain the Code of Ethics. The Boards Chair and the Districts Fire Chief have the additional responsibility to intervene when actions of members of the Board or Committees appear to be in violation of the Code of Ethics and that conduct are brought to their attention.

Board Members:

Board Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the District Board of Directors. Serious infractions of the Code of Ethics could lead to other sanctions as deemed appropriate by the Contra Costa County District Attorney.

Individual Board Members should point out to the offending Board Members perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the District Legal Counsel in private.

Disclosure of Corruption:

All members shall take an oath upon assuming office, pledging to uphold the constitution and the State and the Federal government. As part of this oath, members commit to disclosing to the appropriate authorities and/or to the Board of Directors any behavior or activity that may qualify as corruption, abuse, fraud, bribery or other violation of the law.

Conduct with the Public and fellow Board Members in Public Meetings:

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with care and gentleness.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce limits on speakers at the start of the public hearing process.

Board Members are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

Practice active listening:

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

Maintain an open mind:

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

Ask for clarification, but avoid debate and argument with the public:

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing

Practice civility and decorum in discussions and debate:

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

Avoid personal comments that could offend other members:

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches:

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Honor the role of the chair in maintaining order:

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

When attending a public meeting, be careful to only express personal opinions:

Board members may attend any meetings which are always open to any member of the public. However, they should be sensitive to the way their participation is interpreted. Any public comments by a Board member should be clearly made as individual opinion and not a representation of the feelings of the entire Board of Directors.

Members shall represent the official policies or positions of the Board, commission, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Members shall explicitly state they do not represent the Rodeo – Hercules Board of Directors, nor shall they allow the inference that they do. When representing the District on federal, state, or regional bodies, Members shall advocate policies which are in the best interest of the District over their own personal interests.

CITIZEN COMMITTEES

The Board of Directors may establish Committees as a means of gathering more community input. Citizens who serve on Committees become more involved in government and serve as advisors to the District Board of Directors. They are a valuable resource to the District's leadership and should be treated with appreciation and respect.

Limit contact with Committee members to questions of clarification:

It is inappropriate for a Board member to contact a Committee member to lobby on behalf of an individual. It is acceptable for Board members to contact Committee members in order to clarify a position taken by the Board.

Respect that Committees serve the community, not individual Board members:

The District Board of Directors appoints individuals to serve on Committees and it is the responsibility of Committees to follow policy established by the District. But Committee members do not report to individual Board members, nor should Board members feel they have the power or right to threaten Committee members with removal if they disagree about an issue.

Appointment and re-appointment to a Committee should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Committee appointment should not be used as a political "reward."

Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

District Board Members Conduct with District Staff:

Governance of a District relies on the cooperative efforts of its elected officials, who set policy, and who advise District staff, and who implement, and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals:

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Do not disrupt District staff from their jobs:

Board Members should not disrupt District staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend District staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

Never publicly criticize an individual employee:

Board Members should never express concerns about the performance of a District employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Fire Chief through private correspondence or conversation

Do not get involved in administrative functions:

Board Members acting in their individual capacity must not attempt to influence District staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of District licenses and permits.

Do not solicit political support from staff:

Board Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from District staff. District staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

No Attorney-Client Relationship:

Members shall not seek to establish an attorney-client relationship with the Districts Legal Counsel, including his or her staff and attorneys contracted to work on behalf of the District. The Districts Legal Counsel represents the District and not individual members. Members who consult with the Districts Legal Counsel cannot enjoy or establish an attorney-client relationship with the attorney.

Be respectful of diverse opinions:

A primary role of Committees is to represent many points of view in the community and to provide the Board with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on Committees, but must be fair and respectful of all citizens serving on Committees.

Keep political support away from public forums:

Committee members may offer political support to a Board member, but not in a public forum while conducting official duties. Conversely, Board members may support Committee members who are running for office, but not in an official forum in their capacity as a District as a Board member.

Committee Members:

Counseling, verbal reprimands and written warnings may be administered by the Board of Directors, to Committee members failing to comply with District policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Board shall be distributed in memo format to the committee chair of the respective committee, the District Clerk, the District Legal Counsel, and the Fire Chief.

The Board of Directors may impose sanctions on Committee members whose conduct does not comply with the District's policies, up to and including removal from office. Any form of discipline imposed by the Board shall be determined by a majority vote of at least a quorum of the Board at a noticed public meeting and such action shall be preceded by a Report to the Board with supporting documentation.

When deemed warranted, a majority of the Board may call for an investigation of Board, or committee member conduct. Also, should the Fire Chief or District Legal Counsel believe an investigation is warranted; they shall

confer with the Board of Directors and in some cases ask the Contra Costa County District Attorney to investigate the allegation and report the findings.

RESOLUTION NO. 2019-01

RESOLUTION OF THE RODEO-HERCULES FIRE PROTECTION DISTRICT ADOPTING A CODE OF ETHICS AND CONDUCT FOR ELECTED AND APPOINTED OFFICIALS TO ASSURE PUBLIC CONFIDENCE IN THE INTEGRITY OF LOCAL GOVERNMENT AND ITS EFFECTIVE AND FAIR OPERATION

WHEREAS, the citizens and businesses within the jurisdiction of the Rodeo-Hercules Fire Protection District are entitled to fair, ethical and accountable government which earns the public's confidence; and

WHEREAS, the effective functioning of democratic government therefore requires that elected and appointed officials of the Fire District's commissions, boards, and committees, including ad hoc committees, comply with both the letter and spirit of the laws affecting the operations of government; and

WHEREAS, elected and appointed officials of the Fire District's board and committees, including ad hoc committees, must show that they are independent, impartial and fair in their judgment and actions; and

WHEREAS, public deliberations and processes must be conducted openly, except when closed session is permissible under State law, and must be conducted in an atmosphere of respect and civility; and

WHEREAS, all public resources are held in trust for the people, and must be used for the public good, not for personal gain; and

WHEREAS, nothing in this Resolution is intended to limit or otherwise infringe on the First Amendment rights of free speech or association of public officials and appointed members of the Fire District's Board of Directors and its appointed committees, including ad hoc committees, or to conflict with any other federal, state or local laws.

NOW, THEREFORE, in furtherance of the above-mentioned goals and values, the Rodeo – Hercules Fire Protection District Board of Directors hereby resolves to adopt the Code of Ethics and Conduct for Elected and Appointed Officials, attached hereto and made a part hereof, which shall apply to all Fire District Officials, including the elected Board Members and those appointed by the Board of Directors to committees, including ad hoc committees (collectively "Members"), to assure public confidence in the integrity of local government and its effective and fair operation.

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IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, sub-section, sentence, clause, and phrase hereof, irrespective of any one or more sections, sub-sections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo – Hercules Fire Protection District Board of Directors held on the 9th day of January 2019, by the following vote of the Board:

AYES: 4 (Covington, Gabriel, Hill, Thorpe)

NOES: 0

ABSENT: 1 (Prather)

ABSTAIN: 0



Andrew Gabriel, Chairman of the Board
Rodeo – Hercules Fire Protection District

RODEO-HERCULES FIRE PROTECTION DISTRICT



Board Policies

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BOARD OF DIRECTORS POLICY

1.1 PURPOSE OF BOARD POLICIES

It is the intent of the Board of Directors of the Rodeo Hercules Fire Protection District to maintain a collection of policies which shall include a comprehensive listing of the rules and regulations enacted by the Board from time to time. The policies shall serve as a resource for District Directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.

1.2 EVENT OF CONFLICT

If any policy or portion of a policy is in conflict with statutes or regulations having authority over the Rodeo Hercules Fire Protection District, said statutes or regulations shall prevail.

1.3 INITIATING NEW POLICIES OR AMENDMENTS

Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the Fire Chief. The proposed adoption or amendment is initiated by requesting the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Directors.

Directors shall have the opportunity to review the proposed adoption or amendment. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting. The agenda information packets with said copies shall be made available to each Director for review pursuant to meeting procedure and agenda policy.

1.4 ADOPTION

Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a majority affirmative vote of the entire Board of Directors.

1.5 APPLICABILITY

The following rules of order and procedures of the District shall apply to all regular, adjourned regular and special meetings of the Board of Directors. The purpose of the Meeting Rules and Procedures is to establish protocol that will be convenient for the public and contribute to the orderly conduct of District business.

1.6 MEETINGS

The term "meeting" means the gathering together of three or more members of the Board of Directors or a majority of the total members of the board at the same time and place established by ordinance, resolution or motion for regular or adjourned regular meetings or at

such other time and place as authorized by law for special meetings, for the purpose of acting in their official capacity as the legislative body of the District in the case of the Board of Directors, and in their official capacity as a board, to discuss, debate, hear, make decisions, commitments or promises by a majority of the board, or by actual vote by a majority of the board when sitting as a body or entity upon a motion, proposal, resolution, order or ordinance.

Unless otherwise authorized by law to be held in closed session, all such meetings shall be open and public; provided, however, the Board of Directors may hold closed sessions from which the public may be excluded for the consideration of such matter as are specifically provided by the laws of the state.

Special meetings of the Board may be held at any time upon the call of the Chairperson or in his/her absence or unwillingness to or make such a call, upon the call of a majority of the Board. Notice of any such meeting shall be given in accordance with the Ralph M. Brown Act, Government Code Sections 54950 et. seq., as amended. The definition of a meeting in addition to that set forth above, shall include all legislative or final appellate court definitions.

1.7 ADJOURNMENT

Any meeting may either be terminated or continued to another time, place or date by adjournment, regardless of whether or not all matters on the agenda or under discussion have been completed, acted on or concluded. Notwithstanding the above, no meeting shall be terminated before closing all public hearings which were notified for such meeting, without first continuing such public hearings to another time, place and date. Subject to the above, a motion to adjourn shall always be in order and decided without debate.

No meeting shall be adjourned to a date beyond the next regular meeting. Where a meeting is continued to a future date, if either the time or place, or either of them is not stated in the order of adjournment, it shall be deemed to be at the hour and place specified for regular meetings of the Board.

If less than a quorum of directors appear at a meeting, any member or, if all members are absent, the Fire Chief shall adjourn the meeting to a stated day and hour. The Fire Chief shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings, unless such notice is waived by a member of the Board.

Once adjourned, the meeting may not be reconvened.

1.8 QUORUM AND MAJORITY VOTE

A majority of the total members of the Board shall constitute a quorum and shall be sufficient to transact regular business. Such a quorum shall be required notwithstanding absences or vacancies. A Board member present but abstaining shall be counted for purposes of constituting a quorum. A Board member disqualified from voting by law shall not be counted for purposes of constituting a quorum. The foregoing shall not prevent less than a quorum, otherwise gathered at the time and place and for the purpose of conducting a meeting, from adjourning from time to time in accord with the law until a quorum is present.

1.9 OFFICERS AND THEIR DUTIES

Board members are expected to attend all meetings of the District Board. If a Board member fails to attend without permission all regular, adjourned regular or special meetings for sixty days consecutively from the last meeting attended that office becomes vacant and shall be filled as any other vacancy.

Every January, the Board shall select a Chairperson and Vice-Chairperson from the Board members eligible. Terms of office for Chairperson and Vice-Chairperson shall be for one calendar year commencing in January preceding the selection of officers.

1.10 DUTIES OF CHAIRPERSON AND VICE-CHAIRPERSON

1.10.1. The Chairperson shall be the presiding officer of the Board. In the absence of the Chairperson of the Board, the Vice-Chairperson shall preside over the Board. In the absence of the Vice-Chairperson, the Fire Chief shall preside over the election of a temporary Chairperson, who will preside until the return of one of the officers. The Chairperson shall have the power, authority, and discretion, without a vote of the majority of the Board to:

1. Open all meetings of the Board at the appointed hour by taking the chair and calling the Board to order.
2. Maintain order and proper decorum.
3. Announce the business before the Board in the order prescribed by these rules.
4. Receive and submit all matters properly brought before the Board, to call for votes upon the same, and to announce the results.
5. Authenticate by signature all acts of the Board as may be required by law.
6. Make known all Rules of Protocol when so requested, and to decide all questions of order, subject to an appeal of the Board.
7. Except as otherwise provided by these Rules, to preside at all closed sessions of the Board.
8. Perform such other duties as may be required by law or as may pertain to such office.
9. Sign all instruments requiring execution or agreement by the Board.
10. Serve as the chief spokesperson and representative for the Board for matters concerning public policy.

11. Delegate by administrative directive any of the duties assigned to the Chairperson to the Fire Chief. This delegation shall exclude the signing of documents when the Fire Chief has not delegated his/her role as Clerk of the Board and is attesting to said documents. Signatures authenticating Board or District action and attesting to documents shall be by separate individuals.
12. Set time limits on Board discussion on any matter, subject to Board's approval.
13. Set time limits on any communications from members of the public to the Board; in no event shall any individual public communication exceed three minutes without the consent of the Chair and/or the District Board.
14. Declare the opening of public hearings.
15. Rule any motion on a subject not on the agenda as being out of order, in which case the motion shall thereafter be void.
16. Continue or postpone any matter until the next regular, adjourned regular or special meeting whenever the District Counsel advises that there is a question as to the validity or constitutionality of the particular proposed course of action which is the subject matter of such motion subject to the Board's approval.
17. Rule any speaker out of order, terminate any communication with the Board from a member of the public and/or declare a recess in order to establish order at any meeting. The Chairperson may move, second and debate as the Chairperson, subject only to such limitations of debate as are by these rules imposed upon all members. The Chairperson shall not be deprived of any of the rights and privileges of a Board member by reason of being Chairperson or acting as the Chairperson.

1.10.2. It shall be the duty of the Vice-Chairperson:

1. In the absence of Chairperson, the Vice-Chairperson shall exercise the duties and powers of the Chairperson
2. To serve with the Chairperson as spokesperson and representative for the Board.
3. To assist the Chairperson in anticipating issues and problems deserving or in need of special meetings.

