

To: Chief Ramirez, RHFD Directors Bowman, Davidson, Doss, Hill, Mikel

Cc: Measure O Committee Chair Brennan, Consultant Chief Despain, ConFireChief Broschard, RHFD Counsel Pio Roda, LAFCO Texeira

Re: Concerns about the Rodeo-Hercules Fire District Online Survey

To All,

I am writing with great concern about the “survey” that is currently circulating via the recent Town Hall (Hercules, June 18, 2024) and the district’s website. It is unclear what the purpose of the survey is. The statement on the website says: *Please Take Our Survey Regarding Possible Annexation Into Contra Costa County Fire Protection District*. This could suggest that the District is interested in the public’s views about possible annexation, but the lack of balanced content within the survey presents the problem of BIAS.

Please note the following concerns/problems:

- **SURVEY BIAS:** The survey presents 6 items, which collectively constitute survey bias, as they are phrased to encourage responses that support one outcome (support for annexation) over another (opposition to annexation). A properly structured survey would include more balanced content. For example, the existing survey did not include any items that would address more fully the concerns opposing annexation, including financial concerns and concerns about local control. The concerns about financials, in particular, are especially important given that financials are being used to justify the annexation. A less-biased survey might have included, for example:
 - “I would like the Board to actively pursue meaningful funding sources so RHFD can remain independent.” And/Or
 - “I am aware that the ConFire organization is governed by the County Board of Supervisors, not our local District Fire Board and I am aware that annexation means we would not have a local Fire Chief to communicate with and that ConFire administration is located in Concord.” And/Or
 - “I am aware that the District has over \$7 million in reserves and over \$2.5 million annually as income from Measure O and should annexation occur, the Measure O parcel tax will continue with no expiration.”
- **SAMPLING BIAS:** It is unclear who the target population is. There is no title nor introduction on the survey. There is no indication as to whom the survey is addressed. Without a target population it is therefore not possible to determine who is being excluded. Also, because the survey was referred to in the town hall meeting with only the QR code and without clear guidance for anyone unfamiliar with using QR codes, it is unclear whether people who would wish to participate were already excluded.

- **AVAILABILITY OF SURVEY:** There is no open/close date for availability. How can you assure that you are allowing sufficient time for responses?
- **RATE OF RETURN:** How will you measure your rate of return if there is no target population or open/close date for availability identified?
- **OUTCOME REFLECTIVE OF TARGET POPULATION:** How can you assure the public that the survey is representative of the community if you have not properly identified the target population and the steps you have taken to ensure the target population had sufficient opportunity to participate?

I suggest that this survey has too many problems to be considered accurate, valid, or reliable information. The results, therefore, cannot be used.

I would like to know the following:

- How did the survey originate?
- Who designed the survey? There is no identifying information anywhere.
- How did you ensure the validity and reliability of the survey?
- When did the Board approve the survey? I cannot locate documentation of review or approval from the Board.

I would appreciate a timely response to these concerns and questions, especially given that there is the upcoming Town Hall in Rodeo on June 29, 2024.

Sincerely,

Tara Shaia



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

SPECIAL BOARD MEETING MINUTES
June 12, 2024

1. CALL TO ORDER/ROLL CALL (5:58 p.m.) Directors Delano Doss, Marie Bowman, Charles Davidson, Robyn Mikel and Steve Hill present.
2. BUDGET 101 SEMINAR Board consensus to move Budget 101 seminar to next regular meeting.
3. ACTUARIAL VALUATION AND FORECASTING FOR PENSION OBLIGATION (2:02) Patty Kong, CPA, presented a slideshow to the board on actuarial basics and pension information. Ms. Kong addressed the volatility in the fire district's pension rates, explaining the role of an actuary in assessing the financial position of the pension plan. Ms. Kong explained the complexities of pension plan valuation, including the factors that impact it such as member data, financial data, actuarial assumptions, and funding policies.
4. ADJOURNMENT (6:30)



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REGULAR BOARD MEETING MINUTES
June 12, 2024

1. **CALL TO ORDER/ROLL CALL** Meeting called to order at 7:04 p.m. Directors
2. **PLEDGE OF ALLEGIANCE**
3. **ADJOURN TO CLOSED SESSION**
4. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** Nothing to report out
5. **ANNOUNCEMENTS OF DISTRICT EVENTS (00:47)** Upcoming town hall-style meetings on June 18 in Hercules and June 29 in Rodeo.
6. **CONFIRMATION OF THE AGENDA (2:21)** Vice Chair Bowman motioned to move item 8 (public comment) to occur after item 17. Seconded by Director Mikel. Motion carried 5-0.

Roll Call Vote

Doss	Y
Bowman	Y
Hill	Y
Davidson	Y
Mikel	Y

7. **REVIEW OF CORRESPONDENCE TO THE BOARD (6:28)** Chief Ramirez presented a letter of support for the city of Hercules to remove eucalyptus trees.
8. **CONSENT CALENDAR (9:05)** Items on the consent calendar passed with a consensus.
9. **SPECIAL ORDER OF BUSINESS: DISTRICT STRATEGIC PLAN AND SUSTAINABILITY EFFORTS (10:00)** Chief Despain presented the town hall flyers with a focus on customer feedback and the potential benefits of annexation.
10. **WILDFIRE MITIGATION PROGRAM (26:15)** Michelle Rinehart from the Contra Costa County Fire Protection District presented the wildfire mitigation program. She detailed the program's funding, objectives, and various projects aimed at preventing and mitigating wildfires in the area, including vegetation management, maintaining fire access routes, and the establishment of Firewise neighborhoods.
11. **PROFESSIONAL SERVICES REQUESTS FOR PROPOSAL (58:16)** The board facilitated a discussion centered around the professional services request for proposal for the 23-24 audit and legal services. The importance of periodically revisiting the RFP process was highlighted. Item tabled.

12. **PUBLIC HEARING ON 24-25 BUDGET** (1:10:30) RHFD directors praised the Chief and Getachew Demeku-Ousman for their work on the budget report but highlighted concerns about forecasting, particularly in relation to potential tax revenues from the Philip 66 refinery. Chief and Mike Despain discussed the implications of the current budget for the fire department, with a focus on staffing and training standards. Motion to accept Resolution 2024-13 made by Vice Chair Bowman and seconded by Director Davidson. Motion passed unanimously.

PUBLIC COMMENT

Robert Baum
 Maureen Brennan
 Selina Williams

Roll Call Vote

Doss	Y
Bowman	Y
Hill	Y
Davidson	Y
Mikel	Y

13. **RESOLUTION NO. 2024-14: RESOLUTION ORDERING EVEN YEAR BOARD OF DIRECTORS ELECTION; CONSOLIDATION OF ELECTIONS; AND SPECIFICATIONS OF THE ELECTIONS ORDER** (2:47:05) Motion made by Vice Chair Bowman to accept Resolution 2024-14 and seconded by Director Mikel. Motion passed unanimously.

Roll Call Vote

Doss	Y
Bowman	Y
Hill	Y
Davidson	Y
Mikel	Y

14. **FIRE CHIEF’S REPORT** (2:52:16) Accepted as presented in the board packet. There was a consensus vote to extend meeting to 10:15.

15. **STAFF REPORTS** (2:54:10) None.

16. **BOARD MEMBER REPORTS** (2:54:20) East Bay Hills Wildland Coordinating Group to meet on July 8 from 9am to 12 to look at best practices. Board Orientation/Onboarding committee to meet with Kim Corcoran sometime in July.

17. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (2:56:50)

PUBLIC COMMENT

Robert Baum
 Janet Callaghan
 Maureen Brennan

18. **LOCAL 1230 COMMENT** (3:12:14) John Bischoff reporting on behalf of Local 1230.
19. **REQUEST FOR FUTURE AGENDA ITEMS** (3:14:35) Contra Costa County Auditor-Controller Robert Campbell to appear before the board possibly in August; ratification of Local 1230/RHFD MOU in July.
20. **ADJOURNMENT** Meeting adjourned at 10:22 p.m.

12:04 PM
07/08/2024

Date	Num	Name	Memo	Account	Amount
06/01/2024	W4102379YF	American Messaging	June 2024	2110 · Communications	-38.17
06/01/2024	24604	IEDA INC	June 2024	2310 · Professional/Specialized Servic	-1,820.02
06/01/2024	21783	Townsend Public Affairs	June 2024	2310 · Professional/Specialized Servic	-5,000.00
06/01/2024	06012024	The Standard	June 2024	1060 · Group Insurance	-580.00
06/01/2024	10816	Redwood Public Law	May 2024	2310 · Professional/Specialized Servic	-5,041.00
06/03/2024	825461	Napa Valley Petroleum	Fuel	2272 · Central Garage Gas/Oil	-1,725.95
06/04/2024	399		2324 UNS SPT	9011 · Property Tax-Supplemental	658.99
06/04/2024	399		2122 UNS SPT	9011 · Property Tax-Supplemental	1,074.85
06/04/2024	399		2021 UNS SPT	9011 · Property Tax-Supplemental	688.87
06/04/2024	399		2223 UNS SPT	9011 · Property Tax-Supplemental	2,901.83
06/04/2024	400		CY UNS 1% TO 043024	9020 · Property Tax-Current Unsecured	12,898.24
06/04/2024	401		UNS REJ	9035 · Property Tax-Prior Unsecured	1,967.12
06/04/2024	401		PY UNS 1% to 043024	9035 · Property Tax-Prior Unsecured	915.92
06/04/2024	97784	Vallejo Fire Extinguisher	75-Annual Maintenance	2270 · Repairs & Services of Equipment	-149.41
06/04/2024	76-528495-JUN	EBMUD	76-03/29/24-05/29/24	2120 · Utilities	-1,652.58
06/04/2024	76-528407-JUN	EBMUD	03/29/24-05/29/24	2120 · Utilities	-339.56
06/04/2024	97783	Vallejo Fire Extinguisher	Flre Extinguisher Service	2270 · Repairs & Services of Equipment	-91.31
06/06/2024	0087261	Rodeo Autotech	Oil Change/Inspection & Battery Replace	2271 · Central Garage Maintenance	-575.71
06/07/2024	22991	Jocelyn E. Roland, PhD	Pre-Employment Psych Screening	2310 · Professional/Specialized Servic	-475.00
06/10/2024	83410542	Concentra	Pre-Employment Physical	2310 · Professional/Specialized Servic	-1,445.00
06/10/2024	14439	Precision IT Consulting	Computer configuration for display computers	2310 · Professional/Specialized Servic	-1,287.50
06/10/2024	9966349556	Verizon Wireless	05/10-06/10/24	2110 · Communications	-19.06
06/11/2024	75-5183799518-JUN	P.G.&E.	75-05/10-06/09/24	2120 · Utilities	-292.62
06/11/2024	00053	Strategic Advisory Services	May 2024-Patty Kong hours	2310 · Professional/Specialized Servic	-5,231.25
06/11/2024	265700239	Orkin	76-Monthly Service	2281 · Maintenance of Buildings	-150.00
06/13/2024	2024070	Fire Stats, LLC	Misc. Reporting Tasks	2310 · Professional/Specialized Servic	-1,100.00
06/14/2024	75-1888920692-JUL	P.G.&E.	75-05/11-06/10/24	2120 · Utilities	-37.32

06/16/2024	07152024	T Mobile	05/15/24-06/15/24	2110 · Communications	-136.41
06/18/2024	00055	Strategic Advisory Services	April 2024-June 2024	2310 · Professional/Specialized Servic	-10,500.00
06/19/2024	IN2071540	Municipal Emergency Services	Wildland Pants	2474 · Firefighting Supplies	-427.63
06/19/2024	IN2071536	Municipal Emergency Services	Boots	2474 · Firefighting Supplies	-733.65
06/19/2024	76-4017223667-JUL	P.G.&E.	76-05/09-06/07/24	2120 · Utilities	-268.96
06/20/2024	256892	All Star Fire Equipment	Firefighting supplies	2474 · Firefighting Supplies	-4,965.52
06/21/2024	9967179724	Verizon Wireless	05/22-06/21	2110 · Communications	-592.41
06/23/2024	75-9173373209-JUL	P.G.&E.	75-05/23-06/21/24	2120 · Utilities	-58.36
06/26/2024		Cal OES	Strike Team Reimbursement	1014-03 · Overtime-Strike Team	17,921.76
06/26/2024		Cal OES	Strike Team Reimbursement	1011 · Permanent Salaries	2,428.74
06/26/2024		Cal OES	Strike Team Reimbursement	2271 · Central Garage Maintenance	5,015.68
06/26/2024		Cal OES	Strike Team Reimbursement	2271 · Central Garage Maintenance	837.00
06/26/2024		Cal OES	Strike Team Reimbursement	2303 · Travel Expenses-Other	513.00
06/26/2024		Cal OES	Strike Team Reimbursement	1014-03 · Overtime-Strike Team	5,833.44
06/26/2024		Cal OES	Strike Team Reimbursement	1011 · Permanent Salaries	667.04
06/26/2024		Cal OES	Strike Team Reimbursement	2271 · Central Garage Maintenance	837.00
06/26/2024		Kaiser Permanente	Reimbursement	1061 · Group Insurance-Retiree	744.59
06/26/2024		Kaiser Permanente	Reimbursement	1061 · Group Insurance-Retiree	34.70
06/26/2024		Kaiser Permanente	Reimbursement	1061 · Group Insurance-Retiree	34.70
06/30/2024	RDO 24-5	M.E.D. Enterprises, Inc	June 2024	2310 · Professional/Specialized Servic	-6,887.50

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: July 10, 2024

SUBJECT: Amendment to Consulting Agreement with M. E. D. Enterprises

BACKGROUND:

The District and Consultant entered into an agreement on the 1st of April 2024, to provide services related to fire district analysis and options for protecting service levels as described in the agreement, including the scope of work as outlined in the agreement (Attachment 1). The April agreement is now approaching the fiscal limits of the originally agreed upon compensation in the amount of “Do Not Exceed” \$14,500. To allow additional allocation for the consultant to perform work for the District as described in the Agreement, an amendment to increase the “Do Not Exceed” limit is recommended to be increased by \$10,000. The remaining terms of the Agreement will not be affected.

