

# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEMORANDUM

**TO: BOARD of DIRECTORS**

**FROM: Darren Johnson, INTERIM FIRE CHIEF**

**DATE: February 9, 2022**

**RE: Resolution to Continue Conducting Board of Director meetings Remotely**

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### **BACKGROUND:**

On March 4, 2020, Governor Newsom issued Executive Order N-29-20, suspending teleconferencing restrictions of the Brown Act due to the COVID pandemic. This allowed for public meetings to be held virtually. Since April 2020, all Rodeo-Hercules Fire Protection District meetings have been held virtually, via the Zoom platform.

In June 11, 2021, Governor Newsom issued Executive Order N-08-21, rescinding Executive Order N-29-20, requiring public agencies to return to in-person public meetings as of October 1, 2021.

Since the issuance of Executive Order N-08-21, the highly contagious Delta and Omicron variants have emerged, causing a spike in cases throughout the state. As a result, the Contra Costa County Health Department issued a Health Order requiring masks indoors in public places, regardless of vaccination status, starting August 3, 2021. This Health Order remains in place.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Board make specified findings. AB 361 took effect immediately.

In anticipation of AB 361 being signed into law, the Board of Directors previously adopted Resolution Number 2021-09 on September 8, 2021, finding that conditions exist for the legislative bodies of Rodeo-Hercules Fire Protection District to conduct remote teleconference meeting, and adopted a subsequent Resolution, 2022-10, continuing to conduct remote teleconference meetings.

### **DISCUSSION:**

The California Legislature approved AB 361 and the Governor signed the bill into law on September 16, 2021. The bill allows local legislative bodies to continue to meet remotely after the October 1st deadline. A local agency's legislative body and advisory bodies will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency.
- State or local health officials have imposed or recommended measures to promote social distancing.
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

The District meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The District is still under a state of emergency as declared by the Governor
- County Health orders require that all individuals in public spaces maintain social distancing and wear masks.
- The District cannot maintain sufficient social distancing requirements for the public, staff, Board members, and advisory body members in their meeting spaces.

Now that the Governor has signed AB 361 into law, it is required that the Board declare every 30 days the necessity to continue to meet remotely in order to ensure the health and safety of the public.

**RECOMMENDATION:**

Staff recommends that the Board adopt the attached resolution to declare these findings and establishing the necessity to continue to meet remotely over the next 30-day period commencing February 9, 2022 and ending on March 10, 2022

**RESOLUTION NO. 2022- 01 (SUBSEQUENT)**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO – HERCULES FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY N-15-21 ON SEPTEMBER 20, 2021 AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF RODEO – HERCULES FIRE PROTECTION DISTRICT FOR THE PERIOD FEBRUARY 9, 2022 THROUGH MARCH 10, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the RODEO – HERCULES FIRE PROTECTION DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of RODEO – HERCULES FIRE PROTECTION DISTRICT’S legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-09 on October 13, 2021, finding that the requisite conditions exist for the legislative bodies of RODEO – HERCULES FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, the Board of Directors previously adopted a subsequent Resolution, Number 2021-10 on December 21, 2021, finding that the requisite conditions exist for the legislative bodies of RODEO – HERCULES FIRE PROTECTION DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the

existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on June 11, 2021, an Executive Order N-08-21 was issued to roll back certain provisions of my COVID-19-related Executive Orders and to clarify that other provisions remained necessary to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic; and;

WHEREAS, since the issuance of Executive Order N-08-21, the highly contagious Delta and Omicron variants have emerged, causing a spike in cases throughout the state; and

WHEREAS, the Board of Directors does hereby find that State of Emergency to exist in California as a result of the threat of COVID-19 **AND** In order to slow the spread of the more contagious Delta variant of COVID-19, all people, regardless of vaccination status, are required to wear face coverings in public indoor settings in in Contra Costa County until further notice. Public settings include but are not limited to business offices, retail stores, restaurants, theaters, family entertainment centers, meeting rooms and State and local government facilities where services are provided to the public. **OR** that meeting in person would present imminent risk to the health or safety of attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California to include the Rodeo-Hercules Fire Protection District; and;

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of RODEO – HERCULES FIRE PROTECTION DISTRICT shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, , the Rodeo-Hercules Fire Protection District will ensure that opportunity is given to the public to participate in meetings, that District meetings remain as accessible as possible, giving every opportunity for members of the public to be allowed to observe the public meeting, offer comment during the meeting remotely, via either a call-in or internet-based option. That meeting agendas will be posted in accordance with Brown Act regulations and include information for remote access accessibility by phone, URL, platform link and password.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF RODEO – HERCULES FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. the Board of Directors does hereby find that State of Emergency still exists in California as a result of the threat of COVID-19 **AND** In order to slow the spread of the more contagious Delta variant of COVID-19, all people, regardless of vaccination status, are required to wear face coverings in public indoor settings in in Contra Costa County until further notice. Public settings include but are not limited to business offices, retail stores, restaurants, theaters, family entertainment centers, meeting rooms and State and local government facilities where services are provided to the public. **OR** that meeting in person would present imminent risk to the health or safety

of attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California to include the Rodeo-Hercules Fire Protection District; and

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of February 9, 2022.

Section 4. Remote Teleconference Meetings. The Fire Chief, Board Clerk and the legislative body of RODEO – HERCULES FIRE PROTECTION DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 10, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of RODEO – HERCULES FIRE PROTECTION DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Rodeo-Hercules Fire Protection District, this \_\_\_\_\_ day of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Damon Covington, Chairperson

ATTEST:

\_\_\_\_\_  
Kimberly Corcoran, Clerk of the Board



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

REGULAR BOARD MEETING MINUTES  
January 12, 2022

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**1. CALL TO ORDER/ROLL CALL**

Directors Present: Covington, Couzens, Davidson, Bowman, Hill

Directors Absent: None

Meeting called to order at 7:00 p.m.

**2. PLEDGE OF ALLEGIANCE (00:01:44)**

Director Davidson commented regarding the order of items in the Agenda compared to Bylaws and wanted to move Public Comment. Counsel clarified regarding public comment.

**3. FIRE CHIEF RECOGNITION (00:06:53)**

Chair Hill summarized that Chief Craig retired as of December 31, 2021. Gave a brief history of Chief Craig's tenure at the District. Board members commented regarding Chief Craig's service.

Chair Hill read a letter from Chief Craig to the residents of Rodeo and Hercules, the board, and District personnel.

**Public Comment**

William Henderson

Jan Callaghan

Dan Romero

Maureen Brennan

Richard L

Tanya Little

Director Couzens commented regarding some of the public comments made.

Vice Chair Covington recognized Darren Johnson as Acting Fire Chief.

**4. BOARD REORGANIZATION (00:36:13)**

**A. Elections of Board Chair and Vice Chair (Action Item)**

Director Couzens nominated Vice Chair Covington for position of Board Chair.

Director Davidson nominated Director Bowman for position of Board Chair.

**Public Comment**

Dan Romero  
Annie Ziff  
Tanya Little  
Jan Callaghan  
William Henderson  
Selina Williams  
Maureen Brennan  
Richard L  
Sarah Creeley

Roll Call vote for Vice Chair Covington as Board Chair:

**ROLL CALL VOTE**

Covington: Yes  
Couzens: Yes  
Davidson: No  
Bowman: Abstain  
Hill: Yes

In order of nominations, Vice Chair Covington is the Board Chair, and there is no vote taken for Director Bowman.

Director Davidson nominated Director Bowman for Vice Chair.  
Chair Covington nominated Director Hill for Vice Chair.

**Public Comment**

Dan Romero  
Tanya Little  
Richard L  
William Henderson  
Annie Ziff  
Margaret Short  
Maureen Brennan  
Sarah Creely  
Jan Callaghan  
Selina Williams

Counsel clarifies that Board Rules and Roberts Rules of Order don't prohibit Chair Hill from being nominated as Vice Chair.

Roll Call vote for Director Bowman as Vice Chair:

**ROLL CALL VOTE**

Covington: No  
Couzens: Abstain  
Davidson: Yes  
Bowman: Yes  
Hill: Abstain

Motion failed.

Roll Call vote for Chair Hill as Vice Chair:

**ROLL CALL VOTE**

Covington: Yes  
Couzens: Yes  
Davidson: No  
Bowman: No  
Hill: Yes

**5. ANNOUNCEMENTS (1:08:45)**

Director Couzens announced her resignation as a Board Member.

**6. CONFIRMATION OF AGENDA (1:10:53)**

No changes.

**7. BOARD CORRESPONDENCE (01:11:28)**

One received from former Chief Craig, which was read under Item 3.

**8. PUBLIC COMMENT (01:11:45)**

Tanya Little  
Dan Romero  
William Henderson  
Susan Keefe  
Maureen Brennan

Director Bowman left the meeting at 8:20 p.m.

**9. CONSENT CALENDAR (01:21:06)**

Director Bowman made a motion to approve meeting minutes of October 13, 2021, October 27, 2021, November 11, 2021, and December 21, 2021; seconded by Vice Chair Hill.

**ROLL CALL VOTE**

Covington: Yes  
Couzens: Absent  
Davidson: Yes  
Bowman: Yes  
Hill: Yes

Motion passed 4-0-1 absent.

**10. RECRUITMENT AND RETENTION UPDATE (ACTION ITEM) (01:22:37)**

**A. Consider recommendation to approve allocation of funds for the hiring of five firefighters**

Acting Chief Johnson provided update on recruitment and retention and asked for funds to hire five firefighters



**Public Comment**

William Henderson

Motion by Director Bowman to allocate \$215,984.20 in the 2021-22 budget to hire five firefighter recruits; seconded by Vice Chair Hill.

**ROLL CALL VOTE**

Covington: Yes  
Couzens Absent  
Davidson: Yes  
Bowman: Yes  
Hill: Yes

Motion passed 4-0-1 absent.

**11. FIRE CHIEF’S REPORT (01:33:02)**

Acting Chief Johnson gave brief overview of the Chief’s Report.

**12. STAFF REPORTS (01:36:18)**

None.

**13. BOARD MEMBER REPORTS (01:36:36)**

LAFCO-January meeting was canceled. Chair Covington to resign as LAFCO representative. No volunteers to attend LAFCO meetings. Chair Covington to remain as representative.

