

# Sonoma Valley Fire District

Board of Directors Meeting

June 14, 2022





# Sonoma Valley Fire District

## Board of Directors Meeting

June 14, 2022

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#### **Public Hearing**

***The Board shall open the items below for public comment and take action upon close of the public comment.***

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# Sonoma Valley Fire District

## Board of Directors Meeting

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###

**MEETING AGENDA  
SONOMA VALLEY FIRE DISTRICT  
BOARD OF DIRECTORS**

Tuesday, June 14, 2022 at 6:00 P.M.  
Location: Sonoma Valley Fire District Station 1  
630 2<sup>nd</sup> Street W., Sonoma, CA 95476

**This meeting is being conducted in person and via videoconference in compliance with AB 361, effective September 16, 2021. Agendas and board packet materials are available at the following website: <http://sonomavalleyfire.org>**

**Join by phone: 1-669-900-9128**

**Meeting ID: 914 153 1767**

**Meeting Passcode: 3300**

**1. Call to Order**

**2. Roll Call and Determination of a Quorum**

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, Terrence Leen.

**3. Pledge of Allegiance**

**4. Confirmation of Agenda**

Opportunity for the Board to reorder agenda items.

**5. Comments from the Public**

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

**6. Presentations**

**7. Consent Calendar**

a) Consideration to approve of videoconference option under AB 361. Board will consider approval of findings that there remains a State proclaimed COVID 19 health emergency and local officials continue to impose or recommend measures to promote social distancing. **Action item**

b) Approval of minutes from the regular meeting, held on May 10, 2022 and the special meeting held on May 18, 2022. **Action Item**

**8. Fire Chief's Monthly Report**

Report for May 2022

**9. Old Business**

10. **New Business**

- a) Resolution 2021/2022-12 appointing a new SVFD Board of Director to fill the vacancy left by Director Brunton. **Action Item with roll call vote**
- b) Resolution 2021/2022-13 appointment of District Treasurer and defining the duties and compensation. **Action Item with roll call vote**
- c) Resolution 2021/2022-14 amending the salary and benefit schedule of employees covered by the Sonoma Valley Professional Firefighters Association, IAFF Local 3593. **Action Item with roll call vote**
- d) Resolution 2021/2022-15 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement. **Action Item with roll call vote**

**Public Hearing**

*The Board will conduct a public hearing to consider adoption of Resolution 2021/2022-16, to adopt the Fiscal Year 2022/2023 preliminary budget; Resolution 2021/2022-17, to declare proposition 4 Limits for Fiscal Year 2022/2023; and Resolution 2021/2022-18, to set the Districts Special Tax for Fiscal Year 2022/2023. **The Board shall open the item for public comment and take action upon close of the public comments.***

- e) Resolution 2021/2021-16 adopting Sonoma Valley Fire District Preliminary Budget for Fiscal Year 2022/2023. **Action Item with roll call vote**
- f) Resolution 2021/2022-17 declaring Proposition 4 limit for fiscal year 2022/2023. **Action Item with roll call vote**
- g) Resolution 2021/2022-18 setting the special tax to be levied on each parcel of real property in the Sonoma Valley Fire District during fiscal year 2022/2023. **Action Item with roll call vote**

11. **Other Business to Come before the Board**

12. **Comments from the Floor**

13. **Comments/Reports from the Board**

14. **Closed Session**

15. **Adjournment**

This meeting will be adjourned to the regular Board meeting on July 12, 2022 at 6:00 p.m. Meeting access will be determined based on COVID-19 restrictions in place at that time.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>.*



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>		
7a	Maci Jerry, Clerk of the Board		
<b>Agenda Item Title</b>			
AB 361 Compliance			
<b>Recommended Actions</b>			
Review local officials currently imposed or recommended measures to promote social distancing.			
<b>Executive Summary</b>			
<p>Since the Governor’s COVID-19 emergency orders issued in March 2020, local public agencies, such as our Board of Directors, have been authorized to conduct videoconference meetings without compliance with Brown Act teleconference and videoconference requirements in Government Code section 54953.</p> <p>The Governor’s order expired on 9/30/21, and the California legislature passed AB 361, signed by the Governor on 9/16/21, which authorizes continued videoconference meetings without Brown Act compliance, provided the local agencies Board of Directors make a finding, every 30 days at its monthly meeting, that (1) there is still a State proclaimed COVID 19 health emergency; and (2) local officials (such as the County health officer) continue to impose or recommend measures to promote social distancing.</p> <p>The Board is to have an updated discussion regarding current COVID 19 protocols, with public comment and concluded with a roll call vote to approve the findings discussed by the Board.</p>			
<b>Alternative Actions</b>			
No alternative actions are recommended.			
<b>Strategic Plan Alignment</b>			
<b>Fiscal Summary – FY 21/22</b>			
<b>Expenditures</b>			
Budgeted Amount	\$	<b>Funding Source(s)</b>	\$
Add. Appropriations Req’d.	\$	District General Fund	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
None			
<b>Attachments</b>			
None			



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>
7b	Maci Jerry, Clerk to the Board of Directors

**Agenda Item Title**  
 Approval of the regular meeting minutes held on May 10, 2022 and special meeting minutes held on May 18, 2022.

**Recommended Actions**  
 Approve the minutes

**Executive Summary**  
 The minutes have been prepared for Board review and approval.

**Alternative Actions**  
 Correct or amend minutes prior to approval

<b>Fiscal Summary – FY 21/22</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (if required)**  
 Not Required

- Attachments**
1. Minutes for May 10, 2022 regular meeting
  2. Minutes for May 18, 2022 special meeting

# SONOMA VALLEY FIRE DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES

Tuesday, MAY 10, 2022

**Meeting was held in person at Station 1, 630 2<sup>nd</sup> Street W, Sonoma, Ca. 95476 and via videoconference in compliance with AB 361, effective September 16, 2021.**

**Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300**

### 1. Call to Order

President Norton called meeting to order at 6:04 p.m. in-person and via a zoom videoconference call.

### 2. Roll Call and Determination of a Quorum

Board of Directors present: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, and Terrence Leen

Board of Directors not in attendance: Raymond Brunton, absent.

### 3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Leen and recited by all.

### 4. Confirmation of Agenda

Confirmed. No agenda items reordered.

### 5. Comments from the Public

No public present.

### 6. Presentations

Chavan & Associates, LLP presented the SVFD FY 2020/2021 Audit report to the Board. Treasurer Johnson motioned to accept the finding of the audit report. **M/S/P Johnson/Brady 6 ayes/1 absent**

### 7. Consent Calendar

a) AB 361 legislation: Conditions within the County regarding current recommended social distancing requirements were evaluated by the Board. All members agreed to continue both in person and videoconference availability for the June 14, 2022 meeting. Conditions will be reviewed again in 30 days in compliance with new AB 361 legislation. **M/S/P Leen/Emery 6 ayes/1 absent**

b) Board reviewed and approved the meeting minutes from the board meeting held on April 12, 2022. **M/S/P Johnson/Emery 5 ayes/1 abstention/1 absent**

### 8. Fire Chief's Monthly Report

Monthly Chief's report attached

### 9. Old Business

None



**10. New Business**

None

**11. Other Business to come before the Board**

None

**12. Comments from the Floor**

None

**13. Comments/Reports from the Board**

Director Emery, a member of the personnel subcommittee, reported to the board the current status of labor negotiations between Local 3593 and the Management group. Both groups have agreed and accepted the four-year term contract presented to them. MOU's are now in draft and once completed will be forwarded to SCERA for review. Director Leen requested an acceptance email or letter be received by both labor groups. President Norton thanked the members of the subcommittee for their time and efforts in a smooth negotiation process.

