

RHFD ADMINISTRATIVE AND BOARD CALENDAR 2024

Meeting Date	Agenda Item
January 10, 2024	DISTRICT REORGANIZATION (BOARD CHAIR AND VICE-CHAIR) ANNUAL CALENDAR OATH OF OFFICE (POST ELECTION YEARS)
February 14, 2024	RECEIVE FISCAL YEAR 2022-2023 ANNUAL AUDIT REPORT RECEIVE FISCAL YEAR 2022-2023 MEASURE O AUDIT REPORT FROM CHIEF RECEIVE MIDYEAR BUDGET REPORT LAIF SIGNATURES (IF NEEDED)
March 13, 2024	SELECTION OF 2024-25 BUDGET AD HOC COMMITTEE WEED ABATEMENT PROCESS
April 10, 2024	PUBLIC HEARING MEASURE O CPI INCREASE WEED ABATEMENT PUBLIC HEARING CONFERENCE WITH LABOR NEGOTIATOR
May 8, 2024	DECLARATION OF INTENT TO CONTINUE TO LEVY A FIRE SUPPRESSION ASSESSMENT AND SUPPLEMENTAL FIRE SUPPRESSION ASSESSMENT ON ALL PARCELS OF REAL PROPERTY FOR FISCAL YEAR 2024-25 CONFERENCE WITH LABOR NEGOTIATOR THIRD QUARTER BUDGET REPORT ORDERING EVEN-YEAR AND SPECIFICATIONS OF THE BOARD OF DIRECTORS ELECTION (EVEN YEARS)
June 12, 2024	PUBLIC HEARING PRELIMINARY OPERATING BUDGET APPROVAL FOR FISCAL YEAR 2024-2025 BUDGET 101 PRESENTATION CONFERENCE WITH LABOR NEGOTIATOR RECEIVE MEASURE O COMMITTEE REPORT FOR FY 2022-2023
July 10, 2024	
August 14, 2024	END OF YEAR BUDGET UPDATE
September 11, 2024	PUBLIC HEARING ON FINAL OPERATING BUDGET FOR FISCAL YEAR 2024-2025 ADOPTION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025
October 9, 2024	PUBLIC HEARING-BENEFIT ASSESSMENT APPEALS FOR FISCAL YEAR 2024-2025 FIRST QUARTER BUDGET UPDATE FIRE CODE ADOPTION (TRIANNUALLY) CONFLICT OF INTEREST CODE (BIANNUALLY IF NEEDED)
November 13, 2024	
December	NO REGULAR MEETING

Director Bowman, 10/6/23. Calendar approved by the Board on 10/11/23.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

December 4, 2023

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

BECKY

Dear Chief Ramirez:

On behalf of the members of the Contra Costa County Fire Protection District, I want to extend my sincere gratitude for the assistance given to us on November 28, 2023, during the memorial service for our fallen brother, Firefighter John Martinez.

Without your assistance, this type of memorial, in John's honor, would not have been possible. The cooperation and compassion demonstrated by our fire service partners is beyond comparison.

Please pass our thanks along to your personnel; and, as always, if you or your agency needs assistance from ConFire, please do not hesitate to call on us.

Thank you for supporting our efforts to honor Firefighter John Martinez.

Sincerely,



Lewis Broschard
Fire Chief



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

REGULAR BOARD MEETING MINUTES
NOVEMBER 8, 2023

1. **CALL TO ORDER/ROLL CALL (6:00PM)** Directors Marie Bowman, Delano Doss, Steve Hill, Charles Davidson and Robyn Mikel present.
2. **PLEDGE OF ALLEGIANCE (00:28)**
3. **PUBLIC COMMUNICATION-CLOSED SESSION ITEM (:50)** None
4. **ADJOURN TO CLOSED SESSION, GENERAL (1:05)**
5. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT (1:11)** Nothing to report.
6. **ANNOUNCEMENTS OF DISTRICT EVENTS (1:30)** Chair Bowman thanked veterans. Wildfire defensible space grants available. PG&E free appointments for safety checks to prevent carbon monoxide poisoning. Myshakes app available for earthquakes. Invitation to tree lighting events in Rodeo and Hercules.
7. **CONFIRMATION OF THE AGENDA (3:33)** Motion to confirm agenda made by Director Hill. Seconded by Director Mikel. Motion passed unanimously.
8. **REVIEW OF CORRESPONDENCE TO THE BOARD (4:04)** Review of correspondence from Chief Mitch Franklin of the Hopland Fire District thanking RHFD for the donated burn trailer.
9. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA (5:00)** Tanya Little spoke about City of Hercules tree lighting ceremony on 12/3. Free event. Friends of Hercules Senior Center fundraiser on 12/17 featuring breakfast with Santa.
10. **CONSENT CALENDAR (6:45)** Motion made by Chair Bowman to approve the November minutes with addition of 12/13 date added to item 19. Item 22 replace word “calendar” with “list of future agenda items”. Seconded by Director Mikel. Motion carried.
11. **FIRST QUARTER BUDGET REPORT (8:08)** Presentation by Chief Ramirez and Getachew Demeku-Ousman.
12. **PROCUREMENT OF STATION ALERTING SYSTEMS (23:28)** Motion made by Director Hill to approve Resolution 2023-14 in the amount of \$231,807.71. Seconded by Director Davidson.

ROLL CALL VOTE (5-0)

Bowman: Yes

Doss: Yes

Hill: Yes
Davidson: Yes
Mikel: Yes

13. UPDATE ON POSSIBLE MEASURE O WAIVER OF ZERO-VALUE PARCELS (33:39)

Motion to continue current process without an exception for zero-value parcels and to ask county to waive late fees for the 178 parcels that hadn't receive timely statements made by Vice Chair Doss. Seconded by Director Davidson.

ROLL CALL VOTE (5-0)

Bowman: Yes
Doss: Yes
Hill: Yes
Davidson: Yes
Mikel: Yes

14. NOTICING OF DIRECTOR(S) VACANCY AND DISTRICT PROCESS FOR ONBOARDING DIRECTORS AND MEASURE O OVERSIGHT COMMITTEE MEMBERS (39:09)

Presentation by Administrative Services Officer Kimberly Corcoran. Staff to return at a later board meeting with update on noticing vacancies and proposed onboarding process for Measure O Oversight Committee members.

PUBLIC COMMENT

Robert Baum
Tanya Little

15. ROLE OF GENERAL COUNSEL AND BOARD MANAGEMENT OF INTERACTIONS WITH COUNSEL (49:36) Information provided by Richard Pio Roda.

16. FIRE CHIEF'S REPORT (57:38) Chief congratulated firefighter Justin Creecy for completing his Driver Operator task book. Engineer testing scheduled for January. Captain Clapp presented notable October call information to the board and training and apparatus updates. Updates on grants and public outreach.

PUBLIC COMMENT

Tanya Little

17. STAFF REPORTS (1:11:11) None

18. BOARD MEMBER REPORTS (1:11:23) Strategic plan special workshop on 12/13 at 6pm. 1st quarter update on accessible feature to website. Chair Bowman appoints Director Hill to ad hoc committee to review key learnings from the CSDA leadership academy and facilitate coordinating suggestions to board on possible policy and procedural changes. Chair Bowman attended the West Contra Costa Fire Safe Council Advisory meeting. Direction given to staff to join CSDA.

19. MEASURE O OVERSIGHT COMMITTEE (1:18:49) Nothing to report

20. LOCAL 1230 COMMENT (1:19:04) Comments by Captain John Bischoff.

21. REQUEST FOR FUTURE AGENDA ITEMS (1:25:25) EMS report to modify Measure O assessment of waterfront properties moved to January board meeting. Follow up on strategic plan

special meeting. Review of key learnings from CSDA Leadership Conference for possible policy or procedural changes. Information on grant writing and management including vendor options. Presentation from CCC Wildfire Mitigation grants program by county coordinator. Prevention fees.

22. ADJOURNMENT Meeting adjourned at 8:32 p.m.



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

SPECIAL BOARD MEETING MINUTES

DECEMBER 13, 2023

1. CALL TO ORDER/ROLL CALL (6:02 pm) Directors Marie Bowman, Delano Doss, Steve Hill, Charles Davidson and Robyn Mikel in attendance.
2. PLEDGE OF ALLEGIANCE (00:27)
3. STRATEGIC PLAN WORKSHOP
 - A. RHFD SUSTAINABILITY OPTIONS (ACTION) (00:50)

Chief Michael Despain presented RHFD's three sustainability options.

PUBLIC COMMENT

Vince Wells
John Bischoff
Derek Cochnauer
Jennifer Cannon
Tanya Little
Chuck Coleman
Skye Johnson
Jack Clapp
Kyle DuMond
Carlo Granzella

The board came to a consensus regarding hosting a workshop on January 31, 2024 with Chief Despain.

- B. FINALIZE STRATEGIC PLAN AND BUSINESS PLAN BROCHURES FOR DISTRIBUTION (ACTION) (2:00:00)

Motion to accept strategic plan and business plan brochures for distribution made by Director Davidson. Seconded by Director Hill with the addition of the ability to submit copy edits.

ROLL CALL VOTE (5-0)

CHAIR BOWMAN	YES
VICE CHAIR DOSS	YES
DIRECTOR HILL	YES
DIRECTOR DAVIDSON	YES
DIRECTOR MIKEL	YES

4. ADJOURNMENT (8:26 pm)

Date	Num	Name	Memo	Account	Amount
11/01/2023	NOV2023	The Standard	November 2023	1060 · Group Insurance	-580.00
11/01/2023	0018	Streamline (website)	November 2023	2100 · Office Expenses	-375.00
11/01/2023	13904	Precision IT Consulting	December 2023	2310 · Professional/Specialized Servic	-2,414.66
11/01/2023	DEC2023	The Standard	December 2023	1060 · Group Insurance	-580.00
11/02/2023	3156	CPR Training Center	PALS Renewal Course	2477 · Educational Supplies & Courses	-1,575.00
11/05/2023	3620411	Home Depot	cut off wheel	2281 · Maintenance of Buildings	-15.16
11/06/2023	355		PY Correction	9030 · Property Tax-Prior Secured	-510.09
11/06/2023	356		Secured REF 070822-063023	9030 · Property Tax-Prior Secured	-23,947.70
11/06/2023	INV22621210	Zoom	11/6-12/5/23	2100 · Office Expenses	-135.01
11/07/2023	3065040	Amazon	Badge Mourning Bands	2100 · Office Expenses	-11.46
11/09/2023	Q6NPT6KJ989	Grant Writing USA	Grant Writing Class	2477 · Educational Supplies & Courses	-465.00
11/09/2023	110923	Stamps.com	postage	2100 · Office Expenses	-100.00
11/09/2023	6205	J&D Custom Embroidery	Embroidery (5 shirts)	2479 · Other Special Dept Expenses	-125.00
11/09/2023	76-4017223667-NOV	P.G.&E.	10/10/23-11/7/23	2120 · Utilities	-286.63
11/10/2023	8611657	Home Depot	lashing strip	2130 · Small Tools & Instruments	-12.87
11/10/2023	8611657	Home Depot	lithium battery	2130 · Small Tools & Instruments	-11.00
11/10/2023	9949028356	Verizon Wireless	10/11-11/10	2110 · Communications	-19.12
11/13/2023	2496265	Amazon	Toner	2100 · Office Expenses	-267.54
11/13/2023	6421861	Amazon	batteries	2130 · Small Tools & Instruments	-27.96
11/14/2023	25555469	Amazon	Monitor Mount clip	2100 · Office Expenses	-21.02
11/14/2023	9830	Staples	copy paper	2100 · Office Expenses	-98.30
11/14/2023	53809	CSG Consultants	09/30-10/27/23	2310 · Professional/Specialized Servic	-2,275.00
11/14/2023	211204	Meyers Nave	October 2023	2310 · Professional/Specialized Servic	-5,409.21
11/15/2023	1123	Comcast	76-11/13-12/12/23	2110 · Communications	-111.79
11/15/2023	1123	Comcast	75-10/25-11/24/23	2110 · Communications	-328.58
11/15/2023	1123	Comcast	75-November 2023	2110 · Communications	-263.30
11/15/2023	1123	Comcast	76-10/23-11/22/23	2110 · Communications	-444.68
11/15/2023	1123	Comcast	76-November 2023	2110 · Communications	-300.07
11/15/2023	4229	First Due	Software Program Implementation & Annual Fee	2310 · Professional/Specialized Servic	-9,450.00

11/15/2023	185382	Police and Sheriff's Press	ID Card	2479 · Other Special Dept Expenses	-17.60
11/16/2023	267033776-11	T Mobile	10/23-11/15/23	2110 · Communications	-63.12
11/16/2023	56498019	Amazon	PoloShirt	2100 · Office Expenses	-13.11
11/16/2023	254868	J.W. Enterprises	11/16/23-12/13/23	2310 · Professional/Specialized Servic	-359.00
11/16/2023	51837995-75 DEC	P.G.&E.	True Up Charges	2120 · Utilities	-8,039.43
11/16/2023	51837995-75 DEC	P.G.&E.	10/11/23-11/08/23	2120 · Utilities	-290.98
11/17/2023	349		1993-94 RDA Shift	9010 · Property Taxes-Current Secured	-30,682.00
11/17/2023	5462603	Amazon	label maker tape	2100 · Office Expenses	-14.74
11/17/2023	4945817	Amazon	microphone	2100 · Office Expenses	-43.69
11/18/2023	RDO 2023-11	Fire Stats, LLC	04/28/23-11/17/23	2310 · Professional/Specialized Servic	-8,812.50
11/19/2023	9520160	Home Depot	brass cap	2281 · Maintenance of Buildings	-4.34
11/20/2023	2023-8390	Eagle Engraving	FFY name plate	2100 · Office Expenses	-12.75
11/20/2023	3667454	Amazon	Name Plate	2100 · Office Expenses	-24.31
11/21/2023	8065032	Amazon	Polo Shirt	2100 · Office Expenses	-13.28
11/21/2023	9949848304	Verizon Wireless	10/22-11/21/23	2110 · Communications	-668.56
11/21/2023	75-25344-11	EBMUD	75-09/20/23-11/18/23	2120 · Utilities	-216.40
11/22/2023		Cal OES	South Fork Complex	1014-03 · Overtime-Strike Team	58,366.48
11/22/2023		Cal OES	South Fork Complex	2271 · Central Garage Maintenance	17,498.56
11/22/2023		Cal OES	South Fork Complex	1011 · Permanent Salaries	7,586.51
11/22/2023	CR11192023	Grant Writing USA	Refund	2477 · Educational Supplies & Courses	435.00
11/22/2023	9173373209-75-DEC	P.G.&E.	75-10/24-11/23/23	2120 · Utilities	-82.42
11/25/2023	13219	Failsafe Testing LLC	ladder testing	2270 · Repairs & Services of Equipment	-1,773.50
11/27/2023	12018	Fireline Shields, LLC	Shield for Greg Kennedy	2474 · Firefighting Supplies	-308.50
11/27/2023	50935	Fire Smarts LLC	Fire Pumps and Storage Protection Course	2477 · Educational Supplies & Courses	-275.00
11/27/2023	0710665	Amazon	Office Supplies	2100 · Office Expenses	-21.61
11/27/2023	3516208	Amazon	brass nameplate	2100 · Office Expenses	-23.86
11/27/2023	538431-75-NOV	EBMUD	75-09/20-11/18/23	2120 · Utilities	-943.86
11/27/2023	538431-75-11-2	EBMUD	75-9/20-11/18/23	2120 · Utilities	-764.03
11/27/2023	802372	Napa Valley Petroleum	Fuel	2272 · Central Garage Gas/Oil	-1,810.17
11/28/2023	1076798795	Costco	costco order	2170 · Household Expenses	-1,244.52
11/28/2023	85168333	Bound Tree	medical supplies	2140 · Medical Supplies	-179.06
11/28/2023	0178000	Entenmann-Rovin Co.	FF Badge	2479 · Other Special Dept Expenses	-150.97
11/30/2023	RDO 23-6	M.E.D. Enterprises, Inc	November 2023	2310 · Professional/Specialized Servic	-2,827.50
11/30/2023	2393854	Amazon	office supplies	2100 · Office Expenses	-9.26
11/30/2023	565354	NFPA	2025 NFPA	2102 · Books/Periodicals/Subscriptions	-160.06

11/30/2023	229604903	Zoom	additional user-prorated	2100 · Office Expenses	-3.45
11/30/2023	1077304575	Costco	Vacuum	2170 · Household Expenses	-557.16
11/30/2023	126	Greg Kennedy	November 2023	2310 · Professional/Specialized Servic	-3,840.00
11/30/2023	0851-1506176	Republic Services	75-December 2023	2120 · Utilities	-60.36
11/30/2023	0851-155005643	Republic Services	76-December 2023	2120 · Utilities	-158.28
12/01/2023	073778	Lucky	mini candy canes	2100 · Office Expenses	-38.61
12/01/2023	January 2024	American River Benefit Administrators	January 2024	1060 · Group Insurance	-774.18
12/01/2023	W4102379	American Messaging	December 2023	2110 · Communications	-38.24
12/01/2023	4403	IEDA INC	December 2023	2310 · Professional/Specialized Servic	-1,820.02
12/02/2023	12022023	Stamps.com	stamps.com	2250 · Rents & Leases	-19.99
12/02/2023	21049937	Bay Alarm	75-01/01/24-03/31/24	2120 · Utilities	-180.75
12/04/2023	21067524	Bay Alarm	76-01/01/24-03/31/24	2120 · Utilities	-120.00
12/04/2023	109	California State Firefighters' Associatio	2024 CSFA Membership	2200 · Memberships	-2,550.00
12/04/2023	528407-76-11-2	EBMUD	76-09/27-11/28/23	2120 · Utilities	-1,814.96
12/06/2023	350		23-24 Actual Secured Tax Apportionment	9010 · Property Taxes-Current Secured	5,865,921.70
12/06/2023	351		Reverse 23-24 Estimated Secured Tax Apportio	9010 · Property Taxes-Current Secured	-5,389,952.54
12/06/2023	352		FY23-24 RDA 1% Tax Increment Allocation	9010 · Property Taxes-Current Secured	-2,042,487.96
12/06/2023	353		23-24 Unitary and Operating Non-Unitary 1%	9013 · Property Tax-Unitary	72,185.40
12/06/2023	353		FY 23-24 Rights of Way Unitary Tax 1%	9013 · Property Tax-Unitary	256.25
12/06/2023	353		23-24 Railroad Unitary 1%	9013 · Property Tax-Unitary	3,209.94
12/06/2023	353		Qualified Property Unitary 1%	9013 · Property Tax-Unitary	10,583.17
12/06/2023	353		23-24 FY Unitary Correction	9013 · Property Tax-Unitary	-471.64
12/08/2023	54352	CSG Consultants	10/28/23-11/24/23	2310 · Professional/Specialized Servic	-10,940.00
12/10/2023	9951481888	Verizon Wireless	11/11-12/10/2023	2110 · Communications	-19.06
12/11/2023	4017223667-76-DEC	P.G.&E.	76-11/8/23-12/08/23	2120 · Utilities	-454.24
12/14/2023	5183799518-75-JAN	P.G.&E.	75-11/09/23-12/10/23	2120 · Utilities	-293.44
12/15/2023	107183618	Fastrak	toll	2303 · Travel Expenses-Other	-140.00
12/16/2023	267033776-12	T Mobile	11/16-12/15/23	2110 · Communications	-136.62
12/20/2023	212316	Meyers Nave	November 2023	2310 · Professional/Specialized Servic	-3,960.46
12/21/2023	9952315040	Verizon Wireless	11/22-12/21/23	2110 · Communications	-541.69
12/22/2023	254893379	Orkin	76-Quarterly Service	2281 · Maintenance of Buildings	-155.99
12/22/2023	75-9173373209-JAN	P.G.&E.	75-11/22-12/21/2023	2120 · Utilities	-163.13
12/28/2023	85199860	Bound Tree	Medical Supplies	2140 · Medical Supplies	-67.50
12/29/2023	224165	Contra Costa Doors	Program and Delivery of 2 remotes	2281 · Maintenance of Buildings	-1,108.16
12/31/2023	RDO 23-7	M.E.D. Enterprises, Inc	December 2023	2310 · Professional/Specialized Servic	-4,712.50

RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: January 10, 2024

SUBJECT: Fire Fee Schedule

BACKGROUND:

The Rodeo-Hercules Fire Protection District (the District) conducts fire safety inspections, issues permits for specific business operations, and provides plan review services in accordance with the California Fire Code (CFC). The California Health and Safety Code authorizes the District to charge reasonable fees in order to recover expenses related to conducting fire and life safety operations. These operations include but are not limited to: required annual fire safety inspections of certain occupancies (as required by the Health and Safety Code and the California State Fire Marshal), plan review for construction projects, issuing permits for activities identified in the CFC (e.g., operating places of public assembly; schools; adult and childcare facilities; and the production and handling of hazardous materials), fire apparatus response for false alarms, and the assignment of standby personnel.

