



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

**SPECIAL BOARD MEETING MINUTES**  
**FEBRUARY 3, 2023**

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

Meeting called to order at 6:00 p.m. Directors Hill, Bowman and Davidson present.

**2. PLEDGE OF ALLEGIANCE (1:14)**

**3. ACTION ITEM: REVIEW AND ACT UPON RESOLUTION NO. 2023-01 TO AUTHORIZE THE BOARD AND ITS APPOINTED BODIES TO CONTINUE TO HOLD TELECONFERENCE MEETINGS IN ACCORDANCE WITH AB 361 (1:58)**

Director Bowman motions to approve Resolution 2023-01. 2<sup>nd</sup> by Director Davidson.

**ROLL CALL VOTE (3-0)**

Hill: Yes

Bowman: Yes

Davidson: Yes

**4. 2022-2027 STRATEGIC PLAN IMPLEMENTATION OPTIONS WORKSHOP (3:08)**

Chief Mike Despain's presentation of management assessment recommendations on how to implement strategic plan to achieve desired outcomes. Only around 5-10% of fire agencies develop a strategic plan. Four possible paths the board can consider taking: reducing services, additional revenue sources, exploring partnerships with other agencies, and maintaining the status quo. Board discussion.

**PUBLIC COMMENT**

Susan Keefe

Tanya Little

Maureen Brennan

E.H.

John Bischoff

Derek Cochnauer

With consensus, the board agreed to continue item 4B to the next meeting.

**5. ADJOURNMENT** Meeting adjourned at 7:47 p.m.

Audio from this board meeting can be heard at [www.rhfd.org](http://www.rhfd.org).

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Board Vice Chair



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

REGULAR BOARD MEETING MINUTES

FEBRUARY 8, 2023

1. **CALL TO ORDER/ROLL CALL** Meeting called to order at 7:01p.m.
2. **PLEDGE OF ALLEGIANCE** (1:37)
3. **ANNOUNCEMENTS OF DISTRICT EVENTS** (2:14) None
4. **CONFIRMATION OF THE AGENDA** (2:38) Motion to accept agenda made by Director Bowman.  
2<sup>nd</sup> by Director Doss.

**ROLL CALL VOTE (4-0)**

Hill: Yes

Davidson: Yes

Bowman: Yes

Doss: Yes

5. **REVIEW OF CORRESPONDENCE TO THE BOARD** (3:31) None
6. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (4:11)

Public Comment

Susan Keefe

E.H.

Jerrold Parsons

Maureen Brennan

7. **CONSENT CALENDAR** (13:03)  
Motion to approve Item 7B (Transmittals) by Director Bowman. 2<sup>nd</sup> by Director Davidson.

**ROLL CALL VOTE (4-0):**

Hill: Yes

Davidson: Yes

Bowman: Yes

Doss: Yes

Item 7A (Minutes) to be continued to next meeting.

Public Comment

Tanya Little

**8. STRATEGIC PLAN IMPLEMENTATION (POSSIBLE ACTION ITEM) (20:25)**

Motion by Director Bowman to authorize fire chief to engage vendor to provide data that matches outcomes in the strategic plan. 2<sup>nd</sup> by Director Davidson.

Public Comment (1)

Robert Baum  
Vince Wells  
Susan Keefe  
Derek Cochnauer

**ROLL CALL VOTE (4-0)**

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

Motion by Director Bowman to direct staff to submit an RFP to secure a vendors to look at options 1-3 in the Management Assessment Plan and committing to look at staffing needs. 2<sup>nd</sup> by Director Doss.

Public Comment (2)

Tanya Little  
Derek Cochnauer  
Rob Gelhaus  
John Bischoff

**ROLL CALL VOTE (4-0)**

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

Public Comment (3)

Tanya Little  
Jerrold Parsons  
Derek Cochnauer  
Robert Baum  
Selina Williams  
John Bischoff

**9. RECEIVE FISCAL YEAR 2021-2022 ANNUAL AUDIT REPORT (ACTION ITEM) (1:29:42)**

Presentation by Harshwal and Associates of the annual audit report. No issues identified with the finances.

Motion to accept annual audit report made by Director Bowman. Davidson 2<sup>nd</sup>.

Public Comment

Maureen Brennan  
Tanya Little  
Robert Baum

**ROLL CALL VOTE (4-0)**

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

**10. BOARD OF DIRECTORS VACANCY (ACTION ITEM) (1:44:20)**

One potential 4<sup>th</sup> candidate's application was sent to incorrect email address and was therefore submitted late. Director Doss made motion to accept application and Director Bowman seconded. Motion made by Director Bowman to accept all four applications presented to the board. Seconded by Director Doss.

Public Comment (1)

E.H.

**ROLL CALL VOTE (4-0)**

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

Call for special meeting for the week of Feb 20<sup>th</sup> to have candidates present themselves and for the board to ask questions of candidates. Another special meeting may be necessary for the week following, up until March 2<sup>nd</sup>.

Public Comment (2)

E.H.  
Jerrold Parsons  
Tanya Little  
Vince Wells  
Maureen Brennan

Discussion of process of candidate interviews.

Public Comment (3)

E.H.  
Tanya Little  
Chuck Coleman  
Maureen Brennan

11. **RECEIVE MIDYEAR BUDGET REPORT (2:11:00)** Currently at 50% of budget. Getachew Demeku presents report. District projected to face possible budget deficit next year or the year after. Additional funding sources needed.

Public Comment

Vince Wells

12. **IN-PERSON MEETINGS (2:25:30)**

Alternate meetings between Rodeo and Hercules. Meetings in Rodeo possibly will be at Rodeo Baseball Association clubhouse. Possible other locations in Rodeo. Motion to accept meeting schedule and move closed session to the beginning of meetings made by Director Bowman .  
Seconded by Director Doss.

Public Comment

Jerrold Parsons

E.H.

Tanya Little

Maureen Brennan

**ROLL CALL VOTE (4-0)**

Hill: Yes

Bowman: Yes

Davidson: Yes

Doss: Yes

13. **FIRE CHIEF'S REPORT (2:43:33)**

Firefighter Paramedic on probationary training. Lack of ambulances, wait times in hospitals an issue. Developments on hold. Completed 104 business inspections. Begin school inspections spring 2023. Update on strategic plan items in progress and completed. Participating in county grant to replace radios.

14. **STAFF REPORTS (2:47:49)** none

15. **BOARD MEMBER REPORTS (2:48:05)** none

16. **MEASURE O (2:48:35)**

This year we logged 678 senior exemptions, reducing Measure O revenue by about \$130,000. Motion to receive report made by Director Bowman, 2<sup>nd</sup> Director Doss.

Public Comment

Maureen Brennan

**ROLL CALL VOTE (4-0)**

Hill: Yes

Bowman: Yes

Davidson: Yes

Doss: Yes

17. **LOCAL 1230 COMMENT** (2:54:41) Vincent Wells congratulates Capt. John Bischoff on being 2022 firefighter of the year. Station 74 in Pinole hosting a reopening ceremony on March 4.

18. **ADJOURN TO CLOSED SESSION** (2:56:00)

19. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** (2:59:20) No reportable actions, direction provided to staff.

20. **REQUESTS FOR FUTURE AGENDA ITEMS** (2:59:51)

Update on the outcomes contractor. Update on hiring temporary chief. Update on consultant for options board discussed at previous meeting. Strategic plan. Measure O committee membership and frequency of meetings. Clarification of Director Davidson's comments from previous meeting. Counsel to weigh in on proposed Dec 13 minutes wording change. Ad hoc committee on strategic plan and business plan. Process regarding receipt of CPRA. Staff report on agenda tracker. Budget update.

Public Comment

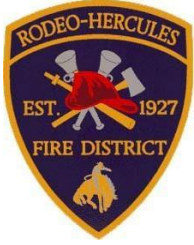
Vincent Wells

21. **ADJOURNMENT** Meeting adjourned at 11:09 p.m.

Audio from this board meeting can be heard at [www.rhfd.org](http://www.rhfd.org)

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Board Vice Chair



# RODEO-HERCULES FIRE PROTECTION DISTRICT

1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547

(510) 799-4561 FAX: (510) 799-0395

## SPECIAL BOARD MEETING MINUTES

FEBRUARY 22, 2023

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

Meeting called to order at 6:01 p.m. Directors Hill, Bowman, Davidson and Doss present.

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

**3. REVIEW APPLICATIONS AND APPOINT A BOARD MEMBER TO SERVE THE REMAINDER OF AN UNEXPIRED TERM ON THE BOARD OF DIRECTORS (UNTIL DECEMBER 2024) (4:06)**

**A. Review applications and applicants for Board of Directors Vacancy**

Each candidate has three minutes to introduce themselves. Candidates will have 2 minutes to respond to questions asked by the board members. Candidate order: Frank Grimsley, Tara Shaia, Jerrold Parsons and Robyn Mikel.

**Public Comment**

- Susan Keefe
- Brian Solidum
- E.H.
- Chuck Coleman
- Robert Baum
- Carlo Granzella
- Vince Wells
- John Bischoff

**B. Appoint an individual from the applications received to serve on the Board of Directors for the Rodeo-Hercules Fire Protection District for the remainder of an unexpired term created by the resignation of Robyn Mikel (until December 2024) (Action Item)**

<b>Candidate Grimsley</b>		<b>Candidate Shaia</b>		<b>Candidate Parsons</b>		<b>Candidate Mikel</b>	
Davidson	Yes	Davidson	Yes	Davidson	No	Davidson	No
Bowman	Yes	Bowman	Yes	Bowman	No	Bowman	Abstain
Doss	No	Doss	No	Doss	No	Doss	Yes
Hill	Abstain	Hill	No	Hill	No	Hill	Yes
<b>Motion Fails</b>		<b>Motion Fails</b>		<b>Motion Passes</b>		<b>Motion Fails</b>	

**4. ADJOURNMENT**

Meeting adjourned at 7:47 p.m.

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Board Vice Chair



Tara Shaia

For Appointment to the Rodeo-Hercules Fire District

This packet contains the following letters of support:

Darrin Bessolo	Rodeo Businessperson and Resident
Maureen Brennan	Rodeo Resident and Community Advocate
Janet Callaghan	Rodeo Resident and President of Rodeo Citizens Association
Bie Lie	Hercules Resident and Co-Worker
Tanya Little	Hercules Resident and Community Advocate
Liana Ruslim	Co-Worker

2-19-23

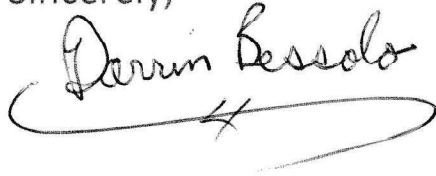
To the Board,

I support Tara Shaia for appointment to the Fire District Board. She will do a great job for the fire department and for the community.

I have known Tara for many years. We are long time family friends. Tara is fair and I know she wants the best for our town.

Please appoint Tara Shaia.

Sincerely,

A handwritten signature in black ink that reads "Darrin Bessolo". The signature is written in a cursive style with a large, sweeping underline that loops back under the name.

Darrin Bessolo

2/16/23

To the Board of the Rodeo-Hercules Fire District:

I would like to support the nomination of Tara Shaia for the open position on the Board. She is a long-time resident of Rodeo, and understands the local interests in our community. I volunteer at the Pinole Senior Center lunch program, where she is head chef, purchaser, and trainer in the kitchen. She is forever emphasizing safety in our respective roles, and she runs a tight ship. She communicates well with all involved. In our recent November 2022 elections, she was next in line with 22% of the vote. The community has spoken, with a high level of support. I saw her last October at the RHFHD "community open house," asking questions, learning about the fire district, and doing her "homework." I think she will add balance to our struggling Board.

Thanks.

Maureen Brennan  
Rodeo, CA



Rodeo Citizen &lt;citizenr572@gmail.com&gt;

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**Support for Tara Shaia RHFPD appointment**

1 message

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**Janet Callaghan** <janetandpaul@icloud.com>  
To: CitizenR572@gmail.com

Mon, Feb 20, 2023 at 4:04 PM

2/19/23

To the Rodeo-Hercules Fire District's Board of Directors.

I ask that you appoint Tara Shaia for the open director position. Tara deserves to be the Rodeo appointment because she will add balance to the board for the Town of Rodeo as we are not a city and the county has not listened to Rodeo recently.

I have known Tara for almost 44 years since I became a Rodeo resident, but not as long as her generations of family in Rodeo. I have volunteered with Tara during the late 1994's during old fashion bucket air monitoring when it was Citizens for a Better Environment now called Communities for a Better Environment known as CBE including Julia May and others. Also the Rodeo Creek Trail/watershed and working with the past County Service Area R10 and Community Advisory Panel with Phillips 66.

Tara deserves to be appointed and will be an asset to the RHFD. She received a lot of votes in the Nov 2022 elections she was 4th on the list and went through elections. The Board should follow those voices and appoint Tara Shaia. She works hard, studies, cares about our firefighter needs, is committed to working with the board and providing the best for all.

Sincerely,  
Janet Callaghan  
President Rodeo Citizens Association

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**Tara Shaia for RHFD appointment**

1 message

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**B Lie** <bielie1@hotmail.com>

Sun, Feb 19, 2023 at 5:53 PM

To: "citizenr572@gmail.com" <citizenr572@gmail.com>

Hi Tara

Please see my letter of recommendation below.

Please give this to RHFD Directors.

I really hope that you will be appointed because we really need a strong leader like you!

Dear RHFD Directors,

I m in support of appointing Tara Shaia to the Roseo-Hercules Fire District Board.

I have worked with Tara and known her to be professional, patient and work very well under pressure, keeping it a level mind.

I am a Hercules Resident and believe that Tara Shaia would be a great addition to the RHFD Board.

Your attention on this matter is much appreciated

Sincerely,

Bie Lie

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# TANYA LITTLE

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258 Sunset Drive, HERCULES, CA 94547 | H:5107419941 | C: 5105208944 | [tzzlittle@gmail.com](mailto:tzzlittle@gmail.com)

February 16, 2023

Rodeo-Hercules Fire Protection District Board  
C/O Tara Shaia, Board Candidate  
1680 Refugio Valley Road  
Hercules, CA 94547

Dear Rodeo-Hercules Fire Protection District Board,

I urge you to appoint Tara Shaia to the vacant board seat. Candidate Shaia has submitted the most competitive, comprehensive and thorough application when compared to the other applications posted to the District's website.

Candidate Shaia is the only candidate who participated in the 2022 Election process for vacant Board of Director seats. On the campaign trail, Candidate Shaia communicated her astute executive mindset and keen ability to evaluate the complexities of the district. She communicated a thoughtful and fair assessment of the District's public information regarding its challenges and successes. Candidate Shaia communicated she would work in collaboration with the Board to evaluate factual data to provide guidance to the Fire Chief on the will of the Board. Candidate Shaia discussed her desires and abilities to evaluate information without bias, and a high desire to work with the Fire Chief, city officials, and community. She is committed to ensuring the best economic decisions are made to support the district and communities it serves.

Candidate Shaia has established she is the most competent professional executive candidate for appointment. Her management experience with administering city programs and staff, budgets, working with vendors, and her decades of commitment to community advocacy position her as the best fit as a director. You will maximize the board's collective fairness and reasonableness by appointing Candidate Shaia to the vacant district seat. I am confident Candidate Shaia will aid this district's leadership efficiencies. Candidate Shaia has the emotional intelligence to aid this district in garnering community and fire staff trust.

I sincerely believe Candidate Shaia's leadership skills, and ability to focus on the board's fiduciary responsibilities will promote success and transparency for the district. Candidate Shaia's application establishes she is the most qualified administrator who is desperately needed to bring stability to the district. Please be encouraged to appoint Tara Shaia to the vacant district seat.

Sincerely,



Tanya Little Retired California Governor's Appointee  
Pinole, Rodeo, Hercules, El Sobrante for Equity & Diversity (PHREED) Co-Founder  
Friends of the Hercules Senior Center Board President  
30-year City of Hercules Resident

cc: Contra Costa County Board of Supervisors

*Great Organizations demand a high level of commitment by the people involved ~ Bill Gates*

**AGENDA ITEM 10C**

Date: 2/17/2023

To: Board of Directors RHFD.

Re: Recommendation for Tara Shaia.

To whom it may concern:

I am writing to recommend Tara Shaia for a position in the board of The Rodeo-Hercules Fire Dept.

I am Liana Ruslim, a volunteer in the Pinole Senior Center helping in the kitchen as Tara is the chef & head of the kitchen .

I believe her leadership & organizational skills will be suitable for a position on the board.

She treats all volunteers fairly, listens to suggestions, is assertive and works hard. Tara pays attention to details, deals well with all kind of personalities & races and is able to communicate well with everyone. She always has a positive attitude and remains calm under pressure.

She organizes all aspect of the kitchen from volunteers, the menu, fund raising, groceries and all the day to day operations of the kitchen. She is always on time for seniors to pick up the meals.

She will be a great asset for the Rodeo -Hercules community if she is appointed to be in the board of RHFD.

Sincerely,



Liana Ruslim  
Retiree- volunteer in Pinole Senior Center .  
510- 914-0496  
laprina12@gmail.com

**From:** [John.Green.1985](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Support for Robyn Mikel  
**Date:** Wednesday, February 22, 2023 9:13:49 AM

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Dear RHFD Board,

I am writing in support of Robyn Mikel for RHFD Board of Directors. I believe Robyn deserves to have a chance at being a board member. Her insight and previous experience would be a welcome addition. I believe she will bring much needed balance, impartiality and fairness to the board, which seems to be deeply divided.

Thank you,

Mr. John Green  
Hercules, CA

Sent with [Proton Mail](#) secure email.



**From:** [Tammy Tomas](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** FW: Robyn Mikel  
**Date:** Wednesday, February 22, 2023 9:11:14 AM

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**From:** HEATHER GIBSON <gibsonk9cop@comcast.net>  
**Sent:** Tuesday, February 21, 2023 5:23 PM  
**To:** Tammy Tomas <Tomas@rhfd.org>  
**Subject:** Robyn Mikel

Hello,

I have been a 25+ year resident of Hercules and have seen many board members for RHFD come and go. I would like to show support to preserve Robyn Mikel on the board. I have listened to the board meetings and I am impressed with her desire to improve our fire district and keeping an open mind. She does not have a preset agenda, as many past and current board members do. Not keeping her on the board would be a grave mis-service to the residents of the RHFD.

Thank you,  
Heather Gibson  
Sparrow Drive  
Hercules, CA

**From:** [Christine Peterson](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Board vacancy  
**Date:** Wednesday, February 22, 2023 2:30:21 AM

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Please choose Robyn Mikel for your vacancy. After watching several board meetings and reading the applications that were submitted, it is clear that Robyn is the only choice for a well-balanced board. She should not be punished or criticized by any board member or member of the public for putting her name in the hat after stepping down because she wanted to do the right thing. Put your own personal agendas aside and vote for the only candidate that makes sense.

**From:** [Juan Carlos](#)  
**To:** [Kimberly Corcoran](#); [Tammy Tomas](#)  
**Subject:** Robyn Mikel  
**Date:** Tuesday, February 21, 2023 6:55:50 PM

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I would like to request the re-election of Robyn Mikel, as she is the best candidate for the board of directors position. She knows more about life in the fire service than any other candidate, and she will help to improve the lives of our firefighters.  
Concerned Rodeo resident

**From:** [CHARLES COLEMAN](#)  
**To:** [Kimberly Corcoran](#); [Tammy Tomas](#)  
**Subject:** Letter of support  
**Date:** Tuesday, February 21, 2023 6:53:21 PM

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----- Original Message -----

**From:** Chuck <[cfiredude@comcast.net](mailto:cfiredude@comcast.net)>  
**To:** Tammy Tomas <[Tomas@rhfd.org](mailto:Tomas@rhfd.org)>  
**Date:** 02/21/2023 5:05 PM  
**Subject:** Letter of support

Sent from my iPhone

Begin forwarded message:

**From:** Chuck <[cfiredude@comcast.net](mailto:cfiredude@comcast.net)>  
**Date:** February 21, 2023 at 4:01:55 PM PST  
**To:** Tammy Tomas <[Tomas@rhfd.org](mailto:Tomas@rhfd.org)>  
**Subject:** Letter of support

Good evening RHFD board. I am sending a letter of support for Robyn Mikel to be re-appointed to the board as a board of director. As you know Robyn Mikel was previously misdirected by legal counsel and felt she had to resign so she could re-run or be appointed again. Had she not resigned, hundreds of thousands of dollars would have been spent for a new election. Robyn has shown an open mind and has been praised by other board members for her strong work and dedication to the Rodeo-Hercules district. With the strategic plan needing to be implemented as soon as possible, and the tasks that need to be completed to make that happen I believe bringing on a new person with little to no experience would take months if not longer to bring them up to speed to be able to make decisions that we needed done yesterday. Robyn Mikel is ready to hit the ground running and help make those decisions to better serve the citizens of Rodeo Hercules Fire District.