**14. Closed Session**

None

**15. Adjournment**

**M/S Brady/Johnson 6 ayes/1 absent**

Meeting was adjourned at 7:55 pm to a regular Board meeting on June 14, 2022, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available based on local COVID-19 restrictions in place and within compliance of new AB361 legislation. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>*

Respectfully submitted,

Maci Jerry



# Sonoma Valley Fire District

*Serving the communities of*

Sonoma, Valley of the Moon, Glen Ellen, and Mayacamas

DATE: 5/10/2022  
TO: Sonoma Valley Board of Directors  
FROM: Chief Akre  
SUBJECT: Monthly Activity Report –April 2022

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## A. ADMINISTRATIVE:

1. SDC: The final contract for services extension has been issued and signed by both parties. This extension continues our service until July 1, 2023.
2. The Fire Service Working Group continues to meet to work on important fire service issues. Initiative potential, REDCOM and Upstaffing fees, helping Districts with the LAFCO process.
3. Presented the FD Budget for the City of Sonoma. No issues were brought up by Council.
4. We continue to work with County Planning on the SDC planning process and impacts to Fire/EMS service delivery.
5. Thank you to Board members for their participation in the Community Driven Strategic Planning Process. We had excellent participation from Community members and our department members as well. Very positive experience and looking forward to the draft in the next two weeks. Big thank you and complements to BC Lacy for organizing and coordinating with CPSE.
6. Attended the MAC and EMCC meetings along with BC Norrbom and BC Cyr where we fought hard against tiered response initiative. As Chair of the EMS Subcommittee, we meet weekly and are working on a number of items including APOT, EOA compliance, RFP, and tiered responses. We also met with Dr Mase on the continued COVID situation and impacts to Public Safety Agencies.
7. The Op Area Coordinators met with the new Cal Fire Unit Chief and Division Chief as a pre-season coordination meeting.
8. Held the monthly SCFDA meeting in-person with Dinner, hosted by Goldridge FD.
9. DEM: We held a SoCoAlert exercise on April 29<sup>th</sup>. And continue to participate in the planning for a Community Evacuation Drill for Grove St on 5/22.
10. Attended the SCFCA Monthly Meeting.
11. We had the first part of our annual physicals in late April. Second part including ultra sound will be next week. Physicals are underwritten by FASIS and EBA. Will cost less than \$100 each! Volunteers included.
12. Attended the Mayacamas VFF monthly meeting.
13. Meeting with City on parklets and 1<sup>st</sup> St E. temporary closure.
14. At least 10 SVFD members attended the Op Area Overhead refresher today.
15. Director Emery, Trevor and Gary and I all attended the GE CWPP meeting. Continue to work with Fire Safe Sonoma on appropriate mapping and sizing for the new prospective FSCs.

## B. INCIDENTS:

Drowning Incident at Suttonfield Lake on 5/8. SVFD Crew from Station 10 (Eldridge) located victim in lake and performed ALS interventions. Pt was transported by air ambulance.



# Sonoma Valley Fire District

*Serving the communities of*  
Sonoma, Valley of the Moon, Glen Ellen, and Mayacamas

## C. BUDGET/FINANCE:

1. The year-end Audit for June 30, 2021 is being presented as a separate item.
2. Jennifer has most of the work already complete on the District's preliminary Budget for 22-23.
3. Jennifer is continuing to work on the new finance software system with MIP company.

## D. PERSONNEL:

1. We graduated 4 members of our department from the SRJC Fire Academy. Ben Gonzales, Arturo Rose, Dusty and Jamie Pierce.

## E. TRAINING:

1. Sentinel Training Exercise at SDC- crews participated both days. Other personnel assisted as part of the NBIMT.
2. Wildland Refresher, Pack Testing, EMS, SF Berkeley Way Review with Siragusa.
3. New vol Academy 7+1. 4 out of district. Almost Completed.

## F. EQUIPMENT:

1. 3383 and 3385 in service. New BC3 Tahoe is here being outfitted.
2. Titles from former Mayacamas apparatus have been transferred to SVFD.

## G. BUILDINGS & LAND:

1. Engineer Kneeland and crews are almost finished with remodeling the front bathrooms at Station 3. Awaiting shower door assemblies. M303 has moved back to Station 3.
2. VP Atkinson, BC Norrbom and I delivered the lease termination letter and utility check to the Derickson family on Monday. We had a very pleasant visit for over an hour with them.
3. We have located the lease agreement for Station 4 and are in the process of reviewing it along with legal Counsel. The lease expires in August of 2023, and we will be working on an extension.

## H. PREVENTION:

1. Chipper program has begun – Grove St. Meeting next week to discuss reimbursements from County for Chipper and VMI.
2. H&S Code Inspections – 200+/-, gaining compliance. Fees coming in as well. Education process.
3. Chipper portal for public is up and running. Access through County or our website.
4. VMI – “go live” May 15. County's hands. Waterman to Michael Dr.
5. Attended a workgroup meeting on defensible space (AB 3074). In entirety of SRA and VHFHZ in LRA.
6. Van Hoosear Preserve burn planning.

## I. ASSOCIATION:

1. Open House on 4/24 – 300+/- attended.
2. Mother's Day Brunch at GE - 375 attended.
3. Gearing up for 4<sup>th</sup> of July Celebration

# SONOMA VALLEY FIRE DISTRICT

## BOARD OF DIRECTORS SPECIAL MEETING MINUTES Wednesday, MAY 18, 2022

**Meeting was held via videoconference in compliance with AB 361, effective September 16, 2021.  
Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300**

**1. Call to Order**

President Norton called meeting to order at 5:30 p.m. via a zoom videoconference call.

**2. Roll Call and Determination of a Quorum**

Board of Directors present: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, and Terrence Leen

**3. Pledge of Allegiance**

The Pledge of Allegiance was led by Director Leen and recited by all.

**4. Confirmation of Agenda**

Confirmed. No agenda items reordered.

**5. Comments from the Public**

No public present.

**6. Presentations**

None

**7. Consent Calendar**

None

**8. Fire Chief's Monthly Report**

None

**9. Old Business**

None

**10. New Business**

After a discussion as to the Boards options for either an appointment or general election to fill the vacancy left by Director Brunton; a motion was made by Director Leen to fill the seat by appointment using the best practices in appointing a new member of the board with a request that all applicants must attend the June 14<sup>th</sup> meeting when applications will be reviewed. **M/S/P Leen/Emery 6 ayes**

**11. Other Business to come before the Board**

None

**12. Comments from the Floor**

None

**13. Comments/Reports from the Board**

Chief Akre mentioned honoring Director Brunton's 44 years of service between the former Valley of the Moon Fire District and the now Sonoma Valley Fire District with a plaque at the July board meeting.

**14. Closed Session**

None

**15. Adjournment**

**M/S Johnson/Leen 6 ayes**

Meeting was adjourned at 5:44 pm to a regular Board meeting on June 14, 2022, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available based on local COVID-19 restrictions in place and within compliance of new AB361 legislation. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>*

Respectfully submitted,

Maci Jerry



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>
10a	Maci Jerry, Clerk of the Board

**Agenda Item Title**

Appointment of a new Board Member to fill a vacancy left by Director resignation.

**Recommended Actions**

Review submitted applications from prospective candidates and appoint a new member of the Board.

**Executive Summary**

Due to the resignation of an elected Director the Board held a special meeting on, May 18, 2022 where they met and conferred to appoint a new member to the Board. The District, as per Government Code section 1790, published public notice of the vacancy and solicited application for appointment. Interested persons were asked to submit an application by 5pm on Thursday, June 9<sup>th</sup>. All received applications are included for Board review.

The Board is now asked to appoint a member to the vacant seat.