In November of 2022, the Rodeo Hercules Fire Protection District Board of Directors adopted an updated Fire Prevention Fee Schedule. In order to be more properly aligned with the District's actual costs for the services rendered, a new fee schedule was developed. The proposed update to fees would in most cases decrease the fees, as explained below.

Methodology and Calculation of the Fire Prevention Fees

Each fee was calculated based on the actual costs of providing services associated with code enforcement, inspection, plan review, or other activities. The costs associated with each service are based on an hourly rate, or fractions thereof, and are calculated using historical or projected data regarding the amount of time required to perform each service. Each individual fee was calculated using actual hourly costs for each staff position involved with providing the service associated with the fee and was calculated by including all costs associated with the position such as salary and wages, health care, pensions, and other benefit costs. These hourly costs are referred to as "fully burdened" direct costs.

Portions of the fully burdened personnel costs to oversee and assist in the administration of the services are also included. These administrative overhead fees are considered indirect costs and include costs for fuel, vehicles, equipment, office space, information technology support and equipment.

Revenue from the fees will be used to offset the District's actual costs of providing services for which the fees are charged or for administering and enforcing provisions of the California Fire Code and Building Code. The fees will be paid by the person(s) or property owner(s) benefiting from the billed services.

New Fee Categories

The proposed Fire Prevention Fee Schedule also includes standby personnel fees. These fees will offset the cost of providing standby or fire watch personnel in the interest of public safety as required and approved by the fire code official or Fire Chief in accordance with Section 403.11.1 of the California Fire Code.

These fees were calculated using actual personnel costs for staff associated with a typical single engine/quint response. The hourly rate for a single crew on a Type I or Quint for both direct and indirect costs is approximately \$614/hr and will be the base rate for apparatus response standby. If a lesser response occurs, fees will be reduced in alignment with actual costs.

Nuisance Fire Alarm Response Fees

The recovery of costs associated with responses and mitigation of nuisance fire alarms is authorized by the California Fire Code (Sec. 401.5.1) as adopted and amended by Ordinance 2022-01 and is triggered upon more than three (3) alarms in a 12-month period. These fees were calculated using actual personnel costs for staff associated with a typical single engine/quint response to a fire alarm incident and resolve the nuisance alarm. These costs were then applied to the average amount of time required for an emergency response to a fire alarm incident plus a minor adjustment to allot for personnel to follow up. As a result, the combined direct and indirect cost of \$203 is proposed for all nuisance alarms.

Revenue from these fees will be used to cover the District's actual costs of responding to nuisance fire alarms. These fees cover the District's reasonable regulatory costs to enforce the provisions of the California Fire Code.

Comparison to Other Jurisdictions

Other fire jurisdictions were polled with respect to their Fire Prevention Fee Schedules. A total of eleven (11) other fire agencies throughout the Bay Area were surveyed for their fire prevention fee structures for a rank-order comparison. These fire agencies include Albany, El Cerrito, Moraga-Orinda, Benicia, Fairfield, Berkeley, San Ramon, Contra Costa, Richmond, Hayward, Berkeley and Vallejo Fire Departments. In this survey, the District's proposed fees, as preliminarily calculated, are approximately \$213/hr. for plan review and \$220/hr. for inspections, placing the District squarely in the middle of the survey.

The proposed fee schedule will have rates that are within the range of rates charged in other fire jurisdictions for services similar to those provided by the District and represent a significant decrease in cost from the previously approved fees.

RECOMMENDATION:

Staff recommend the Board review methodology and calculations, provide feedback, and consider bringing the updated final fee structure along with a corresponding ordinance back to the Board for approval at a public hearing in February, after which it would go to the City of Hercules and Contra Costa County for approval.

Attachments:

1. Existing Fire Fee Schedule
2. Methodology and Calculations for Fees

Fire Prevention Fees

2024 PROPOSED FEE ADJUSTMENT

Executive Summary

In 2022 the district adopted an updated fee structure. After analyzing the total costs for providing fire prevention services, the district intends to amend its fee structure to more accurately reflect actual costs to provide the service and to align recovery of such costs as allowable by the California Fire Code.

Fire Prevention Bureau Costs

Direct Costs:

Personnel, fully burdened hourly rate

Consultant hourly rate

Indirect Costs:

Administrative Overhead Rate

Administrative Support, fully burdened/consultant hourly rate (proportionate)

Logistical and Technical Overhead Costs

- Vehicle Rate (OES approved rate)
- Utilities
- Software
- Computer
- IT support

Fire Prevention Bureau Administrative Support Overhead Rate

	Monthly Salary & Benefits	Annual Salary & Benefits	Hourly Costs	Hourly Rate
Fire Chief (10% supervision)	\$40,122.45	\$481,469.40	\$231.48	\$23.15
Fire Marshal – (CSG) (200 hours/year @ \$175/hr)			\$35,000 total	\$16.83
Administrative Services Officer (5% assistance)	\$16,944	\$203,328	\$97.75	\$4.89
Administrative Assistant (30% assistance)	\$12,218.92	\$146,627.04	\$70.49	\$21.15
Sum of Administrative Hourly Rate				\$66.01
Fire Prevention Bureau Technical/Logistical Hourly Overhead Cost				\$39.40*
Fire Prevention Bureau Total Overhead Rate				\$105.41

*Assumes SUV Rate RHFD16

Fire Prevention Bureau Inspection Fees

	Monthly Salary & Benefits	Annual Salary & Benefits	Hourly Costs	Hourly Rate
Fire Marshal/Inspector			\$80	\$80
Captain	\$32,681.45	\$392,177.38	\$134.68	\$134.68
Engineer	\$28,695.21	\$344,342.54	\$118.25	\$118.25
Firefighter	\$24,059.04	\$288,708.48	\$99.14	\$99.14
Consultant:			\$135	\$135
• Sr. Fire Inspector			\$120	\$120
• Fire Inspector				
Fire Prevention Bureau Total Productive Hourly Rate (Hourly Rate/6)				\$114.51
Fire Prevention Bureau Total Overhead Rate				\$105.41
Fire Prevention Bureau Total Inspection Fee (per hour)				\$219.92

Fire Prevention Plan Review Fees

	Monthly Salary & Benefits	Annual Salary & Benefits	Hourly Costs	Hourly Rate
Fire Marshal/Inspector			\$80	\$80
Consultant: • Sr. Plan Review			\$135	\$135
Fire Prevention Bureau Total Productive Hourly Rate (Hourly Rate/2)				\$107.50
Fire Prevention Bureau Total Overhead Rate				\$105.41
Fire Prevention Bureau Total Inspection Fee Hourly Rate				\$212.91

Nuisance Alarm, Apparatus Response and Stand By

	Monthly Salary & Benefits	Annual Salary & Benefits	Hourly Costs	Hourly Rate
Battalion Chief (only if response required)	\$40,732.25	\$488,787.00	\$167.85	\$167.85
Captain	\$32,681.45	\$392,177.38	\$134.68	\$134.68
Engineer	\$28,695.21	\$344,342.54	\$118.25	\$118.25
Firefighter	\$24,059.04	\$288,708.48	\$99.14	\$99.14
Single Crew Apparatus Response Hourly Personnel Rate Total				\$352.07
Fire Prevention Bureau Technical/Logistical Hourly Overhead Cost				\$195.42**
Fire Prevention Bureau Admin Overhead Rate				\$66.01
Total Apparatus Response Hourly Default Rate				\$613.50

Vehicle Rates, per hour*	
Type I/Quint (Default)	\$173.47
Type II	\$163.55
Type III	\$156.74
SUV	\$17.45

*Per CalOES Rate Letter
Effective October 1, 2023

This is the only proposed rate increase and/or new fee and is based on actual direct and indirect costs incurred.

Fire Department Survey

Agency	Plan Review Fees	Inspection Fees
El Cerrito Department	varies	\$131.00
Moraga-Orinda Fire Protection District	\$136.00	\$136.00
Benicia Fire Department	\$279.76	\$160.60
Vallejo Fire Department	25% of permit fee	\$164.00
Albany Fire Department	\$165.00	\$165.00
Rodeo-Hercules FPD (proposed)	\$213.00	\$220.00
Hayward Fire Department	\$331.00	\$221.00
Richmond Fire Department	\$251.00	\$251.00
Fairfield Fire Department	25% of permit fee	\$314.00
Contra Costa County Fire Protection District	\$316.00	\$316.00
San Ramon Valley Fire Protection District	\$342.00	\$342.00
Berkeley Fire Department	\$392.00	\$392.00

Fire Prevention Fee Additional Considerations

Questions or topics for discussion:

- Exemptions for non-profits, governmental agencies, or additional fee waiver?
- Build in annual increase based upon Bay Area CPI or another index? Cap?
- Annual review and adjustment before budget advised.
- Other comments or questions?



**RODEO-HERCULES FIRE PROTECTION DISTRICT FIRE
PREVENTION BUREAU**

RHFPD
ORDINANCE
2022-02
Date of Adoption:
November 9, 2022

ENGINEERING/PLAN REVIEW - FEE SCHEDULE

Exhibit 'A'

Section Number	PLAN REVIEW	Fee
Preliminary Plan Review - Consultations - Meetings		
1.1	In-Office Design Review/Preliminary Plan Consultation Meetings Per half hour	\$158.00
1.2	Out of Office Design and/or Consultation Meetings \$316.00 per hour, two (2) hour minimum	\$632.00
Subdivisions		
2.1	Major Subdivision Plan Review (5 or More Lots/Parcels) Review of subdivision for access, hydrant placement Fee includes two (2) hours plan review and one (1) visual inspection	\$948.00
2.1b	Each additional site inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
2.2	Minor Subdivision Plan Review (1 to 4 Lots/Parcels) Review of subdivision for access, hydrant placement Fee includes 1/2-hour plan review and one (1) visual inspection	\$474.00
2.2b	Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
2.3	Single Family Home Review - Access and Water Supply Review of plans for access and water supply Fee includes 1/2-hour plan review and one (1) visual inspection (Does not include review of fire sprinkler systems - see Section 5.4)	\$158.00
2.3b	Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
Water Supply - Fire Service Mains - Fire Hydrants		
3.1	Fire Service - Emergency Repair Review of underground piping, placement and size Fee includes one (1) hour plan review and one (1) visual inspection	\$632.00
3.1b	Each additional inspection, per hour	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
3.2	Private Fire Service Mains Minimum plan review base fee of system Fee includes one (1) hour plan review and one (1) visual inspection	\$632.00
3.2b	Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
Fire service main installation also requires hydro and flush. See 3.3 & 3.4		

Section Number	PLAN REVIEW	Fee	
3.3	Flush - Private Fire Service System	Minimum inspection base fee	\$316.00
3.3b		Fee includes one (1) hour on-site inspection time Each additional inspection, per hour	\$316.00
3.4	Hydrostatic Test - Private Fire Service System	Minimum inspection/test base fee	\$316.00
3.4b		Fee includes one (1) hour on-site test time Each additional inspection, per hour	\$316.00
3.5	Water Flow Information (office only, no field test required)	Fee for water flow information (Fire District information must be current within 6 months)	\$158.00
3.6	Water Flow Information Field Test	Minimum field test base fee	\$632.00
3.6b		Fee includes field test for available fire flow for Hydrant and Fire Sprinkler Systems Additional or multiple flow tests, per 1/2 hour	\$158.00
3.7	Rural Water Supply	Minimum plan review base fee of tank and underground piping Fee includes one (1) hour plan review and one (1) visual inspection	\$632.00
3.7b		Each additional inspection, per hour	\$316.00
16.1		Re-submittals or revisions	\$316.00
17.1		Additional plan review time, per half hour	\$158.00
3.7e		Rural water supply flush	\$316.00
Building Construction - New Buildings and Tenant Improvements			
4.1	New Construction or Building Additions Plan Review	Minimum plan review base fee	\$948.00
4.1a		Plus \$.07 per square foot in excess of 2,000 sq. ft.	\$.07 / sq. ft.
4.1b		Fee includes two (2) hours plan review and one (1) field inspection Additional inspections, per hour	\$316.00
16.1		Re-submittals or revisions	\$316.00
17.1		Additional plan review time, per half hour	\$158.00
4.2	Tenant Improvement Plan Review (for building additions see 4.1)	Minimum plan review base fee	\$632.00
4.2a		Plus \$.07 per square foot in excess of 2,000 sq. ft.	\$.07 / sq. ft.
4.2b		Fee includes one (1) hour plan review and one (1) field inspection Additional inspections, per hour	\$316.00
16.1		Re-submittals or revisions	\$316.00
17.1		Additional plan review time, per half hour	\$158.00
Fire Protection Systems			
5.1	Tenant Improvement Fire Sprinklers (without calculations)	Minimum plan review base fee	\$632.00
5.1a		Plus \$.50 per head in excess of 10 heads	\$.50
5.1b		Fee includes one (1) hour plan review and one (1) field inspection Each additional inspection (e.g., weld-o-let, hydro, visual, etc.), per hour	\$316.00
16.1		Re-submittals or revisions	\$316.00
17.1		Additional plan review time, per half hour	\$158.00

Section Number	PLAN REVIEW	Fee
Fire Protection Systems (con'd)		
5.2 5.2a 5.2b 16.1 17.1	Tenant Improvement Fire Sprinklers (with calculations) Minimum plan review base fee Plus \$.50 per head in excess of 10 heads Fee includes 1.5 hours plan review and one (1) field inspection Each additional inspection (e.g., weld-o-let, hydro, visual, etc.), per hour Re-submittals or revisions Additional plan review time, per half hour	\$790.00 \$.50 \$316.00 \$316.00 \$158.00
5.3 5.3a 5.3b 16.1 17.1	New Commercial Fire Sprinkler System (13 and 13 R systems) Minimum plan review base fee per riser Plus \$.50 per sprinkler head Fee includes two (2) hours plan review and two (2) field inspections Each additional inspection (e.g., weld-o-let, hydro, visual, etc.), per hour Re-submittals or revisions Additional plan review time, per half hour	\$1,264.00 \$.50 \$316.00 \$316.00 \$158.00
5.4 5.4b 16.1 17.1	Residential Fire Sprinkler System (single family home) Minimum plan review base fee Fee includes one (1) hour plan review and one (1) water service flush, one (1) overhead hydro and one (1) final inspection Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$158.00
5.5 5.5a 5.5b 16.1 17.1	Residential Fire Sprinkler System (multiple homes) Minimum plan review base fee per model For model only - Fee includes one (1) hour plan review and one (1) water service flush, one (1) overhead hydro and one (1) final inspection Each additional lot (flush, hydrostatic test and final) Each additional inspection, per hour (i.e. models, individual homes) Re-submittals or revisions Additional plan review time, per half hour	\$790.00 \$474.00 \$316.00 \$316.00 \$158.00
5.6 5.6b 16.1 17.1	Standpipe System Minimum plan review base fee Fee includes plan review and one (1) field inspection Each additional inspection (e.g., hydro, flush, flow test, etc.), per hour Re-submittals or revisions Additional plan review time, per half hour	\$948.00 \$316.00 \$316.00 \$158.00
5.7 5.7b 16.1 17.1	Spray Booth (includes booth and fire extinguishing system) Minimum plan review base fee Fee includes two (2) hours plan review and one (1) field Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$158.00
5.8 5.8b 16.1 17.1	Pre-Action Fire Suppression System Minimum plan review base fee Fee includes one (1) hour plan review and two (2) field inspections *(Does not include fire alarm review - see Section 6.1) Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$948.00 \$316.00 \$316.00 \$158.00

Section Number	PLAN REVIEW	Fee
Fire Protection System (cont.)		
5.9 5.9a 5.9b 16.1 17.1	Fixed Fire Suppression System- (wet/dry chem, water mist, etc.) Minimum plan review base fee Each additional separate system at same location Fee includes plan review and one (1) field inspection Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$316.00 \$158.00
5.10 5.10b 16.1 17.1	Clean Agent Fire Suppression System Minimum plan review base fee Fee includes one (1) hour plan review and up to three (3) hours of inspection time *(Does not include fire alarm review - see Section 6.1) Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$1,264.00 \$316.00 \$316.00 \$158.00
5.11 5.11b 16.1 17.1	Fire Pump Installation Minimum plan review base fee Fee includes two (2) hours plan review and up to (5) hours of field inspection time *(Does not include review of generator or separate fuel storage tank) Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$2,212.00 \$316.00 \$316.00 \$158.00
5.12 5.12a 5.12b 16.1 17.1	Commercial Cooking (Hood and Duct) Fire Suppression System Minimum plan review base fee Each additional system review Fee includes one (1) hour plan review and one (1) hour of inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$316.00 \$158.00
5.13 5.13b 16.1 17.1	Smoke and Heat Vents Minimum plan review base fee Fee includes one (1) hour plan review and one (1) hour of inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$158.00
5.14 5.14b 16.1 17.1	Smoke Management/Control System Minimum plan review base fee Fee includes three (3) hours plan review and up to four (4) hours of field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$2,212.00 \$316.00 \$316.00 \$158.00
5.15 5.15b 16.1 17.1	Explosion Control (includes: vents, dust collection, etc.) Minimum plan review base fee Fee includes two (2) hours plan review and up to two (2) hours field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$1,264.00 \$316.00 \$316.00 \$158.00