Thank you,  
Captain Chuck Coleman  
37 years with RHFD  
56-year resident of Rodeo

**From:** [Tammy Tomas](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** FW: Board Vacancy  
**Date:** Tuesday, February 21, 2023 4:26:19 PM

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**From:** John Bischoff <jabischoff@hotmail.com>  
**Sent:** Tuesday, February 21, 2023 3:49 PM  
**To:** Tammy Tomas <Tomas@rhfd.org>  
**Cc:** Darren Johnson <Johnsond@rhfd.org>  
**Subject:** Board Vacancy

Chief Johnson and Board of Directors,

Good afternoon,

I am writing this email today as a show of support for former RHFD Board Director as well as current Board Candidate, Robyn Mikel.

During her short time as a Rodeo Hercules Board Director, Robyn exceeded my expectations. As a 23 year employee of the District as well as our seating IAFF 1230 Union Representative, I have seen my share of Board Members come and go. Most of these past Directors barely left a ripple in the history of our District.

Robyn came in running, she took great interest in both our Firefighters Mental Health, as well as our District's fiscal health and sustainability.

Her time as a Director was cut short due to confusion as well as lack of communication by multiple parties. None of the fault however, was that of Director Mikel's.

Hopefully the Board in the interest of "What's best for the District, it's citizen's served, as well as the Firefighter's serving" can look past "Personal Agendas" and choose Robyn Mikels to fill "Her" vacant Board Seat and get back to the business of protecting both the Citizen's of Rodeo Hercules as well as their Firefighters.

Regards,  
John Bischoff

**From:** [elaine wander](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Letter of support for Tara Shaia to the RHF Board  
**Date:** Tuesday, February 21, 2023 4:09:33 PM

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Hello,

I have lived in Rodeo for 33 years and know we need a very competent person to represent us on the fire district board. That person is Tara Shaia. I talked with her about what she thinks the best ways to protect Rodeo from accidents occurring at the refinery (Phillips66) are and also about our Rodeo Fire Station, Her answers about cooperation between the refinery and our fire department and maintaining our Rodeo Station were very good. Also, that the Fire department team have the skills to handle all the hazards that go with these fuels being made so close to our town. Spills, toxins, odors, explosions, derailments, etc.... I think Ms. Shaia would best represent us in Rodeo and Hercules (her awareness of issues around open space and fire safety) and be an asset to the fire district.

Thank you,  
Elaine Wander Leclaire

**From:** [Steve Hill](#)  
**To:** [Kimberly Corcoran](#); [Tammy Tomas](#)  
**Cc:** [Darren Johnson](#)  
**Subject:** FW: Letter of support for Tara Shaia  
**Date:** Tuesday, February 21, 2023 2:24:21 PM

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Kimberly, Tammy:

In case you have not received this board correspondence...

Steve

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Elizabeth <egie5@yahoo.com>  
Date: 2/20/23 22:13 (GMT-08:00)  
To: Steve Hill <Hill@rhfd.org>, Charles Davidson <Davidson@rhfd.org>, Marie Bowman <Bowman@rhfd.org>, Delano Doss <doss@rhfd.org>  
Subject: Letter of support for Tara Shaia

February 20, 2023

Rodeo-Hercules Fire District

I would like to let you know of my support of Tara Shaia for the fifth seat on the RHFD Board. Tara has a good head on her shoulders, compassionate and is very aware of her community. She has been involved regularly with the RHFD zoom meetings often contributing comments.

As you probably know, Ms. Shaia is a long time Rodeo resident (3<sup>rd</sup> generation). She is the chef at the Pinole Senior Center. She IS involved in her community. Let's get her more involved.

I am the manager at the Rodeo Senior Center and a member of the Measure O Oversight Committee.

Thank you for your attention,

Elizabeth Genai

Tara Shaia

For Appointment to the Rodeo-Hercules Fire District

This additional packet contains the following letters of support:

Ana Aviles Avila	President of AFSCME/Local 1; Unit of the City of Pinole
Elizabeth Genai	Rodeo Resident, Manager of Rodeo Senior Center, and Member of Measure O Oversight Committee
Robin Raber-Luna	Co-Worker



## Letter of Support

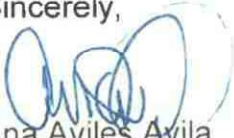
February 21, 2023

Rodeo-Hercules Fire District Board

I would like to support Tara Shaia to her appointment to the Rodeo-Hercules Fire District Board. Tara is in good standing with AFSCME/Local 1. Tara is fair and unbiased at all the meetings, and I like her eagerness to serve at different times we have needed her. Being a union member is very important to Tara and us, she is always advocating for fairness throughout not just in her department but for all of us. Tara posses the ability and skills to work with volunteers and with lots of skills on management and team building. Always has a positive attitude.

Tara is a life-long resident of Rodeo and want to serve her community. I support her to be appointed to the Rodeo-Hercules Fire District Board.

Sincerely,



Ana Aviles Avila

President of AFSCME/Local 1  
Unit of the City of Pinole



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## Support letter

1 message

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Elizabeth <egie5@yahoo.com>

Mon, Feb 20, 2023 at 10:07 PM

To: "CitizenR572@gmail.com" <CitizenR572@gmail.com>

February 20, 2023

Rodeo-Hercules Fire District

I would like to let you know of my support of Tara Shaia for the fifth seat on the RHFD Board. Tara has a good head on her shoulders, compassionate and is very aware of her community. She has been involved regularly with the RHFD zoom meetings often contributing comments.

As you probably know, Ms. Shaia is a long time Rodeo resident (3<sup>rd</sup> generation). She is the chef at the Pinole Senior Center. She IS involved in her community. Let's get her more involved.

I am the manager at the Rodeo Senior Center and a member of the Measure O Oversight Committee.

Thank you for your attention,

Elizabeth Genai

February 21, 2023

To whom it may concern,

It is with great pleasure that I write this letter of recommendation in support of Tara Shaia becoming a Director of the Rodeo-Hercules Fire District. I've known Ms. Shaia for over 7 years working with her at the Pinole Senior Center.

Ms. Shaia consistently and impressively displays qualities that make her an ideal candidate. She is very in tune with the needs of the communities she'd represent and can also balance those with any fiscal implications. She is a true advocate of what are the key issues of importance to the cities and its citizens to improve and continue the high standards and qualities needed for a successful and healthy community.

She has a true passion, dedication and commitment to the safety and health concerns in Rodeo and Hercules and is able to present concrete viewpoints that take into consideration the pros and cons of an issue. Her approach is honest and forthright and always with the goal of creating a positive impact.

I highly recommend Ms. Shaia and am confident she will be a valuable asset as a Director of the RHFD.

Robin Raber-Luna

**From:** [Tammy Tomas](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Fwd: Board seat vacancy  
**Date:** Wednesday, February 22, 2023 4:27:24 PM

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Tammy

Begin forwarded message:

**From:** Brian Solidum <briansolidum@gmail.com>  
**Date:** February 22, 2023 at 3:57:38 PM PST  
**To:** Tammy Tomas <tomas@rhfd.org>  
**Subject:** Board seat vacancy

To the Board of Directors,

I am writing in support of Robyn Mikel for the vacant seat for the Rodeo Hercules Fire Protection District, Board of Directors. During her previous tenure on the Board, Robyn has shown deep interest for the best of the future for our Fire District, it's employees and the safety of the community in which we serve. Robyn has demonstrated intimate knowledge of the fire service and how the fire service operates, has an open mind and supports progressive problem solving. As a 21 year employee and a Captain of this Fire District, I am supporting Robyn Mike for the best candidate for this position.

Brian Solidum

**From:** [Tammy Tomas](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Fwd: Board Vacancy  
**Date:** Wednesday, February 22, 2023 4:27:16 PM

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Tammy

Begin forwarded message:

**From:** Lina Gibson <linamarie.v17@gmail.com>  
**Date:** February 22, 2023 at 4:10:39 PM PST  
**To:** Tammy Tomas <tomas@rhfd.org>  
**Subject: Board Vacancy**

Dear board member,

I have lived in Hercules my entire life and am writing to voice my support for Robyn Mikel for the RHFD board. She has shown a strong commitment to the community. Her open mind is what the board needs as we head for difficult decisions to be made. I strongly support her as board member.

Thank you,  
Lina Gibson

**From:** [Tammy Tomas](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Fwd: Board vacancy  
**Date:** Wednesday, February 22, 2023 4:27:10 PM

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Tammy

Begin forwarded message:

**From:** savannah Mills <savannahemma.lillie.mills@gmail.com>  
**Date:** February 22, 2023 at 4:24:57 PM PST  
**To:** Tammy Tomas <tomas@rhfd.org>  
**Subject:** Board vacancy

Hello,

My name is Savannah mills, and I've been a resident of rodeo since I was born. I'm very appreciative of my fire department as I've faced the tragedy of being in a house fire. My house fire has allowed me to have a deeper sense of appreciation for my fire department and everyone behind the scenes. Which is why I want to support preserving Robyn Mikel for RHFB. Her determination and willfulness to help is needed within both city's and the leader we look towards.

Thank you,  
Savannah mills  
Hawthorne Dr  
Rodeo, Ca

## Letter of Support

To whom this may concern,

I would like to express my support for Robyn Mikel for the Rodeo- Hercules Fire District Board of Directors. Mrs. Mikel has shown with her time on the board, that she is truly dedicated to serving both the citizens and the firefighters of the district, to the best of her abilities. Her wealth of knowledge and understanding for the fire service, and commitment to being an active member of her community, has help bridge multiple gaps to help advocate for the best outcomes for this district. As a firefighter of the district, I whole heartedly feel that Mrs Mikel would be the best candite for the vacancy And would like to express my full support for her. Thank you for your time.

Respectufly submitted  
Jonah Becton



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

SPECIAL BOARD MEETING MINUTES

FEBRUARY 28, 2023

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

Zoom meeting called to order at 6:02 p.m. Directors Hill, Bowman, Davdison and Doss in attendance.

**2. PLEDGE OF ALLEGIANCE (00:01:24)**

**3. REVIEW APPLICATIONS AND APPOINT A BOARD MEMBER TO SERVE THE REMAINDER OF AN UNEXPIRED TERM ON THE BOARD OF DIRECTORS UNTIL DECEMBER 2024 (00:02:07)**

A. Continue deliberations for Board of Directors vacancy

Board shared thoughts on ideal qualities of a board candidate and opened floor to public comment.

**Public Comment**

Tiffany Grimsley	Dan Romero	Steve Tran
Jonay Brownlee	Mike Coody	Vince Wells
Tanya Little	Robert Baum	John Bischoff
Tara Shaia	Selina Williams	Carlo Granzella
Derek Cochnauer	Carol	Margaret Short
Sean	Janet Callaghan	Frank Grimsley

B. Appoint an individual from the applications received to serve on the Board of Directors for the Rodeo-Hercules Fire Protection District for the remainder of an unexpired term created by the resignation of Robyn Mikel (until December 2024) or refer to Contra Costa County Board of Supervisors for Action

Candidate Grimsley		Candidate Shaia		Candidate Parsons		Candidate Mikel	
Davidson	Yes	Davidson	Yes	Davidson	No	Davidson	No
Bowman	Yes	Bowman	Yes	Bowman	No	Bowman	Abstain
Doss	Abstain	Doss	No	Doss	No	Doss	Yes
Hill	Abstain	Hill	Abstain	Hill	Abstain	Hill	Yes
<b>Motion Fails</b>		<b>Motion Fails</b>		<b>Motion Passes</b>		<b>Motion Fails</b>	



#### **4. ADJOURNMENT**

Meeting adjourned at 7:38 p.m.

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Board Vice Chair

**From:** [Chris Kelley](#)  
**To:** [Kimberly Corcoran](#)  
**Subject:** Letter supporting Frank Grimsley for RHF Board Director  
**Date:** Tuesday, February 28, 2023 4:51:05 PM

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Attention: Rodeo Hercules Fire District Board of Directors

RE: Vacancy on RHF Board of Directors

I would like to recommend Hercules resident Frank Grimsley for the position of Rodeo Hercules Fire District Director. Frank has been a member of our city for over 30 years. Frank Grimsley's previous management career with the United States Postal Service involved his dealing with employees, union issues, and budget matters. Frank Grimsley can be a wise and stable director. He can help you in your search for a new fire chief, deal effectively with personnel, and calm the waters, so to speak. In short, he will be a stabilizing force on your Board of Directors.

I respectfully ask that you vote for Frank Grimsley for RHF Board Director.

Sincerely,

Chris Kelley  
Council Member, City of Hercules  
[ckelley@ci.hercules.ca.us](mailto:ckelley@ci.hercules.ca.us)

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

**Fr: Brian Glover, Hercules resident**

**Re: Board of Directors Vacancy**

**Dt: 02/28/23**

**I am writing to endorse Frank Grimsley to be the Rodeo Hercules Fire District Director. Frank's previous management experience with the United States Postal Service provides him with the background needed to review budgets, as well as to work with union contracts and manage personnel. Frank is a long time Hercules resident of over 31 years.**

**I believe that these factors make Frank a more than qualified candidate to fill this position. His steady hand in managing a wide variety of affairs makes him a very desirable candidate. I am asking the Board of Directors to vote for Frank to fill this important position.**

**Sincerely,**

**Brian Glover**

Rodeo Hercules Fire District Board of Directors

Ref: Board of Directors Vacancy

I am endorsing Frank Grimsley to be the next Rodeo Hercules Fire District Director. Frank has lived in Hercules for over 31 years. Frank Grimsley was upper management with the US Postal system which gave Frank the skills in managing personnel, review budgets and working with the unions at the Postal system.

Frank Grimsley can be the calming Director that Rodeo Hercules Fire District needs to assist the district with the future issues concerning the recruitment and hiring of a new Fire Chief and leading RHFD into the future with a comprehensive Strategic Study.

I ask that the current Board of Directors vote for Frank Grimsley.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Romero". The signature is written in a cursive style with a large, sweeping initial "D".

Dan Romero, Vice Mayor City of Hercules



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

**SPECIAL BOARD MEETING MINUTES**

MARCH 22, 2023

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

Directors Present: S. Hill, M. Bowman, C. Davidson, D. Doss, R. Mikel

Directors Absent: None

Meeting called to order at 6:00 p.m.

**2. PLEDGE OF ALLEGIANCE (1:06)**

**3. DISTRICT REORGANIZATION (1:30)**

Director Robyn Mikel sworn in by R. PioRoda.

**Public Comment**

T. Little

R. Baum

**4. ADJOURN TO CLOSED SESSION (NO RECORDING DEVICES ARE PERMITTED) (7:40)**

**5. RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** Nothing to report out.

**6. ADJOURNMENT**

Meeting adjourned at 7:23 p.m.

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Board Vice Chair



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

SPECIAL BOARD MEETING MINUTES  
MARCH 31, 2023

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

Directors Present: S.Hill, M. Bowman, C. Davidson, D. Doss, R. Mikel

Directors Absent: None

Meeting called to order at 3:00 p.m.

**2. PLEDGE OF ALLEGIANCE (0:30)**

Discussion regarding Agenda item #5 (*STRATEGIC PLAN IMPLEMENTATION: Discussion and possible action to direct staff regarding cost benefit analysis for implementation of strategic plan recommendations*) and whether there was sufficient notice for some board members to be prepared.

Vice Chair Hill and council noted this special meeting was originally scheduled for discussion of the strategic plan and the Interim Fire Chief interview was added subsequently.

Motion by M . Bowman to remove agenda item #5 and continue it at either regular or special meeting in April. 2<sup>nd</sup> by C. Davidson.

**ROLL CALL VOTE 3-2**

Hill: NO

Bowman: YES

Davidson: YES

Doss: NO

Mikel: YES

**3. ADJOURN TO CLOSED SESSION (NO RECORDING DEVICES ARE PERMITTED) (9:53)**

**4. RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** Nothing to report out.

**5. ADJOURNMENT**

Meeting adjourned at 4:28 p.m.

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

From: **Tanya Little** <[tzzlittle@gmail.com](mailto:tzzlittle@gmail.com)>

Date: Fri, Mar 31, 2023 at 10:20 AM

Subject: Public Comment - March 31, 2023 Special Meeting

To: Steve Hill <[Hill@rhfd.org](mailto:Hill@rhfd.org)>, Marie Bowman <[Bowman@rhfd.org](mailto: Bowman@rhfd.org)>, Charles Davidson <[Davidson@rhfd.org](mailto:Davidson@rhfd.org)>, Delano Doss <[doss@rhfd.org](mailto:doss@rhfd.org)>, Darren Johnson <[johnsond@rhfd.org](mailto:johnsond@rhfd.org)>, Kimberly Corcoran <[corcoran@rhfd.org](mailto:corcoran@rhfd.org)>, Pio Roda, Richard <[rpioroda@meyersnave.com](mailto:rpioroda@meyersnave.com)>, <[mikel@rhfd.org](mailto:mikel@rhfd.org)>  
Cc: <[supervisorandersen@bos.cccounty.us](mailto:supervisorandersen@bos.cccounty.us)>, <[supervisor\\_burgis@bos.cccounty.us](mailto:supervisor_burgis@bos.cccounty.us)>, <[SupervisorCarlson@bos.cccounty.us](mailto:SupervisorCarlson@bos.cccounty.us)>, <[district5@bos.cccounty.us](mailto:district5@bos.cccounty.us)>, <[John\\_Gioia@bos.cccounty.us](mailto:John_Gioia@bos.cccounty.us)>, <[clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us)>

I ask that these comments be read at the RHFD Special Meeting today at 3PM.

At the last regular board meeting, Director Hill encouraged the board to hold a Special Meeting on March 22 at Station 76 to interview candidates for an Interim Fire Chief. I am pleased to see you are doing so. . You did not identify any future special meeting dates to include Strategic Plan topics. I object to you agendaizing the Strategic Plan for March 31 or any special meeting without reasonable public notice at regular meetings. You should know by now, this is the type of action which has created public mistrust. Director Hill, I know you mean well and care about our community. You are a pleasant and likable person. Please accept this as constructive feedback. You have again missed an opportunity to bring the public with you.

The several paid positions you hold may have impacted your effectiveness as a Board leader in years past. It is again demonstrated by you leaving the public out of the Strategic Plan discussion at this meeting, especially since live streaming of board meetings has not been implemented. For the success of this board and to discontinue these rollercoaster experiences of trust and distrust of this board's leadership, Please, please remove your name as a candidate for Chair and Vice-Chair. Support Director Bowman as Chairs just as strongly as you support her to do the heavy lifting as you have expressed in board meetings over the past year.

Board members, if you truly want to bring the community with you, if you truly want to create a successful legacy, I urge you not to nominate Director Hill for any executive role on this board.