**Alternative Actions**

Do not appoint with the vacancy going before a general election held in November 2022.

**Strategic Plan Alignment**

**Fiscal Summary – FY 21/22**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (if required)**

None

**Attachments**

1. Candidate Applications
2. Resolution 2021/2022-12 - Appointment of SVFD Board Member
3. Certification of Appointment & Oath of Office





# Sonoma Valley Fire District Employment Application

630 2<sup>nd</sup> Street West  
Sonoma, CA 95476-6901  
(707) 996-2102  
Fax: (707) 996-2868  
svfra@svfra.org

## Information and instructions for applicants

- a. Answer all questions completely and accurately.  
b. Print or type all answers.  
c. A false statement will be an automatic disqualification.
- d. If you need additional space, use a plain sheet of paper.  
e. Resumes are welcome, but application must be completed.

Position applying for: DIRECTOR

NAME - LAST GREBEN FIRST NICHOLAS MIDDLE INITIAL F.

MAILING ADDRESS City State Zip PHONE NO.  
18490 CARRIGER RD. SONOMA CA. 95476 Day: (707) 337-4528  
Eve: ( ) \_\_\_\_\_

HOME ADDRESS IF DIFFERENT City State Zip HOW LONG THERE  
\_\_\_\_\_  
49 YEARS

PREVIOUS ADDRESS City State Zip HOW LONG THERE  
941 B ST. METALUMA CA \_\_\_\_\_  
2 YEARS

EMAIL ADDRESS DO YOU HAVE A LEGAL RIGHT TO WORK IN THE UNITED STATES? Yes:  No: \_\_\_\_\_  
mgreben@vom.com

### PERSONAL REFERENCES: (List at least three. Do not list relatives or former employers.)

Name	Phone	Occupation
1. <u>BILL NORTON</u>	<u>707-304-2170</u>	<u>RETIRED - FIREFIGHTER</u>
2. <u>BRIAN BRADY</u>	<u>707 849-7367</u>	<u>RETIRED - FIREFIGHTER</u>
3. <u>STEVE AERE</u>	<u>707 291-0613</u>	<u>FIRELHIEF</u>
4. <u>JEFF PAGANINI</u>	<u>707-732-3635</u>	<u>RETIRED FIREFIGHTER</u>
5. <u>GEORGETTE DARCY</u>	<u>707 815-1590</u>	<u>RETIRED FIRE DEPT. SECT.</u>

Please list names of schools attended	Years Completed	Field of Study	Diploma/Degree
1. <u>CARQUINEZ GRAMMAR SCHOOL</u>	<u>8</u>	<u>BASIC</u>	<u>A.S</u>
2. <u>JOHN SWEET HIGH SCHOOL</u>	<u>4</u>	<u>COLLEGE PREP</u>	<u>H.S</u>
3. <u>CONTRA COSTA JUNIOR COLLEGE</u>	<u>2 1/2</u>	<u>BUSINESS</u>	<u>A.S</u>
4. <u>SAN JOSE STATE</u>	<u>2 1/2</u>	<u>BUSINESS</u>	<u>B.S</u>

Have you been convicted of a felony in the past 7 (seven) years? Yes \_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

List any licenses or professional certificates:

\_\_\_\_\_  
\_\_\_\_\_

### EMPLOYMENT HISTORY

From: <u>Aug.</u> <u>1969</u> Month Year	To: <u>Aug.</u> <u>1971</u> Month Year	Title of Position: <u>FOREMAN</u>
Name and Address of Employer Name: <u>C.M. SUGAR</u> Address: <u>740 LORING AVE</u> City <u>CROCKET</u> State <u>CA</u> Zip _____		Name and Phone Number of Supervisor Name: _____ Phone Number: ( ) _____
Number of Employees Supervised: <u>30</u>	Monthly Salary: <u>700</u>	Hours Worked Per Week: <u>40</u>
Reason for Leaving: <u>NEW JOB</u>		
Description of Job Duties: <u>SUPERVISE WORKER IN SUGAR PRODUCTION</u>		

From: <u>Aug.</u> <u>1971</u> Month Year	To: <u>SEPT.</u> <u>1972</u> Month Year	Title of Position: <u>FIRE FIGHTER</u>
Name and Address of Employer Name: <u>CITY OF PETALUMA</u> Address: <u>500 D STREET</u> City <u>PETALUMA</u> State <u>CA</u> Zip _____		Name and Phone Number of Supervisor Name: <u>CHIEF LES LENZ</u> Phone Number: ( ) <u>DECEASED</u>
Number of Employees Supervised: <u>0</u>	Monthly Salary: <u>750</u>	Hours Worked Per Week: <u>63</u>
Reason for Leaving: <u>NEW JOB</u>		
Description of Job Duties: <u>FIRE FIGHTER</u>		

From: <u>SEPT.</u> <u>1972</u> Month Year	To: <u>SEPT.</u> <u>2003</u> Month Year	Title of Position: <u>FIRE - LIEUTENANT</u>
Name and Address of Employer Name: <u>CITY OF OAKLAND</u> Address: <u>1400 BROADWAY</u> City <u>OAKLAND</u> State <u>CA</u> Zip _____		Name and Phone Number of Supervisor Name: <u>B.C. MAYNARD BROWN</u> Phone Number: ( ) _____
Number of Employees Supervised: <u>4</u>	Monthly Salary: <u>10,000</u>	Hours Worked Per Week: <u>52</u>
Reason for Leaving: <u>RETIRED</u>		
Description of Job Duties: <u>FIRE OFFICER</u>		

May we contact your present and past employers for a reference? Yes X No \_\_\_\_\_

How did you hear about this job opening? BILL NORTON

I hereby certify that all statements made in this application are true and complete to the best of my knowledge and belief. I authorize the Sonoma Valley Fire District to investigate my qualifications, employment record or character through inquiries to any source mentioned in this application.

Signature: Michael Luke

Date: 6-6-22



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT APPOINTING DIRECTOR TO FILL VACANCY ON THE BOARD**

---

**RESOLVED**, by the Board of Directors (“the Board”) of the Sonoma Valley Fire District (“the District”), that:

**WHEREAS**, the resignation of an elected Director has created a vacancy in the District Board; and

**WHEREAS**, the California Fire Protection District Law of 1987 provides in Health and Safety Code section 13852(b) that any vacancy of a Director position elected to the District Board shall be filled pursuant to California Government Code section 1790; and

**WHEREAS**, the District has complied with the provisions of Government Code section 1790 to provide published public notice of the vacancy and solicited applications for appointment to fill the vacancy in open session at the regular Board meeting on June 14, 2022; and

**WHEREAS**, Board has received and reviewed applications, and interviewed applicants in open session at the regular Board meeting on June 14, 2022.

**NOW, THEREFORE**, as set forth in this Resolution, the Board of Directors of the Sonoma Valley Fire District hereby appoints \_\_\_\_\_ to fill the vacant Director position forthwith and hold office until the next general District election in November 2022.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Director Vacant	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk



# Sonoma Valley Fire District

*Serving the communities of*

Sonoma, Valley of the Moon, Glen Ellen, and Mayacamas

## CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE FOR DISTRICT DIRECTOR

THIS CERTIFIES that at a regular meeting held on the 14<sup>th</sup> day of June, 2022, the Sonoma Valley Fire District appointed \_\_\_\_\_ to hold the office of District Director of the above named district until the next regularly scheduled election.