Section Number	PLAN REVIEW	Fee
Fire Alarm System		
6.1 6.1a 6.1b 16.1 17.1 6.1e	Fire Alarm System Minimum plan review base fee Plus \$10.00 per initiating and notification device Fee includes two (2) hours plan review and up to one (1) hour of field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour Pre-wire inspections, per hour	\$790.00 \$10.00/device \$316.00 \$316.00 \$158.00 \$316.00
6.2 6.2b 16.1 17.1	Dedicated Function Fire Alarm System (i.e. sprinkler monitoring, elevator recall, etc.) Minimum plan review base fee Fee includes one (1) hour plan review and one (1) hour of field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$158.00
6.3 6.3b 16.1 17.1	Fire Alarm Panel Replacement Only Minimum plan review base fee Fee includes one (1) hour plan review and up to one (1) hour of field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$158.00
6.4 6.4a 6.4b 16.1 17.1 6.4e	High-Rise Fire Alarm (new and/or system upgrade) Minimum plan review base fee Plus \$10.00 per initiating and notification device Fee includes four (4) hours plan review and up to four (4) hours of field inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour Each pre-wire inspection, where required	\$2,536.00 \$10.00/device \$316.00 \$316.00 \$158.00 \$316.00
Flammable and Combustible Liquids Under/Aboveground Tanks-Piping-Dispensing		
7.1 16.1 17.1	Install Underground Tanks Minimum plan review base fee Fee includes one (1) hour plan review of tank location and one (1) hour of site inspection time Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$158.00
7.2 7.2b	Remove Underground/Above-Ground Tank Minimum plan review base fee Fee includes one (1) hour plan review and two (2) hours of inspection/site time Each additional inspection, per hour	\$948.00 \$316.00
7.3 7.3a 7.3b 16.1 17.1	Install Aboveground Tank Minimum plan review base fee Each additional tank Fee includes one (1) hour plan review and one (1) hour of site inspection time Each additional inspection, per hour Re-submittals or revisions Additional plan review time, per half hour	\$632.00 \$316.00 \$316.00 \$316.00 \$158.00

Section Number	PLAN REVIEW	Fee
7.4	Abandon Underground Tank in Place	Minimum plan review base fee \$948.00
7.4b	Fee includes one (1) hour plan review and two (2) hours of inspection/site time Each additional inspection/stand-by time, per hour	\$316.00
7.5	Environmental Upgrade (vapor recovery and processing systems, spill control, secondary containment and environmental agency requirements)	Minimum plan review base fee \$632.00
7.5b	Fee includes one (1) hour plan review and one (1) hour of inspection time Each additional inspection, per hour	\$316.00
7.5c	Re-submittals or revisions	\$316.00
7.5d	Additional plan review time, per half hour	\$158.00
7.6	Apply Interior Coating to Flammable Liquid Tanks	Minimum plan review base fee \$948.00
7.6b	Fee includes one (1) hour plan review and two (2) hours of inspection/site time Each additional inspection/stand-by time per hour	\$316.00
Compressed Gas Systems: LPG-CNG - Medical-Cryogenics		
8.1	Container Exchange Programs; LPG Tank Installation Without Dispensing	Minimum plan review base fee \$632.00
8.1b	Fee includes one (1) hour plan review and one (1) hour of site inspection time Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
8.2	LPG-CNG-Hydrogen (Tank Install and/or Dispensing)	Minimum plan review base fee \$948.00
8.2b	Fee includes 1.5 hours of plan review and two (2) hours of site inspection time Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
8.3	Medical or Compressed Gas Systems	Minimum plan review base fee \$948.00
8.3b	Fee includes 1.5 hours plan review and two (2) site inspections Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
8.4	Cryogenics Fixed Installation	Minimum plan review base fee \$948.00
8.4b	Fee includes 1.5 hours plan review and two (2) site inspections Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
8.5	Compressed Gas Storage	Minimum plan review base fee \$632.00
8.5b	Fee includes one (1) hour plan review and one (1) field inspection Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00

Section Number	PLAN REVIEW	Fee
Special Hazards - Hazardous Materials		
9.1	Battery Systems	Minimum plan review base fee \$632.00
9.1b	Fee includes one (1) hour plan review and one (1) field inspection	
16.1	Each additional inspection, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00
9.2	Dust Collection Systems	Minimum plan review base fee \$790.00
9.2b	Fee includes one (1) hour plan review and two (2) site inspections	
16.1	Each additional inspection, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00
9.3	Explosives Storage	Minimum plan review base fee \$1,264.00
9.3b	Fee includes two (2) hours plan review and two (2) site inspections	
16.1	Each additional inspection, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00
9.4	Hazardous Materials Compliance review	Minimum review of MSDS, HMMP and/or HMIS submittals \$316.00
17.1	Fee includes one (1) hour of review time	
	Additional plan review time, per half hour	\$158.00
9.5	Hazardous Materials - Storage - Dispensing - Open/Closed Systems	Minimum plan review base fee \$1,264.00
9.5a	Fee includes two (2) hours plan review and two (2) site inspections	
9.5b	Each additional system plan review, minimum two (2) hours	\$632.00
16.1	Each additional inspection, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00
9.6	Mechanical Refrigeration Systems	Minimum plan review base fee \$948.00
9.6b	Fee includes one (1) hour plan review and two (2) field inspections	
16.1	Each additional inspection, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00
High-Pile Rack Storage Systems		
10.1	High-Pile or Rack Storage	Minimum plan review base fee \$948.00
10.1b	Fee includes 1.5 hours of plan review and 1.5 hours of site inspection time	
16.1	Additional field inspection time, per hour	\$316.00
17.1	Re-submittals or revisions	\$316.00
	Additional plan review time, per half hour	\$158.00

Section Number	PLAN REVIEW	Fee
Temporary Access Roads & Water Supply		
11.1	Install a Temporary Access Road – Residential and Commercial	
11.1a	Minimum plan review base fee for one and two homes	\$316.00
	Minimum plan review for large developments and commercial projects	\$632.00
	Fee includes one (1) hour of plan review and one (1) field inspection	
11.1b	Each additional inspection per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
12.1	Install a Temporary Water Supply System	
	Minimum plan review base fee	\$632.00
	Fee includes one (1) hour plan review and one (1) hour field inspection	
12.1b	Each additional inspection per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
Miscellaneous Submittals - Alternative Means and Methods		
	Miscellaneous Submittals or Plans Review	
	Plans or submittals not described elsewhere	
13.1	Minimum plan review base fees up to two (2) hours	\$632.00
13.1a	Additional plan review time will be charged on hourly basis	\$316.00
	Fee includes one (1) hour plan review and one (1) field inspection	
13.1b	Each additional inspection, per hour	\$316.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00
13.2	Alternative Means and Methods Requests or Code Interpretation Review	
	Minimum review base fee	\$632.00
	Fee includes two (2) hours of plan review/consultation time	
17.1	Additional plan review time, per half hour	\$158.00
13.3	Expedite Plan Review Requests and Reviews Expedited as a Result of Working <i>without</i> Approved Plans	
	Working without approved plans - Minimum plan review fees (overtime), two (2) hours <i>plus applicable plan review fees</i>	\$632.00
13.3a	(Additional plan review time, per hour)	\$316.00
13.4	Expedited Plans - reviewed after normal business hours, two (2) hours minimum	\$632.00
13.4a	(Additional plan review time, per hour)	\$316.00
13.5	All revisions will be performed on an expedited/overtime basis at \$316.00 per hour with a two- hour minimum <u>Total fees assessed will be the sum of all applicable plan review fees including expedite/overtime fees</u>	
13.6	Demolition Permit Pursuant to Chapter 14, CFC	\$316.00
Copies, Microfilm, Instructional		
14.1	Photocopies	
	Minimum fee per page; letter or legal size	\$0.20
14.2	Microfilm, Laser Fiche Retrieval	
14.2a	Minimum fee per ¼ hour per review	\$11.00
	Plus \$.20 per page	\$0.20

Section Number	PLAN REVIEW	Fee
14.3 14.3a	Copies of Photos \$11.00 per ¼ hour <i>Plus the actual cost of photos</i>	\$11.00
14.4 14.4b	Instructional Services Minimum instructional fee Fees include two (2) hours of instruction service during normal working hours Each additional hour	\$632.00 \$316.00
Additional Charges and Inspection Time		
15.1	Additional inspection time during normal business hours per half hour	\$158.00
15.2	Additional inspection time after normal business hours per hour	\$316.00
15.3	Overtime and weekend inspections Two (2) hour \$632.00 minimum fee	\$632.00
16.1	Re-submittals or revisions	\$316.00
17.1	Additional plan review time, per half hour	\$158.00

*Minimum review and inspection fees are based on \$316.00 per hour during normal business hours, unless otherwise noted.

*Normal business hours are between 0900hrs and 1700hrs, Monday - Friday.

*All overtime fees are assessed at \$316.00 per hour for a two-hour minimum, unless otherwise noted.

*Overtime rates apply to weekends, holidays, and all times outside normal business hours.

*Expedited plan reviews are conducted after normal business hours.

*Total fees assessed will be the sum of all applicable plan review fees including expedite/overtime fees.

*Revisions to previously submitted plans, including plans requiring re-submittal and/or client generated changes, will be assessed \$316.00 for each hour of plan review. Reviews conducted and requiring more than one hour of plan review time during normal business hours will be assessed \$158.00 per half hour.

Authority

Health & Safety: §§ 13114, 13131.5, 13143.2 (b, c, d, e), 13145, 13147, 13143.9,
13146 (a) (1) (b), (d), (e), 13862, 13869, 13869.7, 13875, 13916, 17921, 17951, 17962
Government Code § 6103.7, 6253 (b)
Fire District Ordinance: No. 2016-2
Title 19, CCR: § 1.12(a) & 3.28
California Fire Code: §101.1, 101.2, 101.10, 103.3.3.2.3, 105.1, 105.4, 901.2.2

NOTE: Fees waived for Non-Profit Agencies and Governmental Agencies



RODEO-HERCULES FIRE PROTECTION DISTRICT
FIRE PREVENTION BUREAU

RHFPD
ORDINANCE
2022 – 02
Date of Adoption
November 9, 2022

SUBJECT:

CODE ENFORCEMENT - FEE SCHEDULE

Exhibit 'B'

	Permit/	Fee
	MISCELLANEOUS PERMITS	
MS-1	Aerosol Products Permit to store, manufacture, or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight.	\$316.00
MS-2	Asbestos Removal Permit to conduct asbestos removal operations	\$316.00
MS-3	Automobile Wrecking or Dismantling Yard Permit to operate an automobile wrecking or dismantling yard.	\$632.00
MS-4	Battery Storage Permit to operate stationary lead-acid battery systems having a liquid capacity of more than 50 gallons	\$316.00
MS-5	Cellulos Nitrate Permit for the storage, use or handling in a public assembly.	\$474.00
MS-6	Change of Occupancy/Site Inspection/Miscellaneous Inspection Site, miscellaneous or requested inspection for the change of occupancy including but not limited to: Inspections conducted when required by Building Official, Planning, or other Governmental agency and where not elsewhere listed. <i>Provides 1/4 hour of site/inspection time</i>	\$395.00
MS-7	Christmas Tree Sales Permit to operate a Christmas Tree lot	\$553.00
MS-8.1 MS-8.2	Combustible Dust Production Permit to operate facility with combustible dust operations (i.e., cabinet shops, milling & fiberglass cutting/forming operations, etc...) Less than 2500 sq. ft. More than 2500 sq. ft.	\$316.00 \$632.00
MS-9	Combustible Fibers Permit for storage/handling of combustible fibers in excess of 100 cu. Ft.	\$632.00
MS-10	Compressed Gas Permit for storage/use/handling of compressed gas in excess of amounts in Table 105.5.9 of the CFC.	\$395.00

SUBJECT: CODE ENFORCEMENT - FEE SCHEDULE (Ord. 2022-02)

MS-11	Covered Mall Permit for the placement/installation of displays, concession equipment, displays of highly combustible goods, liquid or gas-fired equipment and the use of open-flame equipment in the mall. (i.e., auto displays, etc...)	\$ 395.00
MS-12	Cryogenics Permit to produce, store, transport on site, use, handle, or dispense cryogenic fluids in excess of the amounts listed in Table 105.5.11 of the CFC.	\$ 395.00
MS-13	Cutting, Welding and Hot Works Permit to conduct welding, cutting and similar operations using electric or gas equipment.	\$ 395.00
MS-14	Dry Cleaning Permit to engage in dry cleaning operations or to change to a more hazardous cleaning solvent in existing dry-cleaning equipment.	\$ 395.00
MS-15	Fire Hydrant- Private Permit to remove from service or the operation of a private fire hydrant. A change to existing hydrant systems requires plan review and approval. (Refer to Engineering fee schedule for appropriate fees).	\$ 316.00
MS-16	Floor Finishing Permit to use Class I or Class II liquids for the refinishing of floorings in excess of 350 sq. ft.	\$395.00
MS-17	Fumigation and Thermal Fogging Permit to operate a business of fumigation or thermal insecticidal fogging and to maintain a room, vault, or chamber in which a toxic or flammable fumigant is used.	N/C
MS-18.1 MS-18.2	High-Piled Storage Permit to use a building or portion thereof for high-pile storage: In excess of 500 square feet and up to 5,000 sq. ft. More than 5,000 sq. ft.	\$632.00 \$948.00
MS-19	Industrial Oven Permit to operate an industrial oven.	\$632.00
MS-20	Lumber Yard Permit for the storage or processing of lumber exceeding 100,000 board feet.	\$632.00
MS-21	Magnesium Permit to melt, heat, cast, or grind more than 10 lbs.	\$474.00

MS-22	Miscellaneous Combustible Storage Permit to store in any building or upon any premises in excess of 2,500 cu. Ft. gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork, wood or plastic pallets, or similar combustible materials.	\$ 632.00
MS-23.1 MS-23.2	Model Rockets Permit to operate/launch motorized rockets (½ hour minimum site inspection)	\$316.00 \$158.00
MS-24	Pyroxylin Plastics Permit for the storage and handling of more than 25 lbs. of cellulose nitrate.	\$316.00
MS-25	Refrigeration Equipment Permit to operate a mechanical refrigeration unit or system.	\$474.00
MS-26	Rooftop Heliport Permit to operate a rooftop heliport.	\$316.00
MS-27.1 MS-27.2	Smoke-Control Systems Test To conduct smoke-control testing for atriums, malls or other enclosed occupancies. First hour Each additional ½ hour	\$316.00 \$158.00
MS-28	Spraying or Dipping Permit to conduct spraying or dipping operations utilizing flammable or combustible liquids or the application of combustible powder.	\$395.00
MS-29	Tire Storage (new) Permit to store tires in excess of 1,000 cubic feet inside buildings (per Chapter 34 of the CFC).	\$395.00
MS-30	Tire Storage and Scrap Tires Permit to establish, conduct or maintain storage of: scrap tires and tire by-products in excess of 2,500 cubic feet of total volume of scrap tires and indoor storage of tires or tire by-products	\$553.00
MS-31	Tire Rebuilding Plant Permit to operate and maintain a tire rebuilding plant.	\$632.00
MS-32	Waste Handling Facility Permit to operate a waste handling facility including: processing and storage of recycled paper, hazardous chemicals, etc.	\$553.00
MS-33	Wood Products Permit to store chips, hogged material, lumber, or plywood in excess of 200 cu. ft.	\$632.00
MS-34	Third or Non-Compliant Inspections Inspection fees for third and/or non-compliant inspections will be assessed at \$316.00 per hour.	\$316.00

LIQUID PETROLEUM GAS (LPG)		
	LPG	
LG-1.1	Permit for the exchange of cylinders only - no refilling	\$316.00
LG-1.2	Permit to dispense, store, and use LPG.	\$395.00
LG-1.3	To operate a plant/facility of 5,000 sq. ft. or less	\$632.00
LG-1.4	Each additional 10,000 sq. ft. or fraction thereof.	\$632.00
OUTSIDE EVENTS		
	Carnival	
	Permit to operate a carnival.	
OE-1.1	Inspections conducted during normal work hours (1.25 hrs. minimum)	\$395.00
OE-1.2	Additional inspection time during normal business hours per ½ hour	\$158.00
OE-1.3	Additional inspection time after normal business hours, per hour	\$316.00
	<i>Overtime and weekend inspections:</i>	
OE-1.4	Two-hour minimum fee	\$632.00
	Fair, Festival, Exhibition	
	Permit to operate a Fair, Street Fair, Festival or Exhibition.	
OE-2.1	Inspections conducted during normal work hours (1.25 hrs minimum)	\$395.00
OE-2.2	Additional inspection time during normal business hours, per ½ hour	\$158.00
OE-2.3	Additional inspection time after normal business hours, per hour	\$316.00
	<i>Overtime and weekend inspections:</i>	
OE-2.4	Two-hour minimum fee	\$632.00
TENTS, BOOTHS AND CANOPIES		
	Tents & Canopies	
	Permit to operate an air-supported or temporary membrane structure including tents and canopies:	
TN-1.1	Tents 201 sq/ft to 499 sq/ft	\$158.00
TN-1.2	Canopies or Tents 500 sq/ft. to 5000 sq/ft	\$316.00
TN-1.3	Tents greater than 5000 sq/ft	\$474.00
TN-1.4	Inspections during normal work hours only	
TN-1.5	Additional inspection time during normal business hours, per ½ hour	\$158.00
TN1.6	Additional inspection time after normal business hours, per hour	\$316.00
	<i>Overtime and weekend inspections:</i>	
TN-1.7	Two-hour minimum fee	\$632.00
	Extended Period of Use	
TN-2	Permit to extend the use of a tent, canopy or air-supported structure for an additional 180 days. (1 Extension of use per structure)	\$316.00