1.11 CLERK OF THE BOARD

The Clerk of the Board shall be the Fire Chief or designated by the Fire Chief. The Clerk of the Board shall have power and be required to:

- 1.11.1. Be responsible for the recording and maintaining of a full and true record of all the proceedings of the Board in books that shall bear appropriate titles and be devoted to such purpose, and attend all meetings of the Board either in person or by delegate;

- 1.11.2. Maintain separate books, in which shall be recorded respectively all ordinances and resolutions, with the certificate of the Clerk annexed to each thereof stating the same to be the original or a correct copy, and as to an ordinance requiring publication, stating that the same has been published in accordance with state law; keep all books properly indexed and open to public inspection when not in actual use.
- 1.11.3. Maintain separate files, with appropriate indexes thereto, of all contracts the execution of which was specifically authorized by Board action, and of all official bonds of the District.
- 1.11.4. Administer oaths or affirmations, take affidavits and depositions pertaining to the affairs and business of the District and certify copies of official records.
- 1.11.5. Maintain in appropriate books and files such other records, documents, instruments, and papers as the Board shall provide by ordinance or resolution.
- 1.11.6. Except as may be otherwise provided by ordinance or resolution of the Board the destruction or other disposition of District records, documents, instruments, books, and papers in the custody of the Clerk of the Board shall be governed by the laws of the State regulating the destruction or disposition of the records of a special district and procedures adopted by the District Board.

1.12 BOARD ADVISORY COMMITTEES

Standing committees may be created as needed via Motion or Resolution approved by a majority of the Board. The Board Chairperson assigns members to each standing committee when it is created, may adjust a standing committee's membership in advance of its first meeting in each calendar year, and may fill standing committee vacancies whenever they arise.

Standing committees have continuing subject matter jurisdiction as assigned by the Board, meet on a schedule fixed by the Board, and exist until discharged by a majority of the Board.

To allow full participation by Board members at standing committee meetings, each standing committee meeting is noticed as a "Committee of the Whole." In the event that a majority of the Board is present at such a noticed meeting, the standing committee will automatically convert into a Committee of the Whole. Thereafter, if there is no longer a majority of the Board present at such meeting, the Committee of the Whole will automatically convert back into a standing committee. The chair of the standing committee will serve as the chair of the Committee of the Whole.

The Board Chairperson may create and convene temporary advisory committees (also known as "ad hoc committees") of the Board at any time. Ad hoc committees establish their own meeting schedules, dissolve when their purposes have been fulfilled, when their pre-established terms have reached an end or if discharged by a majority of the Board, and do not have continuing subject matter jurisdiction.

Membership of standing and ad hoc committees cannot include a majority of members of the Board. Membership of ad hoc committees also cannot include a majority of members of a standing committee if the ad hoc committee's purview overlaps with the subject matter jurisdiction of the standing committee.

Any item acted upon by a standing committee or Committee of the Whole, and any advice from an ad hoc committee, will require consideration and action by the full Board as a prerequisite to its legal enactment.

1.13 VOTING

Every vote taken by the Board shall be by open ballot. There shall be two methods of ascertaining the decision of the Board upon any matter:

1. Voice vote;
2. Call of the roll of the members, except the Chairperson who shall be called last and a record made by the Clerk of the Board of the vote of each member.

1.14 DISCLOSURE OF INTEREST

As to conflict of interest issues, the Board shall comply with State law and all rules, policies, and regulations approved by the Fair Political Practices Commission.

For Financial Conflicts of Interest:

Consent Calendar

If the matter on which the Board member has a conflict is on the Consent Calendar:

1. Immediately prior to the Consent Calendar votes, they should:
 - a. Announce that they have a financial conflict of interest on a particular item (or items).
 - b. Describe the conflict(s) in sufficient detail to be understood by the public.
 - c. State that they will not be voting on the item(s).
2. After the announcements have been made, the Board votes on the Consent Calendar. The Board member does not need to step down from the dais during the vote. The vote recorded by the Clerk of the Board will note those items where Board members did not participate due to a conflict.

Items not on the Consent Calendar or items pulled from the Consent Calendar

Should a Board member have a conflict of interest on an item that is not on the Consent Calendar (or has been pulled from the Consent Calendar for further discussion):

1. Before the item is discussed, they should:
 - a. Announce that they have a financial conflict of interest on the item (or items).
 - b. Describe the conflict(s) in sufficient detail to be understood by the public.
 - c. State that they will not be voting on the item(s).
 - d. Leave the room until after the discussion, vote and any other disposition of the item has concluded.

Speaking on Agenda Items

Where a Board member has a conflict of interest, State law allows them to speak on the particular item during the general comment period in their capacity as a citizen, but not as a Board member or representative of a group of people. In those instances, the Board member would return to the meeting location to speak and then leave until after the discussion, vote, and any other disposition of the matter has concluded.

1.15 EFFECT OF NONOBSERVANCE

Failure to observe the rules set forth in this policy shall not invalidate any action taken which is otherwise lawful but defective only for failure to follow the procedure outlined in this policy.

1.16 TIME AND PLACE OF MEETINGS

The District Board shall hold regular meetings at such place as may be determined by the Board. The times and dates of regular District Board meetings shall be determined by resolution of the District Board.

When the day for any meeting falls on a recognized Federal or State holiday, no meeting shall be held on such holiday, but a meeting may be held at the same hour on the following business day that is not a holiday.

Special meetings may be called at any time by the Chairperson or by a majority of the members of the District Board by delivering personally or by email written notice to each Board member and to each local newspaper of general circulation, radio or television station requesting notice at least twenty-four hours before the time of such meeting as specified in the notice and by posting, at least twenty-four hours prior to the special meeting in a location that is freely accessible to members of the public.

- A. The call and notice shall specify the time and place of the special meeting and the business to be transacted.
- B. No other business shall be considered at such meetings.

1.16.2. Written notice may be waived by any Board member who, at or prior to the time the meeting convenes, files with the Clerk of the Board a written waiver of notice.

1.16.3. Such waiver may be given by email or other written documentation.

1.16.4. Such written notice may also be dispensed with as to any Board member who is actually present at the meeting at the time it convenes.

1.17 REQUESTS FOR FUTURE AGENDA ITEMS

Board members wishing to have an agenda item placed on a future agenda shall ask the Fire Chief or his/her designee to include the request under the Request for Future Agenda Items section of the agenda.

At the next regularly scheduled District Board meeting the requested item will be listed on the agenda under Request for Future Agenda Items. The item will identify the Board member making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Board member to frame the issue so that the Board and public clearly understand the request.

When the item is called, the Board member making the request will describe the request and the Board may have a brief discussion of the requested item. Upon the concurrence of a majority of the membership of the District Board that staff time and District resources be spent on the item, it shall be scheduled for a future meeting. Board discussion will be limited to whether staff time and District resources should be spent on the item. They will not take action on the item itself; concurrence that staff time and District resources will be devoted to the item does not signify approval of the item, just that the Board wishes to have it studied further and the Board may, at any time, decide not to pursue the item further.

Members of the public requesting an item be added to a future agenda shall have a Board member sponsor their item. The sponsoring Board member shall follow those procedures listed above.

1.18 AGENDA--ORDER OF BUSINESS

All reports, communications, resolutions, ordinances, contract documents or other matters, including basic fact and matters pertinent thereto, to be submitted to the Board, shall be delivered to the Clerk of the Board not later than 9 a.m. on the Wednesday preceding the meeting. The Clerk of the Board shall thereafter arrange a list of such matters according to the order of business, and will endeavor to furnish each member of the Board with a copy of the list not later than five p.m. on the Friday preceding the regular or adjourned regular meeting. Whenever feasible, each item on the agenda shall contain a staff recommendation and the specific action requested to be taken by the Board. All material pertaining to and accompanying the agenda shall be made available to the public when made available to the District Board.

No matters other than those listed on the agenda shall be finally acted upon by the Board provided, however, that matters not on the agenda may be submitted for Board consideration and action pursuant to state law or under any of the following conditions:

- 1.18.1. Upon a determination by a majority vote of the Board that an emergency situation exists, as defined in Government Code Section 54956.5;
- 1.18.2. Upon a determination by a two-thirds vote of the Board, or if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted; or
- 1.18.3. The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

The business of the Board shall, except upon an affirmative vote of the District Board or determination by the Chairperson, be taken up for consideration and disposition at its meeting.

The regular order of business may be changed or suspended for any purpose at any particular meeting by the Chairperson with the consent of a majority of the Board members present.

1.19 MINUTES

Minutes shall consist of a clear and concise statement of each and every Board action including the motions made and the vote thereon. The Clerk of the Board, with consensus of the Board, shall determine the scope and format for all minutes including District Board and committee meetings. The Clerk of the Board shall have exclusive responsibility for preparation of the District Board minutes. If a majority of the District Board members approves a verbatim transcript, the Clerk of the Board or his/her designate shall cause a transcript to be prepared. Minutes may be approved without reading if the Clerk of the Board has previously furnished each Boardmember with a copy.

1.20 VOTING

When any motion is in order for a question before the Board, a vote thereon shall be taken by voice, roll call, or voting device and entered in full upon the record.

A member's vote may be changed only upon a timely request to do so immediately following the announcement of the vote by the Clerk of the Board and prior to the time that the next item in the order of business is addressed.

Ordinances, resolutions and other matters submitted to the Board must be adopted by a majority vote of the total membership of the Board unless a greater number of votes may be required by law. The word "majority" means three votes for the District Board. Where a majority vote cannot be obtained because one or more members of the Board is absent, such matter shall automatically be added to the future agenda of the Board to be considered at least once by the Board with all members who can vote present, unless an exception is required pursuant to the Political Reform Act's conflicts of interest rules.

1.21 PUBLIC HEARINGS

The term "public hearing" includes all public hearings having specific notice requirements by state law or District ordinance, including employee disciplinary proceedings and proceedings for the revocation, suspension, or reinstatement of permits, licenses, and franchises.

Public hearings shall be conducted in the following order:

1. Staff Reports;
2. Questions of staff;
3. Hearing opened by Chairperson;
4. Public testimony;
5. Close hearing by Chairperson;
6. Discussion among District Board; and
7. Action by majority vote.

On the date and at the time and place designated in the notice, the Board shall afford any interested person or his or her authorized representative, or both, the opportunity to present witnesses, to present documentary evidence, to present statements, arguments or contentions orally and/or in writing, subject to the rules on addressing the Board and rules stated in this policy.

All oral statements, documents, exhibits, communications, petitions, maps or displays submitted at the hearing may be considered by the Board as evidence and in such event retained as part of the record. Whenever practicable, a written staff report shall be prepared and presented as part of the staff presentation. Evidence shall not be taken outside the Board chambers and shall not be considered by the Board, except when, during the hearing, the meeting is adjourned to a particular date, place and time for the purpose of taking visual or demonstrative evidence .

In the event a Board member is absent at a meeting where a hearing is held which has been continued to a subsequent meeting, such member may participate in the matter at such subsequent meeting if otherwise qualified upon stating for the minutes that such Board member has reviewed the written minutes of the prior portions of the hearing and is prepared to participate.

Any hearing being held or noticed or ordered to be held by the Board may, by minute action, be continued to any subsequent regular or adjourned regular meeting of the Board in compliance with State law.

1.22 SPEAKING RIGHTS OF BOARD MEMBERS

Every Board member desiring to speak shall address the Chairperson, and upon recognition by the Chairperson shall confine comments to the question under debate.

A member, once recognized, shall not be interrupted when speaking unless it is to call such member to order, or as herein otherwise provided. If called to order while speaking, a member shall cease speaking until the question of order is to be determined, and, if in order, shall be permitted to proceed.

The Board member moving the adoption of an ordinance, resolution or Board action shall have the privilege of closing the debate.

1.23 MOTIONS

No motion may be debated nor voted upon unless it has received a second. Only one motion may be before the Board at any time.

A motion to table takes precedence over all other motions and shall be subject to debate. When a motion to table is passed, the matter shall not again be considered by the Board unless such matter is taken from the table by a majority vote of the Board.

A matter once tabled shall not be placed on the agenda nor discussed unless a member who had voted to table such matter requests the Board to have such matter taken from the table, or requests the Clerk to place such matter on the agenda for the purposes of determining whether or not such matter shall be taken from the table.

1.24 RULES OF ORDER

Except as otherwise provided in this policy, proceedings of the Board shall be governed by common sense and professionalism. In the event of a dispute concerning procedural matters not specifically covered in this policy, the majority vote of the Board shall prevail.

Rules adopted to expedite the transaction of business of the Board in an orderly fashion are deemed to be procedural only, and the failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law.

1.25 ADDRESSING THE BOARD

Any person desiring to address the Board shall first secure the permission of the Chairperson to do so. Notwithstanding this provision, the majority of the District Board may vote to recognize any speaker and determine the length of time allowed to the speaker. In addition, but unless the Chairperson rules otherwise, any person shall have the right to address the Board upon obtaining recognition by the Chairperson to speak subject to the following:

1.25.1. Public Hearings. Interested persons or their authorized representatives may address the Board orally or in writing relating to the matters which are then subject to a public hearing,

1.25.2. Non-Public Hearing Matters. Interested parties or their authorized representatives may address the Board with regard to matters with which they are concerned and are then the subject of Board discussion. When copies of records are furnished to each Board member

present, such written communications shall not be read aloud at the meeting unless so ordered by a majority vote of the Board. Written communications from the administrative staff shall not be read aloud unless requested by any Board member.

- 1.25.3. Public Comments. Any person may address the Board under Public Comment Section of the Board agenda with regard to any matter in which they are concerned. The Board shall not discuss any matter not on the agenda pursuant to state law and this policy nor take any action except to refer such matter to a future agenda.
- 1.25.4. Addressing the Board. Each person addressing the Board shall register their desire by completing and submitting a "Public Comment Speaker Card" to the Clerk of the Board. Persons addressing the Board shall speak into the microphone at the speaker's podium, and are respectfully requested to state his or her name and address in an audible tone of voice for the record, and unless further time is granted by the Chairperson, shall limit the remarks to three minutes. All remarks shall be addressed to the Board as a body, and not to any member thereof. No person other than the Board and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the Chairperson.
- 1.25.5. Limitation to Agenda Item. Except under public comments, the Chairperson shall not permit any communication, written or oral to be made or submitted unless such communication addresses the agenda item then under discussion.
- 1.25.6. Consent Required. No person shall address or question a Board member, the staff or any other person without the prior consent of the Chairperson. Notwithstanding this provision, a District Board member may address a question to staff or any other person without the consent of the Chairperson if the majority of the District Board approves the request to speak to staff or person.
- 1.25.7. Permission to Speak. After a motion is made by a Board member, no person shall address the Board without first securing the permission of the Board to do so.
- 1.25.8. Anonymous Communications. Anonymous communications shall not be considered nor placed on the agenda.
- 1.25.9. Group Communications. When any identifiable group of persons, as opposed to the general public at large, wishes to address the Board on the same agenda item, the Chairperson may request that a spokesperson be chosen by said group to address the Board. If additional issues are to be presented at the hearing by any other member of such group, the Chairperson may limit the time periods to address the Board, so as to avoid unnecessary repetition of issues before the Board.
- 1.25.10. Additional Opportunity to Address the Board. Any person, at the discretion of the Chair, may be permitted to address the Board more than once on any particular item. No person shall be allowed to address the Board more than once on an item until all persons present and wishing to address the Board have been provided the opportunity to do so. The Chairperson may limit the time period allowed any person to address the Board on an item more than one time, and shall not permit repetitive testimony from any person.