### OATH OF OFFICE

*STATE OF CALIFORNIA)  
COUNTY OF SONOMA)*

*I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties upon which I am about to enter.*

\_\_\_\_\_  
*(Candidate's Signature)*

*Subscribed and sworn to before me this 14<sup>th</sup> day of June, 2022*

\_\_\_\_\_  
*William Norton*

*President of the Board*

\_\_\_\_\_  
*(Office or Title)*



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>		
10b	Jennifer Jason, Finance Officer		
<b>Agenda Item Title</b>			
Resolution 2021/2022-13 Appointing a District Treasurer and defining the duties and compensation			
<b>Recommended Actions</b>			
Review and approve Resolution 2021/2022-13			
<b>Executive Summary</b>			
<p>The district is required to determine and notify the County of Sonoma of who shall act as the district treasurer per California Health and Safety Code 13854 which states:</p> <p>(a) Except as provided in subdivision (b), the county treasurer of the principal county shall act as the district treasurer and shall receive no compensation for the receipt and disbursement of money of the district.</p> <p>(b) The district board may adopt a resolution appointing a district treasurer other than the county treasurer and defining the duties and compensation of the office. The district treasurer, or any other person authorized by the district board, shall draw checks or warrants to pay any demands which have been audited and approved in the manner prescribed by the district board.</p> <p>(c) If the district board adopts the resolution provided by subdivision (b), the district treasurer and any other person designated by the district board shall give bonds to the district conditioned for the faithful performance of their duties. The amount of each bond shall be at least one hundred thousand dollars (\$100,000) or 10 percent of the total amount of the district’s final budget for the preceding fiscal year, whichever is greater. The district board shall pay the premiums on the bonds.</p> <p>Previously approved Resolution No. 2020/2021-01 that was completed as part of the consolidation satisfies part of this legal requirement outlined above. We are presenting the resolution before you to incorporate further defining language and procedures to adhere to legal responsibilities of the district.</p>			
<b>Alternative Actions</b>			
Do not approve or approve with revisions			
<b>Strategic Plan Alignment</b>			
Not applicable			
<b>Fiscal Summary – FY 22/23</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req’d.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
None			
<b>Attachments</b>			
<ol style="list-style-type: none"> <li>1. County Notice- Confirmation of District Treasurer</li> <li>2. 01-RES 20-21 Establish SVFD_Signed</li> <li>3. Resolution 2021/2022-13</li> </ol>			

**ERICK ROESER**  
AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100  
SANTA ROSA, CA 95403  
PHONE (707) 565-2631  
FAX (707) 565-3489



**AMANDA RUCH, CPA**  
ASSISTANT AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

**BROOKE KOOP, CPA**  
ASSISTANT AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

**KATHLEEN PARNELL**  
ASSISTANT AUDITOR-CONTROLLER  
TREASURER-TAX COLLECTOR

May 24, 2022

TO: Sonoma Valley Fire District  
630 2nd Street West  
Sonoma, CA 95476

ATTN: FISCAL MANAGER

RE: **Confirmation of District Treasurer**

The office of the Auditor-Controller-Treasurer-Tax Collector (ACTTC) is requesting information to confirm adherence with California Government Code Sections 61502 and 61053.

California Government Code Section 61052 states in part: "(a) Except as provided by Section 61053, the county treasurer of the principal county shall be treasurer of the district and shall be the depository and have the custody of all of the district's money."

California Government Code Section 61053 states in part: "(a) Notwithstanding Section 61052, a district may establish an alternative depository pursuant to this section.

(b) The board of directors shall appoint a district treasurer who shall serve in the place of the county treasurer.

(c) The board of directors shall adopt a resolution that does each of the following:

(1) State its intention to withdraw its money from the county treasury.

(2) Fix the amount of the bond for the district treasurer and other district employees who will be responsible for handling the district's finances. The district shall pay the cost of the bonds."

In consideration of the above-referenced California Government Code sections and to confirm adherence with said Codes, **please respond with either (a) confirmation that the County ACTTC is the acting treasurer of the district, or (b) provide a copy of the approved board of directors' resolution appointing a district treasurer that shall serve in the place of the County ACTTC.**

**Please provide your response no later than June 15, 2022** via mail or email to the ACTTC Treasury Division.

By mail: County of Sonoma  
Treasury Division Attn: Mellisa Meckstroth  
585 Fiscal Drive, Room 101  
Santa Rosa, CA 95403

By email: [Treasury@sonoma-county.org](mailto:Treasury@sonoma-county.org)

If you have any questions or concerns, please do not hesitate to contact Mellisa Meckstroth at [Mellisa.meckstroth@sonoma-county.org](mailto:Mellisa.meckstroth@sonoma-county.org) or at 707-565-2057.

Thank you, in advance, for your prompt attention and response to this request.

Sincerely,

Dana Shern  
Treasury Manager

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT FORMING THE SONOMA VALLEY FIRE DISTRICT; SETTING THE DIRECTORS' TERMS; ELECTING OFFICERS OF THE BOARD; APPROVING AND ADOPTING LAFCO RESOLUTIONS FORMING THE DISTRICT; ADOPTING THE OFFICIAL NAME OF THE DISTRICT; APPROVING THE DISTRICT ORGANIZATIONAL STRUCTURE CHART; APPROVING THE PROPERTY TAX ALLOCATION AGREEMENT WITH THE COUNTY OF SONOMA; ACCEPTING THE TRANSFER OF ALL ASSETS AND LIABILITIES OF THE CONSOLIDATED FIRE AGENCIES; DELEGATING AUTHORITY TO THE BOARD PRESIDENT AND FIRE CHIEF TO EXECUTE NECESSARY DOCUMENTS TO COMPLETE THE TRANSFER OF ASSETS AND LIABILITIES; AND ADOPTING A DISTRICT APPROPRIATIONS LIMIT**

**WHEREAS**, effective December 10, 2019, pursuant to California Government Code section 56853, the Boards of Directors of Glen Ellen Fire Protection District (“GEFPD”) and the Valley of the Moon Fire Protection District (“VOMFPD”, and the Board of Supervisors of the County of Sonoma on behalf of the Mayacamas Volunteer Fire Company in County Service Area No. 40 (“Mayacamas VFC”) (hereinafter collectively referred to as “the Parties”), all adopted Concurrent Resolution No. 2019/2020-08 to jointly request and initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code (“Cortese-Knox-Hertzberg Act”), with the Local Agency Formation Commission of the County of Sonoma (“Sonoma LAFCO”) for the reorganization of the Parties and formation of the Sonoma Valley Fire District; and

**WHEREAS**, on December 16, 2019, pursuant to Concurrent Resolution No. 2019/2020-08, GEFPD submitted its petition for reorganization of the Parties and formation of the Sonoma Valley Fire District to Sonoma LAFCO; and

**WHEREAS**, on February 11, 2020, the Parties entered into a Property Tax Allocation Agreement concerning real property tax revenue and other payments to fund the Sonoma Valley Fire District; and

**WHEREAS**, on March 4, 2020, Sonoma LAFCO adopted Sonoma LAFCO Resolution 2723, approving the GEFPD petition for reorganization of the Parties and formation of the Sonoma Valley Fire District, which included several executory provisions to be taken by the newly-established Sonoma Valley Fire District Board of Directors; and

**WHEREAS**, on May 6, 2020, Sonoma LAFCO adopted Sonoma LAFCO Resolution 2724, finding insufficient protest, and confirming and ordering without an election the reorganization of the Parties and formation of the Sonoma Valley Fire District; and

**WHEREAS**, on or about June 15, 2020, Sonoma LAFCO recorded a Certificate of Completion with the Sonoma County Recorder, pursuant to California Government Code section 57202, which officially established the effective date of the reorganization of the Parties and formation of the Sonoma Valley Fire District; and

**WHEREAS**, at its initial special meeting on July 1, 2020, the Board of Directors of the Sonoma Valley Fire District identified the need to take several executory steps to implement the formation of the Sonoma Valley Fire District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sonoma Valley Fire District is hereby established and formed pursuant to the Cortese-Knox-Hertzberg Act and Sonoma County LAFCO Resolutions 2723 and 2724.