EXPLOSIVES		
	Explosives Permit to manufacture, store, handle, sell or the use of any quantity of explosives or explosive materials. (For permits regarding fireworks or pyrotechnic special effects refer to FW-1&FW-2)	
EX-1.1	Up to 100 lbs	\$553.00
EX-1.2	In excess of 100 lbs	\$948.00
	Gunpowder Sales Permit for the resale of gunpowder (inspection fees not included. Requires FC-15b.3)	
EX-2.1	Up to 100 lbs.	\$2.00
EX-2.2	Over 100 lbs.	\$10.00
EX-2.3	Inspection time assessed, per½ hour.	\$158.00
	Model Rockets Motors (sales) Permit for the retail sales of model rockets.	
EX-3		\$158.00
FIREWORKS		
	Fireworks Theatrical or Set Piece Permit to use fireworks, pyrotechnics inside. Inspections during normal work hours (2 hrs. minimum)	
FW-1.1		\$632
FW-1.2	Additional inspection time during normal business hours, per½ hour	\$158
FW-1.3	Additional inspection time after normal business hours, per hour	\$316
	Overtime and weekend inspections:	
FW-1.4	Two-hour minimum fee	\$632
	Fireworks Aerial Display Permit to use fireworks, pyrotechnics outside. Inspections during normal work hours (2.5 hr. minimum)	
FW-2.1		\$790.00
FW-2.2	Additional inspection time during normal business hours, per½ hour	\$158.00
FW-2.3	Additional inspection time after normal business hours, per hour	\$316.00
	Overtime and weekend inspections:	
FW-2.4	Three-hour minimum fee	\$948.00
FLAMMABLE AND COMBUSTIBLE LIQUIDS		
	Flammable/Combustible Liquids - Storage or Use Permit to store, handle or the use of:	
FL-1.1	Class I liquids in excess of 5 gallons - <u>Inside</u>	\$395.00
FL-1.2	Class I liquids in excess of 10 gallons - <u>Outside</u>	\$632.00
FL-1.3	Class II or Class III A liquids in excess of 25 gallons- <u>Inside</u>	\$395.00
FL-1.4	Class II or Class III A liquids in excess of 60 gallons - <u>Outside</u>	\$395.00
	Flammable/Combustible Liquids - (removal) Permit to remove flammable or Class II combustible liquids from underground tanks by means other than an approved fixed pump	
FL-2		\$395.00

FL-3	Flammable/Combustible Liquids/Plants Permit to operate tank vehicles, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, or used.	\$553.00
FL-4	Flammable/Combustible Liquids - Out of Service Tank Permit to place temporarily out of service (for more than 90 days) an underground, protected above-ground (vaulted) or aboveground flammable or combustible liquid tank.	\$790.00
FL-5	Flammable/Combustible Liquids - Change of Contents Permit to change contents stored in a flammable or combustible liquid tank which poses a greater hazard.	\$395.00
FL-6	Flammable/Combustible Liquids – Manufacture Permit to manufacture, process, blend, or refine flammable or combustible liquids.	\$553.00
HAZARDOUS MATERIALS		
HZ-1.1	Hazardous Materials Permit to store, transport on site, dispense, use or handle hazardous materials in amounts in excess of Table 105.5.22 (CFC) 1-5 Products	\$316.00
HZ-1.2	5-10 Products	\$790.00
HZ-1.3	11 or more Products	\$1580.00
EX-2.3	Semi-conductor Fabrication-Group H-5 Facility Permit to store, handle or use hazardous production materials.	\$1580.00
	Model Rockets Motors (sales)	
ENGINE OR MOTOR VEHICLE REPAIR FACILITIES		
EN-1	Aviation Facilities Permit to use Group-H or Group-S occupancies for aircraft servicing or the repair of aircraft, including aircraft fuel-servicing vehicles. Does not include permits for hot works, flammable/combustible spraying operations or hazardous materials.	\$553.00
EN-2.1	Repair Garage Permit to operate an engine or motor vehicle repair garage including: automotive, marine and similar fueled apparatus. 1 -4 repair bays	\$395.00
EN-2.2	5 - 8 repair bays	\$474.00
EN-2.3	Greater than 8 repair bays	\$553.00
EN-3	Dispensing/fueling of Motor Vehicles Permit for the refueling of vehicles including: automobiles, marine apparatus/watercraft and fleet motor fuel- dispensing vehicles.	\$553.00

EN-4	Tank Vehicle Dispensing Permit for the fueling of motor vehicles at approved locations from a tank vehicle. Also includes the limited or temporary fueling operations for special events (i.e. the fueling or watercraft from shore, piers, floats, or barges)	\$553.00
PUBLIC ASSEMBLY		
PA-1.1 PA-1.2 PA-1.3 PA-1.4	Public Assemblies Permit to operate and maintain a place of assembly including places of worship, restaurants, dancehalls, etc. Occupancy load: 50-100 Occupancy load: 101-200 Occupancy load: 201-299 Occupancy load: 300 +	\$395.00 \$553.00 \$655.00 \$790.00
PA-2	Open Flames and Candles Permit for the use of open flames inside restaurants, public assemblies and/or drinking establishments	N/C
LICENSED CARE FACILITY		
LC-1.1 LC-1.2 LC-1.3 LC-1.4	24 HOURS Inspection of a 24-hour licensed care facility, including: Social Rehabilitation Facility, Residential Care Facility, Assisted Living, Residential Care Facility for the Elderly, Halfway Houses, Community Correction Centers, Re-entry Centers, Treatment Programs, Work Furlough, Alcoholism or Drug Abuse Recovery/Treatment Facility, Congregate Living Health Facility, Group Homes, Immediate Care Facility, and Infant Care Facility. Base Fee. Plus \$ 4.00 per unit/occupant. Inspection of a 24-hour Infant Care Facility for children 2 ½ years of age and younger. Base Fee. \$ 316.00 Plus \$ 4.00 per unit/occupant.	\$316.00 \$4.00 \$316.00 \$4.00
LC-2.1 LC-2.1a LC-2.2 LC-2.2a LC-2.3 LC-2.4 LC-2.5	LESS THAN 24 HOURS (occupant load greater than six) Permit to operate a facility such as: Adult Day Care, Adult Day Support Center, Child Day Care, Infant Day Care, Large Family Day Care Home Adult or Day Care Facility (non-amb) Plus \$4.00 per unit/occupant Adult or Child Large Family Day Care Plus \$4.00 per unit/occupant Adult or Child Day Care Center Plus \$4.00 per unit/occupant Licensed Clinic	\$316.00 \$4.00 \$316.00 \$4.00 \$316.00 \$4.00 \$316.00

SCHOOLS		
	School (E occupancy) To operate and maintain a school	
SC-1.1	Occupant load less than 50	\$395.00
SC-1.2	Occupant load 50-149	\$632.00
SC-1.3	Occupant load 150-499	\$632.00
SC-1.4	Occupant load 500 or greater	\$948.00
HIGH-RISE/MID-RISE - FIRE & LIFE SYSTEM SAFETY		
	High Rise	
HR-1	Inspection of a High-Rise building (State certification inspection) Pre-1974.	\$2,528.00
	High Rise	
HR-2.1	Inspection of a Hi-Rise building (State certification inspection) Post-1974.	\$632.00
HR-2.2	Plus \$.006 per sq. ft.	\$.006/sq.ft.
	Mid-Rise	
	Inspection and test of life safety systems (e.g., smoke management), including where such systems are installed in lieu of fire department access or when required for the mitigation of other life safety issues or requirements.	\$632.00
HR-3.1		
HR-3.2	Plus \$.006 per sq. ft.	\$.006/sq.ft.
HOSPITALS – INSTITUTION/JAILS		
	Inspection of Hospitals (medical, surgical, and psychiatric) and Nursing Homes	\$632.00
IN-1.1		
IN-1.2	Plus \$ 4.00 per patient/bed.	\$4.00
IN-1.3	Inspection of Out-Patient Clinics with more than 5 patients.	\$316.00
IN-1.4	Plus \$ 4.00 per unit/occupant.	\$4.00
	Inspection of police services facilities and DOJ review (includes the approval of Evacuation & Life Safety Procedures).	
IN-1.5	Base fee	\$316.00
	Inspection of adult and/or juvenile detention facilities.	
IN-1.6	Base fee	\$948.00

MULTI-RESIDENTIAL (hotels, motels, apartments, condominiums)		
	Motel/Hotel	
MR-1.1	Inspection of a hotel or motel.	\$474.00
MR-1.2	Plus \$ 4.00 per unit.	\$4.00/unit
	Apartments/Condominiums	
MR-1.3	Inspection of apartments or condominiums, three stories or more.	\$474.00
MR-1.4	Plus \$ 4.00 per unit.	\$4.00/unit
	Inspection of apartments or condominiums, less than three stories.	
MR-1.5	3 – 12 units, base fee.	\$115.00
MR-1.6	13 -30 units, base fee.	\$158.00
MR-1.7	Plus \$ 3.00 per unit.	\$3.00/unit
MR-1.8	31 or more units, base fee.	\$158.00
MR-1.9	Plus \$ 4.00 per unit.	\$4.00/unit
BURNING PERMIT		
	Agricultural Burn Permit -BAAQMD 5-401.1	
BP-1.1	Range Management.	\$158.00
BP-1.2	Open Burning: Recreational-Bonfire Permit.	\$316.00
BP-1.3	Religious Service Burn Permit.	N/C
GROUP B/M OCCUPANCY INSPECTIONS		
SI-1.1	Inspection of Group B/M Occupancy. (1/2 hour of inspection time)	\$158.00
SI-1.2	Additional inspection time, per 1/2 hour.	\$158.00
FALSE ALARMS		
	Nuisance (Repeated) False Alarms	
FA-1	Engine company response, after three (3) reported false alarms within a 180-day period. Includes: alarm sounding, water-flow alarms, and smoke or heat detectors.	\$457.00
HOURLY INSPECTION – OVERTIME -INSTRUCTIONAL RATES		
OT-1.1	Additional inspection or instructional time during normal business hours, per half hour.	\$158.00
OT-1.2	Additional inspection time or instructional time after normal business hours, per hour.	\$316.00
OT-1.3	Overtime and weekend inspections: Two hour minimum fee.	\$632.00
COPY SERVICES		

	Photocopies	
CO-1.1	Letter or legal size, per page.	\$.20/page
	Laserfiche Retrieval	
CO-1.2	Minimum fee, provides ¼ hour.	\$11.00
CO-1.3	Additional time, per ¼ hour.	\$11.00
CO-1.4	Plus \$.20 per page.	\$.20/page
	Copies of Photos	
CO-1.5	Fee, per ¼ hour.	\$11.00
CO-1.6	Plus actual cost of photos.	

- **Inspection fees are based on \$316.00 per hour during normal business hours.**
- **Normal business hours are between 0900hrs and 1700hrs, Monday – Friday.**
- **Inspection and/or permit fees will be assessed at the time of the primary inspection.**
- **All inspection/permit fees include one (1) primary and one (1) re-inspection, unless otherwise noted.**
- **Occupancies requiring three (3) or more inspections for compliance will be assessed an additional \$316.00 fee for each inspection.**

Authority

Health & Safety Code: §§ 12101, 12640, 13109, 13113, 13116, 13131.5, 13143.2 (b), (c), (d), (e), 13143.9, 13145, 13146(a)(1)(b), (c), (e), 13146.1, 13146.2 (a), (b), 13146.3, 13916, 13235, 13862, 13869, 13869.7, 13875, 13874, 17921, 17948, 17962

Government Code: §§ 6103.7, 6253(b)

California Fire Code: §§ 101.1, 101.2, 103.1, 103.2, 103.3, 105.1, 105.4, 901.2

Title 19, CCR: §§ 1.12, 3.28, 982, 1565.1, 1033, 1034, and 1035.

Fire District Ordinance No. 2019-37.

FIRE PREVENTION BUREAU INSPECTION FEES
(Supporting Facts for Fire Prevention Bureau Inspection Fee Schedule)
Attachment 1

Positions assigned to the Fire Prevention Inspection Bureau:

Fire Marshal/Inspector
 Captain
 Engineer
 Firefighter
 Contracted prevention consultant

Productive Hourly Rate

Fire Marshal/Inspector

Monthly Salary & Benefits Cost		
Annual Salary & Benefits Cost	\$	-
Hourly Costs (2080 hours per year)	\$	80.00
(Hourly Rate)		\$ 80.00

Captain

Monthly Salary & Benefits Cost	\$	32,681.45
Annual Salary & Benefits Cost	\$	392,177.38
Hourly Costs (2912 hours per year)	\$	134.68
(Hourly Rate)		\$ 134.68

Engineer

Monthly Salary & Benefits Cost	\$	28,695.21
Annual Salary & Benefits Cost	\$	344,342.54
Hourly Costs (2912 hours per year)	\$	118.25
(Hourly Rate)		\$ 118.25

Firefighter

Monthly Salary & Benefits Cost	\$	24,059.04
Annual Salary & Benefits Cost	\$	288,708.48
Hourly Costs (2912 hours per year)	\$	99.14
(Hourly Rate)		\$ 99.14

Contracted prevention consultant - CSG (hourly rates)

Senior Fire Inspector	\$	135.00	\$ 135.00
Fire Inspector	\$	120.00	\$ 120.00
			\$ 114.51

Fire Prevention Bureau Total Productive Hourly Rate **\$ 114.51**

Fire Prevention Logistical and Technical Overhead Costs **\$ 39.40**

Fire Prevention Bureau Admin Overhead Rate **\$ 66.01**

Fire Prevention Bureau Total Inspection Fee (per hour) **\$ 219.92**

Vehicle Rates (per hour)*

Type I/Quint	\$	173.47	
Type II	\$	163.55	
Type III	\$	156.74	
SUV	\$	17.45	(Added in to logistical and technical overhead as base rate)

*Per CalOES Rate Letter effective October 1, 2023

FIRE PREVENTION BUREAU PLAN REVIEW FEES
(Supporting Facts for Fire Prevention Bureau Inspection Fee Schedule)
Attachment 2

Positions assigned to the Fire Prevention Inspection Bureau:

Fire Marshal/Inspector

Captain

Engineer

Firefighter

Contracted prevention consultant

Productive Hourly Rate

Fire Marshal/Inspector

Monthly Salary & Benefits Cost

Annual Salary & Benefits Cost

Hourly Costs (2080 hours per year)

(Hourly Rate)

\$ -
\$ 80.00

\$ **80.00**

Contracted prevention consultant - CSG (hourly rates)

Senior Plan Review

\$ 135.00

\$ **135.00**

\$ **107.50**

Fire Prevention Bureau Total Productive Hourly Rate	\$ 107.50
Fire Prevention Bureau Admin Overhead Rate	\$ 66.01
Fire prevention Logistical and Technical Overhead Costs	\$ 39.40
Fire Prevention Bureau Total Inspection Fee Hourly Rate	\$ 212.91

Vehicle Rates (per hour)

SUV \$ 17.45 (Added in to logistical and technical overhead as base rate)

APPARATUS RESPONSE
(Supporting Facts for Apparatus Response Fees)
Attachment 3

		Productive Hourly Rate
<u>Battalion Chief (only if response required)</u>		
Monthly Salary & Benefits Cost	\$ 40,732.25	
Annual Salary & Benefits Cost	\$ 488,787.00	
Hourly Costs (2912 hours per year)	\$ 167.85	
(Hourly Rate)		\$ 167.85
Default to 1 Type I Quint Crew Response		
<u>Captain</u>		
Monthly Salary & Benefits Cost	\$ 32,681.45	
Annual Salary & Benefits Cost	\$ 392,177.38	
Hourly Costs (2912 hours per year)	\$ 134.68	
(Hourly Rate)		\$ 134.68
<u>Engineer</u>		
Monthly Salary & Benefits Cost	\$ 28,695.21	
Annual Salary & Benefits Cost	\$ 344,342.54	
Hourly Costs (2912 hours per year)	\$ 118.25	
(Hourly Rate)		\$ 118.25
<u>Firefighter</u>		
Monthly Salary & Benefits Cost	\$ 24,059.04	
Annual Salary & Benefits Cost	\$ 288,708.48	
Hourly Costs (2912 hours per year)	\$ 99.14	
(Hourly Rate)		\$ 99.14
		\$ 352.07
Single Crew Apparatus Response Hourly Personnel Rate Total		\$ 352.07
Fire Prevention Overhead Costs		\$ 195.42
Fire Prevention Bureau Admin Overhead Rate		\$ 66.01
TOTAL APPARATUS RESPONSE HOURLY DEFAULT RATE		\$ 613.50 *

Vehicle Rates (per hour)*

Type I/Quint	\$ 173.47	(Added in to logistical and technical overhead as base rate)
Type II	\$ 163.55	
Type III	\$ 156.74	
SUV	\$ 17.45	

*Per CalOES Rate Letter effective October 1, 2023

* reduced response will lower rate to actual costs incurred

Nuisance alarm will be billed at 20 minute intervals by default (\$203.00)

FIRE PREVENTION BUREAU FEES
(Supporting Facts for Fire Prevention Bureau Fee Schedule)
Attachment 4

Positions assigned to the Fire Prevention Bureau:

Fire Chief
 Fire Marshal
 Administrative Services Officer
 Administrative Assistant

Productive Hourly Rate

Fire Chief

Monthly Salary & Benefits Cost	\$ 40,122.45	
Annual Salary & Benefits Cost	\$ 481,469.40	
Hourly Costs (2080 hours per year)	\$ 231.48	
(Hourly Rate-10% supervision)		\$ 23.15

Fire Prevention Administration-CSG Fire Marshal

Hourly Costs (200 hours per year(\$175/hr)	\$ 35,000.00	16.83
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Administrative Services Officer

Monthly Salary & Benefits Cost	\$ 16,944.00	
Annual Salary & Benefits Cost	\$ 203,328.00	
Hourly Costs (2080 hours per year)	\$ 97.75	
(Hourly Rate-5% supervision)		\$ 4.89

Administrative Assistant

Monthly Salary & Benefits Cost	\$ 12,218.92	
Annual Salary & Benefits Cost	\$ 146,627.04	
Hourly Costs (2080 hours per year)	\$ 70.49	
(Hourly Rate-30% supervision)		\$ 21.15

Fire Prevention Bureau Hourly Administrative Overhead **\$ 66.01**

Fire Prevention Bureau Hourly Logistical Overhead with Hourly SUV Rate **\$ 39.40**

Fire Prevention Bureau Total Overhead Rate **\$ 105.41**

FIRE PREVENTION BUREAU INSPECTION FEES
(Supporting Facts for Fire Prevention Bureau Inspection Fee Schedule)
Logistical/Technical Overhead Costs
Attachment 5

UTILITIES	\$ 23,367.00
SOFTWARE	\$ 9,450.00
Comcast/Sprint	\$ 1,108.00
Computers	\$ 10,500.00
Precision (50%)	\$ 1,223.00
TOTAL	\$ 45,648.00
Total/2080 hours	\$ 21.95 hr
SUV Vehicle Rate (per hour)	\$ 17.45
TOTAL	\$ 39.40

APPARATUS RESPONSE	
UTILITIES	\$ 23,367.00
SOFTWARE	\$ 9,450.00
Comcast/Sprint	\$ 1,108.00
Computers	\$ 10,500.00
Precision (50%)	\$ 1,223.00
TOTAL	\$ 45,648.00
Total/2080 hours	\$ 21.95 hr
Type 1/Quint Rate (per hour)	\$ 173.47
TOTAL	\$ 195.42

FIRE DEPARTMENT SURVEY
Attachment 6

	AGENCY	FEES*	
		PLAN REVIEW	INSPECTION
1	Albany Fire	\$ 165.00	\$ 165.00
2	El Cerrito	varies	\$ 131.00
3	Moraga-Orinda Fire Protection	\$ 136.00	\$ 136.00
4	Benicia Fire Department	\$ 279.76	\$ 160.60
5	Fairfield Fire Department	25% of permit fee	\$ 314.00
6	Berkeley Fire Department	\$ 392.00	\$ 392.00
7	San Ramon Valley Fire Protection District	\$ 342.00	\$ 342.00
8	Contra Costa County Fire Protection District	\$ 316.00	\$ 316.00
9	Richmond Fire Department	\$ 251.00	\$ 251.00
10	Hayward Fire Department	\$ 331.00	\$ 221.00
11	Vallejo Fire Department	25% of permit fee	\$ 164.00

Average Per Hour Costs

Plan Review: \$339 per hour**

Inspection: \$235.70 per hour***

*per hour unless otherwise stated

**Those jurisdictions surveyed that base their plan review on building valuation or charge additional fees are not included in the average costs, minimum hour requirements not considered

***Does not consider minimum hour requirements

RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: January 10, 2024

SUBJECT: Automatic Aid Agreement Crockett-Carquinez Fire Protection District

BACKGROUND

The Rodeo Hercules Fire Protection District (RHFPD) and the Crockett-Carquinez Fire Protection District (CCFPD) have the common power to provide fire, rescue, and emergency medical services within their respective boundaries. Both agencies believe it to be in the best interest of the public to provide aid to one another in a mutually agreed upon reciprocal manner. As a result, the districts began exchanging aid automatically based upon mutually agreed upon response matrix more than a decade ago. The attached agreement seeks to formalize the practice already in place.

