

**From:** [Rebecca Ramirez](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** FW: RHFD Status  
**Date:** Tuesday, October 22, 2024 4:35:23 PM  
**Attachments:** [image001.png](#)

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fyi

**Rebecca Ramirez**

Fire Chief  
Rodeo-Hercules Fire Protection District  
1680 Refugio Valley Road  
Hercules, CA 94547  
510-691-9723  
[www.rhfd.org](http://www.rhfd.org)



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**From:** Delano Doss <doss@rhfd.org>  
**Sent:** Tuesday, October 22, 2024 4:33 PM  
**To:** Rebecca Ramirez <ramirez@rhfd.org>; Tammy Tomas <Tomas@rhfd.org>  
**Subject:** Fwd: RHFD Status

*Delano Doss*  
*Director*  
*Rodeo-Hercules Fire Protection District*  
[doss@rhfd.org](mailto:doss@rhfd.org)

Begin forwarded message:

**From:** Maureen Brennan [REDACTED]  
**Subject:** RHFD Status  
**Date:** September 18, 2024 at 9:57:58 AM PDT  
**To:** Delano Doss <doss@rhfd.org>  
**Cc:** Marie Bowman <bowman@rhfd.org>, Robyn Mikel <mikel@rhfd.org>

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9/17/24

Hello Chair Doss,

As a member of the Rodeo community, I would like once again to appeal you ask support of this community, and reject annexation. When the Strategic Plan was first presented, Option A said we could continue as an independent agency with increased revenue. Recent meetings have indicated we have a considerable increase in revenue between the Hercules ROPS funds, nearly a \$million, or more, and now significant money from the County that should have come to us from P66 taxation, \$1.6 million annually that has been misplaced into the County General Fund. I still hope you feel a duty to this community, and not just the firefighters' Union. If firefighter's want to work for Confire, they can apply for positions like anyone else. And, Board member Mickels claimed, "it's too late to change." It's never too late, you can pull the LAFCO application anyday-anytime.

I attended the Rodeo Chili Cookoff/car Show event recently at the RCA booth, and asked for signatures to STOP ANNEXATION. In a 4 hour time period I received 22 signatures, and will attach those sheets. That's more local vote against than the number of firefighters for. Not one person came to me and expressed approval of annexation. Not one. You are on the wrong side of history, as far as I can see.


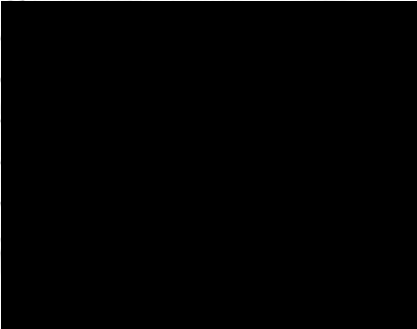
And, I still have not received any apologies for Steve Hill's ranting at the Measure O Committee. No response at all to my resignation letter. I thought it was a thoughtful letter and worthy of a response. Steve H. was clearly out of compliance with your current Code of Ethics.

Please respond in some fashion to this letter. A phone call and a letter would be nice.

Thanks.

Maureen Brennan

A rectangular black redaction box covering a signature.

Name:	Address:	Zip:
		
<p>LAFCD 40 Main Road Martinez CA 94553</p> <p>To: Lou Ann Tesoro:</p> <p>I would like to protest the annexation of the Redoe-Hercules Fire District into the Contra Costa organization. I am a home owner in Redoe/Hercules, and prefer to remain an independent fire district. Thank you.</p> <p>Name/Address/Zip code:</p>		
		
<p>LAFCD - 24-04 - No Annexation RHFD</p>		

<p>LAFCD 40 Main Road Martinez CA 94553</p> <p>To: Lou Ann Tesoro:                      Regarding LAFCD 24-04</p> <p>I would like to protest the annexation of the Redoe-Hercules Fire District into the Contra Costa organization. I am a home owner in Redoe/Hercules, and prefer to remain an independent fire district. Thank you.</p> <p>Name/Address/Zip code:</p>	<p>LAFCD 40 Main Road Martinez CA 94553</p> <p>To: Lou Ann Tesoro:                      Regarding LAFCD 24-04</p> <p>I would like to protest the annexation of the Redoe-Hercules Fire District into the Contra Costa organization. I am a home owner in Redoe/Hercules, and prefer to remain an independent fire district. Thank you.</p> <p>Name/Address/Zip code:</p>
	

**From:** [Rebecca Ramirez](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** FW: Correspondence to the Board: Attention to Ethics  
**Date:** Tuesday, October 22, 2024 4:35:37 PM  
**Attachments:** [image001.png](#)

---

fyi

**Rebecca Ramirez**

Fire Chief  
Rodeo-Hercules Fire Protection District  
1680 Refugio Valley Road  
Hercules, CA 94547  
510-691-9723  
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**Sent:** Tuesday, October 22, 2024 4:33 PM  
**To:** Rebecca Ramirez <ramirez@rhfd.org>; Tammy Tomas <Tomas@rhfd.org>  
**Subject:** Fwd: Correspondence to the Board: Attention to Ethics

*Delano Doss*  
*Director*  
*Rodeo-Hercules Fire Protection District*  
[doss@rhfd.org](mailto:doss@rhfd.org)

Begin forwarded message:

**From:** Maureen Brennan [REDACTED]  
**Subject:** Re: Correspondence to the Board: Attention to Ethics  
**Date:** September 20, 2024 at 12:39:54 PM PDT  
**To:** RHFD Director Doss <[doss@rhfd.org](mailto:doss@rhfd.org)>, RHFD Director Bowman <[bowman@rhfd.org](mailto:bowman@rhfd.org)>, RHFD Director Davidson <[davidson@rhfd.org](mailto:davidson@rhfd.org)>, RHFD Director Mikel <[mikel@rhfd.org](mailto:mikel@rhfd.org)>, RHFD Counsel Richard Pio Roda <[richard@redwoodpubliclaw.com](mailto:richard@redwoodpubliclaw.com)>, Rodeo Citizen

<[REDACTED]>  
**Cc:** Elizabeth <[REDACTED]>, Rebecca Ramirez  
<[ramirez@rhfd.org](mailto:ramirez@rhfd.org)>

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Exercise caution when clicking links, opening attachments or taking further action, before  
validating its authenticity.

Thank you for this. I, too, am disgusted by the upsidedown shenanigans of this annexation process. Rudeness and disrespect, but also undermining the Strategic Plan out of the gate, which never had a chance to get off the ground. RHFD is a lean machine, and we are holding our own, with increasing revenue coming our way. I'll never understand why Rodeo/Hercules would give away \$millions to Confire, for services we already have. I still believe it is the duty of the district Board to save the district, not dismantle it. We can do this.

Maureen Brennan

On Thursday, September 19, 2024 at 04:51:32 PM PDT, Rodeo Citizen

[REDACTED] > wrote:

To the RHFD Board, Legal Counsel  
Chair Doss, Director Bowman, Director Davidson, Director Mikel  
Mr. Pio Roda

I received in the mail a thank you note for my "time and service to the Measure O Oversight Committee."

I was very surprised to be thanked by the same entity that I believe should be issuing a public apology not only to me, but also to the other members of the Committee who resigned due to the continued aggressive, offensive, and abusive verbal attacks of Director Steve Hill.

Furthermore, I, along with others, am waiting to hear what disciplinary action the Board is taking to address Director Hill's unethical misconduct. The Board's own Code of Ethics should require your pursuing justice in this matter. Failure to address this firmly underscores condoning and supporting Hill's actions.

Sincerely,

Tara Shaia

**From:** [Rodeo Citizen](#)  
**To:** [Kimberly Corcoran](#); [Rebecca Ramirez](#)  
**Subject:** Correspondence to the Board for 10-23-24  
**Date:** Sunday, October 20, 2024 6:52:41 PM  
**Attachments:** [CorrBoard Agenda15, 10-23-24, Item 1 of 2, Comportment.pdf](#)  
[CorrBoard Agenda15, 10-23-24, Item 2 of 2, Comportment.pdf](#)

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EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello-

The two documents attached are intended to be Board Correspondence in reference to **Agenda Item 15** for the meeting of **10-23-24**.

**Please confirm receipt of two attachments and their inclusion in the Board Packet.**

Thank you.  
Tara Shaia

Shaia Correspondence to the Board re Agenda Item 15: Board Comportment

*This packet of information is meant to address the October 23 Agenda Item 15: Board Comportment. Items for consideration:*

Date	What	Description of Issue	Comment
07-05-24	Letter M-O Chair Brennan to Chair Doss	Requesting Special Mtg re M-O money in context to annexation. Disturbed by interference of Chief Ramirez in M-O Committee agenda. Request independent legal counsel. Refers to disrespect of Chief Ramirez at a meeting followed by Ramirez not speaking to Brennan.	Increasing hostility from Fire Chief and interference with M-O agenda, asking for assistance from Board Chair. <b>No assistance given.</b>
07-10-24	Board Meeting, <b>Video 21:34:18</b>	<p>Director Hill abuses his position and authority and violates the code of ethics.</p> <p>1. Abuses his authority:</p> <ul style="list-style-type: none"> <li>• Called for discussion after the informational report of M-O Chair Brennan</li> <li>• Chair Doss reminds that it is an informational item</li> <li>• Hill insists on making a comment</li> <li>• Legal Counsel clarifies that it is informational, so he can ask for clarification or ask a question but there should not be a discussion</li> <li>• Hill, invoking his mastery of manipulating communication, then frames his tirade as a question</li> </ul> <p>2. Violates code of ethics:</p> <ul style="list-style-type: none"> <li>• Publicly berates and demeans then-Chair of the Measure O Committee Brennan after she provides the Committee’s report to the Board; demeaning her and the committee’s work</li> </ul>	<p><b>After Hill bullies his way to make his comments berating and demeaning the M-O Chair and Committee, no one comments, corrects, or otherwise acknowledges Hill’s violation of the code of ethics.</b></p> <p><b>Hill’s outburst and attack on the M-O Chair and Committee is part of his ongoing pro-Confire annexation effort to negate and block the committee’s effort to inform and allow the public to understand and voice their views on the fate of M-O funds related to the annexation issue.</b></p> <p><b>Legal Counsel at this meeting was not Pio Roda.</b></p>
07-25-24 and days following	Letters Resignation of Brennan, Shaia, and Gennai from Measure O Committee	3 of 5 Measure O Committee members resign in response to the disrespect, bullying, and insults of Director Hill.	All three letters are included in Board Meeting Packet of 08-14-24 as <i>Correspondence to the Board</i>

Shaia Correspondence to the Board re Agenda Item 15: Board Comportment

Date	What	Description of Issue	Comment
07-27-24	Email Shaia to Board and Legal Counsel re Resignation from Measure O Committee	Shaia resignation from Measure O committee due to lack of respect for committee work and committee members.	<b>No one ever responded to the email.</b>
	Mailing Thank you card from RHFD	Shaia receives a Thank You card from RHFD for service on the M-O committee.	<b>Effective complete discounting of ethical violations of Hill and his causing three members to resign.</b>
08-14-24	Board Meeting Board Packet <b>Three Letters of Resignation of Measure O Committee members</b>	Three members of the M-O committee resigned, citing the unethical behavior of Director Hill, using words like <i>bullied, insulted, demeaned, outburst, cannot abide this behavior, disrespect, vitriol, dismissed, and laughed at.</i>	<b>Fire Chief and Chair of Board buried these letters as “Board Correspondence” rather than making this unprecedented and concerning situation a separate agenda item. This effectively continues the disregard for the role and work of the M-O committee.</b>
08-14-24	Board meeting <b>Public Comment</b>	Public Comment included 5 speakers	Repeated requests from public, including former members of the Measure O Committee, to investigate Hill’s bullying, demeaning, disrespectful, and unethical behavior.
08-14-24	Board Meeting <b>Comment on Agenda Item 5</b>	Shaia verbally responds to the agenda item, quoting the Board’s <i>Code of Ethics and Conduct for Elected and Appointed Officials</i> . According to the remedies of the <i>Code</i> ,	Shaia urged formal investigation into Hill’s conduct, and referred to possible removal,



Shaia Correspondence to the Board re Agenda Item 15: Board Comportment

Date	What	Description of Issue	Comment
08-14-24	Request for Agenda item “urging with haste”	Director Hill crafts an accusation and request for investigation of Director Davidson, deflecting attention from his own violation of the code of ethics.	This masterful projection of Hill onto Davidson alleging wrongdoing effectively and summarily distracted from the allegations made by the former M-O committee members and members of the public. This item appears on the agenda for the <i>Meeting of 10-23-24</i>
08-19-24	Email Shaia to Legal Counsel <b><i>Request for Action</i></b>	Shaia, former member of Measure O Committee, writes email to Mr. Pio Roda in his capacity as legal counsel to the Board, asking for investigation into Hill’s conduct. Request specifically states, “time is of the essence.”	<b>No response or acknowledgement.</b>  <b>2<sup>nd</sup> request sent two weeks later.</b>  <b>Three weeks after the first email, Mr. Pio Roda finally responded to respond to the correspondence about ethics violations. No one from the Board ever acknowledged or responded.</b>
09-04-24	Email Shaia to Legal Counsel AND Board of Directors <b><i>2<sup>nd</sup> Request re Request for Action</i></b>	Shaia sends 2 <sup>nd</sup> request to Pio Roda in his capacity as legal counsel to the Board, asking for investigation into Hill’s conduct. Request specifically states, “time is of the essence.” This time the entire Board is copied.	Furthermore, in Pio Roda’s email response, having been present during the initial offense by Hill in the meeting of 08-14-24, Pio Roda should have taken some action to advise the Board of this request. There is no indication that he did anything with the information.
09-11-24	Email PioRoda to Shaia	Received three weeks after initial email, which clearly stated “time is of the essence.”	Pio Roda directed Shaia to address her concerns to the Board, effectively dissociating himself of any concern about ethics violations on the part of the Board. No acknowledgement that the 2 <sup>nd</sup> Request had been sent to the Board also.

Shaia Correspondence to the Board re Agenda Item 15: Board Comportment

Date	What	Description of Issue	Comment
09-13-24	Email Shaia to Board and Legal Counsel <i>Correspondence to the Board: Attention to Ethics</i>	Shaia writes to Board (again) and Legal Counsel with the request about what is being done to address Hill’s unethical conduct.	<b>No acknowledgment or response ever received.</b>
09-19-24	Email Shaia to Board and Legal Counsel	Shaia received a “Thank you” card for service on M-O committee, but there is no acknowledgement of attention to ethics request re Hill’s unethical behavior.	<b>RHFD says Thank You but should be issuing a public apology for Hill’s abusive behavior.</b>
	Agenda Item 15 for Board Meeting of 10-23-24	Agenda Item 15 “Board Comportment” includes a letter from Vice Chair Bowman about the issue of the public inquiring into the unethical conduct of Hill.  Item also includes Hill’s agenda item to investigate Davidson’s behavior (see 08-14-24 “Request for agenda item ‘urging with haste’” above)	<b>Hill’s request for investigation of Davidson effectively supersedes the much-repeated and multi-evidenced request to investigate Hill’s own unethical behavior.</b>



[REDACTED]

---

## Request for Action

1 message

[REDACTED] Mon, Aug 19, 2024 at 5:41 AM

To: RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>

Cc: RHFD M-O Maureen Brennan [REDACTED], Elizabeth [REDACTED]

Dear Mr PiaRoda,

At the RHFD regular Board Meeting on 8/14/24 during the public comment, I asked that the legal counsel investigate the conduct of Director Steve Hill and his abusive behavior toward the Measure O Committee as a whole and the verbal attack on Chair Maureen Brennan in particular, including the threat of legal action against the group.

I ask as a former member of the Measure O Committee, who resigned from my position of service specifically for these reasons. I also remind you that there were other specific comments about Director Hill's misconduct and violations of the Code of Ethics at that same meeting.

Is the publicly made, recorded and publicly posted request enough for you to take action, or do you require more? If more is required, can you specifically state what is needed?

It is important for this action to be taken **as soon as possible**, especially given Director Hill's retaliatory action against Director Davidson in Hill's attempt to divert the attention away from his own transgressions.

Please respond - time is of the essence.