**14. AD HOC BOARD COMMITTEE REPORTS (01:37:38)**

**a. Strategic Plan**

Two proposals received. Ad Hoc Committee made a recommendation for Fitch & Associates, and summarized the proposal.

**b. Interim Fire Chief Search**

Ad Hoc Committee identified 14 candidates and narrowed it down to 5 candidates. Recommendation will be made in closed session.  
Board comments.

**Public Comment**

Tanya Little  
Susan Keefe  
Annie Ziff

**15. MEASURE O (2:05:04)**

Annie Ziff—no January meeting. Regular meetings to resume in February.

**16. LOCAL 1230 CORRESPONDENCE (02:05:53)**

Vince Wells-commented on Chief Craig’s retirement and new Chair and Vice Chair. Thanked Director Couzens for her service.

**17. ADJOURN TO CLOSED SESSION (02:07:30)**

Meeting adjourned to closed session at 9:08 p.m.

**18. RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT (2:57:46)**

Board reconvened at 9:39 p.m.

Board discussed Chief Johnson going from Acting Chief to Interim Chief. The Board will do a search for Permanent Fire Chief.

In closed session, the Motion was made by Director Bowman, and seconded by Chair Covington, with a vote of 4-0 with 1 absent.

**Public Comment**

Tanya Little  
Jan Callaghan

**19. REQUESTS FOR FUTURE AGENDA ITEMS (2:16:48)**

**Director Bowman:** Strategic Plan Proposal  
Department Website  
Fire Chief Recruitment  
Midyear Budget Report

**Vice Chair Hill:** Board Vacancy

**Director Davidson:** Budget Ad Hoc Committee

**20. ADJOURNMENT (3:04:40)**

Meeting adjourned at 9:50 p.m.

Audio from this board meeting can be heard at [www.rhfd.org](http://www.rhfd.org)  
Number in parenthesis is time stamp where agenda item begins.

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Board Vice Chair

# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEMORANDUM

**Date:** February 9, 2022

**To:** Board of Directors

**From:** Darren Johnson, Interim Fire Chief

**Subject:** Filling of Board Vacancy

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### **BACKGROUND:**

Effective Wednesday, January 12, 2022, Director Collene Couzens resigned from her elected position as a District Director. The District has several options for filling vacancies, including appointing an individual to fill the vacancy, calling an election, or allowing the county board of supervisors to make an appointment (Cal. Govt. Code section 1780). The District must notify the county elections official of the vacancy no later than 15 days after either the date on which the Board is notified of the vacancy or the vacancy's effective date, whichever is later. The county election official was notified of the vacancy by the Fire District Counsel on January 14, 2022. The person appointed by the Board will serve for the remainder of Director Couzens' term of office, which is until December 2024.

### **INFORMATION:**

After notification to the county election official, the Board of Directors can choose one of the following:

#### **1. Appoint an individual to fill the vacancy.**

Fifteen days before the appointment, the District must post notice of the vacancy in three or more conspicuous places in the District.

The Board must make the appointment within 60 days of either the date on which the Board is notified of the vacancy or the effective date of the vacancy, whichever is later. Because Wednesday, January 12, 2022 was the date the District received the notification, which was also the date that it was effective and announced to all of the remaining Board members, the Board must make the appointment by Sunday, March 13, 2022, which is 60 days from January 12, 2022.

#### **2. Call an election to fill the vacancy.**

If the Board chooses to hold an election instead of making an appointment. In that case, the Board must call the election within 60 days of the date the Board was notified of the vacancy or the effective date of the vacancy, whichever is later. This means the Board must call an election

by March 13, 2022. The election would then be held at the "next established election date," which is 130 or more days after the Board calls the election. The next established election date is June 7, 2022. However, the Board may not hold an election for the vacant Director's seat on that date because it is within 130 days of any date that the Board may call an election after its been notified of the vacancy. The soonest "next established election date" that the Board could use to fill the vacancy is Tuesday, November 8, 2022.

### **3. Allow the County Board of Supervisors to take action.**

If the District Board neither makes an appointment nor calls an election within the appropriate time, then the County Board of Supervisors may make the appointment. In addition, instead of making the appointment, the Board of Supervisors could order the District to call an election. If the Board of Supervisors fails to fill the seat within 90 days of the District Board being notified of the vacancy or the effective date of the vacancy, whichever is later, then the District must hold an election at the "next established election date" that is 130 or more days after the date the District Board calls the election, which would be Tuesday, November 8, 2022.

#### **CONCLUSION:**

To provide continuity and continued leadership from the Board of Directors, fire district staff and general counsel have provided the Board with three options following the California government code for filling board vacancies.

#### **ACTION:**

After the fire district board of directors have reviewed and discussed the provided options, direct district staff in procedures based on that decision. This is an action item.

# **RODEO-HERCULES FIRE PROTECTION DISTRICT MEMORANDUM**

**Date:** February 9, 2022

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

**From:** Board of Directors Strategic Plan Ad Hoc Committee

**By:** Richard D. Pio Roda, General Counsel

**Subject:** Consulting Services Agreement with Fitch and Associates, LLC. to provide strategic planning services

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## **RECOMMENDATION**

Adopt a Resolution authorizing the Fire Chief to execute a consulting services agreement with Fitch and Associates, LLC. to provide strategic planning services to the District for an amount not to exceed \$44,500.

## **DISCUSSION**

The Rodeo-Hercules Fire District (the “District”) Board of Directors (“Directors”) formed a Strategic Planning Ad Hoc Committee (“Committee”) and directed that it work with the Chief and District Counsel regarding the development of the District’s strategic plan. After working with the Chief and District Counsel, the Committee advised that the District issue a Request For Proposals seeking qualified firms to develop 1.) a plan to guide future service expansions and improvements due to development, and 2.) organizational development, including establishing priorities and timeframes, pricing of potential organizational improvements and development of revenue options to fund needed expansions and improvements.

In October 2021, the District issued an RFP consistent with the Committee’s recommendation. The District received two proposals by the RFP deadline. Fitch and Associates, LLC. (“Fitch”) submitted a detailed proposal that the Committee finds is most advantageous to the District.

A Strategic Planning Community Group (“SPCG”) will be formed to include a diverse cross section of organizations from Rodeo and Hercules. Invitations will be sent upon Board acceptance of the contract. Members of the committee will be notified and made publicly known once invitations have been extended and accepted.

A kick-off meeting will be scheduled after the SPCG has been established. Organizational representatives will provide updates to their respective organizations.

There will be numerous opportunities for all members of the community to participate in

surveys, public meetings, and town halls.

Staff, in executing the Ad Hoc Committee's recommendation, recommend that the Board enter into a consulting services agreement with Fitch to assist with strategic planning and provide the best quality and most cost-effective professional work. The specific tasks Fitch will perform are described in the Agreement, attached as Exhibit 1.

### **FISCAL IMPACT**

The total not to exceed amount of the contract will be \$44,500, which will be funded out of District general fund monies.

### **ATTACHMENTS**

- Consulting Services Agreement
- Fitch and Associates, LLC. Strategic Planning Proposal for the Rodeo Hercules Fire District in an amount not to exceed \$44, 500.

**Rodeo - Hercules Fire Protection District  
Resolution 2022-02**

**A Resolution of the Board of Directors for the Rodeo Hercules Fire Protection District Approving the Agreement between Rodeo-Hercules Fire Protection District and Fitch and Associates, LLC. for Consulting Services.**

**WHEREAS**, in October 2021 the Rodeo-Hercules Fire Protection District (the “District”) issued a Request for Proposals (“RFP”) for qualified firms to provide strategic planning consultants; and

**WHEREAS**, Fitch and Associates, LLC. submitted a detailed proposal that met all the RFP requirements; and

**WHEREAS**, based upon the proposal, staff recommends that the Board select Fitch and Associates, LLC.; and

**WHEREAS**, the District desires to enter into a consulting services agreement for strategic planning services with Fitch and Associates, LLC.

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

1. The Board of Directors approves a consulting services agreement (“Agreement”) with Fitch and Associates to provide strategic planning services in the amount of \$44,500, attached hereto and incorporated herein as Exhibit 1.
2. The District authorizes Interim Fire Chief Darren Johnson to sign the Agreement.
3. The District Board of Directors hereby authorizes the Interim Fire Chief to take any and all actions necessary to carry out the intent of this resolution.

Passed and adopted by the Board of Directors of the Rodeo-Hercules Fire Protection District at its regular meeting held on the 9th day of February, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Damon Covington, Chair \_\_\_\_\_

Steve Hill, Vice-Chair \_\_\_\_\_

Marie Bowman, Member \_\_\_\_\_

Charles Davidson, Member \_\_\_\_\_

DRAFT



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE RODEO HERCULES FIRE PROTECTION DISTRICT AND  
FITCH & ASSOCIATES  
FOR  
STRATEGIC PLANNING SERVICES**

THIS AGREEMENT for strategic planning services is made by and between the Rodeo Hercules Fire Protection District (“District”) and Fitch & Associates (“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 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. The Exhibit A may be the proposal submitted by Consultant pursuant to the District’s Requests for Proposals dated November 10, 2021.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022, 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.
- 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 forty-four thousand five hundred dollars and no cents (\$44,500.00), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. District shall

pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Consultant shall not bill District for duplicate services performed by more than one person.

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

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** District shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses. 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 on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant .
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$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 All Policies Requirements.

- 4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the District.
- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.5 **Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

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

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant Not an Agent.** Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.



- 7.4 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from District.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

Consultant may cancel this Agreement upon 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.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, work papers, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant agree that, until final approval by District, all data, plans, specifications, reports

and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Kimberly Corcoran ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Dr. Steven Knight  
Partner  
Fitch & Associates  
P.O. Box 170  
Platte City, MO 64079

Any written notice to District shall be sent to:

Fire Chief  
Rodeo Hercules Fire Protection District  
1680 Refugio Valley Road

Hercules, CA 94547

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

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

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

**SIGNATURES ON FOLLOWING PAGE**

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

RODEO HERCULES FIRE DISTRICT

FITCH & ASSOCIATES ]

\_\_\_\_\_  
INTERIM FIRE CHIEF DARREN JOHNSON

*Steven Knight*  
\_\_\_\_\_  
DR. STEVEN KNIGHT

Attest:

\_\_\_\_\_  
Kimberly Corcoran, District Secretary

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

(Included in Exhibit A)



## EXHIBIT C

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of District.