PROPOSED AGREEMENT

Mutual aid (occurs only when requested, can be non-compensatory or reimbursable) and automatic aid (occurs automatically upon dispatch, typically reciprocal and non-compensatory) occur regionally and statewide on a regular and routine basis. While in practice the RHFPD and CCFPD presently exchange resources automatically, a formal agreement does not presently exist.

Under the agreement, the agencies will respond to emergency incidents occurring within the jurisdictional limits of the other district. The agreement authorizes each agency to provide automatic assistance for response to fires, medical emergencies, rescue extrication situations, and other types of emergency incidents that are within the standard scope of services provided by each agency.

The agencies agree to respond with their respective assigned fire department units on an automatic basis to the other jurisdiction in accordance with mutually agreed upon and established response matrices dependent upon the availability of resources. Each agency maintains responsibility and liability for its own equipment and personnel.

Nothing in the agreement limits the ability of either agency to agree to participate in other contracts for services, mutual and/or automatic aid or assistance.

The agreement has been reviewed and approved by RHPD counsel as to form and is undergoing final review by CCFPD counsel. Staff is requesting the Board approve the agreement pending non-substantive final comments/modifications by counsel.

RECOMMENDATION

Staff respectfully requests the Board of Directors approve the agreement for automatic aid between the Rodeo Hercules Fire Protection District and the Crockett-Carquinez Fire Protection District and authorize the Fire Chief to execute the agreement once finalized.

Attachments:

1. Agreement
2. Resolution

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT

This Automatic Aid Agreement (“Agreement”) is entered into as of _____ 2024 (the “Effective Date”), by and between the Rodeo-Hercules Fire Protection District (“RHFPD”) and the Crockett-Carquinez Fire Protection District (“CCFPD”), hereinafter referred to collectively as the ”Parties”, individually as Agency or Party, both districts existing as independent special districts under the laws of the State of California.

RECITALS

- A. The Parties have the common power to provide fire, rescue, and emergency medical services within their respective boundaries and desire jointly to exercise said power pursuant to the authority granted under the Fire Protection District Law (Health & Safety Code §13800, et seq.).
- B. It is the mutual desire of the parties hereto that the provisions of this Agreement shall supersede all previous agreements and all notices provided thereunder, including the Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting aid in connection with any incident that cannot be handled adequately by a Party.
- C. The Parties are geographically located in proximity to each other within Contra Costa County and border each other along Cummings Skyway, San Pablo Avenue, and Interstate 80.
- D. It is in the public interest to enter into a reciprocal agreement to provide automatic aid to areas along their respective mutual borders; and
- E. The Parties desire to augment the fire protection they provide within their jurisdictional boundaries.
- F. It is of mutual benefit to the Parties that if the services of each fire agency are, in some circumstances, extended outside the limits of each jurisdiction into the boundaries of the other, such that the parties desire to maximize the delivery of emergency services while minimizing the cost of delivering said services by responding with the appropriate nearest available apparatus necessary to protect life, property, and the environment.
- G. The Parties desire to enter into an automatic aid agreement where, under some circumstances, the Parties will respond to emergency incidents occurring within the jurisdictional limits of the other district.
- H. Automatic aid is feasible because of the proximity of both Districts including shared jurisdictional boundaries and the readily available access to each other via major thoroughfares.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and conditions identified herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Scope of Agreement. This Agreement authorizes each Party to provide automatic assistance to the other Party in responding to fires, medical emergencies, rescue and extraction situations, and other types

of emergency incidents that are within the standard scope of services provided by each Party. The Parties agree to respond with their respective assigned fire department units on an automatic basis to the other jurisdiction in accordance with established response matrices as agreed upon by both departments.

2. Resource Availability. The Parties understand and agree that a Party's automatic aid response to a request for aid depends upon existing emergencies or other extenuating conditions within its own jurisdiction and the availability of its resources.
3. Other Agreements. Nothing in this Agreement limits the ability of either Party from agreeing to participate in other contracts for services, mutual and/or automatic aid or assistance. Nothing in this agreement limits the ability of either Party from providing emergency assistance to another jurisdiction that is not a participant in this Agreement.
4. Non Compensatory. The agreement is reciprocal in nature and not compensatory. The agreement is meant to be generally balanced in the aid both given and received. It is specifically agreed that no charge for use of equipment or apparatus or personnel shall be made by either party hereto except for such costs that could be assigned to a responsible party as provided by law or superseding agreement. Notwithstanding agreements under the California Fire Assistance Agreement or other similar reimbursement-based agreements under which either participating party may seek reimbursement for qualified responses.
5. Ownership of Equipment. Each Party shall retain ownership of any equipment or property it brings in the performance of this Agreement. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, unless the damages or losses were caused by the willful misconduct or the negligent acts, errors, or omissions of the other Party or its officers, employees, or agents.
6. Administration of Agreement. For purposes of liaison and the administration of this Agreement, the Parties respective Chiefs are designated as the representative of the respective Parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.
7. No Express or Implied Agency. While performing work, services, or functions under this Agreement, each Party's officers, agents, and employees are not the officers, agents, or employees of the other Party to this Agreement, regardless of the nature and extent of the acts performed. Each Party shall be solely responsible for the actions of its respective officers, agents, and employees while performing work, services, or functions under this Agreement.
8. Worker's Compensation. Each Party shall be solely liable to provide workers' compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees, performing work, services, or functions under this Agreement, regardless of whether the other Party was directly or indirectly supervising the conduct of those persons. No Party shall assume any liability under workers' compensation laws or any other employers' liability laws on account of any work, service, or function performed by the other Party's officers, agents, or employees under this Agreement.

9. Indemnity. If it is determined by a court of law that the Rodeo-Hercules Fire District is liable for Damage, injury, or death, of or to any person or the property of any person, as a result of their negligence or willful misconduct in the performance of services described by this Agreement, RHFPD will indemnify the CCFPD for the portion of liability a court determines is directly attributable to the negligence of RHFPD, its governing body, officers, or employees. If it is determined by a court of law that the CCFPD is liable for damage injury, or death, of or to any person or the property of any person, as a result of its negligence or willful misconduct in the performance of services described by this Agreement, CCFPD will indemnify RHFPD for the portion of liability a court determines is directly attributable to the negligence of the CCFPD, its governing body, officers, or employees.
10. Notices. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following address and telephone numbers:
- The Rodeo Hercules Fire District:
1680 Refugio Valley Road
Hercules, CA 94547
Attn: Fire Chief
- The Crockett-Carquinez Fire District
746 Loring Avenue
Crockett, CA 94525
Attn: Fire Chief
11. Immunities. By entering into this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law.
12. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
13. Term and Termination. This Agreement shall become operational and effective upon the Effective Date. The Agreement shall remain in effect until terminated by either Party. Either Party may terminate the Agreement at any time by giving written notice to the other Party at least 60 days prior to the date of termination.
14. Mutual Aid. In all matters involving mutual aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Master Mutual Aid Agreement, and California Fire Assistance Agreement shall apply.
15. Miscellaneous. This Agreement may only be modified or amended in writing signed by both Parties. By signing below, each signatory affirms that it has the right and power to execute this Agreement. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement

was drafted by both parties, such that any rule regarding interpretation of this Agreement against either Party shall not be applied. This Agreement may be executed in counterparts, each executed copy effective as an original.

RODEO-HERCULES FIRE
PROTECTION DISTRICT

CROCKETT-CARQUINEZ FIRE
PROTECTION DISTRICT

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:

By: _____
District Counsel

By: _____
County Counsel

DRAFT

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE PROTECTION DISTRICT APPROVING AN AUTOMATIC AID AGREEMENT WITH CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to engage an automatic aid agreement with the Crockett-Carquinez Fire Protection District.

WHEREAS, it is of mutual benefit to the public and the Parties that if the services of each fire agency are, in some circumstances, extended outside the limits of each jurisdiction into the boundaries of the other, such that the parties desire to maximize the delivery of emergency services while minimizing the cost of delivering said services by responding with the appropriate nearest available apparatus necessary to aid the other to protect life, property, and the environment

WHEREAS, the Rodeo-Hercules Fire Protection District and the Crockett-Carquinez Fire Protection District have the common power to provide fire, rescue, and emergency medical services within their respective boundaries. Both Districts began exchanging reciprocal non-compensatory aid automatically based upon a mutually agreed upon response matrix over 15 years ago.

WHEREAS, the Rodeo-Hercules Fire Protection District and the Crockett-Carquinez Fire Protection District desire to formalize the current practice already in place, and the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute the Automatic Aid Agreement with Crockett-Carquinez Fire Protection District.

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 an Automatic Aid Agreement with Crockett-Carquinez Fire Protection District.

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

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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 January 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Bowman, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

Date: January 10, 2024
To: Board of Directors
From: Rebecca Ramirez, Interim Fire Chief
Subject: Grant Writing and Funding Advocacy Agreement and Budget Request

BACKGROUND

To provide external funding and in alignment with the Strategic Plan priorities, it would be a benefit to apply for grants that address needs associated with service delivery, necessary equipment, and capital infrastructure where the district otherwise would be required to utilize district revenues and fund reserves. Considering the existing duties and responsibilities of present staff, an augmentation of services is required to assist in the effort to obtain grants.

To support grant efforts, the Alternative Funding Ad hoc committee collaborated with staff to request and receive proposals for grant services. Proposals were received from California Consulting, Mountain Girl Grants, Townsend Public Affairs and Viriya Consulting (attached). All four companies were interviewed.

Based on the information received and after thorough deliberation, the Alternative Funding Ad Hoc and staff selected Townsend Public Affairs. While all the consultants had the ability to research, write, and manage grants, Townsend Public Affairs was chosen as they demonstrated outstanding professionalism, excellent communication, a superior ability to craft a strategic funding plan, conduct community outreach, pursue federal earmark opportunities, and provide funding advocacy.

FISCAL IMPACT

Staff is recommending a contract for grant services at a monthly rate of \$5,000 with a “not to exceed” limit of \$60,000 for 12 months and that the Fire Chief be authorized to execute a professional services agreement with Townsend Public Affairs for the described grant writing and funding advocacy services.

The requested funds were not previously identified or approved during the 2023/24 fiscal year budget process. An amendment and augmentation to the budget of \$30,000 from the fund balance would be required to approve the recommended contract and allocate funds for the remainder of this fiscal year. This contract would be awarded on a \$5,000 monthly basis with a not to exceed amount of \$60,000 for 12 months. The contract is month-to-month and allows the district to withdraw anytime during its 12-month period without financial penalty. It is anticipated that the grant awards received will offset the expenditure.

RECCOMENDATION

Staff recommends budget augmentation and appropriation of an additional \$30,000 from fund balance reserves and that the Board authorize the Fire Chief to execute an agreement for services with Townsend Public Affairs for grant writing and funding advocacy.

1. Townsend Public Affairs Grant Writing and Advocacy Agreement
2. Resolution 2024-02
3. California Consulting Proposal
4. Mountain Girls Grant Writing Agreement Proposal
5. Viriya Grant Services Proposal

TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

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NORTHERN CALIFORNIA • CENTRAL CALIFORNIA • SOUTHERN CALIFORNIA



**Contract for Grant Writing &
Funding Advocacy Services**

January 10, 2024

RHFD57

Company Overview



Company Overview: Results

TPA is the only firm that provides legislative advocacy AND grant funding services for clients in Sacramento AND Washington, DC



2.9B+

**Funds secured
for client projects**



100+

**Client bills
signed into law**

The TPA Advantage

TPA uses a collaborative approach to provide “the best of all worlds.”

- **Attention of a Small Firm:** Customized and focused customer service from a dedicated client manager as well as senior executives based in Sacramento and Washington, DC.
- **Strength of a Large Firm:** Extensive network of relationships and knowledge of public policy issues and grant funding opportunities from a large team of legislative advocates with the breadth and depth of lobbying experience not available at smaller firms.
- **Commitment of Senior Executives:** Active participation by the firm’s senior executives to develop strategy, engage top-level relationships, and personally ensure high-quality customer service.

Relevant Fire Safety Funding Wins (2021-2023)

CLIENT	PROGRAM AND PROJECT	AMOUNT AWARDED	YEAR
City of Fullerton	FEMA Assistance to Firefighters Grant: Operations and Safety	\$138,488	2023
Contra Costa County Fire Protection District	FEMA Fire Prevention and Safety (FP&S): Knox Box Replacement	\$341,996	2023
City of Kingsburg	State Budget Earmark: Fire Department Ladder Truck	\$350,000	2023
City of Monterey Park	State Budget Earmark: Fire Station Rehabilitation	\$2,000,000	2023
City of Tulare	State Budget Earmark: Tulare Fire Department Equipment	\$1,000,000	2023
Contra Costa County Fire Protection District	State Budget Earmark: Firefighter Peer Support & Crisis Referral Pilot Program	\$2,500,000	2023
Yosemite Community College District	Federal Budget Earmark: Modesto Junior College Regional Fire Training Facility Apparatuses and Props	\$2,000,000	2022
City of Santa Clara	Federal Budget Earmark: Fire Station Microgrid Project	\$500,000	2022
City of Dinuba	State Budget Earmark: Fire Department Equipment and Training	\$2,000,000	2022
City of Farmersville	State Budget Earmark: Fire Station Construction	\$7,000,000	2022
City of Merced	State Budget Earmark: Regional Fire Training Station, Phase 1	\$3,000,000	2022
City of Palo Alto	State Budget Earmark: Fire Station Replacement	\$5,200,000	2022
East Contra Costa Fire Protection District	Federal Budget Earmark: Fire Station 51 Improvements	\$1,500,000	2022
City of San Leandro	Department of Forestry and Fire Protection Urban Forestry Grant: Tree Resilient San Leandro Project	\$1,500,000	2022
Consumnes Community Services District	Firehouse Subs Grant Program: CPR Dummies	\$16,050	2022
East Contra Costa Fire Protection District	Department of Finance COVID-19 Fiscal Relief for Special Districts: COVID Reimbursements	\$24,296	2021
City of Costa Mesa	State Budget Earmark: Regional Fire and Rescue Facility	\$2,500,000	2021
City of Irvine	State Budget Earmark: Bommer Canyon Fire Prevention Efforts	\$1,000,000	2021
City of Fullerton	FEMA Assistance to Firefighters Grant Program: Operations and Safety	\$108,852	2021
City of Costa Mesa	FEMA Assistance to Firefighters Grant Program: Operations and Safety	\$664,194	2021
City of Brea	CalFire: Fire Prevention Grants Program: City of Brea Fire Prevention Project	\$436,462	2021
City of Farmersville	State Budget Earmark: Fire Engine Acquisition	\$750,000	2021

Questions?



Cori Takkinen
Vice President

CTakkinen@TownsendPA.com



Christine Rose
Senior Associate

CRose@TownsendPA.com



Sammi Maciel
Associate

SMaciel@TownsendPA.com

**CONSULTING SERVICES AGREEMENT BETWEEN
THE RODEO HERCULES FIRE PROTECTION DISTRICT AND
TOWNSEND PUBLIC AFFAIRS, INC
FOR
GRANT WRITING AND FUNDING ADVOCACY SERVICES**

THIS AGREEMENT for Grant Writing and Funding Advocacy services (“Agreement”) is made by and between the Rodeo Hercules Fire Protection District (“District”) and Townsend Public Affairs, Inc (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 20__ (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, incorporated herein by this reference, 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 _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to 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 and in the geographic area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement to the standards normally observed by a person practicing in Consultant’s profession.
- 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 an annual sum of \$60,000.00 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, unless waived by the Contract Administrator:

- 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 the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B, incorporated herein, and shall not exceed \$_____. Expenses not listed in Exhibit B are not chargeable to District. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 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 \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 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 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 \$2,000,000 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 Cyber Liability Insurance.

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential District information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Claims-Made Limitations. The following provisions shall apply if the cyber 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.

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

4.4.4 Submittal Requirements. To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 All Policies Requirements.

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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).

4.5.5 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.

4.5.6 Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

4.6 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, genetic information, marital status, gender, gender identity, 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 30 days' 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.

8.6.4 No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy permitted by law. Neither the failure nor any delay on the part of the District to exercise any such rights and remedies shall operate as a waiver thereof, not shall any single or partial exercise by the District of any such right or remedy preclude any other or further exercise of any such right or remedy.

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 and District may use, reuse, or otherwise dispose of the documents without Consultant's permission. 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 the Fire Chief ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission . Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day, or else on the next business day.