Sincerely,  
Tara Shaia



[REDACTED]

## 2nd Request re Attention to Ethics Violation

1 message

Wed, Sep 4, 2024 at 6:14 AM

[REDACTED]

To: RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>  
 Cc: "RCA-Rodeo Citizens Assoc." <rodeocitizens@gmail.com>, RHFD Director Bowman <bowman@rhfd.org>, RHFD Director Davidson <davidson@rhfd.org>, RHFD Director Doss <doss@rhfd.org>, RHFD Director Mikel <mikel@rhfd.org>  
 [REDACTED]

----- Forwarded message -----

[REDACTED]

Date: Mon, Aug 19, 2024 at 5:41 AM

Subject: Request for Action

To: RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>

Cc: RHFD M-O Maureen Brennan [REDACTED], Elizabeth [REDACTED]

Dear Mr PiaRoda,

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It is important for this action to be taken **as soon as possible**, especially given Director Hill's retaliatory action against Director Davidson in Hill's attempt to divert the attention away from his own transgressions.

Please respond - time is of the essence.

Sincerely,  
Tara Shaia



[Redacted]

**RE: Request for Action**

Richard Pio Roda <richard@redwoodpubliclaw.com>

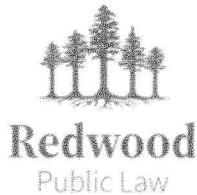
Wed, Sep 11, 2024 at 2:29 PM

Tara Shaia [Redacted]  
Cc: RHFD M-O Maureen Brennan [Redacted], Elizabeth [Redacted], "doss@rhfd.org" <doss@rhfd.org>

Dear Tara Shaia,

Thank you for reaching out. I recommend you reach out to Chairperson Doss of the Rodeo-Hercules Fire Protection District Board of Directors regarding the issues raised in your email below. The Board of Directors is my client. I do not represent individuals who may have a claim or grievance against the Board or an individual Board member.

Best regards,



**Richard D. Pio Roda**

*Partner*

Office (510) 721-3210

Mobile (415) 533-4321

richard@redwoodpubliclaw.com

409 13<sup>th</sup> Street, Suite 600

Oakland, California 94612

[www.redwoodpubliclaw.com](http://www.redwoodpubliclaw.com)

This message is confidential and may be legally privileged or otherwise protected from disclosure. If you are not the intended recipient, please telephone or email the sender and delete this message and any attachments from your system; you must not copy or disclose the contents or any attachments to any other person.

[REDACTED]

Sent: Monday, August 19, 2024 5:42 AM

To: Richard Pio Roda <richard@redwoodpubliclaw.com>

Cc: RHFD M-O Maureen Brennan <[REDACTED]>; Elizabeth <[REDACTED]>

Subject: Request for Action

Dear Mr PiaRoda,

At the RHFD regular Board Meeting on 8/14/24 during the public comment, I asked that the legal counsel investigate the conduct of Director Steve Hill and his abusive behavior toward the Measure O Committee as a whole and the verbal attack on Chair Maureen Brennan in particular, including the threat of legal action against the group.

I ask as a former member of the Measure O Committee, who resigned from my position of service specifically for these reasons. I also remind you that there were other specific comments about Director Hill's misconduct and violations of the Code of Ethics at that same meeting.

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It is important for this action to be taken **as soon as possible**, especially given Director Hill's retaliatory action against Director Davidson in Hill's attempt to divert the attention away from his own transgressions.

Please respond - time is of the essence.

Sincerely,

Tara Shaia



[REDACTED]

**Fwd: Request for Action**

1 message

[REDACTED]

Fri, Sep 13, 2024 at 6:18 AM

To: RHFD Director Doss <doss@rhfd.org>  
Cc: RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>, RHFD Director Bowman <bowman@rhfd.org>, RHFD Director Davidson <davidson@rhfd.org>, RHFD Director Mikel <mikel@rhfd.org>, RHFD Chief Ramirez <ramirez@rhfd.org>

Chair Doss-

As recommended by Mr. Pio Roda and I am now formally requesting that the Board of Director of RHFD investigate the abusive action of Director Hill toward the Measure O Committee and its members, particularly his behavior at the meeting of July 10th.

After that meeting, three members of the committee resigned from service citing the abusive behavior for reason.

His attacking outburst of abusive behavior cannot go unnoticed. If you do not move forward, we can assume the Board condones his actions.

I trust your commitment to the public in your official capacity of Chair will prompt you to move forward.

Thank you  
Tara Shaia

----- Forwarded message -----

From: **Richard Pio Roda** <richard@redwoodpubliclaw.com>  
Date: Wed, Sep 11, 2024 at 2:29 PM  
Subject: RE: Request for Action  
To: [REDACTED]  
Cc: RHFD M-O Maureen Brennan [REDACTED], Elizabeth [REDACTED], doss@rhfd.org <doss@rhfd.org>

Dear Tara Shaia,

Thank you for reaching out. I recommend you reach out to Chairperson Doss of the Rodeo-Hercules Fire Protection District Board of Directors regarding the issues raised in your email below. The Board of Directors is my client. I do not represent individuals who may have a claim or grievance against the Board or an individual Board member.

Best regards,



[REDACTED]

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## Correspondence to the Board: Attention to Ethics

1 message

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[REDACTED] Thu, Sep 19, 2024 at 4:51 PM  
To: RHFD Director Doss <doss@rhfd.org>, RHFD Director Bowman <bowman@rhfd.org>, RHFD Director Davidson <davidson@rhfd.org>, RHFD Director Mikel <mikel@rhfd.org>, RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>  
Cc: RHFD M-O Maureen Brennan [REDACTED], Elizabeth [REDACTED]

To the RHFD Board, Legal Counsel  
Chair Doss, Director Bowman, Director Davidson, Director Mikel  
Mr. Pio Roda

I received in the mail a thank you note for my "time and service to the Measure O Oversight Committee."

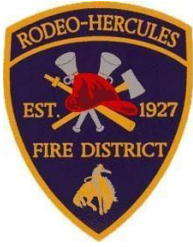
I was very surprised to be thanked by the same entity that I believe should be issuing a public apology not only to me, but also to the other members of the Committee who resigned due to the continued aggressive, offensive, and abusive verbal attacks of Director Steve Hill.

Furthermore, I, along with others, am waiting to hear what disciplinary action the Board is taking to address Director Hill's unethical misconduct. The Board's own Code of Ethics should require your pursuing justice in this matter. Failure to address this firmly underscores condoning and supporting Hill's actions.

Sincerely,

Tara Shaia





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

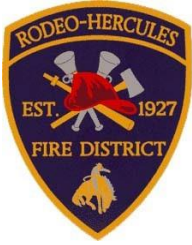
**SPECIAL BOARD MEETING MINUTES**  
**SEPTEMBER 11, 2024**

1. **CALL TO ORDER/ROLL CALL** Meeting called to order at 6:03 p.m. Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present, with Vice Chair Bowman attending remotely.
2. **FISCAL YEAR 2024-2025 BUDGET PRESENTATION** Chief Ramirez and Getachew Demeku-Ousman discussed the fiscal year 2024-25 budget, focusing on expenditures and the impact of annexation with Contra Costa County Fire Protection District. She noted that the budget was in transition and that many aspects would change as the district transitioned to Confire. Chief Ramirez discussed the department's budget, highlighting a decrease in drill and temporary salaries due to Bill Lellis's retirement, an increase in overtime costs, and a small increase in FICA. She also mentioned a significant savings in workers' compensation insurance and a small increase in utilities and food costs. Chief Ramirez discussed the potential impacts of remaining independent, including a one-time cost for fire chief recruitment and an estimated annual increase of \$8,000 for deputy chief coverage. She concluded that the preliminary budget was quite accurate and the final budget only had a small fluctuation, reducing the deficit by a little but still maintaining a structural deficit of \$282,877.

**PUBLIC COMMENT**

Jeff Miller

3. **ADJOURNMENT** Special meeting adjourned at 6:45 p.m.



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

**REGULAR BOARD MEETING MINUTES**  
**SEPTEMBER 11, 2024**

1. **CALL TO ORDER/ROLL CALL (43:33)** Meeting called to order at 7:01 p.m. Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present, with Vice Chair Bowman attending remotely.
2. **PLEDGE OF ALLEGIANCE (44:08)**
3. **FIRE MARSHAL BILL LELLIS PROCLAMATION (46:22)** RHFD honored Fire Marshal Bill Lellis for his 22 years of service to the district, presenting him with a proclamation and a plaque.
4. **ANNOUNCEMENTS OF DISTRICT EVENTS (59:00)** Open House will be Saturday, 10/12. Board meets on 10/23
5. **CONFIRMATION OF THE AGENDA (59:40)** Motion to confirm agenda made by Vice Chair Bowman, seconded by Director Mikel. Motion carried.

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

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

6. **REVIEW OF CORRESPONDENCE TO THE BOARD (1:02:20)**
7. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA (1:03:54)**

**Public Comment**

Tara Shaia  
Steven Trotter

8. **CONSENT CALENDAR (1:06:28)** Motion to confirm consent calendar made by Vice Chair Bowman, seconded by Director Hill. Motion carried 5-0.

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

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

9. **SPECIAL ORDER OF BUSINESS: DISTRICT STRATEGIC PLAN AND SUSTAINABILITY EFFORTS** (1:07:18) Lafco to review application from Contra Costa County FPD for their sphere of influence to be increased on 11/13. 12/11: separate action to dissolve RHFD. 1/8: protest hearings; window opens 30 days prior.
10. **PUBLIC HEARING** (1:08:49) Dave Stevens from CSG Consulting presents list of non-compliant properties needing immediate weed abatement. Motion made by Director Hill to accept Resolution 2024-24. Seconded by Director Davidson. Motion passed unanimously.

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

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

11. **PRESENTATION FROM AUDITOR-CONTROLLER REPRESENTATIVE** (1:23:00)  
Presentation from Contra Costa County Controller Bob Campbell.

12. **PRESENTATION ON DISTRICT REVENUES** (1:37:14) Mike Oliver of Strategic Advisory Services presenting.

**Public Comment**

Robert Baum  
Tanya Little  
Alan Biagi  
Jan Callaghan

13. **PUBLIC HEARING** (2:36:02) Chief Ramirez and Getachew Demeku-Ousman present final budget for fiscal year 2024-25. Motion made by Vice Chair Bowman to approve Resolution 2024-25 and seconded by Director Mikel. Motion passed unanimously.

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

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

14. **PROCUREMENT POLICY** (3:09:18) Motion made by Vice Chair Bowman to waive the full reading and approve Ordinance 2024-02. Seconded by Director Hill.

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

Chair Doss	Yes
Vice Chair Bowman	Yes
Director Davidson	Yes

Director Hill Yes  
Director Mikel Yes

15. **MEASURE O** (3:11:18) Application from Tanya Little presented. Motion made by Vice Chair Bowman to appoint Ms. Little to the Measure O Oversight Committee. Seconded by Director Hill. Motion passed.

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

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

**Public Comment**

Susan Keeffe

16. **FIRE CHIEF'S REPORT** (3:33:05) Motion made by Chair Doss to receive Fire Chief's report as presented in the board packet. Seconded by Vice Chair Bowan. Motion carried.

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

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

17. **STAFF REPORTS** (3:34:03) None

18. **BOARD MEMBER REPORTS** (3:34:10) East Bay Hills Wildfire Coordinating Group will meet on September 23. Budget Ad Hoc Committee disbanded. Vice Chair Bowman discussed the board orientation and onboarding process, mentioning the need for feedback on the proposed topics for the handbook. P66 ad hoc committee to prepare a memo requesting tax revenue information from the County Controller's office. Chair Doss attended the Rodeo Chili and Salsa Cookoff.

19. **MEASURE O OVERSIGHT COMMITTEE** (3:42:29) The committee doesn't have a quorum at this time, therefore no meetings are being held.

20. **LOCAL 1230 COMMENT** (3:42:45) Local 1230 President Vince Wells speaking.

21. **REQUEST FOR FUTURE AGENDA ITEMS** (3:43:39) Measure O Applications. Investigation/possible discipline.

22. **ADJOURNMENT** Meeting adjourned at 10:05 p.m.

2:08 PM  
10/22/2024

Date	Num	Name	Memo	Account	Amount
09/01/2024	W4102379YI	American Messaging	September 2024	2110 · Communications	-39.46
09/01/2024	September 2024	The Standard	September 2024	1060 · Group Insurance	-609.00
09/01/2024	22234	Townsend Public Affairs	September 2024	2310 · Professional/Specialized Servic	-5,000.00
09/01/2024	24706	IEDA INC	September 2024	2310 · Professional/Specialized Servic	-1,774.72
09/01/2024	September 2024	Vision Service Plan	September 2024	1060 · Group Insurance	-442.20
09/03/2024	11824	Redwood Public Law	August 2024	2310 · Professional/Specialized Servic	-9,253.97
09/04/2024	85474501	Bound Tree	medical supplies	2140 · Medical Supplies	-327.43
09/05/2024	85476668	Bound Tree	medical supplies	2140 · Medical Supplies	-1,245.19
09/05/2024	21688218	Bay Alarm	76-10/01/24-12/31/24	2120 · Utilities	-120.00
09/10/2024	76-401722366SEPT	P.G.&E.	76-08/08/241-09/08/24	2120 · Utilities	-282.63
09/10/2024	9973599791	Verizon Wireless	08/11-09/10/2024	2110 · Communications	-19.06
09/10/2024	416		July CalPERS	1060 · Group Insurance	-44,230.91
09/10/2024	416		July CalPERS	1061 · Group Insurance-Retiree	-26,385.36
09/11/2024	75-51837995SET	P.G.&E.	75-08/09/24-09/09/24	2120 · Utilities	-293.44
09/12/2024	2024-25-066	Alameda County Fire Department	Quint repairs	2271 · Central Garage Maintenance	-609.97
09/16/2024	2024154	Fire Stats, LLC	Reporting tasks	2310 · Professional/Specialized Servic	-1,562.50
09/16/2024	75-1888920692-OCT	P.G.&E.	75-08/10/24-09/10/24	2120 · Utilities	-36.04
09/16/2024	267033776d	T Mobile	08/16/24-09/15/24	2110 · Communications	-136.43
09/17/2024	IN2119964	Municipal Emergency Services	SCBA Flow Tests	2270 · Repairs & Services of Equipment	-5,055.55
09/18/2024	INV867008	LN Curtis & Sons	repairs and alterations	2474 · Firefighting Supplies	-1,133.17
09/19/2024	261543	JW Enterprises	September 2024	2310 · Professional/Specialized Servic	-359.00
09/20/2024	58254	CSG Consultants	07/27/24-08/30/24	2310 · Professional/Specialized Servic	-23,433.00
09/21/2024	9974422063	Verizon Wireless	08/22-09/21/2024	2110 · Communications	-660.36
09/22/2024	75-91733732OCT	P.G.&E.	75-08/22-09/20/24	2120 · Utilities	-67.93
09/22/2024	00069	Strategic Advisory Services	July-Aug 2024	2310 · Professional/Specialized Servic	-21,598.75
09/22/2024	00070	Strategic Advisory Services	September 2024	2310 · Professional/Specialized Servic	-8,151.83
09/23/2024	75-25344-SEPTe	EBMUD	75-07/23/24-09/19/24	2120 · Utilities	-215.74

09/24/2024	268001668	Orkin	monthly service	2310 · Professional/Specialized Servic	-150.00
09/26/2024	411		24-25 Benefit Assessment	9066 · Benefit Assessment	1,364,911.50
09/26/2024	412		VOID: 24-25 Measure O	7812 · Measure O	0.00
09/26/2024	412		24-25 Measure O	9066 · Benefit Assessment	0.00
09/26/2024	413			7812 · Measure O	2,725,107.00
09/26/2024	259116	All Star Fire Equipment	Adapter	2474 · Firefighting Supplies	-78.10
09/27/2024	21648132	Bay Alarm	75-10/01/24-12/31/24	2120 · Utilities	-180.75
09/30/2024	417		September 2024	1001 · Holiday Pay	-18,181.14
09/30/2024	417		September 2024	1011-01 · Regular Pay-Longevity	-4,224.76
09/30/2024	417		September 2024	1011-02 · Acting Pay-F47	-1,129.07
09/30/2024	417		September 2024	1011 · Permanent Salaries	-244,259.78
09/30/2024	417		September 2024	1014-01 · Overtime-FLSA	-5,961.62
09/30/2024	417		September 2024	1014-05 · Overtime-OTF	-4,957.11
09/30/2024	417		September 2024	1014-02 · Overtime-Backfill	-56,734.19
09/30/2024	417		September 2024	1014-06 · Overtime Acting Pay	-570.03
09/30/2024	417		September 2024	2160 · Clothing & Personal Supplies	-1,085.00
09/30/2024	417		September 2024	1042 · FICA	-4,827.38
09/30/2024	417		September 2024	1044 · Retirement	-204,821.91
09/30/2024	417		September 2024	1063 · Unemployment Insurance	-665.84
09/30/2024	418		Reverse SUI Charges	1063 · Unemployment Insurance	1,761.82
09/30/2024	01-104642	CD& Power	Generator repair	2270 · Repairs & Services of Equipment	-893.68
09/30/2024	136	Greg Kennedy	September 2024	2310 · Professional/Specialized Servic	-3,600.00
09/30/2024	14747	Precision IT Consulting	November 2024	2310 · Professional/Specialized Servic	-4,099.53

TO: BOARD OF DIRECTORS  
FROM: RICHARD D. PIO RODA, DISTRICT COUNSEL  
BY: JULIET E. VAUGHN, ASSOCIATE  
DATE: SEPTEMBER 11, 2024  
RE: ADOPTION OF INFORMAL BIDDING PROCEDURES

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## I. RECOMMENDATION

Staff recommends the Board waive full reading and introduce an ordinance adopting informal bidding procedures in accordance with the Board's adoption of the Uniform Public Construction Cost Accounting Act.