--

*Tanya Little, Hercules Resident*

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*Tanya Little*



# RODEO-HERCULES FIRE PROTECTION DISTRICT

1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547

(510) 799-4561 FAX: (510) 799-0395

## REGULAR BOARD MEETING MINUTES

APRIL 12, 2023

### 1. CALL TO ORDER/ROLL CALL (2:36)

Directors Present: S. Hill, M. Bowman, C. Davidson, D. Doss, R. Mikel

Directors Absent: None

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

### 2. PLEDGE OF ALLEGIANCE (3:05)

### 3. DISTRICT REORGANIZATION (3:30)

For the Position of Board Chair:

Director Davidson and Director Doss nominate Director Bowman.

#### **ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

#### **PUBLIC COMMENT**

Tanya Little

Tara Shaia

For the Position of Vice Chair

Director Hill nominates Director Doss.

#### **ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

#### **PUBLIC COMMENT**



Tanya Little

**4. ANNOUNCEMENTS OF DISTRICT EVENTS (14:41)**

None

**5. CONFIRMATION OF THE AGENDA (14:50)**

Director Mikel expressed concern regarding the number of agenda items and the need for shorter meetings.

Motion to continue items 11, 14, and 16 to next meeting by Director Hill. 2<sup>nd</sup> by Director Mikel.

**ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

**6. REVIEW OF CORRESPONDENCE TO THE BOARD (21:12)**

none

**7. PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA (21:19)**

**PUBLIC COMMENT**

Tara Shaia

Tanya Little

**8. STRATEGIC PLAN IMPLEMENTATION (24:14)**

Motion to respond to Chief Despain's proposal, specifically asking Chief Despain to begin with the following four items: analysis of current organizational systems; analysis of reasonable prospective partners for cost efficiencies per the strategic plan; a study of the available reliable and consistent funding sources; and to implement the gap analysis. Motion was made by Director Hill and 2<sup>nd</sup> by Director Mikel.

**PUBLIC COMMENT**

Robert Baum

Tanya Little

Chuck Coleman

Maureen Brennan

**ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

**9. CONSENT CALENDAR (1:15:00)**

Motion by Director Mikel to approve consent calendar; seconded by Director Hill

**ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

**10. PUBLIC HEARING**

Chief Johnson gave overview of Measure O CPI increase. Increase of \$7 to \$245 per parcel for 2023/24 fiscal year. Director Doss raised concerns regarding the use of Measure O funds. Discussion to include topic of Measure funds and their allocation

Motion by Director Hill to adopt Resolution 2023-02, increasing Measure O CPI; seconded by Director Davidson.

PUBLIC COMMENT:

Tanya Little  
Maureen Brennan

**ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

**11. BOARD REVIEW OF DIRECTOR DAVIDSON'S COMMENTS CONCERNING BAYO VISTA, INCLUDING REFERENCE TO SECTION 8 HOUSING – Item continued to next meeting.**

**12. UPDATE REGARDING LOCATION OF IN-PERSON MEETINGS (1:29:57)**

Three options for meeting locations: Rodeo Baseball clubhouse, Station 76, and Hercules City Hall. Hybrid meetings will be easiest to conduct at city hall. Rodeo and Station 76 will not have a place for closed session. May be a cost associated with using city hall.

PUBLIC COMMENT:

Robert Baum  
Tanya Little  
Maureen Brennan  
John Bischoff

Director Mikel motions to have future meetings at Hercules City Hall. Seconded by Director Davidson. Amended by Director Doss to add scheduling closed sessions at the beginning of the meetings.

**ROLL CALL VOTE (5-0)**

Hill: Y

Davidson: Y

Bowman: Y

Doss: Y

Mikel: Y

**13. FIRE CHIEF'S REPORT (1:47:04)**

Firefighters trained at Phillips 66, Driver/Operator 1B hosted at Station 76, 2 probationary firefighters will complete probation next month, 3 firefighters will attend oil school in Texas with Phillips 66, received bids for remodeling station 76, critical incident stress debriefing held after fatal auto accident in Rodeo in March. 3 days in pre-position for storms in March. First-out apparatus are currently out of service with delays expected due to staffing problems and supply chain issues. Chief Johnson attended multiple meetings throughout March. No upcoming construction/development. Fire Stats report presented. Director Davidson asked for information on separating calls with regard to boundaries between Rodeo and Hercules.

14. **STAFF REPORTS** Continue to next meeting.

**15. BOARD MEMBER REPORTS (2:04:01)**

No LAFCo Meeting to report on by Director Doss. Director Bowman attended March's Measure O meeting. Director Hill attended celebration in Pinole of the completion of the contract for services with Contra Costa Fire.

16. **MEASURE O** Continue to next meeting.

17. **LOCAL 1230 COMMENT (2:06:42)** John Bischoff reporting. Thanked Chief Johnson for facilitating critical incident stress debriefing with Local 1230. Addressed comments made regarding off- and on-duty firefighters attending board meetings.

**18. REQUESTS FOR FUTURE AGENDA ITEMS (2:09:37)**

Discuss Measure O funds and how they are to be used and frequency of Measure O meetings.

Action item on management of board meetings, start time, length, etc.

Discuss need for standing 2<sup>nd</sup> meeting per month.

LAFCo presentation on how other fire jurisdictions are dealing with sustainability issues.

Update on anticipated litigation.

Talk about district process on onboarding board members.

Role of general counsel and board management of interactions with counsel.

Update on hiring interim fire chief.

Update on California public records request process.

**19. ADJOURNMENT (2:16:36)**

Meeting adjourned at 9:16 p.m.

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Board Vice Chair

Date	Num	Name	Memo	Account	Amount
04/01/2023	W4102379XD	American Messaging	April 2023	2110 · Communications	-38.04
04/01/2023	24124	IEDA INC	April 2023	2310 · Professional/Specialized Servic	-1,758.47
04/01/2023	13305	Precision IT Consulting	May 2023	2310 · Professional/Specialized Servic	-2,396.53
04/01/2023	DROP1B	Samuel Somerhalder	Driver Operator 1B	2477 · Educational Supplies & Courses	-5,000.00
04/03/2023	May 2023	American River Benefit Administrators	April 2023	1060 · Group Insurance	-703.80
04/03/2023	778263	Napa Valley Petroleum	Diesel Fuel	2272 · Central Garage Gas/Oil	-2,374.66
04/03/2023	2433551082	Orkin	75-quarterly service	2281 · Maintenance of Buildings	-146.99
04/06/2023	249366	J.W. Enterprises	April 2023	2310 · Professional/Specialized Servic	-359.00
04/07/2023	76-528495-APR	EBMUD	76-01/31/23-04/03/23	2120 · Utilities	-1,141.92
04/07/2023	76-528407-APR	EBMUD	76-01/31/23-04/03/23	2120 · Utilities	-338.00
04/10/2023	84918946	Bound Tree	medical supplies	2140 · Medical Supplies	-456.57
04/10/2023	9932260568	Verizon Wireless	03/11/23-04/10/23	2110 · Communications	-19.06
04/11/2023	0453DC2A-May 2023	Health Care Dental	May 2023	1060 · Group Insurance	-2,105.98
04/11/2023	76-4017223667-APR	P.G.&E.	76-03/10-04/09/23	2120 · Utilities	-613.85
04/12/2023	184-1098698	Goodyear	75A-rear outer tires	2273 · Central Garage-Tires	-1,153.85
04/12/2023	75-5183799518-MAY	P.G.&E.	75-03/13/23-04/10/23	2120 · Utilities	-290.98
04/13/2023	CF-FADO1B0598	California Department of Forestry	Driver/Operator 1B	2477 · Educational Supplies & Courses	-700.00
04/17/2023	75-1888920692-MAY	P.G.&E.	75-3/14/23-04/11/23	2120 · Utilities	-29.83
04/19/2023	293		3rd Quarter Interest	9181 · Earnings on Investments	13,891.27
04/20/2023	84931525	Bound Tree	medical supplies	2140 · Medical Supplies	-13.04
04/20/2023	294		Secured Apportionment Correction	9010 · Property Taxes-Current Secured	-11.71
04/21/2023	IN1864205	Municipal Emergency Services	Turnouts	2474 · Firefighting Supplies	-4,008.82
04/25/2023	204145	Meyers Nave	March 2023	2310 · Professional/Specialized Servic	-11,403.79
04/25/2023	75-9173373209-2	P.G.&E.	75-03/24/23-04/24/23	2120 · Utilities	-121.62
04/25/2023	13326	Precision IT Consulting	Server Warranty Renewal	2310 · Professional/Specialized Servic	-2,488.32
04/26/2023	2833-113926	O'Reilly	car wash soap	2270 · Repairs & Services of Equipment	-163.77
04/26/2023	9665664324-236	Sprint	03/23-04/22/23	2110 · Communications	-172.66

**INTERIM FIRE CHIEF  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made by and between the RODEO-HERCULES FIRE PROTECTION DISTRICT (“District”) and Rebecca Ramirez (“Employee”) and is dated for convenience this 10th day of May, 2023.

**Recitals**

District desires to employ Rebecca Ramirez as Interim Fire Chief of the Rodeo-Hercules Fire Protection District.

Rebecca Ramirez desires to serve as Interim Fire Chief of the Rodeo-Hercules Fire Protection District.

The Board of Directors, as the appointing authority, and Rebecca Ramirez desire to agree in writing to the terms and conditions of Rebecca Ramirez's employment as Interim Fire Chief.

**AGREEMENT**

**1. DUTIES**

- a. District agrees to employ Rebecca Ramirez as Interim Fire Chief of the Rodeo-Hercules Fire Protection District to perform the functions and duties of the Fire Chief specified in the District's policies, bulletins, ordinances and resolutions. Employee shall also perform other legally permissible and proper duties and functions as the Board of Directors may from time to time assign.
- b. Employee shall perform her duties to the best of her abilities in accordance with the highest possible and ethical standards of the profession and shall comply with all general rules and regulations established by the District.
- c. Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement, and annually thereafter, Employee must complete disclosure forms required by law.

**2. TERM**

- a. Employee agrees to serve in the position of Interim Fire Chief effective May 22, 2023, subject to conditions defined by the Board, including a background check, and other examinations as determined by the Board. Employee shall serve until a new Fire Chief is appointed by the Board and commences their duties in the position, or twelve months, whichever is sooner. If Employee is appointed by the

Board to be the permanent Fire Chief, this agreement shall terminate upon execution of a new Fire Chief agreement with Employee.

- b. This agreement may be terminated by either party in accordance with the provisions set forth in Paragraph 3 or terminated in the event of the death or permanent disability of Employee.
- c. Employee agrees to remain in the exclusive employ of the District during the term of this Agreement.

**3. RESIGNATION AND TERMINATION**

- a. Employee may resign at any time with or without cause and agrees to give District at least sixty (60) days advance written notice of the effective date of her resignation.
- b. Subject to the provisions of State law and all District policies, bulletins, resolutions or ordinances, District may at any time terminate Employee upon thirty (30) days advance written notice.
- c. The parties recognize and affirm that: 1) Employee is an “at will” employee whose employment as Interim Fire Chief may be terminated by the District with or without cause at any time, and 2) There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and District.

**4. SALARY**

Effective May 22, 2023, District agrees to pay Employee on a pro rata basis an annual salary of \$237,465.00 (\$19,788.75 per month).

**6. OTHER SUPPLEMENTAL BENEFITS**

District shall provide to Employee, on an annualized basis, the health benefits described and defined in the current Memorandum of Understanding with IAFF Local 1230, in addition to any other benefits as included in operative District policies, bulletins, procedures and applicable agreements for management employees and as they may be amended from time to time, including CalPERS retirement benefits legally applicable to Employee, if any and as permitted by CalPERS. All actions taken by the District relating to benefits for employees shall be considered actions granting the same benefits to Employee.

**7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Employee is an exempt employee under California law.

Employee is granted the use of a District vehicle, which may be used by Employee to commute to and from the District.

Employee is granted a \$75.00 uniform allowance.

Employee and the Board of Directors shall conduct a performance evaluation ninety (90) days after the commencement of employment.

The District, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

**8. NOTICES**

Any notices required by this Agreement shall be in writing and given in person, or sent electronically or by first class mail with postage prepaid and addressed as follows:

TO DISTRICT: Board of Directors  
c/o Chairperson of the Board  
Rodeo-Hercules Fire Protection District  
1680 Refugio Valley Road  
Hercules, CA 94547

with a copy to: Richard D. Pio Roda  
District Counsel  
rpioroda@meyersnave.com

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

**9. ARBITRATION**

Any controversy or claim arising out of or pertaining to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be enforced as provided by California law.

**10. ENTIRE AGREEMENT**

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein this Agreement cannot be modified except by written mutual agreement signed by the parties.

**11. ASSIGNMENT**



This Agreement is not assignable by either District or Employee.

**12. SEVERABILITY**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

**13. COUNTERPARTS**

This Agreement may be executed simultaneously in counterparts, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District has caused this Agreement to be signed and executed on its behalf by its Chairperson of the Board and duly attested by the Secretary to the Board. It has also been executed by the Employee.

\_\_\_\_\_  
Rebecca Ramirez, Employee

\_\_\_\_\_  
Marie Bowman, Chairperson  
Board of Directors  
Rodeo-Hercules Fire Protection District

ATTEST:

\_\_\_\_\_  
Kimberly Corcoran, Secretary to the Board

APPROVED AS TO FORM

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

RESOLUTION 2023-03

**RESOLUTION OF THE BOARD OF DIRECTORS TO APPOINT REBECCA RAMIREZ AS INTERIM FIRE CHIEF OF THE RODEO HERCULES FIRE PROTECTION DISTRICT AND TO APPROVE AN INTERIM FIRE CHIEF EMPLOYMENT AGREEMENT BETWEEN THE DISTRICT AND REBECCA RAMIREZ**

WHEREAS, the Rodeo-Hercules Fire Protection District Board of Directors desires to appoint Rebecca Ramirez as the Interim Fire Chief for the District, and the parties desire to enter into an interim Fire Chief employment agreement.

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

1. That Rebecca Ramirez is appointed as the Interim Fire Chief for the Rodeo-Hercules Fire Protection District, effective May 22, 2023, subject to the conditions noted in the employment agreement.
2. That the Interim Fire Chief employment agreement, substantially in the form attached hereto and made a part hereof, between the District, by and through its Board of Directors, and Rebecca Ramirez is approved and execution by the Chairperson of the Board is hereby authorized; and
3. Non-substantive changes or revisions may be made to the Agreement, as agreed between the Chairperson and Rebecca Ramirez, subject to approval by District Counsel as to form.

AYES:  
NOES:  
ABSENT:

IN WITNESS of this action, I sign this document on \_\_\_\_\_.

\_\_\_\_\_  
Kimberly Corcoran, Secretary to the Board

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

**Date:** May 10, 2023

**To:** BOARD OF DIRECTORS

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

**Subject:** Adoption Fire District Benefit Assessment Resolution No. 2023-04, reaffirming the District's Intent to continue to levy the Fire Suppression Assessment of 1987 and Supplemental Fire Suppression Assessment of 1993.

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**BACKGROUND:**

- The Fire District currently has two Fire Suppression Assessments: the first was established in 1987 (Fire Suppression Assessment) for \$52.00 per risk unit, and the second in 1993 (Supplemental Fire Suppression Assessments) for \$59.00 per risk unit.
- In order for assessments to continue, the Rodeo–Hercules Fire Protection District Board of Directors is required, annually, to adopt a resolution to continue to levy the Fire Suppression Assessment, and the Supplemental Fire Suppression Assessment on all real property in the Fire District.

**FISCAL IMPACT:**

If the board chooses not to adopt resolution 2023-04, Fire Suppression Assessment the Fire District would realize a budget shortfall of \$1,361,582 to its general fund revenues for fiscal year 2023-24.

**RECOMMENDATION:**

It is staff's recommendation that that the Board reaffirms levying, and collection of the Fire District Benefit Assessments, by the adoption of Resolution 2023-04.

Attachment:  
Resolution 2023-04.

**RESOLUTION NO. 2023-04**

**A RESOLUTION DECLARING INTENTION TO CONTINUE TO LEVY  
FIRE SUPPRESSION ASSESSMENTS AND SUPPLEMENTAL FIRE  
SUPPRESSION ASSESSMENT ON ALL PARCELS OF REAL PROPERTY  
FOR FISCAL YEAR 2023-24,  
FOR THE RODEO - HERCULES FIRE PROTECTION DISTRICT**

WHEREAS, The Rodeo Fire Protection District expanded to cover the City of Hercules in 1983 and formed the Rodeo Hercules Fire Protection District (the “Fire District”); and

WHEREAS, the mission of the Fire District is to provide fire protection and emergency response services throughout its boundaries; and

WHEREAS, the Rodeo - Hercules Fire Protection District is authorized, pursuant to the authority provided in California Government Code Section 50078 et seq. Article 3 of the California Constitution, to levy assessments within the meaning of Proposition 218; and

WHEREAS, assessments for fire protection and emergency services has been given the distinctive designations of the “Fire Suppression Assessment” and “Supplemental Fire Suppression Assessment” (“Assessment”), and is primarily described as encompassing the Fire District jurisdictional boundaries on all parcels of real property; and

WHEREAS, the Assessment was authorized by assessment ballot proceedings conducted in 1987 and then again in 1993, and approved by ballots returned by property owners, and such assessments were levied subsequently in each fiscal year by the Board of Directors of the Rodeo Hercules Fire Protection District; and

WHEREAS, the Fire Suppression assessment fees are not determined according to, nor in any manner based upon, the assessed value of property; this fee is based upon the improvements to said type of parcels and, the risk of fire attendant to such improvements and parcels; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE RODEO HERCULES FIRE DISTRICT AS FOLLOWS:

**Description of the Services.** Within the Assessment District, the proposed services and equipment to be funded by the assessments (“Services”) are generally described as including, but not limited to, obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; paying salaries, benefits and other compensation for firefighting and fire prevention personnel; training and administration of personnel performing said fire suppression, protection and emergency services; community

fire prevention education and fire inspection.

**Parcel.** The land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of the Contra Costa County.

**Description of Assessment District.** The Assessment District consists of the lots and parcels shown within the boundary map of the Assessment District on file with the Secretary of the Board, and reference is hereby made to such map for further particulars.

**Assessment Rate.** It is the intention of this Board to levy and collect assessments within the Assessment District for both the Fire Suppression Assessment and Supplemental Fire Suppression Assessment in the amount of \$111.00 per one risk factor. The maximum assessment is determined by multiplying the fee rates times the risk units for a particular use.

**Collection.** The assessment on each parcel may be directly billed to the property owner or will be billed on the secured roll tax bills for ad valorem property taxes and

That the foregoing Resolution No. 2023-04 was approved and adopted by the Board of Directors of the Rodeo Hercules Fire District at a regular meeting of said Board held on May 10, 2023, by the following voice vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Chairperson, Rodeo Hercules Fire District

\_\_\_\_\_  
Vice Chairperson to the Board

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

**Date:** May 10, 2023 regular Board meeting

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

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

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

**Subject:** Consulting Services Agreement with M.E.D. Enterprises Inc. to provide fire district analysis and options for protecting service levels

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## **RECOMMENDATION**

Adopt a Resolution authorizing the Fire Chief to execute a consulting services agreement with M.E.D. Enterprises Inc. to provide fire district analysis and options for protecting service levels for an amount not to exceed \$27,550.00.

## **DISCUSSION**

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

Fitch and Associates, LLC ("Fitch") submitted a detailed proposal that the Board accepted. Fitch completed its work, and the report was received by the District. Subsequent to receiving the report, the Board met with Michael Despain, a senior consultant to Fitch, to provide additional consulting services, which culminated in M.E.D. Enterprises Inc.'s proposal and the proposed contract that is the subject of this action.

A consulting services agreement with M.E.D. Enterprises Inc. is presented to the Board to assist with further analysis and options for protecting service levels. The specific tasks M.E.D. Enterprises will perform are described in the Agreement.

## **FISCAL IMPACT**

The total not to exceed amount of the contract will be \$27,550.00, which will be funded out of District general fund monies.

## **ATTACHMENTS**

- Consulting Services Agreement
- M.E.D. Enterprises Inc. Proposal for the Rodeo Hercules Fire District in an amount not to exceed \$27,550.00.