Any written notice to Consultant shall be sent to:
Townsend Public Affairs, Inc
Attention: Christopher Townsend, President
1401 Dove Street, Suite 330
Newport Beach, CA 92660_____

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

10.14 Conflicts or Inconsistency. In interpreting this Agreement, and resolving conflicts, errors, or discrepancies, the order of precedence shall be:

1. This Agreement
2. The resolutions and policies of the District

3. The Consultant's proposal

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

TOWNSEND PUBLIC AFFAIRS, INC

Interim Fire Chief Rebecca Ramirez

Christopher Townsend, President

Attest:

Kimberly Corcoran, District Secretary

Approved as to Form:

Richard D. Pio Roda, General Counsel

EXHIBIT A

SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant writing and funding advocacy services to the District:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of District leadership to help develop a strategic plan that is carefully tailored to satisfy the needs of the District and is designed for maximum success in the current political climate and funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the District to develop a proactive and comprehensive strategic funding plan that serves the needs of the District's priorities. *The plan will do more than simply identify District projects*; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serv subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the District's projects. TPA will then share these opportunities with the District for further assessment and determination if a grant application is warranted. The District will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the District with community outreach required for grant applications by ensuring the District is aware of specific requirements, helping develop materials that capture all elements required by the grant, and compiling the outreach data for inclusion in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each District grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the District to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the District is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the District with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the District's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximums and minimums
 - List of application components, including proposal questions and any required attachments
 - **Assemble Project Background and Details:** TPA will conduct a detailed informational session with District staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.

- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with District staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the District could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the District with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain District approval for the final version of the application prior to submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the District with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the District with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that District grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the District to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the District to develop supporting materials for the budget request. TPA will also work with members of the District's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the District's project in the final State Budget approved by the Legislature.
- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the District to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the District to develop supporting materials for the earmark request. TPA will also work with members of the District's federal legislative delegation to gain support for the inclusion of the District's project.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on District's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. This assistance will include interacting with granting agencies on behalf of the District, providing support for the

drafting and submission of required reports and evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.

- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration and retention. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the District to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the District and agencies to secure scope of work changes to already awarded projects to ensure the District will not have to return any hard-won grant funding.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the District on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such as current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the District for conference calls, in-person briefings, and meetings.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Funding Advocacy Services	\$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	
ANNUAL NOT-TO-EXCEED AMOUNT: \$60,000	

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 or Consultant.

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.

Consultant's obligation under this Agreement shall survive the termination of this Agreement for at least five (5) years after full or partial completion of performance by Consultant, or termination by either party.

Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claim for damages whether or not such insurance policies have been determined to apply.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING A ONE-YEAR CONTRACT WITH
TOWNSEND PUBLIC AFFAIRS, FOR GRANT WRITING SERVICES**

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to engage a contract for grant services that address needs associated with service delivery; and

WHEREAS, in the interest of public safety in the communities served by RHFD, to provide external funding and to align with the Strategic Plan recommendations, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement under which Townsend Public Affairs will research, write and manage grants that address needs associated with service delivery, necessary equipment, and capital infrastructure.

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 one-year agreement with Townsend Public Affairs, with additional one-year option terms, in a form acceptable to District Counsel, for Townsend Public Affairs to provide grant writing services to the Rodeo-Hercules Fire Protection District for a price not to exceed \$60,000.00 for one year.

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 January 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Bowman, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

A Proposal for Rodeo-Hercules Fire District

History

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant-writing firm in California. With offices in Southern California, Northern California, and Central California, we have almost 100 clients statewide. We have 45 members of our team from Chico in the North to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.6 billion for our clients since inception. The California Consulting team boasts approximately 32 grant writers. Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1400 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

Grant Funding Services

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post-award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client on an ongoing basis. This relationship-building is the key to keeping the grants pursued on target with the client's overall goals.
Sample questions asked during the Needs Assessment:
 - a) List and describe any program initiatives or priority projects.
 - b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
 - c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
 - d) List past grants that your agency has received.
 - e) List past grant applications you would like to revise and submit again.
2. **Facilitation of Department Decision-Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager conducts thorough research on an ongoing basis. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress, and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you can be in this process, the higher the application's quality will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants.

Below is a list of general tasks for our grant process:

- a. Create a task timeline with due dates
 - b. Ensure the proposed project meets the grant agency's requirements
 - c. Review similar successful grant applications and apply where possible
 - d. Collect information on the project
 - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
 - f. Obtain letters of support when necessary
 - g. Draft proposals and send them to staff for review
 - h. Incorporate staff edits in final drafts
 - i. Submit completed application timely
 - j. Monitor the funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on, and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
 7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
 8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
 9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. **Grant Administration:** Some grants require post-award compliance, reporting and administration. California Consulting will prepare the required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting, and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted, and grants awarded. This will provide you and your Board with a clear report on our work.

References

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 40 cities across California, almost 40 School Districts, Non-Profits, and others. A full client list can be obtained at www.californiaconsulting.org.

Pricing

California Consulting offers two different pricing options for Grant Writing services.

Pricing Option 1: Monthly Retainer

California Consulting's monthly retainer services include all grant research, identification, writing, and post-award administration as needed. Items 1 – 11 under Grant Writing is included in the Monthly Retainer Services. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,500.00**, plus reimbursement of out-of-pocket expenses for services explained above

Pricing Option 2: Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. Items 1 – 11 under Grant Writing are not included in the Per Grant Services. The following is a breakdown of the cost per grant:

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed hourly, the client may specify a “not to exceed” amount.

DRAFT

MOUNTAIN GIRL GRANTS
AGREEMENT FOR GRANT WRITING CONSULTANT SERVICES

This agreement is entered into by and between Mountain Girl Grants, hereafter "Consultant" and _____, hereafter "Client."

- 1. Scope of Services:** Consultant agrees to provide the following services for Client:
 - a. Develop and maintain a *Needs & Wants List*.
 - b. Research grant opportunities.
 - c. Draft grant application(s).
 - d. Upon written approval from Client, submit grant application(s).
 - e. Perform grant management duties from the time of grant acceptance to the final grant closeout report.

- 2. Client Responsibilities:** Client agrees to the following responsibilities:
 - a. Client will respond to all requests for information from the Consultant within 72 hours unless otherwise agreed upon in writing by both parties.

- 3. Consulting Fee:** Client agrees to pay Consultant \$60.00 per hour worked unless otherwise agreed upon in writing (email records are sufficient). Consultant shall submit invoices by the 1st day of each month. Client will pay invoices within 30 days of receipt.

- 4. Term:** This agreement shall commence on _____ and terminate _____. This agreement may be terminated by either party with 30 days prior written notice. In the event of such termination, Consultant shall be paid for all services performed prior to such termination, including any services authorized in writing and performed during the notice period.

- 5. Guarantees:** Consultant shall perform all duties agreed to by both parties and shall submit work in good faith. Consultant does not imply or promise any guarantee that the grant proposal(s) will be funded. Payment is due even if grant funding is not received.

- 6. Independent Contractor:** Consultant acknowledges that services rendered under this agreement shall be solely as an independent contractor. Consultant will not be considered an employee of Client for any purposes.

- 7.** This agreement shall be construed according to the laws of the State of Washington.

8. This agreement may only be modified in writing and contains the entire terms of the agreement between the parties.

Witness the signatures of the parties on this _____ day of _____, 2023.

CONSULTANT:

CLIENT:

Jamie Kuryllo
Mountain Girl Grants

JAMIE L. KURYLLO

Bothell, WA • 916.799.6371 • jamiekuryllo@gmail.com

EDUCATION

University of the Pacific, Sacramento, California
Juris Doctor and Public Law & Policy Certificate, May 2013

CERTIFICATIONS

ICS 100/200/300/400/700/800 – FEMA
L975 All Hazards Position Specific Finance/Administration Unit Leader – FEMA

EXPERIENCE

Town of Estes Park, Estes Park, Colorado

Grant Writer, August 2023–Present

- Write and administer Federal, State, Local and private grants
 - Leary Firefighters Foundation (pending)
 - Ready, Set, Go! (awarded)
 - Colorado Strategic Wildfire Action Program (pending)
 - Community Wildfire Defense Grant (pending)

City of Bellevue Fire Department, Bellevue, Washington

Grant Coordinator, May 2022–August 2023

- Wrote and administered Federal, State, Local and private grants
 - Urban Area Security Initiative Program (awarded)
 - Emergency Management Performance Grant (awarded)
 - U.S. Department of Transportation - Technical Assistance Grants (awarded)
 - U.S. Department of Justice - Edward Byrne Memorial Justice Assistance Grant (awarded)
 - FEMA Assistance to Firefighters Grant (awarded)
 - State of Washington Department of Ecology – Electric Fire Engine (awarded)
 - State of Washington Department of Ecology - Hazmat (awarded)
 - FM Global Insurance (awarded)
 - State Farm Insurance (awarded)
 - Medic One Foundation (awarded)
 - Last Call Foundation (awarded)

Mountain Girl Grants, Reno, Nevada

Owner/Grant Writer, September 2020–May 2022

- Wrote and administered Federal, State, Local and private grants
 - FEMA Assistance to Firefighters Grant (awarded)
 - FEMA Staffing for Adequate Fire and Emergency Response Grant (awarded)
 - FEMA Fire Prevention & Safety Grant (awarded)

North Tahoe Fire Protection District, Tahoe City, California

Administrative Assistant II/Clerk of the Board, August 2015–July 2017

- Wrote and administered Federal, State, Local and private grants
 - FEMA Assistance to Firefighters Grant (awarded)
 - FEMA Staffing for Adequate Fire and Emergency Response Grant (awarded)
 - FEMA Fire Prevention & Safety Grant (awarded)

Marie Bowman
Rodeo-Hercules Fire Protection District
1680 Refugio Valley Road
Hercules, CA 94547

November 8th, 2023

RE: Cradle-to-Grave Grant Services

Dear Miss Bowman,

Viriya Consulting, LLC (Viriya) is pleased to present this proposal in response to the Rodeo-Hercules Fire Protection District's (the District) inquiry for cradle-to-grave grant services. Viriya understands the services to be performed and presents our knowledge, experience, and skills through our authorized representative, Sean Osborne. Since the firm's origin, Viriya continues to be at the forefront of the industry providing solutions to complex problems faced by many state and local government clients. Our specialty has always been personalized customer service around fiscal programs and grant funds management. As you will see in the enclosed work plan, we have an appreciation for the funding streams already encumbered and are excited to take action on your behalf to sustain those where possible and expand through newly planned, scoped, and acquired opportunities.

Viriya has a deep bench of experts in the field of grants management, including experience in establishing and operationalizing grants management offices. Our firm and its members are all driven with a passion to assist our clients in acquiring the funding they desire and organizing structure and compliance around the same. Viriya has obtained a deep knowledge of the regulatory requirements associated with funds awarded through federal programs. This includes expertise in understanding and complying with requirements established for recipients of federal grant funding in 2 CFR § 200. Our competencies have been honed through successfully administering grant programs for diverse recipients utilizing various federal funding sources, including the most recent CARES and ARPA-funded programs.

The planning and implementation of a strategy to acquire and manage grants can be a daunting endeavor. Viriya has the expertise and experience necessary to guide the District through the conception, development, action, management, reporting, and improvement steps associated with grant services. We understand the critical nature and time sensitivities related to the inquiry and stand ready to step in, integrate, and perform for you. We are more than excited about the opportunity to work with the District and your team members.

Sincerely,

Sean Osborne

Sean Osborne, Partner, Viriya Consulting LLC
C: (225) 328-5186
E: sean@viriya.com

a. Experience and Qualifications

Viriya is a small business that carries a big punch. We have supported state and local governments, healthcare organizations, institutes of higher education, and nonprofits across the US in managing their federal, state, and local/private foundation grants. Viriya brings experience in the planning and administration of funding from a variety of federal agencies and grant programs, including but not limited to:

■ **The United States Treasury**

Coronavirus Relief Fund (CRF) and American Rescue Plan Act (ARPA)

■ **The Federal Emergency Management Agency (FEMA)**

Multitude of grants program through FEMA Suite

■ **The United States Department of Housing and Urban Development (HUD)**

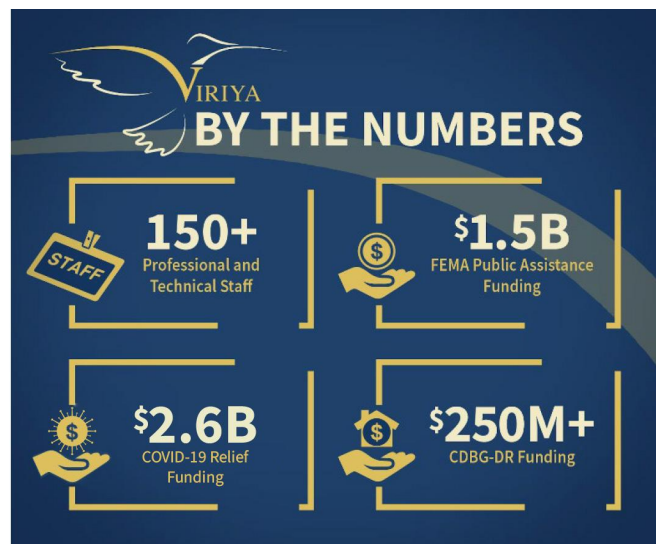
CDBG-DR, CDBG-CV, and CDBG-MIT

■ **The Department of Health and Human Services (HHS),**

Provider Relief Fund

■ **The Federal Highway Administration (FHWA)**

Emergency Relief Program



Through our experience serving a multitude of municipalities and state agencies with an array of grant-funded programs, our firm bolsters a roster of subject matter experts as well as industry-tested practices ready to aid grant outcomes. Most grant programs follow a grant lifecycle that is driven by the program elements but also the regulatory requirements found in 2 CFR § 200. From pre-award to closeout, we have managed all grant tasks, including those that are ancillary such as communications, administrative support, creating templates, among other tasks, necessary to ensure the successful and timely administration of our clients' programs and initiatives.

VIRIYA GRANT PROJECT EXPERIENCE

PROJECT	CLIENT	CDBG-DR	CDBG-CY	FEMA PA	FEMA HMA	ARPA	CRF	HHS-PRF	EDA
ALBUQUERQUE GRANT MANAGEMENT	CITY OF ALBURQUERQUE, NM								
ARIZONA DISASTER RECOVERY	ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS								
AZ DFFM	ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT								
AZ DOH DISASTER RECOVERY	ARIZONA DEPARTMENT OF HOUSING								
AZ OSPB C&M	ARIZONA GOVERNOR'S OFFICE OF STRATEGIC PLANNING AND BUDGETING								
CITY OF DETROIT DISASTER RECOVERY	CITY OF DETROIT, MI								
CITY OF JACKSON, MI GRANT MANAGEMENT	CITY OF JACKSON, MI								
CITY OF WARREN, MI GRANT MANAGEMENT	CITY OF WARREN, MI								
COOK COUNTY DISASTER RECOVERY	COOK COUNTY, IL								
EL PASO CHILDREN'S HOSPITAL	EL PASO CHILDREN'S HOSPITAL CORPORATION								
WAYNE COUNTY GRANT WRITING	WAYNE COUNTY, MI								
HARRIS COUNTY DISASTER RECOVERY	HARRIS COUNTY, TX								
HARRIS HEALTH SYSTEM DISASTER RECOVERY	HARRIS HEALTH SYSTEM								
JERSEY CITY EDC-SBGAP	JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION								
JOPLIN DISASTER RECOVERY	CITY OF JOPLIN, MO								
MEMA DISASTER RECOVERY	MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY								
NYCEM GRANT MANAGEMENT	NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE								
PR - DEDC DISASTER RECOVERY	PUERTO RICO DEPARTMENT OF ECONOMIC DEVELOPMENT AND COMMERCE								
SOUTH CAROLINA	SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION								
SOUTH CAROLINA ERAP	SOUTH CAROLINA DEPARTMENT OF HOUSING								
SOUTH DAKOTA	SOUTH DAKOTA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT								
TARRANT COUNTY	TARRANT COUNTY, TX								
UNC EL PASO DISASTER RECOVERY	UNIVERSITY MEDICAL CENTER OF EL PASO								
WAYNE COUNTY DISASTER RECOVERY	WAYNE COUNTY, MI								
IEMA DISASTER RESPONSE AND RECOVERY	ILLINOIS EMERGENCY MANAGEMENT AGENCY								
MASSACHUSETTS ERAP	EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT								
NORTH DAKOTA GRANT MANAGEMENT	NORTH DAKOTA DEPARTMENT OF COMMERCE								
PREPA/LUMA DISASTER RECOVERY	PUERTO RICO ELECTRIC POWER AUTHORITY/LUMA								
TRAVIS COUNTY DISASTER RECOVERY	TRAVIS COUNTY, TX								
TRAVIS COUNTY ERAP	TRAVIS COUNTY, TX								

We have helped our clients submit grant and subgrant applications. This means we **helped communities develop Action Plans and amendments as well as a City Capital Plan** as part of the HUD CDBG-DR application process and helped communities submit grant applications for critical infrastructure upgrades through such programs as FEMA’s Building Resilient Infrastructure Communities (BRIC).

Viriya also has experience with public engagement across multiple grant programs. We have facilitated multiple meetings to gain public input regarding opinions based upon project specifications and packaging these sentiments for legislative consideration. Below is an example of a process we used for public and stakeholder engagement for a client that enabled project scoring on an objective basis related to ARPA funding.

