

July 22 2024

Mr. Delano Doss
Chair, RHFD Board
doss@rhfd.org

On July 10, 2024, at the Rodeo-Hercules Fire Board meeting, Measure O Committee Chair Maureen Brennan presented the findings of the Measure O Oversight Committee. Those findings were a unanimous recommendation to put an advisory vote on the November ballot to get a read of the citizens of the community that taxed themselves to keep a fire station open. Do they want to be annexed?

Chair Brennan was then bullied, insulted and demeaned by Fire Board Director Steven Hill after her report and recommendation from the Measure O Committee to the Board. Director Hill asked if he could make a comment. He asked "by what authority Measure O stands up there meeting after meeting and rails with a bunch of nonsense. I ask that legal counsel respond what the extent of their authority and their role and responsibilities are. ...because frankly, I'm kind of tired of being lectured in these meetings month after month."

Not one person on the dais pointed out to Hill that his attitude and outburst went against the ethics of the Board. *General ethical principles relating to public service

Director Doss, you did not show leadership. It was your duty to correct that outburst.

Involve the community in the development, implementation, and assessment of policies and public programs, and seek to empower citizens in the democratic process, including special assistance to those who lack resources or influence.

I can not abide this behavior. This is notice of my resignation from the Measure O Oversight Committee.

Elizabeth Genai
Measure O Co-Chair

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.

7/25/24

Chair Doss, Chair of RHFD Board:

It's been a difficult challenge for my 3 years on this committee. It was clear from the beginning that the designated parcel tax was not being used properly. It was used for the retirement deficit imposed on us by the Local 1230, promises that were too expensive to keep. I am proud that the Measure O money enabled us to re-open the Rodeo Station 75.

That said, I am immediately resigning my position on this Measure O Oversight Committee Committee.

We have lost the confidence of this annexation-driven Board, as they have lost sight of a multitude of public concerns. Our voice no longer matters, and in fact is ridiculed. We all felt it in the best interest of the public, to at least, allow the public to vote yes or no for annexation. With this suggestion, I was met with the vitriol of Steve Hill for nearly 15 minutes at the latest meeting. Yourself as Chair, nor any of the Board members were willing to silence him. This is how it has been for years, as I give my Measure O report.

This is a report of the Measure O Committee, and I present that discussion to the Board. It is now more than I can bear to be monthly dismissed and laughed at. The level of disrespect is profound.

As of July 25, I resign from this Measure O Oversight Committee. I will see Elizabeth at an RMAC meeting this evening, and inform her of her new role as Chair of the Measure O Committee, for the regular August meeting.

Maureen Brennan

Previous Chair Measure O Committee

Begin forwarded message:

From: Rodeo Citizen <[REDACTED]>
Subject: Measure O
Date: July 27, 2024 at 5:34:46 PM PDT
To: RHFD Director Doss <doss@rhfd.org>, RHFD Counsel Richard Pio Roda <richard@redwoodpubliclaw.com>, RHFD Director Bowman <bowman@rhfd.org>, RHFD Director Davidson <davidson@rhfd.org>, RHFD Director Hill <hill@rhfd.org>, RHFD Director Mikel <mikel@rhfd.org>
Cc: RHFD M-O Maureen Brennan <[REDACTED]>, Elizabeth <[REDACTED]>

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.

Date: July 27, 2024

From: Tara Shaia, Measure O Committee Member

To: Chair Doss and Rodeo-Hercules Fire District Board
Mr. Pio Roda, Legal Counsel for RHFD

This message is to inform you that I hereby resign my position on the Measure O Oversight Committee.

My reasons for resignation align with those expressed by Measure O (former) Chair Maureen Brennan, in particular the concern that the Committee's input is not valued and the concern about the marked display of disrespect for the (former) Chair's reports to the Board.

It is regrettable that those entrusted with guiding the community's critically important Fire District could not provide and cultivate a more civil and productive working relationship to those in collateral roles.

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
JULY 10, 2024

1. **CALL TO ORDER/ROLL CALL** (00:08) Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present.
2. **TOWN HALL RESULTS** (2:18) Mike Despain led a discussion on the results of two Town Hall meetings held to gather community opinions on various topics including fire rescue and EMS services, annexation, and standardization of training and operational policies. The Town Hall surveys indicated strong support for reliable and high-quality services, local control, and the preference for keeping both fire stations open.
3. **DRAFT SERVICE PLAN FOR ANNEXATION** (15:05) Chiefs Ramirez, Broschard and Despain presented a draft service plan for annexation to improve efficiency and effectiveness, and reduce costs. The cost savings from annexation will be used to strengthen operational resources for the communities served by the combined organization.
4. **PUBLIC COMMENT**
 - Annie Miller
 - Pedro Jimenez
 - Robert Baum
 - Tara Shaia
 - Maureen Brennan
 - Frank Grimsley
 - Elizabeth Genai
 - Heather Gibson
5. **ACTION TO DIRECT STAFF TO PLACE ON A SPECIAL MEETING AGENDA SCHEDULED FOR JULY 31, 2024 A RESOLUTION OF INTENTION TO ANNEX RODEO-HERCULES FIRE PROTECTION DISTRICT TO CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT** (1:35:11) The board sought clarification from Lou Ann Teixeira, Director of Lafco, about the annexation process and the financial analysis Lafco conducts. The group also discussed the need for certification and the question of funding for remaining independent. Motion made by Director Hill to direct staff to place on a special meeting agenda scheduled for July 31 a resolution of intention to annex Rodeo-Hercules Fire Protection District with Contra Costa County Fire Protection District. Seconded by Director Mikel. Motion passed 4-1. Ad hoc committee consisting of Directors Doss and Davidson created.

Roll Call Vote (4-1)

Chair Doss Y

Vice Chair Bowman Y
Director Hill Y
Director Davidson N
Director Mikel Y

6. **ADJOURNMENT** Special meeting adjourned at 8:51 p.m.



RODEO-HERCULES FIRE PROTECTION DISTRICT
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REGULAR BOARD MEETING MINUTES
JULY 10, 2024

1. **CALL TO ORDER/ROLL CALL** (1:52:00) Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present.
2. **PLEDGE OF ALLEGIANCE**
3. **ADJOURN TO CLOSED SESSION** (1:52:55)
4. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** (1:53:42)
5. **ANNOUNCEMENTS OF DISTRICT EVENTS** (1:53:52) National Night Out Tuesday August 6 6-8pm.
6. **CONFIRMATION OF THE AGENDA** (1:54:20) Motion made by Vice Chair Bowman to approve the agenda, seconded by Director Hill. Motion passed unanimously.

Roll Call Vote (5-0)

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

7. **REVIEW OF CORRESPONDENCE TO THE BOARD** (1:54:49)
8. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (1:55:25)

PUBLIC COMMENT

Steve Trotter
Tara Shaia

9. **CONSENT CALENDAR** (1:58:50) Motion made by Vice Chair Bowman to approve the consent calendar. Seconded by Director Hill. Motion passed.

Roll Call Vote (5-0)

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

10. **SPECIAL ORDER OF BUSINESS: DISTRICT STRATEGIC PLAN AND SUSTAINABILITY EFFORTS** (1:59:12) Chief Despain took questions from the board and summarized results of the surveys from the two town hall meetings.

11. **AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH M.E.D. ENTERPRISES INC. FOR FIRE DISTRICT ANALYSIS AND OPTIONS FOR PROTECTING SERVICE LEVELS CONTRACT EXTENSION** (2:08:39) Motion made by Director Hill to approve resolution 2024-15, approving the amendment to the agreement with M.E.D. Enterprises and raising the ceiling by \$10,000. Friendly amendment by Vice Chair Bowman to provide supporting documentation with the reports received by M.E.D. Enterprises. Seconded by Chair Doss.

Public Comment

Tanya Little

Roll Call Vote (5-0)

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

12. **MAUREEN TOMS, MAYOR FOR CITY OF PINOLE, PRESENTATION KEY LEARNINGS FROM CITY OF PINOLE CONTRACT FOR SERVICES AGREEMENT WITH CONFIRE** (2:20:34) Mayor Maureen Toms gave a presentation on Pinole’s experience with contracting Con Fire for fire services.

13. **MEMORANDUM OF UNDERSTANDING BETWEEN RHFD AND LOCAL 1230** (2:37:00) Motion made by Vice Chair Bowman to approve Resolution 2024-16, seconded by Director Hill. Motion passed unanimously.

Roll Call Vote (5-0)

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

Public Comment

Vince Wells

14. **RODEO-HERCULES FIRE PROTECTION DISTRICT AND CITY OF HERCULES PARTICIPATION IN “TEAM UP TO CLEAN UP” PROJECT** (2:41:28) Tentative date of Saturday, August 3 from 8-11. Board requested a doodle poll for possible alternate date.

15. **PHILLIPS 66 AD VALOREM PROPERTY TAXES AND RHFD** (2:43:25) Vice Chair Bowman addressed the issue of Philip 66 ad valorem property taxes, the need for an ad hoc committee to address this issue, and the importance of pursuing financial opportunities. Vice Chair Bowman and Director Davidson appointed to ad hoc committee.

Public Comment

Jan Callaghan
Maureen Brennan

16. EMERGENCY PROCUREMENT FOR HVAC UNIT FOR STATION 75 WITH CORRESPONDING CAPITAL BUDGET ALLOCATION (2:59:40) Motion made by Vice Chair Bowman to approve resolution 2024-17. Seconded by Director Hill. Motion passed unanimously.

Roll Call Vote (5-0)

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

17. FIRE CHIEF’S REPORT (3:02:20) Accepted as presented.

18. STAFF REPORTS (3:03:55) None.

19. BOARD MEMBER REPORTS (3:04:33) Vice Chair Bowman gave an update on the East Bay Hills Wildfire Prevention & Coordination group. Next meeting in September. Board orientation ad hoc will be meeting with Kim Corcoran to coordinate and plan a presentation to the board in August.

20. MEASURE O OVERSIGHT COMMITTEE (3:11:55) Committee chair Maureen Bowman requested a public vote on the matter of annexation. Director Hill asked the district’s legal team for clarification on the role of the Measure O Oversight Committee.

21. LOCAL 1230 COMMENT (3:22:28) Comment by Local 1230 Representative John Bischoff thanking the board for approving the latest MOU.

22. REQUEST FOR FUTURE AGENDA ITEMS (3:23:05) Budget 101 presentation; firefighter job descriptions and evaluations; follow up on Phillips 66 funding (committee); information on training gaps (committee); advisory vote on annexation; role of the Measure O Oversight Committee; CSG inspectors progress update;

23. ADJOURNMENT Meeting adjourned at 10:01 p.m.



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 1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547
 (510) 799-4561 www.rhfd.org

SPECIAL BOARD MEETING MINUTES

JULY 31, 2024

1. **CALL TO ORDER/ROLL CALL** Directors Delano Doss, Marie Bowman, Steve Hill, Charles Davidson and Robyn Mikel present.

2. **RESOLUTION No. 2024-18 REQUESTING THE CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR THE DISSOLUTION OF THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND SUBSEQUENTLY ANNEX THAT TERRITORY INTO THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT** (2:00) Discussion of a proposal to dissolve the Rodeo-Hercules Fire Protection District and annex it into the Contra Costa County Fire Protection District. The proposal was developed after a year-long process that included analyzing sustainability options, holding town hall meetings, and developing a service plan. Approval of resolution will initiate annexation proceedings with LAFCO.

Public Comment

Pam Heuser
 Susan Keefe
 Robert Baum
 Angie Noble
 Mike Coody
 Pamela Park Meigs
 Pedro Jimenez
 Donna Heymans
 Tanya Little
 Janet Callaghan
 Elizabeth Genai
 Matt Ludwig
 Frank JM Grimsley II
 Anthony Stephens

Motion made by Director Hill to approve resolution 2024-18. Seconded by Director Mikel. Motion passed.

Roll Call Vote (3-2)

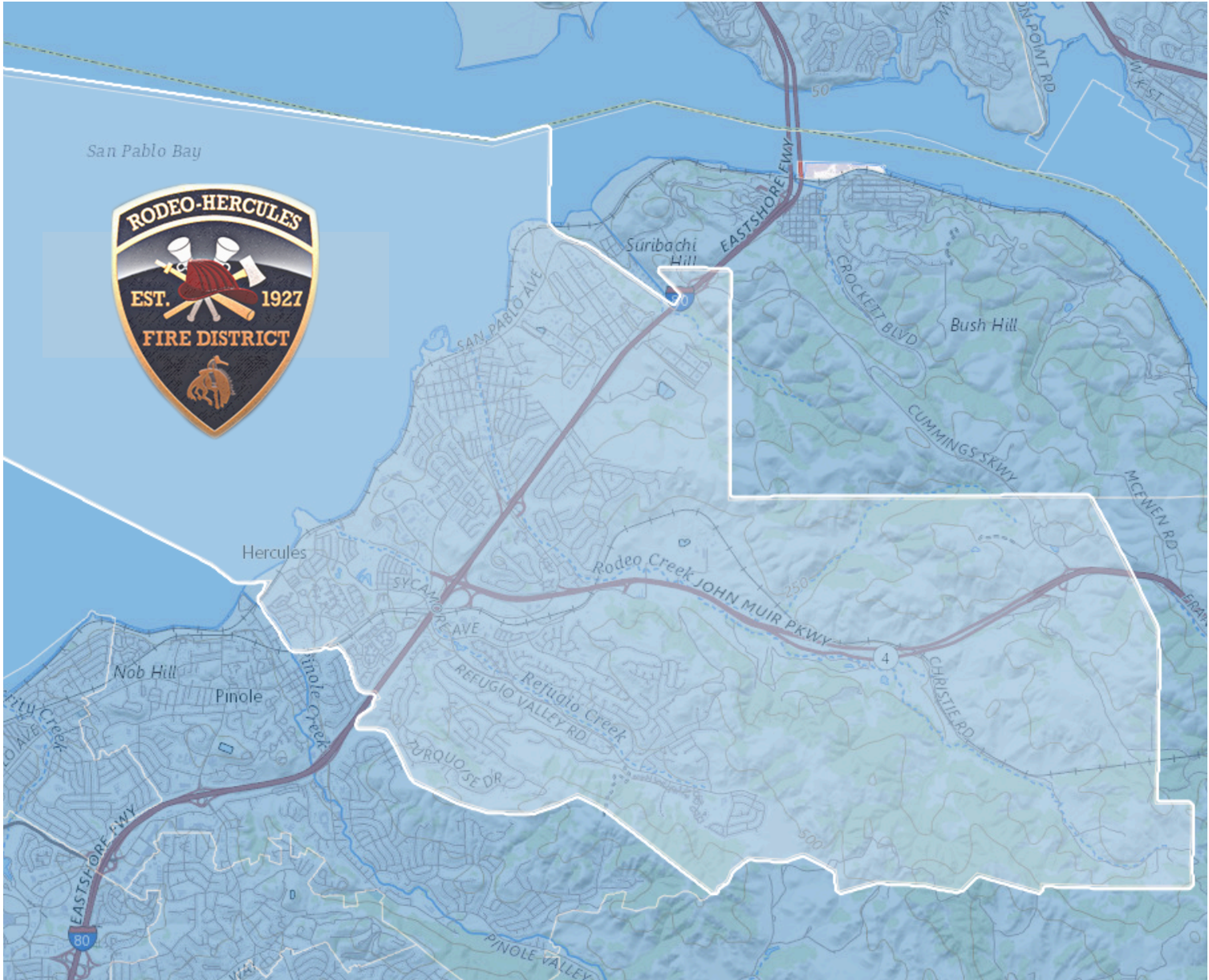
Chair Doss	Y
Vice-Chair Bowman	N
Director Hill	Y
Director Davidson	N
Director Mikel	Y

3. **ADJOURNMENT** Meeting adjourned at 8:13 p.m.

RODEO-HERCULES FIRE PROTECTION DISTRICT



2023 ANNUAL REPORT





Rodeo-Hercules Fire Protection

District is an all-risk department operating two fire companies specially trained to respond to residential and commercial fires, refinery and other industry-related incidents, wildland fires, vehicle extrication and other technical rescues, hazardous materials incidents, and medical emergencies. Both engine companies are also tasked with daily duties, public education, business inspections as well as practicing continuing education.

The Fire District provides a minimum of one advanced life support paramedic on duty 365 days a year in both the Town of Rodeo and the City of Hercules. Rodeo-Hercules Fire Protection District operates within Battalion 7 along with the Contra Costa County Fire Protection District. RHFD provides one Battalion Chief to Confire's two B/Cs to ensure the consistent establishment of incident command, firefighter safety, and judicious resource management at the scene of emergencies.



2023 BOARD OF DIRECTORS



The District's five-member board holds elections during even-numbered years. Board members are elected to staggered four-year terms.



MS. MARIE BOWMAN

*Appointed
4/2021*



MR. STEVE HILL

*Elected
12/2018*



MR. CHARLES DAVIDSON

*Elected
12/2020*



MS. ROBYN MIKEL

*Appointed
4/2022*



MR. DELANO DOSS

*Elected
12/2022*



A MESSAGE FROM THE FIRE CHIEF



To the Rodeo and Hercules Communities and the RHFD Board of Directors,

I am happy to present our annual report. 2023 was an eventful year- I was honored to join the Rodeo-Hercules team in May of 2023. Together we have many accomplishments to celebrate:

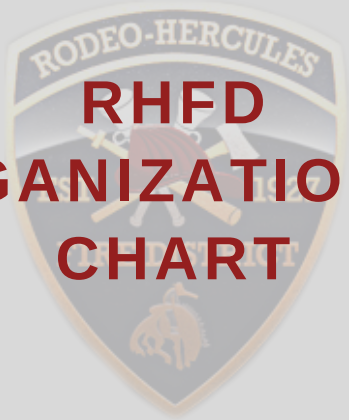
- Update of the 2022-2027 Strategic Plan and Business Plan
- Adoption of updated Fire Prevention Fees Schedule
- Adoption of the Weed Abatement Plan
- Completion and reporting of all state mandated fire prevention inspections
- Installation of new alerting system in stations 75 and 76
- Completion of bathroom renovations in all bathrooms at Stations 75 and 76
- Execution of multiple contracts for service to fill service gaps including fire prevention, financial assistance, grant writing, and EMS training support
- Promotional process which culminated in the promotion of a Captain, two Engineers, and the hiring of a new Firefighter
- Completion of an Area Operating Agreement with CalFire and an Automatic Aid agreement with Crockett-Carquinez Fire Protection District.

Our crews participated in the National Night Out event and the Cultural Festival, hosted a successful open house and, thanks to our community, collected a significant amount of toys for the Toys for Tots organization and warm coats for Rotary's Warm Things donation drive. Our firefighting personnel responded to thousands of emergency calls throughout the district and beyond, trained hard to gain and maintain their skills, read to kids, educated 3rd graders on fire safety, participated in active shooter training with Hercules police department and hosted visits to the station by schools and others. Please peruse the following pages to learn more about who we are and what we do in our community.