**Rodeo - Hercules Fire Protection District  
Resolution 2023-05**

**A Resolution of the Board of Directors for the Rodeo Hercules Fire Protection District Approving the Agreement between the District and M.E.D. Enterprises Inc. for Consulting Services.**

**WHEREAS**, the District desires to enter into a consulting services agreement for fire district analysis and options for protecting service levels with M.E.D. Enterprises Inc.

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

1. That the consulting services agreement (“Agreement”) with M.E.D. Enterprises Inc. to provide fire district analysis and options for protecting service levels in the amount of \$27,550.00, attached hereto and incorporated herein as Exhibit 1, is approved, and Interim Fire Chief Darren Johnson is authorized to execute the Agreement.
2. The District Board of Directors hereby authorizes the Interim Fire Chief to take any and all actions necessary to carry out the intent of this resolution.

Passed and adopted by the Board of Directors of the Rodeo-Hercules Fire Protection District at its regular meeting held on the 10th day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

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Kimberly Corcoran  
Clerk of the Board



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE RODEO HERCULES FIRE PROTECTION DISTRICT AND  
M.E.D. ENTERPRISES INC.**

**FOR  
FIRE DISTRICT ANALYSIS AND OPTIONS FOR PROTECTING SERVICE LEVELS**

THIS AGREEMENT for fire district services is made by and between the Rodeo Hercules Fire Protection District (“District”) and M.E.D. Enterprises, Inc. (“Consultant”) (together sometimes referred to as the “Parties”) as of May 11, 2023 (the “Effective Date”).

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on May 11, 2024, or the date of completion of the Scope of Work in Exhibit A whichever is later, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons. Consultant acknowledges and agrees that the persons named in its proposal, as described in Exhibit A, shall be assigned to the District’s engagement.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.
- 1.5 Reserved**

**Section 2. COMPENSATION.** District hereby agrees to pay Consultant a sum not to exceed twenty-seven thousand five hundred fifty dollars and no cents (\$27,550.00), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the

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

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

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

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

- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** District shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

**4.1 Workers' Compensation.**

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

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

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

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

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

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant .
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

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

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

#### **4.3 Professional Liability Insurance.**

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

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

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

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

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

#### **4.4 All Policies Requirements.**

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

- Terminate this Agreement.

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

**Section 6. STATUS OF CONSULTANT.**

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

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and



its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from District.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

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

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

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

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

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

- 8.4 Assignment and Subcontracting.** District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant . Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant .** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the reports, work papers and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant and charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

- 9.1 Records Created as Part of Consultant's Performance.** All reports, work papers, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents

evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3** **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4** **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7** **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place

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

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

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

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

Michael Despain  
President/CEO  
M.E.D. Enterprises Inc.  
3225 McLeod Dr., Suite 100  
Las Vegas, NV 89121

Any written notice to District shall be sent to:

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

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

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

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

**SIGNATURES ON FOLLOWING PAGE**

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

RODEO HERCULES FIRE DISTRICT

M.E.D. ENTERPRISES INC.

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

\_\_\_\_\_  
MICHAEL DESPAIN

Attest:

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

## EXHIBIT A

### SCOPE OF SERVICES

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

1) Page 2, (underlined language is added to existing): “Analyze current organizational systems and programs for any gaps, including gaps identified in Exhibit A, Administrative Responsibilities and Gap Analysis Matrix, and provide options, recommendations and cost estimates to the Board for narrowing any gaps, (aka Protecting Service Levels project), including the analysis of all reasonable proposed partners (Pros and Cons).”

2) Page 2, Add a seventh bullet to the SOW: “Provide consistent and reliable methods to generate revenue.”

3) Page 2, Under Project Deliverables, clarify first project deliverable description by adding: “Work to begin with SOW bullet number 1.”

4) Page 2, Under Project Deliverables, make second deliverable description read (underlined language added): “See list of proposed services above. Additional services to be performed as needed and only as directed by the Board.”

5) Page 3, Obligations of the Rodeo-Hercules, Fire District: The Board point of contact is the Strategic Plan Ad Hoc Committee.

**EXHIBIT B**  
**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**  
(Included in Exhibit A)



## EXHIBIT C

### INDEMNIFICATION

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

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

# **FIRE DISTRICT ANALYSIS AND OPTIONS FOR PROTECTING SERVICE LEVELS CONTRACT PROPOSAL**

**For Rodeo-Hercules Fire District (CA)**



## **OVERVIEW**

Micheal Despain, on behalf of M.E.D. Enterprises Inc., the Rodeo-Hercules Fire District for analyzing and evaluating strategies to preserve or enhance current service levels in relation to current and forecasted costs of providing services (Protecting Service Levels project). This proposal also includes a means by which we can provide any general administrative support to the agency in achieving key outcomes as outlined in their current strategic plan. This proposal provides a cost estimate for the Protecting Service Levels project at \$27,550 and any follow up administrative support at \$145 per hour.

## **OUR PROPOSAL**

The Rodeo Hercules Fire District (District) is facing many of the same challenges common within the national fire service, maintaining service levels with limited resources, diminishing discretionary funding, and increases in unfunded regulatory mandates, balanced against rapidly changing community and political expectations. One solution is to provide the Board of Directors (Board) and Fire Chief with access to a subject matter expert with a comprehensive body of work, a track record of outcome-based performance, and a strong professional reputation within the industry. This solution can aid the Board in making objective/data-driven decisions that can help moderate the pressures of public scrutiny. We believe this solution will also help provide moral support to the employees of the District who are deeply concerned about an uncertain future, as anyone would be in a similar situation.

We have provided consultation to hundreds of fire agencies over the years. We believe we can provide tremendous value to the District at a cost that is substantially lower than the risks and cost implications of ambiguity for the agency.

**Proposed Services**

- Analyze current organizational systems and programs for any gaps, and provide options, recommendations, and cost estimates to the Board for narrowing any gaps (aka Protecting Service Levels project).
- Aid the Board in developing and evaluating any Request for Proposals (RFP) related the Protecting Service Levels project.
- Aid the Board and Fire Chief in achieving key outcome measurements and supporting goals listed within the RHFD 2022-2027 strategic plan.
- Facilitate presentations to the public (town hall type meetings), as needed.
- Provide professional development presentations to officers, rank and file, support staff, etc., as needed.
- Provide Chief Fire Officer level administrative support to the Board and Fire Chief, as needed.

**Methods Employed**

We will be using a combination of remote and onsite work (estimated 80% remote). This will include potential meetings with representatives from adjacent agencies, community stakeholders, regulatory agencies (e.g., State Fire Marshal and County Assessors offices), and any other stakeholder that can provide key information for the benefit of the Board. Consultant will work singularly for the Board on this project to protect its best interests of that of the District.

**Project Deliverables**

Following is a list of tangible deliverables that will be provided during the contract period.

Deliverable	Description
Protecting Service Levels analysis	Analyze and evaluate strategies to preserve or enhance current service levels in relation to current and forecasted costs of providing services.
Provide Ad Hoc Administrative Assistance to the Agency	See list of proposed services above. Performed as needed and only as directed by the Board.

**Timetable**

Service is proposed to start on or around April 1, 2023 (exact date to be determined by the Board) and remain in effect for (1) year. Either party can terminate this agreement at any time with two weeks' notice.

Description	Start Date	End Date	Duration
Protecting Service Levels analysis	Upon contract execution	120 days after contract execution	120 days
Provide Ad Hoc Administrative Assistance to the Agency	Upon contract execution	1 Year after contract execution	Hourly as directed by the Board

## Resources and Obligations of the Rodeo-Hercules Fire District

The following materials are to be supplied by the Rodeo-Hercules Fire District for this project:

Materials to be supplied by the Rodeo-Hercules Fire District
Provide Micheal Despain a workspace with typical office support (access to the building, internet, copy machine, basic office supplies, parking).
Provide meeting space for any meetings held within the District.

Obligations of the Rodeo-Hercules Fire District
Provide Micheal Despain with a key representative to direct work and receive updates.
Key representatives will act on behalf of the majority direction of the Board in authorizing any work

## PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This is only an estimate of costs as the complexity of the analysis is somewhat determined on options that are available at the time. However, the agency can be charged as we go, so milestones can be evaluated every 30 days to adjust the scope of work as needed. Travel time is included in this estimate. Consultant is responsible for all travel related expenses (agency will not need to reimburse). The pricing is valid for 60 days from the date of this proposal:

Project Pricing	Price
Protecting Service Levels analysis (Est. 190 hours @ \$145)	<b>\$27,550.00</b>
Optional Hourly Pricing <small>(requires mutual agreement between Consultant and Board)</small>	
1 Year of Administrative Support	<b>\$145/hour</b>

# QUALIFICATIONS

Micheal Despain, on behalf of M.E.D. Enterprises Inc., is uniquely qualified to provide the services outlined in this proposal and would be the sole provider of these services. Here is a summary of qualifications:

- Over 38 years of Fire/EMS experience
  - Over 19 years as a chief fire officer
  - Over 14 years as peer assessor for the Center for Public Safety Excellence
  - Providing full-time fire chief or interim fire chief services since 2011
  - Authored or co-authored a number of publications on fire/EMS deployment, organizational assessment, organizational efficiency, risk assessment, risk reduction, data, marketing, and culture.
  - Accomplished speaker/presenter on fire service topics (League of California Cities, Fire Rescue International, IAFC Divisional conferences, Congressional Fire Services Institute, Fire Service Executive Development Institute, CPSE Excellence Conference, etc.)
  - Highly experienced with the provision of fire/EMS services in the State of California
- \*A more comprehensive resume will be included in the proposal*

# CLOSING REMARKS

It is our goal to provide value above and beyond the cost of the proposal to the agency and we have maintained this track record since 2011. In many cases, our new revenue sources, cost savings or cost avoidance recommendations resulted in savings many times the cost of the contract. Also, we take great pride in seeing agencies maintain their momentum towards excellence long after our contract is fulfilled. We are excited at the opportunity to work with the Board of Directors and Fire Chief, if selected.

Thank you for your consideration,

*Micheal Despain*  
President/CEO

M.E.D. Enterprises Inc.  
3225 McLeod Dr. Suite 100.  
Las Vegas, NV 89121  
(559) 999-1503

Item #	Strategic Recommendations 1 & 2	Fire Chief	Board Clerk	Admin Staff	Board	Firefighters	Captains	B.C.s	Fire Marshall	Contract Out
<b>Recommendation 1. Executive Staff and Administrative Support</b>										
1.01	Executive-level budget creation, monitoring and reporting. Long-term budget planning									
1.02	Point of contact for the Board, filling role of board clerk, and administrative support for Board									
1.03	Financial and reimbursement tasks, accounts receivable and payable									
1.04	IT and tech support, administrator for technology products used in the fire department									
1.05	Executive support for the fire chief with staff reports and budget support									
1.06	Website and social media administrator									
1.07	Public information officer									
1.08	Scheduling for public education events									
1.09	Labor agreements: negotiations, implementation and compliance									
1.10	Contract administrator									
1.11	Finance backup									
1.12	CallAC labor/management program support									
1.13	Grants writer									
1.14	Office management									
1.15	Workers Compensation program administration									
1.16	Strategic and long-term planning									
1.17	Point of contact for collaboration with county and local cities									
<b>Recommendation 2. Firefighters and Officers Support Services</b>										
2.01	Human resources including recruitment, hiring process, background, and daily staffing									
2.02	Fire Training Division support including the fire academy, certificate and training compliance administration									
2.03	Community risk reduction to include fire prevention, plan review, inspection program, vegetation management, Knox Boxes, code enforcement and investigations									
2.04	Professional Development, succession planning									
2.05	Privacy and infection control officer supporting EMS									
2.06	Facilities maintenance, planning and point of contact									
2.07	CalOSHA and other State and Federal mandated health and safety programs									
2.08	Professional licensure including EMT and Paramedic, and driver's license compliance									
2.09	Professional standards to include investigation and disciplinary function that comply with California Firefighters' Procedural Bill of Rights investigations									
2.10	Retirement agency and health benefits administration and support									
2.11	Behavioral wellness and mental health programs supporting all RHF members									
2.12	Health screening including annual physicals									
2.13	COVID and other infectious disease monitoring, training and compliance									

Checkmarks indicate the role(s) responsible for the item. **Green** check = being handled well currently. **Yellow** check = needs improvement. **Red** check = not being handled currently.

# RODEO-HERCULES FIRE PROTECTION DISTRICT

## MEMORANDUM

**Date:** May 10, 2023

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

**From:** Kimberly Corcoran, Administrative Services Officer

**Subject:** Recommended Approval and Adoption of Resolution No. 2023-06;  
Resolution of the Rodeo-Hercules Fire Protection District Authorizing  
Participation in and Approving the Amended and Restated Joint Exercise of  
Powers Agreement of the Fire Risk Management Services Joint Powers  
Authority

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The Fire Districts Association of California Employee Benefits Association (FDAC EBA) and Fire Agencies Self Insurance System (FASIS) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing eligible fire districts and public agencies that provide emergency services employee benefits coverage and worker's compensation to eligible fire districts in California.

At a Special Board of Directors meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

Board approval is required to continue participation in the benefit coverage program and adopt the amended JPA. The District currently participates in the Worker's Compensation portion of FASIS.

### **FISCAL IMPACT:**

According to the memo provided by FRMS, there should be a reduction in administrative and overhead costs.

### **RECOMMENDATION:**

Adopt Resolution No. 2023-06

### **ATTACHED:**

1. Resolution 2023-06
2. Amended and Restated Joint Powers Agreement of Fire Risk Management Services (formerly Fire Agencies Self Insurance Services (FASIS))
3. FRMS Facts FAQ

**RESOLUTION NO. 2023-06**

**RESOLUTION OF THE RODEO HERCULES FIRE PROTECTION DISTRICT AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF OWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY**

**WHEREAS**, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

**WHEREAS**, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

**WHEREAS**, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

**WHEREAS**, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

**WHEREAS**, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

**WHEREAS**, Rodeo Hercules Fire Protection District is a member of FASIS, and the Rodeo Hercules Fire Protection District Board of Directors of the Rodeo Hercules Fire Protection District finds it in the best interest of Rodeo Hercules Fire Protection District to continue participating in and obtaining coverage and risk management services from FASIS, which is changing its name to FRMS; and

**WHEREAS**, FRMS (formerly FASIS) requires the Rodeo Hercules Fire Protection District to pass a resolution expressing the desire and commitment of Rodeo Hercules Fire Protection District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

**NOW, THEREFORE, BE IT RESOLVED** that the Rodeo Hercules Fire Protection District Board of Directors of Rodeo Hercules Fire Protection District approves the Amended and Restated Joint



Exercise of Powers Agreement for FRMS, as presented; and

**BE IT FURTHER RESOLVED** that the Rodeo Hercules Fire Protection District Board of Directors authorizes the [EXECUTIVE OFFICER] to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Rodeo Hercules Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

THIS RESOLUTION DULY PASSED this 10th day of May, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

---



TO: FASIS Member Districts  
FROM: Jennifer Jobe, FASIS Executive Director  
DATE: March 2, 2023  
SUBJECT: **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly Fire Agencies Self Insurance Systems (FASIS))**

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The Fire Agencies Self Insurance System (FASIS) and Fire Districts Association of California Employment Benefits Association (FDAC EBA) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing workers' compensation and employee benefits coverage to eligible fire districts in California.

The FASIS and FDAC EBA Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the Fire Agencies Self Insurance System, Article 30:

*“This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the Member Districts signatory to it.”*

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FASIS only; or 2) members of both FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
2. Electronic Signature - Email: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
3. Electronic Signature - Acrobat Sign: electronically access the [Agreement](#), sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Colleen Morrison, FASIS Analyst  
c/o Sedgwick  
1750 Creekside Oaks Dr., Ste. 200  
Sacramento, CA 95833  
(916) 244-1199 – FAX  
[colleen.morrison@sedgwick.com](mailto:colleen.morrison@sedgwick.com)

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Colleen Morrison at (916) 244-1176 or [colleen.morrison@sedgwick.com](mailto:colleen.morrison@sedgwick.com).

Attachments:

1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
2. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS
3. Sample Resolution Authorizing Participation in Fire Risk Management Services – FASIS & FDAC EBA

**AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF FIRE RISK MANAGEMENT SERVICES  
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

**RECITALS**

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

## **SECTION 1: DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. “Retained Earnings” shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. “Risk Management” shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

**SECTION 2:**  
**FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS**

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers’ compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors (“Board”).

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority (“FDAC EBA”) to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.



**SECTION 3:  
PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

**SECTION 4:  
MEMBERSHIP**

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

**SECTION 5:**  
**PARTIES TO AGREEMENT**

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

**SECTION 6:**  
**TERM OF AGREEMENT**

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

**SECTION 7:**  
**POWERS OF FRMS**

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

**SECTION 8:**  
**BOARD OF DIRECTORS**

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

**SECTION 9:**  
**POWERS OF THE BOARD OF DIRECTORS**

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

**SECTION 10:**  
**OFFICERS**

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

**SECTION 11:**  
**RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

**SECTION 12:**  
**COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

**SECTION 13:**  
**BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

#### **SECTION 14: COVERAGE PROGRAMS**

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

#### **SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS**

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

#### **SECTION 16: ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

**SECTION 17:**  
**SERVICES PROVIDED BY FRMS**

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.



**SECTION 18:**  
**RESPONSIBILITIES OF MEMBERS**

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:  
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:  
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

**SECTION 21:  
EXPULSION**

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

**SECTION 22:  
EFFECT OF WITHDRAWAL OR EXPULSION**

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

**SECTION 23:  
TERMINATION OF FRMS AND DISTRIBUTION**

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

#### **SECTION 24: AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

#### **SECTION 25: ENFORCEMENT**

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

#### **SECTION 26: NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

**SECTION 27:**  
**NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,**  
**AGENTS AND EMPLOYEES**

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

**SECTION 28:**  
**INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES**

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

**SECTION 29:**  
**ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

**SECTION 30:**  
**MISCELLANEOUS PROVISIONS**

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

**SECTION 31:**  
**EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_  
(Agency Name)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title



### **History**

- Following years of informal discussions, an Advisory Committee comprised of Board Members from FDAC EBA and FASIS began meeting in 2019 to identify the most cost-effective method to merge the programs.
- The goal of the merger is to increase efficiencies, enhance member services, and provide overall administrative and fiscal savings.
- FRMS builds upon the combined 55 years of experience across approximately 210 CA fire districts under FDAC EBA and FASIS.

### **Purpose**

- Fire Risk Management Services (FRMS), effective July 1, 2023.
- FRMS will provide streamlined services to the fire service community by offering a multi-line risk-pool providing employee benefits and workers' compensation to eligible CA fire agencies.
- FRMS will become the "one-stop shop" for insurance coverage programs for the CA fire service community.
- FRMS will draw on its combined 55 years of experience to continue to provide stable rates, broad coverage, expanded benefits and services, and excellent customer service to its members.

### **Member Services**

- FRMS will provide comprehensive and cost-effective coverage programs to members of the CA fire service, retirees, and their families through a responsive risk pool. Coverage and Service Offerings include:
  - Workers' Compensation
  - Employee Benefits
- FRMS is a member-driven, member-directed risk sharing pool.
- FRMS provides a viable alternative to the commercial insurance market.
- FRMS works collaboratively to develop effective risk management programs to reduce losses.
- FRMS supports mental and physical health and wellness for firefighters and their families through life-long support and education.
- FRMS partners with the Fire Districts Association of California, California Fire Chiefs Association, and other allied entities.





## FAQ

1. What if a district is currently enrolled in one program but wants to enroll in another? What is required?

WC program is limited to fire and existing community services districts only. EB program is open to public agencies providing emergency services. If eligibility aligns, members may be considered in either program following existing established underwriting guidelines.