## II. ANALYSIS

At the August 14, 2024 meeting, the Board of Directors approved a Procurement Policy adopting the Uniform Public Construction Cost Accounting Act (Act). The Act was created in 1983 as an alternative bidding procedure to the requirements of the California Public Contract Code and is designed to reduce costs, expedite the award process, reduce inefficiencies, and to streamline the administration of smaller public construction projects.

The Act provides for alternative bidding procedures when an agency performs public projects. For example, public projects of \$200,000 or less may be let to contract by the informal bidding procedures set forth in the Act. A public agency subject to the Act is required to adopt informal bidding procedures. The ordinance must include the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2) below, or both.

(1) The District will maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list will be in accordance with the standard determined by the Uniform Public Construction Cost Accounting Act commission. All contractors on the list for the category of work being bid will be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to the ordinance must be completed not less than 10 calendar days before bids are due.

(2) The District may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in PCC Section 22036.

(b) The notice inviting informal bids must describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

Economic Impact: None applicable.

Environmental Considerations: The proposed actions are administrative and not subject to the California Environmental Quality Act (CEQA).

Attachments:

1. Proposed Ordinance adopting informal bidding procedures



**ORDINANCE NO. 2024-02**

**ORDINANCE ADOPTING PUBLIC PROJECTS—INFORMAL BIDDING  
PROCEDURES TO THE RODEO HERCULES FIRE PROTECTION DISTRICT  
ORDINANCE CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER  
THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

The Directors of the Rodeo Hercules Fire Protection District (“District”) find and determine as follows:

A. The District is authorized by the Fire Protection District Law of 1987 (Health & Safety Code §13800 et seq.) to provide public services and facilities related to the provision of fire protection and emergency services within the District's service area.

B. The Uniform Public Construction Cost Accounting Act (Public Contracting Code Section 22000 et seq.), establishes a uniform cost accounting standard for public project construction work performed or contracted by local public agencies.

C. On August 14, 2024, the District adopted a resolution to subject itself to the Uniform Public Construction Cost Accounting Act’s Procedures and desires to now adopt the necessary informal bidding procedures by ordinance as required by Public Contract Code Section 22034.

D. In order to take advantage of the informal bidding procedures set forth in the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22034 requires that the District adopt an ordinance establishing bidding procedures for public projects.

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

## **SECTION 1**

### **1.1 Informal Bid Procedures**

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, *et seq.*, of the Public Contracting Code.

### **1.2 Contractors List**

The District shall comply with the requirements of Public Contract Code Section 22034.

### 1.3 Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1.3.1 Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 1.2.

1.3.2 Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the District when soliciting bids, provided however:

- (a) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

### 1.4 Award of Contract

The Fire Chief of the District is authorized to award informal contracts pursuant to this Section.

#### Section 2. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid, unconstitutional or unenforceable, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases is for any reason held invalid, unconstitutional or unenforceable.

#### Section 3. CEQA

The Board finds this Ordinance is statutorily exempt from the provisions of the California Environmental Quality Act of 1970 ("CEQA") per CEQA Guidelines Section 15308, Actions by Regulatory Agencies for Protection of the Environment.

**Section 4. Effective Date**

This Ordinance shall take effect thirty (30) days after its adoption. The Secretary of the Board is directed to publish and/or post this Ordinance as required by law.

\* \* \* \* \*

STATE OF CALIFORNIA)  
COUNTY OF CONTRA COSTA)

I HEREBY CERTIFY that the foregoing Ordinance No. 2024-02 was duly and regularly adopted by the Directors of the Rodeo Hercules Fire Protection District, at a regular meeting thereof, held on the 23rd day of October 2024 by a \_\_\_\_ vote as follows:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:

\_\_\_\_\_  
Delano Doss, Chair of the Board

ATTEST:

\_\_\_\_\_  
Kimberly Corcoran, Administrative Services  
Rodeo Hercules Fire Protection District

**After extensive studies, exploration of multiple options, careful planning, and thorough community engagement, the Rodeo Hercules Fire Protection District (RHFPD) Board of Directors concluded that annexation with Contra Costa County Fire Protection District (CCCFPD) was the best solution for ensuring a high level of fiscally sustainable fire and emergency services to the community. Following deliberations and public meetings, on July 31, 2024 the RHFPD Board approved a Resolution of Application to begin the annexation process. The Contra Costa County Fire Protection District (CCCFPD) Board passed a substantially similar resolution on August 6, 2024.**

The Resolution (No. 24-18) and the accompanying Plan for Service are comprehensive documents available on the District's website. To save time for those unable to review the full documents, the District compiled a list of frequently asked questions (FAQs) to inform the public.

### **Why is RHFPD pursuing annexation?**

Annexation with CCCFPD offers long-term financial stability for more fire and life safety service in the Rodeo-Hercules communities than exists now, and enhanced training and safety for firefighters, all without any anticipated tax increases.

Key findings from multiple reports (AP Triton, the District's Strategic Plan, and the Management Assessment Plan) show that RHFPD faces several challenges:

- Insufficient administrative and training support has led to compromised safety for both firefighters and civilians, increased legal and regulatory risks, limited organizational depth, and gaps in succession planning.
- RHFPD cannot meet the growing demand for service with its current personnel and equipment without relying on mutual and automatic aid from external agencies.
- Specialized services like fire investigation and rescue for specific hazards are limited, and RHFPD lacks the ability to staff large or prolonged incidents without external assistance.
- Despite moderate growth in property tax revenue, rising expenses create a forecasted structural deficit for RHFPD that annexation can solve as a financially viable solution.

### **What are the benefits of annexation?**

- **Enhanced Training and Operations:** Standardization in training and operations will improve safety for both firefighters and civilians.

- **Increased Response Capabilities:** There will be more consistent and, in some cases, increased personnel and equipment responses to various incidents, including structure fires and technical rescues.
- **Expanded Rescue Services:** Additional specialized services, such as marine and water rescue, hazardous materials response, and wildland firefighting teams, will be available.
- **Improved Fire Prevention and Investigation:** Fire and arson investigation services will be enhanced, with full-time personnel dedicated to fire prevention and public outreach.
- **Public Education Programs:** CCCFPD offers educational programs in multiple languages, including juvenile fire prevention and annual safety education for schools.
- **Cost Savings:** Combining administrative functions will reduce redundancies and lower operational costs in human resources, insurance, finance and administration, legal services, fleet maintenance, and equipment purchases.
- **New Equipment:** CCCFPD has committed funding for new fire engines, including a Type 3 and Type 6 wildland engine in FY 2025-2026, and a Type 1 engine in FY 2026-2027.

#### **Will Stations 75 and 76 remain open?**

Yes, both Stations 75 and 76 will remain operational with no plans for closure. Additionally, the LAFCo process ensures that service levels will either match or exceed current levels.

#### **What will happen to RHFPD employees?**

All current full-time RHFPD personnel, except for the interim Fire Chief, will be integrated into CCCFPD if they choose to do so. There will be no layoffs.

#### **What will happen to RHFPD's assets and liabilities?**

Under California law, CCCFPD will become the successor agency, assuming all assets and liabilities of RHFPD.

#### **What happens to the Measure O parcel tax?**

The Measure O parcel tax will remain in place. Its conditions and requirements will continue unless rescinded by a vote of the local electorate. The Measure O Oversight Committee, composed of Rodeo and Hercules residents, will also remain active.

**Is there a document that provides all the information considered by the two Districts in advance of the annexation?**

Yes. It is called the “Plan for Service.” The Plan for Services and all annexation related documents are available [here](#).

**When will the annexation take effect?**

The annexation is expected to take effect on or around July 1, 2025, pending final approval by LAFCo.

**Is there a protest procedure?**

Yes. The process for protest is outlined under California Government Code Section 57077.3, which you can view [here](#).

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**RODEO HERCULES FIRE PROTECTION DISTRICT  
MEMORANDUM**

**Date:** October 23, 2024  
**To:** BOARD OF DIRECTORS  
**From:** Rebecca Ramirez, Interim Fire Chief  
**Subject:** Reconfirming levying and collection of Benefit Assessments

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**BACKGROUND:**

- Citizens wishing to appeal the current Benefit Assessments Ordinances, established in 1987 at \$53.00 and 1993 at \$59.00, totaling \$111.00 per risk unit may appear before the Rodeo Hercules Fire Protection District Board of Directors and show cause.
- Two public notices were published during the month of October notifying residents of Rodeo and Hercules of the appeals process.

**RECOMMENDATION:**

It is staff's recommendation that if no majority protests occur that the Board re-confirm levying and collection for the Fire District Benefit Assessment Ordinances.

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

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

**FROM:** Rebecca Ramirez, INTERIM FIRE CHIEF

**DATE:** October 23, 2024

**SUBJECT:** Fire Station 75 Kitchen Repair and Renovation Work

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**BACKGROUND:**

The kitchen at Fire Station 75, constructed 28 years ago, requires renovation and repair. This project received preliminary funding approval in the adopted capital budget, with the understanding that further budget adjustments may be necessary following the receipt of formal bids.

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

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

Staff has secured a cost estimate from BMT Construction Inc. (Exhibit A and Attachment 1) and a proposed contract (Attachment 2) for the renovation of Station 75's kitchen, with a projected cost of \$45,650.

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

**Appliance Purchase:**

To optimize cost efficiency, staff have secured an estimate for the necessary appliances separately from the construction contract. The estimated cost for appliances is \$14,692 (Attachment 3).



**Portable Kitchen Trailer:**

To ensure that Station 75 personnel have adequate cooking facilities during the renovation period, staff recommend renting a portable kitchen trailer for a 60-day duration. The estimated rental cost is \$20,058 provided (Attachment 4). Alternative accommodations will be researched to determine if more economical kitchen facilities can be secured prior to demolition of the existing kitchen facilities.

**Contingency Fund:**

Given the potential for additional costs related to unforeseen circumstances such as the discovery of mold, the need for permits, or other materials, staff requests an additional \$10,000 in spending authority for a total project cost of up to \$90,401.

The approved final budget allocated \$75,000 for this project (with some approved additional overage funding for all capital projects combined). The revised total cost of this project is estimated at \$90,401 which includes \$80,401 for estimated costs and \$10,000 for overage and miscellaneous costs. If approved this would require \$15,401 additional spending authority and funding beyond the previously approved allocation.

**RECOMMENDATION:**

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

1. Enter into a contract with BMT Construction Inc. for the kitchen renovation at Station 75.
2. Approve the purchase of necessary appliances and the rental of a portable kitchen trailer or acceptable alternative.
3. Approve capital funds not to exceed \$90,401 which includes \$10,000 for potential overages related to permits, change orders, or mold remediation.

**ATTACHMENTS:**

1. BMT Construction Inc. Estimate for Station 75 Kitchen Renovation
2. BMT Construction Contract
3. Appliance Estimates
4. Portable Kitchen Trailer Estimate
5. Resolution No. 2024-26

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND  
BMT Construction & Maintenance Inc.  
FOR  
Fire Station 75 Repairs and Renovation Work**

THIS AGREEMENT for emergency facility repairs and renovation services is made by and between the Rodeo-Hercules Fire Protection District (“District”) and BMT Construction & Maintenance Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of November 1, 2024 (the “Effective Date”).

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

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

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

**Section 2. COMPENSATION.** District hereby agrees to pay Contractor a sum not to exceed \$45,650.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person. All change orders must be approved in writing by the Contract Administrator, and may be subject to budget approval by the Board of Directors. No change order is approved or effective without express written approval of the Contract Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.1 Workers' Compensation.**

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

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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

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

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

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

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

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

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

**4.3 RESERVED.**

**4.4 All Policies Requirements.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 6. STATUS OF CONTRACTOR.**

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

1680 Refugio Valley Road  
 Hercules, CA 94547  
[ramirez@rhfd.org](mailto:ramirez@rhfd.org)

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

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

Exhibit A      Scope of Services, Compensation Schedule & Reimbursable Expenses  
Exhibit B      Prevailing Wage Requirements

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

**SIGNATURES ON FOLLOWING PAGE**

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

RODEO-HERCULES FIRE  
PROTECTION DISTRICT

BMT CONSTRUCTION & MAINTENANCE INC

\_\_\_\_\_  
Rebecca Ramirez, Interim Fire Chief

\_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Contractor's DIR Registration Number

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

\_\_\_\_\_  
Contractors CSLB #

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, District Counsel



EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION STATION 75

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

**Estimate**

ADDRESS
John Bishop CC fire dept

ESTIMATE #	DATE
1114	10/14/2024

**P.O. NUMBER**  
 #75 kitchen remodel

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Kitchen Remodel at Station 75			
Services	- Apply for and ensure all permits/inspections/and sign offs - Prep station for dust and debris TBD	1	0.00	0.00
Services	- Remove existing cabinetry and appliances	1	2,500.00	2,500.00
Services	- Saw cut floor and run new island electrical	1	950.00	950.00
Services	- Confirm and install as needed new electrical placement for all plugs (counter & appliances including refrigerator, dishwasher, garbage disposal, stove, stove hood, dedicated microwave) - Install new wiring for under cabinet lighting (switch at sink)		2,540.00	2,540.00
Services	- Confirm and install as needed, gas line and gas line shutoff for stove - Confirm and install as needed all water and waste lines for sink, refrigerator, and dishwasher - Confirm and adjust if necessary hood vent duct		2,250.00	2,250.00
Services	- Supply and install new wall cabinetry (upper and lower) - Supply and install new island cabinetry	1	20,500.00	20,500.00
Services	- Fabricate and install new Quartz type countertops on wall cabinetry - Fabricate and install new Quartz type countertop @ island	1	5,500.00	5,500.00
Services	- Install new tile backsplash @ wall cabinets - Install new single bowl sink (including supply and waste)  - Install new sink faucet (including supply lines)	1	4,250.00	4,250.00

	<ul style="list-style-type: none"> <li>- Install new sink faucet (including supply lines)</li> <li>- Install new garbage disposal (switch at sink wall)</li> </ul>			
	<ul style="list-style-type: none"> <li>- Install new dishwasher and tie in electrical, supply, and waste</li> <li>- Install new refrigerator including water supply line</li> <li>- Install new stove including flex gas line and auto shut off/reset switch</li> </ul>			
<b>ACTIVITY</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>Services</b>	<ul style="list-style-type: none"> <li>- Install new under cabinet vent hood</li> <li>- Install new built in microwave and trim kit</li> <li>- Rewire and adjust switches to overhead lighting so light banks work with remodel</li> <li>- Replace overhead fluorescent light boxes with Halo adjustable 6" remodel recessed can lights - Patch concrete floor @ island trench</li> </ul>	1	2,650.00	2,650.00
<b>Services</b>	<ul style="list-style-type: none"> <li>- Patch and texture sheetrock as needed</li> <li>- Caulk and paint all areas affected</li> </ul>	1	2,360.00	2,360.00
<b>Services</b>	<ul style="list-style-type: none"> <li>- Remove and dispose of all debris daily</li> <li>- Clean jobsite daily</li> </ul>	1	2,150.00	2,150.00
<b>TOTAL</b>				<b>\$45,650.00</b>