I look forward to making more progress in 2024, working with the Board of Directors on establishing and achieving goals that reduce risk and improve the safety of our citizens and our firefighters. I am excited to move the district towards a fiscally sustainable and stable future that offers the highest level of fire and emergency services.

In Service,

Rebecca Ramirez
Fire Chief



ORGANIZATIONAL CHART

BOARD OF DIRECTORS



Fire Marshal
Bill Lellis

Administrative Services Officer
Kimberly Corcoran

Administrative Assistant
Tamara Tomas

REBECCA RAMIREZ
FIRE CHIEF



DARREN JOHNSON
RHFD BATTALION CHIEF
(A Shift)

Con Fire
Battalion Chief
(B Shift)

Con Fire
Battalion Chief
(C Shift)



Captain/PM
Chuck Coleman



Captain/PM
Jack Clapp



Captain/PM
John Bischoff



Captain/PM
Skye Johnson



Captain/PM
Brian Solidum



Captain
Derek Cochnauer



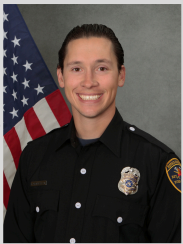
Engineer/PM
Robert Gelhaus



Engineer
Matt Greiner



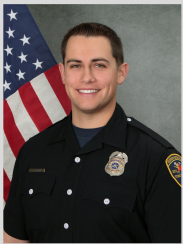
Engineer
Jesus Garcia



Engineer
Carlo Granzella



Engineer/PM
Jason Garry



Firefighter
Justin Creecy



Firefighter
Jonah Becton



Firefighter
Kyle DuMond



Firefighter
Anthony Guzman



Firefighter
Joshua Jensen



Firefighter/PM
Kyle Wellington



Firefighter/PM
Daniel Collyer

PM = Paramedic. When fully staffed, the district employs a minimum of nine paramedics.

2023 HIGHLIGHTS

FIREFIGHTER OF THE YEAR



Engineer Carlo Granzella was selected Firefighter of the Year in 2023 by his peers. He entered RHFD in 2020, promoting to Engineer in 2022.

AGENDA ITEM 7D NEW HIRES

FIRE CHIEF



The Rodeo-Hercules Fire District is led by Chief Rebecca Ramirez, retired fire chief from the Yocha Dehe Wintun Nation Fire Department and the Woodland Fire Department. She began her career in the fire service with the West Sacramento Fire Department, where she served as a firefighter, engineer, captain, battalion chief and deputy chief throughout her decades-long career.



Firefighter/Paramedic Daniel Collyer joined RHFD in February 2023.

COMMUNITY OUTREACH

Open House 2023

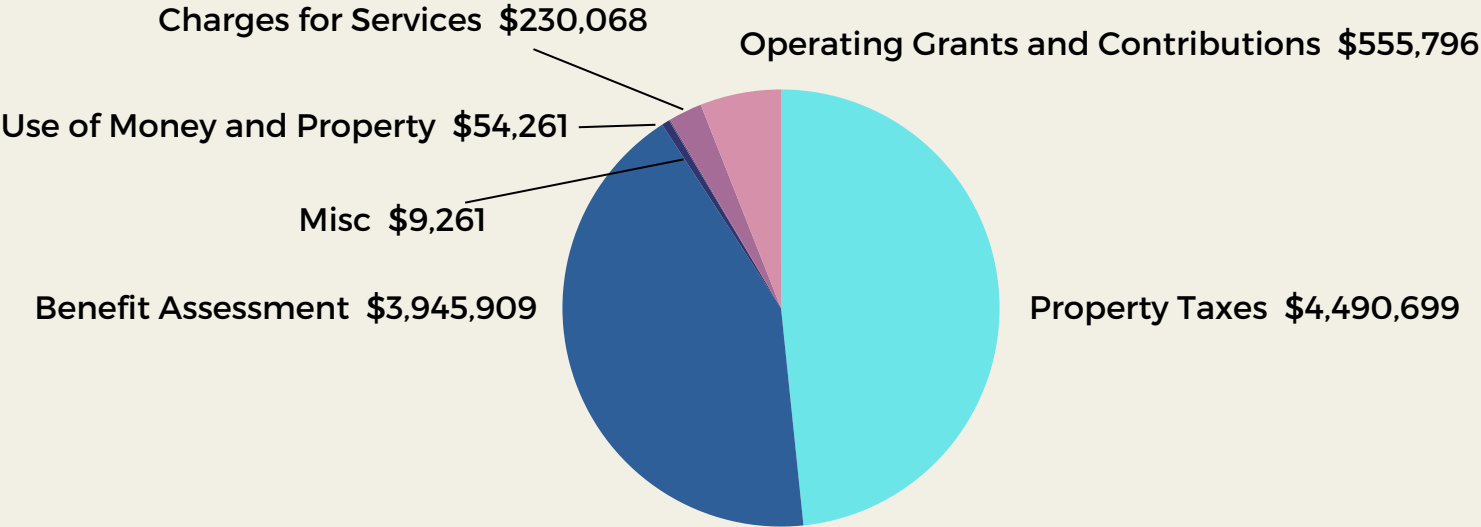
We had another great turnout for our annual open house in October. Hundreds of people came to Station 76 in Hercules to enjoy demonstrations by our firefighters, fire safety handouts, free bike helmets for kids, face painting, free food, and visiting with animals brought by our friends at Safari Adventures! There were CPR demonstrations given by RHFD's R.N. Greg Kennedy and we also had visitors from the CHP, Hercules Police Department, American Medical Response, Phillips 66 Community Advisory Panel, Contra Costa County HazMat, the Contra Costa Wildfire Mitigation Program, and the West Contra Costa Fire Safe Council who hosted a Firewise USA booth.



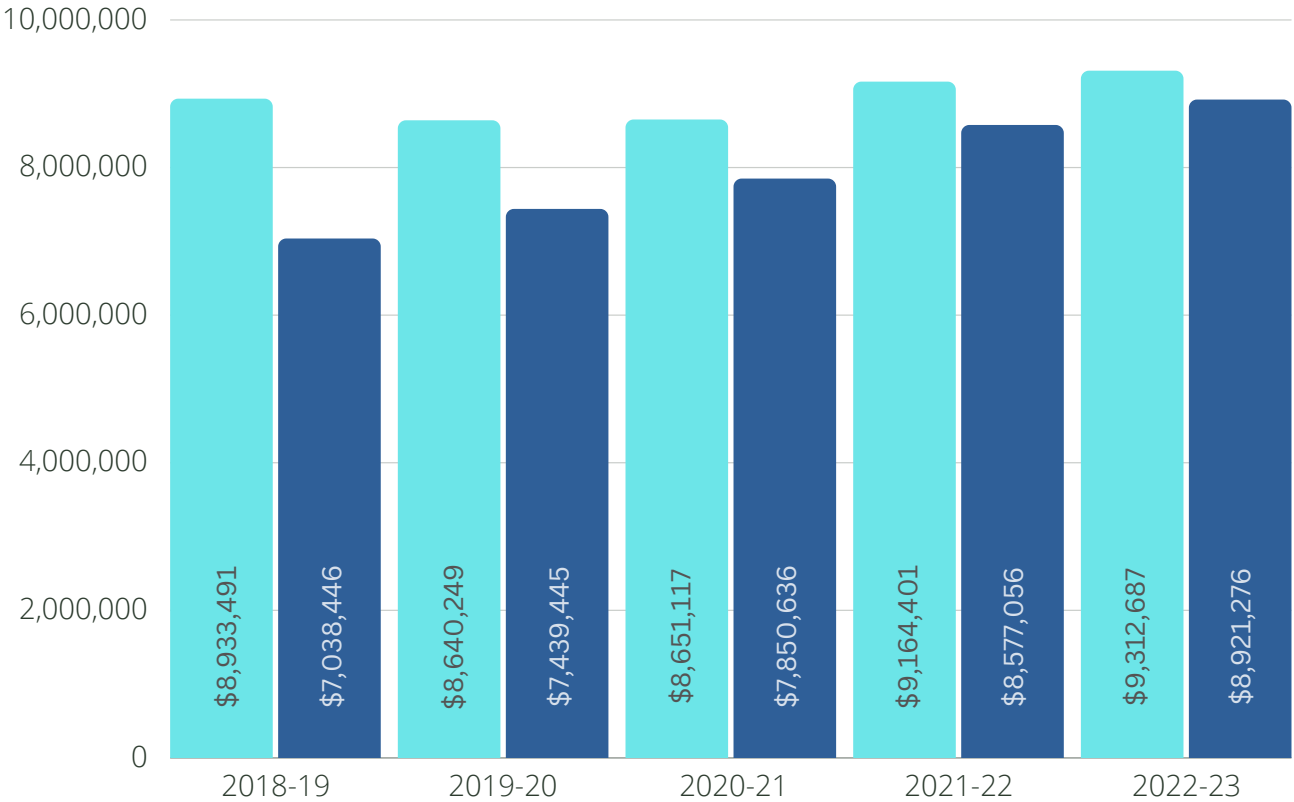
2022-23 REVENUE AND EXPENDITURES

All Funds

Revenue Sources



rhfd.org 510-799-4561 1680 Refugio Valley Rd, Hercules
Revenue Expenditures



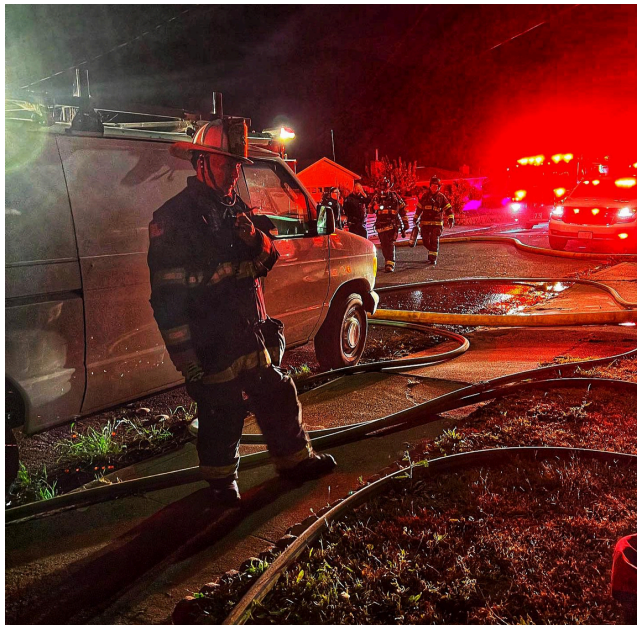


RHFD prides itself on its outreach and being an active part of the community it serves. Firefighters teach kids about fire safety and participate in local events and host station visits for schools and other organizations. A few highlights: In 2023 we participated in the city of Hercules' Youth in Government Day, attended the annual Rock the Block Celebration hosted by the New Horizons Career Center in Rodeo, and hosted a Toys for Tots toy drive and a Rotary "Warm Things" coat drive during the month of December.

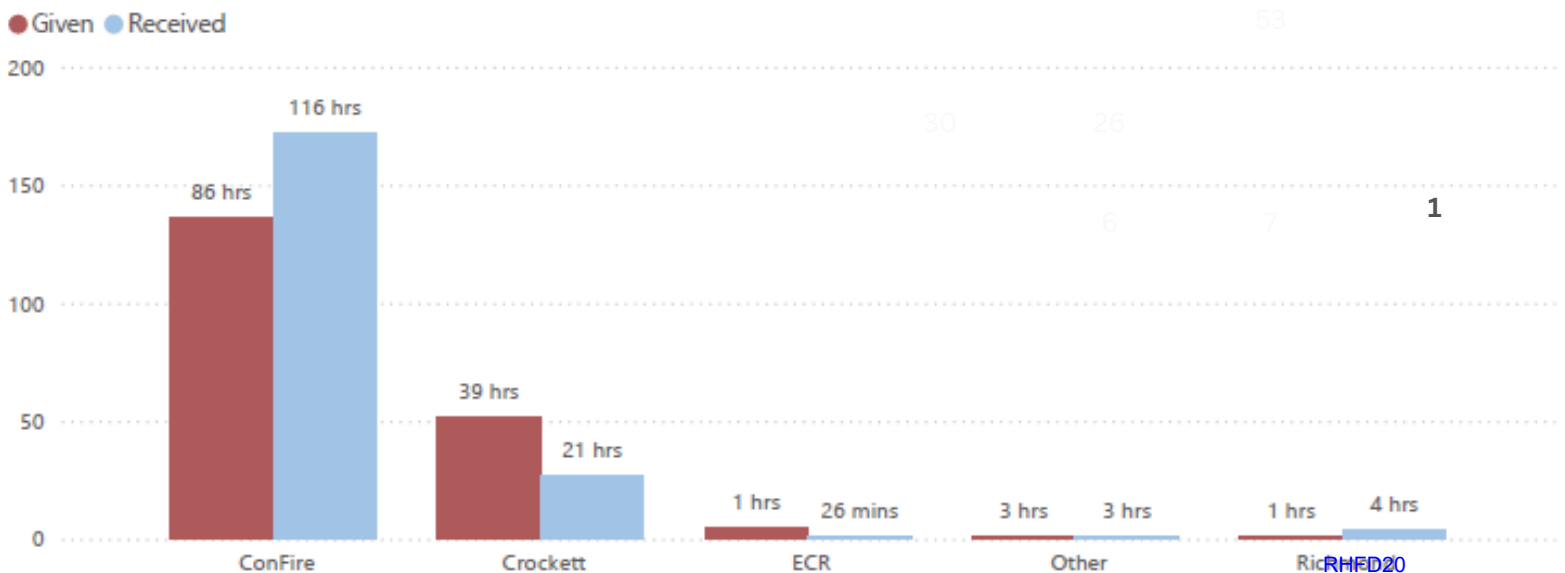


MUTUAL AND AUTOMATIC AID

The District participates in mutual and automatic aid agreements with other agencies, which benefit our residents and those in neighboring communities when additional resources are needed.



Aid Given and Received
Number of Unit Runs - 2023



CAL OES STRIKE TEAMS



RHFD staffed multiple pre-position strike teams during destructive weather events over the winter months and sent strike teams to large fires over the summer. RHFD crews helped contain the Happy Camp Complex fire that scorched over 20,000 acres in the Klamath National Forest and the South Fork Complex fire in Trinity County that burned across almost 4,000 acres.





APPARATUS

The district maintains its fire suppression apparatus for an average of 15-20 years while staff vehicles are replaced every 10 years.