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

5044810.1

22 November 2021

## STRATEGIC PLANNING PROPOSAL



### RODEO HERCULES FIRE PROTECTION DISTRICT HERCULES, CALIFORNIA

*Prepared by:*



FITCH & ASSOCIATES, LLC

2901 Williamsburg Terrace #G ▪ Platte City ▪ Missouri ▪ 64079

816.431.2600 ▪ [www.fitchassoc.com](http://www.fitchassoc.com)

# CONSULTANT PROPOSAL

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22 November 2021

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

Dear Chief Bryan Craig:

Fitch & Associates (*FITCH*) is pleased to respond to your Request for Proposal for the *Strategic Planning Services* for the Rodeo Hercules Fire Protection District.

We have incorporated your specific needs into this submission and have organized the information requested for clarity. The *FITCH* team recognizes the importance of this project to the District and will objectively assist the agency in the development of a strategic planning document that will prioritize efforts and guide the agency over the five years.

Our firm is uniquely qualified to submit this response and perform the work required. Fitch & Associates has provided similar planning and analysis services for similar size agencies throughout its 35-year history. Fitch & Associates has served over 1,000 clients in all 50 states and in 12 countries. Our team has wide ranging technical expertise, extensive CPSE/CFAI experience, and California state specific experience.

We hereby submit our proposal for consideration. This proposal and quote for services is valid for 90 days and there are no objections to the standard agreement in Attachment 2. *FITCH* does not utilize any sub-consultants.

For any clarifications or questions through the review and evaluation process, please feel free to contact Dr. Steven Knight, EFO at either 816-500-7481 or [sknight@fitchassoc.com](mailto:sknight@fitchassoc.com).

We appreciate the opportunity to submit this response and look forward to talking with you more about how we can provide you superior services and value.

Warm regards,

A handwritten signature in blue ink that reads "Steven Knight".

Steven Knight, PhD  
Partner

# STRATEGIC PLANNING SERVICES RODEO HERCULES FIRE PROTECTION DISTRICT, CA

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# CONSULTANT'S QUALIFICATIONS

## Organizational History

Fitch & Associates, LLC is a Limited Liability Company originally established as a corporation in 1984. The Firm is located in Platte City, Missouri, a suburb of Kansas City. As a partner, Dr. Steve Knight is authorized to execute any agreement on behalf of the firm. Our physical mailing address and my contact information is:

Fitch & Associates, LLC  
2901 Williamsburg Terrace  
Suite G, Box 170  
Platte City, Missouri 64079  
Telephone: (816) 431-2600  
Facsimile: (816) 431-2653

Fitch & Associates Federal Employer Identification Number (EIN) is 43-1780744.

Throughout its 35-year history, *FITCH* has earned credibility by implementing innovative customized solutions in both the public safety and healthcare arenas. The Firm has consulted with nearly 1,000 communities in all 50 U.S. states and in 12 countries.

Projects have ranged from objective reviews, analysis and system design issues, communications system design, productivity, and enhancement studies to detailed operational, financial, and transition management services including strategic planning, standards of covers and consolidation studies.

The Firm specializes in Public Safety consulting and was founded by Joseph J. Fitch, PhD. in 1984. The principals have managed and developed some of the most innovative emergency service systems in the World.

In addition to its partners, *FITCH* has full-time Senior Associates, research, and support staff members. *FITCH* regularly utilizes more than half a dozen independent consultants that are content and technical experts. Many of our independent contractors have been affiliated with the Firm for a number of years.

These combined resources provide expertise on matters as diverse as organizational psychology, accounting, economics, healthcare administration, public information and education, marketing research, emergency medicine, fire service administration, law enforcement, safety management and “Just Culture” concepts.



## Firm Experience & References

In addition to the intuitive strengths derived from leadership in the emergency services field and more than three decades of consulting, *FITCH* also offers specific expertise gained from multiple projects that required similar expertise to the one proposed. *FITCH* has evaluated numerous communities' needs and provided leadership in a variety of projects that involved collaboration by many different agencies for the common good. We have an ability to keep focused on the final result while keeping the planning process moving.

*FITCH* is uniquely qualified to conduct this review. *FITCH* specializes in public safety consulting and has direct experience with assignments similar to yours.

Below are several recent projects that demonstrate our experience working in public fire agencies.

### ***Rocklin Fire Department, CA***

The Rocklin Fire Department contracted with *FITCH* to develop a standards of cover document and to facilitate a strategic planning process in December 2019. Due to COVID in early 2020, the project was postponed until January 2021, however, during this time the agency contracted with one of our senior consultants to provide service as their interim fire chief due to a sudden vacancy. After a year, our senior consultant was able to help the agency through the early stages of the pandemic, help with the data analysis and take a lead role in recruiting a new permanent fire chief. Their strategic plan was facilitated between March 2021 and May 2021 with a final plan submitted to the agency in June 2021. The standards of cover document is still in progress with anticipated completion in mid-August 2021.

The strategic plan included a community stakeholder component and was completed virtually.

The contact for this project is Fire Chief Reginald Williams. He can be reached at 916-625-5300 or [reginald.williams@rocklin.ca.us](mailto:reginald.williams@rocklin.ca.us).

The project demonstrates the firm's experience with facilitated strategic planning efforts in a virtual environment and the depth of firm's reputation within the fire service industry.

### ***North Port Fire Rescue District, FL***

The North Port Fire Rescue District contracted with *FITCH* to facilitate a strategic planning process in April 2018. North Port was experiencing rapid economic growth but also a swiftly growing EMS call volume due to the larger than average senior citizen demographic migrating to the area. The strategic planning process helped the agency to prioritize their resource needs in time to maximize the value of their budget requests for the coming year. The agency is a direct report to the City of North Port but has a fire protection district overlay that added some complexity to the funding sources and stakeholder expectations.

The North Port Fire Department is combination of a municipal agency with a fire district overlay, protecting a population of approximately 70,000.

The contact for this project is Fire Chief Scott Titus. Chief Titus can be reached at 941-240-8151 or [stitus@cityofnorthport.com](mailto:stitus@cityofnorthport.com).

The relevance of the project demonstrates the value of strategic planning in prioritizing agency budget requests to avoid strategies that have a poor cost/benefit return to the external and internal stakeholders in a complex agency that has both municipal and fire district governance.

### ***South Whidbey Fire EMS, WA***

FITCH was contracted in October 2018 to facilitate a community-driven strategic planning process for the South Whidbey Fire EMS, a fire protection district serving six communities in and around the areas of south Whidbey Island, WA. The agency has unique challenges due to being located on an island with limited mutual aid capabilities, a seasonally changing risk profile due to the transient nature of inhabitants and tourists, and a revenue source that significantly below other comparable agencies in the area. The results of this process included a plan to transition the organization from a predominantly volunteer to a predominantly career/full-time agency with minimal cost to the general fund budget. The strategic plan was also instrumental in helping the agency with a request to raise their annual levy for the District and was adopted by the agency in its entirety in January 2020.

The contact for South Whidbey Fire EMS is Fire Chief H.L “Rusty” Palmer. He can be reached at 360-321-1533 or [chief@swfe.org](mailto:chief@swfe.org)

The project demonstrates the firm’s experience with the facilitation of a community-driven strategic planning process with a fire district facing unique seasonally adjusted risk and funding levels not matching community service-level expectations.

### ***City of Cape Coral, FL***

FITCH was contracted to complete a Standards of Cover process for the Cape Coral Fire Department in February 2019. FITCH facilitated the establishment and adoption of risk-based deployment strategies. The review identified and quantified risks and provided the operational and fiscal impacts to alternatives to the current service delivery model that best aligns risk, demand, and both human and capital resource allocations.

Subsequently, the City hired FITCH to facilitate and develop a strategic planning process. The strategic planning process was completed within two months and presented to city council in April 2019 due to the rapid turnaround time needed by the organization.

The contact for the City of Cape Coral is Fire Chief Ryan Lamb. He can be reached at 239-574-0501 or [rlamb@capecoral.net](mailto:rlamb@capecoral.net).

The project demonstrates the firm's experience with facilitation of a strategic planning process with a medium-sized fire agency and the client's desire to expand to additional projects quickly after experiencing the working relationship during the original SOC work.

### ***City of Brooklyn Park, MN***

FITCH was contracted to facilitate a community-driven strategic planning process for the Brooklyn Park Fire Department in April 2019. The results of this process included a plan to transition the organization from a predominantly volunteer to a predominantly career/full-time agency with minimal cost to the general fund budget.

The contact for the Brooklyn Park Fire Department is Fire Chief John Cunningham. He can be reached at 763-493-8026 or [john.cunningham@brooklynpark.org](mailto:john.cunningham@brooklynpark.org).

The project demonstrates the firm's experience with the facilitation of a community-driven strategic planning process with measurable improvement of service levels supported by multiple stakeholder groups.

### ***Santa Clara County Fire Department, CA***

FITCH was contracted to facilitate a community-driven strategic planning process for the Santa Clara County Fire Department (a complex fire protection agency serving the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno and Saratoga) in September 2019. The strategic planning process included community leaders, elected leaders from throughout the contract cities, in addition to Labor representatives and administrative support staff.

The contact for the Santa Clara County Fire Department is Deputy Fire Chief Suwanna Kerdkaew. She can be reached at 408-341-4430 or [suwanna.kerdkaew@sccfd.org](mailto:suwanna.kerdkaew@sccfd.org).

The project demonstrates the firm's experience with the facilitation of a community-driven strategic planning process with a complex fire agency that includes a fire district overlay.

Additional client references, case studies, and testimonials are available on the firm's website at [www.fitchassoc.com](http://www.fitchassoc.com).

### ***Fort Myers Fire Department, FL***

FITCH was contracted to facilitate a community-driven strategic planning process for the Fort Myers Fire Department February 2021. The strategic planning process included community leaders, elected leaders from throughout the community, in addition to Labor representatives and administrative support staff. Per the client's request, this process was completed 100% virtually.

The contact for the Ft. Myers Fire Department is Assistant Fire Chief Valerie Leitschuh. She can be reached at 239-771-4342 or [vleitschuh@cityftmyers.com](mailto:vleitschuh@cityftmyers.com).

The project demonstrates the firm's experience with the facilitation of a community-driven strategic planning process 100% virtual.