1.26 RULES OF DECORUM-- ENFORCEMENT

While the Board is in session, all persons shall preserve the order and decorum of the session; and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Board nor disturb any member while speaking, or refuse to obey the orders of the Board or its Chairperson, except as otherwise herein provided.

Any person making impertinent remarks, or who becomes boisterous while addressing the Board, which conduct delays or interrupts the due course of the meeting, shall be forthwith barred from further audience before that session of the Board by the Chairperson, unless permission to continue is granted by majority vote of the Board.

While the Board is in session, any person who acts in a disorderly, contemptuous or insolent manner towards the Board or any Board member thereof, or who becomes boisterous while addressing the Board or any Board member thereof, which conduct delays or interrupts the due course of the meeting, or any member of the public in attendance who fails, on demand of the Chairperson, to comply with any order of the Chairperson made in accord with the authority of this policy, is subject to removal from the Board meeting. No person, except District officials and their-representatives, shall be permitted within the area beyond the rostrum which is reserved for staff and Board without the express consent of the Board.

The Fire Chief may designate such appropriate person or persons to act as sergeant at arms to carry out all orders and instructions given by the Chairperson for the purposes of maintaining order and decorum at the Board meeting. Upon instructions of the Chairperson, it shall be the duty of the sergeant at arms, or any of them present, to place any person who violates the order and decorum of the meeting under arrest, and cause such person to be prosecuted under provisions of this code, the complaint to be signed by the Chairperson or other appropriate person present.

1.27 CONSIDERATION OF CHAIRPERSON APPOINTMENTS

Action by the Board on requests by the Chairperson for confirmation or approval of an appointee or nominee to a public office, committee or position shall be taken by minute action confirming or not confirming the appointee or nominee.

1.28 PETITIONS

Any person may petition the Board. Petitions shall be in writing, signed by the petitioners or persons presenting them. All petitions shall be made part of the official records kept by the Clerk of the Board and may be referred to committee, as appropriate. The petitions will be retained in accordance with the District's records retention policy.

1.29 RECONSIDERATION

A motion to reconsider any action approved by the Board shall be made by a member of the majority and seconded by any Board member no later than the end of the next public meeting of the Board. It may be either immediately during the same session, or at a recessed or adjourned session thereof. Such motion may be made at any time and have precedence over all other

motions or while a member has the floor; it shall be debatable. At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion. The motion must be approved by a majority of the entire Board of Directors.

If an intent to make a motion for reconsideration is communicated to the Chairperson or Fire Chief by any Board member who voted in the majority on a question prior to the state Law deadline for posting the Board of Directors' meeting agenda, then the item shall appear as a possible reconsideration on the posted agenda for the next regular meeting or intervening special meeting. Otherwise, no Board of Directors' discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda. If reconsideration of the action has not been posted on the Board agenda for the meeting at which the motion to reconsider is made, actual reconsideration of the item must be delayed until the next duly noticed regular or special meeting.

Effect of Approval of Motion. Upon approval of a motion to reconsider, and at such time as the matter is heard, the Board shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts. If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required. If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible Board of Director's meeting and shall be re-noticed in accordance with all applicable State law and District policies and procedures. The Clerk of the Board shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

1.30 PRIORITY OF BUSINESS

The majority of the entire membership of the Board may, by motion, designate any matter to be a special order of business, which shall take precedence over all other business. A special order of business action is limited to matters properly noticed and placed on the agenda under the Ralph M. Brown Act, Government Code Sections 54950 et. seq.

The Chairperson or a majority of the Board shall decide all questions relating to the priority of business to be acted upon by the Board.

The order of business will be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

4. Presentations, awards; commendations, proclamations, and honorary resolutions (Board quorum not necessary)
5. Announcements
6. Adjourn to Closed Session
7. Adjourn Closed Session and Return to Open Session
8. Report of Closed Session Actions Taken, if any
9. Public Comment
10. Confirmation of Agenda
11. Board Correspondence Received
12. Adopt Consent Calendar Items & Minutes
13. Regular Meeting Agenda Items
14. Fire Chief's Report
15. Staff Report
16. Board member Reports (including reports of meetings or conferences attended on District business where the Board member seeks reimbursement for expenses)
17. Board Committee Reports
18. Local 1230 Report
19. Request to Place Items on a Future Agenda
20. Adjournment

Consent calendar items will be enacted by one motion. There will be no separate discussion of such items unless requested by a Board member. Items pulled for discussion will be considered immediately after the uncontested consent items have been approved. A Board member may vote against or abstain on a particular consent calendar item without pulling it from the Consent Calendar.

1.31 NEW RULES AND AMENDMENTS

A rule of the Board may be altered or rescinded and a new rule may be adopted by a resolution approved by an affirmative vote of a majority of the entire membership of the Board at an open meeting. Any amendments would have to be placed on the agenda before the Board may take action to amend them.

1.32 POLICIES AND PROTOCOL RELATED TO CONDUCT

1.32.1. Ceremonial Events.

Requests for a District representative at ceremonial events will be handled by District staff. The Chairperson will serve as the designated District representative. If the Chairperson is unavailable, then the Vice Chairperson shall serve as representative and if either the Chairperson or Vice Chairperson are unavailable, District staff will determine if event organizers would like another representative from the Board. If yes, then the Chairperson will recommend which Board member should be asked to serve as a substitute. Invitations received at District offices are presumed to be for official District representation. Invitations addressed to Board members at their homes are presumed to be for unofficial, personal consideration.

1.32.2. Correspondence Signatures.

Board members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Board meetings. District staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Chairperson unless the Chairperson requests that they be signed by another Board member or District staff. If correspondence is addressed only to one Board member, the specific Board member should coordinate with staff the best way to respond to the sender.

1.32.3. Non-agenda Items.

During a designated time period on the agenda, citizens, Board members and staff may bring forth issues or questions that are not on the meeting's agenda. Topics should be legislative items requiring action by the Chairperson or the Board, study issues for future consideration, and requests for information.

1.32.4. Public Announcements in Board Meetings.

Board members are encouraged to report on their activities and other items of public interest. Board members speak during the Informational Reports portion of the Board meeting. Board members who wish to recognize achievements or promote an event should place the matter on the agenda under "presentations, awards, commendations, proclamations and honorary resolutions."

1.32.5. Public Hearing Protocol.

Staff shall present the matter to the Board and the Chairperson will determine the length of time allowed for this presentation if appropriate. Speakers representing either pro or con points of view will be allowed to follow. The Chairperson will determine speaker order and the amount of time allowed for each speaker, with three minutes the standard time granted. The Chairperson has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. Board members will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" statements by Board members are not appropriate until after the close of the public hearing. Board members should refrain from

arguing or debating with the public during a public hearing and shall always show respect for different points of view.

1.32.6. District Letterhead.

District Board members are prohibited from using District letterhead for personal use or when acting solely in the capacity as a Board member. Any correspondence using District letterhead shall be used only by staff or when the Board has taken action at a regular or special District Board meeting.

1.33 BOARD CONDUCT WITH ONE ANOTHER

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and future of the community. In all cases, this common goal should be acknowledged even as the Board may “agree to disagree” on contentious issues.

1.33.1. In Public Meetings.

1. Use formal titles. The Board should refer to one another formally during public meetings as Chairperson, Vice Chairperson, Director or Board member followed by the individual’s last name.
2. Practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Board members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
3. Honor the role of the Chairperson in maintaining order. It is the responsibility of the Chairperson to keep the comments of Board members on track during public meetings. Board members should honor efforts by the Chairperson to focus discussion on current agenda items. If there is disagreement about the agenda or the Chairperson’s action, those objections should be voiced politely and with reason.
4. Avoid personal comments that could offend other Board members. If a Board member is personally offended by the remarks of another Board member, the offended Board member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Board member to justify or apologize for the language used. The Chairperson will maintain control of a discussions. If the Chairperson is the offending party, the Vice Chairperson shall act in the role of Chairperson.

1.34 BOARD CONDUCT WITH DISTRICT STAFF

1.34.1. The District Board and its members shall deal with the administrative service solely through the Fire Chief. This requires that neither the District Board nor any individual member shall give any direct orders to any of the subordinates of the Fire Chief. However, this is not meant to impede or restrict access by any Board member to District staff for the purpose of collecting information they feel they need to do their job as an elected official. Specific requests for such information should be directed to the Fire Chief.

1.35 GUIDELINES FOR BOARD CONDUCT WITH THE PUBLIC

1.35.1. In Public Meetings.

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. Be welcoming to speakers and treat them with respect.
2. Be fair and equitable in allocating public hearing time to individual speakers. The Chairperson will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes. If many speakers are anticipated, the Chairperson may shorten the time limit and/or ask speakers to limit themselves, to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Board requests additional clarification later in the process. After the close of the public comment portion, no more public testimony will be accepted unless the Chairperson reopens the public hearing for a limited and specific purpose.

3. Engage in active listening.
4. Ask for clarification, but avoid debate and argument with the public. Only the Chairperson - not individual Board members - can interrupt a speaker during a presentation. However, a Board member can ask the Chairperson for a point of order if the speaker is off the topic or exhibiting behavior or language the Board member finds disturbing. If speakers become flustered or defensive by Board questions, it is the responsibility of the Chairperson to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Board members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Board members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed

5. There shall be no personal attacks of any kind, under any circumstances. Board members should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.
6. Follow parliamentary procedure in conducting public meetings. The District Counsel is available to answer questions or interpret situations according to parliamentary procedures. The Chairperson, subject to the appeal of the full Board, makes final rulings on parliamentary procedure.

1.36 BOARD CONDUCT WITH OTHER PUBLIC AGENCIES

Be clear about representing the District or personal interests. If a Board member appears before another governmental agency or organization to give a statement on an issue, the Board member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the District; and 2) whether this is the majority or minority opinion of the Board.

If the Board member is representing the District, the Board member must support and advocate the official District position on an issue, not a personal viewpoint. If the Board member is representing another organization whose position is different from the District, the Board member should withdraw from voting on the issue if it significantly impacts or is detrimental to the District's interest. Board members should be clear about which organizations they represent and inform the Chairperson and Board of their involvement.

Correspondence also should be equally clear about representation. District letterhead may be used when the Board member is representing the District and the District's official position. A copy of official correspondence should be filed in the Board Office as part of the permanent public record.

District letterhead is not to be used for correspondence of Board members representing a personal point of view, or a dissenting point of view from an official Board position.

1.37 BOARD CONDUCT WITH THE MEDIA.

Board members are frequently contacted by the media for background and quotes.

- 1.37.1. The best advice for dealing with the media is to never go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- 1.37.2. The Chairperson is the official spokesperson for the Board on District policy. The Chairperson is the designated representative of the Board to present and speak on the official District position. If the media contacts an individual Board member, the Board member should refer such inquiries to the Chair.
- 1.37.3. Choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

1.38 SANCTIONS

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Board Chambers.

Board members' Behavior and Conduct

District Board members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Board, lose committee assignments (both within the District or with inter-governmental agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Board, or permitted by State law, including referral to the District Attorney or grand jury.

3085224.1

BOARD OF DIRECTORS POLICY

SECTION 1.39 INTERNAL DISCIPLINE

§ 1.39.100 PREAMBLE.

It is the intent of the Board of Directors of the District in enacting this policy to achieve fair, ethical, and accountable local government for the District; to assure that individuals and interest groups in our society have a fair and equal opportunity to participate in government; to embrace clear and unequivocal standards of disclosure and transparency in government; to help reinforce public trust in governmental institutions; and to assure that this policy is vigorously enforced to achieve fair, ethical, and accountable local government for the District. The people of the District expect their public officials to comply with both the letter and the spirit of the laws of the United States of America, the State of California, and established policies of the District affecting the operations of local government. All persons covered by this policy shall aspire to meet the highest ethical standards in the conduct of their responsibility as a public official of the District.

§ 1.39.105 APPLICABILITY AND PURPOSE.

This Discipline Policy applies to the Board of Directors of the Rodeo Hercules Fire Protection District (“District”) and provides directives for efficient and consistent administration of complaints against individual Board of Directors members by or from members of the public, third party consultants, District staff, and appointed District officials, and other Board members (together, “Complainants”). It also provides for disciplinary actions for a violation of federal, state, or local law, or any by-law, standing order, or policy of the Board of Directors, including but not limited to the Board of Directors Policy. This policy does not apply to complaints against District employees or third-party consultants acting in a District Department Head or managerial capacity, because such complaints are already addressed by State law, or the District’s employment policies, bulletins, or by contract, or District Departmental policies, or separate policies promulgated by the Fire Chief. This policy must be construed and executed in coordination, and not in conflict with, all applicable State and Federal laws, and all District policies, including all whistleblower statutes, complainant and victim privacy and confidentiality statutes, and the California Public Records Act. Investigations conducted under this policy shall not commence before the completion of, or interfere with, any investigations related to or required for criminal prosecutions, administrative enforcement, or any Government Code claims, litigation, or other civil actions.

§ 1.39.110 PROCEDURE.

- (a) **Public’s Right to Submit Complaint.** Any member of the public who would like to submit facts or allegations pertaining to an alleged violation by a Board member of federal, state, or local law, or District policy, including but not limited to the Board of Directors Policies, shall submit such facts or allegations in a signed letter, with a return receipt, addressed to the District Board of Directors, 1680 Refugio Valley Road, Hercules CA 94547. The statute of limitations for the public’s right to submit a complaint under this policy shall be six months from the date of the alleged violation.
- (b) **Consultation with District Counsel.** A Board member seeking to submit a request for discipline or to make a statement regarding specific complaints or allegations is advised to meet with the District’s Counsel before doing so.