2. Will other program offerings be added to the employee health benefits and workers' compensation programs?

Ancillary programs that serve to benefit the greater membership will regularly be reviewed by staff and presented to the FRMS Board for consideration. The Boards have previously established as a long-term goal, an intent to add a property & liability coverage program.

3. Will we see cost reductions from this merger / consolidation?

By streamlining and sharing services previously delivered and administered by multiple service providers (program administration, legal counsel, financial and claim auditors, etc.), members of FRMS will recognize a reduction in administrative and overhead costs.



# STRATEGIC PLAN

2012



# Executive Summary

Rodeo Hercules Fire District

STRATEGIC PLAN 2012



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### **The 2012 strategic plan is the first long range planning document to be developed for the Rodeo Hercules Fire District.**

It was written by members of the District representing all ranks, labor and management, sworn and non-sworn.

This plan is intended to be a 5 year guide for the development of our District. It will serve to inform District members, policy makers and the public about our preparations for the future while at the same time serve as an integral part of fiscal planning.

This document will be reviewed on an annual basis and revised as required. It should be considered as part of the Fire District's appropriation justification during the budgetary process.

The Mission, Values and Vision of the District should be reviewed and revised, as necessary, to reflect the purpose and direction of the Rodeo Hercules Fire District for the next 5 years and beyond.

The plan provides historical information about the District and demographic details for the existing fire station response areas that currently serve the needs of the community.

This plan provides an overview of each of the three distinct functions: Administration, Operations and Fire Prevention. Specific goals are included for each functional area.

Between 2010 and 2012 the District sought out and received over \$500,000 in grant awards. The District will continue to apply for Local, State and Federal funds as they become available to offset the cost of firefighting personnel and equipment.

Contract and Mutual Aid Agreements with our Fire Service cooperators are detailed in the Appendices.

## MISSION STATEMENT

It is the mission of this organization to provide the highest level of service to the community; to mitigate the devastating effects of fires and other disasters; to deliver emergency medical services; to educate the public and maintain a constant state of readiness...

## CORE VALUES

### To that end we value:

Service to the Community

Public Trust

Professionalism

Educated Work Force

Compassion

Team Work

Safety, Health & Welfare of the Organization

# OFFICE of the Fire Chief

**I am pleased to present the 2012 Strategic Plan for the Rodeo Hercules Fire District.**

This document provides us with a road map for the next five years. It is a collaborative effort between labor and management with input from all ranks within the Fire District. Our agency is committed to a fresh perspective and



enterprising methods to meet future challenges. Our pledge is to improved services and processes.

In 2011 alone, our members responded to over 2000 calls for service, including fires, rescues, trauma and cardiac events. They also assisted in significant wildland incidents and other mutual aid calls, helping our neighbors in Western Contra Costa and Northern and Southern California.

In 2011 we signed a contract with the City of Pinole to oversee their fire-fighting operations. This arrangement is an example of our dedication to a public partnership that resulted in an efficient fire protection model. We are confident these efforts will serve us well in the future.

The Fire District participates in a geographic response area known as Battalion 7. This is a regional cooperative agreement between our agencies and Contra Costa County Fire Protection District. This resource sharing arrangement provides a 24 hour battalion chief and staffed fire stations to respond into Rodeo, Hercules, Pinole, El

Sobrante, San Pablo and North Richmond. We will continue to work with our community partners to provide the highest level of safety to the neighborhoods we proudly serve.

Our ongoing relationship with Conoco Phillips Refinery provides specialized training opportunities, equipment replacement and other subsidies. Their cooperation and assistance continues to be a shared benefit to all.

The District and the City of Pinole were awarded nearly \$1,000,000 in grants that allow us to develop and train personnel, make facility improvements, and continue our co-sharing agreement.

Additionally Alameda and Contra Costa counties are linking their public safety communication systems. This funding will help us make required improvements to *the interoperability and capability of our emergency radios.*

Our CERT (Community Emergency Response Team) program is a vigorous program led by dedicated local volunteers and continues to be a hallmark of success. Over 250 citizens received training in first aid, disaster preparedness, fire safety and crisis team organization. They stand ready to assist and support emergency operations.

I am encouraged and excited by the level of energy our highly motivated personnel have contributed to this strategic planning effort. It is a testimony to the long history of this fine organization and the men and women that have made lasting contributions to its continued success. We serve with ***Pride, Excellence and Professionalism.***

## FREQUENTLY Asked Questions:

- Q.** Does the Fire District provide paramedic service?
- A.** Yes. Through an agreement with Contra Costa County, each on duty fire company is staffed with one paramedic.
- Q.** Does the Fire District refill extinguishers?
- A.** You may drop off your fire extinguisher at the fire station and a certified technician will refill the extinguisher.
- Q.** If I have a fire can I get a copy of the incident report?
- A.** The Business Office can provide you with a copy of the report for a nominal fee.
- Q.** Does the Fire District have a hazard abatement program?
- A.** Yes. The Fire District works cooperatively with the City of Hercules and Contra Costa County to ensure that flammable vegetation is removed from around homes.
- Q.** Does the Fire District have volunteers?
- A.** Yes. The Fire District maintains a corps of reserve firefighters and a CERT program
- Q.** Does the Fire District provide blood pressure screening?
- A.** Yes. The Fire District provides blood pressure screening, CPR training and our partners the Pinole Fire Department will install Child Safety Seats.
- Q.** What is Christmas Coalition.
- A.** Community groups come together to help the local underprivileged during the holidays.

# RHFD History STRATEGIC PLAN 2012

**RODEO**—The Town of Rodeo was founded on the Ygnacio Martinez Rancho El Pinole estate in 1865 and was the home of the old Union Stockyard Company and the Rodeo-to-Vallejo Ferry. In 1896 the Union Oil Co. established a still in Rodeo that continues today as the Conoco Phillips San Francisco Refinery. In 1906 like many Greater Bay Communities, Rodeo was severely damaged by the “earthquake” and was rebuilt.

Rodeo was later referred to as Baseball Town, USA in honor of its legendary native son, and Hall of Fame pitcher, Lefty Gomez of the New York Yankees.

**FIRE DISTRICT**—The first Fire Chief was Mr. Frank Delmonte. He and his men fought fires with buckets of water. Chief Delmonte was succeeded by Chief Sam Kramer and later by Chief Tom Lewis who would lead the department with a hand-drawn hose cart.

In 1927, under Fire Chief E. Gomez, the original brick fire house on Third Street in Rodeo was constructed. The new fire house became a focal point for the all-volunteer fire department, the community, and many civic organizations. In 1937, the official Rodeo Fire District was formed. In 1946, the Board of Commissioners, led by then Fire Chief Lloyd Cooper, approved an order to have a firefighter on duty at all times, to give added protection to the community.

In 1965, Arthur Cooper became the first paid Fire Chief for the Rodeo Fire Protection District and the order was given to hire more full time staff.

Throughout the years, it has been the community; the Board of Directors; and the firefighters who have pulled together to support the Fire District. One example of community support given was when Mr. Ernie Van Alstyne organized a fund-raiser to purchase the District a Hurst “Jaws of Life” and the District received the life-saving device in October of 1976.

In the 1983 the District doubled its personnel, boundaries were expanded to cover the City of Hercules and the Rodeo Hercules Fire Protection District was created. In 1991, the City of Hercules built its first permanent fire station. In 2004 paramedic service was added and recently an agreement was reached with the City of Pinole for the Fire Chief to command both the Fire District and the Pinole Fire Department.

Today, RHFD serves an area of 32 sq. miles with a population of 34,000. The District protects an oil refinery, marine terminals, fuel pipelines, wildland interface, a large industrial park, two rail lines, and two major freeway corridors. It is governed by a five member Board of Directors, under §13800 of the CA Health & Safety Code.



**HERCULES**—In 1881, the Hercules Powder Plant opened and began producing dynamite. Hercules, the Greek mythological hero was chosen as the name of the product to demonstrate the strength of the dynamite. In December 1900 the town became incorporated and the name Hercules was the obvious choice. The first City Council passed ordinances to ensure the success of their products. In 1913 the plant added black powder to its production.

During World War II the Hercules Powder Co. was the third largest producer of explosives in the United States. Post war production turned to dynamite and fertilizer until the plant closed in 1977. The Pacific refinery opened in Hercules in 1960 and ceased refinery operations in 1995. In 1970 the total population was 21,000 and as of the 2010 census estimated to be 25,000. The Fire Dist. has been continuously providing fire protection to the City since 1983.

# RHFD Tomorrow

Rodeo Hercules Fire District

STRATEGIC PLAN 2012



A vision statement is an objective view of our current status, maps out an ideal future of the organization and defines progress through measurable goals and objectives

The Rodeo Hercules Fire District has a distinguished history that serves as the foundation for the future development of the organization. Progress will occur by addressing strategic challenges with innovative and effective solutions.

The communities served by the Fire District have experienced significant growth over the past two decades.

These population increases have resulted in 200% rise in emergency responses. These "traditional" responses include emergency medical, wildland and structure fires, technical rescues, hazardous material incidents, and public service calls.

Western Contra Costa County has also seen a large increase in number of homes built in the "urban interface".

Wildland fires in these areas pose a significant threat to our community and our citizens. These types of incidents also require a large scale commitment of equipment and personnel.

As we constructed our Strategic Plan, we have found that in addition to growth, there are several factors influencing the future direction of our Organization.

These relevant issues include: **Demographic Shifts, Economic/Financial, Governance, Legal & Regulatory Outlook, Industry Standards, Technology, Analysis of Service Delivery, Deployment Model, Employee Development/Succession Planning, and Contract Service Areas/Partnerships.**

These considerations provide us with the parameters to ensure that we are providing for our community needs well into the future.

## VISION STATEMENT

*It is the vision of this organization to provide leadership, promote change, build relationships and continuously seek improvement. We demand the highest performance from ourselves and strive to meet the expectations of our citizens. Through these efforts, our goal simply stated is to make the community a safer place.*

## BOARD OF DIRECTORS

Beth Bartke  
John Mills  
Manley Moulton  
Bill Prather  
Raemona Williams

# RHFD Tomorrow

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## KEY ISSUES Demographic Shifts

**The Rodeo Hercules Fire District has had a growth of nearly 18,000 residents since a second fire company was staffed in the City of Hercules.**

While the community of Rodeo has been relatively stable at 8700 inhabitants, the City of Hercules has had an increase in population and significant building activity since the year 2000. The current population of 25,000 is expected to increase to 27,500 by 2020. This is a 48% increase over a 20 year period. Trends in population show two specific increases:

**Aging Population:** There is a greater need for services for citizens over 65 years old. Three large senior living facilities are located within the Fire District and are heavily dependent on the services we provide. Many elderly citizens have limited mobility, making it necessary to have additional fire resources on scene more quickly for rescue and rapid fire suppression. Also, there is an increased need for emergency response to medical emergencies. Paramedic staffed engine companies provide a higher level of care for people with cardiac

problems, trauma, and strokes.

**Diverse Community:** There has been an increase in the number households in the Fire District where English is a second language. It is important that we ensure all of our citizens are familiar with the resources available to them. The Fire District utilizes a "Translator Service" to assist where communication is a concern. The Fire District participates in many community events in an effort to contact as many citizens as possible in our increasingly diverse community.

## KEY ISSUES

### Economic/Financial

Economic challenges and opportunities are an important factor in providing Fire District services. Some of these include:

- Establishing a revenue stream adequate to fund services
- Legal restrictions on the ability to raise additional revenue
- Budget reductions create impacts to service delivery
- Reliance on grant funding
- Decrease in property value and new construction
- Diversion of tax increments
- Employee costs
- Reimbursement for mutual aid response
- Fee based cost recovery programs
- Contracts for service

## KEY ISSUES Governance

The Rodeo Hercules Fire District is an independent Fire District organized under §13800 of the Health and Safety Code. Special districts are units of local government established by the residents of an area to provide some (focused) service not provided by the county or city.

In contrast to the broad constitutional and legal authority under which counties and cities operate, the authority of special districts is restricted to specifically enumerated powers and purposes. Special Districts have the corporate power and tax power but rarely the police power of municipalities or counties. The Rodeo Hercules Fire District is governed under Board of Directors/Administrator form.

# RHFD Tomorrow

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## KEY ISSUES Contract Service Areas/Partnerships

**To better serve the taxpayers in western Contra Costa County, local fire agencies have entered into a number of agreements to bolster limited services.**

The departments involved include Pinole Fire Department, Rodeo Hercules Fire District, Crockett-Carquinez Fire Department, Contra Costa County Fire Protection District and Richmond and El Cerrito Fire Departments.

These agreements generally serve one of two purposes: either sending the closest staffed apparatus or preventing a serious wildland/interface fire. They also curb border disputes in the time of emergency and provide required Incident Command System (ICS) positions on fires and other prolonged events.

Additionally, each community has target hazards (hi-rise, refinery, marine terminal, vegetation, manufacturing, etc...) that they cannot handle with their existing resources. Without help, control efforts are dangerous and futile.

As an extension of the California Master Mutual Aid Agreement, these arrangements are prudent

methods to aid communities in difficult times.

The City of Pinole (Administered by the Fire Chief) provides fire and rescue services for the Tara Hills, Bayview, Montara Bay and the Alhambra Valley corridor (formerly the Pinole Fire District). This is a cooperative agreement with the Contra Costa County Fire Protection District (CON Fire).

The District provides fire and rescue services to CON Fire and CAL Fire along the Highway 4 Corridor including unincorporated Martinez through a series of automatic aid and mutual threat zone agreements.

As previously stated, the Fire District is dispatched by Contra Costa County Regional Fire Communications Center, we also provide 24 hour battalion coverage along with CON Fire and the City of Pinole and share a Fire Chief and Administration with the City of Pinole.

CON Fire, Pinole and RHFD Fire train together on a scheduled monthly basis. Station 76 in Hercules serves as the Training Center for Battalion 7.

## KEY ISSUES

### Succession Planning

**Succession planning is the process of developing personnel in order to fill key leadership positions in the organization.**

Employee development increases the pool of experienced and capable employees and prepares them to advance as promotions and roles as become available.

In smaller organizations, with limited advancement, it is critical to develop personnel within their existing roles. This serves the purpose of supporting personal growth, meeting organizational needs and providing opportunities for employees to make meaningful contributions.

Some of the areas the Fire District is committed to include:

- Defining competencies
- Conducting state certified programs on site
- Long-term acting positions
- Program Management
- Grant Management
- Project Management
- Mentoring
- Mutual Aid Assignments
- Specialized Training
- Public Presentations



# RHFD Administration

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## GENERAL Duties

**The Administrative Services Officer provides support for Management, Operations and Prevention while serving as Clerk of the Board. Duties and responsibilities include:**

Receiving/handling public inquiries; providing Fire District & Fire Department counter/phone support each business day.

Processing human resource records, ID Cards, Personnel Action Forms & employee documents.

Scheduling employment interviews, background investigations, applications & screening; candidates background package review, coordinating polygraph, psychological and physical testing; monitoring progress of recruiting & coordinating offers and start dates.

Editing/issuing Personnel bulletins and SOPs & maintaining District and City of Pinole forms.

Communicating with City & County departments such as Board of Supervisors, City Council (s) Human Resources, EBMUD, Sheriff/Police, East Bay Parks District & Finance/General Services.

## FISCAL Responsibilities

**The importance of balancing services while following financially responsible and legally mandated requirements cannot be overstated. This area covers:**

Following Generally Accepted Accounting Principles and assigning revenue and expenditures to specific recognized categories.

Coordinating the annual budget process, budget forecasting, reviewing budget requests & monthly analysis and updates.

Working with the Fire Chief to develop the Fire District and Pinole Fire Department Operating Budget (s).

Processing all contract and purchase requisitions, payment requests and billing; Oversight of revenue, annual fire and miscellaneous permits.

Employee time card input.

Cost recovery for vehicle accidents, hazardous materials incidents, interagency agreements and course delivery contracts.

Credit card approvals, purchase review and maintaining and distributing petty cash per policy.

## LEGAL Requirements

**Administrative legal requirements include:**

Noticing of public meeting record keeping of Fire District Board actions and activities Brown Act and Fair Political Practice requirements and following election statutes.

Preparing board packets in advance of scheduled meetings

Processing subpoenas, liens and legal document requests workers' compensation and accident reporting.

Maintaining records of all contracts and agreements with the District, outside agency consultants, and other fire districts.

Analyzing data to ensure compliance with existing labor agreement and current Memorandum of Understanding.

Interpreting annual General Accounting Standards Board requirements and scheduling assets depreciation rates.

CA State Controller reporting and preparation of Local Government Compensation Report.

Managing LAIF (Local Agency Investment Fund) and OPEB

Annual levy setting.

Annual audit preparation.

Capturing data, incident statistics & ensuring National Fire Incident Reporting System input is accurate and timely.

# RHFD Tomorrow

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## KEY ISSUES

### Industry Standards

In the absence of existing laws, regulation or statutes, fire agencies are compelled to rely on recognized consensus for guidance:

- ISO (Insurance Services Office): Sets insurance rates for communities based on formulas including : staffing , apparatus, water systems, training, response times, and equipment.
- NFPA (National Fire Protection Association): This organization sets national standards for fire agencies including:
  - NFPA 1001 Firefighter Professional Qualifications
  - NFPA 1021 Fire Officer Professional Qualifications
  - NFPA 1500 Fire Department Occupational Safety and Health Program
  - NFPA 1581 Fire Department Infection Control Program
  - NFPA 471 Responding to Hazardous Material Incidents
  - ANSI (American National Standards Institute) SCBA

## KEY ISSUES Legal/Regulatory Outlook

There are several laws, regulations, and standards that determine the minimum requirements the District must maintain in order to sustain operations, training, administration, and prevention. These include:

### Federal

- OSHA 29 CFR Section 1910: Regulations on training and responses to hazardous material incidents; includes respiratory protection requirements to meet the "Two In/Two Out" regulation
- Office of Homeland Security: Requirements for Emergency Response to Terrorism and Weapons of Mass Destruction training for first responders
- Sara Title III /CERCLA - Community Right-to-Know Act & HAZMAT response, clean up and disposal
- Title VII - Civil Rights Act of 1964 requires employers not to discriminate and to eliminate the presence of past discrimination
- American with Disabilities Act: Requirements of reasonable accommodation

### State

- California Fire Codes: The Fire District, along with all agencies in Contra Costa County, has adopted these codes. The State Fire Marshal's Office defers many of the regulation enforcement to local agencies.

- Essential Services Building Act (Section 16000 - 16023 Health & Safety Code): Requires minimum earthquake standards for essential buildings such as fire stations

- Emergency Medical Services Authority (Title 22) Minimum requirements for emergency medical certifications

- Health & Safety Programs (SB198)/ Injury and Illness Prevention Program (Title 8 CCR: 3203) Requirements for employers to establish and maintain this program

- SEMS/NIMS: Requires use of the Incident Command System

- Labor Code sections 4553 and 4553.1: Willful misconduct of employers regarding safety regulations

## KEY ISSUES Technology

**Interoperability/Consolidated Dispatch:** Most of Contra Costa's Fire and EMS resources are dispatched through a single PSAP (Public Safety Answering Point).

**EBRCS** Regional Communications System between Contra Costa and Alameda Counties. The system will allow interoperable voice communications that will improve public safety services under emergency situations.

**MDC** (Mobile Data Computer) and **AVL** (Advanced Vehicle Locator): Located on each apparatus to ensure efficient and accurate response.

**RMS** (Record Management System) Data collection for incident reporting, training, & record keeping.

**SCBA** (Self Contained Breathing Apparatus) and **PASS** (Personal Alarm Safety Systems) devices: Integrated system to alert crews of downed firefighters.

**TIC** (Thermal Imaging Cameras): Cameras that use infrared technology in smoky or dark conditions to find victims and fires in hidden spaces.

# RHFD Tomorrow

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## KEY ISSUES Analysis of Service Delivery

**The Rodeo Hercules Fire District responds to emergencies based on recognized procedures for consequence management.**

An incident such as a vehicle fire or medical aid would warrant a response from one fire engine, whereas a traffic collision on a freeway dispatches three units and a structure fire sends four engines, a ladder truck and two battalion chiefs.