Additional client references, case studies, and testimonials are available on the firm's website at [www.fitchassoc.com](http://www.fitchassoc.com).

## Qualifications of the FITCH Team

*FITCH's* specific strengths for this project are centered in the ability to objectively conduct research, manage multiple project priorities and blend both expert and local resources while building support for the outcome(s). Our key strengths include talented and experienced consultants who are leaders in their field, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

**Talent** – Each project is managed by a *FITCH* partner who is responsible for bringing together the specific resources necessary to meet the client's needs. Staffing for this project involves three primary team members. Team members have been selected for their specific areas of expertise that match the requirements of this project. Team members are all subject matter experts who are leaders in their field. Some are well-known speakers providing leading-edge and industry best practices presentations at fire/EMS conferences and workshops throughout the U.S. Many have articles published in fire/EMS related publications and periodicals. All are passionate about helping the client.

**Time-Tested Methodologies** – *FITCH's* experience and that of the individual consultants involved represents an unparalleled base for the tasks at hand. We have worked with more than 1,000 clients including local, state and federal government agencies; municipal and volunteer fire departments; ambulance services and hospitals.

**Teamwork** – Throughout its history, *FITCH* has stayed true to its core values by accomplishing projects using a collaborative approach. This approach offers high levels of involvement for system participants without compromising the independent or objective nature of the project.

**Timeliness** – *FITCH* is known for producing its work on or before the scheduled completion date and within budget. Timeliness also involves consultant access and response times. Both are as important in consulting, as they are in emergency services.

**Tangibles** – Tangible results in consulting mean developing solutions addressing the client's needs and providing recommendations that are implemented. *FITCH* is well known for developing innovative solutions to complex issues. Our recommendations and tangible work products have

been implemented with greater frequency than those of any other national public-safety consulting firm.

Members of the *FITCH* project team are highly qualified academically with some serving as faculty members at leading educational institutions. Most importantly, *FITCH* has real-world experience managing large urban and rural services across the nation and a track record of content-specific consulting. Each of the firm's partners, the project lead and the consultants proposed for this project have extensive emergency services management experience of 30 years or more. The commitment of top-level resources underscores the importance *FITCH* places on this project team.

We propose a team of experts in municipal/special district leadership, fire protection, and emergency medical services to assess performance and explore options for your agency to operate within funding limitations while preparing for the agencies' future service delivery in an operationally effective, efficient, and sustainable manner that is aligned with the specific community risks and expectations for service.

*FITCH* is uniquely suited for this project. We have reviewed emergency service systems and developed strategic plans and staffing & deployment plans for over 35 years. We have taught multiple approaches for fire and EMS deployment models for more than a decade as part of the Communications Center Manager's (CCM) program and the Ambulance Service Managers program (ASM) we conduct under the auspices of the International Academies of Emergency Dispatch (IAED) and the American Ambulance Association, respectively. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA). In particular, our approach to strategic planning is unique, highly functional and award winning.

The following biographical profiles highlight the expert qualifications this team brings to this Project.

## **Project Team Members**

**Chief Steven Knight (Ret.), PhD, Partner – Project Oversight.** Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida (pop. 260,000, 14 stations, 350 FFs). He has served as a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served with the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a

graduate of and prior approved faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight is an accredited Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute, and is an affiliate faculty with the University of Central Florida's College of Medicine.

**Chief Micheal Despain, MA, EFO, CFO, MiFireE. - Senior Consultant.** Chief Despain has over 36 years of experience in the public safety field, previously serving as fire chief for the City of Clovis (CA) and the City of Lincoln (NE). He has also served as interim fire chief for the cities of Fresno (CA), Rocklin (CA), Piedmont (CA), as well as a second time serving Lincoln (NE). His most current project is as Interim Deputy Fire Chief (short-term contract) for the City of Redmond (WA).

Chief Despain has served as a subject matter expert and consultant on fire and EMS deployment projects for the U.S. Fire Administration and Center for Public Safety Excellence (CPSE). He has also served as a board member for the League of California Cities and California Fire Chiefs Association, developing policy and legislation on numerous state and national fire service issues. He speaks regularly at a broad array of conferences and training venues on emergency service outcomes, professional development and other contemporary issues facing the fire service. Over the years he has made substantial contributions to written publications and standards development in fire and life safety and has been an adjunct instructor at National University, providing graduate-level instruction on safety/environmental program management.

Through his work as a chief, his consulting work, mentoring, teaching, peer reviewing, and work with various fire service and civic organizations, Chief Despain has provided assistance to an impressive array of fire agencies and individual fire officers, elected officials and municipal and state managers throughout his career.

Chief Despain earned a Bachelor of Arts degree from Fresno Pacific University, a Master of Arts degree from National University, and is a graduate of the Executive Fire Officer program through the U.S. Fire Administration's National Fire Academy in Emmitsburg, Maryland.

Chief Despain authored and co-authored numerous professional publications and articles, most notably; the *Fire and Emergency Services Self-Assessment Manuel 9<sup>th</sup> Edition*, the *Community Risk Assessment: Standards of Cover 6<sup>th</sup> Edition*, and the *21<sup>st</sup> Century Fire and Emergency Services* – a joint project between subject matter experts from CPSE and representatives from ICMA.

In March 2019, Chief Despain's agency was awarded the Randy R. Bruegman Agency Innovation award by CPSE for his development of the same strategic planning process currently used by FITCH and proposed for this project.

**Chief Eric Nickel, CFO, CFC, EFO – Senior Consultant – Fire (Project Lead).** Chief Eric Nickel has 30 years of service and experience as a professional firefighter and most recently retired as Fire Chief for the City of Santa Barbara, CA. Originally educated to be a banker, he graduated from California State University, Long Beach with a degree in Business Administration, Finance. A fateful summer fighting forest fires radically changed his career path. He has worked for five fire departments, large and small, in Southern and Northern California. Prior, Chief Nickel served as the Fire Chief for the Palo Alto Fire Department beginning in 2012.

Eric is a graduate of the National Fire Academy's Executive Fire Officer Program and is professionally credentialed as a Chief Fire Officer through the Commission on Professional Credentialing. He is also a certified Fire Chief through the State of California State Board of Fire Services. He is one of three active California Fire Chiefs to hold all three professional certifications.

Eric has focused his professional research on fire agency community engagement and public relations programs, using social media as a community link and creating predictive analytic technology solutions to forecast risk reduction opportunities and predict calls for service. Eric seeks to use innovative solutions to make life safer and to create an all-risk emergency services department ready to meet the future challenges and community needs.

**Chief John Binaski, MA – Senior Consultant.** John Binaski has over 29 years of experience in the fire service and currently serves as the Fire Chief for the City of Clovis (CA). The Clovis Fire Department has been an accredited agency by the Commission of Fire Accreditation International since 2003. Chief Binaski's professional experience includes 7 years as a Peer Assessor for the Center for Public Safety Excellence (CPSE/CFAI), 5 years as a member of a Type I Incident Command Team, is a certified Fire Chief with the California State Board of Fire Services and has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Chief Binaski also served as an adjunct professor and Fire Technology Coordinator for the College of the Sequoias.

Chief Binaski earned a Bachelor of Arts degree from Cogswell Polytechnic College, a Master of Arts degree from Long Beach State University, and is a graduate of the Executive Fire Officer (EFO) program through the U.S. Fire Administration's National Fire Academy in Emmitsburg, Maryland. Chief Binaski has served or serves on a number of boards and committees including the League of California Cities, the Fresno County Emergency Medical Care Committee, California State Training and Advisory Committee, and the California Fire Chief's Association.

## **Utilization of Sub-Consultants**

*FITCH* does not utilize any sub-consultants. All of our consultants work exclusively for the firm with respect to consulting.

## PROPOSED METHODOLOGY

Methodology depends greatly on the needs of the client. For some agencies, they may not have the resources or capacity to conduct a strategic planning process yet need a finished product quickly and plan on contracting out such services again and again in the future. *FITCH* can certainly provide this level of service quickly and efficiently at intervals that best meet the client's timelines. For other agencies, they have the resources and capacity but are not experienced in strategic planning. These agencies might be more interested in a process they are able to replicate internally during future planning cycles. *FITCH* can certainly deliver this level of service, including providing templates for efficient replication.

With *FITCH*, it is our experience that the most successful strategic planning processes typically include a high level of involvement from a cross-section of key leaders, both formal and informal, from within the organization, such as the fire chief, command staff, line personnel, labor group leadership, and administrative support staff. While their participation is not required at each and every step, their buy-in along the way provides the highest chances of a successful project for all stakeholders in the end and will provide the most value for years after the plan development.

With the agency's support, the final product will be designed to meet the needs of the client in the following ways:

- The strategic plan should be accepted and supported from a broad base of stakeholders, most importantly the community, the employees and elected officials, due to the process methodology.
- The strategic plan can be specially designed to meet the requirements for accreditation through the Commission on Fire Accreditation International (CFAI) if the agency decides to become a candidate.
- The agency will have a group of community advocates that can be of assistance for future outreach/feedback needs after the conclusion of the process (value months and years beyond the project conclusion).

## Project Initiation and Development of the Work Plan

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview to the approach of the project will be provided. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items from the agency and provide an opportunity to refine any specific objectives related to each service area or objective.

Specifically, the following elements will be confirmed:

- Primary tasks to be performed
- Person(s) responsible for each task



- Timetable for each objective to be completed
- Method of evaluating results
- Resource identification
- Identify obstacles or problem areas associated with the accomplishment of each task

## Resources and Obligations of Client/Agency Staff

As proposed, the *FITCH* team would request that the staff assist with the following items:

- Identifying and scheduling internal and external stakeholders (numbers TBD)
  - We understand this might be completed in more of an “open house” type event.
- Providing email addresses for, or hosting, an electronic survey for personnel (if desired)
- Review and provide feedback on survey development
- Coordination of “ride along”, facility tours and/or “hands on” orientation events for external stakeholders (if desired and safe)
- Provide meeting facilities for internal and external stakeholder groups (if in-person meetings are desired)
  - Consider hosting lunch/dinner/light refreshments for up to (3) internal and external stakeholder meetings depending on the preferred meeting times and duration (TBD)
  - Provide supplies such as easels, markers, and table placement name tags
  - Provide audio/visual capability to present using PowerPoint
  - Provide copies for participants as well as display sized documents (poster size)
- Review and provide feedback of draft work products
- Provide final approval of strategic plan

## Facilitated External Stakeholder Workshop(s)

Facilitated external stakeholder workshops are designed to provide a brief overview of the agency’s services and have the participants provide prioritized feedback on the current services delivered by the agency as well as desired services moving forward. In addition, open-ended questions will be provided for participants to provide candid feedback for the agency on strengths and challenges. As desired, the intended audiences will be defined in collaboration with the agency’s leadership. This segment of the process can be conducted in-person or virtually depending on the client’s desires.