Accepted By

Accepted Date

## EXHIBIT B

**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS  
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

## HOURS OF WORK:

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

## WAGES:

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

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

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

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

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

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

5497293.1



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

AGENDA ITEM 13  
**Quote**  
**#ESTPDC7619**

Quote Date : 10/16/2024  
 Expiration Date : 11/14/2024

**Bill To**  
 RODEO HERCULES FIRE STATION 75  
 326 3RD ST  
 Rodeo CA 94572  
 (510) 685-6545  
[JABISCHOFF@HOTMAIL.COM](mailto:JABISCHOFF@HOTMAIL.COM)

**Ship To**  
 RODEO HERCULES FIRE STATION 75  
 326 3RD ST  
 Rodeo CA 94572

Sales Rep Email ID	Sales Rep	Delivery Notes	Type Of Delivery
<a href="mailto:mike.moreno@airportappliance.com">mike.moreno@airportappliance.com</a>	1029 MIKE MORENO	DROP OFF INSIDE FIRE STATION	Free Standing Delivery

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



**AIRPORT**  
HOME APPLIANCE

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

AGENDA ITEM 13

Quote

#ESTPDC7619

Quote Date : 10/16/2024

Expiration Date : 11/14/2024

Quantity	Brand	Item	Description	Ship Location	Scheduled Del	Amount
1	Frigidaire Parts	<b>5304520140</b> <b>Delivery &amp; Install</b> <b>Parts</b>	4' X 5/8" COATED GAS CONNECTOR	a. Product Distribution Center		\$34.95
1	Frigidaire Parts	<b>5304437642</b> <b>Delivery &amp; Install</b> <b>Parts</b>	6' BRAIDED STAINLESSSTEEL KIT	a. Product Distribution Center		\$24.95
1	Frigidaire Parts	<b>5304506295</b> <b>Delivery &amp; Install</b> <b>Parts</b>	DELUXE DISHWASHER INSTALL KIT	a. Product Distribution Center		\$34.99
1	Labor and Services	<b>LUXURYDEL</b> <b>Delivery</b>	LUXURY DELIVERY	a. Product Distribution Center		\$149.99
<b>Subtotal</b>						\$13,521.88
<b>Tax Total (%)</b>						\$1,170.04
<b>Total</b>						\$14,691.92



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Quote

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Quote Date : 10/16/2024

Expiration Date : 11/14/2024

## RETURN POLICY

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

### Operational/Mechanical Defective or Damaged Products:

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

### Cosmetically Damaged/Defective Products:

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

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

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

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

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

## REFUND POLICY

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

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

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





**AIRPORT**  
**HOME APPLIANCE**

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AGENDA ITEM 13

Quote

#ESTPDC7619

Quote Date : 10/16/2024

Expiration Date : 11/14/2024

**SALES ORDER TERMS**

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

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

Signature: .....

# COBALT Equipment, Inc.

**QUOTE**

PO Box 2231  
Dublin, California 94568

Office: 800.545.6112  
Fax: 800.545.6188

## CUSTOMER / JOB SITE INFORMATION

Customer Name:  
**Rodeo-Hercules Fire Protection**  
1680 Refugio Valley Road  
Hercules, CA 94547

Equipment Location:  
?

Quote #: 20241016-08  
Date: 10/16/2024  
Customer #: 688

Attn: Chief Ramirez

Date Out: TBD  
PO #:  
Terms: N15D  
Period: 60-Days

## EQUIPMENT / PRICING / INVOICE AMOUNT

1 - (1) 40' Container Kitchen Unit (Rental)

Monthly Price: \$6,000.00

**\*\* Total 2-Months: \$12,000.00 \*\***

Rental (2-Months): \$ 13,810.00

Delivery & SetUp Fee: \$ 2,625.00

PickUp & Tear-Down fee: \$ 1,925.00

Sale: \$ -

Discount \$ -

**Subtotal: \$ 18,360.00**

\*Sale Tax @ 9.25% \$ 1,698.30

2 - (1) 350-Gallon Grey Water Storage Tank (Rental)

Monthly Price: \$455.00

**\*\* Total 2-Months: \$910.00 \*\***

3 - (1) 350-Gallon Fresh Water Storage Tank (Rental)

Monthly Price: \$450.00

**\*\* Total 2-Months: \$900.00 \*\***

**Invoice Total \$ 20,058.30**

4 - (1) Delivery & SetUp Fee's

Price: \$2,625.00

**\*\* Total Price: \$2,625.00 \*\***

5 - (1) PickUp & Tear-Down Fee's

Price: \$1,925.00

**\*\* Total Price: \$1,925.00 \*\***

**CUSTOMER COPY**

**RESOLUTION 2024-26**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES  
FIRE PROTECTION DISTRICT APPROVING KITCHEN REPAIR AND  
RENOVATION WORK AT STATION 75**

**WHEREAS**, the Rodeo-Hercules Fire Protection District (RHFD) desires to begin kitchen repair and renovation work at Station 75.

**WHEREAS**, in the interest of the health and safety of employees, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement with BMT Construction, Inc, with an estimated amount of \$90,401 and includes one (1) kitchen renovation and repair at Station 75, as well as appliances and a temporary portable kitchen. The Fire Chief also recommends an additional \$10,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or remediation of mold.

**NOW, THEREFORE**, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE** that it approves and authorizes the Fire Chief to execute a contract with BMT Construction, Inc, to repair and renovate the kitchen at Station 75 for a cost of \$80,401 and further approves and authorizes the Fire Chief an additional \$10,000 spending authority for overages including but not limited to permits, materials, change orders, or remediation of mold for a total projected maximum of \$90,401.

**IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT** are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 23rd day of October 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Delano Doss, Board Chair

ATTEST:

---

Kimberly Corcoran, Clerk of the Board

**Date: October 23, 2024**

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

**From: Vice-Chair Marie Bowman and Director Robyn Mikel, Ad Hoc Board Orientation/On-Boarding**

**Subject: Updating of New Board Member Handbook for Board and Measure O Committee Members**

**At the Board's direction, over the past few months the Ad-Hoc Committee has met with Kimberly Corcoran to coordinate an update of the New Board Member Handbook. At the Board's September meeting the Board by consensus accepted the proposed updates presented verbally.**

**This item is for discussion and acceptance of the final handbook updates.**



**Board  
Orientation  
Binder**

**2024**

- Welcome Letters
- Board Responsibilities
- Contact Sheets
- Board Calendar
- Organization Chart
- Brown Act
- CSDA Board Member Handbook
- Finance Overview
- Budget
- Measure O
- Code of Ethics & Conduct
- Fire Protection District Law of 1987
- Helpful Links
- Glossary

## BOARD ORIENTATION TABLE OF CONTENTS

TAB	DOCUMENTS INCLUDED
Welcome Letters	<ul style="list-style-type: none"> <li>• Letter from Fire Chief with email address, contact info, invitation for a Station tour, ride along with crew, meeting with Fire Chief and current Board Chair</li> <li>• Letter from attorney outlining responsibilities and requirements</li> </ul>
Board Responsibilities	<ul style="list-style-type: none"> <li>• Memo re Board Responsibilities (with attorney input), to include training, Statement of Economic interests, contact, checking emails</li> </ul>
Contact Sheets	<ul style="list-style-type: none"> <li>• Contact information for Board and Administrative Staff</li> <li>• District website</li> </ul>
Board Calendar	<ul style="list-style-type: none"> <li>• 12-month Board meeting calendar</li> <li>• Agenda tracker</li> </ul>
Organization Chart	<ul style="list-style-type: none"> <li>• District org chart</li> <li>• Fire Department structure and operations 101</li> </ul>
Brown Act	<ul style="list-style-type: none"> <li>• Handbook detailing Brown Act rules</li> </ul>
CSDA Board Member Handbook	<ul style="list-style-type: none"> <li>• CSDA Handbook</li> </ul>
Finance Overview	<ul style="list-style-type: none"> <li>• Memo regarding District Finance, funds, procedures</li> </ul>
Budget	<ul style="list-style-type: none"> <li>• 3-4 page budget summary-full budget provided upon meeting with Fire Chief (per recommendation of CSDA)</li> </ul>
Measure O	<ul style="list-style-type: none"> <li>• Ordinance 2016-01, Resolution and Bylaws</li> </ul>
Code of Ethics & Conduct	<ul style="list-style-type: none"> <li>• Board of Directors Code of Ethics &amp; Conduct</li> </ul>
Fire Protection District Law of 1987	<ul style="list-style-type: none"> <li>• FPD Law of 1987</li> </ul>
Helpful Links	<ul style="list-style-type: none"> <li>• Websites (including but not limited to rhfd.org, RMAC, LAFCO, City of Hercules, Board of Supervisors)</li> </ul>
Glossary	<ul style="list-style-type: none"> <li>• Acronym definitions</li> <li>• Ad hoc committees</li> <li>• Resolution</li> <li>• Ordinance</li> <li>• Fire Service terms</li> </ul>



**Measure O  
Oversight  
Committee  
Orientation  
Binder**

**2024**

- Welcome Letters
- Measure O Oversight Committee Responsibilities
- Contact Sheets
- Board Calendar
- Organization Chart
- Brown Act
- {Intentionally Left Blank}
- Finance Overview
- Budget
- Measure O
- Code of Ethics & Conduct
- Fire Protection District Law of 1987
- Helpful Links
- Glossary

# MEASURE O OVERSIGHT COMMITTEE ORIENTATION

## TABLE OF CONTENTS

TAB	DOCUMENTS INCLUDED
Welcome Letters	<ul style="list-style-type: none"> <li>• Letter from Board Chair with email address, contact info, invitation for a Station tour, meeting with Fire Chief and current Board Chair. Cc General Counsel</li> <li>• Letter from attorney outlining responsibilities and requirements</li> </ul>
Measure O Oversight Committee Responsibilities	<ul style="list-style-type: none"> <li>• Memo re Oversight Committee Responsibilities (with attorney input), to include presentation on Measure O Oversight Committee Roles and Responsibilities, September 11, 2024.</li> </ul>
Contact Sheets	<ul style="list-style-type: none"> <li>• Contact information for Board and Administrative Staff</li> <li>• District website</li> </ul>
Measure O Oversight Committee and Board Calendar	<ul style="list-style-type: none"> <li>• 12-month Board meeting calendar</li> <li>• Measure O Oversight Committee meeting calendar<sup>1</sup></li> </ul>
Organization Chart	<ul style="list-style-type: none"> <li>• District org chart</li> <li>• Fire Department structure and operations 101</li> </ul>
Brown Act	<ul style="list-style-type: none"> <li>• Handbook detailing Brown Act rules</li> </ul>
Intentionally left blank	none
Finance Overview	<ul style="list-style-type: none"> <li>• Memo regarding District Finance, funds, procedures</li> </ul>
Budget	<ul style="list-style-type: none"> <li>• 3-4 page budget summary-full budget provided upon meeting with Fire Chief (per recommendation of CSDA)</li> </ul>
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Helpful Links	<ul style="list-style-type: none"> <li>• Websites (including but not limited to rhfd.org, RMAC, LAFCO, City of Hercules, Board of Supervisors)</li> </ul>
Glossary <sup>2</sup>	<ul style="list-style-type: none"> <li>• Acronym definitions</li> </ul>

<sup>1</sup> Will include a page stating “The Measure O Oversight Committee’s calendar is flexible except as established by the Measure O ordinance; however, the Measure O Oversight Committee is a standing agenda item on the Board agenda.”

<sup>2</sup> Working document attached. Will continue to be revised.



	<ul style="list-style-type: none"><li>• Ad hoc committees</li><li>• Resolution</li><li>• Ordinance</li><li>• Fire Service terms</li></ul>
--	---

ACLS - Advanced Cardiac Life Support

ADMIN - Administration

AED - Automated External Defibrillator

AFG - Assistance to Firefighters Grant

AFSS - Administrative Fire Service Section

ALEERT - Advanced Law Enforcement Rapid Response Training

ALS - Advanced Life Support

ARC - Annual Required Contribution

ATV - All Terrain Vehicle

AVL - Automatic Vehicle Location

A/V (AV) - Audio-Visual

BA - Breathing Apparatus

B/C (BC) - Battalion Chief

BTLS - Basic Trauma Life Support

CAD - Computer Aided Dispatch

CalPERS - California Public Employees Retirement System

CBRN - Chemical, biological, radiological and nuclear

CCAI - California Conference of Arson Investigators

CCAC - City Clerk's Association of California

CCC - California Conservation Corp.

CCCERA-Contra Costa Employees Retirement Association

CFED - California Fire, EMS and Disaster  
 CFPI - California Fire Prevention Investigators  
 CFPO - California Fire Prevention Officers  
 CHO - County Radio Designation for Chino Valley Fire District  
 CICCS - California Incident Command Certification System  
 CLO - Community Liaison Officer  
 CMTA - California Municipal Treasurer's Association  
 COB - Clerk of the Board  
 CPAP - Continuous Positive Airway Pressure  
 CPR - Cardiac Pulmonary Resuscitation  
 CPS - Cooperative Personnel Services  
 CPSA - California Peer Support Association  
 CRR - Community Risk Reduction  
 CSDA - California Special District's Association  
 CSMFO - California Society of Municipal Finance Officer's Association  
 CSTI - California State Training Institute  
 CUPA - California Unified Program Agency  
 CVIFD (CVFD) - Chino Valley Independent Fire District  
 DC - Deputy Chief  
 DECON - Decontamination  
 DEHS - Department Environmental Health Services  
 DFM - Deputy Fire Marshal  
 DI - Deionized Water Systems  
 DMV - Department of Motor Vehicles  
 DVD - Digital Video Disk  
 EAP - Employee Assistance Program  
 ECG or EKG - Electrocardiogram  
 EMS - Emergency Medical Services  
 EMT - Emergency Medical Technician  
 EPCR - Electronic Patient Care Record System  
 ERP - Enterprise Resource Planning System  
 ES- Emergency Services  
 ESP - Electronic Speech Projection  
 EVOC - Emergency Vehicle Operators Center  
 FAIRA - Fire Agencies Insurance Risk Authority  
 FC - Fire Chief

FD - Fire District or Finance Director  
FDAC - Fire District Association of California  
FDC - Fire Department Connection  
FDIC - Fire Department Instructor's Conference  
FEMA - Federal Emergency Management Administration  
FERC - Fire and Emergency Services Response Commission  
FF - Fire Fighter  
FFC - Federation of Fire Chaplains  
FF&E - Furniture, Fixtures & Equipment  
FP - Fire Prevention  
FPO - Fire Prevention Officer  
FPI - Fire Prevention Institute  
FTE - Full-Time Equivalent  
FY or FYE- Fiscal Year or Fiscal Year Ending  
GASB - Government Accounting Standards Board  
GFOA - Government Finance Officers Association  
GIS - Geographical Information Mapping System  
GPS - Global Positioning System  
Haz Mat (or HM) - Hazardous Materials  
ICS - Incident Command System

IFCI - International Fire Code Institute

IT - Information Technology

JPA - Joint Powers Authority

LAFCO - Local Agency Formation Commission

LCW - Liebert Cassidy Whitmore

LPG - Liquid, Propane and Gas

MCI - Mass Casualty Incident

MDC - Mobile Data Computer

MOU - Memorandum of Understanding

MVV - Mission, Vision and Values Statement

OES - Office of Emergency Services

OPEB - Other Post Employment Benefits

OSHA - Occupational Safety and Health Administration

OT - Overtime

PALS - Pediatric Advanced Life Support

RDA - Redevelopment Agency

RMS - Record Management System

QI - Quality Improvement

SCBA - Self-Contained Breathing Apparatus



SS - Support Services

STEMI - ST-Elevation Myocardial Infarction

SWR - Swift Water Rescue

TRA- Tax Rate Area

UAL - Unfunded Actuarial Liability

USAR/US&R - Urban Search and Rescue

U&E - Uniform & Equipment

DRAFT

## Glossary of Terms

**Account** - A formal record that represents, in monetary units, resources, claims to resources, transactions or other events that result in changes to those resources and claims.