- (c) **Request for Discipline.** A request for discipline or censure may be submitted by any Board member in writing to the Fire Chief. Any Board member's request for discipline or censure is a matter of public record subject to the California Public Records Act's requirements, including all applicable exemptions. A request for discipline or censure must be submitted within six months of the date of the alleged violation. A Board member seeking to provide information to the Board concerning the specific conduct for which discipline is requested must submit written information to the Fire Chief for distribution to the whole Board. The request must contain the specific charges on which the proposed discipline or censure is based, and sufficiently specific facts and allegations as to the charges. The request may include or append a public complaint referenced in subsection (a) of Section 1.39.110.
- (d) **Board Consideration.** Upon receipt of a request for discipline or censure, the Fire Chief, or District Administrative Services Officer shall forward the request to the Chair of the Board of Directors. If the Chair is the subject of the complaint, then it shall be forwarded to the Vice-Chair.

The Chair (or Vice-Chair, depending on if the Chair is the subject of the request for discipline or censure), shall appoint an ad hoc committee to conduct a preliminary review and recommendation on the request for discipline or censure to the full Board for the next regularly scheduled meeting.

1. The District Administrative Services Officer shall deliver a copy of the request for discipline or censure and the charges or complaint to each member of the Board of Directors at least 72 hours prior to the ad hoc committee meeting providing preliminary consideration of the request.
2. Notice of any meeting providing preliminary review of the request shall be provided to the public no less than 72 hours before the meeting. Meetings of the Ad Hoc Committee formed for this purpose shall be subject to the Brown Act and shall be open and public. The public shall be provided with an opportunity to comment on the subject matter of the meeting.
3. The Ad Hoc Committee shall consider the request together with any evidence or testimony submitted by the Board member making the request and the Board member subject to the request and shall determine whether:
 - i. The Board of Directors should authorize further investigation of the charges; or
 - ii. The charges should be brought back for consideration by the full Board for discipline or censure; or
 - iii. No action is required.

4. If the Ad Hoc Committee determines that no further action is required regarding the request, or that the charges should be forwarded to a future meeting for discipline, the Ad Hoc Committee shall make such a report at the earliest opportunity but no later than the time provided in subsection 6. below. The report may be oral or in writing.
5. If the Board determines that further investigation is required, the Board shall authorize an investigation. If the Board of Directors authorizes an investigation, it would be overseen by the Fire Chief for the Board. The Board may coordinate with the Fire Chief on the retention of an independent investigator to conduct the investigation.
6. If, within 45 days of the receipt of the complaint, the Ad Hoc Committee does not make a recommendation that an investigation commence, or that discipline or a censure hearing should be scheduled, or that no further action should be taken, then the matter shall automatically be set on the Board's next regularly scheduled meeting for consideration.

§ 1.39.115 BOARD CONSIDERATION OF DISCIPLINE SHORT OF CENSURE.

Upon receipt of the Ad Hoc Committee's report, or at the expiration of the time for the Ad Hoc Committee to report back to the full Board, the District Administrative Services Officer shall place the matter on a Board regular or special meeting agenda for the Board to receive the Ad Hoc Committee's report on no further action, or determine whether further investigation is required, or whether discipline short of censure is warranted, or to move towards censure. Discipline short of censure may be one or a combination of the items in subsections (a) through (d) below. This discussion is a matter of public record and must take place during an open, noticed, and public meeting of the Board of Directors.

- (a) **Consultation with Chair.** At the direction of the Board of Directors, an informal consultation with the Chair may be required of the member who is the subject of the request. If the subject of the request is the Chair, the consultation shall be with the Vice-Chair.
- (b) **Letter of Reprimand from the Board of Directors.** At the direction of the Board of Directors, the Chair, or Vice-Chair if the Chair is the subject of the discipline, shall coordinate with the Fire Chief and/or District Counsel on issuing a letter of reprimand to the subject Board member. The reprimand shall be based on a particular action (or set of actions) that is determined to be in violation of law or District policy but is considered by the Board to be not sufficiently serious to require formal censure. The letter of reprimand may include recommendations for corrective actions or behaviors.
- (c) **Statement of Disapproval.** By a resolution of the Board of Directors, the Board may adopt a statement expressing disapproval or displeasure with the conduct of a Board member including recommendations for corrective action or behavior.

- (d) **Admonition.** By a resolution of the Board of Directors, an admonition may be issued, reminding the member or the whole Board that a particular type of behavior or action may become or is a violation of law or District policy.

§ 1.39.120 CENSURE PROCEDURE.

If the Board decides to set the matter for censure hearing, it shall schedule the hearing no sooner than two weeks after its determination to hear the matter. The Board shall not schedule the matter during any previously scheduled excused absence of the subject Board member. A Board member who is the subject of an alleged violation shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaizing the hearing and adopting a resolution of censure. Censure hearings may take place at regular or special Board of Directors meetings and are open to the public.

- (a) **Written Notice.** Written notice of the hearing shall be delivered in person to the Board member subject to the censure hearing at least ten (10) days in advance of the scheduled hearing.
- (b) **Hearing procedures.** At the censure hearing, the Board member who is the subject of the request for censure shall be given the opportunity to make an opening and a closing statement, to call witnesses on his or her behalf and to question his or her accusers. The subject Board member may be represented by a person or persons of his or her choice and may have that representative speak or question witnesses on his or her behalf. The questioning or cross-questioning of witnesses may be reasonably limited by the Chair, or Vice Chair if the Chair is the subject of the censure. Testimony shall be taken only from witnesses having direct knowledge of facts or circumstances relevant to the specific charges under consideration. However, the rules of evidence and judicial procedure applicable in courts of law shall not apply to this hearing, and the procedures shall be generally informal.

§ 1.39.125 CENSURE ACTION.

If, at the close of the censure hearing, a majority of the Board of Directors finds that the subject member's conduct violates federal, state or local law, or any by-law, standing order, or policy of the Board of Directors, the Board may take one or more of the following measures in addition to or in combination with the actions in subsections (a) through (d) of Section 1.39.115:

- (a) **Direction to Correct.** The direction shall be given to the subject Board member to correct the result of the behavior that violated law or District policy.
- (b) **Direction to Attend Training.** Direction shall be given to the subject Board member to attend training related to the behavior that violated law or District policy. The Board could also find that Board privileges shall be withheld or unavailable until evidence or independent certification is provided by the subject Board member to the Board of Directors that the training was completed.

Resolution of Censure. The Board of Directors may adopt a resolution of censure based on clear and convincing facts supporting the allegations of misconduct giving rise to the censure. A resolution of censure may include the imposition of sanctions against the Board member as the Board of Directors deems appropriate. Such sanctions may include removal from internal standing or ad hoc committees, removal from an external committee to which the member had been appointed, and/or restrictions on District-related travel privileges.

RESOLUTION NO. 2024-30**RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO-HERCULES FIRE PROTECTION DISTRICT BOARD OF DIRECTORS TO APPROVE THE BOARD OF DIRECTORS INTERNAL DISCIPLINE POLICY, ADDING SECTION 1.39 OF THE BOARD OF DIRECTORS POLICY**

WHEREAS, the Rodeo Hercules Fire Protection District (“District”) currently lacks a discipline policy for members of the Board of Directors; and

WHEREAS, the Board of Directors Policy lacks an enforcement mechanism for violations; and

WHEREAS, a policy will allow for discipline with violations and opportunities for the offender to correct the offending behavior; and

WHEREAS, the Board of Directors of the Rodeo Hercules Fire Protection District desires to approve a discipline policy to establish procedures for discipline of members of the Board of Directors.

NOW, THEREFORE, the Rodeo Hercules Fire Protection District Board of Directors does **RESOLVE** as follows:

SECTION 1. Recitals. The above recitals are true and correct, and hereby made a part of this Resolution by this reference.

SECTION 2. Discipline Policy. The Internal Discipline Policy, attached as Exhibit “A” to this Resolution and incorporated herein, is approved and adopted by the Board of Directors of the District. It shall be incorporated into the Board of Directors Policy as Section 1.39.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Resolution, or its application to any other person or circumstance. The Board of Directors of the District hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. Effective Date. This Resolution shall take effect immediately. The foregoing Resolution was duly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors held on the 13th day of November 2024, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

EXHIBIT A

BOARD OF DIRECTORS POLICY SECTION 1.39 INTERNAL DISCIPLINE

§ 1.39.100 PREAMBLE.

It is the intent of the Board of Directors of the District in enacting this policy to achieve fair, ethical, and accountable local government for the District; to assure that individuals and interest groups in our society have a fair and equal opportunity to participate in government; to embrace clear and unequivocal standards of disclosure and transparency in government; to help reinforce public trust in governmental institutions; and to assure that this policy is vigorously enforced to achieve fair, ethical, and accountable local government for the District. The people of the District expect their public officials to comply with both the letter and the spirit of the laws of the United States of America, the State of California, and established policies of the District affecting the operations of local government. All persons covered by this policy shall aspire to meet the highest ethical standards in the conduct of their responsibility as a public official of the District.

§ 1.39.105 APPLICABILITY AND PURPOSE.

This Discipline Policy applies to the Board of Directors of the Rodeo Hercules Fire Protection District (“District”) and provides directives for efficient and consistent administration of complaints against individual Board of Directors members by or from members of the public, third party consultants, District staff, and appointed District officials, and other Board members (together, “Complainants”). It also provides for disciplinary actions for a violation of federal, state, or local law, or any by-law, standing order, or policy of the Board of Directors, including but not limited to the Board of Directors Policy. This policy does not apply to complaints against District employees or third-party consultants acting in a District Department Head or managerial capacity, because such complaints are already addressed by State law, or the District’s employment policies, bulletins, or by contract, or District Departmental policies, or separate policies promulgated by the Fire Chief. This policy must be construed and executed in coordination, and not in conflict with, all applicable State and Federal laws, and all District policies, including all whistleblower statutes, complainant and victim privacy and confidentiality statutes, and the California Public Records Act. Investigations conducted under this policy shall not commence before the completion of, or interfere with, any investigations related to or required for criminal prosecutions, administrative enforcement, or any Government Code claims, litigation, or other civil actions.

§ 1.39.110 PROCEDURE.

- (a) **Public’s Right to Submit Complaint.** Any member of the public who would like to submit facts or allegations pertaining to an alleged violation by a Board member of federal, state, or local law, or District policy, including but not limited to the Board of Directors Policies, shall submit such facts or allegations in a signed letter, with a return receipt, addressed to the District Board of Directors, 1680 Refugio Valley Road, Hercules CA 94547. The statute of limitations for the public’s right to submit a complaint under this policy shall be six months from the date of the alleged violation.

- (b) **Consultation with District Counsel.** A Board member seeking to submit a request for discipline or to make a statement regarding specific complaints or allegations is advised to meet with the District's Counsel before doing so.
- (c) **Request for Discipline.** A request for discipline or censure may be submitted by any Board member in writing to the Fire Chief. Any Board member's request for discipline or censure is a matter of public record subject to the California Public Records Act's requirements, including all applicable exemptions. A request for discipline or censure must be submitted within six months of the date of the alleged violation. A Board member seeking to provide information to the Board concerning the specific conduct for which discipline is requested must submit written information to the Fire Chief for distribution to the whole Board. The request must contain the specific charges on which the proposed discipline or censure is based, and sufficiently specific facts and allegations as to the charges. The request may include or append a public complaint referenced in subsection (a) of Section 1.39.110.
- (d) **Board Consideration.** Upon receipt of a request for discipline or censure, the Fire Chief, or District Administrative Services Officer shall forward the request to the Chair of the Board of Directors. If the Chair is the subject of the complaint, then it shall be forwarded to the Vice-Chair.

The Chair (or Vice-Chair, depending on if the Chair is the subject of the request for discipline or censure), shall appoint an ad hoc committee to conduct a preliminary review and recommendation on the request for discipline or censure to the full Board for the next regularly scheduled meeting.

1. The District Administrative Services Officer shall deliver a copy of the request for discipline or censure and the charges or complaint to each member of the Board of Directors at least 72 hours prior to the ad hoc committee meeting providing preliminary consideration of the request.
2. Notice of any meeting providing preliminary review of the request shall be provided to the public no less than 72 hours before the meeting. Meetings of the Ad Hoc Committee formed for this purpose shall be subject to the Brown Act and shall be open and public. The public shall be provided with an opportunity to comment on the subject matter of the meeting.
3. The Ad Hoc Committee shall consider the request together with any evidence or testimony submitted by the Board member making the request and the Board member subject to the request and shall determine whether:
 - i. The Board of Directors should authorize further investigation of the charges; or
 - ii. The charges should be brought back for consideration by the full Board for discipline or censure; or

- iii. No action is required.
- 4. If the Ad Hoc Committee determines that no further action is required regarding the request, or that the charges should be forwarded to a future meeting for discipline, the Ad Hoc Committee shall make such a report at the earliest opportunity but no later than the time provided in subsection 6. below. The report may be oral or in writing.
- 5. If the Board determines that further investigation is required, the Board shall authorize an investigation. If the Board of Directors authorizes an investigation, it would be overseen by the Fire Chief for the Board. The Board may coordinate with the Fire Chief on the retention of an independent investigator to conduct the investigation.
- 6. If, within 45 days of the receipt of the complaint, the Ad Hoc Committee does not make a recommendation that an investigation commence, or that discipline or a censure hearing should be scheduled, or that no further action should be taken, then the matter shall automatically be set on the Board's next regularly scheduled meeting for consideration.

§ 1.39.115 BOARD CONSIDERATION OF DISCIPLINE SHORT OF CENSURE.

Upon receipt of the Ad Hoc Committee's report, or at the expiration of the time for the Ad Hoc Committee to report back to the full Board, the District Administrative Services Officer shall place the matter on a Board regular or special meeting agenda for the Board to receive the Ad Hoc Committee's report on no further action, or determine whether further investigation is required, or whether discipline short of censure is warranted, or to move towards censure. Discipline short of censure may be one or a combination of the items in subsections (a) through (d) below. This discussion is a matter of public record and must take place during an open, noticed, and public meeting of the Board of Directors.