**Within the scope and pricing of this proposal, the *FITCH* team will work with the Client to determine the greatest value on stakeholder input methods.** For example, representative form of governance structure, online survey, community meetings, or specific public representation in the planning meetings. Each agency and community is unique so the *FITCH* team will review all the options available with the client prior to implementation.

## Facilitated Internal Stakeholder Workshop(s)

The facilitated planning process will include representation from every identified stakeholder group. During this proposed two-day process (at minimum), *FITCH* will guide the participants through the development or refinement of the mission, vision, and values statements, a SWOT/SWOC Analysis, and the development of goals, objectives, tasks and implementation timelines while answering the five guiding questions presented as Figure 1. Finally, recommendations for specific performance measurement tools and strategies for successfully managing the plan will be provided.

**Figure 1: Project Approach**



## Preparation, Review, and Finalization of Strategic Plan

The work products from the strategic planning workshops, and any subsequent updates, will be collated into a “draft stakeholder findings” report which will be used in the development of a strategic planning document. The draft will be shared with the agency’s strategic planning team to ensure the *FITCH* team captured both the accuracy and intent from the workshops. Once approved, the strategic plan will be completed and disseminated in final form.

The draft stakeholder findings report will include references to, but not limited to;

- The validity of the agency’s current Mission, Vision and Core Values statements.
- How agency compares to agencies of similar size, services provided and community risk.
- The cost/benefits of benchmarking to the Insurance Services Office – Fire Protection Class system, accreditation through the Commission on Fire Accreditation International (CFAI), Cardiac Arrest Registry for Enhanced Survival (CARES), or any other 3<sup>rd</sup> party assessment process that resonates with the agency.
- Evaluation of current baseline performance in comparison to community’s desired benchmark outcome performance.
- Provide feedback and recommendations on alternative funding or costs avoidance opportunities.
- Summary of Outcomes desired by the internal and external stakeholder groups.

The strategic plan final report will include specifics related to but not limited to;

- Confirming the agency's Mission, Vision and Core Values.
- Recommendation of strategic initiatives, goals and objectives, in priority order, for three to five years depending on agency preference.
- Summary of agency history, strategic planning process and analytics necessary to meet CFAI standards for consideration for accreditation.
- The agency will also receive a project tracking form that will allow tracking of assignments throughout the lifespan of the strategic plan.

## **WORK PLAN AND TIMETABLE FOR THE PLANNING PROCESS**

The process identified in the previous sections will yield the desired results for this project.

The proposed scope of work demonstrates that the consultant understands the desired outcomes and has proposed objectives and tasks to achieve that outcome. A table for each of the proposed objectives and time frames is included to describe the project more clearly.

**Figure 2: Proposed Timeline**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Kick-Off Meeting, Refine Work Plan and Scope	On-site or Virtual						
Background Information, Data Assessments, GAP Analyses, SWOT Analyses, etc.	Blended	Blended					
External Stakeholder Workshop - Invitations			Virtual				
Internal Stakeholder Workshop - Invitations			Virtual				
Develop and distribute surveys			On-site or Virtual				
External Stakeholder Workshops				1 day			
Internal Stakeholder Workshops				2 days min			
Development of Draft Strategic Plan Report					30 to 45 days		
Review of Draft Strategic Plan Report						Time Is Agency Specific	
Town Hall Meeting							
Development and Delivery of Final Plan							2 weeks after Agency approval
Formal Presentation							Within 30 days of approval if desired
Proposed On-site or Virtual	On-Site	On-Site	Either	Either	Virtual	Virtual	On-Site

As designed, the initial strategic planning process is designed to be completed within 30 to 60 days of the project kick-off but can be adjusted based on agency preference. Workshops can be scheduled over three or more days, back-to-back, to save travel expenses based on agency preference.

The project team has sufficient capacity to complete this project both on time and as proposed.

## **SERVICE ENHANCEMENTS**

It has been our experience that most strategic planning processes will encompass a 5-year time horizon with the understanding that the plan would be refreshed approximately every 3 years. The proposed process by *FITCH* can provide this enhanced assessment during the process at no extra charge if the agency desires.

## **SCOPE ITEMS IDENTIFIED IN THE RFP NOT SPECIFICALLY IDENTIFIED**

The scope of work in Attachment 1 identified specific background elements and goals that are desired to be included the high-level strategic planning process previously described in this proposal. As designed, it is recommended that the additional scope is completed and included for consideration during the strategic planning process to anchor the conversations in a strong foundation.

As previously described, the facilitated strategic planning process will include community engagement with focused stakeholder input, general information gathering and reviews, structured interviews with key internal stakeholders, and the development of Mission and Vision statements as well as fully developed Goals and Objectives with specific and measurable timelines.

## **Information Gathering and Documentation not Already Identified**

### ***Priorities for Potential Service Expansions and Improvements***

This will be informed from direct observations of the capital and facilities, a tour of the response area and risks, and structured interviews with the Fire Chief, the Board, and key stakeholders.

### ***Training Assessment and Gap Analysis***

This will be completed by a review of available training records, annual training plans, direct observations of training facility and/or training props and structured interviews with the staff and key stakeholders. This will include an environmental assessment of additional collaborative opportunities.

### ***District Socioeconomic and Demographic Information***

Utilizing the District GIS boundaries in the form of a shape file, we will utilize GIS and Census data bases to describe the desired socioeconomic and age demographics across the district. These will include elements such as housing density, age of housing, per capital income, household income, housing unit density, population density, unemployment rates, homeownership rates, vacancy rates, and age.

If desired, any sub-district level geographic boundaries may be evaluated in a similar manner. For example, if there are different municipalities, villages, towns, etc. within the District or electoral districts that are meaningful to the Fire Protection District.

### ***Environmental Analyses***

This will be completed with direct observations and structured interviews. However, the majority of this environmental analyses will be completed within the community and external stakeholder engagement part of the process. The FITCH team will work with the client to help define prioritized topics to engage the community.

### ***Analyses in Trends in Calls for Service***

Either CAD or RMS data will be utilized to assess multi-year trends in call data and distribution. A comparison to national and/or regional experience will be provided as well.

### ***Information on Volunteer Recruitment offered by Fire Districts in California***

The lead consultant Chief Eric Nickel lives in the bay area and has worked for several fire districts. In addition, all three California chiefs on this project have served as the chair of the fire chiefs section for the League of California Cities. Therefore, there is a strong network and capability to provide best practices across California.

### ***SWOT/SWOC Analysis***

The evaluation of strengths, weakness, opportunities, and threats can be accomplished in two distinctive approaches. First, is an independent internal exercise with the Chief, Board, and key stakeholders (primarily internal). The results of the SWOT analysis can be integrated into the strategic planning facilitation with external stakeholders and customers. Second, is to integrate the SWOT analysis within the strategic planning facilitation with the blended group of internal and external stakeholders.

At project kick-off we will refine options such as this with the Chief and Board prior to finalizing all workplans, roles and responsibilities, and timelines.

### ***Development of a Succession Plan***

Available best practice resources will be provided to guide a discussion on appropriate and implementable succession planning. Structured interviews will help define the expectations for succession, including the desired qualities and qualifications that are best aligned with the organization's missions, visions, and values.

## ***Financial Analyses***

A review of all financial and budget information will be completed that is summarized and presented. This will include all current costs and revenues as well as a full cost/benefit assessment of any prioritized goals and objects from the planning process.

## ***Revenue and Funding Analyses***

An assessment of opportunities for revenue enhancement will be completed that may assist in funding future service enhancements and key goals and objectives developed within the process. This may include revenue generation vehicles which can be implemented at the District's discretion, via service agreements with other agencies, or via state legislation or local election.

The relative support for any additional revenue and funding opportunities will be vetted with the Board to prioritize opportunities for further exploration. A comparative process will include assessments of similar District fee structures within Contra Costa County.

## **Key Tenants for the Strategic Planning Process**

It is understood that the strategic planning process is intended to address the following key tenants:

1. Maintain or Improve the Fire District's Public Protection Classification (PPC) Rating of 2 from ISO as the jurisdiction continues to grow, develop, and change over the next five years.
2. Identify example or potential service expansions/improvements; shared service opportunities; and adding or enhancing key performance indicators.
3. Examples of potential organizational improvements such as changes in staffing, greater emphasis on EMS, and coordinating social service organizations such as mobile integrated health (MIH) programs.

Understanding the District's expectations for these established tenants to the process. This work will largely be completed in order to educate the key stakeholders and begin the community feedback process with a strong foundation in prioritized elements from the Chief and the Board. In other words, these tenants will be treated much like participatory management practices, where the goals are prescribed but the participants can help frame the objectives, steps, responsibilities, and timelines to achieve the goals.

## ***Town Hall and Final Report to the Board***

As previously described, the draft reports will be provided to the District to review for findings of fact and clarity. Once the draft is approved, it is understood that the *FITCH* team will host a Town Hall meeting to review the strategic plan and the associated implementation action plan. Once completed and any substantive feedback is included and discussed with the Board, a final report will be completed and submitted to the Board.

# COST PROPOSAL

As proposed, this project will be a fixed cost, not to exceed, price of \$44,500.

**Figure 3: Proposed Fees and Expenses**

Project Activity	Costs
All Inclusive Project Total	\$44,500

If any additional or specifically tailored activities are requested, *FITCH* would bill all additional services at a blended service rate of \$275/hour inclusive of travel and expenses. It is understood that no additional services would be completed or billed without the express consent and direction of the client.





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# Strategic Planning Services

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ENVIRONMENTAL ASSESSMENT AND GAP ANALYSES

A dark blue map of the United States with white state boundaries. Numerous orange circular dots are scattered across the map, representing various locations. The text "35+ Years of Experience" is centered over the map in white font, with a thin white horizontal line underneath it.