**Accounts Payable** - Amounts owed for goods or services.

**Accounts Receivable** - Amounts due to the District.

**Advanced Life Support** - A higher level of emergency medical care, usually provided by paramedics. Typically includes invasive techniques such as IV therapy, intubation, and/or drug administration.

**Allocation** - A sum of money allotted for a specific use, or a systematic distribution of costs between and among benefitting cost centers, departments, projects, etc.

**Annually Required Contribution** - Actuarially determined annual amount due for obligations such as pension and post-retirement health plans.

**Apparatus** - Vehicles for fighting or extinguishing fire, or for use in emergency medical response.

**Appropriations** - Funds set aside by formal action for specific use.

**Asset** - A financial resource, including cash, accounts receivable, and deposits or prepayments.

**Automatic Aid** - Contractual agreement between two agencies, communities or departments to provide assistance with the nearest available resource to the incident without regard to jurisdictional boundaries.

**Automatic Vehicle Location** - A means for automatically determining and transmitting the geographic location of a vehicle.

**AutoPulse** - Automated, portable, battery-powered cardiopulmonary resuscitation device

**Basic Life Support** - Emergency cardiopulmonary resuscitation; control of bleeding; treatment of shock and poisoning; stabilization of injuries and wounds; and basic first aid.

**Bi-annual** - Every two years.

**Budget** - Financial plan that serves as an estimate of future revenues and expenditures.

**Carryover (Rollover)** - The transfer of budgeted revenue or expenditure from one fiscal year to another, generally due the anticipation of receipt or expenditure of funds in one year, which is not executed prior to year-end.

**Conflagration** - A large and destructive fire that threatens human life, animal life, health, and/or property. It may also be described as a blaze or simply a large fire. A conflagration can begin accidentally, be naturally caused (wildfire), or intentionally created (arson).

**Deficit** - Operating expenditures in excess of operating revenues within a financial reporting period.

**Depreciation** - Depreciation reflects the wear and tear on a capital asset over its useful life. CVFD utilizes the straight line method of depreciation. Front line apparatus is depreciated over 15 years, while equipment is depreciated over 5 years. Buildings and improvements other than buildings are depreciated over 30 years.



## Glossary of Terms

**Discount Rate** - Expected long-term rate of return on investment assets for pension and other similar obligations.

**Dwelling** - A building, house or other place of shelter where people live.

**Encumbrance** - Legal obligation or commitment of funds not yet expended, typically committed through a purchase order.

**Estimate** - A projection or forecast, generally based on the use of historical data, assumptions, forecasts, etc.

**Expenditure** - Payment, either in cash, by assuming a liability, or by surrendering an asset.

**Emergency Medical Technician** - Specially trained and licensed healthcare professional certified to give emergency medical care to patients before they reach a healthcare facility. May provide basic life support services.

**First Responder** - Person with specialized training who is among the first to arrive and provide assistance at the scene of an emergency, such as an accident or natural disaster. First responders include paramedics, emergency medical technicians, firefighters, police officers, and other trained professionals.

**Fiscal Year** - Period of 12 consecutive months chosen by an entity as its accounting period, which may or may not be a calendar year. CVFD's fiscal year ends June 30.

**Fixed (Capital) Asset** - Any tangible asset with a life of more than one year, used in an entity's operations.

**Front-Line** - Primary use vehicles or apparatus.

**Fund Accounting** - Method of accounting and presentation whereby assets and liabilities are grouped according to the purpose for which they are to be used. Generally used by government entities and not-for-profits.

**Fund Balance** - The difference between General fund assets and liabilities. Classifications of fund balance include: nonspendable, restricted, committed, assigned and unassigned.

**General Fund** - Because the District provides only fire protection services, all resources are accounted for in a single general fund.

**Generally Accepted Accounting Principles (GAAP)** - Conventions, rules, and procedures necessary to define accepted accounting practice at a particular time. The highest level of such principles are set by the Financial Accounting Standards Board (FASB).

**Governmental Accounting Standards Board (GASB)** - Entity that has authority to establish standards of financial reporting for all units of government.

**Hazard** - Danger, risk, peril or threat.

**Jurisdiction** - Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.

# RODEO-HERCULES FIRE DISTRICT

## *Glossary of Terms*

**Liability** - Debts or obligations owed by one entity (debtor) to another entity (creditor) payable in money, goods, or services.

**Long-Term** - Generally matures, extends or applies for more than one year from the current date.

**Memorandum of Understanding** - A legal document outlining the terms and details of an agreement between parties, including each party's requirements and responsibilities.

**Mutual Aid** - Organized, coordinated and cooperative reciprocal assistance in which personnel and equipment from participating surrounding fire departments and other appropriate emergency response agencies are utilized for fire or other generally larger scale emergencies.

**Occupancies** - Within the context of building construction and building codes, occupancy refers to the use, or intended use, of a building, or portion of a building, for the shelter or support of persons, animals or property.

**Other Post-Retirement Benefits (OPEB)** - Pensions, health care, life insurance and other benefits that are provided by an employer to retirees, their dependents, or survivors.

**Paramedic** - Healthcare professional, specially trained and licensed to provide emergency medical services, including advanced life support.

**Projection** - Prospective financial statements that include one or more hypothetical assumptions.

**Purchase Order** - Written, legally binding promise to pay for goods or services.

**Reserves** - Generally synonymous with unassigned Fund balance. Connotes sufficient cash and other liquid assets available to meet ongoing expenditures while providing for some additional funds to be available for contingency purposes.

**Resolution** - Formal approval of an action or policy, typically memorialized in written form.

**Revenues** - Sales of products, merchandise, and services; and earnings from taxes, interest, dividends and rents.

**Reserve Unit** - Back-up apparatus or other vehicle available to be placed in service if additional units are required and/or a primary vehicle or apparatus is out of service for repairs or other reasons.

**Standards of Cover** - A comprehensive system for analyzing resource deployment, to determine whether a fire department is properly deployed to meet its community's risks and expectations.

**Short-Term** - Current; ordinarily due within one year.

# RODEO-HERCULES FIRE DISTRICT

## *Glossary of Terms*

**Succession Development or Succession Planning** - The intentional act of developing and training internal people with the potential to fill key technical, managerial and leadership positions.

**Suppression** - Control and extinguishment of fire.

**Surplus** - Excess of operating revenues over operating expenses within a financial reporting period.

**Tax** - Charge levied by a governmental unit on income, consumption, wealth, or other basis.

**Triennial** - Every three years.

**Turnouts** - Personal protective clothing worn by fire personnel.

**Unfunded Actuarial Liability** - Amounts owed for prior service obligations based on retirement or post-retirement benefit promises to current and former employees, as well as retirees.

**Unincorporated** - Geographical areas outside the jurisdictional boundaries of incorporated cities.

**Wildland Urban Interface** - Well-defined development presses up against or is immediately adjacent to open expanses of vegetation.

**Date: October 23, 2024**

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

**From: Vice-Chair Marie Bowman**

**Subject: Board Comportment**

In recent months the Board has received emails and public comments regarding Board comportment. The public has called for an investigation into the way members of the Measure O Committee and the public have been addressed by the Board. The Board handbook contains sections on the Board's Code of Ethics and Board Policies (Sections 1.33 and 1.35). Conduct guidelines describe the manner in which Board members should treat "one another, District staff, constituents, and others" we come in contact with as Directors of the RHFD. As stated in our Code of Ethics under Conduct of Members, our professional and personal conduct must be above reproach. Members should take steps to avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, commissions, boards and committees, the staff or public. Additionally, members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus their attentions on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or interfering with the orderly conduct of meetings.

These Board policies are presented for the Board to review, discuss, self-reflect, and determine if the Board is living up to its standards.

# RODEO-HERCULES FIRE PROTECTION DISTRICT



## Code of Ethics and Conduct for Elected and Appointed Officials

## **PURPOSE:**

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

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

## **PRINCIPLES:**

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

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

## **IMPLEMENTATION:**

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

## **COMPLIANCE:**

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

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

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

## **CONDUCT GUIDELINES:**

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

### **Comply with the Law.**

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

### **Conduct of Members**

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

### **Respect for Process**

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

### **Conduct of Public Meetings**

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

### **Decisions Based on Merit**

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

### **Communication**

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

### **Conflict of interest**

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

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

#### Gifts and Favors

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

#### Confidential Information

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

#### Use of Public Resources

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

#### Representations of Private Interests

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

### **BEHAVIOR AND CONDUCT:**

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

#### Board Members:

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

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

#### Disclosure of Corruption:

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



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

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

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

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

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

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

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

### **Practice active listening:**

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

### **Maintain an open mind:**

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

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

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

### **Practice civility and decorum in discussions and debate:**

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

### **Avoid personal comments that could offend other members:**

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

### **Demonstrate effective problem-solving approaches:**

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

Honor the role of the chair in maintaining order:

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

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

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

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

**CITIZEN COMMITTEES**

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

Limit contact with Committee members to questions of clarification:

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

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

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

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

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

**District Board Members Conduct with District Staff:**

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

Treat all staff as professionals:

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

*Do not disrupt District staff from their jobs:*

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

*Never publicly criticize an individual employee:*

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

*Do not get involved in administrative functions:*

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

*Do not solicit political support from staff:*

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

*No Attorney-Client Relationship:*

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

*Be respectful of diverse opinions:*

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

*Keep political support away from public forums:*

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

*Committee Members:*

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

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

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

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

**RESOLUTION NO. 2019-01**

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

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

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

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

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

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

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

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

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

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

NOES: 0

ABSENT: 1 (Prather)

ABSTAIN: 0



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

### 1.33 BOARD CONDUCT WITH ONE ANOTHER

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

#### 1.33.1. In Public Meetings.

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

1.35 GUIDELINES FOR BOARD CONDUCT WITH THE PUBLIC

## 1.35.1. In Public Meetings.

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

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

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

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

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





# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEASURE O OVERSIGHT COMMITTEE MEMBERSHIP APPLICATION

### COMMITTEE'S PURPOSE

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

### APPLICATION INSTRUCTIONS

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

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

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

### SIGNATURE OF APPLICANT

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

NAME: *Jeff Miller*

SIGNATURE: *[Signature]*

DATE: *9-11-2024*

# Measure O Application

AGENDA ITEM 17

I am a Retired Fire Captain from the RHFPD.

I am a Certified California Fire Officer

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

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

I am a United States Air Force Veteran

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

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

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

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

I am a Program Manager and Instructor for CERT.

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



# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEASURE O OVERSIGHT COMMITTEE MEMBERSHIP APPLICATION

### COMMITTEE'S PURPOSE

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

### APPLICATION INSTRUCTIONS

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

Name <b>Aminah Elster</b>	Home Address [REDACTED]
Home Phone [REDACTED]	Mobile Phone [REDACTED]
Email [REDACTED]	

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

### SIGNATURE OF APPLICANT

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

NAME: **Aminah Elster**

SIGNATURE:

DATE: **09/16/24**

## AMINAH ELSTER

Systems Thinker, Legal Advocate, Researcher, and Educator with 5+ years of experience driving campaigns, policy advocacy, and research initiatives. Proven success leading high-performing teams, facilitating group trainings and workshops, and building relationships with local and national organizations.

### PROFESSIONAL EXPERIENCE

**Proximate Strategies Consulting** Oakland, CA  
*CEO/Principal* June 2023 – Present

- Oversee the strategic direction and overall operations of Proximate Strategies Consulting, ensuring alignment with the organization's mission and vision.
- Develop and maintain relationships with key stakeholders, including non-profits, businesses, government agencies, and community partners.
- Lead the design and implementation of transformative programs, tailored support, and workshop opportunities for professionals with lived experience.

**Talent Poole** San Francisco, CA  
*Sub-Consultant* November 2022 – September 2024

- Lead project data and research efforts for stakeholder engagement across multiple projects, drawing from experience in team management.
- Manage resources and ensure compliance with service and reporting requirements.
- Develop and implement outreach strategies and analyze community feedback to support program evaluation and improvement.

**California Coalition for Women Prisoners** Oakland, CA  
*Legal Advocate & Researcher* January 2022 – Present

- Assist in coordinating CCWP's leadership/governance body, including strategic planning, hiring, finances, and infrastructure building.
- Support the Prison Visiting program and Healthcare Decision Making While Incarcerated research project in partnership with UCSF; participate in Assembly Bill 124 Implementation workgroup monthly meeting.
- Create and drive Resentencing Advocate Fellowship in partnership with 2 incarcerated fellows + 1 Peer Mentor

*Campaign & Policy Coordinator* August 2020 – December 2021

- Lead CCWP's legislative advocacy on Reproductive Justice, securing \$7.5MM for Reparations for the Coerced and Forced Sterilizations that took place in CA Women's Prisons and other State Facilities
- Generate advocacy through legislation, policy, and sentencing work with DA's and judges
- Provide guidance on CCWP's legislative priorities and coordinate representation at different policy workgroups.

**Unapologetically HERS** San Leandro, CA  
*Co-Founder/Executive Director* February 2020 – Present

- Oversee initiatives to enhance educational opportunities and capacity-building in California women's prisons
- Support fund development and facilitate grant writing, resulting in \$93K+ in funding.
- Oversee 4 contractors and conduct one-on-one support with 10 incarcerated individuals.
- Launched and facilitated the Participatory Action Research Leadership Program, a 34-week program fostering co-learning opportunities and project work at the intersection of incarceration and social justice topics.

**Bright Research Group** Oakland, CA  
*Sub-Consultant* February 2021 – Present

- Lead community engagement initiatives and participatory action research to inform public safety reforms and alternatives to policing, including focus groups and town halls.
- Conduct qualitative research and evaluations on restorative justice programs, producing actionable reports and recommendations for government agencies and community organizations.
- Design and deliver capacity-building trainings, while managing client relationships and providing strategic advice on criminal justice and racial justice initiatives.

**University of California, Berkeley** Berkeley, CA  
*Ambassador Program Coordinator* September 2019 – May 2020

- Directed program operations by creating and facilitating 7+ workshops to 15+ formerly incarcerated and system impacted community college students; coordinated monthly meetings for 15 ambassadors.

- Participated in strategy development to grow organizing programs and advance higher education campaigns.
- Collaborated with 50+ community organizations to support state-wide and national outreach initiatives.
- Identified community organizations and leaders to establish and nurture relationships, build awareness, and win reforms for greater access to higher education.