- (a) **Consultation with Chair.** At the direction of the Board of Directors, an informal consultation with the Chair may be required of the member who is the subject of the request. If the subject of the request is the Chair, the consultation shall be with the Vice-Chair.
- (b) **Letter of Reprimand from the Board of Directors.** At the direction of the Board of Directors, the Chair, or Vice-Chair if the Chair is the subject of the discipline, shall coordinate with the Fire Chief and/or District Counsel on issuing a letter of reprimand to the subject Board member. The reprimand shall be based on a particular action (or set of actions) that is determined to be in violation of law or District policy but is considered by the Board to be not sufficiently serious to require formal censure. The letter of reprimand may include recommendations for corrective actions or behaviors.
- (c) **Statement of Disapproval.** By a resolution of the Board of Directors, the Board may adopt a statement expressing disapproval or displeasure with the conduct of a Board

member including recommendations for corrective action or behavior.

- (d) **Admonition.** By a resolution of the Board of Directors, an admonition may be issued, reminding the member or the whole Board that a particular type of behavior or action may become or is a violation of law or District policy.

§ 1.39.120 CENSURE PROCEDURE.

If the Board decides to set the matter for censure hearing, it shall schedule the hearing no sooner than two weeks after its determination to hear the matter. The Board shall not schedule the matter during any previously scheduled excused absence of the subject Board member. A Board member who is the subject of an alleged violation shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaing the hearing and adopting a resolution of censure. Censure hearings may take place at regular or special Board of Directors meetings and are open to the public.

- (a) **Written Notice.** Written notice of the hearing shall be delivered in person to the Board member subject to the censure hearing at least ten (10) days in advance of the scheduled hearing.
- (b) **Hearing procedures.** At the censure hearing, the Board member who is the subject of the request for censure shall be given the opportunity to make an opening and a closing statement, to call witnesses on his or her behalf and to question his or her accusers. The subject Board member may be represented by a person or persons of his or her choice and may have that representative speak or question witnesses on his or her behalf. The questioning or cross-questioning of witnesses may be reasonably limited by the Chair, or Vice Chair if the Chair is the subject of the censure. Testimony shall be taken only from witnesses having direct knowledge of facts or circumstances relevant to the specific charges under consideration. However, the rules of evidence and judicial procedure applicable in courts of law shall not apply to this hearing, and the procedures shall be generally informal.

§ 1.39.125 CENSURE ACTION.

If, at the close of the censure hearing, a majority of the Board of Directors finds that the subject member's conduct violates federal, state or local law, or any by-law, standing order, or policy of the Board of Directors, the Board may take one or more of the following measures in addition to or in combination with the actions in subsections (a) through (d) of Section 1.39.115:

- (a) **Direction to Correct.** The direction shall be given to the subject Board member to correct the result of the behavior that violated law or District policy.
- (b) **Direction to Attend Training.** Direction shall be given to the subject Board member to attend training related to the behavior that violated law or District policy. The Board could also find that Board privileges shall be withheld or unavailable until evidence or independent certification is provided by the subject Board member to the Board of

Directors that the training was completed.

Resolution of Censure. The Board of Directors may adopt a resolution of censure based on clear and convincing facts supporting the allegations of misconduct giving rise to the censure. A resolution of censure may include the imposition of sanctions against the Board member as the Board of Directors deems appropriate. Such sanctions may include removal from internal standing or ad hoc committees, removal from an external committee to which the member had been appointed, and/or restrictions on District-related travel privileges.

From: Steve Hill <Hill@rhfd.org>

Sent: Friday, August 20, 2021 10:56 AM

To: ckelley@ci.hercules.ca.us <ckelley@ci.hercules.ca.us>; dbailey@ci.hercules.ca.us <dbailey@ci.hercules.ca.us>; awalker-griffin@ci.hercules.ca.us <awalker-griffin@ci.hercules.ca.us>; tgrimsley@ci.hercules.ca.us <tgrimsley@ci.hercules.ca.us>; Dante Hall <dhall@ci.hercules.ca.us>; Patrick Tang <ptang@jarvisfay.com>

Cc: Damon Covington <Covington@rhfd.org>; Bryan Craig <Craig@rhfd.org>

Subject: Request for Hercules Elected/Appointed Official Action to Stop Fellow Councilmember's Unwarranted and Malicious Actions

Hercules City Council Members, City Manager, Counsel:

We are taking the extraordinary step of writing to you, as the chair and vice chair of the Rodeo-Hercules Fire Protection District board of directors, to ask your assistance in resolving what is becoming a growing problem for our district that now has the very real possibility of adversely affecting public safety in our communities.

Councilmember Romero's actions have, over time, shown a lack of appreciation for the challenges of providing fire and emergency services to the city of Hercules as well as the unincorporated town of Rodeo, the service area of our fully autonomous California special district. In recent months, his very aggressive pursuit of what appears to be a politically motivated agenda has made it all but impossible for the board, which we lead, to consider options for addressing these challenges, much less to enter into any sort of decision-making process regarding them.

His continued bias against the fire service is indicated notably by:

- Having orchestrated and led the city council action to deny the district its full measure of Developer Impact Fees (DIFs) in 2019, adversely impacting public safety by unnecessarily undercutting funding from both the city of Hercules and, by default, the town of Rodeo
- Having repeatedly and openly impugned the board chair's character, alleging unethical behavior in spite of multiple publicly-published legal opinions to the contrary, in an effort to undermine board leadership
- Having made numerous statements alleging board malfeasance, all of which were easily refuted by knowable facts, in a variety of public settings to include social media and public meetings, further undermining the authority of the board
- Orchestrating a talking-point campaign based on misinformation and enlisting residents to speak on his behalf in order to further disrupt public forums and the conduct of fire board business
- Leading an unsuccessful effort to convince his fellow city councilors to resolve to involve themselves in his plans to further interfere with the function of this duly-elected board and its management of the fire district that serves their communities

These behaviors indicate a lack of objectivity and regard for life-and-death public service matters in Hercules and Rodeo.

Unfortunately, in recent days, Councilmember Romero seems to have turned his self-proclaimed political bullying on our fire chief, the uniformed and badged leader of our firefighters, apparently seeking to also undermine his position and authority.

In our view, this has crossed a line from garden variety political scheming, for whatever agenda he may have in mind, to interfering with the operations of our district, which our residents depend upon for fire, medical and emergency services. We are confident many of you, as well as a lot of your constituents, will find this behavior beyond the pale, even for the Hercules political “scene.”

In recent days, and in response to Councilmember Romero’s attack on him, Fire Chief Bryan Craig said by email, “Councilmember Romero, this is the second email you have sent that I can only translate as an attempt to discredit and defame me personally. I am formally requesting this unwarranted hostility toward me stop immediately. If necessary, I will have Mr. Pio Roda draft a formal request for the same... Moving forward, I would respectfully request we drop the hostility and stop treating each other as adversaries. Hopefully, you understand that we share a common goal in serving the residents.”

We agree and wholeheartedly support the Chief’s commonsense and responsible suggestion above. Mr. Romero’s conniving has served to create an unnecessarily toxic environment in our communities that has become an impediment to the provision of fire services to our residents and should be stopped.

We ask our fellow elected officials, on behalf of the safety of the residents we mutually represent, to intercede in this matter, to rein in Mr. Romero’s unwarranted and malicious attacks on our duly elected board, the special and autonomous fire district it oversees, and its uniformed leadership.

Thank you for your consideration of this important matter regarding the public safety of the communities we were all elected or appointed to serve. We’re hoping, with your help, an environment more conducive to collaboration and making progress against the real challenges our fire service faces, can be created.

Sincerely,

Steve Hill
Chair
Rodeo-Hercules Fire Protection District Board of Directors
Protection District Board of Directors

Damon Covington
Vice Chair
Rodeo-Hercules Fire



RODEO-HERCULES FIRE PROTECTION DISTRICT

MEASURE O OVERSIGHT COMMITTEE MEMBERSHIP APPLICATION

COMMITTEE'S PURPOSE

The purpose of the Measure O Oversight Committee is to receive, review, and advise the Board upon the Annual Report.

APPLICATION INSTRUCTIONS

Please complete and submit this Membership Application with a current resume and a personal statement why you want to serve on the Oversight Committee and what special areas of expertise or experience you think would be helpful to the Committee. Please submit Membership Application and supporting documents to: Clerk of the Board, Kimberly Corcoran, Rodeo Hercules Fire Protection District, 1680 Refugio Valley Road, Hercules, CA 94547.

Name <i>Jeff Miller</i>	Home Address [REDACTED]
Home Phone [REDACTED]	Mobile Phone [REDACTED]
Email [REDACTED]	

GENERAL MEMBERSHIP REQUIREMENTS	YES	NO
Do you live within the boundaries of RHFPD?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you an elected official?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you an employee or official of RHFPD? (No employee or official shall be appointed to the Oversight Committee)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a vendor, contractor or consultant of the RHFPD?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Can you serve a minimum of a two year term?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Can you attend meetings that occur within the District?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you know of any reason such a potential conflict of interest, which would adversely affect your ability to serve on the Oversight Committee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SIGNATURE OF APPLICANT

By signature, the Membership Application answers, current resume, including experience, how you feel you would contribute to the Oversight Committee and personal statement are true and complete to the best of my knowledge.

NAME: *Jeff Miller*

SIGNATURE: *[Signature]*

DATE: *9-11-2024*

Measure O Application

AGENDA ITEM 18

I am a Retired Fire Captain from the RHFPD.

I am a Certified California Fire Officer

I paid for all classes and training myself for this certification.

I have been a resident of the RHFPD for more than 43 years.

I am a United States Air Force Veteran

While employed by the RHFPD I was the Training Officer for the Reserve Firefighter program and also the Paid firefighters.

I was an Oil Fire School Instructor for UNOCAL, now Phillips refinery. I instructed at the refinery, outside of Reno, Nevada, Southern California and at Texas A and M.

I computerized the forms for the forms that had to be filled out for each call thus making the District Secretary and all the Captains jobs much easier. Prior to doing this all reports were handwritten and turned into the Secretary to type.

I was in charge of all DMV records for all personnel.

I am a Program Manager and Instructor for CERT.

I am a proud retired Fire Captain from the District and would like to assist in any way I can on the Measure O Committee.



RODEO-HERCULES FIRE PROTECTION DISTRICT

MEASURE O OVERSIGHT COMMITTEE MEMBERSHIP APPLICATION

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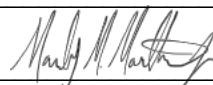
Name Manly M. Moulton Jr.	Home Address [REDACTED]
Home Phone [REDACTED]	Mobile Phone [REDACTED]
Email [REDACTED]	

GENERAL MEMBERSHIP REQUIREMENTS	YES	NO
Do you live within the boundaries of RHFPD?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you an elected official?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you an employee or official of RHFPD? (No employee or official shall be appointed to the Oversight Committee)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a vendor, contractor or consultant of the RHFPD?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Can you serve a minimum of a two year term?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Can you attend meetings that occur within the District?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you know of any reason such a potential conflict of interest, which would adversely affect your ability to serve on the Oversight Committee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SIGNATURE OF APPLICANT

By signature, the Membership Application answers, current resume, including experience, how you feel you would contribute to the Oversight Committee and personal statement are true and complete to the best of my knowledge.

NAME: Manly M. Moulton Jr.

SIGNATURE: 

DATE: October 17, 2024

MEASURE O OVERSIGHT COMMITTEE OBJECTIVE

Seeking the opportunity to utilize my professional experience and ability to interact successfully as a Member of the Measure O Oversight Committee.

PROFESSIONAL QUALITIES AND SKILLS

COMMITMENT: *Using principles from the Mission and Core Values, I work collaboratively with City Officials and fellow colleagues to provide the highest level of professional emergency service as well as foster relationships with the community for whom I provide service.*

CORE VALUES: *Integrity, honesty, transparency, competence, accountability, reliability and service excellence.*

KNOWLEDGE: *I demonstrate competency in real-time strategic change, team development, utilization of information technology, and quality improvement.*

EDUCATION

Executive Fire Officer Program (EFOP) - U.S. Fire Administration's National Fire Academy, Emmitsburg, Maryland, *June 18, 2012*

Master of Arts, Organizational Management - University of Phoenix, Walnut Creek Campus, *1999-2001*

Bachelor of Science, Economics and Business Administration - Saint Mary's College of California, *1987-1991*

Butte Firefighter I Academy - Butte Community College Training Center Fire Fighter-I Certification, *1993*

College Preparatory/General Education - Salesian High School, Richmond, California, *1983-1987*

RELEVANT FIRE EXPERIENCE

- **Acting Deputy Fire Chief** – *Richmond Fire Department, January 31, 2022 – Retired*
- **Battalion Chief** – *Richmond Fire Department, April 2012 – Retired*
- **Fire Captain & Hazardous Material Specialist** - *Richmond Fire Department, March 2007 – April 2012*
- **Fire Engineer & Hazardous Material Specialist** - *Richmond Fire Department, July 2000 – March 2007*
- **Fire Fighter I & II** - *Richmond Fire Department, October 1995 – July 2000*
- **Fire Fighter I** - *California Department of Forestry (CAL FIRE), 1993-1995*
- **Seasonal Fire Fighter** - *Marin County Fire Department, Summer 1992*
- **Reserve Fire Fighter** - *Rodeo-Hercules Fire Protection District, 1993-1995*

PROFESSIONAL ORGANIZATIONS and AFFILIATIONS

Fire Board Director - Rodeo Hercules Fire Protection District, *Elected in 2010-2014*

Board Member - Rodeo Municipal Advisory Council (RMAC), *Appointed in 2010 by Contra Costa County 2nd District Supervisor, Gayle B. Uilkema, and Contra Costa County 2nd District Supervisor, Federal Glover*

CERTIFICATIONS and SPECIALIZED TRAINING

- Chief Officer Certification
- Fire Management Certification
- Fire Officer Certification - California State Fire Marshal
- Material Incident Commander – California State Fire Marshal
- Driver Operator 1A & 1B
- Fire Fighter Class B Commercial Driver's License
- Fire Ground Hydraulics
- CDF Emergency Vehicle Operation
- Fire Fighter I & II, California State Fire Marshal
- Emergency Medical Technician-1, Certification
- Hazardous Material Technician / Specialist
- Hazardous Material Operational & Decontamination Certification
- Incident Command System
- Confined Space Rescue Awareness, California State Fire Marshal
- US Navy, Basic and Advanced Firefighting
- Basic Fire Extinguisher and Hose Operations
- Swift Water First Responder, Rescue 3 International
- Over-The-Edge Rescue
- CDF Vehicle Extrication - Basic & Standard Method

SIGNIFICANT ACCOMPLISHMENTS, DUTIES and RESPONSIBILITIES:

- **Firefighter of the Year:** *Richmond Fire Department, 2006*
- **Academy Instructor:** *Richmond Fire Department, 2007, 2009 & 2011*
- **Safety Committee Member:** *Richmond Fire Department*
- **Telestaff Implementation group**
- **Grant Project Group Member:** Grant Submittals:
 - Fireman's Fund: \$40,000 ~ Extrication Tools
 - Department of Homeland Security: Approx. \$300,000 ~ Generators and Exhaust Systems
 - Department of Homeland Security ~ Safer Grant
- **Hazmat Coordinator**
- **Class B Driver License Trainer**
- **Certification of New Acting Engineers**
- **Engine Pump Testing** – Type I Apparatus
- **Professional Affiliations:**
 - Local 188 - Executive Board Member ~ 4 years
 - Richmond Professional Black Firefighters ~ Present Member
 - Richmond Youth Academy Mentor
 - American Red Cross Leadership Council for Northern California

Personal Statement:**Personal Statement As Member of the Measure O Oversight Committee:**

As a resident of Rodeo, California since 1974, I am committed to assisting Rodeo-Hercules Fire Department Measure O Oversight Committee and Members of the Department in providing the best level of professional emergency service possible today and in the future of our Citizens.