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PRE-AWARD

- Establish grant governance framework (e.g. policies/procedures/systems/internal controls/accounting codes)
- Prepare budget and receive internal approval
- Ensure stakeholder acceptance
- Properly design a subgrant program if the funding will be subawarded

AWARD



- Sign the grant or subgrant agreement
- Receive funding from pass-through entity or the Federal Awarding Agency
- Properly segregate funding



POST-AWARD

- Execute grant plan
- Specialized one-time Interim Reporting (e.g. Treasury requirement)
- Implement the subaward program
- Continuous recovery plan performance and expenditure reporting
- Manage Inquiries
- Monitor subgrant activities

CLOSEOUT



- Ensure all subgrants are closed - properly expended and all monitoring issues are resolved
- Recipient ensures full accounting and submits a request to close grant
- Allow for 90 day liquidation period
- Final reports submitted

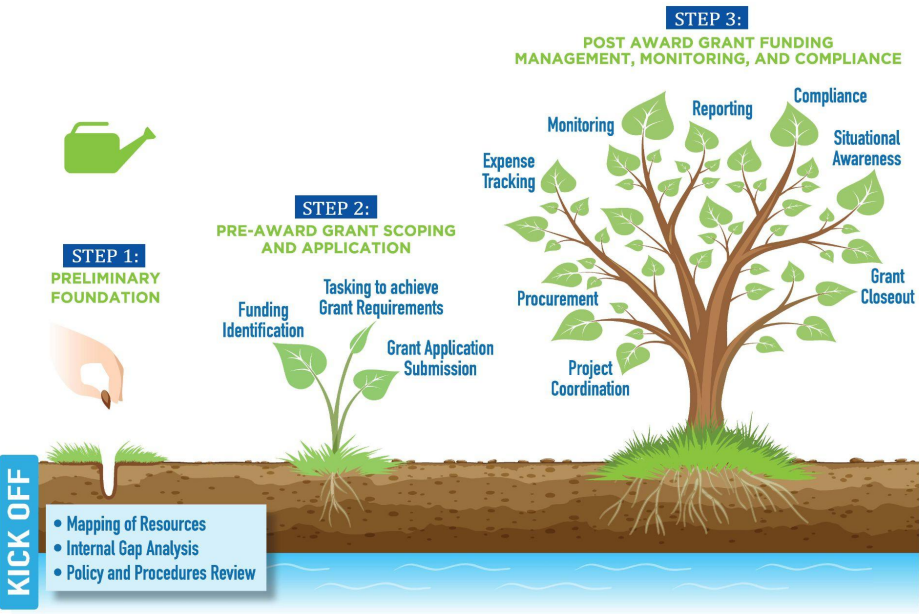
b. Workplan



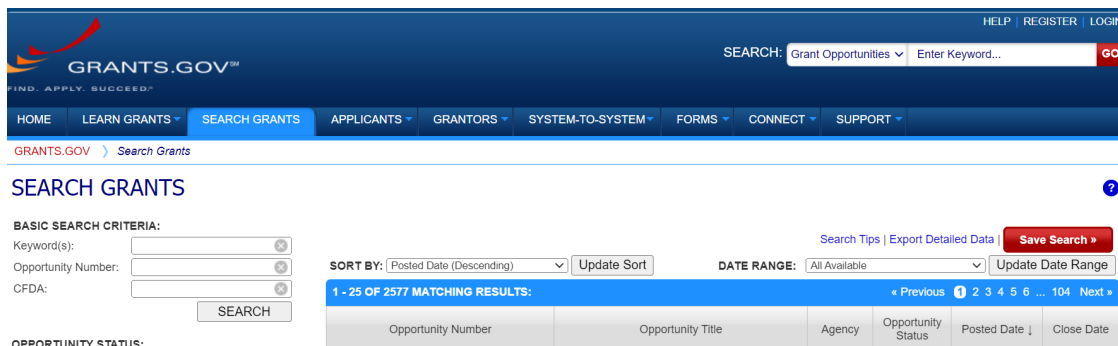
The initial **Step 1**, exemplified in the graphic below, in our proposed workplan is to help the District such that it is prepared to apply for, manage, and compliantly expend grants from multiple streams of granting agencies. Our experts will assist the District in building a foundation for short and long-term success. **The foundation will be shaped by Viriya’s support in a compliance review of the District’s related policies and procedures, mapping the District resources associated with the District’s current processes, conducting a gap analysis, and providing recommendations to the District.** Our team’s goal in this step is to ensure the

department's grant governance foundation is updated to include meaningful policies and procedures that establish enhanced internal controls to mitigate costly mistakes or missteps. This will include assurance of alignment with

leading grant management practices and compliance with provision of 2 CFR § 200 and other state and local administrative regulations.



All of which will be utilized in **Step 2** for effective and efficient **application to funding opportunities** that support initiatives that are of interest or importance to the District, **such as learning systems, CERT and earthquake training, or fuel tank redesign/replacement.**



Although the post-award grant management process technically kicks off when you're awarded a grant, the Viriya Team will be focused on preparing the District as needed well in advance of any Notice of Funding Opportunity (NOFO) through the methodological establishment of a reputable and sustainable process that will serve as a foundation to our collaborative working relationship. The Viriya team will serve the District in this step as a conduit for **determining capability and capacity to satisfy grant requirements expressed in NOFOs**, which will guide our extensive searching on grants.gov and other platforms. **Our team will assemble a variety of grant opportunities for the District to consider on an agreed-upon and recurring basis, depending upon the types of grants and funding the District needs.** Upon the District's decision to pursue, our support will include helping the District expeditiously prepare and submit all data and requirements to successfully capture the desired funding opportunity - including a grant application that includes an appropriate budget, identifies the commitment to match, and demonstrates a grant logic model (e.g., inputs, outputs, outcomes).



From our proven track record of achievements, we will be eager to transition from applications to awards and support the District in **Step 3** with comprehensive post-award grant management. Confident that our support will result in new awards, our team has the tools necessary to make sure that the District is postured for success in all the graphically depicted program areas:

- **Project Coordination:** Our team members will work closely with all necessary stakeholders for each unique opportunity. Our intent will be to maximize communication, collaboration, and cooperation for successful project execution.
- **Procurement:** Together with the District, Viriya can assess procurement policies and procedures to ensure alignment with 2 CFR § 200.318-327 and the incorporation of principles for non-federal entities. Viriya can also assist in the procurement process to ensure both solicitations and contracts include all of the necessary federal clauses and that the procurement itself espouses the

principles of full and open competition. Following design and procurement, Viriya will assist the District as needed with any change orders and additional contract modifications that may be required. Viriya will help ensure reports are submitted timely and accurately and assist with any procurement modifications. Third-party claims, like protests, for example, may occur. Viriya is prepared to help assemble any evidence the District needs to defend its own actions.

- **Expense Tracking:** Viriya's service to the District will include tracking critical project milestones, and schedules and assisting the District in tracking costs. Expense tracking will be standard and uniform in development and production so that the District's stakeholders will have routine awareness and the opportunity to approve or modify as the District's strategy requires. This step also will help the District execute proper grant drawdowns and accurately report expenditures on Federal Financial Reports.
- **Monitoring:** Viriya team members will continually examine and monitor the District's fiscal and program compliance, notifying stakeholders of any potential ineligible activity, and providing advice for appropriate corrective actions. Should any external oversight monitoring occur, we will prepare the District for such an event and help it respond to questions and data requests.
- **Reporting:** Viriya takes pride in providing the District and any applicable oversight agencies with summary and technical reports reflecting the District's goals and outcomes related to the original grant application. Our support will detail how each program's funds were utilized and tell the District's story of the impact it has had on the surrounding communities.
- **Compliance:** Policies and procedures must not only represent the latest compliance from various Federal and State granting agencies but also unique program requirements regarding procedures and workflows. We are fortunate now to have a single set of Federal uniform administrative requirements that apply to all federal Recipients and Subrecipients at 2 CFR § 200. Accordingly, we will work within the District's operating procedures and assist if necessary to account for all Uniform Guidance requirements. We will expertly navigate the unique programmatic elements of each funding program. Workflows will naturally look different for some grant programs, but some basic administrative requirements will be the same.
- **Situational Awareness:** Viriya is dedicated to building a common operating picture with the District. Our team members conduct all business in full transparency and utilize all available tools to make sure that clients are fully informed of not only support progress but also the status of fiscal programs and opportunities.
- **Closeout:** We will also help the District with closeout(s) - an important step where we will want to ensure all reporting and audit issues are resolved.

While searching out and applying for grant opportunities is key to this effort, we intend this ultimately to result in long-term administration success for the District with comprehensive grants management, from award through closeout and potential oversight from federal and state regulators. Bottom line, we will help the District demonstrate real success with grant outcomes through the money it is awarded as well as compliance with all requirements.

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C. Pricing

We express our pricing below for a time and materials contract. We are accustomed to working collaboratively with our clients to ensure work is promptly budgeted.

Resource	Hourly Rate
Project Manager	\$115
Grant Writer	\$80

*Should travel become necessary, we will charge expenses directly using GSA Per Diem Rates and request permission from the District before incurring any travel expenses.

*References, resumes, and/or prior project summations are available upon request.

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RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: January 10th, 2024

SUBJECT: Fire Stations 76-bathroom renovations and additional funding request

BACKGROUND:

On October 18th the Board approved emergency renovations on Fire Stations 75 and 76 bathrooms. The approval authorized the Fire Chief to enter into contract for the repair and remodeling of one (1) bathroom at station 76 and two (2) bathrooms at station 75 with BMT Construction Inc. under an emergency procurement using approved capital funds not to exceed \$72,300 with \$15,000 of additional spending authority not to exceed \$87,300.

During the project, mold extending into the walls of the adjoining bathroom; located on the administration side of the station, was discovered. To remediate properly, the walls and shower areas would need to be fully accessed, causing damage and expense. It was determined to be timely, cost effective, and in the best interest of firefighter health to renovate this bathroom without delay. BMT provided a bid (attachment 1). As it was within the authorized spending authority, the Fire Chief approved the bid as a change order. This change along with permits and other smaller overages that may be expected to occur as the project(s) continue are anticipated to exceed the approved spending authority prior to completion.

In order to avoid delays in the project, staff is requesting the Board approve an additional \$15,000 in spending authority to cover the cost of the second bathroom at station 76 (estimated at \$9,996.99) and still leave enough for unforeseen problems at both stations as they arise.

RECOMMENDATION:

Staff respectfully requests the Board of Directors approve an additional \$15,000 spending authority bringing the total project price not to exceed \$102,300 for the repair and remodeling of two (2) bathrooms at station 76 and two (2) bathrooms at station 75 with BMT Construction Inc. under an emergency procurement.

Attachments:

1. BMT Construction Inc Estimate Station 76 Second Bathroom

BMT Construction & Maintenance INC

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
12/7/2023	337

Name / Address
CC Fire Dept Station 076 John Bischoff

Project
Fire House 076; 168...

Description	Qty	Cost	Total
CC Fire Station # 076		0.00	0.00
Demo shower and all tile due to black mold on the walls from opposite side shower		0.00	0.00
Repair plumbing and supply and install new toilet that old toilet will not stop flushing		0.00	0.00
Supply new sink and sink basin		0.00	0.00
Supply and install new wall and floor tile		0.00	0.00
Build new curb at shower and new framing		0.00	0.00
Supply and install new exhaust fan light combo to pull condensate out of restroom		0.00	0.00
Upgrade lighting to new LED lighting		0.00	0.00
Labor		6,850.00	6,850.00
Material		3,146.99	3,146.99
		Total	\$9,996.99

Customer Signature _____

CSDA KEY LEARNINGS REPORT AGENDA ITEM 15

Dear Board,

We returned from the CSDA conference with energy and knowledge to better understand Board governance to improve our District. The Board Governance Ad Hoc Committee has used the survey which all Directors participated in to capture key areas of agreement as a starting point for Board direction as we collectively prioritize our direction for the Community and the District.

Attached is a spreadsheet which captures all Directors comments and attempts to summarize at bottom, key areas where the Board appears to have consensus, which are also summarized here:

- Board orientation, a focus on Board unity of purpose, speaking with one voice in providing direction to staff, working together to be a voice for the community.
- Community engagement— establish a comprehensive community engagement plan for getting our message out, sharing our direction, and engaging our community in the District's direction; ensuring RHFD provides the services the community desires.
- Implementation of the strategic plan which is in line with the District and its mission; communicating our short- and long-term goals annually
- Financial direction, aligning the budget with the strategic plan, reviewing the budget quarterly, Board engagement with the auditors, identifying red flag areas, advocating for the district to open alternate funding.
- Understanding Human Resources and the responsibilities of the Board vs. the Fire Chief, including the Board's role and process in evaluating the Fire Chief.

The Ad Hoc Committee has shared the survey with the Fire Chief and is proposing a workshop with a mediator in February to assist us in in prioritizing the recommendations as well as determining our next steps. If there is Board consensus, the workshop will be scheduled for February.

Directors Bowman and Hill, Board Governance Ad Hoc Committee

Username	Please share your top THREE-to-FIVE learnings from "Setting a Foundation for Good Governance" you'd like to see the board consider for adoption by our district.	Please share your top THREE-to-FIVE learnings from "Board's Role in Human Resources" you'd like to see the board consider for adoption by our district.	Please share your top THREE-to-FIVE learnings from "Charting the Course" you'd like to see the board consider for adoption by our district.	Please share your top THREE-to-FIVE learnings from "Get the Word Out" you'd like to see the board consider for adoption by our district.	Please share your top THREE-to-FIVE learnings from "Show Me the Money" you'd like to see the board consider for adoption by our district.	Please share any other learnings from the Special District Leadership Academy Conference you'd like to see the board consider for adoption by our district.	Please share any other thoughts you may have regarding the leadership academy for possible group discussion.
hill@rhfd.org	<p>1. Refine FC evaluation process, consider finding and outside vendor to replace counsel+B2:B13 role</p> <p>2. Consider forming a Citizen's Advisory Committee</p> <p>3. Consider tasking staff to implement a regular series of community surveys, perhaps on a quarterly basis</p>	<p>1. Consider adopting the FC evaluation suggestions presented in pages 326-331 of the leadership academy handbook</p>	<p>1. IMPORTANT -- Establish a clear direction for the district to allow for more effective planning and decision making. Perhaps something like, "Deliver a financially sustainable fire service in the next X years, aligning costs with reasonable revenues, garnering public support for the same, and maintaining service levels acceptable to the communities served</p> <p>2. Consider hiring Martin Rauch as facilitator for our decision-making process</p>	<p>1. Consider forming an ad hoc or citizen committee to guide staff in development of an engagement plan, including a recommended budget, scope of work, assigned responsibilities, and staffing through consultants or in-house staff</p>	<p>1. Consider appending the glossary of financial terms beginning at page 239 of the handbook to our board handbook for use by all directors and staff</p> <p>2. Do we have and/or need an investment policy and some sort of annual review process?</p> <p>3. Do we have clearly stated appropriations limits?</p> <p>4. Have we reviewed our auditor's peer review report in last three years?</p> <p>5. How many months reserves does policy dictate and how does deficit spending impact this?</p>	<p>1. I think we should formalize the requirement for new board directors to attend a leadership academy within one year of their election and consider some sort of requirement for ALL directors to attend on some regular basis -- every four years?</p> <p>2. I believe our fire chief should attend a leadership academy on some regular basis, perhaps beginning with newly elected directors after the November 2024 election?</p>	<p>Fabulous, can't believe we haven't been doing this for decades!</p>
bowman@rhfd.org	<p>1. Board Orientation "pre-election, qualities and skills of a director, Brown Act, ethics requirement, meet-and-greet with staff, tour stations, meet firefighters. Directors to attend CSDA leadership academy.</p> <p>2. Board Responsibility "read & understand board packet and ask questions if needed. Understand governance, unity of purpose, carry out mission.</p> <p>3. On-boarding process prior to election for Director candidates, after elected/appointed process for Directors and Meas O Committee members</p> <p>4. Change of general counsel, labor negotiators every 5 years to get new blood, better ideas, greater interest in District needs.</p> <p>5. Not use General Counsel for labor expertise, with Chief evaluation but a HR professional. Benefit from their expertise, it'll be faster and less expensive.</p> <p>6. Help with informational exchange between Board and staff for research/policy etc.</p>	<p>1. Defining roles as one size does not fit all. Roles and responsibility depend on context including size of the organization. Directors in setting policy for effective communication should ensure staff understanding of the policy.</p> <p>2. Audit ad hoc meets with auditor (management attends introduction) to discuss audit process and any concerns. At the conclusion of the audit, or if the auditor has any questions, Board ad hoc meets with the auditor to receive an oral/draft report and discuss concerns. To obtain more objective feedback from auditors and general counsel, best practice is to rotate out every 5-to-7 years.</p> <p>3. Chief's evaluation "Hire HR specialist to work with Board on Chief's eval, utilizing their expertise will produce results at less cost and sooner.</p>	<p>1. Align our mission with the strategic plan and communicate our long and short term plans annually.</p> <p>Board needs to be a voice for the entire community and to the community</p> <p>3. Board needs to do its homework to be able to fully participate; action only takes place with a majority vote</p> <p>4. Effective planning and the SP; need an oversight plan, process for staff reporting and Board oversight.</p>	<p>1. Let the public know how we are meeting their needs.</p> <p>2. Use social media, posting agenda one week in advance in public places (Rodeo Senior Center, Library, RMAC, Voices of Rodeo, Hercules City Hall, Rec Center, Senior Center, Library). Review website monthly to ensure currency and effective communication.</p> <p>3. Advocacy: local, county, federal</p>	<p>1. Ensure budget aligns with the strategic plan. Annual orientation early in the fiscal year for directors including review of key budget factors. Provide a checklist to the Board of what will be reviewed quarterly and annually to ensure budget is on track. Review budget quarterly and take any necessary actions to deliver mission objectives within budget.</p> <p>2. Review of policy regarding disposition of District assets. Generally this requires Board approval.</p>	<p>1. Pursue and obtain external funding to support budget, enhance financial stability, and provide for non-recurring needs.</p>	