**VOLUNTEER/ADVISORY EXPERIENCE**

<b>Survived &amp; Punished National, Steering Committee Member</b>	December 2021 – Present
<b>Transitions Clinic Network, Community Advisory Board Member</b>	August 2020 – Present
<b>Voice of Witness, Education Advisor</b>	August 2019 – Present
<b>Underground Scholars Initiative, Advocacy Chairperson</b>	October 2019 – May 2020

**EDUCATION**

<b>University of California, Berkeley</b>	Berkeley, CA
<i>Bachelor of Legal Studies (Focus: Race and Criminal/Juvenile Law)</i>	2020

**PUBLICATIONS**

- Cerda-Jara, M., Elster, A., & Harding, D. (2020, May 18). *Criminal record stigma in the college-educated labor market*. Institute for Research on Labor and Employment. <https://irl.berkeley.edu/criminal-record-stigma-in-the-college-educated-labor-market/>
- Elster, A. (2021, September 22). *Deepening partnerships between people with lived experiences of incarceration and system leaders*. Safety and Justice Challenge. <https://safetyandjusticechallenge.org/blog/deepening-partnerships-between-people-with-lived-experiences-of-incarceration-and-system-leaders/>

**PRESENTATIONS/SPEAKING ENGAGEMENTS**

- **Panelist**, Domestic Violence Law Seminar, University of California Berkeley School of Law, August 2019
- **Moderator**, Restore Our Rights, Berkeley Underground Scholars and All of Us or None, Jan. 2019
- **Presenter**, Connect the Cops: Mapping Gendered Police Violence Across Punitive Contexts, University of California Irvine, Oct. 2020
- **Panelist**, Seeking Reproductive Justice: Accountability for Forced Sterilization in the U.S. Today, Columbia University, Nov. 2020
- **Panelist**, Docs in Action: Movement Building & Shift Power, Sundance Film Festival, Feb. 2021
- **Panelist**, Birthing People Behind Bars: Exposing Forced Sterilizations in State Prisons, California Preterm Birth Initiative and Black Women Birthing Justice, Apr. 2021
- **Panelist**, Centering Survivors of Interpersonal Violence Creating Interventions that Heal, Not Harm, San Francisco District Attorney’s Office, Sept. 2021
- **Panelist**, Raising the Bar of Hope: Addressing Black Female Incarceration and Community Reentry, New York City Bar Association, Jan. 2022
- **Panelist**, Mass Incarceration and the Feminist Struggle: Centering the Voices of Women Impacted by the Criminal Justice System, Brown University
- **Panelist**, Leading from Experience, Safety and Justice Challenge Plenary, Feb. 2022
- **Panelist**, Unbought, Unbossed & Undeterred’ Building Bridges from the Margins - A Conversation on Race, Gender, & Organizational Leadership, Root & Rebound, Mar. 2022
- **Panelist**, Healing Justice: Ending Mass Incarceration, The Wright Institute and Psychologists for Social Responsibility
- **Speaker**, SB 575 Extend Cal Grant to Incarcerated Students, Expert Testimony California State Senate, Apr. 2019
- **Speaker**, California State Assembly Select Committee on Incarcerated Women: Women’s Health and Safety within State Facilities, Expert Testimony California State Assembly, Oct. 2020
- **Trainer**, Massachusetts Coalition Against Sexual Assault: Intro to the Criminalization of Survival, Nov. 2021
- **Panelist**, Mass Incarceration, University of California San Francisco, Mar. 2022
- **Panelist/Poet**, Pass the Mic: Bring Podcast Training to Women in Prisons, Uncuffed, Oct. 2023

**PROFESSIONAL DEVELOPMENT**

<b>Non-Profit Management, Sonoma State University</b>	2023
<b>Supervision Matters, Three Keys to Effective Supervision</b>	2022
<b>Blooming Willow, Embedded Coaching Approach</b>	2022
<b>Makeda Andrews, New Manager Accelerator Program</b>	2022

**HONORS/AWARDS**

<b>Black Women Give Back Awardee</b>	2024
<b>San Francisco District Attorney</b>	2022
<b>Vanguard Justice Award</b>	2021
<b>Peter E. Haas Public Service Leaders</b>	2020
<b>San Francisco Public Defender</b>	2018

**Personal Statement for Measure O Oversight Committee Application**

I am applying for a position on the Measure O Oversight Committee because I am deeply committed to transparent governance, ensuring community input, and promoting accountability in the management of public funds. As a systems thinker, legal advocate, and executive leader with over five years of experience in driving policy advocacy, leading strategic initiatives, and managing high-performing teams, I am uniquely positioned to contribute to the effective oversight of the Measure O parcel tax revenues.

In my capacity as the CEO and Principal of Proximate Strategies Consulting, I have demonstrated executive leadership by overseeing the strategic direction of the firm, ensuring alignment with our mission to support professionals with lived experience, and maintaining productive relationships with key stakeholders across various sectors. My experience managing organizational budgets, leading program evaluations, and implementing transformative change has given me the skills necessary to actively contribute to the fiscal oversight responsibilities of the Measure O Oversight Committee. I am adept at managing complex operations, which is critical in ensuring that taxpayer funds are used efficiently and transparently.

Further, my leadership as a Senior Consultant and other roles has equipped me with the ability to oversee multiple projects simultaneously, manage diverse teams, and ensure compliance with reporting requirements. These experiences have sharpened my capacity to navigate the intricacies of government funding, develop outreach strategies, and analyze program effectiveness. Such skills will be valuable in supporting the committee's mission to ensure that Measure O revenues are expended in accordance with the intention of voters.

Throughout my career, I have emphasized the importance of fiscal responsibility and accountability to the communities we serve. As an executive leader with the California Coalition for Women Prisoners, I played a key role in securing \$7.5 million in reparations for coerced sterilizations in California's prisons and State hospitals—an advocacy strategy that required meticulous budget oversight and legislative coordination. I have consistently demonstrated my ability to manage resources effectively, implement strategic plans, and ensure that public funds are allocated in ways that serve the most vulnerable.

My leadership extends beyond financial oversight. I have built strong partnerships with government agencies, community organizations, and nonprofit leaders, which has been instrumental in fostering trust and collaboration. As a member of the Measure O Oversight Committee, I will bring this same collaborative leadership approach to ensure that community voices are not only heard but actively shape the decision-making process.

In summary, my executive leadership experience, strategic vision, and commitment to fiscal transparency make me an ideal candidate to serve on the Measure O Oversight Committee. I look forward to the opportunity to apply my leadership skills to ensure that the district's parcel tax revenues are managed responsibly and in line with the community's needs.

Thank you for your consideration.

Sincerely,

Aminah Elster



# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEASURE O OVERSIGHT COMMITTEE MEMBERSHIP APPLICATION

### COMMITTEE'S PURPOSE

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

### APPLICATION INSTRUCTIONS

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

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

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

### SIGNATURE OF APPLICANT

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

NAME: Manly M. Moulton Jr.

SIGNATURE:

DATE: October 17, 2024

**MEASURE O OVERSIGHT COMMITTEE OBJECTIVE**

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

**PROFESSIONAL QUALITIES AND SKILLS**

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

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

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

**EDUCATION**

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

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

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

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

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

**RELEVANT FIRE EXPERIENCE**

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

**PROFESSIONAL ORGANIZATIONS and AFFILIATIONS**

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

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



**CERTIFICATIONS and SPECIALIZED TRAINING**

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

**SIGNIFICANT ACCOMPLISHMENTS, DUTIES and RESPONSIBILITIES:**

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

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

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

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

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

**Rodeo-Hercules Fire Protection District**  
**MEMORANDUM**

**To:** Board of Directors, Rodeo-Hercules Fire District  
**From:** Rebecca Ramirez, Fire Chief  
**Subject:** Fire Chief's Report  
**Date:** October 23, 2024

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**Labor Relations /Personnel**

We have concluded our firefighter recruitment and have a new Firefighter in the hiring process. We have also concluded our Captains promotional testing. Congratulations go out to both candidates for their successful completion. Please congratulate Engineer Garcia on his promotion to Captain and Firefighter Jensen on his promotion to Engineer. Both promotions will become effective November 1, 2024. One personnel suffered a finger injury during training, we wish him a speedy recovery.

Reporting: Chief Ramirez

**Operations**

9/7: Crews responded to solo vehicle accident on Hwy 4 WB at San Pablo Ave, with one fatality.

9/18: Crews responded to I-80 EB at Cummings to a fully involved vehicle, no injuries, Crews effected a rapid knockdown of the fire.

9/25: Crews responded to a vehicle fire in a parking lot on Willow Ave. to find a fully involved engine compartment, no injuries. The fire was quickly extinguished.

10/5: Eng 75 and Quint 76 responded to Tractor trailer fire. Crews effected a quick knock down of fire, keeping the fire from extending from rear axles to the trailer itself.

10/2: Crews responded to San Pablo Ave at Railroad for a vehicle vs pedestrian, hit and run with one fatality.

Reporting: Chief Ramirez

**Training**

Crews were provided "Calm the Chaos" tactical training as well as Leadership training at Station 76 with Anthony Kastros. Crews from across the county attended Human Performance training at Con Fires training grounds. The training is designed to put the firefighters in a stressful environment and teach calming techniques to help overcome the fatigue and side effects of the stress from a fire ground, while still performing their duties.

Crews practiced firefighter safety and survival exercises including downed Firefighter and large area search with rapid intervention crew teams at El Sobrante Christian School with regional partners. Crew level training with aerial master streams and foam operations. Engine 75, 73, 69, 70 and Truck 70 trained on Battalion 7 concepts and roles for first alarm fires within the first due areas. An overview of truck operations and expectations. Firefighter Poole completed his paramedic 10 shift and was placed in the position of Firefighter-Paramedic.

Reporting: Chief Ramirez

**Facilities/Equipment**

Kitchen and training room renovations are undergoing bidding process pending passage of procurement ordinance. Received bid for Classroom renovations.

Reporting: Chief Ramirez

**Fleet Management**

All apparatus back in District. Q76 scheduled for aerial inspection and certification with ground ladder testing to follow. All apparatus back in District. Q76 Aerial certification and ladder adjustments completed. Engine 75A went in to shop for fuel system repair. Q76A is having problems with fuel system and not starting, most likely going to be a costly repair. No repairs scheduled.

Reporting: Chief Ramirez

**Grants/Reimbursements**

A mini-grant application for bicycle helmets to be given away at the open house has been submitted to Supervisor Glovers' office for consideration. Two grants under the Assistance for Firefighting Grant (AFG) with FEMA were not awarded. Awards on previously submitted HSGP for Thermal Imaging Cameras (TIC) expected in December. New grant application was submitted for personal protective equipment through the Fire House Subs grant program.

Reporting: Chief Ramirez

**Community Risk Reduction and Fire Prevention**

Established communications with property owner at 1353 7<sup>th</sup> Street regarding weed abatement needs. Visited Rodeo Citizen's Association parcel and viewed the work accomplished by Contra Costa County Wildfire program contractor. Contra Costa County Wildfire program contractor abated dead tree at 1363 7<sup>th</sup> Street. There are multiple dead standing trees that pose a life safety hazard to multiple structures in the area. We will continue to work with property owners to improve conditions. Plan Review 654 Alfred Nobel – tenant improvement fire sprinklers – corrections required. Plan Review St. Patrick Church Auditorium – corrections required. Meeting w/ HOA Board at Olympian Hills to develop a Firewise Community – support from CCCWF Coordinator Michelle Rinehart. Still working with property owners to resolve outstanding weed abatement. 375 Parker – completed underground fire protection rough/hydro. 640 Parker – completed Hood & Duct Fire Protection System inspection & testing

Reporting: Chief Ramirez

**Fiscal Stabilization/Budget**

First quarter budget presentation expected in November.

Reporting: Chief Ramirez

**Community Activities/Meeting**

The Open House was a huge success, thank you to the crews and the Directors for their support. Crews also attended Rodeo, Hercules Rotary Club Firefighter of the year Dance and Dinner. Engine 75 attended the Rodeo Block party on 9/28 on Second Street in Rodeo.

The Chief attended Phillips CAP and the RMAC monthly meetings.

Reporting: Chief Ramirez



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## MEMORANDUM

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

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

**Date:** October 15, 2024

**Subject:** Grants and Funding Monthly Report

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### Overview

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

### Future Opportunities

The month of September saw the conclusion of legislative activity with the Governor taking action on the last of the 1,206 bills that were sent to his desk. In total, the Governor signed 1,017 bills and vetoed 189, marking a slightly higher than average veto rate over his tenure. The most common reason cited for vetoes was the state's budget deficit and the concern that measures would exacerbate the state's delicate fiscal footing. One of the last bills signed into law was AB 179 which creates new tools for the state to save additional funding in years of surplus to build stronger reserves. Other non-budget related items of interest include the potential passage of a \$10 billion climate bond on the November General Election ballot, which could push funding out through state budget channels as soon as FY 2025-26.

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

**Looking Ahead: Grant Program Highlights**

Name	Awards & Match	Description	Timeline
Gary Sinise Foundation  <a href="#">First Responder Grant</a>	No Award Min. or Max.  No Match Required  Average Award: \$30,000	The Gary Sinise Foundation’s First Responders Grants provide critical funding for emergency relief, training, and essential equipment.	Ongoing  Applicants are limited to one application per calendar year regardless of approval/denial of the application.
Federal Emergency Management Agency (FEMA)  <a href="#">Assistance to Firefighters Grant (AFG)</a>	Maximum Award: \$3.2 million (based on population)  5–15% Match Required (based on population)	The AFG program provides funding to help fire departments with critically needed resources to protect the public, to train emergency personnel, and to foster interoperability and support community resilience, as well as enhance the safety of the public through direct financial assistance and to provide a continuum of support for emergency responders regarding fire, medical, and all hazard events.	FEMA is concluding the FY23 Awards Cycle, and has indicated the need for an expedited FY24 cycle, anticipated in Oct/Nov 2024.

*Recently Submitted*

Name	Request Amount	Project	Timeline
Firehouse Subs Grant Program	\$29,387.70	PPE: 7 Custom Aeroflex Coat & Pants	Anticipate Awards Q1 2025