Also, Develop and foster relationships with the Rodeo and Hercules community with programs that trains and educates people/business about disaster preparedness for hazards that may impact their lives and trains them in basic disaster response.

My Core value as a Member is to serve with Integrity, Competence, Excellence, Honesty, Predictability, and Accountability.



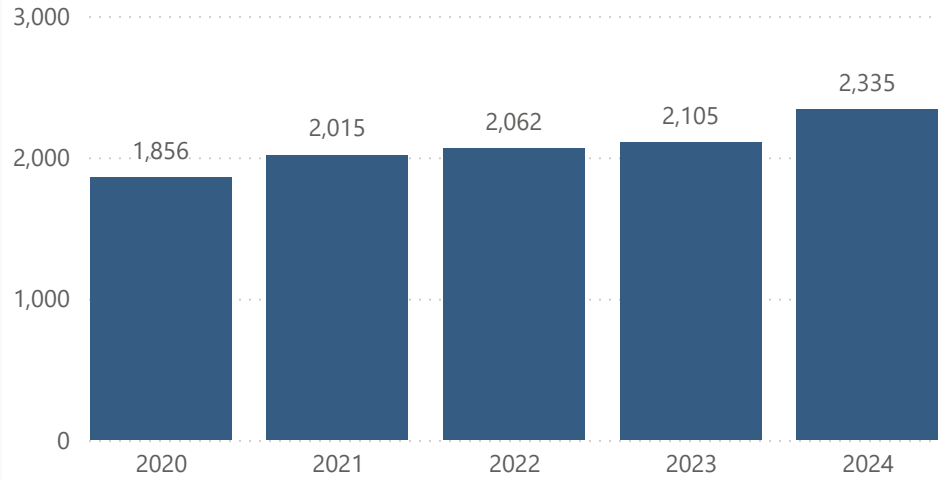
INCIDENT REPORT

SEPTEMBER 2024

Rodeo Hercules Fire Department
Incident Snapshot September 2024

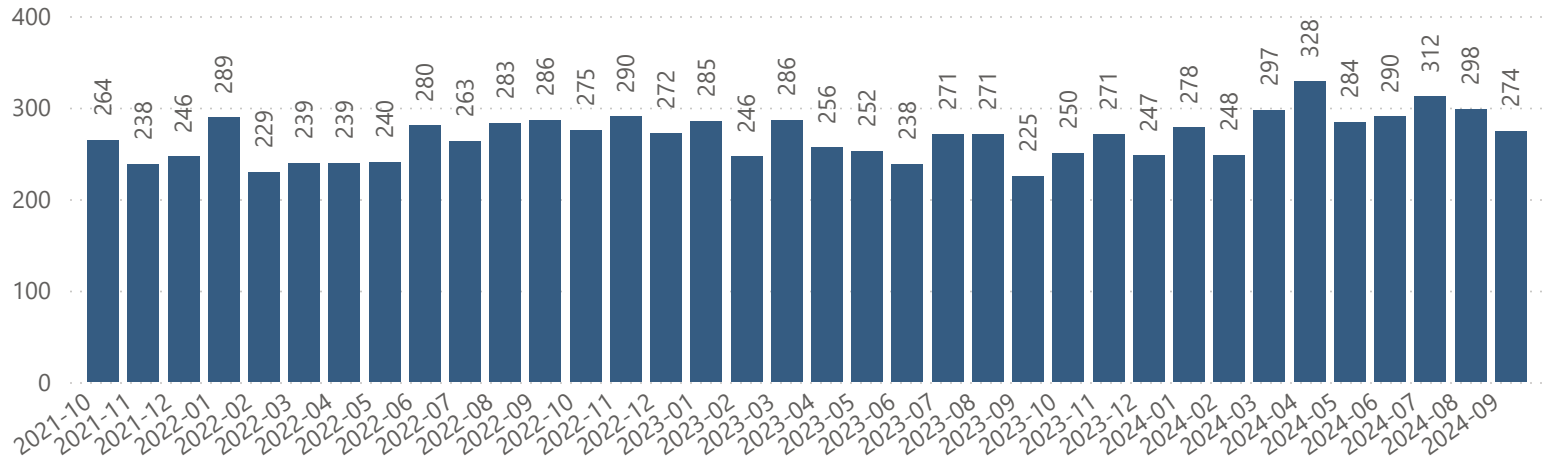
Number of Incidents Year to Date

Year Over Year - January to September



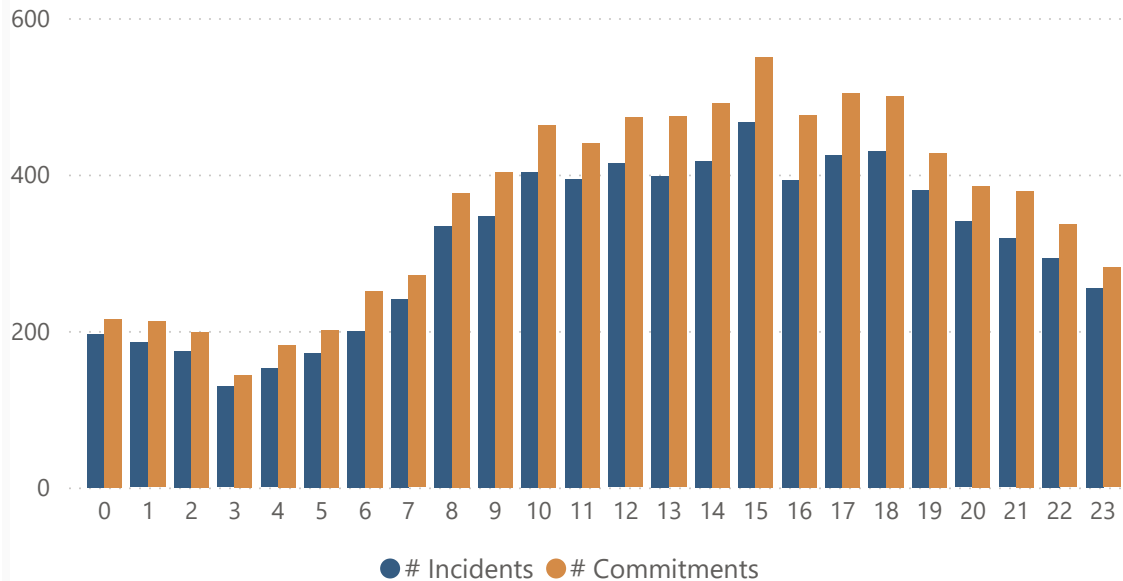
Number of Incidents by Month

Last 36 Months



Number of Incidents and Number of Engine and Truck Commitments

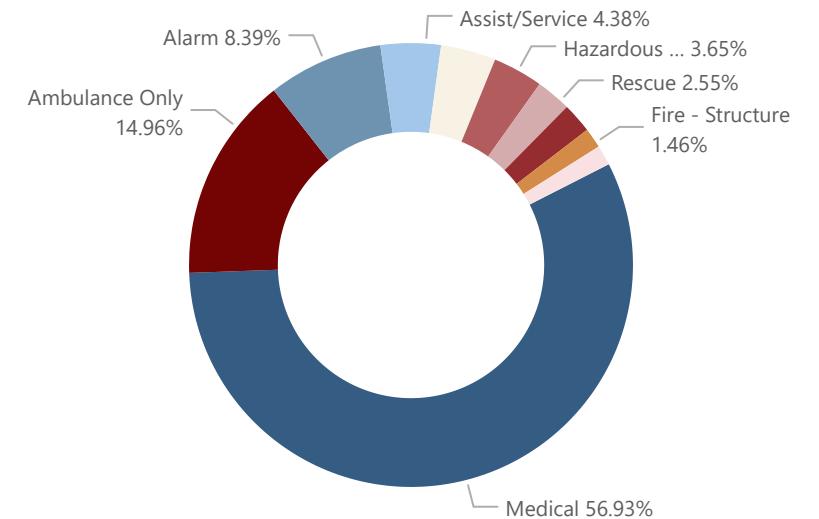
by Hour of Day Over 36 Months



Number of Incidents by Type

September 2024

Type	Incidents	Percentage (%)
Medical	156	56.93%
Ambulance Only	41	14.96%
Alarm	23	8.39%
Assist/Service	12	4.38%
Vehicle Accident	11	4.01%
Hazardous Cond./Hazmat	10	3.65%
Rescue	7	2.55%
Fire - Other	6	2.19%
Fire - Structure	4	1.46%
Fire - Vegetation	4	1.46%
Total	274	100.00%



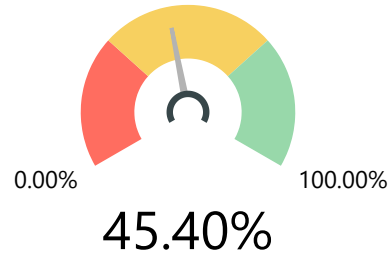
Rodeo Hercules Fire Department
Incident Snapshot September 2024

AGENDA ITEM 19

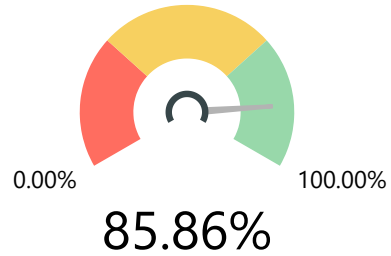
Compliance for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene

Last 12 Months

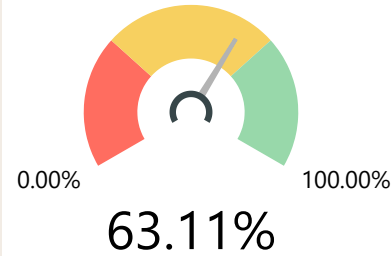
Call Processing
 Benchmark: 00:01:00



Turnout
 Benchmark: 00:02:20



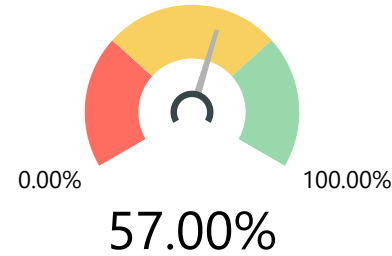
Total Reflex
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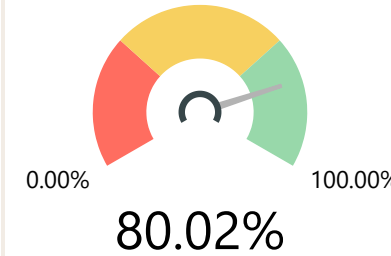
Compliance for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene

Last 12 Months

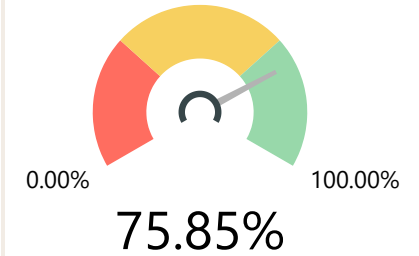
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Turnout
 Benchmark: 00:02:10