TYPE 1 ENGINES

2021 Pierce
2014 Spartan/HiTech



TYPE 3 ENGINES

2008 International
2006 International



QUINT AERIAL LADDERS

2021 Spartan/Smeal
2006 Spartan/Smeal



STAFF VEHICLES

2022 GMC Tahoe
2017 GMC Tahoe (2)
2007 Ford Escape
2005 Ford Expedition
2005 Ford F350

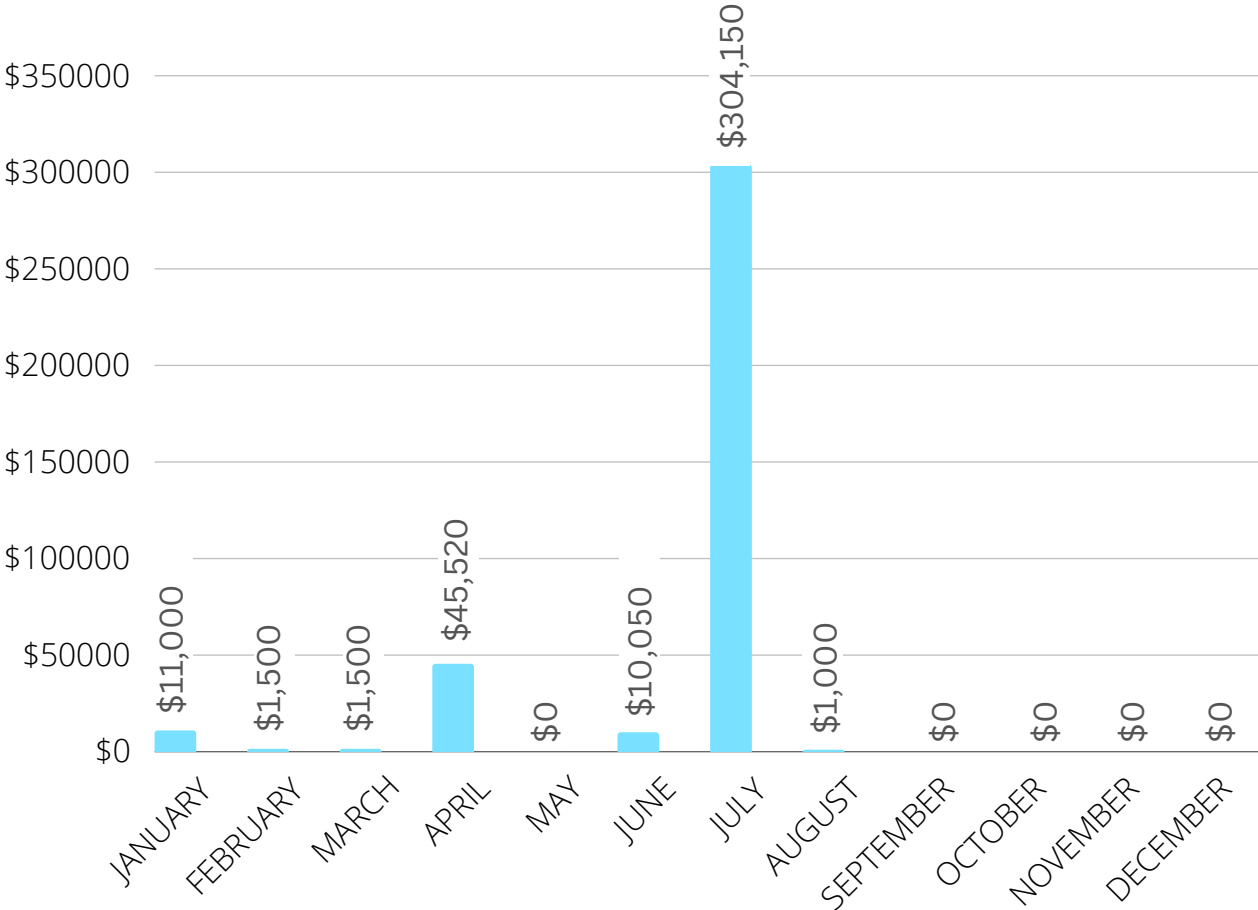


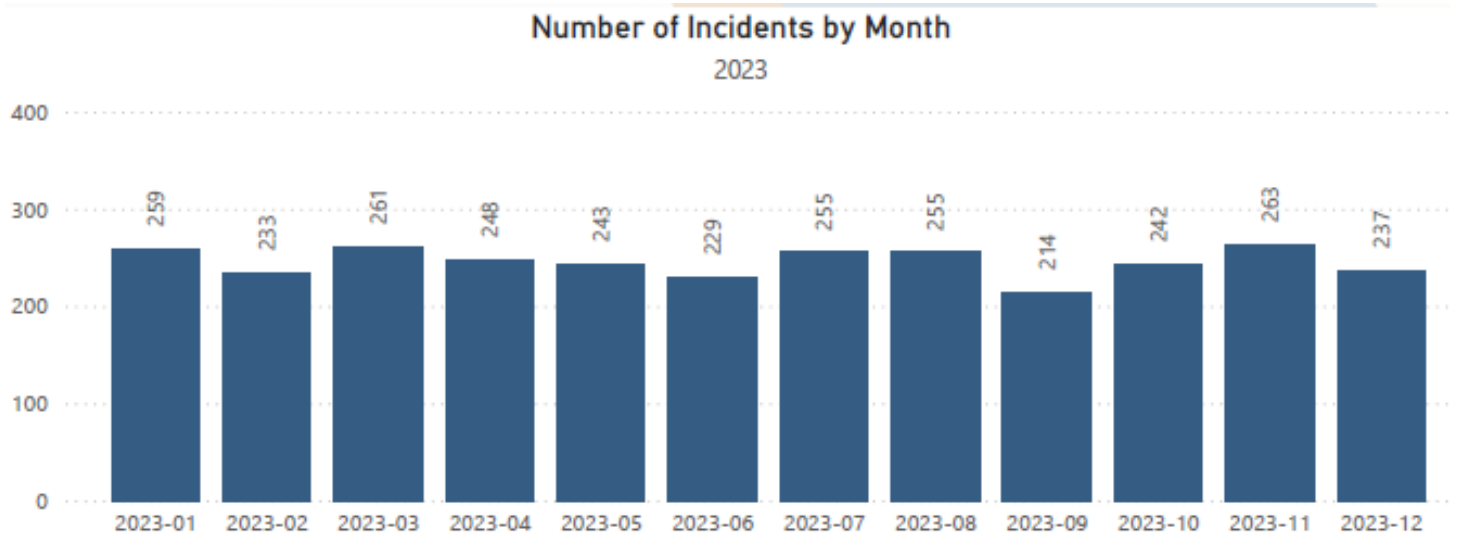
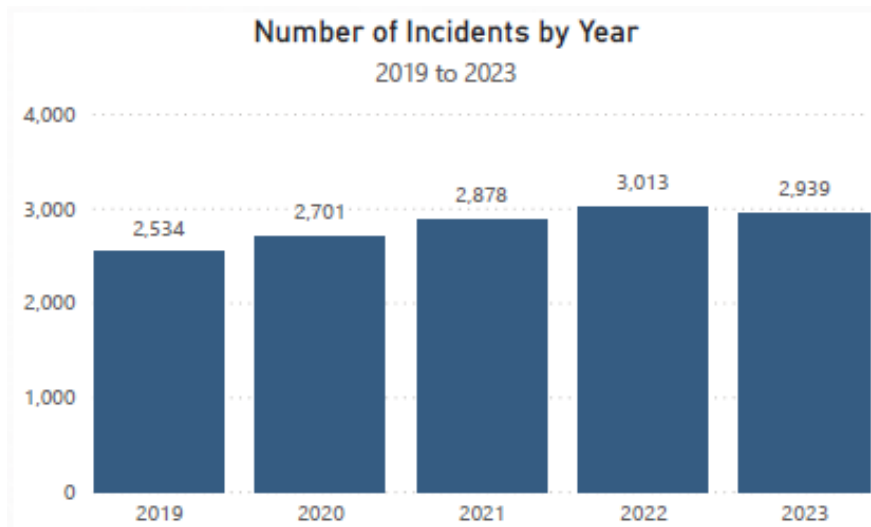
SPECIALTY TRAILERS

CERT Trailer
Mass Casualty Trailer
Training Tower



RESIDENTIAL FIRE LOSS BY MONTH

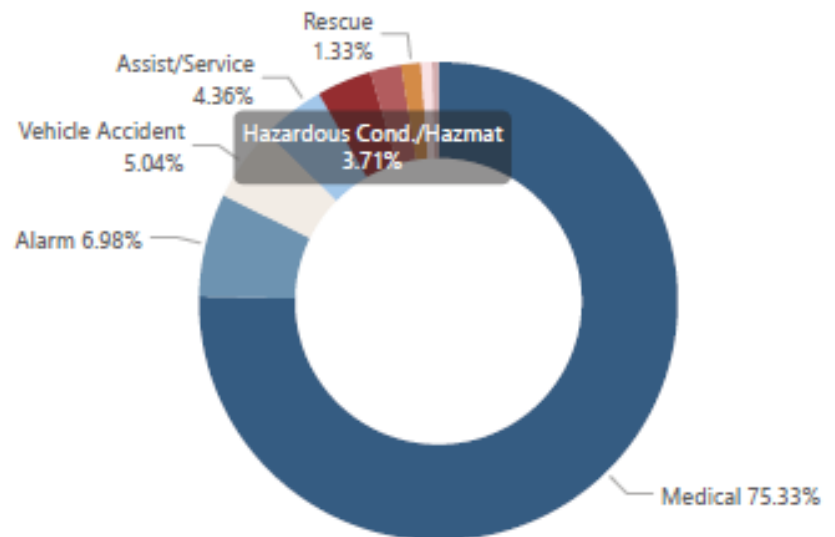




Number of Incidents by Type

2023

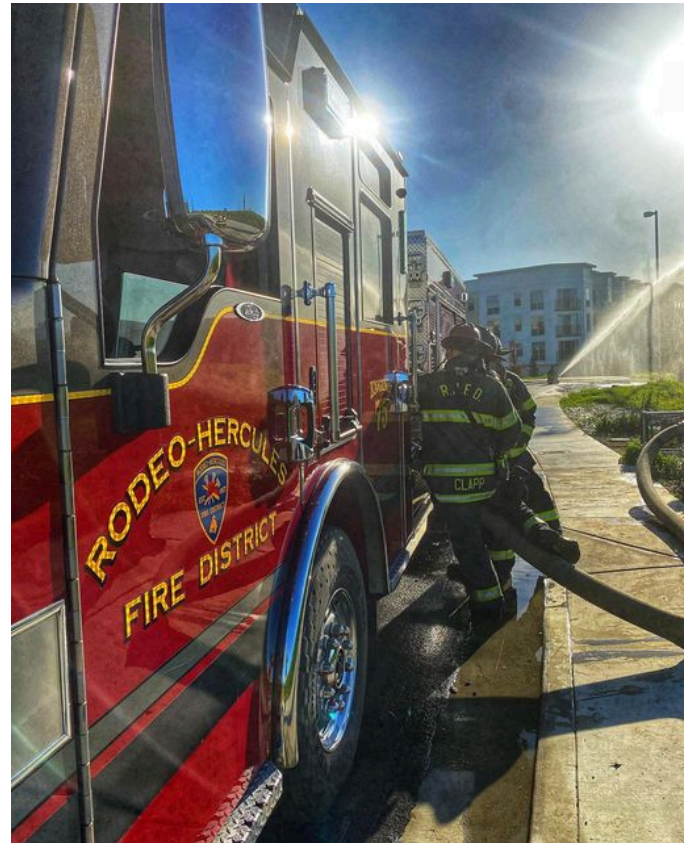
Type	Incidents	Percentage (%)
Medical	2,214	75.33%
Alarm	205	6.98%
Vehicle Accident	148	5.04%
Assist/Service	128	4.36%
Hazardous Cond./Hazmat	109	3.71%
Fire - Other	62	2.11%
Rescue	39	1.33%
Fire - Structure	22	0.75%
Fire - Vegetation	12	0.41%
Total	2,939	100.00%



TRAINING



Active Shooter Drill with Hercules Police Dept.



Driver/Operator Training



Oil Fire School in Texas



Live Fire Training Burn



Annual Hose Testing

6,993

2023 TRAINING HOURS

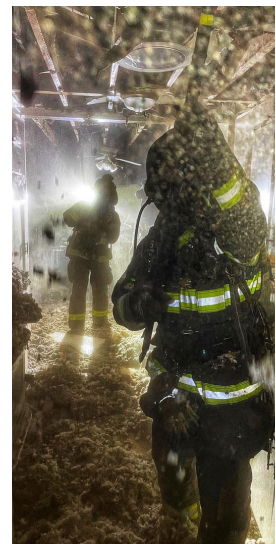
RHFD25

DISTRICT HISTORY

And Where We Are Today

The Rodeo Fire District was formed on February 26, 1937 as an independent special district. The district was established to provide fire protection services in the unincorporated community of Rodeo. In 1978, the City of Hercules was annexed into the fire district and our name was change to the Rodeo-Hercules Fire Protection District. The principal act that governs the district is the Fire Protection District Law of 1987. California Health and Safety Code §13800 gives specific enumerated powers to fire districts to provide fire protection, rescue, emergency medical, hazardous material responses, ambulance and any other services relating to the protection of lives and property.

The primary delivery of emergency response is by single-engine companies. Responses to more serious incidents include automatic and mutual aid units from neighboring agencies. The land area of our district includes the city of Hercules in the southwest, the community of Rodeo in the north, and other areas of unincorporated Contra Costa County to the east. The district has a boundary area of approximately 32 square miles which includes portions of San Pablo Bay. The district has a five-member governing body and board members are elected at large to staggered four-year terms. Board meetings are held monthly. The district's staff consists of 18 paid professional firefighters supported by two chief officers, a part-time fire marshal, an administrative services officer and an administrative assistant.



5:08 PM
08/09/2024

Date	Num	Name	Memo	Account	Amount
07/01/2024	W4102379YG	American Messaging	July 2024	2110 · Communications	-40.74
07/01/2024	July2024	American River Benefit Administrators	July 2024	1060 · Group Insurance	-774.18
07/01/2024	21475388	Bay Alarm	75-07/01/24-09/30/24	2120 · Utilities	-180.75
07/01/2024	21449997	Bay Alarm	76-07/01/24-09/30/24	2120 · Utilities	-120.00
07/01/2024	11517	Bellwether Software, LLC	Purchase Request Software (annual license)	2310 · Professional/Specialized Servic	-3,334.00
07/01/2024	24639	IEDA INC	July 2024	2310 · Professional/Specialized Servic	-1,883.72
07/01/2024	259630	J.W. Enterprises	July 2024	2310 · Professional/Specialized Servic	-359.00
07/01/2024	14415	Precision IT Consulting	July 2024	2310 · Professional/Specialized Servic	-4,491.20
07/01/2024	July 2024	The Standard	July 2024	1060 · Group Insurance	-609.00
07/01/2024	21934	Townsend Public Affairs	July 2024	2310 · Professional/Specialized Servic	-5,000.00
07/01/2024	INV96838	Vector Solutions	Vector Scheduling	2310 · Professional/Specialized Servic	-2,012.00
07/01/2024	INV96810	Target Solutions	Vector Check IT	2310 · Professional/Specialized Servic	-1,200.00
07/01/2024	INV00175317	Zoll Data Systems	RMS Annual Maintenance	2100 · Office Expenses	-1,499.10
07/01/2024	0851-155198\351	Republic Services	75-July 2024	2120 · Utilities	-62.42
07/01/2024	0851-155192780	Republic Services	76-July 2024	2120 · Utilities	-155.92
07/01/2024	20250044	East Bay Regional Communications System A	Operations FY24/25	2110 · Communications	-15,252.00
07/01/2024	20250044	East Bay Regional Communications System A	Service FY24/25	2110 · Communications	-7,380.00
07/03/2024	8568	Anaconda Networks	Mobile Wi-Fi Router	2270 · Repairs & Services of Equipment	-1,965.90
07/05/2024	INV841829	LN Curtis & Sons	Wildland hose pack	2474 · Firefighting Supplies	-622.68
07/12/2024	85413489	Bound Tree	Medical Supplies	2140 · Medical Supplies	-1,589.49
07/12/2024	265700240	Orkin	76- Monthly Service	2310 · Professional/Specialized Servic	-150.00
07/15/2024	85415174	Bound Tree	Medical Supplies	2140 · Medical Supplies	-15.95
07/15/2024	22351919	McKesson Medical	Medical Supplies	2140 · Medical Supplies	-94.92
07/16/2024	22353255	McKesson Medical	Medical Supplies	2140 · Medical Supplies	-194.71
07/17/2024	2024101	Fire Stats, LLC	Misc. Tasks Related to Reporting	2310 · Professional/Specialized Servic	-1,187.50
07/17/2024	2024101	Fire Stats, LLC	Conduct Survey re District Disposition	2310 · Professional/Specialized Servic	-2,000.00
07/18/2024	INV00385633	Boot Barn	Boots	2474 · Firefighting Supplies	-350.00
07/22/2024	829854	Napa Valley Petroleum	Fuel	2272 · Central Garage Gas/Oil	-1,473.13

AGENDA ITEM 7E

07/24/2024 0088074	Rodeo Autotech	2017 Chevy Tahoe Repairs	2271 · Central Garage Maintenance	-1,120.16
07/25/2024 75-25344-JULy	EBMUD	75-05/21/24-07/23/24	2120 · Utilities	-226.67
07/26/2024 408		Estimated Secured Property Tax Apportionment	9010-01 · Secured Property Tax	5,865,888.74
07/29/2024 75-538431JULY	EBMUD	75-05/21/24-07/23/24	2120 · Utilities	-350.09
07/31/2024 RDO 24-6	M.E.D. Enterprises, Inc	July 2024	2310 · Professional/Specialized Servic	-7,685.00

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

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

FROM: Rebecca Ramirez, Interim Fire Chief

DATE: August 14, 2024

SUBJECT: Independent Audit Services Scope of Work and Agreement for FY2023-24

BACKGROUND / DISCUSSION

At the June 12, 2024 regular board meeting, the Board tabled the item addressing a possible request for proposal process for audit and legal services. Staff brings this item to the Board in order to move forward with preparation of the audit for FY2023-2024.

The District has worked with Harshwal & Company, LLP for the last seven years. Staff finds Harshwal to be accurate, helpful, knowledgeable and responsive. The most recent contract for services expired with the completion of the Audit for FY2022-2023.

FISCAL IMPACT

Fees for the FY2023-2024 Audit are \$21,835. \$19,848 was placed in the Preliminary Budget. Should the Board adopt the Resolution, the amount will be adjusted for the Final Budget.

RECCOMENDATION

Staff recommends the Board approve the Audit Engagement Agreement for independent audit services from Harshwal & Company, LLP for fiscal year 2023-2024, for an additional year.

ATTACHMENTS

1. Audit Engagement Agreement
2. Resolution 2024-19



July 12, 2024

To the Board of Directors
Rodeo Hercules Fire Protection District
1680 Refugio Valley Road
Hercules, California 94019

We are pleased to confirm our understanding of the services we are to provide for Rodeo Hercules Fire Protection District (the District) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison schedules, to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules.
3. Schedule of Proportionate Share of the Net Pension Liability and Related Ratios
4. Schedule of Pension Contributions
5. Schedule of Changes in the Net OPEB Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements.

Rodeo Hercules Fire Protection District**Page 4 of 9**

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company, LLP is not responsible for "sanitizing" or "scrubbing" its work papers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or accessed by third parties.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Rodeo Hercules Fire Protection District**Page 5 of 9**

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Subpoena and Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company, LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Board of Directors; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Rodeo Hercules Fire Protection District**Page 6 of 9**

The audit documentation for this engagement is the property of Harshwal & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company, LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the District's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services. Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, excluding expenses, would be \$21,835 for the year ended June 30, 2024. If there were significant changes to Rodeo Hercules Fire Protection District's operations or the scope of work related to the financial statements, we will discuss with you additional time and fees that may be incurred.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the District's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

Rodeo Hercules Fire Protection District**Page 7 of 9**

Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your organization, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues.

Also, if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The District acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Rodeo Hercules Fire Protection District**Page 8 of 9**

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained.

While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon the District having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

1. Submitting trial balances and general ledger to us in an electronic format.
2. Completing all steps and sending us copies of the requested information on the audit preparation letter, which we will provide.
3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

Reporting

We will issue a written report upon completion of our audit of Rodeo Hercules Fire Protection District's financial statements. Our report will be addressed to Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

Rodeo Hercules Fire Protection District

The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harshwal & Company, LLP



Sanwar Harshwal
(Managing Partner)

RESPONSE:

This letter correctly sets forth the understanding of Rodeo Hercules Fire Protection District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION 2024-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH HARSHWAL & COMPANY, LLC FOR AUDITOR
SERVICES**

WHEREAS, on July 13, 2022, the Board of Directors approved a contract with Harshwal & Company, LLC to perform the District’s auditing services for fiscal years ending June 30, 2022 and June 30, 2023.

WHEREAS, the term of the Agreement has expired; and,

WHEREAS, District staff has reviewed Harshwal & Company LLC’s proposed Engagement Letter to extend the contract to perform the District’s auditing services for fiscal year ending June 30, 2024; and,

WHEREAS, the Board of Directors wishes to enter into an agreement with Harshwal to perform the audit for an amount not exceeding \$21,835.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Rodeo-Hercules Fire Protection District does hereby approve the Engagement Letter with Harshwal, attached hereto as “Exhibit A.”

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 14th day of August 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO HERCULES FIRE DISTRICT
FROM: David Stevens, CSG Consultants
DATE: 8/14/2024
SUBJECT: Exterior Hazard Weed Abatement Program Progress Report and Update

CSG Consultants staffing under the direction of Chief Ramirez developed and have begun implementation of an exterior hazard abatement and vegetation management program. CSG's field staff David Stevens and Chuck Coleman, work at the direction of George Apple, CSG Fire Services Vice President to improve weed abatement previously performed by Rodeo-Hercules Fire engine and truck company personnel, Battalion Chief's and Fire Chief's. No staff from Rodeo-Hercules FPD had been dedicated to weed abatement for over 10 years, it was an accessory responsibility that had been primarily complaint based.

Over the years, the community vegetation management had declined and needed support. Above average rainfall over the last two years increased the height and density of annual grasses; this following thirteen years of drought which produced tremendous tree kill of pine trees being impacted by bark beetle infestation and stressed invasive eucalyptus trees which are prone to fire and require significant maintenance within 100 feet of structures to reduce wildfire hazards. As we endeavor to step back into proactive weed abatement, some of the challenges faced are complaint investigation, identifying and verifying hazards, identifying property ownership, developing and tracking the status of properties, notice levels (1st, final), helping guide residents who have qualifying conditions to apply for alternative funding including:

- Community Chipping Day (Start FireWise USA community)
- Vegetation Management and Fuel Reduction
- Removal of Dead Trees
- Low-Income Hazard Reduction
- Home Hardening Outreach
-

Staff have identified a high number of non-compliant properties, both developed and undeveloped, small to large parcels including Homeowners Associations (HOA's) and City of Hercules owned properties which collectively present a significant wildland-urban interface threat.

With a focus on public education and voluntary compliance, we continue to work to identify areas where we can incrementally decrease the risk of wildfire and access methods for alternative funding.

PROGRAM EDUCATION

Historically non-compliant

For the exterior hazard abatement season 2023, ten (10) properties were identified as seasonal and recurrent. Those properties were inspected first, and eight (8) were found to be non-compliant with the district standards. Door hangers were distributed at each location with an occupied structure. Within seven (7) days reinspection's were conducted, and as needed first notices were issued. Three (3) properties remain outstanding, and we continue to work with the property owners to seek opportunities for improvement as new information and resources are identified.