Incident types are preprogrammed into the CAD system and the dispatch matrix recommends the closest due units from the Fire District and surrounding jurisdictions. This includes fire engines and aerial ladder trucks as well as specialty apparatus such as the Hazardous Materials Response Team, Helicopters or Swift Water Rescue personnel and equipment.

Growth of the City of Hercules and the economic downturn have had a significant effect on the ability of this agency to "go it alone". The overall increase in demand for service continues to compromise the ability of the Fire District to meet desired emergency response outcomes. The

situation will gradually worsen as any further degradation of capability occurs. Future annexations, buildout and infill projections outlined in the General Plan will likely compound the problem. The Rodeo Hercules Fire District, through a layering of automatic and mutual aid agreements, has an excellent record in preventing large loss fires through quick fire response.

Case histories in western Contra Costa County, point to the importance of response times in saving lives and property. Recent studies show how quickly a fire can spread with catastrophic results unless it is quickly extinguished. This is due in part to balloon frame buildings, older post war bungalows with flat roofs and barred horizontal openings, modern lightweight engineered construction methods and the fuel loading created by personal possessions.

It has also been documented that immediate medical attention by first responder paramedics can be lifesaving when seconds count.

## KEY ISSUES

### Deployment Model

Fire Stations in the Rodeo Hercules Fire District were deployed along settlement lines, on the basis of presumed need, obligation or by using one or more of several accepted methods of quantitative analysis.

Authorities used existing or previously existing instruments recommended by the National Fire Protection Association (NFPA), Insurance Services Organization (ISO), International City Managers Association (ICMA), and the Pacific Rating Bureau (predecessor of ISO).

The current fire station locations were based on distance rather than response times. Due to the relative size of the communities, the perceived threat from heavy industry and the proximity to town centers, no mathematical model was used to optimize fire station locations. Available property, transportation networks, topographic features and funding sources contributed toward the final decision.

Historical regression continues to be the primary analytic tool for determining fire department response performance. A 20 year decomposition analysis of annual run volume will likely show demand for service increased in the Fire District.

That trend is predicted to continue for some time.

# RHFD Operations

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## SUPPRESSION Duties

**The Operations Division has primary responsibility for responding to emergencies and urgent calls for help from the public. Services provided include:**

Extinguishing fires, providing emergency medical care, minimizing the effects of leaks or spills of hazardous materials, rescuing trapped persons from traffic collisions, industrial accidents, collapsed structures, or floods or swiftly moving water, dealing with the hazards of refinery events, power lines or gas leaks and providing special assistance, in lock-out situations or animal rescues.

Personnel also present fire safety and emergency preparedness programs, perform fire safety inspections, maintain fire apparatus and facilities and train to proficiency levels.

Most employees, apparatus and equipment are assigned to Operations. There are a total of 19 line personnel including: 1 Battalion Chief, 6 Captains, 6 Engineers and 6 firefighters, working on one of three platoons. Each are assigned to one of two (2) fire companies located in Rodeo and Hercules.

## TRAINING

### Roles/Responsibilities

**The Fire District has responsibility for coordinating or providing all training related to the emergency services delivered by the Operations Division.**

This ranges from the initial training of newly hired firefighters and reserves, to on-the-job training and continuing education for company personnel, to the provision of specialized training to members such as incident command, wildland fire behavior, supervisory management, oil fire-fighting, hazardous materials and urban search and rescue.

A significant amount of the training for the department takes place at Fire Station 76, the designated Battalion 7 Training Center. This facility consists of a four-story drill tower, burn trailer, two temporary buildings housing a classroom, fitness equipment, storage as well as numerous training props.

The Rodeo Hercules Fire District CERT (Community Emergency Response Team) also trains new members and performs skills maintenance at the training site.

## EMS

### Service/CQI

**The goal of Prehospital Care is to save lives, deliver quality emergency service and adhere to best practices.**

Contra Costa County EMS participants include: Ambulance providers, law enforcement, fire agencies, helicopter providers, hospitals, continuing education institutions and EMT training programs.

Contra Costa County Regional Fire Communications Center provides EMD (Enhanced Medical Dispatching) on 911 calls which allowing tiered response.

In 2004 the Rodeo Hercules Fire District implemented a paramedic program to serve the citizens of Rodeo and Hercules.

Advanced Life Support is performed by Paramedics and supported by Emergency Medical Technicians assigned to each fire company.

Management and coordination of the Fire Districts paramedic program is the responsibility of a CQI coordinator.

Federal, state and local laws and statutes govern the provision of emergency medical services: The California Emergency Medical Service Agency regulates patient care requirements under Title 22 CCR.

By agreement the Fire District receives a subsidy from Contra Costa County Health Services to provide paramedics.

# RHFD Operations

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## APPARATUS

**Reliable apparatus is essential for the effective delivery of emergency service.**

The current fleet is designed in accordance with NFPA at the time of manufacture. The newest apparatus is 6 years old and the oldest reserve piece is 22 years old.

Due to budget constraints, the fleet replacement program relied upon developer impact fees (DIF), grants and private subsidies. Preventative maintenance, testing and repair requires on-duty firefighters to maintain the fleet as required.

Best practices for repair, trouble shooting and preventative maintenance are unique to fire apparatus as compared to on-highway trucks. Increased downtime, cold starts, increased speed with intense acceleration and braking are among the differences.

The goal of any program is to minimize downtime for a smooth flow at a repair facility. Repairs are generally categorized as Urgent, High, Low and scheduled maintenance.

The District has made efforts to standardize apparatus models and is in the process of downsizing the existing fleet.

Replacement interval schedule for apparatus and support vehicles is generally based around industry practices and the Districts' ability to pay.

## FACILITIES

**Fire Stations serve a critical role in localizing emergency response capability.**

The Fire District responds to emergencies in the communities of Hercules, Rodeo and the San Francisco Refinery. Fire Station 75 (Rodeo) and Fire Station 76 (Hercules) serve residences business and institutions as well as neighboring communities through established mutual aid agreements.

Fire Station 75 was originally designed in 1927 and has had one significant renovation. Fire Station 76 (owned by the City of Hercules) was dedicated in 1991. Though functional they do not meet current "essential services" and "best practices and design" standards.

Attached to Fire Station 76 is a modular training classroom, fitness and storage area. The grounds of Station 76 are utilized to house a mobile training tower, firefighting live burn trailer and fire prevention safety house.

Most recently each Fire Station is being upgraded with solar panels and other energy efficient features to reduce power costs.

## EQUIPMENT

**The District staffs two dedicated paramedic fire companies and cross-staffs various specialty apparatus.**

Each of the vehicles has a standard inventory of equipment that mirrors other agencies within west Contra Costa County. District apparatus are typed according to function by FIRESCOPE and are consistent with National Fire Protection Association (NFPA), Incident Command System (ICS) and National Incident Management System (NIMS) standards.

The Fire District does not maintain a large inventory of equipment, other than what is carried on apparatus. The major source of funding for firefighting equipment has been federal or state funding or local augmentation (Conoco Phillips, Measure H).

Some of various types of necessary equipment includes: heavy hydraulics extrication devices, advanced life support supplies, large diameter supply line, hose, ladders, nozzles, rescue rope, litters, fire suppressive foam, chain saws, salvage covers, axes, mcleods, pike poles, turnout gear, and self contained breathing apparatus.

# RHFD Prevention

Rodeo Hercules Fire District STRATEGIC PLAN 2012



## COMPANY Inspections/Education

**Each Fire Company is assigned a fire prevention inspection workload and public education responsibilities**

A well organized fire prevention program is an effective deterrent to fires with all too often tragic consequences. Fire prevention inspections are a critical non-firefighting activity

The goal of a fire agency is to minimize the loss of life and property from fire by controlling or eliminating hazardous conditions, before a fire occurs.

Company inspection programs educate occupants in ways to mitigate hazards, reduce risks, evacuate safely, and develop and maintain good housekeeping practices. In addition, fire companies are able to develop preplans and site specific standard operating procedures with advance knowledge of the individual buildings and inherent hazards.

Saving lives through public outreach and building trust in the business community are essential to the success of the Fire District in providing the "highest level of service to the community.

## CODE

### Compliance/Enforcement

**The Fire District has responsibility for maintaining safety in the community by investigating fires, ensuring compliance with existing codes and ordinances and enforcing laws where necessary**

Due to vacancies in the Fire Prevention Division, the Fire District currently relies on Contra Costa County Fire Protection District and CAL Fire for fire cause investigation.

Code compliance and enforcement is performed by veteran fire inspectors that are currently on contract to the Fire District.

The Fire District administers a permit program for certain occupancies and hazardous processes as provided for in the adopted Fire Code. These facilities are inspected on a regular basis to verify compliance with required conditions of occupancy.

Fire inspectors evaluate violations and attempt to achieve voluntary compliance of fire and life safety code requirements and to maintain the safety of occupancies.

## PLAN REVIEW

The purpose of Plan Review is ensure a coordinated process for the review of projects, plans and conditions of approval.

Fire Inspectors review new construction and tenant improvement applications every year for compliance with applicable federal, state and local codes.

They also conduct inspections of permitted projects to verify compliance with approved plans and provide consultation to owners, builders, design professionals and other fire officials on projects during the pre-design phase of a project.

Plan reviews include reviewing plans for Fire Alarm and Sprinkler systems, Fire Hydrant Systems and Hydraulic Calculations, Hazardous Materials Use and Storage, Spray Booths, High-Piled Combustible Storage systems and other Fire Code permitted systems and operations

Built-in fire protection like automatic sprinkler systems preserve not only the structure but fixtures, finishes, furnishings, artwork and other irreplaceable personal belongings. They also warn and protect occupants and firefighters and ensure a better chance of survival.

When alarm systems and automatic sprinklers are installed and operating, replacement and firefighting costs are reduced; there is greater safety and a direct economic benefit.



## ACCOMPLISHMENTS

**During 2010-2011, the Fire District made significant strides towards financial stabilization and additional revenue enhancements. Additionally a major effort was put forth to provide training opportunities, improve employee relations and enhance community outreach. Some of these were:**

2010 Annual Report

Contract with the City of Pinole for Fire Chief and Administrative Services

Delivery and completion of the California State Fire Marshal's Office Chief Officer Certification

Condition of Approval #84 for improvements to the San Francisco Refinery modified to include the purchase of a "rescue pumper" to better serve the community

Six community meetings centered on the fiscal condition of the Fire District

Adoption of the California Fire Code and Fee Structure

Modification of Fire Stations to reduce energy costs by 50%

Construction of vertical ventilation prop with donated materials

Completion of a comprehensive Fleet Management Study and introduction of best practices for preventive maintenance

Successful recipient of Assistance to Firefighters grant for full replacement of Fire District mobile and portable radios

Continued Community Emergency Response Team (CERT) training and disaster simulation

Fire Prevention Week Open House

Continued support and participation in the Christmas Coalition

Blood pressure screenings for senior citizens

Fire and life safety inspections

Oil fire training school

Contract concessions resulting in current and future cost savings

Promotions

Participation in Master Mutual Aid to Southern California

Member of Battalion 7; Fire District units responded to significant incidents in Rodeo, Hercules, Rural Martinez, Pinole, Tara Hills, San Pablo, El Sobrante and North Richmond

## GOALS

**Each Division within the Fire District has specific goals that were developed with input from all members of the organization. These include:**

### Administration:

2012—Ballot Initiative, Election

2013—Balanced Budget

2014—Migration to and Implementation of a Comprehensive Annual Financial Report (CAFR), Election

2015—Review and replacement of information technology equipment; RMS and Telestaff

2016—Succession Plan, Election

### Operations

2012—Fire Station Master Plan, Deployment Analysis, Truck Academy, Promotional Examinations

2013—Recruit Academy, Vehicle Replacement Program

2014—Promotional Examinations, Non-Resident Reserve Program, Firefighter Careers Academy

2015—PPE Replacement

2016—Succession Plan, Construction of New Fire Station

### Prevention

2012—Maintain Program

2013—Hire Prevention Staff

2014—New Fire Code Adoption

2015—Investigation Training

2016—Succession Plan

# RHFD Appendices

Rodeo Hercules Fire District

STRATEGIC PLAN 2012



## CONTRACTS AND MUTUAL AID AGREEMENTS

**INTERAGENCY DISPATCH AGREEMENT** Service Contract that allows the Rodeo Hercules Fire District to receive 9-1-1 resource dispatching from the Contra Costa Regional Fire Communications Center in order to mitigate calls for service.

**COOPERATIVE AGREEMENT FOR BATTALION 7 OPERATIONS** Since September of 2000, the Rodeo Hercules Fire District, the Pinole Fire Department and the Contra Costa Fire Protection District have equally provided shared battalion chief coverage in areas protected by the three (3) agencies.

### **AGREEMENT FOR CONTRACT FIRE CHIEF AND ADMINISTRATIVE SERVICES**

The City of Pinole compensates the Rodeo Hercules Fire District for management, operations and administration of the Pinole Fire Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN CAL FIRE & THE RODEO HERCULES FIRE DISTRICT** Establishes procedures and responsibilities for the use of CAL FIRE resources for fire suppression and related emergencies

**AGREEMENT FOR THE PROVISION OF EMERGENCY RESPONSE SERVICES – SAN FRANCISCO REFINERY (RODEO)** The District responds to emergencies at the refinery and works cooperatively with their personnel.

**CONTRA COSTA COUNTY FIRE SERVICE MUTUAL AID AGREEMENT** To ensure orderly and coordinated use of resources when requested.

**AGREEMENT FOR AUTOMATIC MUTUAL FIRE PROTECTION RESPONSE** Boundary arrangement between the Rodeo Hercules Fire District and the City of Pinole for automatic response into either jurisdiction.

**AGREEMENT FOR AUTOMATIC MUTUAL FIRE PROTECTION RESPONSE** Boundary arrangement between the Rodeo Hercules Fire District and the Crockett Carquinez Fire District for automatic response into either jurisdiction.

## MUTUAL AID

California's Mutual Aid Planning is based on a statewide system of mutual aid. Each local jurisdiction relies first on its own resources, then calls for assistance.

*"We will all of us, upon hearing of Fire breaking out at or near any of our Dwelling Houses, immediately repair to the same with all our Buckets and Bagg, and there employ our best Endeavours to preserve the Goods and Effects of such of us as shall be in Danger..."*

*Benjamin Franklin*

*"render mutual aid and protection to one another, unite to defeat the intentions of the evil-minded, obey the military and civil authorities and your tears will cease to flow..."*

**War and Peace**







# RODEO HERCULES FIRE DISTRICT

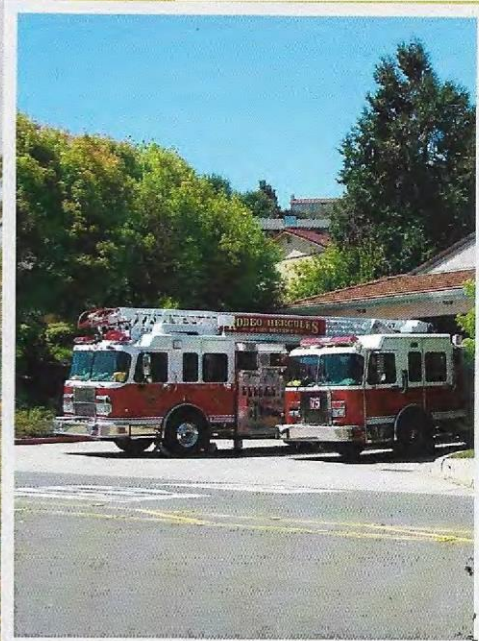
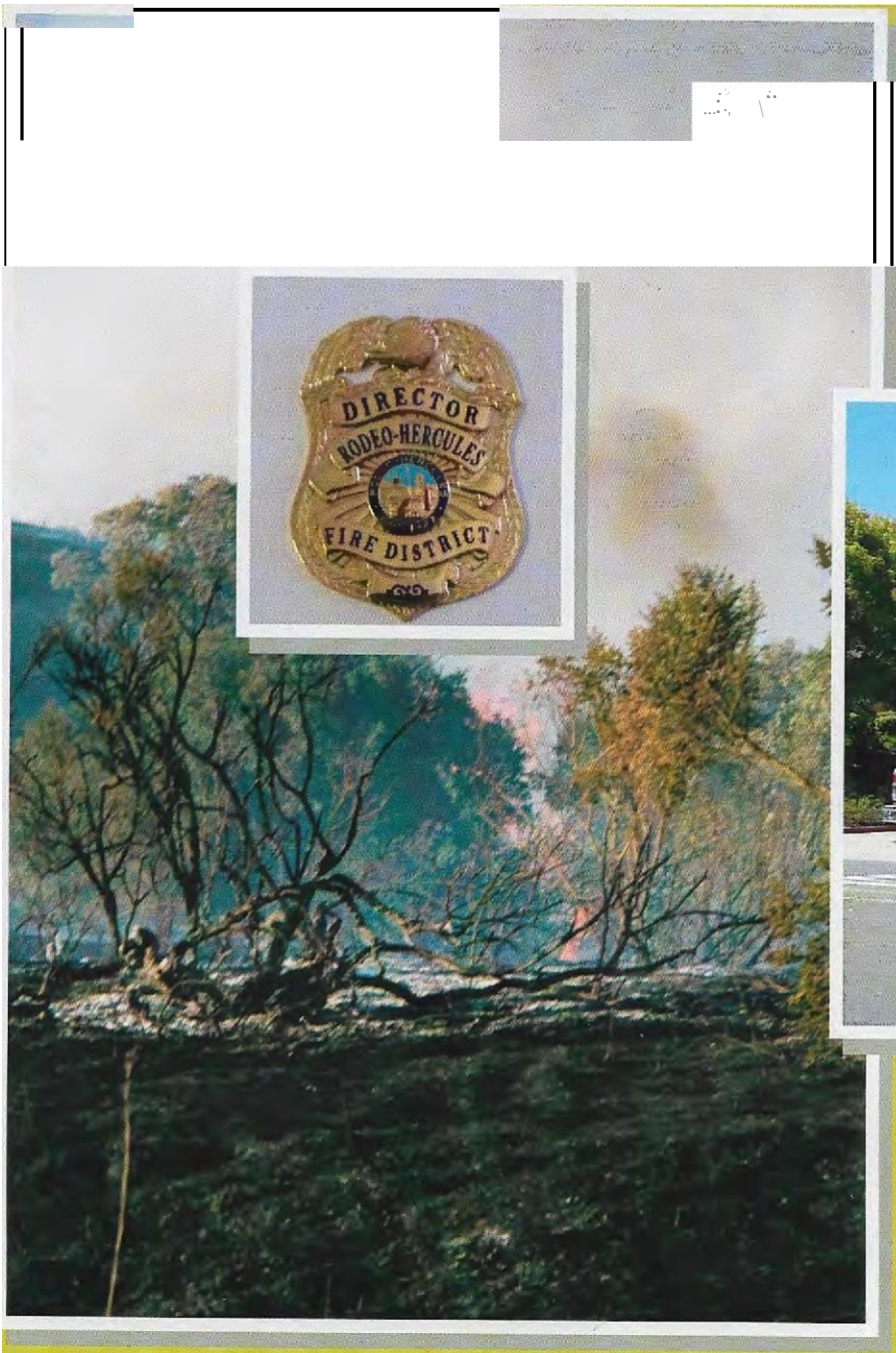
## BUSINESS PLAN

### MISSION

### VALUES

### GOALS

- Administration
- Operations
- Prevention
- Focus Areas
- Strategic Initiatives



**2012-2016**

# VISION

*It is the vision of this organization to provide leadership, promote change, build relationships and continuously seek improvement. We demand the highest performance from ourselves and strive to meet the expectations of our citizens. Through these efforts, our goal simply stated is to make the community a safer place.*



RODEO HERCULES FIRE DISTRICT



# RODEO HERCULES FIRE DISTRICT

## BUSINESS PLAN

### TABLE OF CONTENTS

#### MISSION, VALUES, GOALS

##### **Focus Area 2012: Administration, Operations, Prevention**

- Initiative (Goal) - Ballot Measure & Board Election
- Initiative (Goal) - Fire Station Master Plan
- Initiative (Goal) - Deployment Analysis
- Initiative (Goal) - Truck Academy
- Initiative (Goal) - Promotional Examinations
- Initiative (Goal) - Prevention Program Maintenance

##### **Focus Area 2013: Administration, Operations, Prevention**

- Initiative (Goal) - Balanced Budget
- Initiative (Goal) - Ballor Measure
- Initiative (Goal) - Recruit Academy
- Initiative (Goal) - Vehicle Replacement Program
- Initiative (Goal) - Hire Fire Prevention Staff

##### **Focus Area 2014: Administration, Operations, Prevention**

- Initiative (Goal) - Migration to CAFR
- Initiative (Goal) - Election
- Initiative (Goal) - Promotional Examinations
- Initiative (Goal) - Non-Resident Reserve Program
- Initiative (Goal) - Firefighter Careers Academy
- Initiative (Goal) - Fire Code Adoption

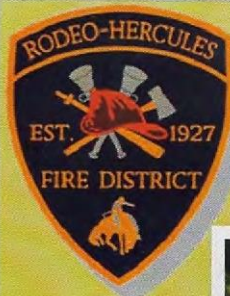
##### **Focus Area 2015: Administration, Operations, Prevention**

- Initiative (Goal) - Re ew/Replacement of Information Technology Equipment
- Initiative (Goal) - Implementation of RMS and Telestaff
- Initiative (Goal) - Personal Protective Equipment (PPE) Replacement
- Initiative (Goal) - Investigation Training

##### **Focus Area 2016: Administration, Operations, Prevention**

- Initiative (Goal) - Succession Plan
- Initiative (Goal) - Promotional Examinations
- Initiative (Goal) - Election
- Initiative (Goal) - Begin Construction of New Fire Station





# RODEO HERCULES FIRE DISTRICT



## MISSION STATEMENT

It is the mission of this organization to provide the highest level of service to the community; to mitigate the devastating effects of fires and other disasters; to deliver emergency medical services; to educate the public and maintain a constant state of readiness....