FISCAL IMPACT

No additional funds are being requested as \$10,000 was allocated to M.E.D. Enterprises within the adopted preliminary budget.

RECOMMENDATION:

Adopt a Resolution adopting the first amendment to the consulting services agreement with M.E.D. to add an additional \$10,000 for a new total not to exceed amount of \$24,500.00.

Attachments:

1. First Amendment to the Agreement with M.E. D. Enterprises
2. Resolution No. 2024-15

**CONSULTING SERVICES AGREEMENT BETWEEN
THE RODEO HERCULES FIRE PROTECTION DISTRICT AND
M.E.D. ENTERPRISES INC.
FOR
FIRE DISTRICT ANALYSIS AND OPTIONS FOR PROTECTING SERVICE LEVELS –
CONTRACT EXTENSION**

THIS AGREEMENT for fire district services is made by and between the Rodeo Hercules Fire Protection District (“District”) and M.E.D. Enterprises, Inc. (“Consultant”) (together sometimes referred to as the “Parties”) as of April 1, 2024 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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 March 30, 2025, or the date of completion of the Scope of Work in Exhibit A whichever is later, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant 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.** Consultant 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 Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant 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, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons. Consultant acknowledges and agrees that the persons named in its proposal, as described in Exhibit A, shall be assigned to the District’s engagement.
- 1.4 **Time.** Consultant 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 Consultant’s obligations hereunder.
- 1.5 **Reserved**

Section 2. COMPENSATION. District hereby agrees to pay Consultant a sum not to exceed fourteen thousand five hundred dollars and no cents (\$14,500.00), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. District shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Consultant shall not bill District for duplicate services performed by more than one person.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identification of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the District when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and District. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and District, if applicable.

- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices 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 Consultant.
- 2.3 Final Payment.** District shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services 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 Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant on an hourly basis shall not exceed one hundred and forty-five dollars (\$145), as shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses.
- 2.7 Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** Consultant 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.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those

facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant 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 to the District. Consultant 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 Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to District. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant may rely on a self-insurance program to meet those 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 Consultant, its employees, agents, and subcontractors.

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

- a. Certificate of Liability 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.** Consultant , 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant .
 - c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant 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 Consultant’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 Consultant’s insurance and shall not contribute with it.
- 4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant 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 **Professional Liability Insurance.**

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the District for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

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, Consultant shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Consultant 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 Consultant beginning work, it shall not waive the Consultant'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.** Consultant 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 Consultant 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.** Consultant 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 Remedies.** In addition to any other remedies District may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to District that Consultant 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. Consultant represents and warrants to District that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from District.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement. Consultant 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 Consultant thereby.

Consultant 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 Consultant .

Consultant may cancel this Agreement upon 2 weeks written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if District grants such an extension, District shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant . Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant .** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the reports, work papers and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant and charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, work papers, 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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant 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 Consultant 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 Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant 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 provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs 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 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place

Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the District in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to the Consultant. Consultant 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.

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

Michael Despain
 President/CEO
 M.E.D. Enterprises Inc.
 7828 Stonewall Ct.
 Lincoln, NE 68506

Any written notice to District shall be sent to:

Fire Chief
 Rodeo Hercules Fire Protection District
 1680 Refugio Valley Road
 Hercules, CA 94547

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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

- 10.13 **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 DISTRICT

M.E.D. ENTERPRISES INC.

FIRE CHIEF REBECCA RAMIREZ

MICHAEL DESPAIN

Attest:

Kimberly Corcoran, District Secretary

EXHIBIT A

SCOPE OF SERVICES

The scope of services is as attached, amended as follows:

- 1) Aid the Board in developing and evaluating any Request for Proposals (RFP) related to the Protection of Service Levels project.
- 2) If needed, aid the Board in exploring the feasibility and impacts of an annexation into the Contra Costa County Fire Protection District. Act as liaison with Contra Costa County LAFCo.
- 3) If needed, assist the Board in an evaluation of options between any RFP responses related to service contracts and/or annexation.
- 4) Aid the Board and Fire Chief in achieving key outcome measurements and supporting goals listed within the RHFD 2022-2027 strategic plan.
- 5) Facilitate presentations to the public (including but not limited to town halls), as needed.
- 6) Provide professional development presentations to officers, rank and file, support staff, etc., as needed.
- 7) Provide Chief Fire Officer level administrative support to the Board and Fire Chief, as needed.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

1. Compensation during the contract period shall not to exceed fourteen thousand five hundred dollars and no cents (\$14,500.00)
2. Fees for work performed by Consultant on an hourly basis shall not exceed one hundred and forty-five dollars (\$145/hr).

EXHIBIT C**INDEMNIFICATION**

Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, elected 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 Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of District.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Consultant 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 Consultant 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 Consultant accepts or rejects the tender of defense, whichever occurs first.

RODEO-HERCULES FIRE PROTECTION DISTRICT
FIRST AMENDMENT TO AGREEMENT
WITH M.E.D. ENTERPRISES

THIS FIRST AMENDMENT to the AGREEMENT with the Effective Date of April 1, 2024 (“First Amendment”) is made this ____ day of _____, 2024 by and between the Rodeo Hercules Fire Protection District, hereinafter called “District” and M.E.D. Enterprises, Inc. hereinafter called “Consultant” or “M.E.D.” (hereinafter collectively called “Parties”).

WHEREAS, the District and Consultant entered into a Consulting Services Agreement on the 1st of April, 2024 (the “Agreement”) to provide services related to fire district analysis and options for protecting service levels, including the scope of work as outlined in the Agreement; and

WHEREAS, the District and Consultant now desire to enter into this First Amendment to amend the total compensation provided for under the Agreement.

NOW, THEREFORE, the District and Consultant, for the consideration and under the conditions hereinafter set forth, agree as follows:

SECTION 1. Section 2 “Compensation” of the Agreement is amended to add an additional \$10,000 for a new total “Not To Exceed” in the amount of \$24,500.

SECTION 2. Except as modified and amended by this First Amendment to the Agreement, all other provisions of the Agreement shall remain unchanged and in full force and effect.

This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

Rodeo-Hercules Fire Protection District

M.E.D. Enterprises, Inc.

Rebecca Ramirez
Fire Chief

Michael Despain

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE PROTECTION DISTRICT APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DISTRICT AND M.E.D. ENTERPRISES, INC.

WHEREAS, the District entered into a consulting services agreement with M.E.D. Enterprises Inc, on April 1, 2024, for fire district analysis and options for protecting service levels, including the scope of work as outlined in the agreement in exchange for total compensation of “not to Exceed” \$14,500; and

WHEREAS, the District would like to amend the Agreement to increase the compensation for the Consultant’s scope of work under the current Agreement.

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

1. That the consulting services agreement (“Agreement”) with M.E.D. Enterprises Inc. to provide fire district analysis and options for protecting service levels as described in the scope of work shall be amended to increase the maximum amount of compensation, an additional \$10,000 for a new total maximum amount of compensation of \$24,500.
2. The District Board of Directors hereby authorizes the Interim Fire Chief to execute the First Amendment attached hereto as Exhibit A, and to take any and all actions necessary to carry out the purpose and intent of this resolution.

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 10th day of July 2024, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

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: July 10, 2024

SUBJECT: Resolution No. 2024-16: Memorandum of Understanding Between RHFD and IAFF Local 1230

BACKGROUND

The International Association of Firefighters, Local 1230 (“IAFF 1230”) is a recognized employee organization that represents members of the United Professional Firefighters of Contra Costa County, including the 18 represented members of the Rodeo-Hercules Fire Protection District who play an integral role in providing reliable emergency, rescue, and fire services to the residents and businesses within District boundaries. On June 30, 2024, the District’s previous Memorandum of Understanding (MOU) with IAFF Local 1230 Firefighters expired. On February 14, 2024, after receiving direction and authority from the Board of Directors, the District’s labor negotiations team, consisting of Gregory Ramirez of IEDA and Fire Chief Rebecca Ramirez, contacted Local 1230 and began negotiations for a successor agreement MOU. The team returned to Closed Session on June 12, 2024, and reported to the Board that there was a signed total tentative agreement between the parties.

Shown in Attachment 1 is the proposed successor MOU that implements the terms outlined in the Total Tentative Agreement effective upon ratification by the Board of Directors. The proposed successor MOU with Local 1230 is for a term of 12 months beginning July 1, 2024, and ending on June 30, 2025.

FISCAL IMPACT

The proposed MOU represents a 5% increase in salary for the represented employees. No budget amendment is necessary to cover the costs associated with the negotiated terms of the new MOU, as a potential increase was previously factored into the Preliminary Budget adopted in June 2024.

RECOMMENDATION

Staff recommends the Board Adopt the Resolution 2024-16 for Memorandum of Understanding with IAFF Local 1230 Firefighters for a term of 12 months from July 1, 2024, to June 30, 2025.

ATTACHMENTS

1. Memorandum of Understanding Local 1230
2. Resolution 2024-16

MEMORANDUM OF UNDERSTANDING

BETWEEN

RODEO-HERCULES
FIRE PROTECTION DISTRICT

AND

UNITED PROFESSIONAL FIRE FIGHTERS,
I.A.F.F., LOCAL 1230

July 1, 2024 through June 30, 2025

MOU - RHFPD-IAFF L1230
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**MEMORANDUM OF UNDERSTANDING BETWEEN
RODEO-HERCULES FIRE PROTECTION DISTRICT AND
UNITED PROFESSIONAL FIRE FIGHTERS, I.A.F.F. LOCAL 1230**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Director's Resolution 6-01 and has been jointly prepared by the parties.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Fire Suppression Unit and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

This Memorandum of Understanding shall be presented to the Rodeo-Hercules Fire Protection District's Board of Directors as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period beginning July 1, 2024 and ending June 30, 2025.

In the event provisions of this Memorandum of Understanding contradict any resolution, administrative bulletin or personnel rules of the District, the terms of this Memorandum of Understanding shall prevail.

DEFINITIONS:

- A. **Appointing Authority:** Fire Chief/Administrator unless otherwise provided by statute or ordinance.
- B. **Class:** a group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- C. **Class Title:** the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. **Demotion:** the change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied or as otherwise provided for in this Memorandum of Understanding or in the Personnel Policy Manual.
- E. **District:** Rodeo-Hercules Fire Protection District.
- F. **Eligible:** any person whose name is on an employment or reemployment or layoff list for a given class.
- G. **Employee:** a person who is an incumbent of a position or who is on leave of absence in accordance within the provisions of this Memorandum of Understanding or applicable statute or authority and whose position is held pending the employee's return.
- H. **Employment List:** a list of persons, who have been found qualified for employment in a specific class.
- I. **Fire Chief/Administrator:**
Fire Chief/Administrator, or Fire Chief/Administrator as used in this Memorandum of Understanding shall mean the Fire Chief/Administrator or his/her designee.