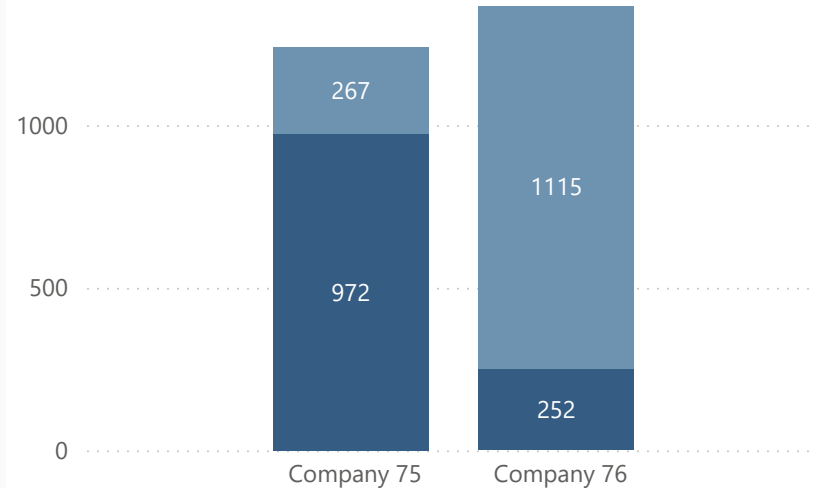
Total Reflex
 Benchmark: 00:09:00



Count of Runs by Rodeo-Hercules Units to Each Rodeo-Hercules Station Area

Last 12 Months

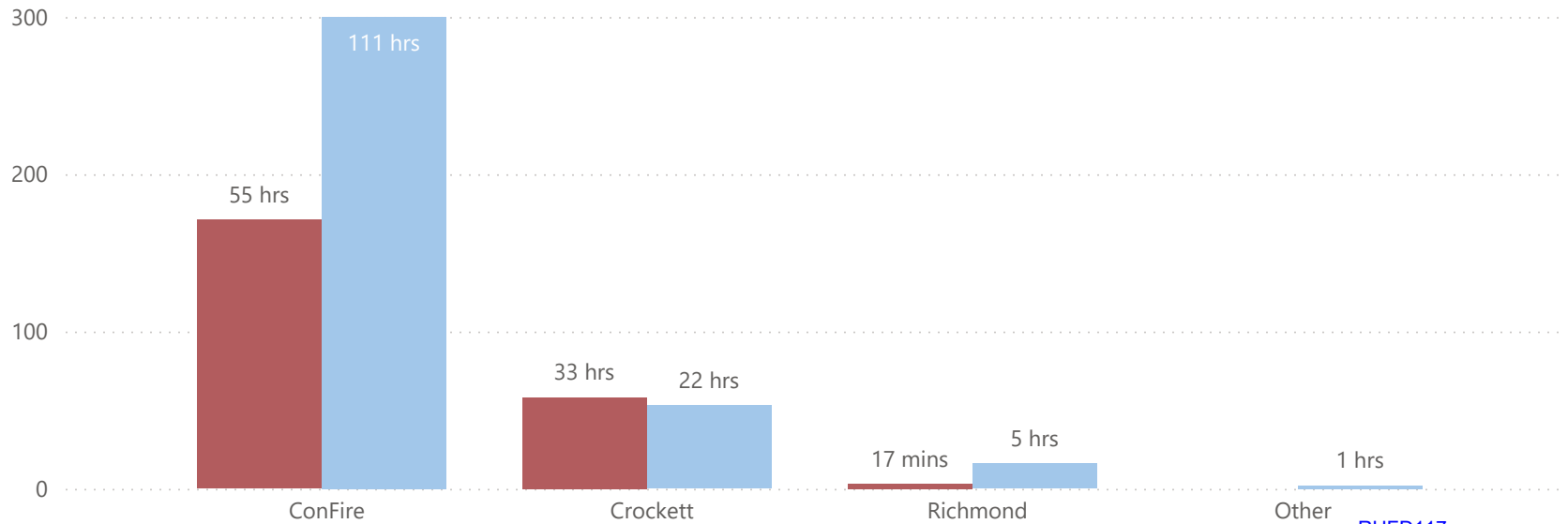
Station Area ● 75 ● 76



Auto aid Given and Received

Number of Unit Runs - Last 12 Months

● Given ● Received



RHFD117

Rodeo-Hercules Fire Protection District
MEMORANDUM

To: Board of Directors, Rodeo-Hercules Fire District
From: Rebecca Ramirez, Fire Chief
Subject: Fire Chief's Report
Date: November 13, 2024

Labor Relations / Personnel

The department is pleased to announce the recruitment of Firefighter Caden Jones, who will officially join the Rodeo-Hercules Fire Protection District on December 27th just prior to beginning the Contra Costa Fire Protection District recruit academy (pending Board approval). We extend our appreciation to Local 1230 for their collaboration in amending the Memorandum of Understanding (MOU) to bring the sections regarding federally and state required leave into compliance.

Reporting: Chief Ramirez

Operations

10/02: Crews responded to a vegetation fire on Hwy 4 EB at Barry Hill. The fire was low acreage and quickly contained.

10/27: Quint 76 and Engine 75 provided auto-aid response to a first alarm structure fire in Crockett. Both crews assisted with fire attack, salvage, and overhaul operations, while ConFire Engine 74 maintained station coverage for Rodeo and Hercules during the incident.

10/31: E75 and Q76 responded to a vehicle accident on I-80 EB at Willow, where a vehicle collided with the center divider. One critically injured patient was treated and transported.

11/1: Quint 76 responded to a structure fire in Pinole, which was rapidly extinguished.

11/1: E75 and Q76 attended a vehicle accident and fire on I-80 WB at Willow, which had spread to nearby vegetation. Crews extinguished the vehicle fire, extricated one critical patient, and transported them. Sadly, there was one fatality.

Reporting: Chief Ramirez

Training

Crews, alongside local partners, participated in Fire Investigation and Report Writing training led by instructor Rob Rappaport at Station 76. Additionally, Life Scan wellness physicals for all sworn staff are underway.

Reported by: Chief Ramirez

Facilities / Equipment

The kitchen renovation at Station 75 is scheduled to begin in the upcoming weeks, with Station 76 renovations, pending approval, expected to start in early 2025.

Reported by: Chief Ramirez

Fleet Management

- Quint 76A is undergoing diagnosis and repair for a starting issue, suspension check, and battery replacement.
- The command vehicle has returned from outfitting and is awaiting radio reprogramming and iPad configuration by ConFire IT/Comms.

Reported by: Chief Ramirez

Grants / Reimbursements

The department received a mini-grant for bicycle helmets from Supervisor Glover's office, to reimburse the district for helmets distributed at the open house. An award for Thermal Imaging Cameras (TIC), submitted under HSGP, is anticipated in December. New grant applications have been submitted for personal protective equipment (PPE) through the Firehouse Subs grant program, and for training room/EOC renovations through the Gary Sinise Foundation.

Reported by: Chief Ramirez

Community Risk Reduction and Fire Prevention

- **New Market Opening:** The 640 Parker – Palm Food Market will soon open to serve the Rodeo community, with a final fire inspection set for November 5, 2024.
- **St. Patrick's School Auditorium:** Construction progresses with installation of essential underground fire protection systems.
- **4th and Parker Residential Project:** Underground fire protection inspection is underway for this new multi-family development, with combustible construction beginning on the first floor.
- **Santa Clara Housing Group:** Completed extensive weed abatement and fuel management near Victorian by the Bay. Additional fire safety improvements are planned.
- **Contra Costa Wildfire Mitigation:** Significant mitigation efforts were completed on Rodeo Citizen's Association land and included the removal of a hazardous dead tree on 7th Street. Coordinator Michelle Rinehart has begun working with Olympian Hills HOA to explore Firewise Community status.
- **West Contra Costa School District:** Annual inspections show positive fire safety results. The district has also initiated tree abatement at Hercules High and Lupine Hills to reduce wildfire risks.
- **Community Vegetation Compliance:** On Red Flag Day (November 5th), property owners on Swallow responded swiftly to notices on hazardous vegetation, helping reduce local wildfire threats

Fiscal Stabilization / Budget

Fiscal updates will be covered in the first-quarter budget presentation.

Reported by: Chief Ramirez

Community Activities / Meetings

Crews conducted educational programs at Lupine Hills Elementary School and participated in the City of Hercules Trunk or Treat event, distributing candy to children at the bayfront on Halloween night. The Chief and staff also attended Phillips CAP, RMAC monthly meetings, and the Rotary meeting on November 7th at Station 76.

Reported by: Chief Ramirez



MEMORANDUM

To: Rebecca Ramirez, Fire Chief, Rodeo Hercules Fire Protection District

From: Alex Gibbs, Grants Director, Townsend Public Affairs, Inc.

Date: November 7, 2024

Subject: Grants and Funding Monthly Report

Overview

The purpose of this memo is to provide a monthly outline of upcoming funding opportunities and grant programs that could potentially meet the District's funding needs in the near future. This memo is not a comprehensive list of all grants that are currently available, but ones that you may be able to submit competitive applications for relevant priority projects.

Future Opportunities

The month of October saw the finale of the Special Session related to oil and gas prices as the Legislature passed and Governor signed ABX2-1 (Hart). Otherwise, state legislative activity was minimal as members continue campaigning and state agencies prepare their spending plans for the Governor's January Budget release. Coming up after the election, newly elected members will return on December 2 for Organizational Session where they will be sworn in and can begin introducing legislation for the 2025-26 session.

State Capitol Office ▪ 925 L Street • Suite 1404 • Sacramento, CA 95814 • Phone (916) 447-4086 • Fax (916) 444-0383
Federal Office ▪ 600 Pennsylvania SE • Suite 207 • Washington, DC 20003 • Phone (202) 546-8696 • Fax (202) 546-4555
Southern California Office ▪ 1401 Dove Street • Suite 330 • Newport Beach, CA 92660 • Phone (949) 399-9050 • Fax (949) 476-8215
Central California Office ▪ 744 P Street • Suite 308 • Fresno, CA 93721 • Phone (949) 399-9050 • Fax (949) 476-8215
Northern California Office ▪ 300 Frank Ogawa Plaza • Suite 204 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030

Looking Ahead: Grant Program Highlights

Name	Awards & Match	Description	Timeline
<p>Federal Emergency Management Agency (FEMA)</p> <p><u>Assistance to Firefighters Grant (AFG)</u></p>	<p>Maximum Award: \$3.2 million (based on population)</p> <p>5–15% Match Required (based on population)</p>	<p>The AFG program provides funding to help fire departments with critically needed resources to protect the public, to train emergency personnel, and to foster interoperability and support community resilience, as well as enhance the safety of the public through direct financial assistance and to provide a continuum of support for emergency responders regarding fire, medical, and all hazard events.</p>	<p>FEMA is concluding the FY23 Awards Cycle, and has indicated the need for an expedited FY24 cycle, anticipated in Oct/Nov 2024.</p>
<p>CalFire</p> <p><u>Forest Health Grant Program</u></p>	<p>Funding Available: Up to \$70,000,000</p> <p>Min. Award Amount: \$750,000</p> <p>Max. Award Amount: \$7,000,000</p> <p>No Match Required</p>	<p>CalFire’s Forest Health Program funds active restoration and reforestation activities aimed at providing for more resilient and sustained forests to ensure future existence of forests in California while also mitigating climate change, protecting communities from fire risk, strengthening rural economies and improving California’s water & air. CalFire seeks to significantly increase fuels management, fire reintroduction, treatment of degraded areas, and conservation of forests.</p>	<p>Application Deadline: January 15, 2025</p>
<p>WalMart</p> <p><u>Local Community Grant Program</u></p>	<p>Min. Award Amount: \$250</p> <p>Max. Award Amount: \$5,000</p> <p>No Match</p>	<p>The Local Community Grant program funds projects in the areas of Community/Economic Development, Diversity/Inclusion, Education, Environmental Sustainability, Health and Human Service, Hunger Relief, Public Safety, Quality of Life. Organizations may submit a total number of 25 applications and/or receive up to 25 grants within the 2024 grant cycle.</p>	<p>Ongoing</p>

Recently Submitted

Name	Request Amount	Project	Timeline
Firehouse Subs Grant Program	\$29,387.70	PPE: 7 Custom Aeroflex Coat & Pants	Anticipate Awards Q1 2025
Gary Sinise Foundation	\$43,809.17	EOC Renovation and Improvement Project	Anticipate Awards Q1 2025

Previously Submitted

Name	Request Amount	Project	Timeline
FEMA Assistance to Firefighters Grant (AFG)	\$218,854	Monitors and Medical Equipment	Not Awarded
FEMA Assistance to Firefighters Grant (AFG)	\$279,867	Regional Radio Request	Not Awarded

Office of the Auditor-Controller
Contra Costa County

AGENDA ITEM 21C

Robert R. Campbell
Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 608-9300
Fax (925) 608-9395



Harjit S. Nahal
Assistant Auditor-Controller

Joanne M. Bohren
Assistant Auditor-Controller

November 4, 2024

Board of Directors
Rodeo-Hercules Fire Protection District
1680 Refugio Valley Road
Hercules CA 94547

Dear Board of Directors:

This is the Office of the Auditor-Controller's response to your request, dated October 23, 2024, sent via email and received by this Office on October 25, 2024.

The RHFD Board requested for each of the past 5 fiscal years':

1. Ad valorem property tax amount paid by Phillips 66 in Rodeo.
Our office does not have records responsive to this request. However, you can access this information on the County Treasurer-Tax Collector's website; cctax.us.
2. A breakdown of total secured property tax revenues sent from Contra Costa County to RHFD showing the amount coming from: (1) Tax Rate Areas representing the City of Hercules; (2) Tax Rate Areas representing the Town of Rodeo; and (3) Tax Rate Areas representing Phillips 66.
Our office does not have records responsive to this request.

The below link to Demystifying the California Property Tax Apportionment System provides some explanation on how property taxes are allocated and apportioned,

[Demystifying the California Property Tax Apportionment System](#)

Please contact Chris Wong, Auditor-Controller Division Manager, at 925-608-9318 if you have any questions.