Education and Raising Awareness

Once the historically non-compliant properties were reviewed and addressed according to the District Standards, staff began working on new complaints and gaining a better understanding of the vegetation management issue for 2024.

Engine & Truck Company Community Engagement

Area familiarization was provided by Captain Jack Clapp with CSG staff. Higher hazard areas were assessed, historical conditions were discussed, and areas of inspection were assigned.

The community education and door hanger effort resulted in each Captain promptly completing the assigned streets and communicating the findings which resulted in thirty-eight (38) follow-up inspections. The engine and truck personnel's engagement with educating the public was recognized and appreciated by the residents they contacted. As of August 5, twenty-nine (29) of those properties have been abated. These efforts provided tremendous community gains through these proactive measures.

NOTICING

Complaints

We have received 181 complaints, 82 of those properties have been abated. Twenty (22) properties have reached out to the district seeking an extension to abate, all of which have been granted extensions.

Unresolved Complaints

Twenty-four properties are outstanding non-compliant. We continue to work with properties owners to bring these parties into compliance, identifying and sharing resources to help meet their needs.

Complaints Requesting Assistance

Twelve property owners have reached out to the district and asked for assistance due to financial need, advanced population, and disabilities. We continue to seek opportunities to support the community.

In total, the fire district sent 123 1st notices to property owners and 19 final notices in 2024.

Measuring Success & Progress

- Firewise USA – Several neighborhoods have tentatively agreed to starting Firewise Communities
- Contra Costa Wildfire Mitigation – (2) Dead tree program and Low-Income applications submitted and under review.
- West Contra Costa Unified School District – developing a plan to address dead trees at multiple campuses
- Phillips 66 Refinery – Reviewed open space property behind Violet, Lilac, Bellflower, Hollyhock; fire trails are improved. Need to develop a plan to improve area between 319 Violet to 142 Hollyhock, fire trail does not connect through this area.
- City of Hercules – numerous dead vertical and down trees have been abated at the intersection of Palm & Sycamore Ave, goats continue to make progress by grazing down annual grasses. The City is fully committed to meeting the District’s weed abatement standards and working collaboratively with staff to obtain grants and identify other funding sources to further abate fire hazards on City-owned property and the larger City as a whole.
- Contra Costa County – Flood Control – making progress the goats started, and several large dead trees remain on multiple sites, we are working with management to develop a plan.
- 121 Diamond – unoccupied residence, working with property owner and representatives to correct.
- Rodeo Citizens Association – project submitted to Contra Costa Wildfire Mitigation with pictures of the fuels project, parcel maps, assets at risk. If approved, this will improve wildfire safety to thirty-seven (37) occupied properties.

RECOMMENDATIONS

Staff seeks board direction and input on the following:

1. Staff recommends utilizing the 2024 weed abatement season as an educational year, with a focus on incremental compliancy, having very limited or no forceable abatement.
2. In accordance with the weed abatement plan, staff recommends conducting a public hearing on September 11, 2024, for nuisance seasonal and recurrent properties identified in 2024. Property owners can protest why a property should not be listed in the exhibit at that hearing.
3. Staff recommend continuing to explore a contract for abatement should the need arise.

Attachments:

1. Presentation Program Overview

Exterior Hazard Abatement Program Report & Update

Presented by

David Stevens, CSG Consultants

Rodeo-Hercules Fire Protection District · August 14 Board Meeting

Program Findings

Past 10 years

- ▶ Program was reactive and complaint driven
- ▶ Limited community education
- ▶ Limited staff and resources
- ▶ Community generally unaware of fire district standards for abatement

2024 Proactive Implementation

- ▶ Weed abatement plan adopted
- ▶ Evaluate historically non-compliant properties
- ▶ Education & Awareness
- ▶ Engine & Truck Company Community Engagement
- ▶ Identification, inspections, and noticing
 - ▶ Residential
 - ▶ Commercial
 - ▶ Developed & Undeveloped

Historically Non-Compliant Properties



Identify properties



Communicate
compliance needs



Door hanger - Develop
relationships to
improve community
wildfire safety

Education & Raising Awareness



Proactively seeking out non-compliant properties and door knocking



Assigning Engine & Truck Company personnel to conduct educational awareness campaign using door hangers.
38 properties identified;
29 now abated



Staff met with property owners to identify hazards & share district minimum standards

Noticing

Complaints

- ▶ Fire District received **181** complaints
- ▶ **82** now abated
- ▶ **22** properties requested extensions
- ▶ **123** 1st Notices
- ▶ **19** Final Notices

Unresolved Complaints

- ▶ **24** properties outstanding non-compliant
 - ▶ No historical follow-up
 - ▶ Unoccupied parcels
 - ▶ Not aware of, or unclear property boundary
 - ▶ Unaware of requirements
 - ▶ Changes of ownership
 - ▶ Fiscal or physical challenges

Complaints Requesting Assistance

- 12 property owners communicated
 - Financial need
 - Advanced population
 - Disabilities



Measuring Success & Progress

- ▶ Neighborhoods pursuing FireWise USA
- ▶ Contra Costa Wildfire Mitigation Program
 - ▶ Low Income applicants
 - ▶ Dead Tree applicants
 - ▶ 7th Street Project - Rodeo Citizens Association
- ▶ West Contra Costa School District - developing plan to address dead trees
- ▶ Phillips 66 - partnering to develop a plan to improve fire trails
- ▶ City of Hercules - abated numerous dead trees, plan for compliancy



Recommendation

- ▶ Recommendation for 2024: educational year
- ▶ Public hearing for seasonal and recurrent nuisance properties: September 11, 2024 (non-punitive)
- ▶ Consider future contract for abatement

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: August 14, 2024

SUBJECT: First Amendment to Fire Prevention Services Agreement CSG Consulting

BACKGROUND:

To supplement the part time Fire Prevention staff and to become more consistent with inspections and mandated reporting, provide proactive weed abatement, increase capacity and resilience, and better serve the community, the Board of Directors approved an agreement with CGS Consultants for fire prevention services on August 10, 2023 (attachment 1) thus supplementing fire prevention services through an outsourced contract for service.

With the pending retirement of Bill Lellis, who has professionally and admirably served the district with dedication for decades, the void in fire prevention services will need to be back filled if services are to be continued. CSG is well positioned and capable of providing professional level Deputy Fire Marshal services to fill the void in prevention services.

During their first year (with assistance from present staff) CSG has been providing a wide array of fire prevention services including updating of fire prevention fees, weed abatement plan development, coordination, and implementation, business inspections, mandated reporting, plan review, records management and billing software and instruction to crews. The excellent service that CSG has provided has begun to make a positive impact on the safety of our community in ways that are not yet fully realized and are still at the beginning stages. The 12-month agreement with CSG expired on August 10, 2024, and staff requests a one-year extension with the new fee structure and an updated “not to exceed” amount.

The weed abatement work that has been initiated has been significant and is just scratching the surface. The team are discovering the magnitude of the work before them which has exceeded expectations as over 100 weed abatement notices have already been issued prompting extensive outreach and follow up. In order to continue this effort and backfill for retiring prevention staff, staff requests the do not exceed amount to be increased from \$100,000 to \$140,000 annually.

PROPOSED AGREEMENT

Under the proposed first amendment to the agreement (attachment 2), CSG Consultants will work cooperatively with RHFD to provide fire prevention services as outlined. The fees are based on actual services rendered and do not require a monthly or annual minimum usage. The agreement can be canceled at any time by the District with a 30-day notice. The proposed agreement provides the District with the option to extend the agreement for additional one-year periods. Staff would seek further Board authority before either extending or terminating services.

RECOMMENDATION:

Staff respectfully requests the Board of Directors adopt attached resolution 2024-20 (Attachment 3) authorizing the Fire Chief to amend the current one-year agreement with CSG Consultants, Inc. (CSG) for fire prevention services for an additional year and to increase the do not exceed amount to \$140,000.

Attachments:

1. CSG Contract original
2. CSG First Amendment to the Agreement
3. Resolution 2024-20

**AGREEMENT BETWEEN THE RODEO-HERCULES FIRE
PROTECTION DISTRICT AND
CSG CONSULTANTS FOR FIRE PREVENTION BUREAU SERVICES**

This Agreement is made and entered into effective on August 10th, 2023, by and between the Rodeo-Hercules Fire Protection District, a California special district, (hereinafter referred to as “District”) and CSG Consulting (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, District desires to obtain consultant services from a qualified consultant to provide fire code compliance, enforcement and inspection services.

WHEREAS, CONSULTANT warrants that it is specially trained, experienced, expert, and competent to perform such services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of District, services as requested by District as specifically set forth in Exhibit “A”, which is attached hereto and hereafter referred as “Fire Prevention Services.”
2. Term of Agreement. This Agreement shall be effective from August 10, 2023 to August 10, 2024, subject to any earlier termination in accordance with this Agreement. Thereafter, this agreement may be extended annually by mutual agreement of District and CONSULTANT pursuant to annual program budget as approved by the District’s Board of Directors.
3. Compensation. CONSULTANT’S maximum amount of compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be as follows: shall be at the rate and schedules attached hereto as Exhibit “B”, which are on a time and material basis and NOT TO EXCEED \$100,000.00 annually.
4. Termination.
 - (a) This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the District upon written notice to the CONSULTANT upon thirty (30) day’s written notice. CONSULTANT may terminate this Agreement upon 60 days’ written notice.

(b) If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, District may terminate this Agreement immediately upon written notice.

(c) Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the District, become its sole property and shall, at Consultant's expense, be delivered to the District or to any party it may so designate.

(d) In the event termination is without cause, Consultant shall be entitled to any compensation owing it hereunder up to the time of such termination, it being understood that any payments are full compensation for undisputed services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for undisputed work in progress at the time of termination. Notice of termination shall be mailed as follows:

To the District: Rodeo-Hercules Fire Protection District
Attn: Fire Chief
1680 Refugio Valley Road
Hercules, CA 94547

To the Consultant:

CSG Consulting, Inc.
Attn: Cyrus Kianpour, President
550 Pilgrim Drive
Foster City, CA 94404
Email: Contracts@csgengr.com

cc:
CSG Consulting, Inc.
Attn: George Apple
550 Pilgrim Drive
Foster City, CA 94404

5. Indemnification. To the furthest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend, District and each of its elected and appointed officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorney's fees and costs arising out of the performance of the work described in this Agreement, caused in whole or in part by the negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, or damages arising from District's sole negligence or willful acts.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by Fire Chief or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by District that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to District. Any failure to maintain the required insurance shall be sufficient cause for District to terminate this Agreement. No action taken by District pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase “fail to maintain any required insurance” shall include, without limitation, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.
8. Independent Contractor. In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of District for any purpose. District shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, District shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.
9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party’s address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.
10. Assignment. This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the Fire Chief or her designee.
11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and District, and with all applicable regulations promulgated by federal,

state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Contra Costa County, California.
14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.


- 21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary n this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

RODEO-HERCULES FIRE
 PROTECTION DISTRICT
 A special District

CSG, CONSULTING

DocuSigned by:

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(Signature)
 Rebecca Ramirez, Interim Fire Chief

(Signature)
 Cyrus Kianpour, President

Dated: August ¹⁰, 2023

Dated: August ¹⁴, 2023

ATTEST:

DocuSigned by:

 653390444FEA4D6...

Kimberly Corcoran, Board Clerk

Dated: August ¹⁰, 2023

APPROVED AS TO FORM:

Richard D. Pio Roda, District Counsel

Dated: August ___, 2023

Exhibit 'A'

SCOPE OF SERVICES

See Attached Proposal, page 2.

Exhibit 'B'

FEE SCHEDULE**FEE SCHEDULE**

CSG's hourly rates for proposed work is provided in the table below.

REVIEW TYPE / ROLE	HOURLY RATE
Fire Prevention Plan Review (Fire Prevention Specialist)	\$135
Senior Fire Inspector	\$135
Fire Inspector	\$120
Fire Marshal	\$175
Expedited Fire Plan Review	1.5 x Hourly Rate

All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the Department prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

Exhibit 'C'

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The District, its elected and appointed officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage For any claims related to this contract, the CONSULTANT's insurance coverage shall be primary insurance as respects the District, its elected and appointed officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation CONSULTANT hereby grants to District a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the District by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage CONSULTANT shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that District is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

FIRST AMENDMENT TO AGREEMENT
BETWEEN RODEO-HERCULES FIRE PROTECTION DISTRICT
AND CSG CONSULTANTS FOR FIRE PREVENTION SERVICES

THIS FIRST AMENDMENT to the AGREEMENT (“First Amendment”) is made this ____ day of _____, 2024 (“Effective Date”) by and between the Rodeo Hercules Fire Protection District, (hereinafter called “District”) and CSG Consultants (hereinafter called “Consultant” or “CSG”), hereinafter collectively called “Parties”.

WHEREAS, the District and Consultant entered into a Consulting Services Agreement on the 10th of August, 2023 (the “Agreement”) to provide fire prevention services including but not limited to provide fire code compliance, enforcement, inspection, plan review, weed abatement, and Fire Marshal services.

WHEREAS, Section 2 of the Agreement provides that the term of the Agreement shall be effective from August 10, 2023, to August 10, 2024. The term may be extended annually by mutual agreement of the Parties as approved by the District’s Board of Directors.

WHEREAS, Section 3 of the original Agreement provides that Consultant’s maximum amount of compensation for satisfactory performance of all services under the Agreement shall be not exceed \$100,000 annually, on a time and material basis, pursuant to the fee structure provided for in Exhibit “B” to the Agreement.

WHEREAS, the Parties now desire to enter into this First Amendment to extend the term of the Agreement for a period of twelve (12) months, amend the fee structure, and amend the total compensation provided for under the Agreement.

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

SECTION 1. Section 2 “Term of the Agreement” is amended to extend the term of the agreement by an additional twelve (12) months such that the Agreement now expires on August 10, 2025.

SECTION 2. The fees structure and schedule at Section 3 “Compensation” of the Agreement, Exhibit “B” is amended as attached hereto as Exhibit “A”. Furthermore, the total compensation of the Agreement is amended to add an additional \$40,000 such that the total compensation is the amount “Not To Exceed” \$140,000.

SECTION 3. Except as modified and amended by this First Amendment to the Agreement, all other provisions of the Agreement shall remain unchanged and in full force and effect.

SECTION 4. This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

Rodeo-Hercules Fire Protection District

CSG Consultants

Rebecca Ramirez
Fire Chief

Cyrus Kianpour,
President



Exhibit A Fee Schedule

Effective September 01, 2024

CSG Consultants' hourly rates for its current contract, as well as adjusted rates for the coming year are provided in the table below.

REVIEW TYPE / ROLE	CURRENT ALL INCLUSIVE FEE / HOURLY RATE	09/01/2024 - 08/31/2025 ALL INCLUSIVE FEE / HOURLY RATE
Fire Inspector	\$120	\$124
Fire Marshal	\$175	\$181
Fire Plan Review	\$135	\$139
Senior Fire Inspector	\$135	\$139
Overtime	1.5 x Hourly Rate	1.5 x Hourly Rate

Terms

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On each anniversary of the contract start date, CSG will initiate a rate increase based on the change in CPI for the applicable region. CSG will invoice on a monthly basis for services rendered during the prior month. Unless otherwise agreed, payment terms are 30- days from receipt of invoice.

RESOLUTION 2024-20**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE PROTECTION DISTRICT APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DISTRICT AND CSG CONSULTANTS, FOR FIRE INSPECTION, PLAN REVIEW, AND PREVENTION SERVICES**

WHEREAS, the District and CSG Consultants (“Consultant”) entered into a Consulting Services Agreement on the 10th of August, 2023 (the “Agreement”) to provide fire prevention services including but not limited to provide fire code compliance, enforcement, inspection, plan review and weed abatement services; and

WHEREAS, the term of the Agreement expires on August 10, 2024; and

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to continue to supplement present fire inspection and plan review, weed abatement, and general fire prevention services under the terms of the Agreement with Consultant; and

WHEREAS, the District and Consultant now desire to enter into a First Amendment to extend the term of the Agreement for a period of 12 months, amend the fee structure, and amend the total compensation provided for under the Agreement.

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

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

1. That the consulting services agreement ("Agreement") with CSG Consulting, Inc. to provide fire prevention services including but not limited to fire code compliance, enforcement, inspection, plan review, weed abatement, and fire marshal administrative level services shall be amended to increase the maximum amount of compensation, an additional \$40,000 for a new total maximum amount of compensation not to exceed \$140,000, the term of the Agreement is extended by an additional twelve (12) months, such that the Agreement now expires on August 10, 2025, and the fee structure and schedule is amended as provided for in the First Amendment attached here as Exhibit A.
2. The District Board of Directors hereby authorizes the Fire Chief to execute the First Amendment attached here as Exhibit A, and to take any and all actions necessary to carry out the purpose and intent of this resolution.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause,

and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 14th day of August 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

TO: BOARD OF DIRECTORS, RODEO-HERCULES FIRE PROTECTION DISTRICT

FROM: RICHARD D. PIO RODA, DISTRICT COUNSEL

BY: JULIET E. VAUGHN, ASSOCIATE

DATE: AUGUST 14, 2024

RE: AUTHORIZATION OF DISTRICT TO ELECT TO BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND ADOPTION OF THE RODEO HERCULES FIRE PROTECTION DISTRICT PROCUREMENT POLICY

I. RECOMMENDATION

Staff recommends the Board adopt:

- 1) A resolution electing to become subject to the California Uniform Public Construction Cost Accounting Procedure and adopting a Rodeo Hercules Fire Protection District Procurement Policy

II. ANALYSIS

The Rodeo Hercules Fire Protection District (District) enters into contracts and makes a variety of purchases for purposes of administering fire services, procuring and maintaining facilities and equipment, and other functions.

Section 20810 et seq. of the California Public Contract Code (PCC) requires that all contracts for the construction or completion of any building, structure, or improvement when the expenditure required for the work exceeds ten thousand dollars (\$10,000) must be contracted for and let to the lowest responsible bidder after notice. The Uniform Public Construction Cost Accounting Act (Act) was created in 1983 as an alternative bidding procedure to PCC Section 20810 and is designed to reduce costs, expedite the award process, reduce inefficiencies, and to streamline the administration of smaller public construction projects. The Act is found at PCC Sections 22000 through 22045.

Effective January 1, 2019, the Act provides for the following alternative bidding procedures when an agency performs public projects:

- a) Public projects of \$60,000 or less may be performed by employees of a public agency by force account, by negotiated contract, or by purchase order;

- b) Public projects of \$200,000 or less may be let to contract by the informal bidding procedures set forth in the Act;
- c) Public projects of more than \$200,000 must be contracted by formal bidding procedures.