- J. Layoff List: a list of persons who have occupied positions allocated to a class and who have been involuntarily separated by layoff or displacement or have voluntarily demoted in lieu of layoff.
- K. Personnel: the same as employee.
- L. Promotion: the change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.
- M. Position: the assigned duties and responsibilities calling for the regular full- time employment of a person.
- N. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- O. Reemployment List: a list of persons, who have occupied positions allocated to any class and who have voluntarily separated and are qualified for consideration for reappointment.
- P. Regular Status Employee: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- Q. Resignation: the voluntary termination of permanent employment with the District.
- R. Shift Employee: any employee working twenty-four **(24)** hour duty shifts.
- S. Temporary Employment: any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- T. Union: International Association of Fire Fighters, Local 1230, and A.F.L.- C.I.O.

SECTION 1 - RECOGNITION

1.1 Union Recognition.

The Union is the formally recognized employee organization for the Fire Suppression Unit and such organization has been certified as such by the Board of Directors pursuant to the May 12, 1993, Board of Directors Minutes.

1.2 Union Membership

The Local is solely responsible for distributing to and collecting from employees, the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Local and not to the District. The Local is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the District unless a dispute arises about the existence or terms of the authorization. Questions regarding Local membership, dues amounts, and payroll deductions must be directed to the Local and not the District.

The Local will provide to the District an updated, certified dues deduction list of bargaining unit

members on an annual basis, of those employees who have provided written authorization for regular dues deductions. The District will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Local will immediately notify the District of any change to an employee's dues deduction authorization, and will provide the District within five (5) business days of the Local being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the District. The District shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Local with deduction authorization forms is submitted to the District in sufficient time to permit normal processing of the change or deduction. The District will transmit the balance of funds to the Local without delay.

The Local agrees to indemnify, defend and hold harmless the District against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Local's representations and certifications regarding employee dues deduction authorizations.

SECTION 2 - UNION SECURITY

2.1 Communicating With Employees.

The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed relate to official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief/Administrator reserves the right to remove objectionable materials. Any material removed will be forwarded to the Union representative.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a union Officer on a matter within the scope or representation
- E. for other purposes consistent with Government Code Section 3503

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the Fire Chief/Administrator or designee(s) and the visit will not interfere with the District services.

2.2 Use of District Buildings.

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during when:

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District; and
- C. it does not interfere with normal District operations.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.3 List of Employees with Dues Deduction.

The County shall provide the Union with a monthly list of employees who are paying dues to the Union.

2.4 Written Statement for New Employees.

The District will provide the employee with a packet of information, which has been supplied by the Union and approved by the District.

2.5 Union Representative's Access to New Employees.

A representative(s) from the Union will be afforded access on duty to new hires within seven (7) working days.

SECTION 3 - NO DISCRIMINATION

3.1 No Discrimination.

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, age or union activities against any employee or applicant for employment by the District or by anyone employed by the District. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

3.2 Attendance of Meetings.

Employees designated as official representatives of the Union shall be allowed to attend meet and confer sessions held by Rodeo-Hercules agencies during regular working hours on District time in accordance with Government Code Section 3503 and 3505.3.

3.3 Union Representative.

Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief/Administrator or other management representatives on matters within the scope of representation.

SECTION 4 - SALARIES

4.1 General Wage:

- A. Effective July 1, 2024, base wages for the classifications of Captain Paramedic, Captain, Engineer Paramedic, Engineer, Firefighter Paramedic, and Firefighter shall be increased by five percent (5%) and the following Salary Schedule A will be in effect:

Salary Schedule A

RANK	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Captain Paramedic	\$11,817.04	\$12,407.89	\$13,026.75	\$13,678.73	\$14,363.81	-
Captain	\$10,742.76	\$11,279.90	\$11,842.51	\$12,435.21	\$13,058.01	-
Engineer Paramedic	\$10,451.96	\$10,972.78	\$11,554.71	\$12,097.19	\$12,702.04	-
Engineer	\$9,501.79	\$9,975.25	\$10,504.29	\$10,997.44	\$11,547.31	-
Firefighter Paramedic	\$7,839.22	\$8,780.48	\$9,482.92	\$10,068.99	\$10,773.82	\$11,527.98
Firefighter	\$7,126.56	\$7,982.26	\$8,620.84	\$9,153.63	\$9,794.38	\$10,479.98

4.2 Longevity Pay.

Effective July 1, 2022, employees are eligible for two and one-half percent (2.5%) Longevity Pay after completion of ten (10) years of continuous service to the District.

Effective July 1, 2022, employees are eligible for three and one-half percent (3.5%) Longevity Pay after completion of fifteen (15) years of continuous service to the District.

Effective October 1, 2009, employees are eligible for five percent (5.0%) Longevity Pay after completion of twenty-five (25) years of continuous service to the District.

Longevity Pay shall begin on the first of the month, after completing the number of years of continuous years of service with the District specified above. The Longevity Pay benefit at each service interval is not cumulative. The maximum Longevity Pay benefit is five percent (5%).

Upon separation from the District, Longevity Pay shall be included in the calculation of termination pay.

If the District enhances the current retirement benefit, the Longevity Pay benefit may be negotiated as a part of the retirement enhancement.

4.3 Entrance Salary.

New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the Fire Chief/Administrator may fill a particular position at a step above the minimum of the range.

4.4 Anniversary Dates.

Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after appointment to regular status.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 4.4.A above.
- C. Transfer and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- D. Reemployment. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period. The reemployment list shall include all employees by their anniversary date. There shall be no protected class.

4.5 Increments Within Range.

The performance of each employee shall be reviewed on January 1 each year to determine whether the salary of the employee shall be advanced to the next higher step in the salary range.

Advancement shall be granted on the employee's anniversary date as set forth in Section 4.4 and on the affirmative recommendation of the Fire Chief/Administrator, based on satisfactory performance by the employee.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case the Fire Chief/Administrator recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall become the date for the employees next salary review, and each salary review from then on.

4.6 Salary on Promotion.

Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is at least five (5.0%) higher than the rate received before the promotion.

4.7 Salary on Involuntary Demotion.

No employee shall be demoted except for just cause. Any employee who is demoted shall have his/her salary reduced to the monthly salary step in the range for the class of position to which the employee has been demoted next lower than the salary received before demotion.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

4.8 Payment.

On the tenth (10th) day of each month, the Contra Costa County's Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due to the employee for the preceding month; provided, however, that each employee may choose to receive an advance on the employee's monthly salary, in which case the Contra Costa County's Auditor shall, on the twenty-fifth (25th) day of each month, draw a warrant upon the Treasury in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Contra Costa County's Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked. In the case of an election made pursuant to this Section 4.8 all required or requested deductions

from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

4.9 Pay Warrants.

Every effort will be made by the District to have employee pay warrants delivered to a work place designated by the District by 8:00 am on the 10th and 25th of each month. Should the 10th or 25th of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered on the preceding workday.

4.10 Paramedic Classification

Qualifying employees hired after October 1, 2011 or current employees who become paramedics after October 1, 2011, shall be placed in the Paramedic classification applicable to their current classification effective the first of the month following the District's receipt of the appropriate documentation from the employee.

The District's paramedic staffing shall be as follows:

- Minimum-9 paramedics

4.11 Minimum Staffing

District staffing shall consist of a Captain, Engineer and Firefighter (3.0 staffing), with at least one individual being a Paramedic. 3.0 staffing shall apply to all 24/7 ALS operations.

Minimum staffing may be accommodated by qualified Engineers ability to act up to Captain and qualified Firefighters ability to act up as Engineers.

SECTION 5 – OVERTIME5.1 Overtime.

The workday of the Firefighter, Engineer, and Fire Captain shall consist of a twenty-four (24) hour duty shift commencing and ending at 8:00 A.M.

Effective February 2010, the District will implement the work schedule commonly known as the 48/96 work schedule.

The work schedule shall consist of two (2) twenty-four (24) hour on-duty shifts within six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on duty period
 0 = 24 hour off-duty period

XX0000XX0000XX0000XX0000

The Fair Labor Standards Act (FLSA) cycle shall be a twenty-four (24) day cycle.

Effective no later than February 1, 2010, no employee shall be allowed to work in excess of 120 consecutive hours. The next period of work or shift shall not begin until the employee has had a minimum of 24 hours off duty. Exception to the maximum consecutive hours worked may be made by the Fire Chief or his/her designee if one of the following occurs:

- Emergency activities require extended schedules
- Hold over for travel time
- Strike team assignment
- Other special or unique circumstances as determined by the Chief

All employees shall receive overtime compensation for all hours worked in excess of the employee's normal schedule hours in a work cycle. All overtime shall be on an hour-for-hour basis. All overtime is to be paid at the rate of time and one-half (1-1/2x) of the base hourly rate.

5.2 Compensating Time Off.

Compensating Time Off (CTO) may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with applicable State and Federal Laws, and at the discretion of the Fire Chief/Administrator.

Compensating Time Off (CTO) will be accrued in accordance with the following:

- A. All CTO requests must be in writing and approved, if possible, prior to the employee performing any qualifying assignment.
- B. CTO may be accrued to a maximum of seventy-two (72) hours.
- C. Requests for CTO shall be in accordance with the RHFPD's VACATION GUIDELINES.
- D. CTO can be taken only in four (4) hour increments or more.
- E. CTO shall be accrued at a rate of time and one-half (1-1/2) the employee's base regular rate of pay.
- F. Up to twelve (12) hours of an employee's accumulated CTO maybe cashed out during June and/or December of each year. All requests submitted under this section must be received in writing thirty (30) days in advance.

5.3 Strike Team Overtime Payment.

When employees respond on a Strike Team, any hours accumulated will be payable on the

next employee's regularly scheduled pay period.

5.4 FLSA Overtime Pay.

Effective January 1, 2010, all FLSA overtime shall be paid monthly.

SECTION 6 – LAYOFF NOTIFICATION

When it appears to the Fire Chief/Administrator that the Board of Directors may take action which will result in the layoff of employees the Fire Chief/Administrator shall meet and confer with it regarding the impact of the action.

- A. In addition, the District agrees to give employees a minimum of thirty (30) calendar days' notice of layoff except in case of emergency.
- C. Layoffs, when necessary, shall be effected in accordance with the established seniority list. Seniority shall be based on date of hire as a full-time employee of the district.
- D. Laid-off employees who are recalled within one (1) year from date of layoff, will retain the seniority and benefits to which they were entitled at the time of layoff.
- E. Affected employees shall be afforded any and all benefits and/or protection as prescribed by local, state, and federal laws regulations governing such matters.
- F. Retirement benefits for laid off employees shall be as outlined in the Contra Costa County Employee Retirement Plan.

SECTION 7 – HOLIDAYS

The District(s) will observe the following holidays:

January 1 st	New Year's Day
Third Monday in January	Dr. Martin Luther King Jr. Day
February 12	Lincoln's Day
Third Monday in February	Presidents Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday	after Thanksgiving Day
December 25	Christmas Day

Such other days as the Board of Directors may by resolution designate as holidays.

- A. Shift employees (56 hours per week) shall continue to receive, in lieu of celebrating a holiday, twelve (12) hours of overtime (time and one-half) credit for each holiday listed in Section (A) above.

- B. Holiday Pay. Effective January 1, 2010, Holiday Pay shall be paid monthly.

SECTION 8 -VACATION LEAVE

8.1 Vacation Leave Accrual

The monthly rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

Beginning of	Completion of	Accrual rate	Vacation Accrual Cap	Accrual Period Months
Date of Hire	3 rd year	12 hours	288 hours	0-36
4 th year	9 th year	16 hours	384 hours	37 -108
10 th year	19 th year	21 hours	504 hours	109 – 228
20 th year	24 th year	25 hours	600 hours	229 – 288
25 th year	29 th year	30 hours	720 hours	289 – 348
30 th year		35 hours	840 hours	349+

Increase in vacation time accrual shall not commence until after the employee’s anniversary date and those dates as listed on the vacation accrual schedule.

8.2 Vacation Buy Back

During June and December of each year, an employee, at his/her option, may sell one shift of his/her accrued vacation to the District at the employee’s current rate of pay.

SECTION 9 – LEAVES

9.1 Sick Leave

Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twenty- four (24) hours per month. Twenty-four (24) hour shift personnel, hired after October 1, 2013, shall accrue sick leave at the rate of twelve (12) hours per month.

- A. The District shall comply with the 1993 Family and Medical Leave Act and with all state and federal laws relating to pregnancy disability.
- B. Application for such leave must be made by the employee to the Fire Chief/Administrator accompanied by a written statement of disability from the employee’s attending physician. The statement must address itself to the employee’s general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate. The District retains the right to a medical review of all requests for such leave.
- C. If an employee does not apply for leave and the Fire Chief/Administrator believes that the employee is not able to properly perform work or that the employee’s general health is impaired due to disability caused or contributed to by pregnancy miscarriage, abortion, childbirth or recovery therefrom, the employee may be required to undergo a physical examination by a physician selected by the District, the cost of such examination to be borne by the District. Should the medical report so recommend, a

mandatory leave shall be imposed upon the employee for the duration of the disability.