**BE IT FURTHER RESOLVED**, that, based on consensus, the initial terms for the seven members of the Board of Directors of the Sonoma Valley Fire District are as follows: three (3) Directors with a two year term of office through December 2022 and subject to District-wide election in November 2022 – Directors Raymond Bruton, Mark Johnson, and Terrance Leen; and four (4) Directors with a four year term of office through December 2024 and subject to election by divisions in November 2024 – Directors John Atkinson, Brian Brady, Mark Emery, and William Norton.

**BE IT FURTHER RESOLVED**, that the following members of the Board of Directors of the Sonoma Valley Fire District were elected as the initial officers of the Sonoma Valley Fire District: President – Director William Norton; Vice President – Director John Atkinson; and Treasurer – Director Mark Johnson.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District approves and adopts Sonoma County LAFCO Resolutions 2723 and 2724 forming the Sonoma Valley Fire District.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District approves and adopts the name “Sonoma Valley Fire District” as the official name of the District.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District approves and adopts the District Organizational Structure Chart, a true and correct copy of which is attached as Exhibit “A” to this Resolution.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District approves and adopts on the Property Tax Allocation Agreement entered into by the GEFPD and the County of Sonoma on February 11, 2020, concerning real property tax revenue and other payments to fund the Sonoma Valley Fire District.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District accepts the transfer to the District of all assets and liabilities of the Parties, as authorized in Sonoma County LAFCO Resolutions 2723 and 2724.



**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District delegates authority to the President of the Board of Directors and the District Fire Chief to execute necessary documents to complete the transfer of assets and liabilities to the District.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Sonoma Valley Fire District approves and adopts an initial District appropriations limit of \$20,000,000.00, as authorized in Sonoma County LAFCO Resolutions 2723 and 2724.

Passed, approved, and adopted at a special meeting of the Board of Directors of the Sonoma Valley Fire District by the following votes. Passed and adopted this July 1, 2020.

  
\_\_\_\_\_  
President, Board of Directors

Ayes:   7    
Noes:         
Absent:       

CERTIFICATION:

  
\_\_\_\_\_  
Clerk of the Board of Directors

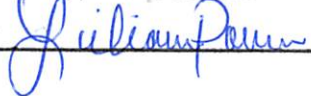
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



State of California, County of Sonoma  
Subscribed and sworn to (or affirmed) before me on

this 20<sup>th</sup> day of July, 2020, by William Norton and Mag M. Jerry

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary 

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SONOMA VALLEY FIRE DISTRICT OF SONOMA COUNTY, STATE OF  
CALIFORNIA, APPOINTING A DISTRICT TREASURER AND DEFINING THE  
DUTIES AND COMPENSATION IN THAT OFFICE; AND RATIFYING THE  
ACTIONS OF THE DISTRICT SINCE JULY 1, 2020**

---

**WHEREAS**, the Sonoma Valley Fire District (hereafter referred to as “District”) is a fire protection district established and operating pursuant to the California Fire Protection District Law of 1987, Health and Safety Code Sections 13800 et seq; and

**WHEREAS**, Health and Safety Code Section 13854 authorizes the District to appoint a District Treasurer other than the County Treasurer; and

**WHEREAS**, upon the creation of the District in July 1, 2020, District Resolution 2020/2021-01 designated the District Treasurer and established a Finance Committee to oversee the District Treasurer in the payment of District obligations; and

**WHEREAS**, the District wishes to streamline the procedures for paying the obligations of the District, including ensuring timely payment of payroll and being able to take advantage of discounts for early payment for goods and services; and

**WHEREAS**, the District Board of Directors wishes to ratify the previous actions since July 2020 by the District Board of Directors, District Treasurer and District Finance Committee concerning the procedures and actions for the review, approval and payment of obligations of the District.

**NOW, THEREFORE, IT BE RESOLVED**, as follows:

**1. District Treasurer.**

- A. Commencing July 1, 2022, the District Treasurer shall be appointed by the Board of Directors of the District. The current Treasurer is Mark Johnson.
- B. The District Treasurer shall be bonded to the District for the faithful performance of their duties. The amount of bond shall be \$100,000.00, or 10% of the total amount of the District’s final budget for the preceding fiscal year, whichever is greater. The District shall pay the premiums on the bonds.
- C. The District Treasurer shall keep and maintain or cause to be kept and maintained, in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the District. The District

Treasurer or designee shall further review all statements, invoices, bills or other demands for payment on the District. Any claims or demands that are pursuant to the Government Tort Claims Act (Government Code Sections 900 et seq.) or that are litigation matters shall be reviewed by the District Treasurer or the Treasurer's designee to determine if the demand for payment is in proper form and should be paid. The District Treasurer or designee shall, from time to time, prepare reports on all such demands and present said report to the Finance Committee.

## **2. Finance Committee.**

- A. There shall continue to be a Finance Committee for the District. The committee shall be comprised of one member of the District Board and the District's Treasurer. The one member shall be selected by a majority vote of the Board, said vote to be held pursuant to a motion before the Board. Each member shall affirmatively accept each appointment. The member shall serve at the pleasure of a majority of the Board. No member of the Finance Committee shall receive any compensation for carrying out their duties on the Finance Committee. The current District Board appointed member is John (Matt) Atkinson.
- B. Each member of the Finance Committee shall be bonded to the District for the faithful performance of their duties. The amount of the bond shall be \$100,000.00 or 10% of the total amount of the District's final budget for the preceding fiscal year, whichever is greater. The District shall pay the premiums on the bonds.
- C. The Finance Committee shall hold meetings as required. Special meetings may be held and all meetings shall be held pursuant to all provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq. A special meeting may be called by either member of the Finance Committee.
- D. The Finance Committee shall cause to be prepared and submitted to the District Board reports of all action of the Finance Committee. Additional reports that have been demanded by a majority of the District Board shall be prepared and presented to the District Board. The reports of the Finance Committee shall be presented to the Board at the regular meeting.

## **3. Payment of Obligations.**

- A. There shall be established one or more District bank accounts, The District's main checking account requires the signature of any two board approved bank signers in accordance with the district's policy. The other established District bank accounts, presently known as payroll and chief's revolving account requires a singular signature of any one board approved bank signer in accordance with the district's policy.

Payments shall be made from time to time, and as needed in order to ensure the timely payments of the District's obligations.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Director Vacant	Aye_____	No_____	Absent_____
 Vote:	 Aye_____	 No_____	 Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>		
10c	Steve Akre, Fire Chief		
<b>Agenda Item Title</b>			
Resolution 2021/2022-14 amending the salary and benefit schedule for employees covered by the memorandum of understanding of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593.			
<b>Recommended Actions</b>			
Approve MOU with Sonoma Valley Professional Firefighters Association, IAFF Local 3593.			
<b>Executive Summary</b>			
Two designated Board members met with a representative of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593. The resulting MOU is being presented to the Board for approval. Amendments to the MOU are as follows:			
<u>Four-Year Contract (June 27, 2022 through June 30, 2026)</u>			
<ul style="list-style-type: none"> <li>• Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2021-22.</li> <li>• Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 22-23</li> <li>• Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 23-24</li> <li>• Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 24-25</li> <li>• The Fire Mechanic’s salary will be set at the monthly rate of EMT Engineer, Step B and advance at the normal step increase schedule.</li> <li>• Longevity pay will be paid on a per pay period basis.</li> <li>• Holiday pay will be paid during the pay period in which they occur.</li> <li>• Updated 40-hour leave conversions from 56-hour accruals.</li> </ul>			
<b>Alternative Actions</b>			
Request additional information or changes before approving the MOU			
<b>Strategic Plan Alignment</b>			
The MOU is in alignment with Goal 1, Objective 1B: Analyze educational requirements, salaries and benefit packages with comparable agencies.			
<b>Fiscal Summary – FY 22/23</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$625,485.75	District General Fund	\$625,485.75
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$625,485.75</b>	<b>Total Sources</b>	<b>\$625,485.75</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
Not Required			
<b>Attachments</b>			
<ol style="list-style-type: none"> <li>1. Memorandum of Understanding, Local 3593 for 2022-2026</li> <li>2. Resolution 2021/2022-14</li> </ol>			