Sincerely,

Chris Wong

Robert R. Campbell
Auditor-Controller

By: Chris Wong
Auditor-Controller Division Manager – Property Tax

RHFD123

LIST OF FUTURE RHFD AGENDA ITEMS NOVEMBER 2024

Meeting Date	Agenda Item Description	Priority (Legal or RHFD Required, Board Priority, Closed Session, Board Other, Staff Other)	Responsible Party (Board, Staff, Counsel, etc.)	Report (R), Presentation (P), Resolution (RES), Contract (C), RFP	Item Type (Action, Discussion, Receipt of Report, Information, Public Hearing, etc.)	Status (Completed, ongoing, etc.)	Comments (Requested by, Updates, etc.)
03/12/25	Measure O Fire Chief's Report	Legal	Staff		Action		
03/12/25	Agreement with Strategic Advisory Services	Board Priority	Staff	R, Res	Action		Board to consider Update and extend service agreement
03/12/25	Agreement with Redwood Law	Board Priority	Legal, Staff,	R, Res	Action		Board to consider Update and extend service agreement
03/12/25	Auditors Report	Board Priority Legal	Staff/Ad Hoc	R, P	Information, discussion, possible action		
02/12/25	Firefighter of the year proclamation	Board Priority	Staff	Proc	Proclamation		
02/12/25	Mid Year Budget	Board Priority	Staff	Presentation, Res	Discussion, possible action		
01/08/25	Director Davidson Possible violation of District ethics	Board Priority	Board, Legal		Discussion, possible action		Board to consider Director Davidsons possible ethics violations alleged to have occurred
01/08/25	State Insurance Commissioner	Board Priority	Board, Staff, Counsel	Presentation	Information	Tentative	
01/08/25	Swear in new Board members and election of Chair and Vice Chair	Board Priority, legal	Board, Counsel		Action		Swear in any new Board members and Board elect Chair and Vice Chair for 2025
11/13/24	MOU amendment leaves of absence	Board Priority	Staff	R, Res	Action		MOU for CFRA, FMLA, PDL compliance
11/13/24	Station 76 Kitchen Renovations	Board Priority & Legal	Staff, Counsel	R, RES, C	Action		
11/13/24	Consideration of Measure O Comm. applications	Board Priority	Board		Discussion, possible action	ongoing	
11/13/24	Extension to Interim Fire Chiefs Agreement	Board Priority	Counsel	R,C	Action		Extension of interim Fire Chiefs Contract
11/13/24	Board Policies and Procedures	Board Priority, Legal	Counsel, staff	R, R	Discussion possible action		Board to deliberate and decide upon policies surrounding discipline, ad hoc committees, and correspondence to the Board
11/13/24	Letter from Director Hill	Other	Staff, Director Davidson		Information only		Steve Hill and then Chair Damon Covington be
11/13/24	Reply form County re P66	Board Priority	Board, Staff, Counsel		Information		Awaiting reply from letter sent by board
11/13/24	First Quarter Budget review	Board Priority	Staff	R, P	Information		
11/13/24	Job Descriptions		Staff		Information	Removed	Removed, information satisfied
11/13/24	Possible Update on Waiver of Meas. O Parcel Late Fees	Legal	Staff, Counsel	R, P, RES	Discussion	unable to obtain	to Nov. because data needed from County. Resolution only if needed to support changes to Meas O.
11/13/24	Request to send firefighter to ConFire Academy	Staff	Staff		Information & Action		
10/23/24	AFG Grant Submittal/Authorization to accept award	Board Priority, Staff	Staff	R,Res	Consent / Action	Removed	Application unsuccessful. Item removed
10/23/24	Benefit Assessment Protest	Legal	Staff	R	Public Hearing, Action	Complete	passed
10/23/24	Station 75 Kitchen Renovations	Board Priority & Legal	Staff, Counsel	R, RES, C	Action	complete	approved
10/23/24	Public hearing on ordinance for Procurement Policy	Legal	Legal	R, Ord	Discussion & Action	complete	adopt ordinance on procurement

AGENDA ITEM 24

10/23/24	Update to District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Board Orientation/Onboarding ad hoc & Staff	R	Information	complete	Onboarding of Directors & Meas O to ensure legal requirements are met, individuals and Board are aware of when their term ends. Update moved to Feb per Chief's request.
09/11/24	Measure O Oversight roles & responsibility	Legal	Legal, Staff	R	Discussion & Possible Action	complete	Coordinate with Board Ad Hoc for orientation of new committee members
09/11/24	Final Budget Adoption	Board Priority	Staff	R,P	Action	complete	approved Mike Oliver from SAS to assist.
09/11/24	Appropriations Limit	Board Priority	Staff		Action/consent	complete	
09/11/24	ROPS/P66 taxes-Bob Campbell presentation	Board	Staff		Discussion/Information		Not update until 10/23/24, then may get approved two separate items
09/11/24	Proclamation FM Lellis					complete	
09/11/24	Public Hearing for Fire Prevention				Public Hearing, Action		
09/11/24	Special meeting budget workshop/presentation	Board	Staff		Workshop	complete	Mike Oliver SAS to assist .
08/14/24	Report back on P66 Revenues	Board	Bowman & Davdison				
08/14/24	Accept 2023 Annual Report	Staff	Staff		Report	complete	Provide annual report to the Board
08/14/24	Procurement Policy	Board	Staff	R	Discussion & Action	complete	
08/14/24	CSG contract and prevention update				Action		
08/14/24	audit-contract for service or RFP				Discussion & Action	removed	Harshwal contract for one year. Could go to RFP if board chooses
08/14/24	BC MOU				Action	complete	
08/14/24	Staff salary adjustment Minute Order				Action	complete	
08/14/24	Support of Ballot Measure regarding Annexation				Discussion & Possible Action		
07/31/24	Resolution to Annex (Special Meeting)	Board Priority	Staff	RES	Action	complete	Board direction to bring Resolution to Annex for Mayor Toms to discuss contract for service w.Confire 6:00
07/10/24	Mayor Toms to Discuss Contract for Service with ConFire	Board	Bowman	P	Information/Discussion	complete	
07/10/24	RHFD & City of Hercules participation in "Team up to clean up" project	Board	Bowman	N/A	Discussion		Discuss dates for RHFD sponsor day
07/10/24	MOU-Local 1230: Contract and Resolution	Staff	Staff	P, RES	Discussion & Action	complete	approved
07/10/24	Enterprises	Staff	Staff	RES & R	Discussion & Action	complete	approved
07/10/24	Phillips 66 Ad Valorem Property Taxes	Board	Bowman	R	Discussion & Action	ongoing	
07/10/24	Emergency Procurement for HVAC Unit @75	Staff	Staff	RES & R	Discussion & Action	complete	approved
07/10/24	Special Meeting re Annexation	Board	Staff	R	Discussion & Action		
06/12/24	RFP or Contract for Auditors & Legal	Board Priority	Staff		Discussion/direction	removed	Harshwal Contract is complete. Need to renew or seek new auditor, discuss legal services
06/12/24	2024/25 FY Budget presentation and adoption	Board Priority	Staff, Financial consultant		Discussion and Possible Action	complete	Board receive and adopt 24-25 FY budget
06/12/24	Election Resolution	RHFD Required	Staff	R	Consent / Action	complete	
06/12/24	County Wildfire Mitigation Program Presentation	Board Priority, Staff	Michelle Rinehart	P	Information/Discussion	complete	Presentation given by CCCFPD re: wildfire mitigation services and accessibility
06/12/24	Special Meeting: Budget 101; Actuarial Basics & Pension Information		Staff	P	Information	complete	
05/15/24	Special Meeting-Con Fire	Board Priority	Staff, Despain, Broschard		Information/Possible Action	complete	Receive presentation from M. Despain and Chief Broschard.
05/08/24	Measure O Oversight Committee Report to Board		Measure O	R	Discussion and possible action		Measure O Oversight committee annual report
05/08/24	Fire Fuel Breaks Contract		Staff	Contract	Consent/Action	Removed	Removed in favor of ConFire assistnace and Measure X assistnace
05/08/24	Weed Abatement	Board Priority	Staff	R,P	Discussion/possible action	complete	Presentation of weed abatement program
05/08/24	Local Hazard Metigation Program Final and Public Coment period	Board Priority, Staff, Legal	Staff	P	Presentation		LHMP documents out on County website for public comment presentation only
05/08/24	Benefit Assessment Levy	RHFD Required	Staff	R	Consent / Action		

AGENDA ITEM 24

05/08/24	3rd Quarter Budget Review	Board Priority, Staff	Staff	R, P	Information/Discussion		3rd quarter review of the 2023/24 budget.
04/10/24	Report on state mandated fire prevention inspections	Board Priority	Staff, CSG Consultant	R, Res	Discussion and Possible Action	Completed	Board receives 1205 compliant report and resolution on completion of annual state mandated fire prevention inspections.
04/10/24	Measure O CPI Increase Public Hearing	Board Priority, Legal	Legal	R, Res	Public Hearing, Discussion and Possible Action	Completed	approved
04/10/24	Cal Fire Area Operating Plan AOP	Staff	Staff	R, Res	Consent / Action	Completed/appro	Agreement with CalFire and local regional agencies on Area Operating Plan for wildfires and large incidents. Workshop facilitated by moderator who will assist Board in prioritizing and implementing key learnings. Moved from Feb. 21.
03/27/24	Special Meeting CSDA Key Learnings	Board Priority	Consultant and Ad Hoc	Workshop	Discussion & Possible Action	Completed	Done Board to hold public hearing and discuss and adopt updated fire prevention fees and corresponding ordinance. Completed adopted.
03/13/24	Public Hearing Fire Prevention Fees	Board, Legal, RHFD, State	Staff	R, P, RES	Public Hearing, Discussion and Poss	Completed	Done Board to hold public hearing and discuss and adopt updated fire prevention fees and corresponding ordinance. Completed adopted.
03/13/24	Receive 2022-2023 Annual Audit Report	Board, Legal, RHFD, State	Consultant, Staff	R, P	Board Receives Report	Completed	DONE received
03/13/24	Receive 2022-2023 Measo O Annual Audit Report from Chief	Board, Legal, RHFD, State	Staff	R, P	Board Receives Report	Completed	DONE Board Received
03/13/24	Agreement for services M.E.D. Enterprises	Board Priority	Board	Res	Discussion & Possible Action	Completed	DONE Consider and approve agreement for services and contract extension for M.E. D Enterprises Michael Despain Completed approved
03/13/24	Agreement for services Strategic Advisory Services	Staff	Staff	R, Res	Discussion & Possible Action	Completed	DONE Consider and approve agreement for financial services SAS Completed approved
03/13/24	Agreement for services Redwood Public Law	Board Priority	Board/Staff/Legal	R, Res	Discussion & Possible Action	Completed	DONE. Consider and approve agreement for legal services Redwood Public Law Completed Approved
02/21/24	Special Meeting Stratetic Plan RFP	Board Priority	Consultant and Ad Hoc	R, P	Discussion & Possible Action	Completed	Done CSDA workshop moved to Mar. 27
02/14/24	Receive Mid-Year Budget Report	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Update from Chief.
02/14/24	Firefighter of the year proclomation	Board	Staff	P	Proclomation	Completed	DONE. Proclomation of FFOTY by Board Chair
02/14/24	Local Hazard Mitigation Program	Board Priority, Staff, Legal	Staff	R	Discussion and Action.	Completed	DONE. District coordinating with City of Hercules. MJLHMP presented in draft and comments received for submission to the County. Quarterly report approved by board. Chair to coordinate with Chief discuss moving it to monthly reporting.
02/14/24	Quarterly Report on Future Agenda Items	Board Priority, Staff	Staff and Chair	R	Info. & Discussion.	Completed	
02/14/24	Modification to agreement with M.E.D. Enterprises	Board, Staff, Legal	Board	N/A	Discussion poss act	no action	Discuss possible modifications to contract
02/14/24	Measure O Ordinance revisions	Board, Legal, RHFD, State	Board, AdHoc	N/A	Discussion poss act	no action	Discussion
02/14/24	CSDA Key Learning workshop	Board, AdHoc governance	Board, AdHoc	N/A	Discussion poss act	scheduled	Discussion
02/14/24	District EMS Responsibilities	Legal	Staff	P	Information	Completed	DONE. Board seeking clarification of District Responsibilities. Per Chief request move to Feb 2024.
02/14/24	Presentation of Fire Prevention fees	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Public Hearing in Feb. or Mar.
02/14/24	Auto Aid services agreement with Crockett-Carquinez Fire Protection District	Board, Staff, Legal	Staff	R,	Action	Completed	DONE. Approved by Board.

AGENDA ITEM 24

01/31/24	Special Meeting Strategic Plan	Board Priority	Consultant and Ad Hoc	R, P	Discussion & Possible Action	Completed	DONE. Meeting 6pm-8pm. Waiting direction from Mr. Pio Roda on whether a PH is required as Board is considering modifying OPS standards. PH requires 30 day public notice. No PH required.
01/10/24	Consideration of Meas. O Assessment to Unit vs. Parcel	Board Priority, RHFD	Director Davidson	R	Action	no action	DONE. Ad Hoc created for recommendation of a consultant to assist Board in analysis and feasibility.
01/10/24	Financial Stability Considerations for Special Districts	Board Priority	Board, RHFD	R, P, RES,	Action	no action	DONE. Gathering info. from State & National Chapters & Business Affiliates; they hire grant writing agencies. Board Alternate Funding Ad Hoc to present with Chief Agreement to hire a grant writing company to meet various District needs. Board approved hiring TPA.
01/10/24	District Reorganization	Legal, Board Priority	Board		Action		DONE. Selection of Chair and Vice-Chair
01/10/24	Annual Calendar	Board Priority	Board	Calendar	Informational	Completed	DONE. Annual Calendar prepared in coordination with Chief. Approved by Board at Oct meeting. To be included in Jan. Board packet
01/10/24	Bathroom Renovations and Additional Funding Request	Board Priority, RHFD	RHFD	R, Estimates	Action		DONE. Approved by Board.
01/10/24	CSDA Key Learnings Survey Report	Board Priority	Board	R	Informational	Completed	DONE. Ad Hoc will recommend moderator for Board workshop on Feb. 21.
01/10/24	Local Hazard Metigation Program	Board, Legal, RHFD, State	Staff	R, P, RES	Informational		DONE. District coordinating with City of Hercules. Presentation in January. Future updates TBD by Chief.
12/13/23	Special Meeting: Strategic Plan Workshop	Board Priority	Consultant Mike Despain	P	Discussion & Action	Completed	DONE. Hold date & time. Despain led workshop 6PM-8PM.
11/08/23	Update on Possible Meas O Waiver of Zero Value Parcels	Legal	Staff, Counsel	R, P, RES	Action	Completed	Moved from Oct. to Nov. because data needed from County. Resolution only if needed to support changes to Meas O. Follow-up from Aug. Board meeting. Completed-no changes. Staff to follow-up with County on waiver of late fees by county for the 178 parcels. Update TBD.
11/08/23	Review of Strategic Plan & Business Implementation Plan	Board Priority	Board	P	Action	Completed	DONE. Possible approval of brochures for distribution. Approved by Board. SP Ad Hoc to coordinated distribution with Chief.
11/08/23	Procurement of Station Alerting Systems	Board Priority, Legal	Staff, Counsel	R,RES,RFP, C	Action	Completed	DONE. Approved by Board. District did not receive Meas X funds for alerting system. Chief to move forward with purchase in Dec. Update at Jan Bd meeting in Chief's report; system to be installed in Jan.
11/08/23	District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Saff	R	Information	moved to August	Onboarding of Directors & Meas O committee members to ensure legal requirements are met, individuals and Board are aware of when their term ends. Update moved to April per Chief's request.
11/08/23	Role of General Counsel & Board Management of Interactions with Counsel	Board Other	Counsel	R	Information	Completed	DONE. Director's request.