- D. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the District with a written statement from the employee's attending physician stating that the disability continues and the projected date of the employee's recovery from such disability.

9.2 Paternity Leave

A maximum of five (5) twenty-four (24) hour shifts charged to accumulated sick leave may be granted to an employee whose spouse is disabled due to pregnancy.

9.3 Military Leave.

Military leave of absence shall be granted in accordance with State Law and Federal Law.

9.4 Bereavement/Funeral Leave.

Bereavement or funeral leave may be granted in the event of a serious illness, death of a member of the employee's immediate family. Up to three (3) twenty- four (24) hour shifts may be granted to a fifty-six (56) hour workweek employee. Bereavement/Funeral leave may be extended at the discretion of the Fire Chief/Administrator.

One (1) twenty-four (24) hour shift may be granted to a fifty-six (56) hour workweek employee in the event of a serious illness or death of an employee's grandparent, grandchild, father-in-law or mother-in-law.

Definitions. For leaves of absence under this Section, the following definitions apply:

- A. Child: A biological, adopted, stepchild, and legal ward.
- B. Parent: A biological, or adoptive parent, a stepparent, legal guardian, and conservator.
- C. Immediate Family: Shall be restricted to the spouse, child, parent, brother, sister, or stepbrother, stepsister, legal guardian.

SECTION 10- LEAVE OF ABSENCE

10.1 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

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

11.1 Health Insurance/Optical.

Effective January 1, 2010, the District will join CalPERS for medical coverage. The District contribution for medical coverage shall be equal to the appropriate Kaiser rate (basic premium rates – Bay Area) for which the employee is eligible. The District shall comply with all CalPERS rules and regulations for medical insurance coverage.

11.2 Retirement Medical.

Effective January 1, 2010, the District shall provide retiree medical coverage through CalPERS. The District contribution for a retiree shall be equal to the appropriate Kaiser rate (basic premium rates – Bay Area Region) for which the retiree (including the enrollment of family members) is eligible. The District shall comply with all CalPERS rules and regulations for retiree medical insurance coverage.

The District shall contribute to the full cost of the VSP Choice Plan, Plan C, and the employee shall be responsible for any co-pays (\$10 for exams, \$20 lenses, \$130 allowance towards frames) relating to the individual use of Plan C.

Eligibility for retiree medical shall be in accordance with District Personnel Bulletin No. 34 Retiree Medical Policy.

Effective October 1, 2011, each employee shall pay 3.75% of salary towards the District's Other POST Employment Benefits (OPEB). The employee's contribution shall remain the equivalent of 3.75% based on the October 1, 2011 salary schedule unless the terms of future salary increases include an additional employee contribution.

11.3 Additional Spouse Medical.

The District shall provide at its expense medical insurance for the employee's current spouse and dependents for eighteen (18) months if an employee should die on or off duty. If a surviving spouse remarries, the District is no longer responsible for coverage.

11.4 Co-pay Reimbursement Pool.

Effective January 2010, the District shall establish a co-pay reimbursement pool. The District shall contribute \$5,000 to the pool during January 2010.

Representatives for Local 1230 shall meet with the District to determine the method and amounts to reimburse employees for dependents(s) and their own medical co-pay expenses.

Effective January 2011, the District shall contribute \$2,500 to the co-pay reimbursement pool.

Effective January 2012, the District shall contribute \$2,500 to the co-pay reimbursement pool.

Effective January 2013, the District shall contribute \$2,500 to the co-pay reimbursement pool.

11.5 Dental Insurance.

The District will continue to pay 100% of the premium for the employee and their dependents. The District shall meet and confer with Local 1230 regarding the impacts of changing the dental insurance provider, if the provider is modified during the term of this MOU.

11.6 Life Insurance.

The District shall continue to provide life insurance in accordance with the benefit levels specified in Appendix A. The District will pay 100% of the premium for the employee only. Retired employees may participate in the life insurance program at their own expense. Additional term life insurance is available at the employee's expense.

11.7 Disability Insurance:

The District will provide employees with a Long-Term Disability (LTD) Insurance benefit, which provides two-thirds (2/3) of an employee's monthly salary. Benefit shall not commence until an employee services a qualifying period of ninety (90) days, in accordance with the District's LTD insurance carrier.

11.8 Salary Payments During Compensable Temporary Disability Absence.

A permanent employee with full paid status shall continue to receive his/her full regular salary during any period of compensable temporary disability absence in accordance with the following:

- A. Compensable temporary disability absence for the purpose of this section is any absence due to a work connected disability which qualified for temporary disability compensation under the Workman's Compensation Law set forth in Division IV of the California Labor Code, provided that when any disability becomes permanent, the salary as provided herein shall terminate.

- B. The employee shall return to the Fire District all temporary disability payments received by him/her from the State Compensation Insurance Fund, or any other company or firm that may pay disability claims for a policy held and premiums paid for by the District.

(EXCEPTION: Employees may retain such payments from companies holding policies with premiums being paid by the District for the sole purpose and understanding that such retention of payments is the result of a bargained for benefit mutually agreed upon by the Union and the District.)

- C. No charge shall be made against sick leave or vacation time for such salary payments.
- D. The maximum period for the described salary continuation is one year from the date of the incurred temporary disability.
- E. Any request for temporary disability absence shall be supported by a doctor's report.
- F. A doctor's release is required prior to the employee returning to work.

SECTION 12- PROBATIONARY PERIOD

12.1 Duration.

As of March 1, 2022, all appointments from official employment lists for original entrance shall be subject to a probationary period of twelve (12) months unless otherwise noted below.

All newly promoted employees shall be subject to District Bulletin 4, (E) Probationary Period, Section 1-6.

12.2 Regular Appointment.

The regular appointment of a probationary employee shall begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which the employee had been promoted or transferred from an eligible list, may be restored to a position in the District from which the employee was promoted or transferred at the discretion of the Fire Chief/Administrator.

12.3 Extension.

The probation period may be extended for up to six (6) months with the approval of the Fire Chief/Administrator. Under no circumstances may an employee's probationary period be extended for more than six (6) months.

12.4 Layoff During Probation.

An employee who is laid off during probation, if reemployed in the same class by the District, shall be required to complete only the balance of the required probation.

SECTION 13 - PROMOTIONPromotion.

Promotion shall be by competitive examination unless otherwise provided in this Memorandum of Understanding. In July 2022, the parties agreed to modify the job specification and applicable policies to reflect the experience required for the position of Engineer will be reduced from four (4) years to two (2) years.

13.1 Promotion via Reclassification Without Examination.

Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent must meet the minimum education and experience requirements for the higher class.
- C. The incumbent of the position must have performed at the higher level for one (1) year.
- D. The action must have approval of the Board of Directors.
- E. The District agrees to meet and confer with representatives from Local 1230 on the establishment of a new bargaining unit classification to establish the salary minimum qualifications and the appropriate examination process.

13.2 Requirements for Promotional Standing.

In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the fire district and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the fire district, except by layoff, the employee's name shall be removed from the promotional list.

13.3 Promotional Testing

- A. A promotional testing shall commence during the third week in January every other year. The promotion list developed from the examination process shall be valid from March 1 to March 1 of the next promotional testing year. Promotional testing may be rescheduled whenever necessary in the event of an unforeseen circumstance.
- B. In the event that the promotion list should have fewer than one (1) name or otherwise becomes exhausted within the valid period, a new promotional examination will be conducted to create a current eligibility list.
- C. The promotion examination shall be posted at least sixty (60) days prior to the test date. Interested qualified candidates shall have the required resumes, memos, applications, and other supporting materials submitted to the Fire Chief/Administrator no later than thirty (30) days prior to the test day.
- D. The top three (3) candidates on the list shall be considered for the final interview for any one position available.

13.4 Provisional Assignments

Employees assigned to a higher classification for less than three (3) months shall be paid a five percent (5%) differential. Employees assigned to a higher class for more than three (3) months shall be paid an eight percent (8%) differential. Incumbents in a provisional assignment for more than a year will be promoted to the higher classification if the incumbent meets the minimum qualifications of the higher classification and all required and applicable testing has been passed by the incumbent.

SECTION 14 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be given to the Fire Chief/Administrator and shall indicate the effective date and reason of termination. Oral resignation shall be immediately confirmed by the Fire Chief/Administrator in writing to the employee and shall indicate the effective date of termination.

14.1 Resignation in Good Standing.

A resignation giving the Fire Chief/Administrator written notice at least thirty (30) days in advance of the last date of service is a resignation in good standing.

14.2 Effective Resignation.

A resignation is effective when delivered or spoken to the Fire Chief/Administrator, operative on the date specified.

14.3 Revocation.

A resignation that is effective is revocable only by written concurrence of the employee and the Fire Chief/Administrator.

14.4 Reinstatement.

With the recommendation of the Fire Chief/Administrator and approval of the Board, an employee may be reinstated within two (2) years of the effective date of their resignation in good standing to a vacant position in the same or comparable class as long as they meet the minimum requirements. Any employee reinstated under this provision shall be treated as a new hire, unless rehired within ninety (90) days.

14.5 Coerced Resignations

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Fire Chief/Administrator and a copy on the appointing authority.
- B. Reinstatement. If the employee believed that the resignation was coerced it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority.
- C. Disputes about this Section are subject to the grievance procedure.

SECTION 15- DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY15.1 Authority.

The Fire Chief/Administrator may dismiss, suspend, demote, or reduction in salary any employee for cause subject to challenge through this Section. The following are sufficient causes for disciplinary action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

1. Fraud in securing appointment.
2. Incompetency, inefficiency, inexcusable neglect of duties or failure to perform duties.
3. Insubordination.
4. Dishonesty.
5. Consumption of alcoholic beverage while on duty.
6. Addiction to or excessive use of narcotics or habit-forming drugs.
7. Absence without leave.
8. Violation of District or Department rules and procedures.
9. Misuse of District property or funds.
10. Negligence or willful misconduct resulting in damage to public property or waste of public supplies.
11. Failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
12. Discourteous or non-cooperative treatment of the public or other District personnel.
13. Acceptance of gifts or gratuities for the performance of services, functions and duties for which retained by the District.
14. Conviction of a misdemeanor involving moral turpitude, or any felony.
15. Engaging in any employment, activity, or enterprise, which is inconsistent, incompatible, in conflict with performance of services, functions and duties for which retained by the District, as described in Section IX-8 of the Policies and Procedures Manual.
16. Any other conduct which casts discredit upon the District.

15.2 Skelly Requirements.

Before taking a disciplinary action to dismiss, suspend, reduction in salary or demote an employee, the Fire Chief/Administrator shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds and all documents and materials upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.

- E. A statement that the employee has ten (10) calendar days to respond to the Fire Chief/Administrator either orally or in writing.

Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have ten (10) calendar days to respond to the Fire Chief/Administrator either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the Fire Chief/Administrator may extend in writing the period to respond.

Leave Pending Employee Response.

Pending response to a Notice of Proposed Action within the first ten (10) days or extension thereof, the Fire Chief/Administrator for cause specified in writing may place the employee on temporary leave of absence with pay.

15.3 Procedure on Dismissal, Suspension, Salary Reduction or Disciplinary Demotion

- A. In any disciplinary action to dismiss, suspend, reduce salary or demote an employee having permanent status, after having complied with the Skelly requirements where applicable, the Fire Chief/Administrator shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, reduce salary or demotion will either be delivered personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, and reduction in salary or demotion through the procedures of Section 15.5 of this Memorandum of Understanding provided that such appeal is filed in writing with the Secretary of the Board, via the Fire Chief/Administrator, within fifteen (15) calendar days after service of said order.

15.4 Disciplinary Appeal Process.

An appeal with the Secretary of the Board shall be presented to the Board of Directors at its next regular meeting following such filing. The Board of Directors may, at its discretion, appoint an Administrative Hearing Officer to conduct the hearing. Such hearings shall be conducted in accordance with applicable government Code provisions. If the Board determines that the appeal shall be heard by a Hearing Officer, it shall set the matter for hearing within thirty (30) days after the appeal has been presented to it. The Board hearing shall be conducted as prescribed below.

- A. The appellant shall receive written notice at least ten (10) days prior to the hearing. The notice shall include the date, time and place of the hearing.
- B. The hearing shall be conducted in closed session, unless the employee requests, in writing, a public hearing.
- C. No later than fifteen (15) calendar days following the conclusion of the hearing, the Board or Hearing Officer shall make findings and render a decision.
- D. The Board's or Hearing Officer's findings and final decision shall be filed as a permanent record in the employee's personnel file. The Fire Chief/Administrator shall deliver a copy of the findings and decision to the employee and to the supervisor if

other than the Fire Chief/Administrator. The action of the Board or Hearing Officer shall be final and conclusive.