35+ Years of Experience

# Strategic Planning and/or Organization/Operations Gap Analyses

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Santa Clara  
County, CA

Ripon Fire  
Protection District,  
CA

El Dorado Hills  
District, CA

El Dorado County  
Emergency  
Services Districts 1  
& 2, CA

City of Roseville,  
CA

City of Riverside,  
CA

City of Rocklin, CA

City of Davis, CA

City of Chico, CA

Suisun City, CA

City of Sanger, CA

City of Encinitas,  
CA

City of Manteca,  
CA

City of  
Watsonville, CA

Snohomish County  
Fire District #7,  
WA (Third Project  
after Mergers)

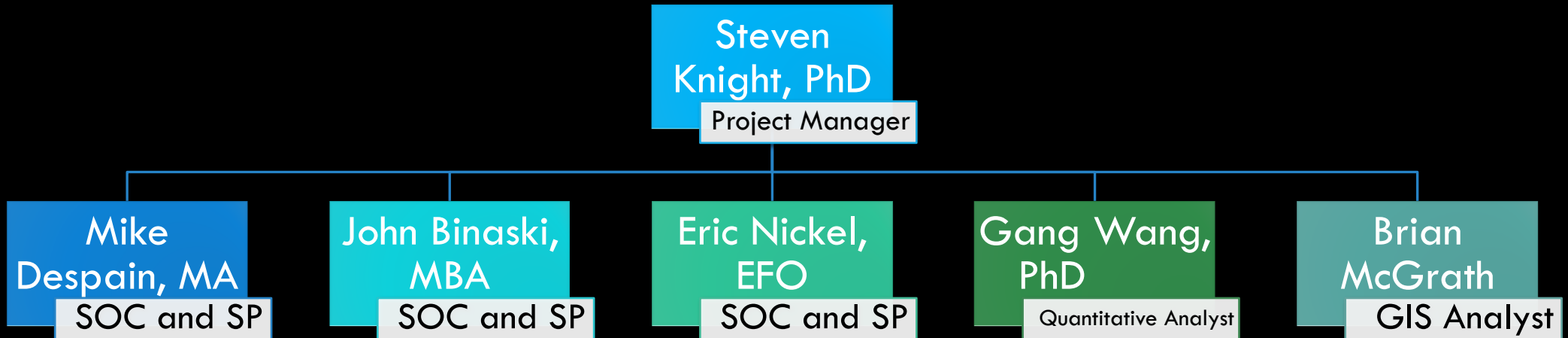
Prince Georges  
County, MD

St. George's Fire  
Protection District,  
LA

Bonita Springs Fire  
Protection District,  
FL

# Proposed Project Team

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The background features a blurred financial market interface. It includes a line chart with a blue line showing fluctuations. Below the chart, there are several rows of data for different stock indices, such as OMXC25, OMXRGI, OMXI8, and OMXI9. Each row displays the index name, its current value, and a change indicator (e.g., 'Buy' or 'Sell'). The overall color scheme is dominated by blue and red tones, typical of financial data visualizations.

# Process for Data Collection

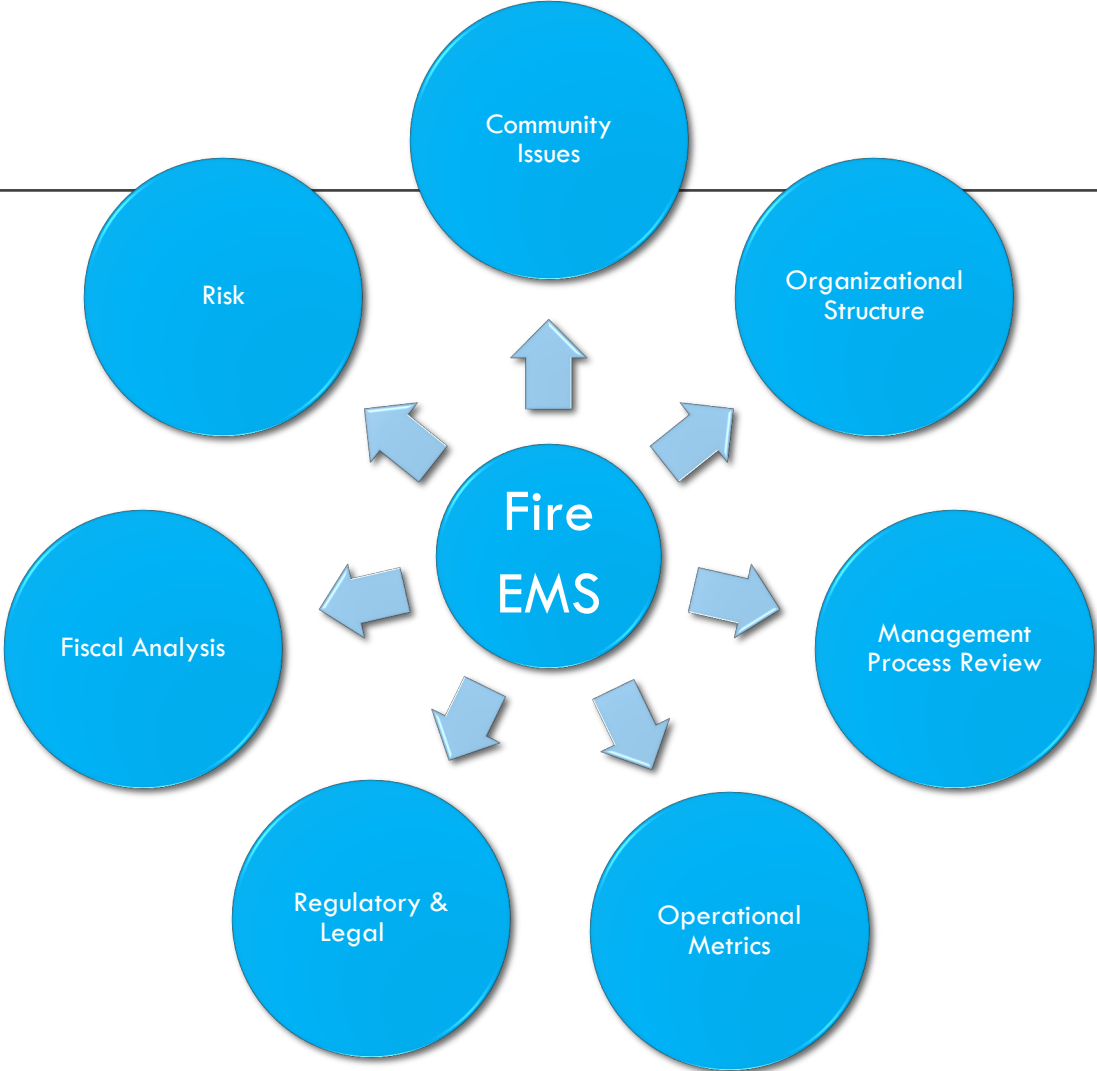
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# Data Collection

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Data	Source
Stakeholder Input	Structured Interviews, survey, townhall – TBD by Client
Performance Data	CAD/NFIRS/RMS/ePCR
Service Demands and Historical Risk	CAD/NFIRS/RMS/ePCR
Risk – Occupancy Level	ISO Batch Report or Department RMS
Future Demands	Urban Growth Boundaries, Planning and Economic Development, Comprehensive Land Use Plans, and Historical Trends in Data
Geographic Limitations	GIS
Fiscal Capacity / Budget	District and Department
Operations and Program Data	Direct Observations, Structured Interviews, Review of Existing Documents

# Customized to Community's Specific Needs





# Finding the Right Balance

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Risk  
Performance  
Demand  
Operations



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Expectations  
Fiscal Realities  
Long-term Sustainability  
Alternative Models



# Community Driven Strategic Planning

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# High-Level Planning Framework

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Why Do We Exist?



Where Are We Now?



Where Do We Want To Be?



How Do We Get There?



How Do We Measure Our Progress/Impact?

The image shows several rolled-up architectural blueprints resting on a light-colored wooden surface. The blueprints are white with black lines and text, showing various technical drawings, dimensions, and annotations. The perspective is from an angle, looking down at the blueprints. The text 'High-Level Project Components' is overlaid on the right side of the image.

# High-Level Project Components

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- ❑ Priorities for potential service expansions and improvements
- ❑ Training assessment and gap analysis
- ❑ District socioeconomic and demographic information
- ❑ Environmental analyses
- ❑ Analysis in trends for calls for service
- ❑ Information on volunteer recruitment offered by Fire Districts in California
- ❑ SWOT/SWOC analyses
- ❑ Development of a succession plan
- ❑ Financial/fiscal analyses
- ❑ Revenue and funding analyses

The image shows several rolled-up architectural blueprints on a light-colored surface. The blueprints are white with black lines and text, showing various technical drawings and dimensions. The rolls are arranged in a way that they appear to be unrolling or partially unrolled, creating a sense of depth and focus on the technical details of the drawings.

# High-Level Project Components

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1. Project Initiation and Scheduling
2. Planning Workshops – Internal, External, and/or Integrated
  1. Objective 1 – Vision, Mission, and Values
  2. Objective 2 – Internal and External Assessments
  3. Objective 3 – Goals and Objectives
  4. Objective 4 – Performance Measurements
3. Develop Draft and Final Reports

# Proposed Timelines

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Kick-Off Meeting, Refine Work Plan and Scope	On-site or Virtual						
Background Information, Data Assessments, GAP Analyses, SWOT Analyses, etc.	Blended	Blended					
External Stakeholder Workshop - Invitations			Virtual				
Internal Stakeholder Workshop - Invitations			Virtual				
Develop and distribute surveys			On-site or Virtual				
External Stakeholder Workshops				1 day			
Internal Stakeholder Workshops				2 days min			
Development of Draft Strategic Plan Report					30 to 45 days		
Review of Draft Strategic Plan Report						Time Is Agency Specific	
Town Hall Meeting							
Development and Delivery of Final Plan							2 weeks after Agency approval
Formal Presentation							Within 30 days of approval if desired
Proposed On-site or Virtual	On-Site	On-Site	Either	Either	Virtual	Virtual	On-Site

Questions?