Because of the cost of staff time required to develop plans, specifications, and estimates necessary to solicit bids, perform advertising, and award a publicly bid project can often become expensive, the District is seeking authority to elect to become subject to the alternative bidding procedures authorized under the Act. While using the alternative bidding procedures will not eliminate all costs associated with public bidding, it can greatly reduce costs by providing simpler and more reasonable procedures. Small and moderate sized dollar-amount projects would be procured through streamlined, informal procedures. Larger dollar-mounted projects would continue to be procured through formal bidding procedures.

A resolution by the applicant's governing body is required to elect to become subject to the Act and the California Uniform Construction Cost Accounting Commission's Cost Accounting Policies and Procedures Manual.

The Act requires that a public agency adopt informal bidding procedures. If the Board adopts the resolution, staff will bring to a subsequent Board meeting an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to PCC Sec. 22032(b). 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.

Throughout California, over 900 public agencies have elected to become subject to the Act to take advantage of the benefits of streamlined procurement.

This report also recommends adoption of a procurement policy to establish policies and procedures for purchasing of all goods and services by the District, in addition to those policies enumerated in the Act. The proposed procurement policy authorized expenditures by staff without seeking Board approval in the following amounts:

- Fire Chief: Up to \$25,000
- Battalion Chief: Up to \$10,000
- Fire Captains and Administrative staff: Up to \$5,000

Additionally, the policy provides for the Fire Chief or their designee the use of up to \$50,000 in District funds in the case of an emergency without prior Board approval. These purchasing limits do not apply to expenditures, contracts, and purchases approved by the Board.

Economic Impact: None applicable.

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

Attachments:

1. Procurement Policy¹
2. Resolution 2024-21 electing to become subject to the Act and adopting Procurement Policy

¹ RHFD Policy Number and minor clerical and/or formatting adjustments may be made upon adoption

Rodeo Hercules Fire Protection District

Procurement Policy

I. Purpose and Scope

This Procurement Policy (“Policy”) for the Rodeo Hercules Fire Protection District (“District”) complies with applicable Federal, State, and local laws.

The purpose of this Policy is to ensure the District uses efficient and accountable sourcing and procurement practices that align with governmental accounting best practices. This policy applies to all goods and services purchased by the District.

II. Definitions

Bid means the process of obtaining quotes for the purchase of equipment, materials, supplies, and services when specifics are known

Emergency means an unforeseen circumstance in which an immediate purchase, service, or construction is necessary in order to avoid a substantial hazard to life, health, property, or an interruption to the operation of the District

Procurement as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance, (3) professional and consultant services, (4) Architectural and Engineering (A/E) services, (5) Social Services, and (6) other services.

Proposal means the process of obtaining quotes for the purchase of equipment, materials, supplies, and services when specifics are not known, or a solution is being sought.

Public Project- As defined by Cal. Public Contracting Code § 22002 (c), means any of the following: (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility. (2) painting or repainting of any publicly owned, leased or operated facility. (3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement or repair of dams, reservoirs, powerplants and electrical transmission lines of 230,000 volts and higher. It does not include “maintenance work” as that term is defined by Cal. Public Contracting Code § 22002 (d) – (e).

Lowest Responsible Bidder means the bidder whose responsive and responsible bid offers the best value to the District at the most competitive price

III. General Provisions

A. General

The District shall: provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the District; ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most

favorable prices available to the District; promote full and open competition in contracting; and assure that the District purchasing actions are in full compliance with applicable Federal standards, State, and local laws and regulations.

B. Application

This Policy applies to all procurement actions of the District. Nothing in this Policy shall prevent the District from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law.

C. Changes in Law and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

D. Public Access to Procurement Information

Most procurement information that is not proprietary is a matter of public records and shall be available to the public to the extent provided in the California Public Records Act (CPRA). Exemptions to the CPRA may be claimed when applicable.

IV. Procurement Planning

Planning is essential to managing the procurement function properly. Hence, the District will periodically review its record of prior purchases, as well as future needs to: find patterns of procurement actions that could be performed more efficiently or economically; maximize competition and competitive pricing among contracts and decrease the District's procurement costs; reduce the District's administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

V. Internal Controls

The Fire Chief shall have the authorization to spend up to \$25,000, if budgeted. The Battalion Chief is authorized to spend up to \$10,000, and Captains and administrative staff are authorized to spend up to \$5,000. Expenditures over the limits described in this section require approval from the Board. Regular and routine purchases that cumulatively exceed these amounts and have been approved by the Board within the budget are considered to have been approved and do not fall under the purchasing limits.

Although no specific purchasing requirements are established for contracts under this section, proposals should be solicited whenever practical.

Any expenditures made under this section must be properly documented in accordance with this Policy.

VI. Public Projects

A. The District shall comply with the State Labor Code and the California Public Contract Code (PCC) regarding the solicitation of and contracting for Public Projects.

1. For Public Projects at or below \$60,000, the project may be performed: 1) by employees of the District by force account; 2) by negotiated contract; or 3) by purchase order. Methods 2) and 3) require obtaining a reasonable number of written quotes (preferably three quotes) or should otherwise be purchased in the most prudent and economical way possible.
2. For Public Projects above \$60,000 but below \$200,000, the contract shall be let in accordance with the Informal Bid Procedures below.
3. Public Projects above the amount provided in PCC Section 22032(b) shall be let to contract in accordance with the Formal Bid procedures below.

B. Informal Bid Procedures for Public Projects

1. Notice to contractors shall be provided in accordance with paragraph a or b below, or both.
 - a. The District shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the California Uniform Construction Cost Accounting Commission (CUCCAC). All contractors on the list for the category of work being bid shall be mailed, faxed or e-mailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this section shall be completed not less than 10 calendar days before bids are due.
 - b. The District may elect to mail, fax, or email a notice inviting informal bids to the appropriate construction trade journals specified for the District in PCC Section 22036. The notice inviting informal bids may also be published in a newspaper of general circulation and on the District's website.
2. The notice inviting informal shall 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.
3. If a contract is awarded, it will be awarded to the lowest and responsible bidder.
4. The District shall have the right to reject any or all of the bids received.

C. Formal Bid Procedures for Public Projects

1. In accordance with PCC Section 22037, a notice inviting formal bids shall be published in a newspaper of general circulation, printed and published, at least 14 calendar days before the date of opening the bids. Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice inviting formal bids shall also be electronically mailed to all appropriate construction trade journals specified in PCC Section 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids. Additionally, the District may give such other notice as it deems appropriate such as, but not limited to, posting to the District's website.
2. All bids shall be presented under sealed cover. If awarded, a contract will be let to the responsible bidder who submits the lowest responsive bid. If equal low bids are received from responsible bidders, the District has determined that the award will be made to the winner of a single coin flip.

3. The District shall have the right to reject any or all of the bids received.

VII. Cost and Price Analysis

The District shall require assurance that before entering into a contract, the price is reasonable and in accordance with the following instructions.

A. Independent Cost Estimate

For all purchases above \$60,000, the District shall prepare an Independent Cost Estimate prior to solicitation. The level of details shall be commensurate with the cost and completeness of the items or services to be purchased.

B. Purchases under \$60,000

No formal cost or price analysis is required. Rather, the execution of a contract by the Fire Chief (through a purchase order or other means) shall serve as Fire Chief's determination that the price obtained is reasonable, which may be based on Fire Chief's prior experience or other factors.

C. Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. When sufficient bids are not received and when the bid received is substantially more than the Independent Cost Estimate, and where the District cannot reasonably determine price reasonableness, the District must conduct a cost analysis, to ensure the price paid is reasonable.

D. Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. When sufficient bids are not received, the District must compare the price with the Independent Cost Estimate. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the Independent Cost Estimate, the District must conduct a cost analysis to ensure the price paid is reasonable.

VIII. Emergencies

A. At Board Meeting

In the case of an emergency, the Board may adopt by resolution or motion and by a majority vote of all members of the Board, to take any direct related and immediate action required by that emergency, and procure necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

Before the Board takes any action pursuant to this section, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay for the purposes of a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

If the Fire Chief or Fire Chief's designee orders any action specified in this section, that person shall report to the Board at its next meeting the reasons justifying why the emergency will not permit a delay resulting from competitive solicitation for bids and why the action is necessary to respond to the emergency.

B. Extraordinary Circumstances

Additionally, the Fire Chief or their designee is authorized to engage in procurement in an emergency in an amount not to exceed \$50,000 with the approval of the Board chair where the emergency is so extreme that immediate action is needed. The Fire Chief or their designee shall report on the emergency procurement, its amount, and the reasons necessitating the emergency procurement at the next meeting of the Board.

IX. Solicitation and Advertising

A. Method of Solicitation

1. Purchases under \$200,000

Quotes may be solicited through e-mail, fax, or by any reasonable method.

2. Sealed Bids and Competitive Proposals

For purchases over \$200,000, solicitation must be done publicly. The District must use one or more of the following solicitation methods, provided that the method employed provides for meaningful competition.

- a. Advertising in newspapers, other print mediums of local or general circulations and the District website.
- b. Advertising in various trade journals or publications (for construction). For Public Projects, the notice inviting formal bids shall also be electronically mailed to all appropriate construction trade journals specified in PCC Section 22036.
- c. E-Procurement. The District may conduct its public procurements through the internet using an e-procurement system. However, all e-procurements must be in compliance with the District's Procurement Policy.

B. Time Frame

For purchases that exceed \$200,000, the public notice should run not less than once each week for two consecutive weeks.

C. Form

Notice/advertisements should state, at a minimum, the place, date, and time that the bids or proposals must be received by the District, the solicitation number, a contact who can provide a copy of and information about the solicitation, and a brief description of the needed item(s).

D. Time Period for Submission of Bids

A minimum of 30 days should generally be provided for the preparation and submission of sealed bids and 15 days for competitive proposals. However, the Fire Chief may allow for a shorter time period under extraordinary circumstances.

E. Cancellation of Solicitations

1. An IFB, RFP, or other solicitation may be cancelled before bids/offers are due without cause or if:
 - a. The supplies, services, or construction are no longer required;
 - b. The funds are no longer available;

- c. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
 - d. Other similar reasons.
2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected without cause, or if:
- a. The supplies or services (including construction) are no longer required;
 - b. Ambiguous or otherwise inadequate specifications were part of the solicitation;
 - c. All factors of significance to the District were not considered; and
 - d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - e. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
 - f. For good cause of a similar nature when it is in the best interest of the District.
3. The reasons for cancellation or rejection shall be documents in the procurement file and shall be provided upon request.
4. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
5. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or District's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Fire Chief may cancel the solicitation and either:
- a. Re-solicit using an RFP; or
 - b. Complete the procurement by using the competitive proposal method. The Fire Chief must determine, in writing, that such action is appropriate, must inform all bidders of the District's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.
6. If problems are found with the specifications, the District shall cancel the solicitation, revise the specifications, and resolicit using an IFB.

F. Credit (or Purchasing) Cards

When using credit cards, the District should adopt reasonable safeguards to assure that they are used only for intended purposes. Spending limits for credit cards shall match the spending authority of the credit card user, however, if the credit card does not authorize such an amount, the limit shall be what is allowed by the credit card company.

X. Contractor Qualifications and Duties

A. Contractor Responsibility.

The District shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

1. Have adequate financial resources to perform the contract, or ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

XI. Contract Pricing Arrangements

Any type of contract which is appropriate to the procurement and which will promote the best interest of the District may be used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the District.

XII. Contract Administration

The District shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. The system shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters.

XIII. Appeals and Remedies

A. General

It is District policy to resolve all contractual issues informally and without litigation. When appropriate, a mediator may be used to help resolve differences.

B. Appeal Procedure

The appeals procedure for solicitations/contracts shall be as follows:

1. **Bid Protest.** Only the second apparent low bidder to a District contract who actually submitted a bid may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest must be received within three calendar days after the opening of bids, or the protest will be considered untimely and not be considered. All bid protests shall be in writing, specifying in detail the grounds of the protest, and providing evidence and supporting documents. Protests are to be submitted to the Fire Chief or designee, who shall issue a written decision on the matter. The Fire Chief may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

2. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Fire Chief for a written decision. The contractor may request a conference on the claim. The Fire Chief's decision shall inform the contractor of its appeal rights to the next higher level of authority in the District.

XIV. Board Approval of Procurement Actions

Approval from the Board of Directors is not required unless stated in this Policy. All applicable procurement activities will be presented to the Board as appropriate. It is the responsibility of the Fire Chief to make sure that all procurement actions are conducted in accordance with the policies contained herein.

XV. Delegation of Contracting Authority

While the Fire Chief is responsible for ensuring that the District's procurements comply with this Policy, the Fire Chief may delegate all procurement authority as is necessary and appropriate to conduct business of the District. Delegations of procurement authority shall be made in writing, which may be in electronic form.

Further, in accordance with this delegation of authority, the Fire Chief may, where necessary, establish additional operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy. At no point shall any procedures created by the Fire Chief conflict with this Policy. If a conflict exists between this Policy and any procedures created by the Fire Chief, this Policy shall control.

XVI. Documentation

A. The District must maintain records sufficient to detail the significant history of each procurement action. These records may include, but shall not be limited to, the following:

1. Rationale for method of procurement (if not self-evident);
2. Rationale for contract pricing arrangement (if not self-evident);
3. Reason for accepting or rejecting the bids or offers;
4. Basis for contract price (if not self-evident);
5. A copy of the executed contract documents awarded or issued;
6. Basis for any contract modifications (if not self-evident);
7. Related contract administrative actions.

B. The level of documentation should be commensurate with the value of the procurement.

C. Records shall be maintained for a period of time consistent with the Rodeo Hercules Fire Protection District Records Retention Policy. Certain funding sources or projects may require longer retention periods.

XVII. Funding Availability

Before initiating any contract, the District shall ensure that there are sufficient funds available to cover the anticipated costs of the contract or contract modification.

RESOLUTION NO. 2024-21**RESOLUTION ELECTING UNDER CALIFORNIA PUBLIC CONTRACT CODE SECTION 22030 TO BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONTRACTION COST ACCOUNTING ACT PROCEDURES; AUTHORIZING THE FIRE CHIEF OR THEIR DESIGNEE TO NOTIFY THE STATE CONTROLLER OF THE ELECTION; AND APPROVAL OF THE RODEO HERCULES FIRE PROTECTION DISTRICT PROCUREMENT POLICY**

WHEREAS, the passage of California Assembly Bill No. 1666, Chapter 1054, of the States of 1983 established uniform cost accounting standards in the California Public Contracting Code (PCC) at Section 22000 et seq. known as the Uniform Public Construction Cost Accounting Act (Act); and

WHEREAS, in order to be subject to the Act and enjoy the increased thresholds for public projects, the PCC requires a resolution by the applicant's governing body to elect under PCC Section 22030 to become subject to the uniform construction cost accounting procedures and the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual*; and

WHEREAS, the Board of Directors of the Rodeo Hercules Fire Protection District desires to elect under PCC Section 22030 to become subject to the uniform construction cost accounting procedures and the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual*; and

WHEREAS, the Board of Directors also desires to adopt a procurement policy which includes the informal bidding procedures required under PCC Section 22034.

NOW, THEREFORE, the Board of Directors of the Rodeo Hercules Fire Protection District hereby resolves as follows:

Section 1. Rodeo Hercules Fire Protection District elects to be subject to the uniform public construction cost accounting procedures set forth in the Act.

Section 2. Rodeo Hercules Fire Protection District elects to be subject to the requirements of the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual*.

Section 3. The Fire Chief or their designee is hereby authorized and directed to notify the California State Controller in writing of the election to become subject to the uniform construction cost accounting procedures and the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual*.

Section 4. The Rodeo Hercules Fire Protection District Procurement Policy, attached as Exhibit A hereto and incorporated by this reference, is hereby adopted.

Section 5. The Fire Chief or their designee is hereby authorized to comply with the Procurement Policy for all future solicitations and contracts issued in the name of the Rodeo Hercules Fire Protection District.

Section 6. The Fire Chief or their designee is hereby authorized to subsequently amend the Procurement Policy to remain in compliance with Federal and State laws and regulations.

Section 7. The proposed actions are administrative and therefore not subject to the California Environmental Quality Act (CEQA).

Section 8. This Resolution takes effect upon its adoption.

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 14th day of August 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

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

FROM: Rebecca Ramirez, Interim Fire Chief

DATE: August 14, 2024

SUBJECT: Memorandum of Understanding Between Battalion Chief and the Rodeo-Hercules Fire Protection District

BACKGROUND

As an operational level leader, the Battalion Chief of the Rodeo-Hercules Fire Protection District plays an integral role in providing safety, oversight, and direction to their subordinate personnel. Collectively, the Battalion Chief and their assigned personnel respond to provide reliable emergency, rescue, and fire services to the residents and businesses within District boundaries. Additionally, the single Battalion Chief the District employs performs a wide array of administrative functions including acting as a liaison between the Fire Chief and line personnel, providing coordination and personnel oversight, and acting as the Fire Chief during their absence.

On June 30, 2024, the District's previous Memorandum of Understanding (MOU) with Battalion Chief expired. On June 10, 2024, after receiving direction and authority from the Board of Directors, the District's labor negotiations team, consisting of Gregory Ramirez of IEDA and Fire Chief Rebecca Ramirez, contacted the District's one and only Battalion Chief and began negotiations for an extension of the MOU. The team now returns to the Board with a final side letter extension of agreement.

Shown in Attachment 1 is the proposed Side letter of agreement between the District and the Battalion Chief. The proposed side letter of agreement seeks to extend the present agreement (attachment 2) for a term of 12 months (from 24 months to 36 months) beginning July 1, 2022, and ending on June 30, 2025.

FISCAL IMPACT

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

RECCOMENDATION

Staff recommends the Board adopt Resolution 2024-22 and the side letter of agreement between the Rodeo-Hercules Fire Protection District and Battalion Chief.

ATTACHMENTS

1. Side Letter of Agreement
2. Memorandum of Understanding Battalion Chief
3. Resolution 2024-22

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT
AND
BATTALION CHIEF**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the Rodeo-Hercules Fire Protection District, which hereinafter shall be referred to as "District," and the Battalion Chief, which hereinafter shall be referred to as "Association." The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions and employee relations of such employees.

This Memorandum of Understanding shall be presented to the Board of Directors as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2022 through June 30, 2024, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the Board of Directors and Association.

RECOGNITION

1.1 Employees are, for purposes of this section, those actively involved in the following classification: Battalion Chief

SALARIES AND BENEFITS

2.1 Salary

The monthly salary range effective as of June 30, 2022, shall be as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief	\$13,026	\$13,677	\$14,360	\$15,078	\$15,831

Effective July 1, 2022, the Battalion Chief classification shall receive the same general cost of living or equity increases as the Fire Captain classification.

2.2 EMT Incentive

All employees maintaining a minimum certification as an EMT-1 shall have an incentive of two percent (2%) per month rolled into base pay.

2.3 Longevity Pay.

Employees are eligible after twenty-five years of continuous service as follows:

After completing 25 years of continuous service with the District the eligible employee shall receive a five percent (5%) base wage additional pay benefit.