15.5 Firefighter Bill of Rights

The parties to the MOU recognize that all employees within the bargaining unit are subject to the protections and rights outlined in the Firefighter Bill of Rights, Government Code Section 3250 thru 3262.

SECTION 16 - GRIEVANCE PROCEDURE

The District recognizes the need for communication and resolution of employee problems or complaints in a fair manner. The District's policy is to review and resolve such grievances at the lowest possible administrative level. A grievance is considered any complaint by an employee involving an alleged violation of the Memorandum of Understanding. The procedures for resolving employee grievances which do not involve disciplinary actions are described below. Disciplinary procedures are outlined in Section 15.

16.1 Informal Discussion

Employee grievances should initially be brought to the attention of the employee's immediate supervisor. The supervisor and the employee should each attempt to resolve the grievance through an informal discussion of the relevant issues.

16.2 Supervisor Review

A. If the grievance is not resolved by informal discussion, the employee must prepare a grievance memorandum which provides all relevant facts concerning the grievance, including:

1. Policies involved.
2. Date of Occurrence.
3. Rules perceived to be violated.
4. Date of informal discussion with supervisor.
5. Result of informal discussion with supervisor.

B. The grievance memorandum must be signed by the employee and submitted to the employee's supervisor within fourteen (14) days of the alleged violation or the grievance shall not be considered valid. The supervisor must respond in writing to the employee within ten (10) working days of receipt of the memorandum, unless the employee filing the grievance agrees to extend this response period.

16.3 Fire Chief/Administrator Review

A. If the grievance is not resolved to the satisfaction of either the employee or the supervisor, the grievance memorandum and the supervisor's response to the grievance may be submitted by the employee or the supervisor to the

Fire Chief/Administrator for review. The Fire Chief/Administrator may meet with any or all of the parties involved in the grievance, and request any additional information or documentation required to render a fair and just decision. The Fire Chief/Administrator shall communicate his/her decision to the grievant and the grievant's supervisor within fifteen (15) working days of receipt of the grievance memorandum and the supervisor's response.

- B. A representative of the employee's bargaining agent shall represent any employee member of the bargaining unit at any time during the grievance process.

16.4 APPEALS.

- A. Should a resolution not be reached in accordance with Sections 16.2 and 16.3, the employee or the supervisor may:
 - 1. Appeal the matter to the Fire Chief/Administrator, who shall consider the grievance and respond within fifteen (15) working days of receipt of the appropriate grievance memorandum in accordance with Section 16.2 above.
 - 2. Should a resolution not be reached after the Fire Chief/Administrator's review and decision, an appeal may be taken to the Board of Directors, in writing within fifteen (15) days from the date of response from the Fire Chief/Administrator, stating the specific grounds therefor;
 - 3. If the parties are unable to reach a mutually satisfactory accord as a result of hearing by the Board of Directors, the grievance shall be submitted in writing within five (5) calendar days to the Fire Chief/Administrator requesting that the grievance be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Union presenting this grievance, and three (3) representatives of the District, no more than one (1) of whom shall be an employee of a District or a County employee or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within twenty (20) calendar days of receipt of a written request.
 - 4. Should a resolution not be reached after proceedings before the Adjustment Board, the District or the employee may request a mutually agreed upon independent Hearing Officer to hear the case within thirty (30) days from the date of response from the Adjustment

Board. The cost of said Hearing Officer shall be shared equally by the parties to the grievance, regardless of the outcome. The ruling from the Hearing Officer shall be final and binding upon all parties.

SECTION 17 -ACTING OFFICER COMPENSATION

When the Fire Chief/Administrator assigns an employee to an acting position the employee shall receive 5.0% of base salary for all hours worked. If the employee is in a long-term assignment, the employee shall receive 5.0% of base salary for all hours paid.

SECTION 18- RETIREMENT

18.1 Retirement Contribution.

Retirement benefits are provided through the Contra Costa County Employees' Retirement Association in accordance with all applicable regulations and statutory requirements.

Employees who are hired before December 31, 2012, shall receive the following retirement benefits:

- Retirement Formula commonly referred to as 2.0% @ 50
- Single Highest Year
- 3.0% COLA

New employees (defined as ineligible for reciprocity under existing agreements and California Government Code and Health and Safety Codes) who are hired on or after January 1, 2013, shall receive the retirement formula commonly referred to as 2.7% @ 57 or the retirement formula deemed appropriate by CCCERA. The employee contributions shall be those established by AB 340 or AB197.

18.2 Employee Share

Employees shall be responsible to make their entire employee retirement contribution.

SECTION 19 - SAFETY

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations.

SECTION 20 - MILEAGE

Mileage reimbursement for the use of personal vehicles on District business shall be in accordance with the rate set by the IRS.

SECTION 21 - UNIFORM ALLOWANCE

The monthly uniform allowance for all employees shall be Fifty-five Dollars (\$55.00) per month. Uniform allowance shall be paid on a monthly basis.

SECTION 22 - EMT Incentive

Effective upon Adoption of this agreement, all employees shall maintain at a minimum certification as an EMT-1. The EMT-1 incentive of two percent (2%) per month shall be rolled into base pay.

SECTION 23 - EDUCATIONAL REIMBURSEMENT

The District will reimburse employees for cost incurred for tuition and books for pre-approved classes, seminars, or workshops regarding fire service or EMS.

SECTION 24 - NO STRIKE

During the term of this Memorandum of Understanding, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sick-out against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises

the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

SECTION 25 - ADOPTION

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Directors. Resolutions, where necessary, shall be prepared and adopted in order to implement these provisions.

SECTION 26 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

26.1 Scope of Agreement.

Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters which were presented during the meet and confer process.

26.2 Separability of Provisions.

Should any section, clause or provision of this Memorandum of Understanding be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

26.3 Duration of Agreement.

This Agreement shall continue in full force and effect from July 1, 2024 to and including June 30, 2025. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

SECTION 27 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices within the scope of representation not specifically authorized by ordinance or by resolution of the Board is not guaranteed by this Memorandum of Understanding. The parties recognize however, that certain practices exist by virtue of having been acknowledged and accepted by the Fire Chief/Administrator and representatives of the Union on specific policies covering groups of employees. Any disagreement as to whether such alleged practice within the scope of representation meets the criteria set forth above shall be subject to the grievance procedure.

[Signatures on next page]

SIGNATURES

In witness whereof, the parties hereto have set their hands this _____ day of _____ 2024.

For the District:

For the Union:

Rebecca Ramirez, Interim Fire Chief

Vince Wells, President

Gregory Ramirez, IEDA

John Bischoff, Bargaining Team Member

Anthony Stephens, Bargaining Team Member

**Side Letter of Agreement
"Firefighter-Paramedic"
Between
Rodeo-Hercules Fire Protection District And
United Professional Fire Fighters IAFF, Local 1230**

Representatives for the Rodeo-Hercules Fire Protection District and representatives for IAFF Local 1230 have met and conferred in accordance with Government Code Section 3500 et. al., and have agreed upon the following Firefighter-Paramedic procedure.

FIREFIGHTER-PARAMEDIC CLASSIFICATION

- I. Incumbent firefighters who become paramedics
 - a. Any incumbent Firefighter, who becomes a Paramedic, shall move into the Firefighter- Paramedic classification. Said employee shall serve a minimum time commitment of three years.
 - b. Any incumbent Firefighter, who becomes a Firefighter-Paramedic, desiring to withdraw from the paramedic program after his/her commitment is fulfilled, shall give the district 90 days notice of their intent to withdraw and voluntarily demote to their previously held classification, without prejudice.
 - c. Any Incumbent employee, who becomes a Firefighter-Paramedic, shall not be required to maintain licensure and accreditation as a condition of employment. Failure to maintain licensure/accreditation will result in demotion to the employee's previously held classification.
- II. Future Hires
 - a. All Paramedics hired after May 1, 2004 shall be hired into the Firefighter-Paramedic classification. Maintenance of state licensure and local accreditation shall be a condition of employment.
 - b. Firefighter-Paramedics hired after this date who promote, shall be required to maintain licensure/accreditation.
- III. Engineer and Captain paramedics
 - a. Any Firefighter-Paramedic who promotes to the rank of Engineer or Captain, and who has fulfilled their program obligation, may maintain or drop their District sponsorship to the paramedic program. The District requires 90 days notice from the employee.

INITIAL PARAMEDIC TRAINING

- I. The District shall have the right to choose which members are admitted to paramedic training.
- II. The District may utilize an aptitude screening examination. Failure to pass the screening exam will result in failure to be admitted to the class. Admission to paramedic training will be based on the following criteria:
 - a. Any suppression employee may be allowed into the screening exam, excepting those employees previously enrolled/accepted into District paramedic training.
 - b. Admission preference will be in the following order:
 - i. FF, then Engineer, then Captain
 - ii. Admission within each rank preference will be by descending scores.
 - iii. Scoring ties shall be broken by seniority within the District.
- III. The District shall provide expense reimbursement for tuition and required texts only. Supplies, supplemental, and reference materials will be the employee's responsibility.
- IV. An employee may be dismissed from paramedic training, for failure to successfully pass three critical course evaluations or components. Said evaluations and/or components are the sole discretion of the training program.
- V. Training program requirements are outside the scope of the District. As such, the District and employees must adhere to the established minimum requirements of the training program.

- VI. The District may deploy crews. in an on-duty status. for training purposes to meet District need. District assures that crews shall be configured to assure properly qualified positions (Capt/Eng/FF and/or qualified relief).
- VII. Incumbent Firefighters who successfully complete District sponsored paramedic training and become licensed and accredited will be required to transfer into the Firefighter-Paramedic classification and serve for a minimum of three (3) years. After such time. incumbent Firefighters who become Firefighter-Paramedics may voluntarily demote.
- VIII. Incumbent Engineers and Captains who successfully complete district sponsored paramedic training and become accredited will be required to participate in the program. receiving differential pay, for a minimum of three (3) years.

PARAMEDIC LICENSURE & ACCREDITATION

- I. Obtaining Accreditation
Employees hired as Firefighter-Paramedics will become county accredited within 60 days of employment. This may be extended, if necessary.
- II. Maintaining Licensure/Accreditation
Paramedics are responsible for providing the District with all necessary documentation to verify licensing, accreditation. and continuing education requirements are being met.
- III. Reimbursement
The District will reimburse only for the following:
 - State Licensing Fee (initial and re-license)
 - Department of Justice Background Fee
 - Facility charges (when pre-approved)
 - Local accreditation Fee (when applicable)
- IV. Loss of Licensure/Accreditation
Failure to provide documentation of written re-accreditation letter, from the County EMS Agency prior to license expiration. will result in an immediate suspension from paramedic duties. until such time as documentation can be submitted to the District. Said suspension may result in disciplinary action. Loss of paramedic licensure and/or loss of accreditation greater than 30 days will result in removal from the paramedic program.
- V. Paramedic Differential Pay
For Engineers and Captains who participate in paramedic training. payment of a 10% paramedic differential shall commence upon successful completion of the accreditation requirements of the Contra Costa County EMS Agency. This shall be documented by a written letter from the County EMS Medical Director.

PARAMEDIC CONTINUING EDUCATION

- I. Each paramedic is fully responsible for obtaining and maintaining the necessary education to remain licensed and accredited.
- II. This proposal identifies the amount of District support to be offered to paramedics for continuing education purposes.
 - a. Requests for reimbursement and/or compensation for CE classes shall be preauthorized by the Chief/Administrator or his designee. Requests shall be made in writing, in advance.
 - b. Specific courses mandated by either the State or County Medical director will, to the extent possible. be facilitated through the District.
- III. Off-Duty Continuing Education

- a. Whenever possible, CE should be obtained off duty.
- IV. On-Duty Continuing Education
 - a. Paramedics attending on day CE classes outside of the District, while on duty, shall obtain their own relief.
- V. Tuition Reimbursement
 - a. The District shall provide enrollment in, and/or tuition reimbursement for, classes mandated to maintain local accreditation.
 - b. In cases when the District offers enrollment in mandated classes, paramedics may be required to attend said sessions, in lieu of reimbursement for equivalent external classes (e.g. San Francisco Paramedic Association classes).
 - c. Tuition will be reimbursed upon submission of a valid CE certificate from a state authorized CE provider.
- VI. The District will provide each paramedic up to 24 hours per fiscal year to attend Continuing Education courses in order to maintain their paramedic certification.
- VII. Conferences
 - a. The District may send any paramedic to any educational or conference training if it serves the needs of the district. In such cases, District may assume all costs for tuition, reasonable travel, meals and lodging, in accordance with reimbursement standards.