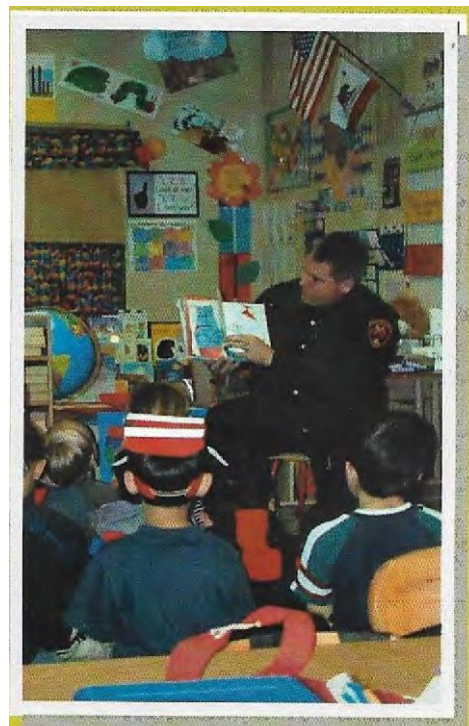
**THE RODEO HERCULES FIRE DISTRICT  
DELIVERS SERVICE TO OVER 35,000  
PEOPLE IN THE COMMUNITIES OF RODEO,  
HERCULES AND UNINCORPORATED  
CONTRA COSTA COUNTY**

## VALUES

### To that end we value

- Service to the community
- Public Trust
- Professionalism
- Educated Work Force
- Compassion
- Team Work
- Safety, Health & Welfare of the Organization

**THROUGH A CONTRACT WITH THE CITY  
OF PINOLE, THE FIRE DISTRICT  
PROVIDES FIRE CHIEF AND  
ADMINISTRATIVE SERVICES TO THE  
PINOLE FIRE DEPARTMENT**



### STRATEGY 2012.1 BALLOT MEASURE

Develop full text, staff report, argument, resolution & ordinance for a revenue measure to create fiscal stability for the organization and ensure the Fire District will continue to operate two fully staffed fire companies designed to meet the needs of the community.

**RESPONSIBLE: FIRE CHIEF, CONSULTANT, GENERAL COUNSEL, ADMINISTRATIVE SERVICES OFFICER, BOARD CHAIR**

**COMPLETION: JULY 20 12**

**PRIORITY: HIGH**



### STRATEGY 2012.2 WORKSHOP

Develop options, PowerPoint presentation, community outreach mailer and frequently asked questions (FAQs) for a Board of Directors workshop specifically intended to review revenue options available to the Fire District in 2012-13.

**RESPONSIBLE: FIRE CHIEF, CONSULTANT, GENERAL COUNSEL, ADMINISTRATIVE SERVICES OFFICER,**

**COMPLETION: JULY 2012**

**PRIORITY: HIGH**



### STRATEGY 2012.3 BOARD ELECTION

Distribute election requirements, monitor Board of Directors and Fire District responsibilities, develop resolution and request consolidation with 2012 General Election

**RESPONSIBLE: FIRE CHIEF, GENERAL COUNSEL, ADMINISTRATIVE SERVICES OFFICER,**

**COMPLETION: NOVEMBER 2012**

**PRIORITY: HIGH**



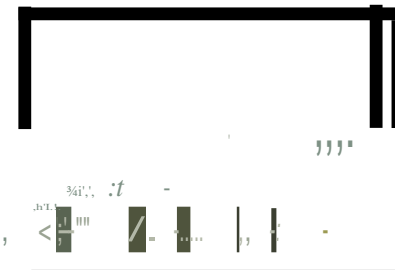
### STRATEGY 2012.4 MASTER PLAN

Perform a needs assessment, determine service requirements, establish proposed improvements, create Cost Benefit Analysis, identify projected future maintenance and establish a Capital Improvement Program.

**RESPONSIBLE: FIRE CHIEF, CONSULTANT, ADMINISTRATIVE SERVICES OFFICER, 8A ATTALION CHIEF**

**COMPLETION: JUNE 2013**

**PRIORITY: HIGH**



### STRATEGY 2012.5 DEPLOYMENT ANALYSIS

Designate a program manager, identify critical tasks, measure historical emergency response patterns and establish performance measures within the designated boundaries of the Fire District to provide a means for decision makers to assess response effectiveness and determine optimal locations.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, ADMINISTRATIVE SERVICES OFFICER**  
**COMPLETION: DECEMBER 2013**  
**PRIORITY! HIGH**



### STRATEGY 2012.6 TRUCK ACADEMY

Develop an instructor cadre, lesson plans, training material, props, student behavioral outcomes and deliver a comprehensive battalion wide truck academy including essential tasks, primary functions, support functions and effective use of tools and apparatus.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF**  
**COMPLETION: JUNE 20 13**  
**PRIORITY: HIGH**



### STRATEGY 2012.7 PROMOTIONAL EXAMS

Conduct examinations for the following positions: Battalion Chief, Fire Captain, Engineer and Firefighter in order to fill vacancies within the Fire District, in compliance with applicable laws and procedures.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, BATTALION CHIEF, FIRE CAPTAIN (s)**  
**COMPLETION: DECEMBER 20 12**  
**PRIORITY: HIGH**



### STRATEGY 2012.8 FIRE PREVENTION

Modify the existing Company Inspection Program for one on duty crew, continue code enforcement, plan check and permits/fee collection utilizing existing staff and part time fire inspectors and contract with Contra Costa County Fire Protection District for fire investigation services on a per hora basis.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, FIRE INSPECTOR**  
**COMPLETION: JUNE.2012**  
**PRIORITY: HIGH**



**ADMINISTRATION • OPERATIONS • PREVENTION****STRATEGY 2014.3 PROMOTIONAL EXAMS**

Conduct examinations for the following positions: Battalion Chief, Fire Captain, Engineer and Firefighter in order to fill vacancies within the Fire District, in compliance with applicable laws and procedures.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, BATTALION CHIEF, FIRE CAPTAIN (s)**

**COMPLETION: DECEMBER 2014**

**PRIORITY: HIGH**

**STRATEGY 2014.4 RESERVE PROGRAM**

Establishment of a Non-Resident Reserve Program to replace the existing Reserve Firefighter Program and remove residency requirements. Under direct supervision Reserve Firefighters assist Fire District personnel with some firefighting and emergency medical activities.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, FIRE CAPTAIN (S)**

**COMPLETION: JANUARY 2014**

**PRIORITY: HIGH**

**STRATEGY 2014.5 CAREERS ACADEMY**

Develop curriculum and conduct a 40 hour Careers Academy that will include classroom instruction as well as an introduction to firefighting techniques and equipment use. The Careers Academy is a high school based program and attendees are evaluated on a consistent basis.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, FIRE CAPTAIN (S)**

**COMPLETION: JUNE 2014**

**PRIORITY: MEDIUM**

**STRATEGY 2014.6 FIRE CODE ADOPTION**

Adoption of fire codes and standards, as well as increased public awareness of safety practices, have resulted in substantial reductions in loss of life and property. The Fire District works with community partners to adopt and amend the latest version of the California Fire Code in a consistent manner to ensure uniform enforcement throughout Contra Costa County.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, FIRE PREVENTION**

**COMPLETION: JANUARY 2015**

**PRIORITY: HIGH**





### ADMINISTRATION- OPERATIONS- PREVENTION

#### STRATEGY 2013.5 PREVENTION STAFF

Conduct a recruitment for full time or half time fire prevention position to perform plan checks, code enforcement, develop and present public education presentations and oversee the company inspection program.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER**  
**COMPLETION: DECEMBER 20 13**  
**PRIORITY: MEDIUM**



### ADMINISTRATION- OPERATIONS- PREVENTION

#### STRATEGY 2014.1 MIGRATION TO CAFR

The Fire District is audited annually and follows generally accepted accounting principles (GAAP) for its financial and budgetary practices. A CAFR is a conforming and complete set of financial documents that represents what has occurred in the agency over several decades.

**RESPONSIBLE: ADMINISTRATIVE SERVICES OFFICER**  
**COMPLETION: JUNE 20 15**  
**PRIORITY: MEDIUM**



#### STRATEGY 2014.2 BOARD ELECTION

Distribute election requirements, monitor Board or Directors and Fire District responsibilities, develop resolution and request consolidation with 2014 General Election

**RESPONSIBLE: FIRE CHIEF, GENERAL-COUNSEL, ADMINISTRATIVE SERVICES OFFICER,**  
**COMPLETION: NOVEMBER 20 14**  
**PRIORITY: HIGH**



PAGES

**ADMINISTRATION • OPERATIONS • PREVENTION****STRATEGY 2014.3 PROMOTIONAL EXAMS**

Conduct examinations for the following positions: Battalion Chief, Fire Captain, Engineer and Firefighter in order to fill vacancies within the Fire District, in compliance with applicable laws and procedures.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, BATTALION CHIEF, FIRE CAPTAIN (s)**

**COMPLETION: DECEMBER 2014**

**PRIORITY: HIGH**

**STRATEGY 2014.4 RESERVE PROGRAM**

Establishment of a Non-Resident Reserve Program to replace the existing Resenc Firefighter Program and remove residency requirements. Under direct supervision Reserve Firefighters assist Fire District personnel with some firefighting and emergency medical activities.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, FIRE CAPTAIN (s)**

**COMPLETION: JANUARY 2014**

**PRIORITY: HIGH**

**STRATEGY 2014.5 CAREERS ACADEMY**

Develop curriculum and conduct a 40 hour Careers Academy that will include classroom instruction as well as an introduction to firefighting techniques and equipment use. The Careers Academy is a high school based program and attendees are evaluated on a consistent basis.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, FIRE CAPTAIN (s)**

**COMPLETION: JUNE 2014**

**PRIORITY: MEDIUM**

**STRATEGY 2014.6 FIRE CODE ADOPTION**

Adoption of fire codes and standards, as well as increased public awareness of safety practices, have resulted in substantial reductions in loss of life and property -- The Fire District works with community partners to adopt and amend the latest Version of the California Fire Code in a consistent manner to ensure uniform enforcement throughout Contra Costa County.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, FIRE PREVENTION**

**COMPLETION: JANUARY 2015**

**PRIORITY: HIGH**



## ADMINISTRATION • OPERATIONS • PREVENTION

### STRATEGY 2015.1 INFO TECHNOLOGY

Develop policies and procedures for review, upgrade and replacement as necessary of outdated computer equipment and work stations to allow for more predictable on-going costs. This will ensure we are including the predicted software/hardware life cycle when making budget decisions and appropriations.

**RESPONSIBLE: ADMINISTRATIVE SERVICES OFFICER**  
**COMPLETION: DECEMBER 2015**  
**PRIORITY: HIGH**



### STRATEGY 2015.2 RMS & TELESTAFF

An integrated computer based Record Management System and a web accessible staffing program is operationally more efficient and allows consistent flow of information to electronically populate critical legal documents, allow consistent accountability and resource management.

**RESPONSIBLE: ADMINISTRATIVE SERVICES OFFICER**  
**COMPLETION: JANUARY 2015**  
**PRIORITY: MEDIUM**



### STRATEGY 2015.3 PPE

The Fire District is responsible for the repair and replacement of vital firefighting Personal Protective Equipment (PPE). Employees rely on these garments to protect them from the harmful effects of high temperature environments and the harmful products of combustion.

**RESPONSIBLE: FIRE CHIEF, BATTALION CHIEF, FIRE CAPTAIN (s)**  
**COMPLETION: JUNE 2015**  
**PRIORITY: HIGH**



### STRATEGY 2015.4 FIRE INVESTIGATION

The Fire District is responsible for the investigation and cause determination of all fires within its boundaries. Currently the Fire District relies on Contra Costa County Fire Protection District to investigate fires within the communities of Rodeo and Hercules. Fire investigation training will allow Fire District personnel to perform this function.

**RESPONSIBLE: FIRE CHIEF, FIRE PREVENTION**  
**COMPLETION: DECEMBER 2015**  
**PRIORITY: MEDIUM**



## ADMINISTRATION • OPERATIONS • PREVENTION

### STRATEGY 2016.1 SUCCESSION PLAN

Develop a comprehensive succession plan and employee development program that provides for a consistent transition of responsibility with the three (3) functional areas of the Fire District (Administration, Operations, Prevention).

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, BATTALION CHIEF, FIRE CAPTAIN (S)**

**COMPLETION: DECEMBER 2016**

**PRIORITY: HIGH**



### STRATEGY 2016.2 PROMOTIONAL EXAMS

Conduct examinations for the following positions: Battalion Chief, Fire Captain, Engineer and Firefighter in order to fill vacancies within the Fire District, in compliance with applicable laws and procedures.

**RESPONSIBLE: FIRE CHIEF, ADMINISTRATIVE SERVICES OFFICER, BATTALION CHIEF, FIRE CAPTAIN (S)**

**COMPLETION: DECEMBER 2016**

**PRIORITY: HIGH**



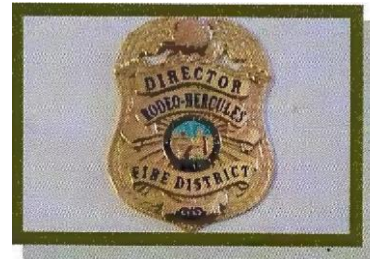
### STRATEGY 2016.3 BOARD ELECTION

Distribute election requirements, monitor Board of Directors and Fire District responsibilities, develop resolution and request consolidation with 2016 General Election

**RESPONSIBLE: FIRE CHIEF, GENERAL COUNSEL, ADMINISTRATIVE SERVICES OFFICER,**

**COMPLETION: NOVEMBER 2016**

**PRIORITY: HIGH**



### STRATEGY 2016.4 NEW FIRE STATION

Complete environmental assessment, develop plans and specifications and ensure funding for the construction of a new fire station to replace a fire station constructed in 1927. Technology will be utilized to optimize a new facility that would consolidate all Fire District operations on one centralized campus and allow for better response times and service to the communities of Rodeo and Hercules.

**RESPONSIBLE: FIRE CHIEF, BOARD OF DIRECTORS**

**COMPLETION: OCTOBER 2017**

**PRIORITY: HIGH**





# RODEO HERCULES FIRE DISTRICT



**RODEO HERCULES FIRE DISTRICT**

1680 Refugio Valley Road, Hercules CA 94547

SI0-799-4561

## Rodeo Hercules Fire Department Strategic Plan Tracking

### 1. How Do We Continue to Improve on Protecting Lives, Property and the Environment Before and During the Emergency Events?

#### 1.1 Improve Survivability for Victims of Fire, Hazardous Material Release, Entrapment, or other Crisis Incidents

Contain structure fires to the room of origin 80 percent of the time (*Urban- rolling 3-year average*)

Contain structure fires to the room of origin 70 percent of the time (*Rural- rolling 3-year average*)

Keep annual growth rate of structure fire instances at or below annual population growth rate (*percent of structure fires lower than percentage of population growth year over year*)

Zero civilian deaths due to fire (*structure fires/accidental/unintentional*)

Rescue victims of entrapment within 10 minutes from patient contact, 90 percent of the time (*emergent calls, patient contact to patient extricated, in assistance to local hospital ER trauma unit accreditation standard*)

ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time ( <i>alarm handling</i> )	10/1/2022	Date	0%		TBD
	Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time ( <i>emergency calls, unit alert to wheels rolling</i> )	10/1/2022	Date	0%		TBD
	o Monitor and report turnout time performance quarterly (rolling 90 and 365-day, by member or officer)					
	First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents requiring the use of personal protective equipment within 8 minutes, 90 percent of the time ( <i>emergency calls, 911 to unit arrival</i> )	10/1/2022	Date	0%		TBD
	First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time ( <i>emergency calls, 911 call received to unit arrival</i> )	10/1/2022	Date	0%		TBD
	Inspect 100% of all commercial fire protection systems annually	10/1/2022	Date	0%		TBD
	Inspect 100% of high-risk occupancies annually	10/1/2022	Date	0%		TBD
	Inspect 100% of State mandated occupancies annually	10/1/2022	Date	0%		TBD
	Inspect 90% of moderate and low-risk occupancies annually	10/1/2022	Date	0%		TBD
	Prepare for the adoption of the 2018 Fire Code	10/1/2022	Date	0%		TBD
	Develop strategies to improve the quality and quantity of incident data reporting by officers and paramedics					
	o Timestamp "water on the fire"					
	o Timestamp "primary search complete"	10/1/2022	Date	0%		TBD
	o Timestamp "extrication complete"					
	o Timestamp "at patient side/victim side"					
	Keep annual Unit Hour Utilization percentage below 30% for all units ( <i>annually</i> )	10/1/2022	Date	0%		TBD
	Develop a Standards of Cover document					
	o Review response modes to fire alarms, low acuity medical calls, lift assists, etc.	10/1/2022	Date	0%		TBD

#### 1.2 Improve Survivability of Patients Experiencing Acute Medical Emergencies

Keep the annual growth rate of EMS calls at or below annual population growth rate (*percent of structure fires lower than percentage of population growth year over year*)

Maintain a cardiac survival rate at or above the national average (*ROSC avg.*)

ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Turnout time for EMS calls within 1 minute and 30 seconds, 90 percent of the time ( <i>emergency calls, unit alert to wheels rolling</i> )	10/1/2022	Date	0%		TBD
	First EMS capable unit arrival at medical calls for service, within the urban zone, requiring the use of personal protective equipment within 7 minutes and 40 seconds, 90 percent of the time ( <i>emergency calls, 911 received to unit arrival</i> )	10/1/2022	Date	0%		TBD
	First EMS capable unit arrival at medical calls for service, within the rural zone, requiring the use of personal protective equipment within 11 minutes and 40 seconds, 90 percent of the time ( <i>emergency calls, 911 call received to unit arrival</i> )	10/1/2022	Date	0%		TBD
	Ambulance arrival on EMS calls within 11 minutes and 45 seconds, 90 percent of the time ( <i>emergency calls, Zone B, 911 received at ConFire to unit arrival, per county contract</i> )	10/1/2022	Date	0%		TBD
	Explore developing a process to start measuring cardiac survival using agency specific CARES data	10/1/2022	Date	0%		TBD
	Develop a CPR fraction rate measurement ( <i>i.e., Maintain a CPR fraction rate of at least 90 percent, for 90% of cardiac arrest incidents</i> )	10/1/2022	Date	0%		TBD
	Explore strategies that measure and improve definitive patient care					
	Example: Recognize and transport medical alerts ( <i>STEMI, stroke, trauma</i> ) within 10 minutes, 90 percent of the time ( <i>at patient side to transport</i> )	10/1/2022	Date	0%		TBD
	Develop a bystander CPR participation rate target	10/1/2022	Date	0%		TBD
	Partner with community agencies to offer bystander "hands-only" CPR training	10/1/2022	Date	0%		TBD

#### 1.3 Improve Firefighter Safety and Survival

Zero firefighter line of duty deaths

Maintain annual employee injury rate below 20 percent of total allocated staffing (*Less than 3 reportable industrial injuries per year*)

ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Analyze security of all agency facilities ( <i>station hardening</i> )	10/1/2022	Date	0%		TBD
	Analyze equipment and inventory security for all fire apparatus ( <i>apparatus hardening</i> )	10/1/2022	Date	0%		TBD

#### 1.4 Improve Agency Resiliency During Crisis-Level Events

ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Develop a policy that limits the provision of auto or mutual aid during resource drawdown	10/1/2022	Date	0%		TBD
	Explore a contract for service or consolidation with a larger fire agency	10/1/2022	Date	0%		TBD

ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
<b>2. How Do We Meet the Increasing Service Demands Over the Coming Years?</b>						
<b>2.1 Reduce Financial and Legal Risk/Liability to the District</b>						
Zero substantiated cases of harassment/discrimination						
Zero cases of requiring formal disciplinary action ( <i>action above written reprimand</i> )						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Provide liability reduction/ harassment prevention training to all employees and board members annually	10/1/2022	Date	0%		TBD
	Update and maintain a two-year training plan	10/1/2022	Date	0%		TBD
	Update succession planning/professional development policies	10/1/2022	Date	0%		TBD
	Improve quality and accuracy of report writing by officers, paramedics, and EMTs.	10/1/2022	Date	0%		TBD
	Develop a system to review/update all policies every three years	10/1/2022	Date	0%		TBD
<b>2.2 Improve Efficiency within Current Budget Process</b>						
Maintain Workers' Compensation costs below 3% of annual budget						
Maintain a fund reserve balance of 50%						
Maintain a "cost per capita" equal to or below the regional comparative average						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Purchase sufficient fire apparatus to ensure fleet health complies with apparatus replacement plan	10/1/2022	Date	0%		TBD
	Pursue grant opportunities with a positive return in investment	10/1/2022	Date	0%		TBD
	Strategic planning group will meet at least annually to review progress and updates	10/1/2022	Date	0%		TBD
	Explore the value of mobile fire mechanic service	10/1/2022	Date	0%		TBD
<b>2.3 Prepare the Agency for Future Economic Downturns</b>						
Develop operational cost and service "step down/cost cutting" plan that will provide a progressive rate of savings within one year of implementation						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Invest in station improvement projects that provide economic savings measured in lower ongoing maintenance or utility costs	10/1/222	Date	0%		TBD
	Invest in high quality equipment/apparatus that can withstand deferred replacement when necessary	10/1/222	Date	0%		TBD
<b>2.4 Prepare for Population Growth within the Jurisdiction</b>						
<b>3. How Do We Better Explain our Services and Demonstrate our Value to our Community?</b>						
<b>3.1 Promote a Positive Agency Reputation within the Community</b>						
Recruit and hire employees that represent the demographic make-up of the community ( <i>census data for region</i> )						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Explore a "Fire Ops 101" program for interested community leaders and media	10/1/2022	Date	0%		TBD
	Review and update Department website annually	10/1/2022	Date	0%		TBD
	Provide public speaking/presentation to community groups	10/1/2022	Date	0%		TBD
	Explore a customer/patient satisfaction survey program	10/1/2022	Date	0%		TBD
	Develop a list of community stakeholders for future strategic planning efforts	10/1/2022	Date	0%		TBD
	Develop a community engagement plan	10/1/2022	Date	0%		TBD
	Explore expanding social media outreach strategy	10/1/2022	Date	0%		TBD
<b>3.2 Mitigate Fire Related Damage to Allow Occupants to Remain in the Impacted Structure after Suppression Operations</b>						
Save at least 95% of the value of property and contents threatened by fire ( <i>values saved versus values lost, including exposures</i> )						
Prevent displacement for 95% of occupants impacted by fire ( <i>occupants return to home within 24 hours of fire</i> )						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
<b>3.3 Provide Downward Pressure on Fire Insurance Costs within the Community</b>						
Maintain or improve current Insurance Services Office protection ratings for the City and District						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Identify cost-efficient measures to improve or maintain ISO protection d	10/1/2022	Date	0%		TBD
	Review ISO rating process in September 2024	10/1/2022	Date	0%		TBD
<b>3.4 Provide Value to the Community Beyond the 911 Call</b>						
ITEM	Supporting Objectives	START DATE	DUE DATE	% COMPLETE	NOTES	ASSIGNED TO
	Provide fire safety education in all elementary schools and develop a junior safety group	10/1/2022	Date	0%		TBD
	Partner with the High School to provide HS students community service opportunities at the fire stations	10/1/2022	Date	0%		TBD
	Partner with local community colleges to provide fire trainee opportunities, especially with fire prevention efforts	10/1/2022	Date	0%		TBD
	Recruit new employees from the local community	10/1/2022	Date	0%		TBD
	Develop a CERT cadre	10/1/2022	Date	0%		TBD

ASO	AA
<ul style="list-style-type: none"> <li><input type="checkbox"/> Creates, proofreads, and/or edits materials and correspondence prepared by other staff members for the Fire Chief's signature</li> <li><input type="checkbox"/> Website maintenance</li> <li><input type="checkbox"/> IT issues/check ins</li> <li><input type="checkbox"/> Draft board minutes</li> <li><input type="checkbox"/> Attend board meetings</li> <li><input type="checkbox"/> Employee onboarding</li> <li><input type="checkbox"/> Employee offboarding</li> </ul>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Researches and assembles information from a variety of sources for preparation of reports or completion of forms</li> <li><input type="checkbox"/> Creation of spreadsheets for statistical calculations</li> <li><input type="checkbox"/> Confidential specialized office support work</li> <li><input type="checkbox"/> Miscellaneous special Projects (Previous projects include financial analysis assistance; CCCERA audit assistance; COVID reimbursement data; annexation analysis assistance, strategic plan data collection)</li> <li><input type="checkbox"/> Deferred Compensation changes</li> <li><input type="checkbox"/> Labor Negotiations scenarios/salary surveys</li> <li><input type="checkbox"/> PRA requests</li> <li><input type="checkbox"/> Miscellaneous public requests</li> <li><input type="checkbox"/> Merit increase processing</li> <li><input type="checkbox"/> Benefits changes/management/open enrollment</li> <li><input type="checkbox"/> Public Hearing notices for Board meetings</li> <li><input type="checkbox"/> CalOES reimbursement requests</li> <li><input type="checkbox"/> CalCARD management</li> <li><input type="checkbox"/> Worker's Comp Claims</li> <li><input type="checkbox"/> Verification of Employment</li> <li><input type="checkbox"/> IT Issues/check ins</li> <li><input type="checkbox"/> Research and respond to information requests</li> <li><input type="checkbox"/> Appropriations Limit calculation &amp; staff Report</li> <li><input type="checkbox"/> Elections Resolution (bi-annual)</li> <li><input type="checkbox"/> Conflict of Interest Code Update (bi-annual)</li> <li><input type="checkbox"/> FASIS Survey reporting</li> <li><input type="checkbox"/> SAM code update</li> <li><input type="checkbox"/> Risk Management data update</li> <li><input type="checkbox"/> Review invoices for accuracy and post to finance</li> <li><input type="checkbox"/> Budget prep</li> <li><input type="checkbox"/> Audit prep</li> <li><input type="checkbox"/> Annual Deferred Comp contribution post</li> <li><input type="checkbox"/> Measure O annual report</li> <li><input type="checkbox"/> CPI increase data collection and staff report</li> <li><input type="checkbox"/> TERM Life calculations</li> <li><input type="checkbox"/> CalPERS SSN program update</li> <li><input type="checkbox"/> LAIF Resolution (if necessary)</li> <li><input type="checkbox"/> Vacation sell back letters</li> <li><input type="checkbox"/> CTO sell back letters</li> <li><input type="checkbox"/> Admin hours letter</li> <li><input type="checkbox"/> Ethics Training Collection (2 yrs)</li> <li><input type="checkbox"/> Form 700s Collection-netfile liason</li> <li><input type="checkbox"/> SCO Report</li> <li><input type="checkbox"/> Fire Code assistance (3 yrs)</li> <li><input type="checkbox"/> Measure O Levy and review exemptions</li> <li><input type="checkbox"/> Benefit assessment Resolution and collection</li> <li><input type="checkbox"/> Report requests for audit and Appropriations limit</li> <li><input type="checkbox"/> Shift calendars</li> <li><input type="checkbox"/> Elections letter to county</li> <li><input type="checkbox"/> CERBT management and actuarial data collection</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Receives and screens visitors and phone calls; general reception duties</li> <li><input type="checkbox"/> Maintain and replenish office supplies</li> <li><input type="checkbox"/> Maintain Battalion 7 calendar-schedule station and school visits; training</li> <li><input type="checkbox"/> Receives and distributes mail</li> <li><input type="checkbox"/> Maintains Fire Chief's Calendar and appointment schedules</li> <li><input type="checkbox"/> Receives and reviews Measure O senior exemptions; returns incomplete exemptions</li> <li><input type="checkbox"/> Fire Code Assistance</li> <li><input type="checkbox"/> Assist Fire Marshal: print out plans, arrange payment and pickup, send correspondence to code violators</li> <li><input type="checkbox"/> Receive payments for plan checks</li> <li><input type="checkbox"/> Receive and respond to requests for call reports</li> <li><input type="checkbox"/> Compile and submit invoices to county</li> <li><input type="checkbox"/> Reconcile credit card statement</li> <li><input type="checkbox"/> Reconcile petty cash transactions</li> <li><input type="checkbox"/> Reimbursement requests</li> <li><input type="checkbox"/> Manage purchase request software</li> <li><input type="checkbox"/> Assist with hiring suppression personnel: receive applications; sort applicants based on District needs and test scores; create hiring matrix with applicant data; schedule interviews and pre-employment background processes</li> <li><input type="checkbox"/> Arrange monthly business inspections for Captains</li> <li><input type="checkbox"/> DMV pull notice program</li> <li><input type="checkbox"/> Assist weed abatement captain with correspondence, research and follow up with regard to residents' abatement concerns</li> <li><input type="checkbox"/> Deposit accounts receivable</li> <li><input type="checkbox"/> Pick up paper checks at County</li> <li><input type="checkbox"/> Prepare Annual Report</li> <li><input type="checkbox"/> Order badges and commendation awards as necessary</li> <li><input type="checkbox"/> Assist with planning ceremonies</li> <li><input type="checkbox"/> Assist with planning annual Open House</li> <li><input type="checkbox"/> Acting board clerk</li> <li><input type="checkbox"/> Measure O Oversight Committee meetings preparations</li> <li><input type="checkbox"/> Annual physical scheduling</li> <li><input type="checkbox"/> Purchase request software management</li> <li><input type="checkbox"/> HAZMAT update</li> <li><input type="checkbox"/> Annual HR publications</li> <li><input type="checkbox"/> Draft annual report</li> <li><input type="checkbox"/> Front office responsibilities</li> <li><input type="checkbox"/> Assist with fire prevention</li> <li><input type="checkbox"/> Tracks business inspections</li> <li><input type="checkbox"/> State F-42 processing</li> <li><input type="checkbox"/> Monthly reports for Fire Chief</li> </ul>



- |  |  |
|--|--|
| <ul style="list-style-type: none"><li><input type="checkbox"/> LAIF data</li><li><input type="checkbox"/> FASIS-DE-3 reports</li><li><input type="checkbox"/> CalJAC Training Reports</li><li><input type="checkbox"/> Palo Verde Training Reports</li><li><input type="checkbox"/> Budget review with MRG</li><li><input type="checkbox"/> Balance county ledger</li><li><input type="checkbox"/> Payroll tasks</li><li><input type="checkbox"/> Deferred Comp data review and submittal</li><li><input type="checkbox"/> Deposit permits</li><li><input type="checkbox"/> Agenda &amp; Board packet prep</li><li><input type="checkbox"/> Senior Exemption data management</li></ul> |  |
|--|--|

DRAFT

**Rodeo Hercules Fire  
Protection District  
MEMORANDUM**

**To:** BOARD of DIRECTORS, Rodeo Hercules Fire District  
**From:** Darren Johnson, Interim Fire Chief *DJ*  
**Subject:** FIRE CHIEF'S REPORT  
**Date:** May 10, 2023

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**Labor Relations – Personnel** – New F/F PM has completed his training and has been placed on shift.  
**Reporting:** Interim Chief Johnson

**Fire Stations/Training Facility**  
Multi-company training is continuing. Three Firefighters have returned from Oil Fire School at Texas A&M in College Station Texas hosted by Phillips 66.  
**Reporting:** Interim Chief Johnson

**Facilities-**Alerting systems need to be replaced at both stations within the next fiscal year.  
**Reporting:** Interim Chief Johnson

**Grants/Reimbursements** – RHFD is participating in a county wide radio grant to replace outdated radios. Should hear something back later this year.  
**Reporting:** Interim Chief Johnson

**Incident Activity-** Crews responded to several vehicle accidents, medical calls and vehicle fires throughout the district. Crews responded to a structure fire in Rodeo and rescued a victim who was flown to Davis Medical Center due to his injuries and remains in the hospital.  
**Reporting:** Interim Chief Johnson

**Community Risk Reduction** – Company inspections are continuing. All companies have been assigned inspections for the months of April and May. The Fire District encourages community members to visit rhfd.org for any updates.  
**Reporting:** Interim Chief Johnson

**Community /Wildfire Prevention** – Weed abatement inspections will begin in early May due to the grass crop being very high this year due to the increase in rain.  
**Reporting:** Interim Chief Johnson

**Fleet Management** -Reserve Quint 76 is out of service due to broken hydraulics to the out-riggers. With the cost of the continuous maintenance on this unit, we need to consider replacing this unit with an engine. The type 3 wildland units are coming up to their replacement dates as well. E75 and engine375 have returned from being serviced.  
**Reporting:** Interim Chief Johnson

**Fiscal Stabilization** – Staff continues to monitor the current Fiscal Year budget. Currently in the beginning phases of 2023-2024 budget preparation.

**Reporting:** Interim Chief Johnson

**Community Activities/Meetings** –Attended County Operations meeting, RMAC, monthly Battalion Chief meeting, department staff meeting, Phillips 66 renewable fuels,

**Reporting:** Interim Chief Johnson

**Commendations/Awards/Notables** – Nothing to report.

**Reporting:** Interim Chief Johnson

**Upcoming New Development** – Fire District staff continues to meet and provide guidance to developers on various projects throughout the Fire District. Written conditions of approval for upcoming projects were issued to: Phillips 66 Solar Project, Sycamore Crossing, and Franklin Canyon RV Park. The Fire District has been having weekly meetings with Phillips 66 regarding the Renewable Diesel Project. There are an additional 500 personnel in the plant for this project. Additional businesses coming include an additional senior housing complex on Willow Ave next to the current complex in Hercules; multi-family housing live-work in Rodeo at 4<sup>th</sup> and Parker; 3 additional homes to be built on Parker Ave next to the post office in Rodeo and a 40-unit single-family housing project in Hercules near Skelly. The M, O and P projects for the city were projected to start late fall. **All future projects are on hold due to the economy.**

**Reporting:** Interim Chief Johnson

**Strategic Plan:** Progress Report

**Reporting:** Interim Chief Johnson

## Incident Type Count Report

Date Range: From 4/1/2023 To 4/30/2023

Selected Station(s): All

<u>Incident Type</u>	<u>Description</u>	<u>Count</u>	
<b>Station:</b>			
Incident Type is blanks		55	19.57%
<b>Total - incident type left blank</b>		<b>55</b>	<b>100.00%</b>
<b>Total for Station</b>		<b>55</b>	<b>19.57%</b>
<b>Station: 75</b>			
111 - Building fire		2	0.71%
112 - Fires in structures other than in a building		1	0.36%
151 - Outside rubbish, trash or waste fire		2	0.71%
<b>Total - Fires</b>		<b>5</b>	<b>5.10%</b>
321 - EMS call, excluding vehicle accident with injury		60	21.35%
322 - Vehicle accident with injuries		1	0.36%
323 - Motor vehicle/pedestrian accident (MV Ped)		1	0.36%
324 - Motor vehicle accident with no injuries		5	1.78%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>67</b>	<b>68.37%</b>
511 - Lock-out		1	0.36%
550 - Public service assistance, other		2	0.71%
551 - Assist police or other governmental agency		1	0.36%
553 - Public service		1	0.36%
554 - Assist invalid		5	1.78%
<b>Total - Service Call</b>		<b>10</b>	<b>10.20%</b>
611 - Dispatched & cancelled en route		8	2.85%
651 - Smoke scare, odor of smoke		3	1.07%
<b>Total - Good Intent Call</b>		<b>11</b>	<b>11.22%</b>
700 - False alarm or false call, other		3	1.07%
735 - Alarm system sounded due to malfunction		1	0.36%
743 - Smoke detector activation, no fire - unintentional		1	0.36%
<b>Total - Fals Alarm &amp; False Call</b>		<b>5</b>	<b>5.10%</b>
<b>Total for Station</b>		<b>98</b>	<b>34.88%</b>
<b>Station: 76</b>			
100 - Fire, other		2	0.71%
111 - Building fire		1	0.36%
118 - Trash or rubbish fire, contained		1	0.36%
150 - Outside rubbish fire, other		1	0.36%
<b>Total - Fires</b>		<b>5</b>	<b>3.91%</b>
321 - EMS call, excluding vehicle accident with injury		78	27.76%
322 - Vehicle accident with injuries		5	1.78%
324 - Motor vehicle accident with no injuries		1	0.36%
331 - Lock-in (if lock out , use 511 )		1	0.36%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>85</b>	<b>66.41%</b>
412 - Gas leak (natural gas or LPG)		2	0.71%

**Incident**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Count</u></b>	
<b>Station: 76 - (Continued)</b>			
<b>Total - Hazardous Conditions (No fire)</b>		<b>2</b>	<b>1.56%</b>
550 - Public service assistance, other		1	0.36%
551 - Assist police or other governmental agency		1	0.36%
553 - Public service		1	0.36%
554 - Assist invalid		1	0.36%
<b>Total - Service Call</b>		<b>4</b>	<b>3.13%</b>
600 - Good intent call, other		1	0.36%
611 - Dispatched & cancelled en route		18	6.41%
651 - Smoke scare, odor of smoke		2	0.71%
<b>Total - Good Intent Call</b>		<b>21</b>	<b>16.41%</b>
700 - False alarm or false call, other		7	2.49%
735 - Alarm system sounded due to malfunction		2	0.71%
740 - Unintentional transmission of alarm, other		1	0.36%
743 - Smoke detector activation, no fire - unintentional		1	0.36%
<b>Total - Fals Alarm &amp; False Call</b>		<b>11</b>	<b>8.59%</b>
<b>Total for Station</b>		<b>128</b>	<b>45.55%</b>
		<b>281</b>	<b>100.00%</b>