After completing 30 years of continuous service with the District the eligible employee shall receive an additional three percent (3%) base wage additional pay benefit for a total of eight percent (8%).

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

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

2.4 Uniform Allowance

The uniform allowance for Fire Battalion Chiefs is seventy-five dollars (\$75) per month.

2.5 Vehicle

The District will supply an automobile to Battalion Chief.

2.6 Education Incentive.

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

2.7 Pension Plan Benefits and Reimbursement

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

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

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

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

Effective October 1, 2013 employees shall be responsible to make their entire

employee retirement contribution.

2.8 Health Insurance

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

2.9 Retirement Medical

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

2.10 Additional Spouse Medical.

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

2.11 Dental Insurance.

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

2.12 Life Insurance.

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

2.13 Disability Insurance:

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

2.14 Salary Payments During Compensable Temporary Disability Absence.

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

- A. Compensable temporary disability absence for the purpose of this section is any absence due to a work connected disability which qualified for temporary disability compensation under the Workman's Compensation Law set forth in Division IV of the California Labor Code, provided that when any disability becomes permanent, the salary as provided herein shall terminate.
- B. The employee shall return to the Fire District all temporary disability payments received by him/her from the State Compensation Insurance Fund, or any other company or firm that may pay disability claims for a policy held and premiums paid for by the District.

(EXCEPTION: Employees may retain such payments from companies holding policies with premiums being paid by the District for the sole purpose and understanding that such retention of payments is the result of a bargained for benefit mutually agreed upon by the Association and the District.)
- C. No charge shall be made against sick leave or vacation time for such salary payments.
- D. The maximum period for the described salary continuation is one year from the date of the incurred temporary disability.
- E. Any request for temporary disability absence shall be supported by a doctor's report.
- F. A doctor's release is required prior to the employee returning to work.

HOLIDAYS

3.1 Holidays

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

LEAVES

4.1 Accrual of Sick Leave

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

- A. The District shall comply with the 1993 Family and Medical Leave Act and with all state and federal laws relating to pregnancy disability.

4.2 Paternity Leave

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

4.3 Military Leave.

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

4.4 Bereavement/Funeral Leave.

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

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

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

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

4.5 Administrative Leave.

Administrative Leave of seventy-two (72) hours per fiscal year, non-accumulative.

VACATION

5.1 Vacation Leave Accrual For Employees Hired Before September 1, 2011.

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

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

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

5.2 Vacation Buy Back.

It has been determined that the constructive receipt doctrine, codified in Section 451 of the Internal Revenue Code, affects payments made to employees pursuant to this provision related to vacation buy back. Under Treasury Regulation Section 1.451-2, employees who have the option of either accepting a cash payment for accrued vacation or using vacation accruals during a given year are to be treated as if the employee has actually received the cash that year – regardless of whether or not the employee has actually accepted a cash payment.

In order to comply with the IRS regulation:

- An employee may elect to cash out up to 1/3 of their hours of unused vacation leave accrued in the following tax year, to be paid in the second pay period in July or December. The cash out payment is taxable income and subject to all applicable withholding amounts and payroll deductions.
- The election shall be made by December 15th of each year and is irrevocable.
- If, after making an irrevocable election, an employee fails to accrue sufficient hours to satisfy their election, they will only be eligible to cash out up to the hours accrued in the tax year.

Employees who do not submit a cash out election by the annual deadline will be deemed to have waived the right to cash out any vacation leave in the following tax year and will not be eligible to cash out vacation leave in that year.

5.3 Vacation at Termination

Employees leaving the service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

LEAVES OF ABSENCES

6.1 Leave Without Pay.

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

PROBATION

7.1 Duration.

All appointments from official employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be for twelve months unless otherwise noted below.

7.2 Regular Appointment.

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

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

7.3 Extension.

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

7.4 Layoff During Probation.

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

LAYOFF NOTIFICATION

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

WORK SCHEDULE/OVERTIME

9.1 Workweek

The Battalion Chief's work schedule shall be commonly known as the 48/96 work schedule.

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

X = 24 hour on duty period

O = 24 hour off-duty period

XXOOOOXXOOOOXXOOOOXXOOOO

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

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

- Emergency activities require extended schedules

- Hold over for travel time
- Strike team assignment
- Other special or unique circumstances as determined by the Chief

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

9.2 Compensation Time Off

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

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

- All CTO requests must be in writing and approved, if possible, prior to the employee performing any qualifying assignment.
- CTO may be accrued to a maximum of one hundred forty-four (144) hours.
- Requests for CTO shall be in accordance with the RHFPD's VACATION GUIDELINES.
- CTO can only be taken in four (4) hour increments or more.
- CTO shall be accrued at a rate of time and one-half (1-1/2) the employee's base regular rate of pay.
- The same procedures applicable to vacation buy back in Section 5.2 shall apply to cash out of employee's accumulated CTO.

9.3 Strike Team Overtime Payment.

When employees respond on a Strike Team, any hours accumulated will be payable on the employee's next regularly scheduled pay period.

9.4 Strike Team Overtime Hours.

When recall is used to establish a strike team, or District coverage for a strike team response, the first hour will be considered recall pay. (Payable in May and November pay period). Any hours accumulated after the first hour will be considered overtime, payable on the next employee's regularly scheduled pay period.

9.5 FLSA Overtime Pay.

All FLSA overtime shall be paid monthly.

DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

10.1 Authority.

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

- A. Fraud in securing appointment.
- B. Incompetency, inefficiency, inexcusable neglect of duties or failure to perform duties.
- C. Insubordination.
- D. Dishonesty.
- E. Consumption of alcoholic beverage while on duty.
- F. Addiction to or excessive use of narcotics or habit-forming drugs.
- G. Absence without leave.
- H. Violation of District or Department rules and procedures.
- I. Misuse of District property or funds.
- J. Negligence or willful misconduct resulting in damage to public property or waste of public supplies.
- K. Failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- L. Discourteous or non-cooperative treatment of the public or other District personnel.
- M. Acceptance of gifts or gratuities for the performance of services, functions and duties for which employed by the District.
- N. Conviction of a misdemeanor involving moral turpitude, or any felony.
- O. Engaging in any employment, activity, or enterprise that is inconsistent, incompatible, in conflict with performance of services, functions and duties for which retained by the District, as described in Section IX-B of the Policies and Procedures Manual.
- P. Any other conduct which casts discredit upon the District.

10.2 Firefighter Bill of Rights Requirements.

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

- A. A statement of the action proposed to be taken.

- B. A copy of the charges, including the acts or omissions and grounds and all documents and materials upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has ten (10) calendar days to respond to the Fire Chief/Administrator either orally or in writing.

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

10.3 Leave Pending Employee Response.

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

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

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

10.5 Disciplinary Appeal Process.

An appeal with the Secretary of the Board shall be presented to the Board of Directors at its next regular meeting following such filing. The Board of Directors may, at its discretion, appoint an Administrative Hearing Officer to conduct the

hearing. Such hearings shall be conducted in accordance with applicable government Code provisions. If the Board determines that the appeal shall be heard by a Hearing Officer, it shall set the matter for hearing within thirty (30) days after the appeal has been presented to it. The Board hearing shall be conducted as prescribed below.

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

GRIEVANCE PROCEDURE

The District recognizes the need for communication and resolution of employee problems or complaints in a fair manner. The District's policy is to review and resolve such grievances at the lowest possible administrative level. A grievance is considered any complaint by an employee involving an alleged violation of the Memorandum of Understanding. The procedures for resolving employee grievances which do not involve disciplinary actions are described below. Disciplinary procedures are outlined in Section 10.

11.1 INFORMAL DISCUSSION.

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

11.2 FIRE CHIEF/ADMINISTRATOR REVIEW.

- A. If the grievance is not resolved by informal discussion, the employee must prepare a grievance memorandum which provides all relevant facts concerning the grievance, including:
 - 1. Policies involved.
 - 2. Date of Occurrence.
 - 3. Rules perceived to be violated.

- 4. Date of informal discussion with supervisor.
- 5. Result of informal discussion with supervisor.

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

- C. The Fire Chief's/Administrator's decision shall be final and binding on the parties.

- D. A representative of the employee's bargaining unit may represent any employee member of the bargaining unit at any time during the grievance process.

DURATION OF AGREEMENT

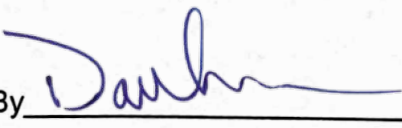
This Agreement shall continue in full force and effect from July 1, 2022, to and including June 30, 2024. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

In witness whereof, the parties hereto have set their hands this 10th day of August, 2022.

RODEO-HERCULES FIRE PROTECTION DISTRICT

ASSOCIATION

By 

By 

Date: 8/21/22

Date: 08/24/2022

2024 Side Letter of Agreement
Rodeo-Hercules Fire Protection District
and
Battalion Chief
Extension and General Wage Increase

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the Rodeo-Hercules Fire Protection District (hereinafter referred to as the “District”) and Battalion Chief (hereinafter referred to as the “Association”).

II. Background

The Parties are the signatories to a 2022-2024 Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for the Association. The terms set forth below amend and extend the existing MOU. The Parties agree as follows:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in full force and effect without change through the new term specified.

B. Preamble is hereby amended to read as follows:

...

This Memorandum of Understanding shall be presented to the Board of Directors as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2022 through June 30, ~~2024~~**2025**, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the Board of Directors and Association.

C. Section 2.1 Salary is hereby amended to read as follows:

~~The monthly salary range effective as of June 30, 2022, shall be as follows:~~

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief	\$13,026	\$13,677	\$14,360	\$15,078	\$15,831

~~Effective July 1, 2022, the Battalion Chief classification shall receive the same general cost of living or equity increases as the Fire Captain classification.~~

The monthly salary range effective as of July 1, 2024, shall be as follows:

<i>Classification</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
<i>Fire Battalion Chief</i>	<i>\$14,361.17</i>	<i>\$15,078.89</i>	<i>\$15,831.90</i>	<i>\$16,623.50</i>	<i>\$17,453.68</i>

2024 Side Letter of Agreement
Rodeo-Hercules Fire Protection District
and
Battalion Chief
Extension and General Wage Increase

D. Duration of Agreement is hereby amended to read as follows:

This Agreement shall continue in full force and effect from July 1, 2022, to and including June 30, ~~2024~~2025. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

IV. General Provisions

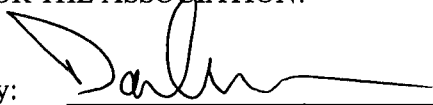
- A. This Side Letter of Agreement will take effect upon approval and adoption by the District Board at a regularly scheduled meeting.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties and represents each Party's obligation to meet and confer over terms and conditions of employment.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Directors on _____, 2024.

FOR RODEO-HERCULES FIRE PROTECTION DISTRICT:

By: _____
Rebecca Ramirez, Interim Fire Chief

FOR THE ASSOCIATION:

By:  _____
Darren Johnson

RESOLUTION 2024-22

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT ADOPTING THE SIDE LETTER OF
AGREEMENT BETWEEN RODEO-HERCULES FIRE PROTECTION DISTRICT
AND THE BATTALION CHIEF**

WHEREAS, the Memorandum of Understanding (“MOU”) between the Rodeo-Hercules Fire Protection District (“District”) and the Battalion Chief ended on June 30, 2024; and

WHEREAS, representatives of the District and the Battalion Chief have met and negotiated in good faith on the terms of a successor MOU; and

WHEREAS, the negotiated Side Letter of Agreement has been presented to the Board of Directors for final approval and adoption.

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

1. The Side Letter of Agreement between the District and the Battalion Chief for the period July 1, 2024 through June 30, 2025, attached hereto, is approved and adopted. The Fire Chief is authorized to sign the Side Letter of Agreement on behalf of the District.
2. Effective July 1, 2024, the updated Salary Schedule incorporated in the Side Letter of Agreement is adopted.

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

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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 14th day of August 2024, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Delano Doss, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT**MEMORANDUM**

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

FROM: Rebecca Ramirez, Interim Fire Chief

DATE: August 14, 2024

SUBJECT: Administrative Staff Cost of Living Salary Adjustment and Minute Order

BACKGROUND

The District employs two non-safety administrative personnel, one Administrative Assistant and one Administrative Services Officer. The administrative staff provide essential support to the Board of Directors, the Fire Chief, and all sworn and non-sworn personnel without which the fire department would be unable to carry fulfill its mission. Consistent Rodeo Hercules Fire Protection District Policy 5.A.12,13. Administrative Personnel Non – Safety (Administrative Assistant, Administrative Services Officer) will receive benefits as listed under Safety Personnel’s MOU. This adjustment has historically been memorialized in the form of a Minute Order (attachment 1) directly following execution or the Local 1230 MOU.

FISCAL IMPACT

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

RECCOMENDATION

Staff recommends the Board authorize the Chief to execute the Minute Order.

ATTACHMENTS

1. Minute Order

Minute Order

RODEO-HERCULES FIRE PROTECTION DISTRICT

Consistent with Rodeo Hercules Fire Protection District Policy 5.A.12,13. Administrative Personnel Safety – Management (Battalion Chief) and Administrative Personnel Non – Safety (Administrative Assistant, Administrative Services Officer) will receive benefits as listed under Safety Personnel’s MOU. Therefore, it was ordered by the District Board of Directors Regular Meeting on August 14, 2024, that effective July 1, 2024 following compensation modifications will be enforced:

July 1, 2024:

- The position of Administrative Assistant will receive a 5.0% salary increase.
- The position of Administrative Services Officer will receive a 5.0% salary increase.

Attest:

Rebecca Ramirez, Fire Chief
Rodeo Hercules Fire Protection District
Dated: August 14, 2024

Rodeo-Hercules Fire Protection District
MEMORANDUM

To: Board of Directors, Rodeo-Hercules Fire District
From: Rebecca Ramirez, Interim Fire Chief
Subject: Fire Chief's Report
Date: August 14, 2024

Labor Relations /Personnel

We congratulate newly hired Firefighter EMTP, Rylan Poole, who successfully completed his one-month orientation on July 25. Recruitment is underway for new FF EMT/EMTP. Outreach for new recruitment workshop held with numerous station visits from prospective candidates.

Reporting: Chief Ramirez

Operations

- In early July crews staffed E375 and deployed to the Shelley fire in Klamath National Forrest as part of a larger rainbow task force. The crew was subsequently re-deployed to the Hill Fire in Humbolt County. Battalion Chief Johnson also deployed as a Strike Team Leader to the Lake Fire in Santa Barbara. All crews have returned safely after their more than two weeklong deployments.
- Multiple small grassfires (less than an acre) occurred though out the month.
- 7/1: E75, Q76 and aid units responded to a structure fire on California in Rodeo. Exterior fire involved the gas meter and extended into garage. Fire was held to garage and portion of the roof.
- 7/4: Dozens of small vegetation fires in the district, predominately between 3:00 pm and 2:00 am.
- 7/16: Q-76, E-75 and E-73 responded to a two-vehicle accident on westbound I-80. Six patients were transported with minor to moderate injuries.
- 07/19: E75 and Q76 responded to a vehicle accident on westbound I-80 at Willow involving five passengers, four of which were transported to the hospital with minor injuries.
- 7/26: E-375 responded to the "Point Fire" in Bay Point as part of Strike Team 2025C. This was a 3rd alarm vegetation fire with structures threatened and evacuations occurring. Approximately 247 acres burned, evacuations occurred, ultimately no structures or lives were lost.

Reporting: Chief Ramirez

Training

- All crews assisted with month-long new firefighter orientation
- Battalion-wide wildland training with BC7
- CPR recertification
- Training on incident management tactics and strategies

Reporting: Chief Ramirez

Facilities/Equipment

Carpet replacement at both stations 75 and 76 are complete. Replacement roof at Station 76 completed, with many thanks to the City of Hercules. Sidewalk repair underway at station 76 also courtesy of the City of Hercules.

Reporting: Chief Ramirez

Fleet Management

Quint76 is currently at ALCO shop for annual maintenance including aerial ladder service and minor repairs and major foam pump repairs. Brush E375 was deployed out of the County when exhaust emissions and a turbo failure occurred. Issues were significant but resolved by incident ground support to keep E375 on assignment at significant cost savings. Both brush engines (E375 and E376) are back in service (with the exception of E376 with a minor leak on the suction side of the main pump). This will require a longer down time to repair as the pump housing will need to be replaced due to age and rust wear. 2005 Ford Pickup was at Hilltop Ford for turbo replacement and minor service.

Reporting: Chief Ramirez

Grants/Reimbursements

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

Reporting: Chief Ramirez

Community Risk Reduction and Fire Prevention

Defer to weed abatement presentation.

Reporting: Chief Ramirez

Fiscal Stabilization/Budget

Budget workshop on August 22, final budget in September.

Reporting: Chief Ramirez

Community Activities/Meetings

Crews, including B7, a Crockett water tender, and the Chief, were at the 4th of July fireworks event in Hercules. The Chief attended Phillips CAP and the RMAC monthly meetings. Crews attended Victoria Green Community Center to help Hercules PD hand out backpacks with school supplies. Crews visited multiple locations during the National Night Out.

Reporting: Chief Ramirez



MEMORANDUM

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

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

Date: August 5, 2024

Subject: Grants and Funding Monthly Report

Overview

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

Future Opportunities

Before the Legislature departed for its month-long summer recess, lawmakers finalized the state budget along with a 19-bill trailer package that included implementing language for various spending programs. Despite facing a multi-billion dollar deficit, the Legislature and Administration managed to balance the budget using a similar structure to the previously adopted budget bill. This approach includes a three-year suspension of net operating loss (NOL) deductions and tax credits for medium-sized and large businesses starting in 2024, one year earlier than proposed in the Governor's May Revision. Additionally, Proposition 98 deferrals from previous budget years were utilized. These actions provided additional resources for the 2024-25 state budget, helping to offset many of the program cuts initially proposed by the Administration in the January Budget Proposal and May Revision. However, further action is expected upon the Legislature's return from recess on August 5, with additional trailer bills anticipated.

Regarding the state's fiscal health, the State Controller released a Statement of General Fund Cash Receipts and Disbursements for the 2023-24 fiscal year earlier this month, highlighting a strong financial position. The fiscal year began with a \$14 billion General Fund cash balance and ended June without an outstanding loan balance. Additionally, the California State Treasury held over \$118 billion in "available cash in hand," consisting of a \$15 billion ending cash balance in the General Fund and \$103 billion in borrowable balances across various state accounts. A key contributor to this robust cash reserve was the temporary "spending freeze" issued by the Department of Finance (DOF) in late April, which directed all state departments to halt certain one-time appropriations. This freeze, along with prudent management of budget reserves and

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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

cautious budgeting of state special funds, has significantly strengthened the state’s cash position in recent years.