**REMOVAL/REVOCATION FROM THE PARAMEDIC PROGRAM
WITHDRAWAL OF DISTRICT SPONSORSHIP**

- I. Any paramedic, regardless of rank, may be removed, temporarily or permanently from the paramedic program for the following reasons. These reasons are not all inclusive:
 - a. The inability to maintain state licensure and/or local accreditation.
 - b. For cause, as defined in section 1798.200 of the Health and Welfare Code.
 - c. For failure to successfully complete the written requirements of a clinical performance improvement plan as approved by the County EMS Medical Director.
 - d. If temporarily suspended by the medical director, pending the outcome of a state licensure investigation.
- II. Removal of District sponsorship from a paramedic who is an Engineer or Captain would eliminate an employee's eligibility for the 10% pay differential.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

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 10th day of July 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

Date: July 10, 2024

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

From: Vice-Chair Marie Bowman

Subject: Phillips 66 Ad Valorem Property Taxes and RHFD

The Phillips 66 refinery in Rodeo is a major factor in the landscape of risks within RHFD's sphere of influence. The Rodeo Renewed project will transform the P-66 site into one of the world's largest renewable fuel refineries, adding to RHFD's responsibilities. Given that ad valorem property taxes are a mainstay of funding for fire districts, and given that the P-66 refinery draws on RHFD services much more so than many other government services, one would expect that RHFD receives a significant portion of the ad valorem property taxes paid by P-66, but that would be mistaken.

As described in the 2016 MSG report, excerpt included below, in 1995 when LAFCO brought P-66 into RHFD's sphere of influence, virtually no money came with it to support of the District's services to P-66. Instead the P-66 ad valorem property tax has gone, and continues to go, to the County with almost nothing for RHFD. This is a blatantly unfair imposition of service requirements on RHFD that are not funded as they could be and should be. Additionally, RHFD could provide services to the community and P-66 that they are not currently able to offer.

Rodeo is a disadvantaged community that has expressed much concern regarding the possible hazards emitted from the P-66 plant, an evacuation route in the event of an emergency, preparation and preparedness in responding to any potential hazards in the production of biofuels, education on what to do in the event of an emergency, etc.

This item is brought before the Board for general discussion and possible action from the Board. If the Board is interested, the following options could be considered:

- Direct Chief to request the County Board of Supervisors to request a fair share of revenue be given to RHFD from the ad valorem property taxes paid by P-66.
- Direct General Counsel to request the County Board of Supervisors to request a fair share of revenue be given to RHFD from the ad valorem property taxes paid by P-66.
- Board send correspondence to County Board of Supervisors requesting a fair share of revenue be given to RHFD from the ad valorem property taxes paid by P-66.

Recommendation is to bring in RHFD's fair share of revenue from the ad valorem property taxes paid by P-66.

A second property tax constraint involves the ConocoPhillips oil refinery property annexed to the District in 1996. The District receives a share of the property taxes generated from the facility, but the County retained the base revenue at the time of the annexation and has only agreed to share a portion of the revenue generated above the 1996 levels. The refinery has also successfully sought to reduce its property tax assessed value, which reduces the District's revenues generated from

the site. At this time, the RHFPD receives some minor operational assistance from the refinery, but the costs of RHFPD service exceed the revenues it receives from the refinery.¹¹⁶ There is little likelihood that the County will re-negotiate a tax sharing arrangement more favorable to the District.

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: July 10, 2024

SUBJECT: Fire Station 75 Heating, Ventilation, and Air Condition replacement

BACKGROUND:

The heating, ventilation and air conditioning (HVAC) unit at station 75 no longer functions properly. The unit has been assessed by a qualified technician from Kel-Aire, Inc. who has serviced the unit for the past several years. The technician advised the approximately 28-year-old unit has a freon system that is not rechargeable due to current EPA regulations, making repair unfeasible. The unit has reached the end of its useful life and is recommended to be replaced. The significant heat presently occurring and expected to continue poses a health and safety issue for the firefighters and will not permit a delay resulting from a competitive solicitation for bids. As such, the replacement of the unit is requested to be treated as an emergency procurement.

FISCAL IMPACT

Staff secured a proposal from a properly licensed, insured, and professional vendor/contractor, Kel-Aire, Inc. (attachment 1) for one heating, ventilation, and air conditioning unit at station 75 with equipment and installation in the amount of \$17,980. To provide for any unexpected issues that may arise staff are requesting additional spending authority of \$3,000. The replacement of the unit was not forecasted nor included within the recently adopted preliminary budget so additional capital funds are being requested in a total amount of \$20,980.

RECOMMENDATION:

Staff respectfully requests the Board of Directors adopt the attached resolution (Attachment 2) making a finding under Cal. Pub. Cont. Code Sec. 22050 that the health and safety emergency to employees will not permit a delay resulting from a competitive solicitation for bids, and that action is necessary to respond to the emergency, and authorizing the Fire Chief to enter into contract for the repair and of one (1) heating, ventilation, and air conditioning unit at station 75 with Kel-Aire, Inc. under an emergency procurement using additional augmented capital funds not to exceed the amount of \$20,980 (\$17,890 as proposed with an additional authority of \$3,000).

Attachments:

1. Kel-Aire Proposal Station 75
2. Resolution No. 2024-17



-Proposal-

AGENDA ITEM 16 LIC. NO. 303947

- Heating
- Air Conditioning
- Energy Management

4 PARKER AVE. RODEO, CA 94572 1-888-KEL-AIRE

PROPOSAL SUBMITTED TO HERCULES/RODEO FIRE DEPT.	PHONE 510 799-4561	DATE 5/24/2024
STREET 1680 REFUGIO VALLEY ROAD.	JOB NAME RODEO FIRE DEPARTMENT	
CITY, STATE AND ZIP CODE HERCULES CA. 94547	JOB LOCATION 326 3RD. ST. RODEO CA. 94572	
CONTACT JON BISCHOFF	E-MAIL bischoff@rhfd.org	JOB PHONE SAME

NORTH SIDE ROOF TOP UNIT REPLACEMENT

1. REMOVE AND DISPOSE OF OLD ROOF TOP UNIT.
2. CLEAN AND SEAL SUPPLY AND RETURN PLENUMS WHILE EXPOSED.
3. INSTALL A CURB ADAPTER TO ACCOMMODATE NEW UNIT.
4. INSTALL A CARRIER HEAT/COOL UNIT M#48VLN360605-CA 3 TON COOL @ 13.4 SEER2, 60,000 BTU'S @ 80% AFUE.
5. CONNECT TO EXISTING THERMOSTAT AND CONDENSATE LINE.
6. INSTALL NEW GAS FLEX AND SAFETY SHUT OFF.
7. CONNECT TO EXISTING DISCONNECT WITH NEW ELECTRICAL WHIP.
8. INSTALL MANUAL OUTSIDE AIR DAMPER.
9. PERFORM SYSTEM START UP AND SAFETY CHECK.

GUARANTEE:

ONE YEAR PARTS AND LABOR IN FULL.
 FIVE YEARS ON COMPRESSOR BY MANUFACTURER

YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DATE AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: **CONTRACTOR'S STATE LICENSE BOARD, 1020 N STREET, SACRAMENTO, CALIFORNIA 94814. CONTRACTOR'S STATE LICENSE NO. 303947**

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

SEVENTEEN THOUSAND NINE HUNDRED EIGHTY DOLLARS \$17,980.00

Payment to be made as follows: **NET ON COMPLETION**

Finance charge is computed by a "periodic rate" of 1 1/2% per month (or a minimum charge of 50 cents for balances under \$50.00) which is an annual percentage rate of 18% applied to the previous balance without deducting current payments and/or credits appearing on this statement.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: this proposal may be withdrawn by us if not accepted within Click or tap here to enter text. days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

RESOLUTION 2024-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING EMERGENCY REPLACEMENT OF
HVAC UNIT AT STATION 75**

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to begin emergency replacement of the heating, ventilation and air conditioning (HVAC) unit at Station 75.

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 Kel-Aire, Inc., with an estimated amount of \$17,980 and includes one (1) HVAC unit at station 75. The Fire Chief also recommends an additional \$3,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or other unexpected costs associated with the HVAC replacement at Station 75.

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 Kel-Aire, Inc. to provide emergency replacement of the HVAC unit at Station 75 for a total price not to exceed \$17,890 and further approves and authorizes the Fire Chief an additional \$3,000 spending authority for overages including but not limited to permits, materials, change orders, or other unexpected costs associated with the HVAC replacement at Station 75 for a total projected maximum of \$20,980.

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 10th day of July 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 District
From: Rebecca Ramirez, Interim Fire Chief
Subject: Fire Chief's Report
Date: July 10, 2024

Labor Relations /Personnel

We welcome newly hired Firefighter EMTP, Rylan Poole, who began his one-month orientation on July 1. Recruitment is underway for new FF EMT/EMTP.

Reporting: Chief Ramirez

Operations

- 06/05: E75 and Q76 responded to Highway 4 and Franklin Canyon for a vehicle fire. On arrival, a separate grass fire in the center divide was found, caused by the vehicle fire.
- 6/10: E75, Q76, along with mutual and auto aid partners responded to a report of a structure fire. Upon arrival crews found a garage fire with the garage door shut and encountered heavy smoke with a report of one victim trapped in the garage. Crews declared "rescue mode" with an attack line and were able to successfully locate and remove the victim who suffered smoke inhalation and was treated and released at the scene. Auto aid resources consisted of ConFire (3 engines, 1 breathing support unit, 1 safety officer, arson investigator and 1 BC) Crockett; (1 engine and 1 BC) El Cerrito: (1 BC). Damage contained primarily to the garage.
- 6/10: Multiple units responded including E75, Q76 and automatic aid resources as an arsonist ignited three vegetation fires along interstate 80. Thanks to our auto aid resources from Crockett Fire and ConFire no structures were lost or damaged and no injuries reported.
- 06/10: E75, Q76 and automatic aid resources responded to a first alarm vegetation fire behind a residence in Rodeo. On arrival, Engine 75 found an exterior and grass fire, which was quickly brought under control.
- 6/12: Q76 and auto aid units responded to 80 at highway 4 for a dump truck fire. E73 ConFire arrived first and initiated fire attack. Q76 assisted. Mutual aid resources: 2 engines from ConFire and 1 BC from ConFire.
- 06/16: E75, Q76 and automatic aid resources responded to a first alarm structure fire on Third St. in Rodeo. Crews arrived and found an exterior fire which was quickly brought under control. A "good Samaritan" neighbor was transported for difficulty breathing for smoke inhalation as they tried to put the fire out prior to fire personnel arrival.

- 06/17: E75, Q76 and automatic aid resources responded to a first alarm working commercial fire, On Devonwood in Hercules: Crews arrived and found smoke showing from the second story of a 2-story townhome. Incident command was established and units began fire suppression and a search for victims. Two cats were safely rescued. The fire was contained to the room of origin.
- 6/20: E75, Q76 and E73 responded to a vehicle accident on I-80, E of Willow. 2 vehicles involved with one fatality.
- 6/27: E78, E75, Q76, E79, E5 and 2 water tenders responded to a semi sized dump truck on fire I-80 EB prior to Pomona. Extended operation shutting down all but one lane of I-80 for a couple hours.
- 6/30 E75, Q76 with assistance from Crockett fire responded to I80 east just prior to Cummings Skyway for a report of two vegetation Fires were located and rapidly extinguished.

Reporting: Acting Captain Granzella

Training

FF Jensen completed his Engineer task book and is now able to act up in the absence of an engineer. Skills training for all engineers took place over three separate days with our engineers and firefighters participating. On June 24, the annual Bayo Vista control burn took place with a wide variety of training from basic wildland firefighting to more advanced command and tactic training. Crews participated in a multi company training at the old Longs Drug in Pinole for use of larger diameter hose. Crews participated in a commercial structure fire drill with crews from ConFire, Richmond Fire, and El Cerrito-Kensington Fire at Adams Middle School in El Cerrito hosted by El Cerrito-Kensington Fire. Crews also attended a site familiarization at the NuStar Facility hosted by Crockett Fire on fire suppression system and a covered storage tank.

Reporting: Acting Captain Granzella

Facilities/Equipment

Carpet replacement at both stations 75 and 76 are complete. Replacement roof at Station 76 nearing completion, thank you, City of Hercules. Bids on kitchens underway.

Reporting: Chief Ramirez

Fleet Management

Quint76 is currently at ALCO shop for annual maintenance including aerial ladder service and minor repairs and major foam pump repairs. Anticipate its ETA back to the district sometime in late July. Both Brush Engines 375 and 376 are back in service with the exception of 376 with a minor leak on the suction side of the main pump. This will require a longer down time to repair as the pump housing will need to be replaced due to age and rust wear. Two separate mechanics have stated that normal use is still okay to get through wildland fire season.