davidson@rhfd.org	<p>a.Three Legged Stool: Staff; Community; Board Relations.</p> <p>b.Unity does not mean uniformity.</p> <p>c.Unity of Purposes: Governing bodies work most effectively when they have a rational and purposeful framework to focus and guide their work.</p> <p>d.Institutionalized Effective Governance in Writing.</p>	<p>a.Role of staff is to carry out the board's plan and manager's direction to achieve goals</p> <p>b.Indicator of HR problems: Gaps in employee evaluations</p> <p>c.Indicator of HR problems: Lack of checks and balances.</p> <p>d.All members should have the same information about decisions to be made.</p> <p>e.Does your HR Budget offer additional employee job training ; mandatory and voluntary; educ. programs; workshops; conferences</p>	<p>a.Strategic plans are about policy direction and are squarely in the board' domain.</p> <p>b.The board should be an energized advocate for its own strategic plan.</p> <p>c.Become financially strong</p> <p>d.Obtain public support for a key project</p>	<p>a.Districts are obligated to close the gap between the agency and constituents through engagement</p> <p>b.Leadership in the community is about recognizing when something needs to change. Then developing a board consensus to do something about it.</p> <p>c.Engage in your community as a member of your board</p> <p>d.Model formal polite conduct and equanimity</p>	<p>a. Key Financial Reports: Expense Balance; Investments; Capital; Reserve; Budget-to-Actuals (Multi-year); Payables and Recievables;</p> <p>b.Specific areas of staff concerns</p> <p>c.Relate fiscal activities ot the mission of the district The budget determines which programs and services the district will syrive to accomplish and the budget allows the district to set strategic priories each year.</p>	<p>a.The CSDA conference was a good opportunity for the board to meet in a neutral 3rd party location in order to learn about RFPD as a CSDA.</p> <p>b.The CSDA conference was a good opportunity for the board to meet get to know each other in a more individual, person-to-person way.</p> <p>c.Therefore, the CSDA conference should be a regular institution for board members.</p> <p>d.Therefore, the CSDA conference should be a regularly attended by the RHF'D's chief administrative officer</p>	<p>Consider how the RHFD can use the CSDA in an ongoing manner and also in ways not yet experienced at our first conference.</p>
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doss@rhfd.org	<p>1 - Building Better Board Relationships - particularly better community outreach, and understanding our roll and district staffs role.</p> <p>2 - Being able to speak as one voice</p> <p>3 - Understanding the Strategic Plan is part of the Budget process</p> <p>4 - (For me personally) to be an effective Director, doing more "Dialogue & Deliberation", and less "Debating" for the good of the board and our constituents .</p>	<p>1 - The CEO/Fire Chief leads the Fire Department in the best way they see fit without Fire Board interference.(The fire board has already set the direction and tone)</p> <p>2 - the CEO/Fire Chief hires, fires, trains, contracts for the good of the organizations.(The board must be get in the loop and receive the answers to the "Why"?)</p> <p>3 - Any Board member that needs assistance with services from staff must go thru the Fire Chief.</p> <p>4. Do not micro-manage</p> <p>5. Understand the policies and procedures, do not interfere, but ask questions (why and why not.</p>	<p>1 - Accept and evaluate information provided b y staff as a group</p> <p>2 - Annual Workshop/retreat for strategic planning</p> <p>3 - Link goals and objectives, develop priorities (doing a good job at this with staffs direct input) with timelines.</p> <p>4 - On-going reality checks</p>	<p>1 - Communicate better in getting the Fire Districts information out - in one voice</p> <p>2 - Develope a more robust engagement plan</p> <p>3 - Advocacy for the district, as long as we are all speaking the same language</p>	<p>1 - When onboarding new board members, provide a Special District budget workshop. On-going budget training for District members (Law and rule changes).</p> <p>2 - Appropriation limits? and how this affects our district? forecasting the amount of revenue lost due to age exemptions/loss-gain of home values/loss-gain business tax.</p> <p>3 - Understanding our Red-Flag indicators</p>	<p>Good Communication, Understanding "all" decisions are made based on "all" of the board members input. The board does not run the Fire Department nor it's staff, one single board member does not make any decisions independently.</p>	<p>We are scratching the surface on a great deal of the items I mentioned. I believe in my heart we all want what is best, and we all have something positive to provide. Dialogue and deliberation will get us far if community and organization is placed before self.</p>
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mikel@rhfd.org	<p>Focusing on the unity of purpose</p> <p>Ensuring all board members have a clear understanding of the district and its mission</p> <p>All items brought to board for discussion should be aligned with Strategic Plan</p> <p>Making sure board members who respectfully disagree engage in effective dialogue to reach understanding.</p>	<p>Avoidance of Micro-Management. The Subject Matter Expert is the General Manager. We need to be sure we are allowing the GM to direct the 'how' while the board focuses on the 'what'.</p> <p>Develop Communication Plan</p> <p>Confirm HR policies</p> <p>Revise current evaluation criteria</p>	<p>Create a mission statement for the board</p> <p>Utilize outside facilitator for major decision making</p>	<p>Creating a social media policy</p> <p>Designate a spokesperson</p>	<p>I think we achieved this this year with Chief Ramirez's help but communicating the budget to the public clearly in a way that is understood by most.</p>	<p>Nothing more than was listed above. I firmly believe that our communication with each other and the public will serve us all in reaching our common goal.</p>
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Regular community surveys; more community outreach	Review and revise fire chief evaluation process	Establish clear board direction for the district aligned with strategic plan and policies	Establish comprehensive communications policy	Establish regular budget review process to identify red flags, ensure alignment with strategic plan and community understanding	Make CSDA SDLA conference requirement for all board directors, chief, and administrative officer
Better board orientation, relationships, and understanding of mission, processes and methods, including deliberative process	Examine roles and responsibilities between board and staff; ensure understanding to avoid micromanagement	Use outside moderator for major decision making	Speak with one voice on matters of board consensus; appoint spokesperson	Review and establish appropriations limits	
Consensus Learnings					
Compilation	A focus on board unity of purpose	Ensure community awareness		Ensure board understanding of budget process	
	New board member on-boarding process				

General counsel tenure; use in labor and HR
issues
Better strategic plan understanding and
alignment among board members

Agenda Item # 16:

Review Measure O Ballot Tax for Consideration of Conversion to Unit Tax. (DISCUSSION AND POSSIBLE ACTION)

Currently, only single-family homes pay the on-going flat fee *parcel* tax for Measure O and not for each single apartment *unit*. In other words, Measure O does not uniformly apply the tax for Fire and EMS services to every individual household within the RHFD.

The district has within its scope the ability to modify Measure O to charge its current flat fee *parcel* tax, instead, to a per *unit* tax for each unit within a multi-unit apartment building. In other words, an updated Measure O tax measure for the November 5th 2024 election would propose a change in Measure O to charge the fire/EMS tax from a parcel tax to a tax for each and every one of the multiple individual *apartment units*. Charging a per unit tax on a parcel is *not* prohibited

To charge the tax per unit would amend the calculation method, and would require a ballot measure approved by the voters.

If the Board were so inclined, and presumably after professional analysis, the Board could initiate a ballot measure to amend the calculation method of Measure O to one that is similar, in intention of *uniformity*, to the tax measure that was charged by the Alameda Unified School District for their Measure A. In a recent appeals court case, Leland Traiman v. Alameda Unified, the court overturned an April 2022 decision by Alameda County Superior Court Judge Julia Spain, who ruled that “Measure A violated a state law that requires parcel taxes be set at a uniform rate”.

Locally, with several large-scale new developments being established in Hercules in the former redevelopment district near to the waterfront, the Measure O *parcel* tax no longer applies uniformly to all residences within the Rodeo-Hercules Fire District. In Leland Traiman, the appeals court ruled that Measure A satisfied the legal requirement that a parcel tax should be applied uniformly for all classes of taxpayers (with no distinction between residential and commercial properties or between homes and apartments). In the case of an updated Measure O unit tax (versus RHFD’s current parcel tax), it would be applied uniformly for all classes of taxpayers, homeowners and apartment dwellers, alike, thus apparently satisfying the legal uniformity requirement.

Therefore, the method to remedy the *non-uniform application* of Measure O is to set taxes at a uniform rate for all residences and that would be as a *per unit tax* (as opposed to a parcel tax). As it currently stands, Rodeo-Hercules single-family households are subsidizing fire and EMS services for apartment residents and/or apartment building owners. Under an updated Measure O, accessory dwelling units (ADUs) would also be assessed for a unit tax.

Note also that recent State and local governmental policies, in fact, encourage the increased rate of construction of large multi-unit apartments, especially in the Bay Area. Note that multi-storied apartment building that require expensive 100-foot ladder trucks and each apartment can have hundreds of separate units.

IMPORTANT NOTES:

- 1) We would need a *consultant* to change Measure O.**
- 2) If the measure was not passed, that Measure O would remain *intact*.**
- 3) The last day to place a measure on the ballot is on August 9, 2024**

Financials:

The cost for the ballot measure would be \$2.50-\$4.00 per voter in the district. Currently, RHFPD has 22,734 active voters within the district (according to Candidate Services at the Contra Costa County Elections division). The cost for a ballot measure to update Measure O would be in the vicinity of \$75,000.

The potential revenue generated yearly in an updated Measure O unit tax measure:

Aventine 147; The Grand 231; Exchange 172; Blocks MPO (Ground has been broken) 287
(Existing Total: 837 units = ~ \$210,000/ year immediately)

Future apartments units near to the Hercules waterfront (note that these financial figures are very approximate and are likely overstated because of various development considerations):

Blocks ABCD (“The Bowl”) 461
Hilltown 598
Bayfront Blvd 305
(Future Total: 1364 units = ~ \$340,000/ year – future/ projected construction)

Total ~ \$550,000 / year (for current and future apartment developments)

Therefore, a unit tax would raise between \$200 thousand initially and potentially, one-half million dollars per year for RHFD. Furthermore, the cost of an updated Measure O ballot measure is minor as compared to the County’s administrative cost for doing the measure in November.

Legal Ruling (answer with legal references provided by Microsoft Bing/ChatGPT): Leland Traiman v. Alameda Unified School District:

The case of Leland Traiman v. Alameda Unified School District involved a dispute over Measure A, a tax approved by voters in the Alameda Unified School District in 2020. The tax was levied on improved parcels at a rate of \$0.265 per building square foot, not exceeding \$7,999 per parcel.^(1,2) In April 2022, Alameda County Superior Court Judge Julia Spain ruled that the tax was not applied uniformly and invalidated it.^(1,2) However, this decision was overturned by the California Court of Appeals, First District, Fifth Division on August 3, 2023.

The appeals court ruled that Measure A satisfied the legal requirement that a parcel tax should be applied uniformly for all classes of taxpayers, with no distinction between residential and

commercial properties or between homes and apartments. (2) This ruling gives school districts and community colleges more latitude to design a parcel tax. (2) The court’s decision is precedent-setting and binding across the state on any Superior Court that considered a similar challenge to another tax,(2) This ruling provides districts with flexibility and clarity2. The plaintiff, Leland Traiman, was awarded \$374,960 in attorney fees pursuant to Code of Civil Procedure section 1021.51. The District appealed this decision. (1,2)

1) Traiman v. Alameda Unified Sch. Dist. From Case text: Smarter Legal Research.

<https://casetext.com/case/traiman-v-alameda-unified-sch-dist>

2) Appeals court upholds parcel taxes based on square footage with a ceiling. Decision for Alameda Unified gives districts more options to design a parcel tax.

<https://edsource.org/2023/appeals-court-upholds-parcel-taxes-based-on-square-footage-with-a-ceiling/695289>

3) CERTIFIED FOR PUBLICATION: IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA FIRST APPELLATE DISTRICT; DIVISION FIVE **LELAND TRAIMAN, Plaintiff and Respondent, v. ALAMEDA UNIFIED SCHOOL DISTRICT, Defendant and Appellant.** Filed 8/3/23. (A164935, A166022; Alameda County Super. Ct. No. RG20061550).

<https://cases.justia.com/california/court-of-appeal/2023-a164935.pdf?ts=1691103661>

Elections Services; Candidate Services; Contra Costa County Elections

<https://www.contracostavote.gov/> Phone: 925-335-7800

Candidate Nomination Period	July 15, 2024 – August 9, 2024
Last day to place a measure on the ballot	August 9, 2024
Local measure letter assigned	August 12, 2024
Randomized alphabet drawing for ballot placement	August 15, 2024
Deadline for Primary Arguments For/Against	August 21, 2024
Deadline for Rebuttal Arguments	August 26, 2024
Vote by Mail Mailing	October 7, 2024
Voter Registration Deadline	October 21, 2024
Last Day to Request Vote by Mail Ballot	October 29, 2024

Election Day	November 5, 2024
Certification Deadline	December 5, 2024

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: January 10, 2023

Labor Relations /Personnel

The recruitment for Firefighter Paramedic has begun and applications are being received. Two open house style orientations for all interested candidates are scheduled for January 16th and 18th. Engineer promotional applications have been received. The written and manipulative testing is scheduled for January 24th. Following the tragic passing of Firefighter John Martinez from CCCFPD, crews staffed an apparatus to cover Contra Costa Station 14 in Martinez as well as Battalion coverage by Chief Johnson during the ceremony.

Reporting: Chief Ramirez

Operations

- Dec. 21: A vehicle accident with extrication Highway 4 west bound single vehicle rollover one victim trapped, extrication with auto aid partners.
- Dec 29: A male subject suffered a gunshot wound to the leg during what was described as a drive by shooting on Dempsey Street in Rodeo.
- Dec 9: A sheared hydrant flooded an underground electrical transformer and metering post. Crews worked cooperatively with PG&E during this very dangerous situation where the entire area was potentially energized. A safety "Green Sheet" is being developed by Captain Cochnauer.
- On Jan. 1: A residential structure fire in Hercules left four adults displaced. One patient was transported to the hospital with smoke inhalation. The fire started in an upstairs bedroom, spread to the adjoining bedroom, laundry room and attic. Extensive smoke damage to the rest of the upstairs.

Reporting: Captain Johnson

Training

Crews attended regional training with ConFire on confined space entry, as required for OSHA and State Fire Marshal for confined space operations level training. ConFire covered Station so Q76 could attend commercial ventilation and forcible entry training in Lafayette. Multiple company training occurred for rope rescue high angle with Richmond's commercial structure.

Reporting: Captain Johnson

Facilities/Equipment

Station 76-bathroom remodel nearly complete. Station 75 bathrooms beginning. The station alerting systems have been ordered and will begin installation in late January.

Reporting: Chief Ramirez

Fleet Management

Engine 75 is out of service and in the shop for various minor repairs. Type III Engine underwent repairs for water leaks and is now back in service. Apparatus manufacturers are beginning to submit preliminary estimates for potential new aerial apparatus and Type I Engine.

Reporting: Captain Johnson

Grants/Reimbursements

CCC Board of Supervisors met on Measure X requests and did not approve funding the county wide alerting systems or radio request. Requests for thermal imaging cameras and radios were submitted for the State Homeland Security Grants Program in December, a decision is expected soon. Phillips 66 issued a check for \$99,625 to fund the lease of the Quint. A scholarship for \$1600 from Special District Leadership Foundation to reimburse Chair Bowman and Director Hill's enrollment at the CSDA conference in October was received. Assistance for Firefighting Grant funding opportunity should open in the next few weeks. Staff expect to submit for equipment and will seek board approval for matching fund requirements once cost and application details are known.

Reporting: Chief Ramirez

Community Risk Reduction

Blood pressure screenings will resume in the first quarter of 2024 in both Hercules and Rodeo. Specifics as to days and time will be forthcoming.

Reporting: Chief Ramirez

Prevention

Crews have completed inspection program review with George Apple. Recent increase in solar project submissions. A new software platform with "First Due" for tracking and billing of prevention fees is being configured. Implementation is likely in February.

Reporting: Chief Ramirez

Fiscal Stabilization

Annual audit is underway. Quarterly budget presentation coming in February.

Reporting: Chief Ramirez

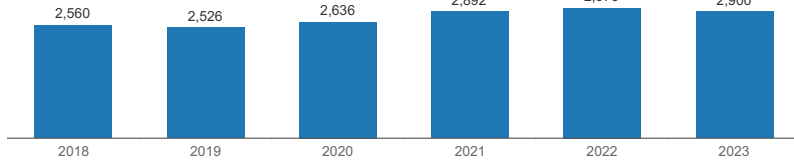
Community Activities/Meetings

Quint76 assisted with stringing the lights and the tree lighting event. The stations participated in the Toys for Tots and Warm Things drives for the Marine Corps Reserves Center and the Rotary Club respectively. All personnel and their families enjoyed a holiday celebration at station 76. The Chief attended the Phillips 66 CAP annual Christmas dinner.

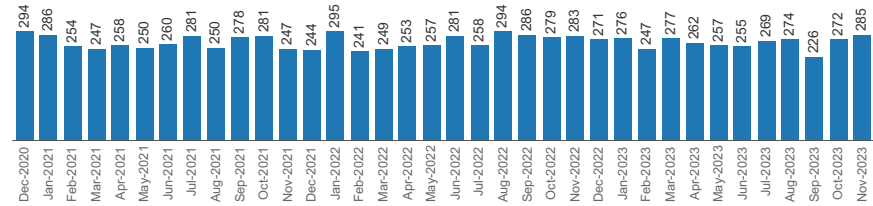
Reporting: Chief Ramirez

Rodeo Hercules - November 2023 - Incident Snapshot

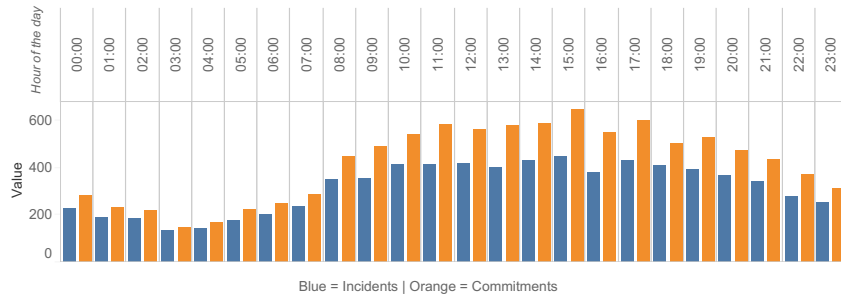
Number of Incidents Year to Date Year-Over-Year - January to November



Number of Incidents by Month (Last 36 Months)

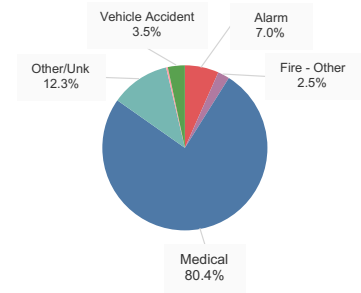


Number of Incidents and Number of Engine and Truck Commitments by Hour of Day Over 36 Months



Number of Incidents by Type - 2023

Type	Incidents	% of Total
Alarm	20	7.0%
Fire - Other	7	2.5%
Medical	229	80.4%
Other/Unk	35	12.3%
Rescue	1	0.4%
Vehicle Accident	10	3.5%
Grand Total	285	100.0%



Average Times for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including November 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:30	58.1%	00:01:31	117
Turnout	00:01:50	53.3%	00:01:48	105
Travel			00:05:01	115
Total Response			00:08:10	117
Response	00:06:00	48.3%	00:06:43	116

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	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
PPE	E75	Day	00:01:37	00:01:22	00:01:24	00:01:25	00:01:25	00:01:28	00:01:33	00:01:23	00:01:33	00:01:12	00:00:49	00:01:22
		Night	00:02:33	00:02:28	00:04:38	00:02:33	00:02:20	00:02:25	00:03:36	00:02:37	00:01:55	00:02:17		
PPE	Q76	Day	00:01:24	00:01:32	00:01:35	00:02:26	00:01:22	00:01:22	00:01:19	00:01:39	00:01:22	00:01:13	00:01:13	00:01:51
		Night	00:02:02	00:02:18	00:02:29	00:02:19	00:02:15	00:02:07	00:02:03	00:02:38	00:02:36	00:02:11	00:01:52	00:02:31
Not PPE	E75	Day	00:01:31	00:01:37	00:01:53	00:01:47	00:01:42	00:01:19	00:01:17	00:01:19	00:01:15	00:01:34	00:01:27	00:00:59
		Night	00:01:14	00:02:50		00:02:06	00:02:37	00:02:42	00:03:05	00:02:30	00:02:07	00:01:30		
Not PPE	Q76	Day	00:01:44	00:01:40	00:01:25	00:01:34	00:01:54	00:01:17	00:01:02	00:01:37	00:01:17	00:01:28	00:01:09	00:01:37
		Night	00:02:08	00:02:07		00:02:50		00:02:28	00:01:19	00:01:28	00:01:57	00:02:42	00:02:18	
Grand Total			00:01:41	00:01:43	00:01:53	00:01:50	00:01:44	00:01:35	00:01:33	00:01:43	00:01:36	00:01:33	00:01:27	00:01:33

Average Times for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including November 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:00	30.99%	00:01:37	910
Turnout	00:01:30	39.67%	00:01:45	837
Travel			00:04:24	909
Total Response			00:07:39	910
Response	00:05:40	42.59%	00:06:06	911

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
CCCFPD	136:40:24	105:41:32
Crockett	42:28:38	45:24:11
El Cerrito	00:25:56	01:03:11
Richmond	05:04:00	00:31:38
Other	00:00:00	05:59:10
Grand Total	184:38:58	158:39:42