Looking ahead, if voters approve a \$10 billion climate bond in November, it could unlock substantial funding for parks and open space, clean energy initiatives, coastal resilience projects, and water management programs. These funds could become available as soon as the FY 2025-26 budget process, further bolstering California’s environmental and infrastructural investments

Looking Ahead: Grant Program Highlights

Name	Awards & Match	Description	Timeline
<p>Firehouse Subs</p> <p><u>Firehouse Subs Grant Program</u></p>	<p>Average Award: \$10,000 to \$25,000</p> <p>No Match Required</p>	<p>The Firehouse Subs Program provides funding to purchase equipment or provide training for firefighters in areas where the restaurant chain operates.</p>	<p>Applications accepted quarterly:</p> <ul style="list-style-type: none"> Quarter 4 2025: Thursday, October 10, 2024 <p>Application portal opens at 7 AM PST and typically closes within the first few hours after the maximum of 600 applications has been reached.</p>
<p>WalMart</p> <p><u>Local Community Grant Program</u></p>	<p>Min Award: \$250</p> <p>Max Award: \$5,000</p> <p>No Match</p>	<p>The Local Community Grant program funds projects in the areas of Community/Economic Development, Diversity/Inclusion, Education, Environmental Sustainability, Health and Human Service, Hunger Relief, Public Safety, Quality of Life. Organizations may submit a total number of 25 applications and/or receive up to 25 grants within the 2024 grant cycle.</p>	<p>Deadlines for submissions include:</p> <p>Aug. 1 – Oct. 15 Nov. 1 – Dec. 31</p>
<p>Department of Transportation</p> <p><u>Charging and Fueling</u></p>	<p>Community Program: Min Award: \$500,000</p>	<p>The CFI Program is divided into two distinct grant funding categories:</p> <p>The <i>Community Program</i> provides funding to strategically deploy publicly accessible EV charging</p>	<p>Application Deadline: August 28, 2024</p>

<p><u>Infrastructure Discretionary Grant Program Cycle 2</u></p>	<p>Max Award: \$15,000,000</p> <p>Match: Minimum 20%</p> <p>Corridor Program: Min Award: \$1,000,000</p> <p>No Max</p> <p>Total Funding Available: \$500,000,000 (FY24)</p>	<p>infrastructure, and hydrogen, propane, or natural gas fueling infrastructure in communities. Infrastructure may be located on any public road or in other publicly accessible locations such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.</p> <p>The <i>Corridor Program</i> provides funding to strategically deploy publicly accessible EV charging infrastructure and hydrogen, propane, and natural gas fueling infrastructure along designated alternative fuel corridors (AFCs).</p> <p>Priority is given this cycle to environmental justice-focused projects.</p>	
<p>Gary Sinise Foundation</p> <p><u>First Responder Grant</u></p>	<p>No Award Min. or Max.</p> <p>No Match Required</p>	<p>The Gary Sinise Foundation’s First Responders Grants provide critical funding for emergency relief, training, and essential equipment.</p>	<p>Ongoing</p> <p>Applicants are limited to one application per calendar year regardless of approval/denial of the application.</p>
<p>AARP</p> <p><u>Building Capacity to Increase Older Adult Access to Health Essentials Programs</u></p>	<p>Maximum Award \$50,000</p> <p>No Match Required</p>	<p>Capacity building grants offer up to \$50,000 to support organizations in their efforts to work more efficiently and effectively for and with older adults. These grants are intended to aid organizational development at a structural level. Capacity Building grants are not intended to pay for direct services or expenses related to existing programs and services. These projects should instead focus on enhancing, optimizing or streamlining resources, processes or programs to better connect eligible older adults to health</p>	<p>Pre-Application Deadline: August 23, 2024</p>

		essentials programs during and beyond the grant cycle.	
--	--	--	--

Grants Tracker

Submitted Grant Applications: Awaiting Award Notice

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

Pending Grant Programs: Applications Currently in Progress

Agency	Program	Due Date	Notes
Firehouse Subs	Firehouse Subs Public Safety Foundation Grant	10/11/2024	District is meeting with TPA to discuss potential training and/or equipment projects that could be competitive
Gary Sinise Foundation	First Responder Program	Ongoing	District is meeting with TPA to discuss potential training and/or equipment projects that could be competitive
Motorola	Radio Grant Program	N/A	TPA has reached out to Motorola for additional information on the upcoming solicitation and if the District can submit the "Regional Radio Request" application as a whole, or only for District radios.



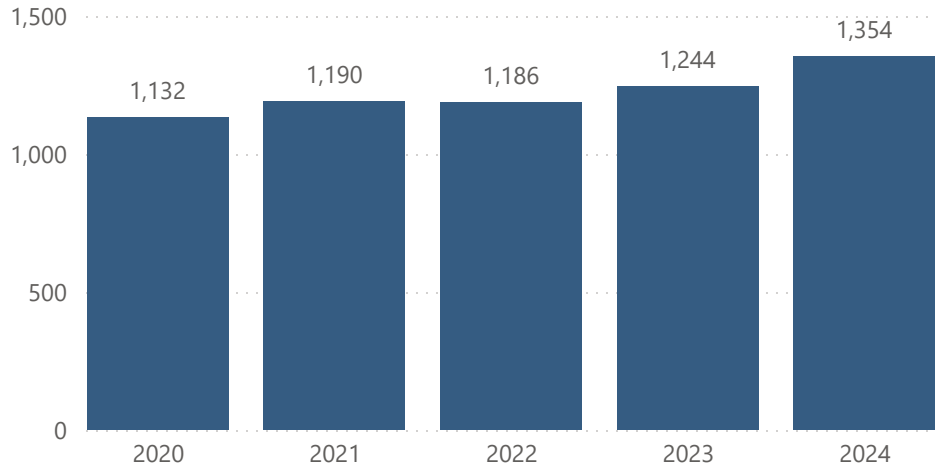
INCIDENT REPORT

JUNE 2024

Rodeo Hercules Fire Department Incident Snapshot June 2024

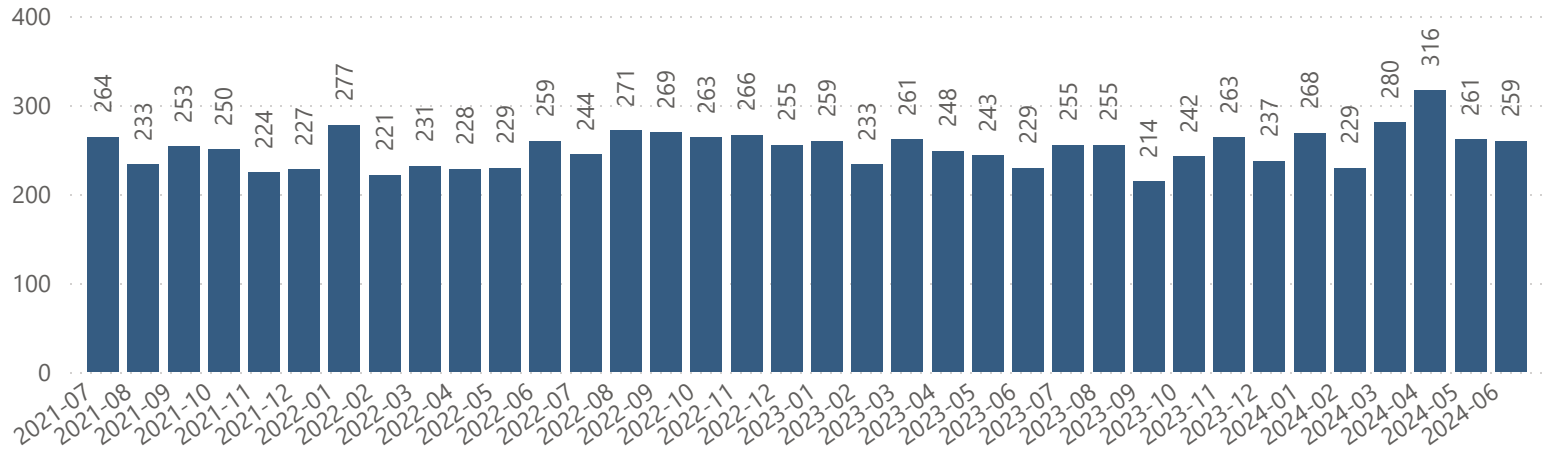
Number of Incidents Year to Date

Year Over Year - January to June



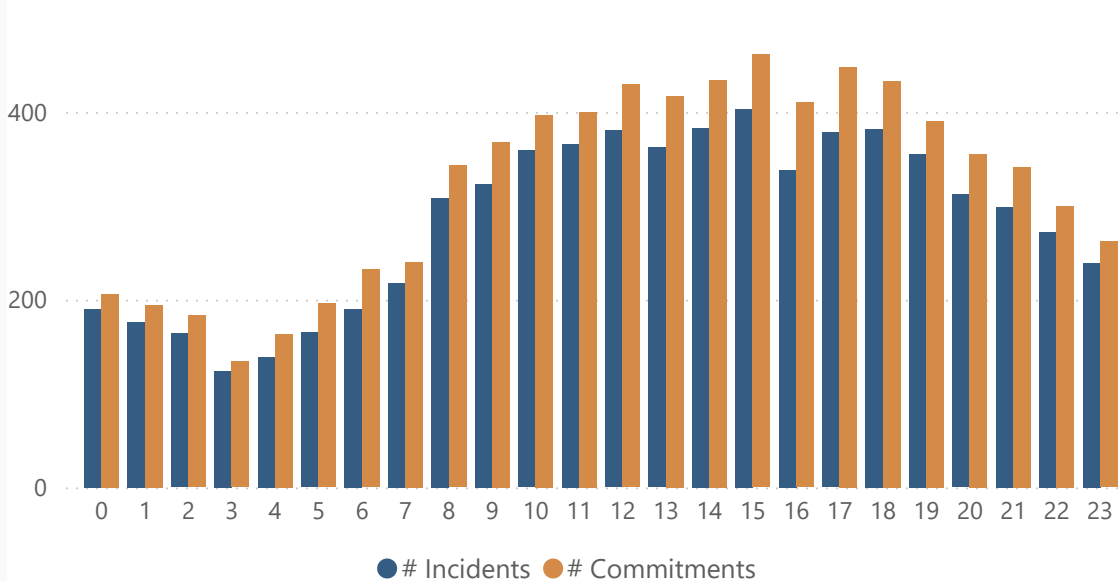
Number of Incidents by Month

Last 36 Months



Number of Incidents and Number of Engine and Truck Commitments

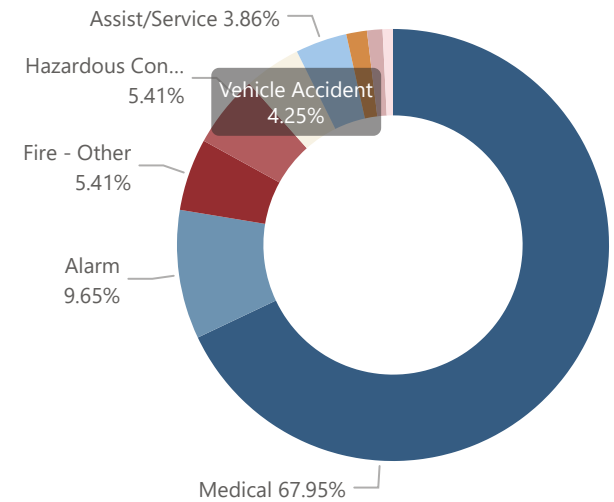
by Hour of Day Over 36 Months



Number of Incidents by Type

June 2024

Type	Incidents	Percentage (%)
Medical	176	67.95%
Alarm	25	9.65%
Fire - Other	14	5.41%
Hazardous Cond./Hazmat	14	5.41%
Vehicle Accident	11	4.25%
Assist/Service	10	3.86%
Fire - Structure	4	1.54%
Rescue	3	1.16%
Fire - Vegetation	2	0.77%
Total	259	100.00%



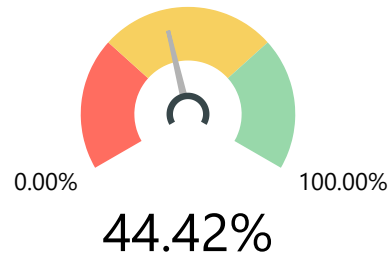
Rodeo Hercules Fire Department
Incident Snapshot June 2024

AGENDA ITEM 14

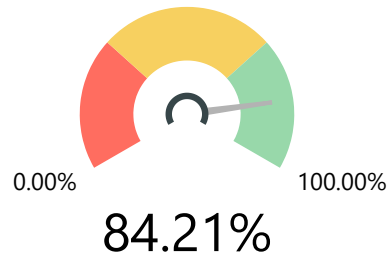
Compliance for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene

Last 12 Months

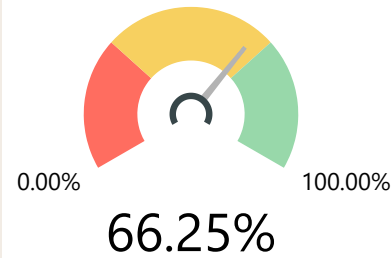
Call Processing
 Benchmark: 00:01:00



Turnout
 Benchmark: 00:02:20



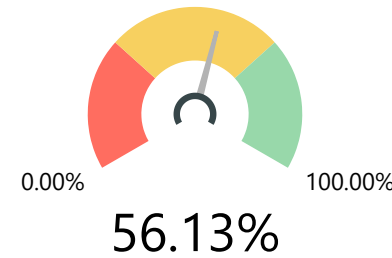
Total Reflex
 Benchmark: 00:08:40



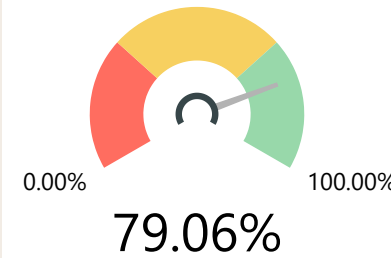
Compliance for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene

Last 12 Months

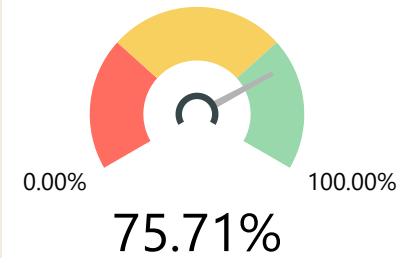
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Turnout
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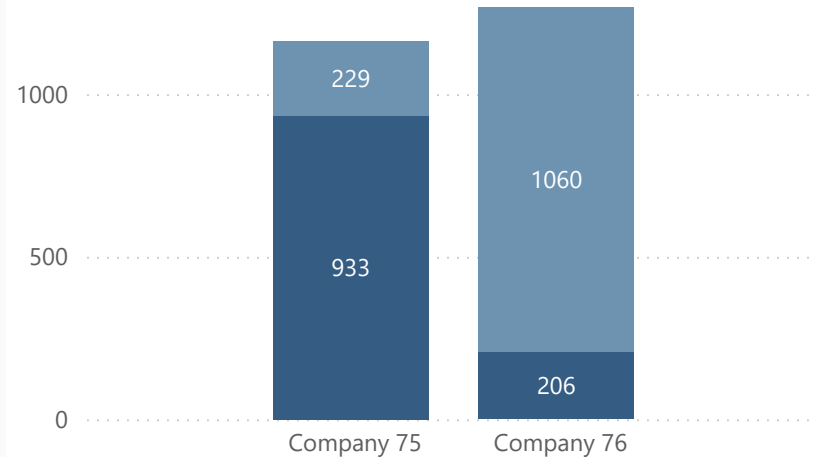
Total Reflex
 Benchmark: 00:09:00



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

Last 12 Months

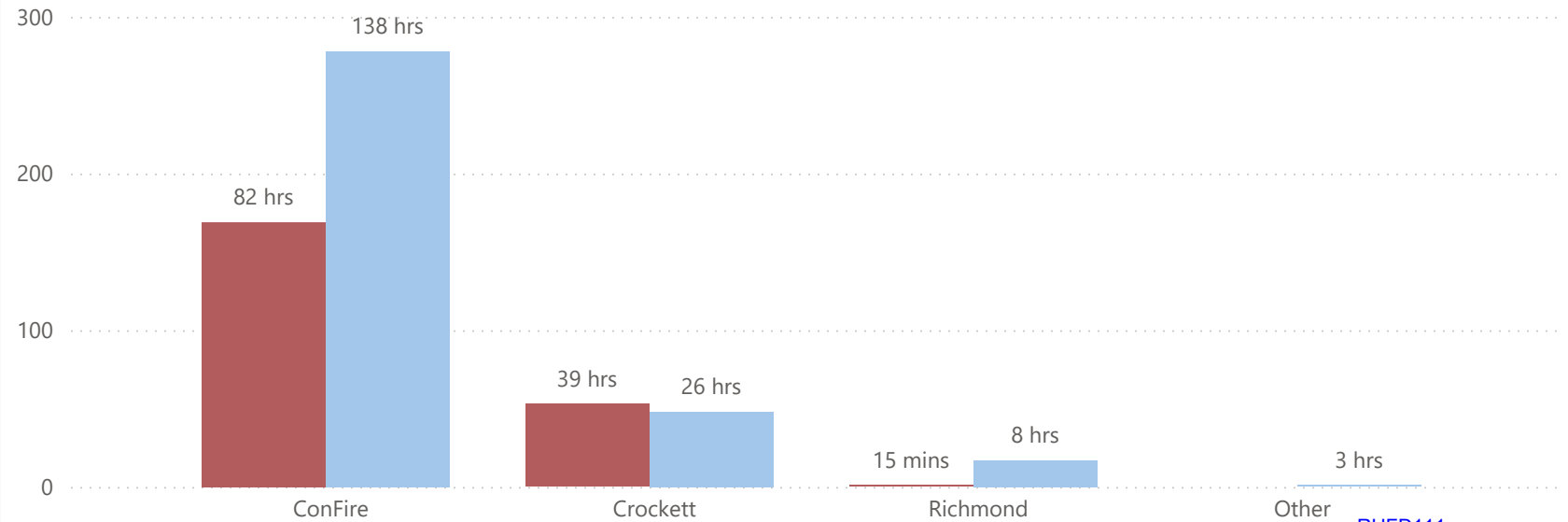
Station Area ● 75 ● 76



Auto aid Given and Received

Number of Unit Runs - Last 12 Months

● Given ● Received



RHFD111

RODEO-HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

Date: August 14, 2024

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

From: Vice-Chair Marie Bowman and Director Charles Davidson, Phillip's 66 Taxes Ad Hoc Committee

Subject: Update Phillips 66 Ad Valorem Property Taxes, BOS
Resolution No. 96/486, Agenda Item 17 C.6

The Phillips 66 refinery in Rodeo is a major factor in the landscape of risks within RHFD's sphere of influence. The Rodeo Renewed project will transform the P-66 site into one of the world's largest renewable fuel refineries, adding to RHFD's responsibilities. Given that ad valorem property taxes are a mainstay of funding for fire districts and given that the P-66 refinery draws on RHFD services much more so than many other government services, one would expect that RHFD receives a significant portion of the ad valorem property taxes paid by P-66, but that would be mistaken. This is a blatantly unfair imposition of service requirements on RHFD that are not funded in accordance with the BOS adoption of Resolution No. 96/486, dated October 1, 1996 (attached).