Reporting: Acting Captain Granzella

Grants/Reimbursements

Two grants under the Assistance for Firefighting Grant program with FEMA have been submitted for cardiac monitors and portable radios. Award announcements expected this summer. No word yet on previously submitted HSGP for Thermal Imaging Cameras. Earmark funding request to Rep. John Garamendi for Type 3 engine was unsuccessful. Upcoming opportunity for Fire House Subs grant.

Reporting: Chief Ramirez

Community Risk Reduction and Fire Prevention

Inspectors have been fielding complaints and inspecting the district to check for wildfire fire hazards. Engine companies helped distribute weed abatement door hangers. Letters were mailed to over 100 property owners and homeowners' associations to abate weeds and dead vegetation with re-inspections to follow within 15 days of notice. Second notices were sent to 4 properties. Inspectors are working with property management companies to improve conditions on parcels of concern. Inspectors are working with the city of Hercules to improve vegetation management on parcels owned by the city. The Rodeo Citizens Association is collaborating with staff and Michelle Rinehart at the County's wildfire mitigation program to initiate a fuel reduction project between Laurel and 7th Street, a significant fire threat for the community of Rodeo. Inspectors are working with the school district to improve conditions at Hercules High/Middle School. Goats have since arrived to reduce fuels accumulation, but dead trees need to be addressed. Inspectors performed restaurant inspections- violations were found and property owners were alerted with re-inspections to follow.

Reporting: Chief Ramirez

Fiscal Stabilization/Budget

Possible Budget workshop in August, final budget in September.

Reporting: Chief Ramirez

Community Activities/Meetings

The Chief attended Phillips CAP monthly meeting. The Chief attended the State of the City of Hercules on June 24th. Town halls were conducted on June 18 and June 29 at the City of Hercules and Rodeo respectively. Crews, including B7, a Crockett Water Tender, and the Chief, were at the 4th of July fireworks event in Hercules.

Reporting: Chief Ramirez



M E M O R A N D U M

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

From: Alex Gibbs, Grants Director, Townsend Public Affairs, Inc.
Sammi Maciel, Associate, Townsend Public Affairs, Inc.
Simi Rehill, Associate, Townsend Public Affairs, Inc.

Date: July 1, 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 2024-25 compromise state budget plan includes \$211.5 billion of General Fund spending, \$86.4 billion of spending from other state funds, and \$153 billion from federal funds flowing through the state treasury. The budget agreement addresses the \$28 billion budget deficit that remained after the early actions that were taken this session. The budget largely uses the same structure that was approved through the budget bill that was adopted by the Legislature in early June, meaning it includes a three-year suspension of medium-sized and large businesses use of net operating loss (NOL) deductions and tax credits starting in 2024, one year earlier than the Governor's May Revision proposal, as well as Proposition 98 deferrals from previous budget years. These actions provided additional resources for the 2024-25 state budget, which is used to offset many of the program cuts that were proposed by the Administration as part of the January Budget Proposal and May Revise.

The Budget compromise aims to balance the budget in the 2024-25 fiscal year, as well as the 2025-26 fiscal year, but it will leave projected budget deficits beginning in 2026-27. To help offset future issues, the Legislature is working with the Administration on proposes that would create a new temporary holding account for projected budget surpluses to ensure that a portion of the future surpluses materialize and create greater certainty about budgetary conditions. Additionally, the Legislature is working with the Administration to place a constitutional amendment on a future state ballot (likely 2026 statewide primary ballot) to expand the maximum size of the rainy-day fund and to exclude certain state reserve deposits from the Gann limit.

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Northern California Office ▪ 300 Frank Ogawa Plaza • Suite 204 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030

In addition to progress on the state’s budget, it is anticipated that the Legislature will move forward with two statewide bond proposals for voter consideration on the November ballot: a \$10 billion climate bond and a \$10 billion school facilities improvement bond.

While specific details on each bond proposal are still pending release, the climate bond will provide funding for water, wildfire resilience, clean energy, parks and recreation, coastal resilience, and other climate-related programs. The school facilities bond will provide funding for improvements to K -12 school facilities and will help offset the rising cost of school impact fees for housing developers.

Looking Ahead: Grant Program Highlights

Name	Awards & Match	Description	Timeline
Firehouse Subs Firehouse Subs Grant Program	Average Award: \$10,000 to \$25,000 No Match Required	The Firehouse Subs Program provides funding to purchase equipment or provide training for firefighters in areas where the restaurant chain operates.	Applications accepted quarterly: <ul style="list-style-type: none"> • Quarter 4 2024: Thursday, July 11, 2024 • Quarter 1 2025: Thursday, October 10, 2024 Application portal opens at 7 AM PST and typically closes within the first few hours after the maximum of 600 applications has been reached.
WalMart Local Community Grant Program	Min Award: \$250 Max Award: \$5,000 No Match	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	Deadlines for submissions include: March 1 – July 15 Aug. 1 – Oct. 15 Nov. 1 – Dec. 31

		receive up to 25 grants within the 2024 grant cycle.	
<p>U.S. Environmental Protection Agency</p> <p><u>Clean Heavy-Duty Vehicles Grant Program (CHDV)</u></p>	<p>Min. Award: \$500,000</p> <p>Max. Award: \$60,000,000</p> <p>Match dependent on existing and replacement vehicle types.</p>	<p>The Clean Heavy-Duty Vehicles (CHDV) Grants incentivize and accelerate the replacement of existing non-ZE Class 6 and 7 heavy-duty vehicles with ZE vehicles. This NOFO includes two sub-programs: the School Bus Sub-Program and the Vocational Vehicles Sub-Program. The School Bus Sub-Program is for applicants replacing school buses; the Vocational Vehicles Sub-Program is for applicants replacing non-school bus Class 6/7 vehicles.</p>	<p>July 25, 2024, at 8:59 p.m. PST</p>
<p>Department of Transportation</p> <p><u>Charging and Fueling Infrastructure Discretionary Grant Program Cycle 2</u></p>	<p>Community Program: Min Award: \$500,000</p> <p>Max Award: \$15,000,000</p> <p>Match: Minimum 20%</p> <p>Corridor Program: Min Award: \$1,000,000</p> <p>No Max</p> <p>Total Funding Available: \$500,000,000 (FY24)</p>	<p>The CFI Program is divided into two distinct grant funding categories:</p> <p>The <i>Community Program</i> provides funding to strategically deploy publicly accessible EV charging infrastructure, and hydrogen, propane, or natural gas fueling infrastructure in communities. Infrastructure may be located on any public road or in other publicly accessible locations such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.</p> <p>The <i>Corridor Program</i> provides funding to strategically deploy publicly accessible EV charging infrastructure and hydrogen, propane, and natural gas fueling infrastructure along designated alternative fuel corridors (AFCs).</p> <p>Priority is given this cycle to environmental justice-focused projects.</p>	<p>Application Deadline: August 28, 2024</p>
<p>California Energy Commission (CEC)</p>	<p>Max. Award: \$750,000</p>	<p>The EV Jump Start lane provides funding opportunities to equity-qualified EV infrastructure</p>	<p>Application Period: July 16, 2024 at 9am</p>

<p><u>Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIZE) Project</u></p>	<p>25% Match Required</p>	<p>Projects, including charging infrastructure in a designated Disadvantaged Community (DAC) or Low-Income Community (LIC); transit systems with at least 50% of applicable routes or coverage areas within a DAC or LIC; school districts installing infrastructure in a DAC or LIC or serving economically disadvantaged students; and non-profit organizations. Provides incentives for zero-emission vehicle (ZEV) infrastructure for medium-duty and heavy-duty (MDHD) battery-electric and hydrogen fuel cell vehicles operated and domiciled in California.</p>	<p>Pacific Time (PT) to September 10, 2024 at 5pm PT</p>
<p>Gary Sinise Foundation</p> <p><u>First Responder Grant</u></p>	<p>No Award Min. or Max.</p> <p>No Match Required</p>	<p>The Gary Sinise Foundation's First Responders Grants provide critical funding for emergency relief, training, and essential equipment.</p>	<p>Ongoing</p> <p>Applicants are limited to one application per calendar year regardless of approval/denial of the application.</p>
<p>Department of Homeland Security (DHS) via CalOES</p> <p><u>State and Local Cybersecurity Grant Program</u></p>	<p>TBA</p> <p>Match Required</p>	<p>The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk.</p> <ul style="list-style-type: none"> • CalOES is submitting their cybersecurity plan to FEMA/DHS by the end of September. • CalOES will then publish information on how local governments can apply for funding. • Email the program officer at <u>Eric.Nehls@CalOES.ca.gov</u> to be added to their listserv for updates on the program. 	<p>The application period will be announced in July.</p>

Grants Tracker

Submitted Grant Applications

Submission Date	Grant Agency	Grant Program	Project	Request Amount	Local Match	Project Total	Status
3/7/2024	FEMA	Assistance to Firefighters Grants (AFG)	Monitor Defibrillator	\$218,542.35	\$21,854.23	\$240,396.58	Award anticipated by September 2024.
3/8/2024	FEMA	Assistance to Firefighters Grants (AFG)	Regional Request: Radio	\$279,867.68	\$25,442.52	\$260,114.92	Award anticipated by September 2024.

Pending Grant Programs

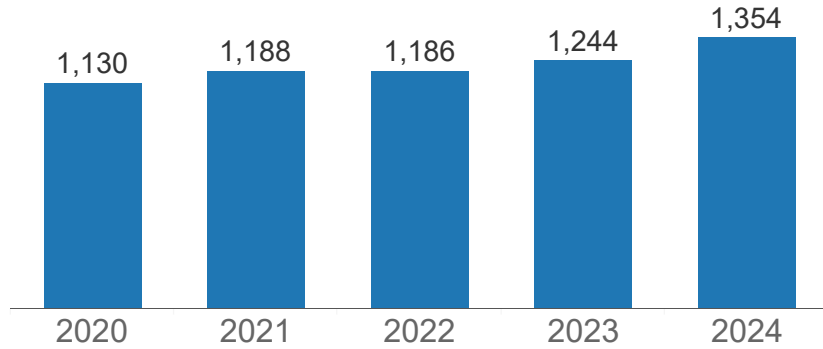
Agency	Program	Due Date	Notes
Firehouse Subs	Firehouse Subs Public Safety Foundation Grant	7/11/2024	RHFD is reviewing checklist and determining project.
Gary Sinise Foundation	First Responder Program	Ongoing	RHFD is reviewing checklist and determining project.
Motorola	Radio Grant Program	N/A	Discussed pursuing but program is not yet open.

Submitted Earmark Requests

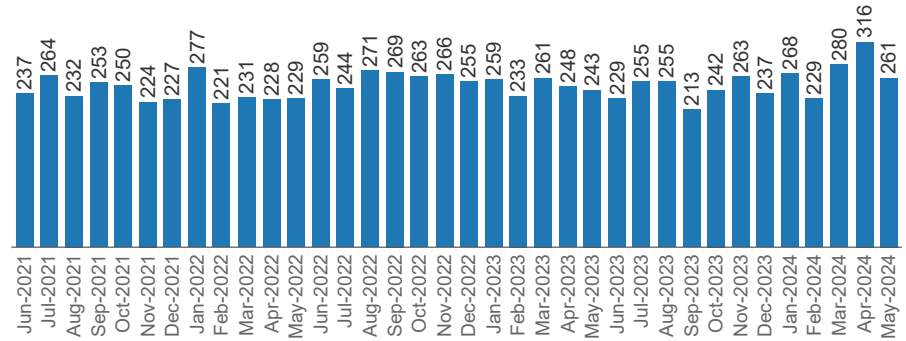
Submission Date	Legislator	Project	Request Amount	Status
4/29/2024	Congressman Garamendi	Type 3 Fire Engine	\$503,631.75	Not selected