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE SONOMA VALLEY FIRE DISTRICT**  
**AND**  
**SONOMA VALLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION**  
**IAFF LOCAL 3593**  
**FOR THE PERIOD OF**  
**JUNE 27, 2022 THROUGH JUNE 30, 2026**

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. ASSOCIATION - Shall mean the Sonoma Valley Professional Firefighters Association, IAFF Local #3593.
3. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
4. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District
5. DISTRICT - Shall mean the Sonoma Valley Fire District.
6. EMPLOYEES - Shall mean all District employees who are covered by this Memorandum of Understanding.
7. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
8. GRIEVANCE – Shall mean any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions.
9. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District.
10. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community.
11. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County Employees Retirement Association.



## **GENERAL PROVISIONS**

### **ARTICLE 1    PREAMBLE**

This Memorandum of Understanding is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593.

This Memorandum of Understanding shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 27, 2022 through June 30, 2026.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Sonoma Valley Fire District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2021/2022-14.

### **ARTICLE 2    RECOGNITION**

1. The District recognizes the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, as the recognized and exclusive representative for the following District employee classifications:

**Fire Mechanic  
Firefighter  
Engineer  
Fire Captain  
Training Officer  
Fire Prevention Inspector**

2. This recognition is exclusive of (1) management employees, (2) administrative employees, (3) temporary employees, (4) elected officials, (5) contract employees, (6) at will employees, and (7) part-time employees.
3. The District agrees to meet and confer and otherwise deal exclusively with the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et Seq.).

### **ARTICLE 3    SEVERENCE**

1. If any provision of this Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable, the District and Local 3593 agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Memorandum of Understanding.

### **ARTICLE 4    SOLE AGREEMENT**

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.
2. If, during the term of the Memorandum of Understanding, the parties should mutually agree to modify, amend, or alter the provisions of this Memorandum of Understanding in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the District and Local 3593. Any such changes validly made shall become part of the Memorandum of Understanding and subject to its terms.

3. The waiver or breach of any condition of this Memorandum of Understanding shall not constitute a precedent in the future enforcement of all terms and conditions herein.

#### **ARTICLE 5     FULL FORCE AND EFFECT**

1. All wages, hours, and terms and conditions of employment which are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this Memorandum of Understanding, shall remain in full force and effect during the term of this Memorandum of Understanding unless changed by mutual agreement.
2. The District and Local 3593 will abide by the Meyers-Milias-Brown Act where and when it applies to members of Local 3593.

#### **ARTICLE 6     ASSOCIATION DUES**

The District will deduct Association dues for all bargaining unit members of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, in accordance to California law.

#### **ARTICLE 7     MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Memorandum of Understanding, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;
- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

#### **ARTICLE 8     HOURS OF WORK**

1. The normal work week for safety personnel shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for safety employees covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.
2. The normal work week for the Training Officer (schedule to be determined by Operations Battalion Chief) Fire Prevention Inspector (schedule to be determined by the Fire Marshall) and Fire Mechanic (schedule to be determined by the Logistics Battalion Chief) is forty (40) hours. (The Training Officer's schedule must include Thursday evenings to accommodate Volunteer drills.)
3. For the efficient operation of the District shift personnel, upon written notification, may be temporarily reassigned by the Chief to a forty (40) hour work week schedule. Reasons for reassignment may include: light duty, as a result of a workers' compensation injury; schools and seminars; special administrative assignment; disciplinary action; or probationary orientation/training. Shift personnel reassigned to a forty (40) hour work week shall continue to accrue all benefits based on the fifty-six (56) hour work week.

4. If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Memorandum of Understanding shall meet and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacation and sick leave.

## **ARTICLE 9 OVERTIME**

1. Overtime hours worked will be compensated by payment as outlined in paragraph (2) and (3) of this Article.
2. Employees who are assigned or required to work hours, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate (e.g. full or partial shift coverage, recall to duty, participation in special projects or details, attendance at schools or training sessions, and as an assigned member of an authorized District committee).
3. Employees who receive compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for all overtime hours worked.
  - (a) Employees who are assigned to participate as a member of an authorized District committee, will be compensated a minimum of three (3) hours overtime for those meetings that they attend.

## **PAY PROVISIONS**

## **ARTICLE 10 SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 27, 2022, with a first pay date of July 15th. Appendix 'A' is hereby incorporated in and made a part of this Memorandum of Understanding.
  - (a) Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2021-22.
  - (b) Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 22-23
  - (c) Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 23-24
  - (d) Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 24-25
    - a. Formula for Shared Property tax growth – The Sonoma Valley Plan: If the secured property tax realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's secured property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in secured property tax that the SVFD realizes over 3%, the SVFD members will receive a .5% additional increase in their annual base salary capped at a maximum of an additional 1%. As an example if the SVFD's secured property tax growth was 5%, employees would receive a 3% wage increase (2% +.5% +.5%).
  - (e) The Fire Mechanic's salary will be set at the monthly rate of EMT Engineer, Step B and advance at the normal step increase schedule.
2. Newly hired employees, to the position of Fire Mechanic, Firefighter, Fire Engineer or Fire Captain class, will become eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.
  - (a) Firefighters promoted to Fire Engineer and Fire Engineers promoted to Fire Captain shall serve in the initially assigned Step, and all succeeding Steps, for a period of one (1) year based on the anniversary date of promotion.

3. Advancement to the next pay Step will be based on a satisfactory performance evaluation and Fire Captains must also successfully complete an administrative assignment (s). All wage, step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.
4. Notwithstanding contractual overtime requirements set forth in this MOU, the FLSA overtime threshold for the District's 28-day 207(k) work period is 212 hours. FLSA overtime is based on hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's hours worked during the 28-day work period exceed 212.

**ARTICLE 11 HOLIDAYS**

1. Recognized Holidays include:

New Year's Day - January 1st  
 Martin Luther King's Birthday - third Monday of January  
 Lincoln's Birthday - February 12th  
 President's Day - third Monday of February  
 Memorial Day - last Monday of May  
 Juneteenth- June 19<sup>th</sup>  
 Independence Day - July 4th  
 Labor Day - first Monday of September  
 California Admission Day - September 9th  
 Columbus Day - second Monday of October  
 Veterans' Day - November 11th  
 Thanksgiving Day - fourth Thursday of November  
 Employee's Birthday - day after Thanksgiving Day  
 Christmas Day - December 25<sup>th</sup>

The Fire Mechanic is normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every special, one-time day appointed by the President of the United States or the Governor of the State of California., which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. Fire Captains, Fire Engineers, Firefighters, Training Officer, and Fire Prevention Inspector shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:
  - 12 hours of pay per holiday not to exceed one hundred and sixty-eight (168) hours per year.
  - (a) Holiday pay will be paid to employees in the pay period when the Holiday occurs.
3. The Fire Mechanic working a forty (40) hour week schedule will be given the holiday off.
4. Employees who are on duty on either a holiday or Sunday will follow the holiday routine outlined in the District procedures, which shall include:
  - Daily apparatus and equipment check.
  - Normal station duties and routine for cleanliness.
  - Emergency equipment repair.
  - Response to incidents.
  - Completion of all required forms and reports.