LAFCO approved the Unocal annexation to RFFD, LAF 96-23 which provided for the property tax increment allocation for the affected agencies in the area of the Unocal/P-66 annexation to the RHFD.

In 2016 a LAFCO Municipal Services Review/Sphere of Influence was provided an updated report by Management Resources Group, LLC and Berkson Associates for LAFCO, dated Aug. 10, 2016 (attached pgs 79-80 and pg 84 which specifically shows no ad valorem revenue to RHFD for FY 2014-2015

and 2015-2016). RHFD budgets continue to show no ad valorem revenue from the ~\$16 Million annual parcel taxes paid by Unocal/P-66.

BOS Resolution No. 96/486 established the property tax exchange between the County and RHFD for taxes paid by Unocal/P-66. It was in accordance with the terms of the existing master agreement between the County and the Central Contra Costa Sanitary District and the East Bay Municipal Utility District. Despite the Rodeo property tax rate area levy of 14.57% of the 1% ad valorem, the County set the new Unocal tax rate of 10% of the 1% ad valorem, as it would be eased into the existing agencies levying taxes in the area, exclusive of school districts. The 10% represents “no tax loss” to the County General Fund revenues because there should always be a fire tax component to the ad valorem as there is in other tax rate areas.

RHFD Services

RHFD provides direct oversight and independent safety compliance services relating to refinery operations. Additionally, the District provides plan check services for all permits, authorizations and approvals. The plan check function covers a wide range of activities involving building application permits for building tanks, structures, etc. The District’s plan check ordinance authorizes the District to charge the refinery for out of pocket expenses in connection with the review process, including independent experts or consultants.

Rodeo is a disadvantaged community that has rightfully expressed 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; and education on what to do in the event of an emergency. Additionally, with 10%

of the Unocal/P-66 ad valorem, RHFD could enhance services to the community and P-66 that they are not currently able to offer.

Recommendation:

This item is brought before the Board for discussion and possible action. Pursuant to BOS Resolution No. 96/486 and California Revenue Code Section 99.01,

It is recommended that the Board take action to collect 10% from the ad valorem property taxes paid by P-66, RHFD 's share of revenue for its services to protect public health and safety:

- Direct General Counsel to draft correspondence to the Board of Supervisors to provide RHFD 10% of the ad valorem property taxes paid by P-66, in accordance with BOS Resolution No. 96/486.
- Board to review and potentially approve correspondence at a future meeting.

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, 335-1065

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 Curren*, DEPUTY

ATTACHMENT A
AGENDA ITEM 16C-6
TO D-4

#15

MEMORANDUM

TO: Terrence McGraw, Deputy County Administrator

CC: Victor J. Westman, County Counsel; Silvano Marchesi, Asst. County Counsel

FROM: Pedro Jimenez, Chief, Rodeo-Hercules Fire Protection District
Scott W. Gordon, Esq., Counsel to the District

DATE: September 26, 1996

RE: Response to your request for information concerning cost of providing services to Unocal Refinery

Terry:

This memorandum is in response to your request for information concerning the District's anticipated costs for providing services to the Unocal Refinery process areas as a result of the pending annexation request currently before LAFCO. As a result of the Board of Supervisors' discussion on September 24th concerning this matter, we feel it important that we provide you with information concerning the District's cost of providing services to Unocal, since we will most definitely incur costs and we are therefore desirous of achieving a fair and equitable tax increment transfer pursuant to Revenue & Taxation Code § 99.01.

Anticipated Service Costs

In addition to providing emergency response services to Unocal on an as-needed basis, the annexation of the Unocal Refinery process unit areas will involve the District providing new and expanded services for the refinery areas. For instance, we will be undertaking District training for Unocal personnel periodically on implementation of joint command; for plan check and permit review services with respect to Refinery operations and equipment, compliance and safety investigations; low and high angle rescue; and fire/incident investigations.

We have undertaken a very conservative estimate of the anticipated cost to provide additional services, based upon the increased administrative and staff time involved in establishing programs, conducting necessary training sessions, meeting requirements, and man hours involved in ongoing inspection and compliance work for the Refinery. At a minimum, the District initially anticipates incurring increased costs of approximately \$16,000 per year based on man hours needed to provide additional services to Unocal. The District ultimately will need the addition of at least one additional District fire service professional when and if available tax monies are sufficient to meet that obligation.

Initial Cost Estimates For District Services To Unocal.

Under the current practice, Unocal maintains an in-house health and safety department, which includes fire service delivery. Upon annexation, Unocal would retain the in-house health and safety function, but the District will provide direct oversight and independent safety compliance services in connection with the refinery operations. In addition, the District will provide plan check services for all permits, authorizations and approvals. The District's plan check ordinance authorizes the District to charge Unocal for its out of pocket expense in connection with the review process, including independent experts or consultants, but the District will incur administrative and staff expenses which will need to be provided for. The plan check function covers a wide range of activities involving building permit applications for tanks, structures and the like.

Based on current conditions, we anticipate the following recurring annual expenses for compliance inspection and permit review services to Unocal:

Verification inspections, program audits, plan checks/reviews:
\$13,520.00 per year initially commencing fiscal 1996-97

AB 2185 related inspection and compliance program costs:
\$2,600.00 per year, initially commencing fiscal 1996-97

Additionally, we expect to incur start-up expense with respect to initial verification and audit of existing refinery safety programs, inspection and monitoring regimens, training programs and command structures. The estimate of this cost is based on a three to four week effort with follow-up, conservatively estimated at 15 hours per week.

Estimated cost:\$4,000.

Administrative staff time is assessed at the rate of \$65.00 per hour.

An additional fire service professional is estimated to cost between \$75,000 and \$80,000 per year in fiscal 1996 dollars, including benefits. This figure would of course be subject to periodic adjustment based upon meet and confer processes.

The Tax Transfer Is Necessary and Appropriate in Order to Provide Fire Protection Services.

In providing services to Unocal, the District's cost of providing services are properly paid for in significant part by the levy of property taxes within the Unocal tax rate area. But for the unique fact that Unocal is outside of any fire service jurisdiction, Unocal would already be paying a fire service share of property tax revenues that is currently being spent on other programs and agencies unrelated to fire service. While we understand there has been some

concern expressed at the Board level about a "loss" of County General Fund revenues as a result of the tax transfer, the reality is that there is no "loss" because there should be a fire service component of Unocal's property tax revenues now as is the case in other tax rate areas.

As an example, in the neighboring Rodeo tax rate area, the District property tax levy is 14.57% of the 1% ad valorem property tax rate. In the new Unocal tax rate area, the District's percentage will be 10%, because it will be eased into the existing group of agencies levying taxes in the area. In order to accommodate the addition of the fire service taxing entity, each of the other involved agencies exclusive of school districts is required to give up a small percentage of their increment in order to provide for a fire service levy. This analysis would hold true regardless of whether we were discussing the Rodeo-Hercules Fire Protection District, the County Fire Protection District, or some other fire service district.

The Costs and Benefits of Providing Services to Unocal.

The District's Board of Directors, in reaching the decision to petition for annexation of Unocal, considered the matter for well over a year, and discussed it at regularly scheduled Board meetings in the past eight months on a successive meeting basis. The public and interested parties have been noticed of each of these meeting dates, and have been offered substantial information regarding the proposal to annex Unocal, and the purpose and benefits of such a proposal.

The citizens of Rodeo and Hercules are strongly in favor of annexing Unocal to the Rodeo-Hercules Fire Protection District, to ensure that there is more than adequate local participation in regulation of Unocal. The Rodeo-Hercules Fire Protection District enjoys a fine reputation in the Hercules/Rodeo community, because we provide expert and reliable services. In fact, our District firefighters and staff have been commended for our exemplary response to prior incidents at the Unocal Refinery in particular. As a result, there is overwhelming sentiment in the Rodeo-Hercules community for the refinery to be subject to the District's regulatory control, for purposes of compliance inspections, safety checks, permit reviews, and emergency response.

In reaching its policy decision to annex Unocal, the Board of Directors has also considered that in the near term after the annexation is completed, the anticipated property tax increment revenues will not entirely suffice to cover the District's increased administrative costs for providing these services. However, the District also knows that over time, this condition will be expected to balance out and that the District's cost of services can and will in fact be met, and more importantly that the periodic growth and assessed valuation will ultimately result in the ability to provide at least one additional fire service professional to provide more full time services to Unocal. As you and the Board undoubtedly are well aware, the Unocal Refinery, being juxtaposed in an area in close proximity to residences, schools and other uses presents a challenge to public officials charged with providing services to protect public health and safety. Our Board of Directors is committed to providing tough regulatory services to the Unocal

Refinery, in order to better assure the public that this large industrial facility is in fact being closely regulated, and that every health and safety precaution necessary is being implemented to protect public health and safety.

Given that reality and the importance of public assurance and awareness that health and safety services are being provided, we think it imperative that the Board recognize the cost of providing services to Unocal are reasonable and necessary, and that the minimal adjustment to the County's General Fund take in the Unocal tax rate area should be accommodated pursuant to Revenue and Taxation Code § 99.01 to provide the District with needed revenues.

Consistency with Other Special District Annexations.

Finally, in entering into the tax exchange understanding pursuant to Revenue and Taxation Code § 99.01, we followed the formula adopted by this very Board of Supervisors in some other annexations involving special districts providing services where they hadn't previously been provided. It would seem unfair and therefore not reasonable for the Board to take a different approach in this instance, when it has authorized the tax increment transfer and adjustment in the tax rate areas in prior annexations.

Excerpts from MRG 2016 Report to LAFCO MSR

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

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

LIST OF FUTURE RHFD AGENDA ITEMS August 2024

Meeting Date	Agenda Item Description	Priority (Legal or RHFD Required, Board Priority, Closed Session, Board Other, Staff Other)	Responsible Party (Board, Staff, Counsel, etc.)	Report (R), Presentation (P), Resolution (RES), Contract (C), RFP	Item Type (Action, Discussion, Receipt of Report, Information, Public Hearing, etc.)	Status (Completed, ongoing, etc.)	Comments (Requested by, Updates, etc.)
UNK	Measure O Oversight roles & responsibility	Legal		R	Discussion & Possible Action		
10/23/24	Job Descriptions		Staff		Information		Tentative
09/11/24	Final Budget Adoption	Board Priority	Staff		Action		
09/11/24	Appropriations Limit	Board Priority	Staff		Action		
09/11/24	ROPS/P66 taxes-Bob Campbell presentation	Board	Staff		Discussion/Information	Tentative	August or September per presenter. ROPS update and P66 taxes/ item may get split into two separate items
09/11/24	AFG Grant Submittal/Authorization to accept award	Board Priority, Staff	Staff	R,Res	Consent / Action		Agree to support previously submitted AFG grant
09/11/24	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
09/11/24	Possible proclamation FM Lellis					tentative	
09/11/24	Update to District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Board Orientation/Onboarding ad hoc & Staff	R	Information		Onboarding of Directors & Meas O to ensure legal requirements are met, individuals and Board are aware of when their term ends. Update moved to Feb per Chief's request.
09/11/24	Public Hearing for Fire Prevention				Public Hearing, Action		
08/22/24	Budget Workshop-Tentative		Staff	Workshop		planned seeking d	Requested by D Hill and D Mikel
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		board chooses
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 6:00
07/10/24	RHFD & City of Hercules participation in "Team up to clean up" project	Board	Bowman	N/A	Discussion		Discuss dates for RHFD sponsor day
07/10/24	MOU-Local 1230: Contract and Resolution	Staff	Staff	P, RES	Discussion & Action		
07/10/24	Amendment to Consulting Services Agreement with MED Enterprises	Staff	Staff	RES &R	Discussion & Action		
07/10/24	Phillips 66 Ad Valorem Property Taxes	Board	Bowman	R	Discussion & Action		
07/10/24	Emergency Procurement for HVAC Unit @75	Staff	Staff	RES & R	Discussion & Action		
07/10/24	Special Meeting re Annexation	Board	Staff	R	Discussion & Action		
06/12/24	RFP or Contract for Auditors & Legal	Board Priority	Staff		Discussion/direction		Harshwal Contract is complete. Need to renew or seek new auditor, discuss legal services
06/12/24	2024/25 FY Budget presentation and adoption	Board Priority	Staff, Financial consultant		Discussion and Possible Action		Board receive and adopt 24-25 FY budget
06/12/24	Election Resolution	RHFD Required	Staff	R	Consent / Action		
06/12/24	County Wildfire Mitigation Program Presentation	Board Priority, Staff	Michelle Rinehart	P	Information/Discussion		Presentation given by CCCFPD re: wildfire mitigation services and accessibility
06/12/24	Special Meeting: Budget 101; Actuarial Basics & Pension Information		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 comment presentation only
05/08/24	Benefit Assessment Levy	RHFD Required	Staff	R	Consent / Action		
05/08/24	3rd Quarter Budget Review	Board Priority, Staff	Staff	R, P	Information/Discussion		3rd quarter review of the 2023/24 budget.
04/10/24	Report on state mandated fire prevention inspections	Board Priority	Staff, CSG Consultant	R,Res	Discussion and Possible Action	Completed	Board receives 1205 compliant report and resolution on completion of annual state mandated fire prevention inspections.
04/10/24	Measure O CPI Increase Public Hearing	Board Priority, Legal	Legal	R, Res	Public Hearing, Discussion and Possible Action	Completed	approved
04/10/24	Cal Fire Area Operating Plan AOP	Staff	Staff	R, Res	Consent / Action	Completed/approved	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	Board in prioritizing and implementing key learnings.
03/13/24	Public Hearing Fire Prevention Fees	Board, Legal, RHFD, State	Staff	R, P, RES	Public Hearing, Discussion and Possible Action	Completed	Done Board to hold public hearing and discuss and adopt updated fire prevention fees and corresponding ordinance. Completed adopted.
03/13/24	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	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 Statagic Advisory Services	Staff	Staff	R, Res	Discussion & Possible Action	Completed	DONE Consider and approve agreement for financial services SAS Completed approved
03/13/24	Agreement for services Redwood Public Law	Board Priority	Board/Staff/Legal	R, Res	Discussion & Possible Action	Completed	DONE.Consider and approve agreement for legal services Redwood Public Law Completed Approved
02/21/24	Special Meeting Stratific Plan RFP	Board Priority	Consultant and Ad Hoc	R, P	Discussion & Possible Action	Completed	Done CSDA workshop moved to Mar. 27
02/14/24	Receive Mid-Year Budget Report	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Update from Chief.
02/14/24	Firefighter of the year proclomation	Board	Staff	P	Proclomation	Completed	DONE. Proclomation of FFOTY by Board Chair
02/14/24	Local Hazard Mitigation Program	Board Priority, Staff, Legal	Staff	R	Discussion and Action.	Completed	DONE. District coordinating with City of Hercules. MJLHMP presented in draft and comments received for submission to the County.
02/14/24	Quarterly Report on Future Agenda Items	Board Priority, Staff	Staff and Chair	R	Info. & Discussion.	Completed	Quarterly report approved by Board. Chair to coordinate with Chief discuss moving it to monthly reporting.
02/14/24	Modification to agreement with M.E.D. Enterprises	Board,Staff, Legal	Board	N/A	Discussion poss act	no action	Discuss possible modifications to contract
02/14/24	Measure O Ordinance revisions	Board, Legal, RHFD, State	Board, AdHoc	N/A	Discussion poss act	no action	Discussion
02/14/24	CSDA Key Learning workshop	Board, AdHoc governance	Board, AdHoc	N/A	Discussion poss act	scheduled	Discussion
02/14/24	District EMS Responsibilities	Legal	Staff	P	Information	Completed	DONE. Board seeking clarification of District Responsibilities. Per Chief request move to Feb 2024.
02/14/24	Presentation of Fire Prevention fees	Board, Legal, RHFD, State	Staff	R, P, RES	Informational	Completed	DONE. Public Hearing in Feb. or Mar.
02/14/24	Auto Aid services agreement with Crockett-Carquinez 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. Parce	Board Priority, RHFD	Director Davidson	R	Action	no action	DONE. Ad Hoc created for recommendation of a consultant to assist Board in analysis and feasibility.
01/10/24	Financial Stability Considerations for Special Districts	Board Priority	Board, RHFD	R, P, RES,	Action	no action	DONE. Gathering info. from State & National Chapters & Business Affiliates; they hire grant writing agencies. Board Alternate Funding Ad Hoc to present with Chief Agreement to hire a grant writing company to meet various District needs. Board approved hiring TPA.
01/10/24	District Reorganization	Legal, Board Priority	Board		Action		DONE. Selection of Chair and Vice-Chair
01/10/24	Annual Calendar	Board Priority	Board	Calendar	Informational	Completed	DONE. Annual Calendar prepared in coordination with Chief. Approved by Board at Oct meeting. To be included in Jan. Board packet
01/10/24	Bathroom Renovations and Additional Funding Reques	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	Counselant 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 Parcel	Legal	Staff, Counsel	R, P, RES	Action	Completed	Moved from Oct. to Nov. because data needed from County. Resolution only if needed to support changes to Meas O. Follow-up from Aug. Board meeting. Completed-no changes. Staff to follow-up with County on waiver of late fees by county for the 178 parcels. Update TBD.
11/08/23	Review of Strategic Plan & Business Implementation Plan	Board Priority	Board	P	Action	Completed	DONE. Possible approval of brochures for distribution. Approved by Board. SP Ad Hoc to coordinated distribution with Chief.
11/08/23	Procurement of Station Alerting Systems	Board Priority, Legal	Staff, Counsel	R,RES,RFP, C	Action	Completed	DONE. Approved by Board. District did not receive Meas X funds for alerting system. Chief to move forward with purchase in Dec. Update at Jan Bd meeting in Chief's report; system to be installed in Jan.
11/08/23	District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Saff	R	Information	moved to August	Onboarding of Directors & Meas O committee members to ensure legal requirements are met, individuals and Board are aware of when their term
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 concerns. Directors Bowman and Davidsn met with Chief, Tammy and Kimberly to review options. Director Davidson and Tammy to review options and share with Chief, who will purchase the service (nominal fee) if requested and report out via Chief's report in Feb. Admin. will maintain existing process for preparation of minutes; will use free Zoom transcription options as needed. Board may request a Zoom summary or transcription by request.
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 applicability to Meas. O. Director Davidson will share Mr. Pio Roda's opinion & options for Board consideration in Jan. Ad Hoc created to review possible Meas. O ordinance options.

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. 12.
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.
10/18/23	Emergency Bathroom & Renovations Stations 76 & 75 and Emergency Care Quality Assurance & Support Services Agreement	Board Priority & Legal	Staff, Counsel	R, RES, C	Action	Completed	DONE. Station 76 & 75 bathroom emergency repairs & renovations, EMS medical care quality assurance and support services. (Nurse Greg) Approved by Board.
10/18/23	Management of Agenda Items and 2024 Annual Calendar	Board Priority	Bowman	P	Discussion & Action	Completed	DONE. Future agenda items format, including quarterly presentation to Board and 2024 annual admin. calendar (Info.) approved by Board. Calendar to be in Jan Board packet and quarterly presentation beginning Feb.