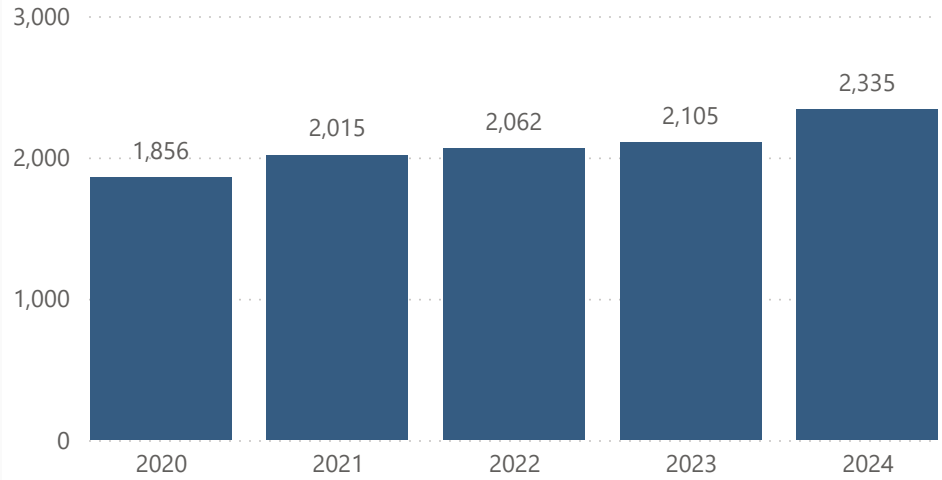
# INCIDENT REPORT

SEPTEMBER 2024

Rodeo Hercules Fire Department  
**Incident Snapshot September 2024**

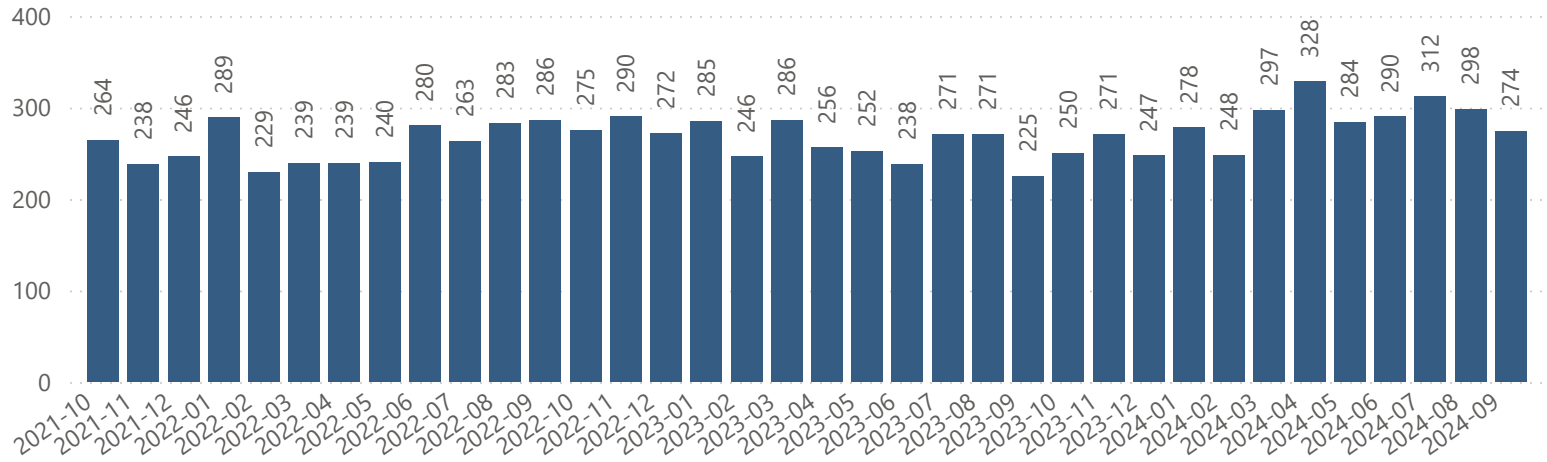
**Number of Incidents Year to Date**

Year Over Year - January to September



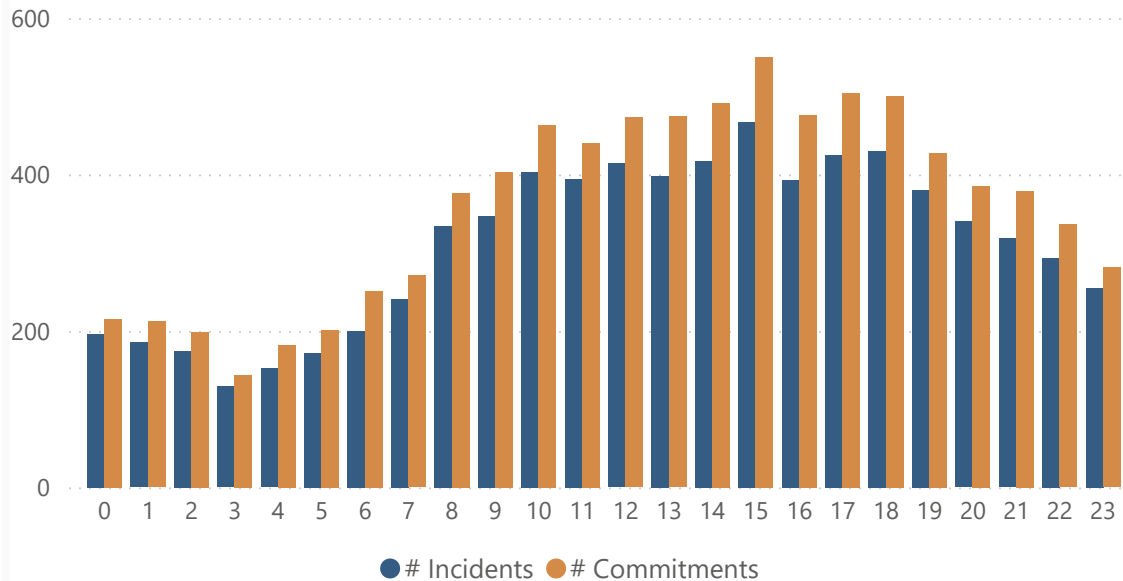
**Number of Incidents by Month**

Last 36 Months



**Number of Incidents and Number of Engine and Truck Commitments**

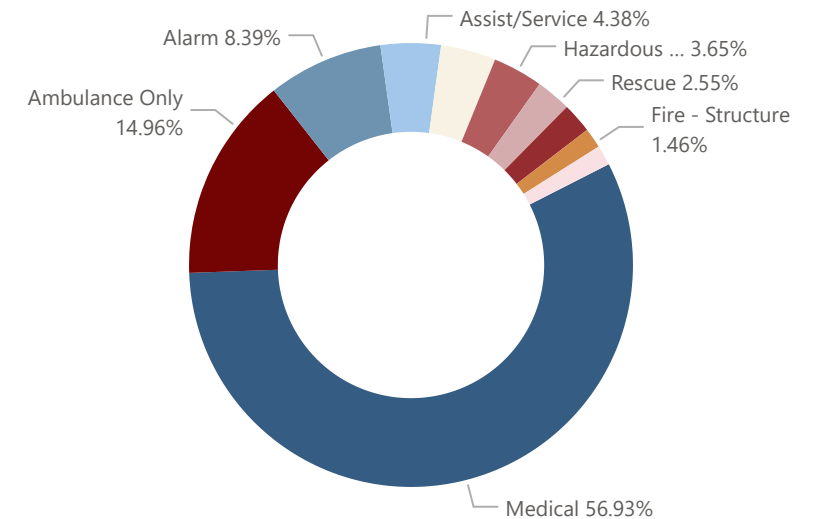
by Hour of Day Over 36 Months



**Number of Incidents by Type**

September 2024

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





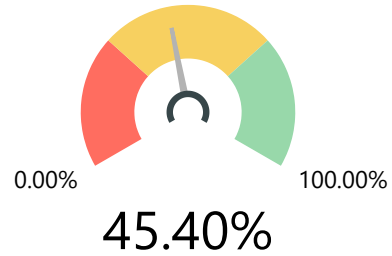
Rodeo Hercules Fire Department  
**Incident Snapshot September 2024**

AGENDA ITEM 18

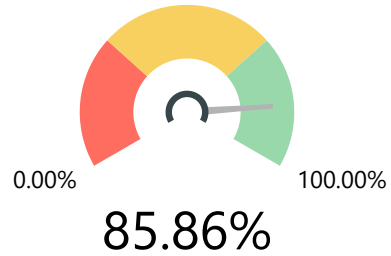
**Compliance for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene**

Last 12 Months

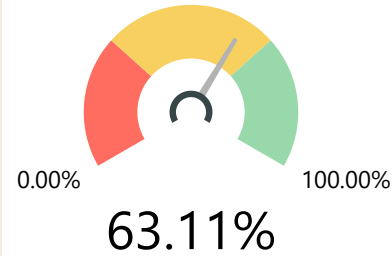
**Call Processing**  
 Benchmark: 00:01:00



**Turnout**  
 Benchmark: 00:02:20



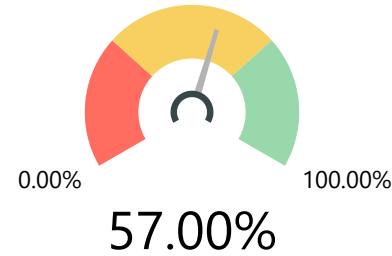
**Total Reflex**  
 Benchmark: 00:08:40



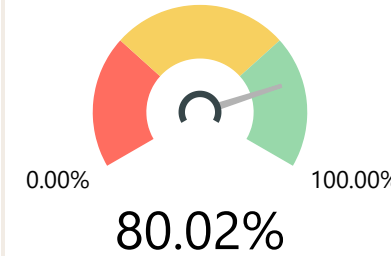
**Compliance for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene**

Last 12 Months

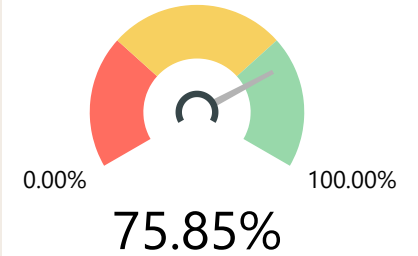
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**Turnout**  
 Benchmark: 00:02:10



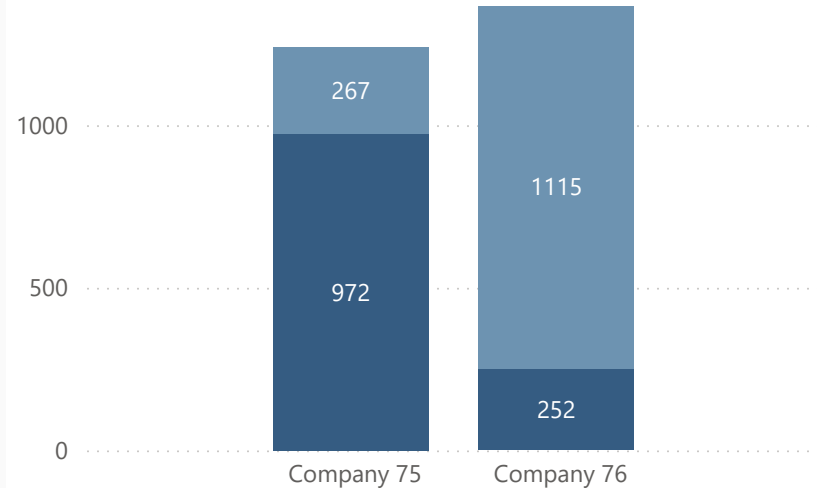
**Total Reflex**  
 Benchmark: 00:09:00



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

Last 12 Months

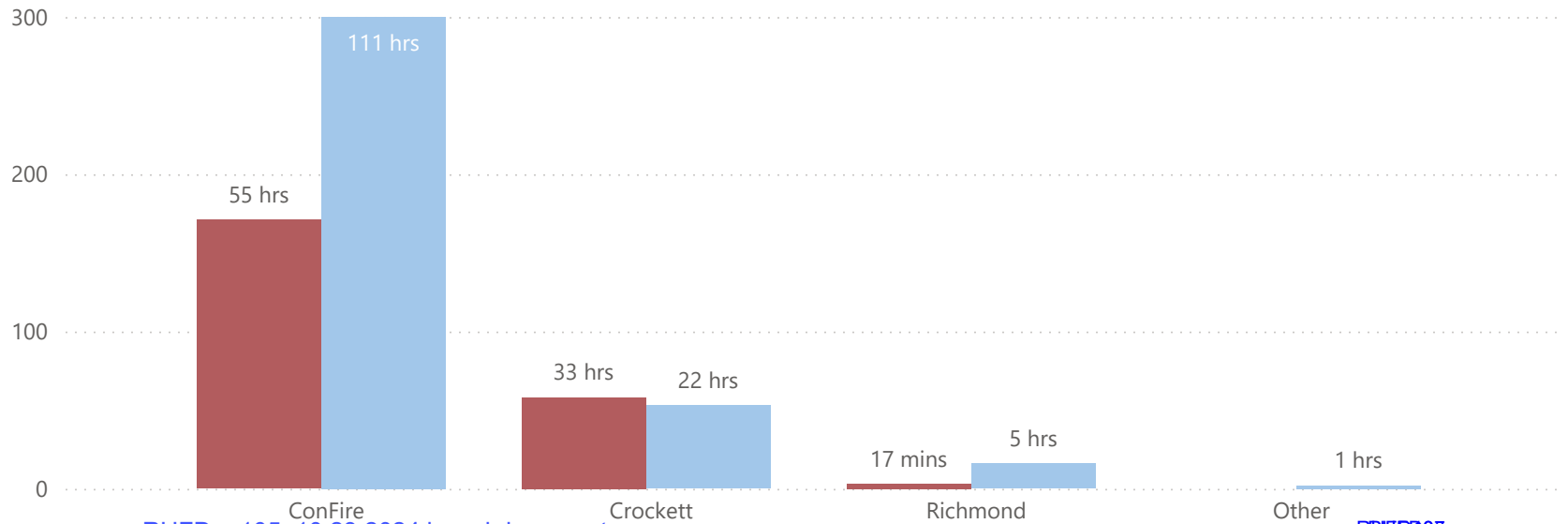
**Station Area** ● 75 ● 76



**Auto aid Given and Received**

Number of Unit Runs - Last 12 Months

● Given ● Received



[RHFD p.105 10 23 2024 board documents](#)

**RHFD03**

**RODEO-HERCULES FIRE PROTECTION DISTRICT  
MEMORANDUM**

**Date: October 23, 2024**

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

**From: Vice-Chair Marie Bowman and Director Charles Davidson, Ad Hoc  
Phillips 66 Taxes**

**Subject: Verification of RHFD Revenue of 10% of Phillips 66 Property  
Taxes**

**At the request of the Contra Costa County Board of Supervisors, in 1996 the Unocal Refinery in Rodeo was annexed into the Sphere of Influence of Rodeo-Hercules Fire Protection District via LAFCO action LAFC 96-23. The County Board of Supervisors subsequently approved a property tax transfer agreement relating to the Unocal annexation whereby 10% of the refinery's ad valorem taxes were to be given to RHFD.**

**The RHFD Board at its September meeting requested a letter be prepared to request verification of tax distributions to RHFD by the County Auditor-Controller per the Board of Supervisors Resolution No. 96/486, namely, that RHFD has been receiving 10% of the ad valorem property tax receipts from the affected Tax Rate Area (parcels now owned by Phillips 66).**

**This item is brought before the Board for general discussion and possible action.**

**Recommendation for the Board is to approve the attached letter for the Chair's signature requesting verification of RHFD's approved 10% share of revenue from the ad valorem property taxes paid by Phillips 66.**

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

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

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

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

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

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

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

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

PASSED by the following vote of the Board of Supervisors on October 1, 1996.

AYES: Supervisors Rogers, Bishop, DeSaulnier, Torlakson and Smith

NOES: None

ABSENT: None

ABSTAIN: None

**RESOLUTION NO. 96/ 486**

**Subject: Determination of Property Tax Transfer )  
for the Unocal Annexation to the Rodeo- )  
Hercules Fire Protection District )  
(L AFC 96-23) )**

**WHEREAS**, Section 99.01 of the Revenue and Taxation Code provides that a jurisdictional change resulting from a special district providing one or more services to an area where such services have not been previously provided shall not become effective if one or more affected special districts involved in the property tax exchange negotiation fails to adopt a resolution agreeing to a transfer of incremental property tax; and

**WHEREAS**, with the exception of the annexing district, the Board of Supervisors shall determine the property tax exchange for each affected district that fails to adopt a resolution agreeing to a property tax transfer; and

**WHEREAS**, the subject annexation to Rodeo-Hercules Fire Protection District (R-HFPD) proposes annexation of territory which results in the provision of services not previously provided and no resolution has been adopted by the Board of Supervisors and R-HFPD agreeing to property tax exchange; and

**WHEREAS**, in the absence of a master agreement for property tax exchange between the County and R-HFPD, the County and R-HFPD have agreed that the property tax exchange agreement for this annexation will be in accordance with the terms of an existing master agreement between the County and the Central Contra Costa Sanitary District and the East Bay Municipal Utility District; and

**WHEREAS**, the formula in the agreement between the County and the Central Contra Costa Sanitary District and the East Bay Municipal Utility District has been used as a model in innumerable similar annexations which results in the annexing district receiving its proportionate share of the incremental property tax, equivalent to that district's share in surrounding tax rate areas, but reduced because school districts are exempt by law from the tax transfer process.

**THEREFORE, IT IS BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY RESOLVED** that the property tax increment allocation factors for the affected agencies in the area of the Unocal Annexation to the Rodeo-Hercules Fire Protection District (L AFC 96-23) for the fiscal year for which the State Board of Equalization makes the tax rate area changes for this jurisdictional change shall be in accordance with the above master agreement. Said factors shall apply in subsequent years unless changed by the mutual agreement of affected agencies and subsequent jurisdictional changes. Such increment tax allocation factors apply to affected territory as submitted or revised by the Local Agency Formation Commission. This resolution does not change in the affected district's right to collect taxes for existing bonded indebtedness.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 1, 1996  
PHIL BATCHELOR, Clerk of the Board  
of Supervisors and County Administrator

BY [Signature] Deputy

- cc: County Administrator
- Auditor-Controller
- LAFCO
- Rodeo-Hercules Fire Prevention District



Contra  
Costa  
County

TO: BOARD OF SUPERVISORS  
FROM: Phil Batchelor, County Administrator  
DATE: October 1, 1996

SUBJECT: Report on Issues Related to the Unocal Annexation to Rodeo-Hercules Fire Protection District

**SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION**

**RECOMMENDATION(S):**

CONSIDER reports from the County Administrator and County Counsel on various issues related to the Unocal Annexation to Rodeo-Hercules Fire Protection District.

**BACKGROUND/REASON(S) FOR RECOMMENDATION(S):**

On September 24, 1996, the Board of Supervisors considered a proposed property tax transfer agreement related to the subject Unocal annexation. The discussion about the tax transfer agreement and the annexation resulted in the Board requesting staff to provide further information on several issues discussed below.

CONTINUED ON ATTACHMENT:  YES

SIGNATURE: *Terrence J. McLean*

RECOMMENDATION OF COUNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE  
 APPROVE  OTHER

SIGNATURE(S):

ACTION OF BOARD ON October 1, 1996 APPROVED AS RECOMMENDED  OTHER

Following Board discussion of the above matter, IT IS BY THE BOARD ORDERED that the report from the County Administrator, County Counsel, is ACCEPTED and resolution No. 96/486, determining the property tax transfer for the Unocal Annexation to the Rodeo-Hercules Fire Protection District is ADOPTED.