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crystal IBC LLC 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 212-344-2444		<b>FAX (A/C. No.):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : Endurance American Specialty I			41718
<b>INSURED</b> Fitch & Associates, LLC PO Box 170 Platte City MO 64079	EMPRGRO-01		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 29482515

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PRO10003015410	2/12/2021	2/12/2022	Limit Per Claim: \$3,000,000 Aggregate Limit: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Rodeo Hercules Fire Protection District

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**MEMORANDUM**

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

**FROM: Darren Johnson, ACTING FIRE CHIEF**

**DATE: February 9, 2022**

**RE: Recruitment and Retention Budget Allocation Request**

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**BACKGROUND:**

The Board previously received an update regarding the District's recruitment and retention efforts and challenges. Since then, the District posted a recruitment flyer for entry level firefighters and firefighter/paramedics, conducted oral boards and reviewed the results.

Since the January board meeting, the District has received one resignation notice, effective February 9, 2022. In anticipation of two service retirements in March, and five anticipated separations around the same time, the District offered conditional employment letters to five potential recruits. During our hiring process we were unable to hire paramedics due to the lack of paramedic applicants. Other options for paramedics are being explored. The fire chief along with the firefighters have chosen to not participate in the Berkeley F/F I/II academy due to the level of experience of the candidates. All but one has had a recent accredited academy within 15 months of the hiring process and all are affiliated with a fire department.

In consideration of the multiple anticipated separations from the District, it is necessary to conduct a Fire Captain Promotional Exam in the next 2-3 months. In 2021, the District used Jack Clancy Associates to conduct this exam, but that list has been exhausted.

**FISCAL IMPACT:**

The District anticipates a cost of \$12,000.00 to conduct this promotional exam.

**RECOMMENDATION:**

It is recommended that the Board approve a budget allocation in the 2021-22 budget of \$12,000 to conduct a Fire Captain Promotional Exam.

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

**MEMORANDUM**

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

**FROM: Darren Johnson, ACTING FIRE CHIEF**

**DATE: February 9, 2021**

**RE: Mid-Year Budget Report for FY 2021-22**

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The attached reports summarize the Fire District's financial position through the second quarter, ending December 31, 2021. Substantive information from the County financial ledger is illustrated in the Fire District chart of accounts. This report is created by Fire District staff with the support and assistance of the Board appointed third party independent financial advisor from Municipal Resource Group.

**BACKGROUND:**

The Fire District Board of Directors adopts the current year budget on or before the September 30 deadline. Throughout the fiscal year, the staff develops quarterly budget analysis reports for the Fire District Board of Directors. The purpose of the budget report is to provide an overview of the Fire District's financial condition and recommend budget and performance adjustments to more accurately reflect projected resources and expenditures.

**MID YEAR RESULTS:**

To date, the Fire District's approach to revenue projections and expense allocations appears to be significantly more conservative than overall activity in the General Fund. Property Tax is the primary source of revenue to the General Fund and is currently performing at about 82% of its projected levels. It is anticipated that the District should receive all its budgeted tax funds by the end of the fiscal year.

**REVENUE ANALYSIS:**

The Fire District is on track to receive its anticipated secured property tax revenue for fiscal year 2021-22. The Fire District expects nominal additional revenues from the County Assessor's office between now and the end of the budget year. The District did receive Covid Relief funds in the amount of \$276,087, which was not a budgeted revenue.

**RODEO HERCULES FIRE PROTECTION DISTRICT**  
**DISTRICT REVENUE AS OF 12/31/2021 (2nd QTR)**  
**For All Funds**

DESCRIPTION	GL CODE	ACTUAL FY2020-21	ADOPTED BUDGET FY2021-22	THRU 12/31/22 ACTUAL	YTD POSITION
Prop. Taxes-Current secured	9010	3,872,503	4,211,244	3,496,663	83%
Prop. Tax-Supplemental	9011	83,438	105,584	29,716	28%
Prop. Tax-Unitary	9013	73,996	74,000	78,890	107%
Prop. Tax-Current Unsecured	9020	136,572	130,000	112,850	87%
Prop Tax-Prior-Secured	9030	(5,361)	(5,631)	(14,285)	254%
Prop Tax-Prior-Supplemental	9031	(4,137)	(4,981)	(64)	1%
Prop Tax-Prior-Unsecured	9035	2,050	(1,000)	710	-71%
<b>TOTAL PROPERTY TAXES</b>		<b>4,159,060</b>	<b>4,509,216</b>	<b>3,704,480</b>	82%
Benefit District	9066	1,361,249	1,361,249	1,362,081	100%
<b>TOTAL BENEFIT DISTRICT</b>		<b>1,361,249</b>	<b>1,361,249</b>	<b>1,362,081</b>	100%
H/O Prop Tax Relief	9385	28,655	29,956	13,687	46%
Other In Lieu Taxes	9580	192	192	171	89%
LAIF Interest	9181	10,007	14,000	2,900	21%
RDA NonProp-Tax Pass Thru	9591	469,725	427,275	239,810	56%
Misc. Government Revenue	9595	-	-	-	0%
Fire Prevention Plan Review	9741	15,913	20,000	11,467	57%
Other Revenue/Measure "H"	9895	85,504	85,592	-	0%
Other District Revenue	9980	13,562	23,109	19,462	84%
COVID Relief Funds	9471	-	-	276,087	
Misc. Non Taxable Revenue	9975	-	-	666	
<b>TOTAL INTERGOVERNMENTAL</b>		<b>623,558</b>	<b>600,124</b>	<b>563,585</b>	94%
Measure "0"	9066	2,502,195	2,519,748	2,513,979	99.77%
Grant Fund	9980	-	-	-	
Development Impact Fee	9600	-	-	-	
<b>TOTAL OTHER REVENUE</b>		<b>2,502,195</b>	<b>2,519,748</b>	<b>2,513,979</b>	99.77%
<b>TOTAL REVENUE</b>		<b>8,646,061</b>	<b>8,990,337</b>	<b>8,144,125</b>	91%

**EXPENDITURE ANALYSIS:**

Salaries through December 31<sup>st</sup> are about 53% (averaging Holiday Pay, Permanent Salaries, Temporary Salaries, and Overtime) expended.

Overtime expenses are about 83% expended, due to strike team deployments, worker's compensation absences, and unusually high sick leave absences, —items which were not budgeted for. A portion of these expenses are reimbursed from California office of Emergency Services and worker's compensation insurance.

See Expenses Table on Page 4.

**MEASURE O:**

Prior to the Fire District receiving its revenues from Measure O in October, the account fund balance is used to pay for budgeted expenses. This midyear report shows Measure O Revenues and Expenses currently tracking fiscal year projections.

DESCRIPTION	GL CODE	ACTUAL FY 20-21	ADOPTED BUDGET FY21-22	MIDYEAR FY2021-22	%
Beginning Fund Balance		\$ 802,156	\$ 834,147		
Revenue	9066	\$ 2,502,195	\$ 2,519,748	2,513,979	99.77%
<b>TOTAL REVENUE</b>					
Group Insurance-Active	1060	\$ 452,926	\$ 468,184	\$ 309,543	66%
OPEB Matching Funds	1060	\$ 64,507	\$ 92,635	\$ 31,129	34%
Group Insurance-Retiree	1061	\$ 303,323	\$ 327,424	\$ 146,701	45%
CCCERA UAAL Payment	1044	\$ 1,639,704	\$ 1,684,896	\$ 1,684,896	100%
County Collection Fee	3530	\$ 9,743	\$ 10,000	\$ 10,005	100%
<b>TOTAL EXPENDITURES</b>		\$ 2,470,203	\$ 2,583,139	\$ 2,182,275	84%
<b>PROJECTED ENDING FUND BALANCE</b>		\$ 834,147	\$ 770,756		

**RODEO HERCULES FIRE PROTECTION DISTRICT  
FISCAL YEAR 2021-22 MIDYEAR EXPENDITURES  
THRU DECEMBER 31, 2021**

DESCRIPTION	GL CODE	ACTUAL EXPENSES FY 2020-21	ADOPTED BUDGET FY 2021-22	THRU 12/31/21	YTD POSITION
Holiday Pay	1001	\$ 160,088	\$ 174,648	86,418	49%
Permanent Salaries	1011	\$ 2,270,202	\$ 2,724,066	1,203,600	44%
Drill/Temporary Salaries	1013	\$ 51,775	\$ 54,960	18,614	34%
Overtime	1014	\$ 788,141	\$ 600,602	496,862	83%
FLSA	1014	\$ 50,958	\$ 59,811	29,648	50%
Deferred Compensation	1015	\$ 10,800	\$ 10,800	10,800	100%
FICA	1042	\$ 51,706	\$ 40,000	28,773	72%
Retirement - Normal	1044	\$ 544,736	\$ 500,000	305,227	61%
Retirement - UAAL	1044	\$ 1,639,704	\$ 1,684,896	1,684,896	100%
Group Insurance	1060	\$ 509,201	\$ 530,667	338,399	64%
Group Insurance-OPEB Matching Funds	1060	\$ 64,507	\$ 92,635	31,129	34%
Group Insurance - Retiree	1061	\$	\$ 327,424	147,019	45%
Unemployment	1063	\$ 5	\$ 1,000	612	61%
Workers Compensation Insurance	1070	\$ 250,642	\$ 320,000	163,208	51%
<b>TOTAL SALARIES AND BENEFITS</b>		<b>6,392,464</b>	<b>7,121,509</b>	<b>4,545,204</b>	<b>64%</b>
Office Expenses	2100	31,519	22,850	8,298	36%
Books/Periodicals/Subscriptions	2102	2,924	2,485	837	34%
Communications	2110	186,442	225,375	35,966	16%
Utilities	2120	32,746	36,323	22,113	61%
Small Tools & Equipment	2130	1,265	23,500	869	4%
Medical Supplies	2140	55,930	78,000	3,163	4%
Food	2150	1,515	4,420	1,818	41%
Clothing & Personal Supplies	2160	13,540	13,320	6,781	51%
Household Expense	2170	5,122	16,500	2,511	15%
Publications & Legal Notices	2190	662	1,300	580	45%
Memberships	2200	5,889	5,312	3,628	68%
Rents & Leases - Equipment	2250	8,685	3,660	90	2%
Lease Payments-Vehicles	2250	80,401	269,114	278,519	103%
Repairs & Service Equipment	2270	9,323	34,458	4,486	13%
Central Garage Repairs	2271	53,547	80,000	25,424	32%
Central Garage Gasoline/Oil	2272	2,304	8,100	3,772	47%
Central Garage Tires	2273	4,516	10,000	2,924	29%
Maintenance Radio - Electronic Equip	2276	46,753	57,380	550	1%
Maintenance of Buildings	2281	167,600	151,450	31,128	21%
Other Travel Expenses	2303	2,510	4,560	4,116	90%
Professional/Specialized Services	2310	282,849	293,088	140,473	48%
Data Processing Service	2315	792	960	617	64%
Data Processing Supplies	2316	-	323	-	0%
Information Security	2326	1,709	2,194	976	45%
Insurance	2360	42,168	60,832	56,750	93%
Fire Fighting Supplies	2474	99,491	56,770	30,406	54%
Recreation/Physical Fitness Equipment	2476	3,592	2,000	-	0%
Education Supplies & Courses	2477	6,709	19,763	3,554	18%
Other Special Departmental Expenses	2479	8,625	3,420	1,533	45%
Interest on Notes & Warrants	3520	-	1,000	-	0%
Taxes & Assessments	3530	11,364	23,000	21,241	92%
<b>TOTAL SERVICE &amp; SUPPLIES</b>		<b>1,170,488</b>	<b>1,511,457</b>	<b>693,124</b>	<b>46%</b>
<b>TOTAL OPERATING EXPENSES</b>		<b>7,562,952</b>	<b>8,632,966</b>	<b>5,238,328</b>	<b>61%</b>