Rodeo Hercules - May 2024 - Incident Snapshot

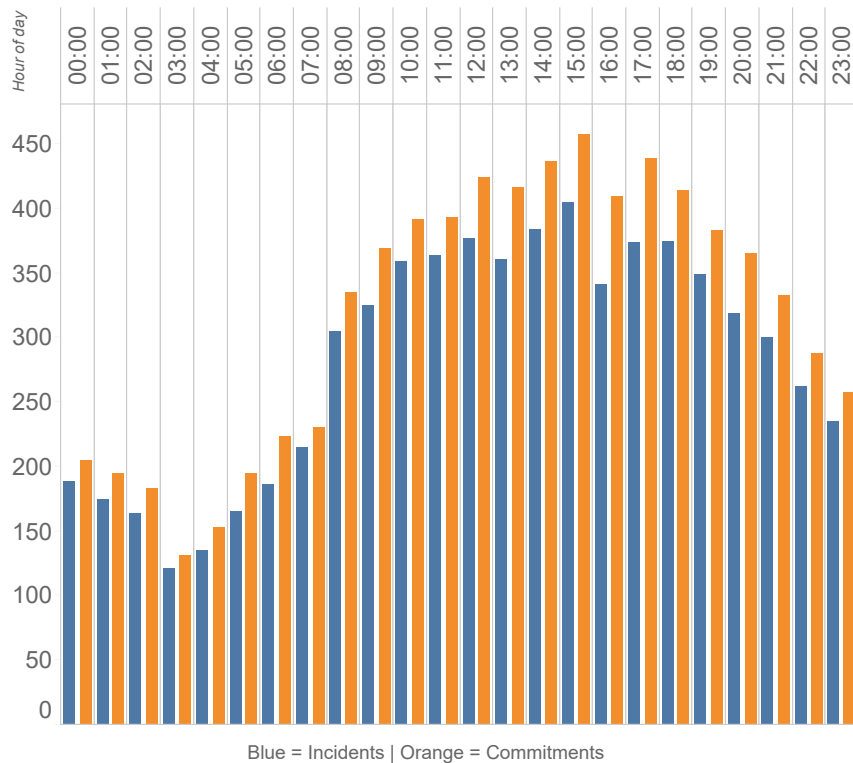
Number of Incidents Year to Date Year-Over-Year - January to May



Number of Incidents by Month (Last 36 Months)

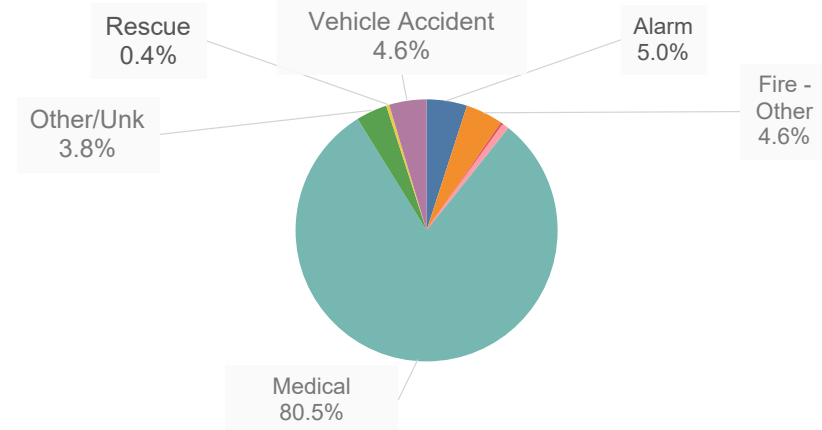


Number of Incidents and Number of Engine and Truck Commitments by Hour of Day Over 36 Months



Number of Incidents by Type - May 2024

	Incidents	Percentage (%)
Alarm	13	5.0%
Fire - Other	12	4.6%
Fire - Structure	1	0.4%
Medical	210	80.5%
Rescue	1	0.4%
Vehicle Accident	12	4.6%
Other/Unk	10	3.8%
Fire - Vegetation	2	0.8%
Grand Total	261	100.0%



Rodeo Hercules - May 2024 - Incident Snapshot

Average Turnout Times for Units E75 and Q76 by Day/Night and Personal Protection Equipment Over the Last 12 Months

PPE	Unit ID	Time of Day	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024
PPE	E75	Day	00:01:33	00:01:23	00:01:33	00:01:12	00:00:49	00:01:22	00:00:42	00:01:21	00:01:13	00:01:11	00:01:50	00:00:25
		Night	00:03:36	00:02:37	00:01:55	00:02:17				00:01:07		00:02:37	00:02:39	
	Q76	Day	00:01:19	00:01:39	00:01:22	00:01:13	00:01:13	00:01:51	00:00:36	00:01:17	00:00:49	00:01:34	00:01:21	00:02:00
		Night	00:02:03	00:02:38	00:02:36	00:02:11	00:01:52	00:02:31	00:02:26	00:02:10		00:01:42	00:03:05	00:02:44
Not PPE	E75	Day	00:01:17	00:01:19	00:01:15	00:01:34	00:01:27	00:00:59	00:01:50	00:01:55	00:01:45	00:01:26	00:01:15	00:01:24
		Night	00:02:42	00:03:05	00:02:30	00:02:07	00:01:30		00:01:40	00:01:29	00:02:24	00:02:26	00:02:18	00:02:29
	Q76	Day	00:01:02	00:01:37	00:01:17	00:01:28	00:01:09	00:01:37	00:01:10	00:01:11	00:01:22	00:01:22	00:01:04	00:01:18
		Night	00:02:28	00:01:19	00:01:28	00:01:57	00:02:42	00:02:18	00:02:11	00:02:23	00:01:36	00:01:43	00:01:24	00:01:09
Grand Total			00:01:33	00:01:43	00:01:36	00:01:33	00:01:27	00:01:33	00:01:14	00:01:29	00:01:21	00:01:38	00:01:41	00:01:40

Average Times for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including May 2024

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:30	65.6%	00:01:25	125
Total Response	00:09:00	72.8%	00:07:57	125
Travel			00:04:55	125
Turnout	00:02:20	78.9%	00:01:44	114

Average Times for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including May 2024

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:00	32.8%	00:01:32	424
Total Response	00:08:40	77.6%	00:07:33	424
Travel			00:04:23	424
Turnout	00:02:10	73.6%	00:01:43	383

**Mutual and Auto Aid for the Last 12 Months
Total Amount of Time Committed by Engines and Trucks from Rodeo Hercules to Other Agencies and From Those Agencies to Rodeo Hercules**

Jurisdiction	Given	Received
CCCYPD	128:54:14	79:20:31
Crockett	30:14:52	34:49:12
Richmond	08:00:36	00:15:06
Other	00:00:00	03:14:06
Grand Total	167:09:42	117:38:55

LIST OF FUTURE RHFD AGENDA ITEMS July 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.)
UNK	Budget Workshop-Tentative						August?
09/11/24	Final Budget Adoption	Board Priority	Staff		Action		
09/11/24	Appropriations Limit	Board Priority	Staff		Action		
09/11/24	ROPS/P66 taxes-Bob Campbell presentation	Board	Staff		Discussion/Information	Tentative	August or September per presenter. ROPS update and P66 taxes/ item may get split into two separate items
09/11/24	Update to District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Board Orientation/Onboarding ad hoc & Staff	R	Information		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
09/11/24	AFG Grant Submittal/Authorization to accept award	Board Priority, Staff	Staff	R,Res	Consent / Action		Agree to support previously submitted AFG grant follow-up from Aug. Board meeting. moved from Oct. to Nov. because data needed from County.
09/11/24	Possible Update on Waiver of Meas. O Parcel Late Fees	Legal	Staff, Counsel	R, P, RES	Discussion	continued	Resolution only if needed to support changes to Meas
08/14/24	Accept 2023 Annual Report	Staff	Staff	Report	Discussion/Information	Tentative	Provide annual report to the Board
08/14/24	Procurement Policy	Board	Staff	R	Discussion & Action		
08/14/24	CSG contract				Action		
08/14/24	audit-contract for service or RFP				Discussion & Action		
08/14/24	placeholder BC MOU				Action		
08/14/24	placeholder Staff Minute Order				Action		
07/31/24	placeholder Resolution to Annex (Special Meeting)	Board Priority	Staff	RES	Action	tentative	Board direction to bring Resolution to Annex for consideration at a future date
07/10/24	Mayor Toms to Discuss Contract for Service with ConFire	Board	Bowman	P	Information/Discussion		Mayor Toms to discuss contract for service w.Confire
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		
07/10/24	Amendment to Consulting Services Agreement with MED Enterprises	Staff	Staff	RES & R	Discussion & Action		
07/10/24	Phillips 66 Ad Valorem Property Taxes	Board	Bowman	R	Discussion & Action		
07/10/24	Emergency Procurement for HVAC Unit @75	Staff	Staff	RES & R	Discussion & Action		
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		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		Board receive and adopt 24-25 FY budget
06/12/24	Election Resolution	RHFD Required	Staff	R	Consent / Action		

06/12/24	County Wildfire Mitigation Program Presentation	Board Priority, Staff	Michelle Rinehart	P	Information/Discussion		Presentation given by CCCFPD re: wildfire mitigation services and accessibility
06/12/24	Pension Information		Staff	P	Information		
05/15/24	Special Meeting-Con Fire	Board Priority	Staff, Despain, Broschard		presentation	Information/Possible Action	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 X assistnace
05/08/24	Weed Abatement	Board Priority	Staff	R,P		Discussion/possible action	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
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	Board recieves 1205 copliant 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	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
03/27/24	Special Meeting CSDA Key Learnings	Board Priority	Consultant and Ad Hoc		Workshop	Discussion & Possible Action	Completed Workshop facilitated by moderator who will assist Board in prioitizing and implementing key learnings. Moved from Feb. 21.
03/13/24	Public Hearing Fire Prevention Fees	Board, Legal, RHFD, State	Staff	R, P, RES		Public Hearing, Discussion and Pos	Completed Done Board to hold public hearing and dicuss and adport updated fire prevention fees and
03/13/24	Receive 2022-2023 Annual Audit Report	Board, Legal, RHFD, State	Consultant, Staff	R, P		Board Recieves Report	Completed DONE received
03/13/24	Receive 2022-2023 Measo O Annual Audit Report from	Board, Legal, RHFD, State	Staff	R, P		Board Recieves Report	Completed DONE Board Received
03/13/24	Agreement for services M.E.D. Enterprises	Board Priority	Board	Res		Discussion & Possible Action	Completed and contract extension for M.E. D Enterprises Michael Despain Completed approved
03/13/24	Agreement for services Statagic Advisory Services	Staff	Staff	R, Res		Discussion & Possible Action	Completed DONE Consider and approve agreement for financial
03/13/24	Agreement for services Redwood Public Law	Board Priority	Board/Staff/Legal	R, Res		Discussion & Possible Action	Completed 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.
02/14/24	Quarterly Report on Future Agenda Items	Board Priority, Staff	Staff and Chair	R		Info. & Discussion.	Completed Quarterly report approved by Board. Chair to coordinate with Chief discuss moving it to monthly reporting.
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	Board, Staff, Legal	Staff	R,	Action	Completed	DONE. Approved by Board.
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
01/10/24	Consideration of Meas. O Assessment to Unit vs. Parce	Board Priority, RHFD	Director Davidson	R	Action	no action	DONE. Ad Hoc created for recommendation of a
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
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
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 Mitigation 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	Counselor 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 Parce	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

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	Staff	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
11/08/23	Role of General Counsel & Board Management of Interactions with Counsel	Board Other	Counsel	R	Information	Completed	DONE. Director's request.
11/08/23	Transcription of RHFD Minutes	Board Other	Davidson	R	Discussion & Action	completed	DONE. Info. on transcription of Board Mins. Software. Director Davidson to coordinate with Chief. Review
11/08/23	Measure O Fire Service Parcel Tax for Bayfront High-Rise Apartments Re: "Leland Traiman v. Alameda	Board Other	Davidson	R	Discussion & Action	Completed	DONE. Mr. Pio Roda is reviewing the Courts ruling on Leland Traiman v. Alameda Unified and its possible
11/08/23	First Quarter Budget Review	Board Priority	Staff	R & P	Information	Completed	DONE. Supporting payroll documents from County available Oct. 16 as payroll info. not available till Oct.
10/18/23	Chief's Performance Evaluation	Closed Session	Board, Counsel	N/A	N/A	Completed	DONE. Completed by Board Nov 8, Eval signed by Chief Dec 18
10/18/23	Prevention Fees	Legal	Staff	N/A	Discussion	Completed	No report, information and discussion only. Public Hearing for Fee Approval in March.
10/18/23	Benefit Assessment Protest	Legal	Staff	R	Public Hearing, Action	Completed	DONE. Assessment rates approved in May: RES NO. 2023-03
10/18/23	CPRA Minor Procedure Updates	Legal	Staff	R	Information	Completed	DONE. Procedure updates per Aug. Board meeting.
10/18/23	Emergency Bathroom & Renovations Stations 76 & 75	Board Priority & Legal	Staff, Counsel	R, RES, C	Action	Completed	DONE. Station 76 & 75 bathroom emergency repairs
10/18/23	Management of Agenda Items and 2024 Annual Calendar	Board Priority	Bowman	P	Discussion & Action	Completed	DONE. Future agenda items format, including