VOTE OF SUPERVISORS

UNANIMOUS (ABSENT \_\_\_\_\_)  
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

Contact: Terry McGraw, 336-1065

ATTESTED October 1, 1996  
PHIL BATCHELOR, CLERK OF  
THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR

cc: County Administrator  
Auditor-Controller  
LAFCO  
Rodeo-Hercules Fire Protection District

BY: *Jim Cunniff* DEPUTY



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

Date: October 23, 2024

To: Robert Campbell, Auditor-Controller Contra Costa County

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

Subject: Request for Verification of Phillips 66 Property Taxes Distributed to the RHFD

On behalf of the Board of Directors of the Rodeo-Hercules Fire Protection District (RHFD), I want to thank you for attending the Board's regular September meeting to present and answer questions regarding the District's most significant source of revenue, property taxes. This correspondence is a follow-up to your presentation and the discussion that was had during that meeting.

It is the Board's understanding that in 1996 the Contra Costa County Board of Supervisors requested that the Contra Costa County Local Agency Formation Commission annex the Unocal Refinery in Rodeo into the Rodeo-Hercules Fire Protection District Sphere of Influence. The Unocal annexation was approved as LAFC 96-23. Subsequently, the Board of Supervisors considered a property tax transfer agreement between the County and RHFD for the annexation. During its consideration and deliberations, it appears that the Board of Supervisors agreed unanimously to accept the report from the County Administrator and County Counsel dated October 1, 1996 and in reliance upon that report, adopted Resolution No. 96/486 that approved the property tax transfer agreement for the Unocal Annexation to the Rodeo-Hercules Fire Protection District.

The District requests documentary verification that tax distributions to the District were implemented in accordance with the tax sharing agreement that was adopted by Board of Supervisors Resolution No. 96/486.

Specifically, the RHFD Board requests each of the past 5 fiscal years':

1. Ad valorem property tax amount paid by Phillips 66 in Rodeo.
2. A breakdown of total secured property tax revenues sent from Contra Costa County to RHFD showing the amount coming from: (1) Tax Rate Areas representing the City of Hercules; (2) Tax Rate Areas representing the Town of Rodeo; and (3) Tax Rate Areas representing Phillips 66.

We respectfully request this information by November 6, 2024.

Sincerely,

Delano Doss, Board Chair

Attachment: Resolution No. 96/486

Cc: RHFD Directors

Mr. Pio Roda

Chief Ramirez



LIST OF FUTURE RHFD AGENDA ITEMS SEPTEMBER 2024

Meeting Date	Agenda Item Description	Priority (Legal or RHFD Required, Board Priority, Closed Session, Board Other, Staff Other)	Responsible Party (Board, Staff, Counsel, etc.)	Report (R), Presentation (P), Resolution (RES), Contract (C), RFP	Item Type (Action, Discussion, Receipt of Report, Information, Public Hearing, etc.)	Status (Completed, ongoing, etc.)	Comments (Requested by, Updates, etc.)
11/13/24	Job Descriptions		Staff		Information		Tentative
11/13/24	Possible Update on Waiver of Meas. O Parcel Late Fees	Legal	Staff, Counsel	R, P, RES	Discussion	continued	Follow-up from Aug. Board meeting. Moved from Oct. to Nov. because data needed from County. Resolution only if needed to support changes to Meas O. Completed-no changes. Staff to follow-up with County on waiver of late fees by county for the 178 parcels. Update TBD.
10/23/24	Benefit Assessment Protest	Legal	Staff	R	Public Hearing, Action		
10/23/24	Station 75 Kitchen Renovations	Board Priority & Legal	Staff, Counsel	R, RES, C	Action		
10/23/24	Public hearing on ordinance for Procurement Policy	Legal	Legal	R, Ord	Discussion & Action		adopt ordinance on procurement
10/23/24	Update to District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Board Orientation/Onboarding ad hoc & Staff	R	Information		Onboarding of Directors & Meas O to ensure legal requirements are met, individuals and Board are aware of when their term ends. Update moved to Feb
09/11/24	Measure O Oversight roles & responsibility	Legal	Legal, Staff	R	Discussion & Possible Action	under developme	Coordinate with Board Ad Hoc for orientation of new
09/11/24	Final Budget Adoption	Board Priority	Staff	R,P	Action		Mike Oliver from SAS to assist.
09/11/24	Appropriations Limit	Board Priority	Staff		Action/consent		
09/11/24	ROPS/P66 taxes-Bob Campbell presentation	Board	Staff		Discussion/Information		ROPS update and P66 taxes/ item may get split into
09/11/24	Proclamation FM Lellis					tentative	
09/11/24	Public Hearing for Fire Prevention				Public Hearing, Action		
09/11/24	Special meeting budget workshop/presentation	Board	Staff	Workshop		planned seeking c	Mike Oliver SAS to assist .
08/14/24	Report back on P66 Revenues	Board	Bowman & Davdison				
08/14/24	Accept 2023 Annual Report	Staff	Staff	Report	Discussion/Information	Tentative	Provide annual report to the Board
08/14/24	Procurement Policy	Board	Staff	R	Discussion & Action		
08/14/24	CSG contract and prevention update				Action		
08/14/24	audit-contract for service or RFP				Discussion & Action		Harswal contract for one year. Could go to RFP if
08/14/24	BC MOU				Action		
08/14/24	Staff salary adjustment Minute Order				Action		
08/14/24	Support of Ballot Measure regarding Annexation				Discussion & Possible Action		
07/31/24	Resolution to Annex (Special Meeting)	Board Priority	Staff	RES	Action	tentative	Board direction to bring Resolution to Annex for consideration at a future date
07/10/24	Mayor Toms to Discuss Contract for Service with ConFire	Board	Bowman	P	Information/Discussion		Mayor Toms to discuss contract for service w.Confire
07/10/24	RHFD & City of Hercules participation in "Team up to clean up" project	Board	Bowman	N/A	Discussion		Discuss dates for RHFD sponsor day
07/10/24	MOU-Local 1230: Contract and Resolution	Staff	Staff	P, RES	Discussion & Action		
07/10/24	Enterprises	Staff	Staff	RES & R	Discussion & Action		

07/10/24	Phillips 66 Ad Valorem Property Taxes	Board	Bowman	R	Discussion & Action		
07/10/24	Emergency Procurement for HVAC Unit @75	Staff	Staff	RES & R	Discussion & Action		
07/10/24	Special Meeting re Annexation	Board	Staff	R	Discussion & Action		
06/12/24	RFP or Contract for Auditors & Legal	Board Priority	Staff		Discussion/direction		Harshwal Contract is complete. Need to renew or seek new auditor, discuss legal services
06/12/24	2024/25 FY Budget presentation and adoption	Board Priority	Staff, Financial consultant		Discussion and Possible Action		Board receive and adopt 24-25 FY budget
06/12/24	Election Resolution	RHFD Required	Staff	R	Consent / Action		
06/12/24	County Wildfire Mitigation Program Presentation	Board Priority, Staff	Michelle Rinehart	P	Information/Discussion		Presentation given by CCCFPD re: wildfire mitigation services and accessibility
06/12/24	Special Meeting: Budget 101; Actuarial Basics & Pension		Staff	P	Information		
05/15/24	Special Meeting-Con Fire	Board Priority	Staff, Despain, Broschard		Information/Possible Action		Receive presentation from M. Despain and Chief Broschard.
05/08/24	Measure O Oversight Committee Report to Board		Measure O	R	Discussion and possible action		Measure O Oversight committee annual report
05/08/24	Fire Fuel Breaks Contract		Staff	Contract	Consent/Action	Removed	Removed in favor of CONFire assistance and Measure X assistance
05/08/24	Weed Abatement	Board Priority	Staff	R,P	Discussion/possible action		Presentation of weed abatement program
05/08/24	Local Hazard Mitigation Program Final and Public Comment period	Board Priority, Staff, Legal	Staff	P	Presentation		LHMP documents out on County website for public
05/08/24	Benefit Assessment Levy	RHFD Required	Staff	R	Consent / Action		
05/08/24	3rd Quarter Budget Review	Board Priority, Staff	Staff	R, P	Information/Discussion		3rd quarter review of the 2023/24 budget.
04/10/24	Report on state mandated fire prevention inspections	Board Priority	Staff, CSG Consultant	R,Res	Discussion and Possible Action	Completed	Board receives 2023 report and resolution on completion of annual state mandated fire prevention
04/10/24	Measure O CPI Increase Public Hearing	Board Priority, Legal	Legal	R, Res	Public Hearing, Discussion and Possible Action	Completed	approved
04/10/24	Cal Fire Area Operating Plan AOP	Staff	Staff	R, Res	Consent / Action	Completed/appro	Agreement with CalFire and local regional agencies on Area Operating Plan for wildfires and large incidents.
03/27/24	Special Meeting CSDA Key Learnings	Board Priority	Consultant and Ad Hoc	Workshop	Discussion & Possible Action	Completed	Workshop facilitated by moderator who will assist
03/13/24	Public Hearing Fire Prevention Fees	Board, Legal, RHFD, State	Staff	R, P, RES	Public Hearing, Discussion and Poss	Completed	Done Board to hold public hearing and discuss and
03/13/24	Receive 2022-2023 Annual Audit Report	Board, Legal, RHFD, State	Consultant, Staff	R, P	Board Receives Report	Completed	DONE received
03/13/24	Receive 2022-2023 Measure O Annual Audit Report from Chief	Board, Legal, RHFD, State	Staff	R, P	Board Receives Report	Completed	DONE Board Received
03/13/24	Agreement for services M.E.D. Enterprises	Board Priority	Board	Res	Discussion & Possible Action	Completed	DONE Consider and approve agreement for services and contract extension for M.E. D Enterprises Michael Despain Completed approved
03/13/24	Agreement for services Strategic Advisory Services	Staff	Staff	R, Res	Discussion & Possible Action	Completed	DONE Consider and approve agreement for financial services SAS Completed approved
03/13/24	Agreement for services Redwood Public Law	Board Priority	Board/Staff/Legal	R, Res	Discussion & Possible Action	Completed	DONE.Consider and approve agreement for legal
02/21/24	Special Meeting Strategic Plan RFP	Board Priority	Consultant and Ad Hoc	R, P	Discussion & Possible Action	Completed	Done CSDA workshop moved to Mar. 27
02/14/24	Receive Mid-Year Budget Report	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Update from Chief.

02/14/24	Firefighter of the year proclomation	Board	Staff	P	Proclomation	Completed	DONE. Proclomation of FFOTY by Board Chair
02/14/24	Local Hazard Mitigation Program	Board Priority, Staff, Legal	Staff	R	Discussion and Action.	Completed	DONE. District coordinating with City of Hercules.
02/14/24	Quarterly Report on Future Agenda Items	Board Priority, Staff	Staff and Chair	R	Info. & Discussion.	Completed	Quaterly report approved by Board. Chair to
02/14/24	Modification to agreement with M.E.D. Enterprises	Board,Staff, Legal	Board	N/A	Discussion poss act	no action	Discuss possible modifications to contract
02/14/24	Measure O Ordinance revisions	Board, Legal, RHFD, State	Board, AdHoc	N/A	Discussion poss act	no action	Discussion
02/14/24	CSDA Key Learning workshop	Board, AdHoc governance	Board, AdHoc	N/A	Discussion poss act	scheduled	Discussion
02/14/24	District EMS Responsibilities	Legal	Staff	P	Information	Completed	DONE. Board seeking clarification of District Responsibilities. Per Chief request move to Feb 2024.
02/14/24	Presentation of Fire Prevention fees	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Public Hearing in Feb. or Mar.
02/14/24	Auto Aid services agreement with Crockett-Carquinez Fire Protection District	Board, Staff, Legal	Staff	R,	Action	Completed	DONE. Approved by Board.
01/31/24	Special Meeting Strategic Plan	Board Priority	Consultant and Ad Hoc	R, P	Discussion & Possible Action	Completed	DONE. Meeting 6pm-8pm. Waiting direction from Mr. Pio Roda on whether a PH is required as Board is considering modifying OPS standards. PH requires 30 day public notice. No PH required.
01/10/24	Consideration of Meas. O Assessment to Unit vs. Parcel	Board Priority, RHFD	Director Davidson	R	Action	no action	DONE. Ad Hoc created for recommendation of a consultant to assist Board in analyis and feasibility.
01/10/24	Financial Stability Considerations for Special Districts	Board Priority	Board, RHFD	R, P, RES,	Action	no action	DONE. Gathering info. from State & National Chapters & Business Affiliates; they hire grant writing agencies. Board Alternate Funding Ad Hoc to present with Chief
01/10/24	District Reorganization	Legal, Board Priority	Board		Action		DONE. Selection of Chair and Vice-Chair
01/10/24	Annual Calendar	Board Priority	Board	Calendar	Informational	Completed	DONE. Annual Calendar prepared in coordination with Chief. Approved by Board at Oct meeting. To be
01/10/24	Bathroom Renovations and Additional Funding Request	Board Priority, RHFD	RHFD	R, Estimates	Action		DONE. Approved by Board.
01/10/24	CSDA Key Learnings Survey Report	Board Priority	Board	R	Informational	Completed	DONE. Ad Hoc will recommend moderator for Board workshop on Feb. 21.
01/10/24	Local Hazard Metigation Program	Board, Legal, RHFD, State	Staff	R, P, RES	Informational		DONE. District coordinating with City of Hercules. Presentation in January. Future updates TBD by Chief.
12/13/23	Special Meeting: Strategic Plan Workshop	Board Priority	Counsltant Mike Despain	P	Discussion & Action	Completed	DONE. Hold date & time. Despain led workshop 6PM-8PM.

11/08/23	Update on Possible Meas O Waiver of Zero Value Parcels	Legal	Staff, Counsel	R, P, RES	Action	Completed	Moved from Oct. to Nov. because data needed from County. Resolution only if needed to support changes to Meas O. Follow-up from Aug. Board meeting.
11/08/23	Review of Strategic Plan & Business Implementation Plan	Board Priority	Board	P	Action	Completed	DONE. Possible approval of brochures for distribution. Approved by Board. SP Ad Hoc to coordinated distribution with Chief.
11/08/23	Procurement of Station Alerting Systems	Board Priority, Legal	Staff, Counsel	R,RES,RFP, C	Action	Completed	DONE. Approved by Board. District did not receive Meas X funds for alerting system. Chief to move
11/08/23	District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Saff	R	Information	moved to August	Onboarding of Directors & Meas O committee members to ensure legal requirements are met, individuals and Board are aware of when their term ends. Update moved to April per Chief's request.
11/08/23	Role of General Counsel & Board Management of Interactions with Counsel	Board Other	Counsel	R	Information	Completed	DONE. Director's request.
11/08/23	Transcription of RHFD Minutes	Board Other	Davidson	R	Discussion & Action	completed	DONE. Info. on transcription of Board Mins. Software. Director Davidson to coordinate with Chief. Review with Mr. Pio Roda for legal compliance; he had no
11/08/23	Measure O Fire Service Parcel Tax for Bayfront High-Rise Apartments Re: "Leland Traiman v. Alameda Unified"	Board Other	Davidson	R	Discussion & Action	Completed	DONE. Mr. Pio Roda is reviewing the Courts ruling on Leland Traiman v. Alameda Unified and its possible
11/08/23	First Quarter Budget Review	Board Priority	Staff	R & P	Information	Completed	DONE. Supporting payroll documents from County available Oct. 16 as payroll info. not available till Oct.
10/18/23	Chief's Performance Evaluation	Closed Session	Board, Counsel	N/A	N/A	Completed	DONE. Completed by Board Nov 8, Eval signed by Chief Dec 18
10/18/23	Prevention Fees	Legal	Staff	N/A	Discussion	Completed	No report, information and discussion only. Public Hearing for Fee Approval in March.
10/18/23	Benefit Assessment Protest	Legal	Staff	R	Public Hearing, Action	Completed	DONE. Assessment rates approved in May: RES NO. 2023-03
10/18/23	CPRA Minor Procedure Updates	Legal	Staff	R	Information	Completed	DONE. Procedure updates per Aug. Board meeting. Accepted by Board.