**Rodeo Hercules Fire Protection  
District**

**MEMORANDUM**

**To:** BOARD of DIRECTORS, Rodeo Hercules Fire District  
**From:** Darren Johnson, Interim Fire Chief *DJ*  
**Subject:** FIRE CHIEF'S REPORT  
**Date:** February 9, 2022

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**CCCERA: Contra Costa County Employees Retirement Association-** Additional information regarding *Alameda County Deputy Sheriff's Assoc. et al., v. Alameda County Employees' Retirement Assn., et al.*, and referred to as the *Alameda* decision was on the agenda for discussion at the September 8 CCCERA Board meeting. The determinations made during that meeting are as follows: The Board of Retirement considered the issues of member contributions and retirement benefit adjustments in connection with elements of pay no longer pensionable under AB 197 and the *Alameda* decision. The Board adopted Resolution 2021-5 that authorizes the following actions in compliance with the *Alameda* decision and applicable state and federal law:

- 1) Determine all member contributions attributable to excluded Terminal Pay Items and On-Call Pay Items made on and after July 12, 2014, and credit or refund all such contributions, with appropriate interest, to the affected members, in a manner that complies with applicable federal tax rules and California law.
- 2) Determine all overpayments of benefits made to retired members due to excluded Estoppel Benefits and On-Call Pay Items since July 12, 2014, and recover those overpayments from the affected members, with appropriate interest, net of any contributions made on and after July 12, 2014, attributable to such excluded items, in a manner that complies with applicable federal tax rules and California law.
- 3) Determine appropriate adjustments to the future retirement benefits paid to affected members in Item 2 above and implement those adjustments at the earliest practicable time.

The above actions will commence upon the final resolution of the three AB 197 lawsuits involving CCCERA. **Reporting:** Interim Chief Johnson

**Labor Relations – Personnel** - New COVID-19 safety precautions are now in place that meet the State of California mandates for vaccinated and unvaccinated employees. Crew safety and protection remain our most significant concerns. Crews strictly follow CDC, County Health, and the Medical Directors' guidelines on personal protective equipment, EMS responses, and decontamination. Personnel currently monitor their health before, when arriving and during their duty shift. Personal protective equipment supplies and burn rates are monitored and tracked by the department's medical program manager. The district is currently following recommended CDC guidelines in response to employee illness and or exposure to COVID-19. Unvaccinated employees perform a COVID test upon returning to the station after days off work or returning from an out of county assignment. No personnel currently off for COVID-19.

**Reporting:** Interim Chief Johnson

### **Fire Stations/Training Facility**

Multi-company training has been paused due to the recent uptick in Covid 19 exposures

Probationary employees are continuing their training and Task Book signoffs.

**Reporting:** Interim Chief Johnson

**Facilities-** Kitchen remodeling contractor employed by the Fire District has decided not to move forward with the kitchen remodels. We will be looking for a new contractor. The remodeling project will improve the environment of the interior of the fire stations with a focus on ease of decontamination. These projects are reflected in the 2021/22 budget.

**Reporting:** Interim Chief Johnson

**Grants/Reimbursements** – The Fire District and other agencies have received guidance and authorization from FEMA to submit federal reimbursements for personnel costs associated with vaccination clinics. Contra Costa County's CAO office is the collection point for all agencies seeking reimbursements from FEMA. The Fire District is required to submit detailed documented payroll information to the CAO's office once a month to be eligible for reimbursements.

**Reporting:** Interim Chief Johnson

**Incident Activity-** The crews along with Battalion 7 units responded for a structure fire in the city of Hercules. The vacant Mcleod Ranch was involved. No injuries were reported. The cause was undetermined.

**Reporting:** Interim Chief Johnson

**Community Risk Reduction** – Company conducted business inspections are currently on hold, with a plan to resume engine company business inspection in January. The district's website is continually updated with relevant community information as well as information about the Fire District. The Fire District encourages community members to visit [rhfd.org](http://rhfd.org) for updates.

**Reporting:** Interim Chief Johnson

**Community /Wildfire Prevention** – New guidance for wildfire prevention as well as weed abatement reminders will be distributed to homeowners in March of 2022.

**Reporting:** Interim Chief Johnson

**Fleet Management** – Two of our apparatus are in the shop for annual service and repairs.

**Reporting:** Interim Chief Johnson

**Fiscal Stabilization** – Staff continues to monitor the current Fiscal Year budget.

**Reporting:** Interim Chief Johnson

**Community Activities –Attended** Phillips 66 Community Advisory Panel, Rodeo Municipal Advisory Panel, Hercules Rotary, and Hercules Planning commission meeting.

**Reporting:** Interim Chief Johnson

**Commendations/Awards/Notables** – When Covid restrictions are lifted, staff would like to schedule badge pinning and service awards.

**Reporting:** Interim Chief Johnson

**New Development** – Fire District staff continue to meet and provide guidance to developers on various projects throughout the Fire District. Written conditions of approval for upcoming projects were issued to; Phillips 66 Solar Project, Sycamore Crossing, and Franklin Canyon RV Park. The Fire District provided comment to the EIR for Phillip 66 Renewable Energy Project.

**Reporting:** Interim Chief Johnson

## Incident Type Count Report

Date Range: From 1/1/2022 To 1/31/2022

Selected Station(s): All

<u>Incident Type</u>	<u>Description</u>	<u>Count</u>	
<b>Station:</b>			
	Incident Type is blanks	66	20.56%
	<b>Total - incident type left blank</b>	<b>66</b>	<b>100.00%</b>
	<b>Total for Station</b>	<b>66</b>	<b>20.56%</b>
<b>Station: 75</b>			
	100 - Fire, other	1	0.31%
	111 - Building fire	1	0.31%
	118 - Trash or rubbish fire, contained	1	0.31%
	131 - Passenger vehicle fire	1	0.31%
	150 - Outside rubbish fire, other	1	0.31%
	151 - Outside rubbish, trash or waste fire	1	0.31%
	<b>Total - Fires</b>	<b>6</b>	<b>4.84%</b>
	321 - EMS call, excluding vehicle accident with injury	83	25.86%
	322 - Vehicle accident with injuries	5	1.56%
	324 - Motor vehicle accident with no injuries	1	0.31%
	<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>89</b>	<b>71.77%</b>
	540 - Animal problem, other	1	0.31%
	550 - Public service assistance, other	1	0.31%
	554 - Assist invalid	2	0.62%
	<b>Total - Service Call</b>	<b>4</b>	<b>3.23%</b>
	611 - Dispatched & cancelled en route	15	4.67%
	611E - EMS: Dispatched & cancelled en route	3	0.93%
	651 - Smoke scare, odor of smoke	1	0.31%
	6610 - EMS call cancelled	1	0.31%
	<b>Total - Good Intent Call</b>	<b>20</b>	<b>16.13%</b>
	700 - False alarm or false call, other	2	0.62%
	733 - Smoke detector activation due to malfunction	1	0.31%
	735 - Alarm system sounded due to malfunction	1	0.31%
	743 - Smoke detector activation, no fire - unintentional	1	0.31%
	<b>Total - Fals Alarm &amp; False Call</b>	<b>5</b>	<b>4.03%</b>
	<b>Total for Station</b>	<b>124</b>	<b>38.63%</b>
<b>Station: 76</b>			
	111 - Building fire	1	0.31%
	131 - Passenger vehicle fire	1	0.31%
	141 - Forest, woods or wildland fire	1	0.31%
	<b>Total - Fires</b>	<b>3</b>	<b>2.29%</b>
	321 - EMS call, excluding vehicle accident with injury	70	21.81%
	322 - Vehicle accident with injuries	6	1.87%
	352 - Extrication of victim(s) from vehicle	1	0.31%
	<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>	<b>77</b>	<b>58.78%</b>
	400 - Hazardous condition, other	1	0.31%



**Incident**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Count</u></b>	
<b>Station: 76 - (Continued)</b>			
<b>Total - Hazardous Conditions (No fire)</b>		<b>1</b>	<b>0.76%</b>
511 - Lock-out		2	0.62%
550 - Public service assistance, other		2	0.62%
553 - Public service		1	0.31%
554 - Assist invalid		3	0.93%
<b>Total - Service Call</b>		<b>8</b>	<b>6.11%</b>
611 - Dispatched & cancelled en route		23	7.17%
611E - EMS: Dispatched & cancelled en route		3	0.93%
651 - Smoke scare, odor of smoke		1	0.31%
<b>Total - Good Intent Call</b>		<b>27</b>	<b>20.61%</b>
700 - False alarm or false call, other		2	0.62%
735 - Alarm system sounded due to malfunction		7	2.18%
736 - CO detector activation due to malfunction		1	0.31%
740 - Unintentional transmission of alarm, other		3	0.93%
743 - Smoke detector activation, no fire - unintentional		1	0.31%
745 - Alarm system sounded, no fire - unintentional		1	0.31%
<b>Total - Fals Alarm &amp; False Call</b>		<b>15</b>	<b>11.45%</b>
<b>Total for Station</b>		<b>131</b>	<b>40.81%</b>
		<b>321</b>	<b>100.00%</b>