**ARTICLE 12 LONGEVITY PAY PLAN**

1. Effective January 1, 2006, the Educational Incentive Program is replaced by the Longevity Pay Plan.
2. The District agrees to pay Longevity Pay to all represented employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

Full Years of Employment Completed	Percentage of Pay over Monthly Base
5	2.5 %
10	5 %
15	7.5 %
20	10%

3. Longevity pay will be paid to employees in prorated payments in each payroll check (26 pay periods).
4. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

**ARTICLE 13 PAY FOR WORK OUT OF CLASSIFICATION**

1. An employee who is assigned by the Chief or his/her designee to perform the duties of a higher classification shall be paid at the rate of that higher classification at A Step.
2. The District reserves the right to utilize Management or Administrative staff to cover stations when personnel are attending day time schools, training sessions, meetings and similar events.

**ARTICLE 14 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Memorandum of Understanding for employees covered by the Memorandum of Understanding will remain in effect for the duration of this Memorandum of Understanding, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.
  - a. For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:
    - Plan "A" (Legacy) Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.
    - "Plan A" (Legacy) Non-safety employees shall be responsible for 100% of the age-based contribution rate, not to exceed 8%.
    - Employer will pay all contributions in excess of 12% on behalf of Plan "A" (Legacy) Safety Employees and in excess of 8% for Plan "A" (Legacy) Non-safety Employees.
4. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 50 to the 3% at age 50 formula (Plan A Legacy). The plan for Non-safety employees provides 3% at age 60 (Plan A Legacy).

(a) Employees hired after December 31, 2012 are eligible for the following retirement plans. Final compensation is based on 3-year highest salary average.

- Safety –2.7% at 57 (Plan B PEPRA)
- Non-safety –2.5% at 67 (Plan B PEPRA)

## **ARTICLE 15 SICK LEAVE**

1. Fire Captains, Fire Engineers and Firefighters working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven (7) hours per pay period, equaling 7.59 shifts (182 hours) annually.
  - a. The Training Officer, Fire Prevention Inspector, and Fire Mechanic working a forty (40) hour schedule shall accrue sick leave at the rate of five (5) hours per pay period, equaling sixteen and one-quarter (16.25) eight (8) hour days (130 hours) annually. This is a conversion factor of .714285714 compared to the 56-hour accrual rate
5. Sick leave shall start being accrued at the beginning of the probationary period.
6. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows:
  - (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) will be applied towards service credit with SCERA.
  - (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty-four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for any statutory purpose listed in Labor Code Section 246.5. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. Refer to District criteria and procedures on sick leave usage.
8. Employees shall be entitled to use ten (10) eight-hour days or six (6) shifts of their sick leave during the year for the purposes and criteria set forth in Labor Code Sections 233 and 246.5.
9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term illness, injury or incapacitation is to be submitted to the Chief for consideration.
10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate and must be used during the calendar year in which it is granted.
11. When applicable, "Federal Family Medical Leave, California Family Rights Act leave and California Pregnancy Disability Leave Act" runs concurrently with sick leave.
12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

**ARTICLE 16 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour or two (2) regularly scheduled shifts (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner, and any other person regularly residing in the employee's home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**ARTICLE 17 VACATION**

1. Fire Captains, Fire Engineers and Firefighters shall accrue vacation leave as follows:

Years of Service	Shifts	Annual Hours
1 through 5	8	192
6 through 10	10	240
11 through 15	11	264
16 through 20	13	312
21+	14	336

2. The Training Officer, Fire Prevention Inspector, and Fire Mechanic shall accrue annual vacation leave as follows using a conversion factor of .714285714 compared to the 56-hour accrual rate:

Years of Service	Hours
1-5	137
6-10	171
11-15	189
16-20	223
21+	240

3. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.
4. Employees accrue vacation leave on a per pay-period basis (26 pay periods annually).
5. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
  - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
6. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
7. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.

8. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave. In order to be eligible for this option, employees must notify payroll of the number of vacation hours they are electing to cash out prior to January 1 of the year preceding the cash out. This 1-year advance notice provision is necessary to remain in compliance with IRS rules.

#### **ARTICLE 18 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

#### **ARTICLE 19 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year.

#### **ARTICLE 20 SHIFT TRADE**

Safety employees shall have the right to exchange shifts when approved by the Chief and the change does not interfere with the operation of the District or Sonoma Valley Fire District. All trades shall comply with current approved procedures.

#### **ARTICLE 21 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2022, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Delta Dental Plan, and Vision Service Plan.
  - (a) Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.
  - (a) Employees who choose a health plan that exceeds the limits set herein, will be required to pay the difference in premium through payroll deduction.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.
5. Effective June 28, 2021, the District agrees to provide employees covered by this Agreement with \$1200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to the current 457 plan provider to offset the costs of health, dental and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's and the employee's eligible dependents' health, dental, and vision care insurance benefit plans. This provision includes only those types of health, dental, and vision care plans in effect and at the benefit levels provided at the time of retirement and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis



until either: the retired employee fails to make the forty percent (40%) plan contribution, the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.

7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental, or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred percent (100%) contribution to the plan(s), the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.

8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.

9. The District maintains the right to change health plan providers as circumstances warrant.

10. Health Insurance Opt-Out

(a) Proof of Existing Alternative Equivalent Coverage

Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.

(b) Opt-Out Rate

If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

## **ARTICLE 22 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage, for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

## **ARTICLE 23 LONG-TERM DISABILITY INSURANCE**

1. The District will pay the full cost of providing long-term disability insurance for all employees in the representation unit.

(a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

**ARTICLE 24 UNIFORMS**

1. All employees in this representation unit who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:
  - (a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.
  - (b) Dress uniform, white shirt and black tie, as needed, each five (5) years.
2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.
3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph (A-1) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.
4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

**ARTICLE 25 PROMOTIONS**

1. All positions shall be filled per the "Personnel Selection and Hiring Rules." Promotional examinations shall be first offered to qualified employees per Section 502.1 of the "Personnel Selection and Hiring Rules." Only in the event that there are no qualified employees, or none of those qualified successfully pass the promotional examination process, shall recruitment be open to candidates outside the Sonoma Valley Fire District.
2. The District and Employees have entered into a Career Development plan. All candidates must meet the requirements stipulated in the Sonoma Valley Fire District's "Career Development Guide."

**ARTICLE 26 PROBATION**

1. All newly-hired entry level employees covered by this Memorandum of Understanding shall be required to serve a twenty-four (24) month probationary period. All lateral employees covered by this Memorandum of Understanding shall be required to serve a twelve (12) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.
2. All employees promoted to a higher classification shall serve a twelve (12) month probationary period.

**ARTICLE 27 PROFESSIONAL STAFFING LEVELS**

District station staffing will meet the following criteria:

1. If an overtime shift becomes available, IAFF Local 3593 will have "First Right of Refusal." Local 3593 members will make every effort to maintain the professional staffing level of two (2) professional firefighters on each staffed ambulance, and three (3) professional firefighters on each staffed engine company that is funded by the District. This does not include the City's funded engine company, which shall remain at a professional staffing level of two (2).
  - (a) In the event that professional coverage cannot be attained, the shift relief time will be offered to Management or Administrative Staff and a qualified group of Volunteer Firefighters.
  - (b) Should Management or Administrative Staff or qualified Volunteer Firefighters not be available to fill the shift relief time, subject coverage will revert back to Local 3593 to fill.

2. Under supervision of Management, Local 3593 members currently manage the overtime relief program.
3. Qualifications for Volunteer Firefighters to work shift relief will be established by representatives of Management and IAFF, Local 3593, with final approval of the Fire Chief.
4. The District reserves the right to utilize management and administrative staff to cover day time hours, 0730 hours to 1700 hours, as the need arises. (This could be due to on-duty attendance of seminars/schools and unexpected absences that might occur during the course of the day.)

**ARTICLE 28 DISCIPLINARY ACTION**

The District may dismiss, suspend, or demote an employee for just cause. Appeals from disciplinary action should be filed as outlined in sub-section 2 (b) of Article 31, entitled "Grievance Procedure."

**ARTICLE 29 LAYOFF AND REHIRE**

1. A District employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority, either department or classification, shall be based on the respective position each employee was assigned on the eligibility list (i.e., the employee highest on the eligibility list will be accorded the most seniority).
  - (a) For City of Sonoma employees who transitioned into the District prior to January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.
2. If the need for layoff does arise, said layoff shall come first from the employee with the least departmental seniority regardless of rank.
  - (a) If the City of Sonoma ends its relationship with the Sonoma Valley Fire District, all Fire District employees hired prior to December 31<sup>st</sup> 2011 shall retain their position with the District.
3. If there should be a reduction from the officer classification, the employee with the least seniority within that classification may displace an employee within the firefighter classification provided that employee has less departmental seniority than the employee who is being removed as an officer.
4. No new employees shall be hired until the laid-off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules," has elapsed from the date of lay off.
  - (a) If a former District employee has been separated from the District for a period of more than six (6) months he or she shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of lay off.
  - (b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications held prior to layoff.

**ARTICLE 30 GRIEVANCE PROCEDURE**

1. Definition: A grievance is any dispute that involves the interpretation or application of any provisions of this Memorandum of Understanding: disciplinary action, or rules, regulations, resolutions, ordinances, and existing practices that govern personnel practices and working conditions.
2. A grievance shall be processed in the following manner:
  - (a) The Firefighters' Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary. This does not limit the rights of the individual employee to pursue the grievance on their own.

- (b) If a grievance does exist, they shall within fifteen (15) business days after the event or at such time that they became aware that a grievable event occurred, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.
- (c) If within fifteen (15) business days after submission to the Chief, the grievance has not been settled, it shall then be submitted to the President of the Board of Directors' "Personnel Committee" for adjustment.
- (d) If within fifteen (15) business days after submission to the "Personnel Committee" the grievance has not been settled, the District hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.
- (e) A "Class Action Grievance" may be filed and pursued by any employee or the Association.
- (f) The Association or individual employee shall have the right to representation at any or all steps of the grievance process.

**ARTICLE 31 REPRESENTATION**

If the employee desires the assistance of an authorized Local 3593 representative, as provided in Step 2 (b) of Article 31, entitled "Grievance Procedure," the District agrees to permit one (1) representative, designated by the grievant, and reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Local 3593 representative shall obtain the approval of the Chief or other authorized management official before leaving his/her duty or work station or assignment for the purpose of processing a grievance.

**ARTICLE 32 NON-STRIKE AGREEMENT**

The members of the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agree that they will not engage in any strikes, slow-downs, work stoppage, or interfere with the operation of the Sonoma Valley Fire District.

**ARTICLE 33 RULES AND REGULATIONS**

The Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agrees that its members shall comply with the District rules and regulations including those relating to conduct and work performance. The District agrees the application of departmental rules and regulations which affect District employee working conditions and performance shall be subject to the grievance procedure. The Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agrees that the District shall have the right to modify, alter, or revise these rules and regulations. In the event the District does modify the rules and regulations, it shall give the Sonoma Valley Professional Firefighters' Association advance written notice of the revisions, modifications, or alterations and shall append a copy of the revised rules and regulations to this Memorandum of Understanding.

**ARTICLE 34 TERM**

The term of this Memorandum of Understanding shall be June 27, 2022 through June 30, 2026.

**ARTICLE 35 EXISTING BENEFITS CONTINUED**

1. Except as provided herein, this Memorandum of Understanding does not modify existing benefits, policies, or procedures, nor does it modify provision of the prior Memorandum of Understanding applicable to the employees covered by this Memorandum of Understanding. Such benefits, policies, procedures, and provisions as remain unmodified shall continue in full force and effect throughout the term of this Memorandum of Understanding.
2. Neither party hereto waives the right, in future negotiations, to raise or urge additions, amendments, revisions, deletions, or other changes to any provisions herein.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 14<sup>th</sup> day of June 2022.

Sonoma Valley Professional  
Firefighters' Association, IAFF  
Local 3593

Sonoma Valley Fire District

By \_\_\_\_\_  
Dustin Garcia, President                      Date

By \_\_\_\_\_  
William Norton, President                      Date

By \_\_\_\_\_  
Maci Jerry, Clerk                                      Date

**APPENDIX 'A' SALARY PLAN**

**June 27, 2022 through June 30, 2026**

All classifications reflect salary increase or modification as follows:

**Fire Mechanic**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly:	7,869	8,103	8,344	8,597	8,852
	Hourly:	45.40	46.75	48.14	49.60	51.07
<i>July 1, 2023</i>	Monthly:	8,027	8,266	8,512	8,769	9,031
	Hourly:	46.31	47.69	49.11	50.59	52.10
<i>July 1, 2024</i>	Monthly:	8,188	8,431	8,682	8,944	9,211
	Hourly:	47.24	48.64	50.09	51.60	53.14
<i>July 1, 2025</i>	Monthly:	8,351	8,599	8,856	9,124	9,395
	Hourly:	48.18	49.61	51.09	52.64	54.20

**Firefighter**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly:	6,784	6,989	7,200	7,412	7,633
	Hourly:	27.88	28.72	29.59	30.46	31.37
<i>Medic</i>	Monthly:	7,125	7,337	7,558	7,784	7,994
	Hourly:	29.28	30.15	31.06	31.99	32.85
<i>July 1, 2023</i>	Monthly:	6,920	7,127	7,344	7,560	7,787
	Hourly:	28.44	29.29	30.18	31.07	32.00
<i>Medic</i>	Monthly:	7,268	7,483	7,709	7,940	8,154
	Hourly:	29.87	30.75	31.68	32.63	33.51
<i>July 1, 2024</i>	Monthly:	7,059	7,271	7,490	7,711	7,942
	Hourly:	29.01	29.88	30.78	31.69	32.64
<i>Medic</i>	Monthly:	7,414	7,633	7,862	8,098	8,317
	Hourly:	30.47	31.37	32.31	33.28	34.18
<i>July 1, 2025</i>	Monthly:	7,200	7,417	7,641	7,865	8,101
	Hourly:	29.59	30.48	31.40	32.32	33.29
<i>Medic</i>	Monthly:	7,563	7,787	8,020	8,261	8,483
	Hourly:	31.08	32.00	32.96	33.95	34.86

**Engineer**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly:	7,869	8,103	8,344	8,597	8,852
	Hourly:	32.34	33.30	34.29	35.33	36.38
<i>Medic</i>	Monthly:	8,259	8,509	8,765	9,025	9,295
	Hourly:	33.94	34.97	36.02	37.09	38.20
<i>July 1, 2023</i>	Monthly:	8,028	8,266	8,512	8,770	9,030
	Hourly:	32.99	33.97	34.98	36.04	37.11
<i>Medic</i>	Monthly:	8,424	8,680	8,940	9,205	9,480
	Hourly:	34.62	35.67	36.74	37.83	38.96
<i>July 1, 2024</i>	Monthly:	8,188	8,432	8,682	8,945	9,210
	Hourly:	33.65	34.65	35.68	36.76	37.85
<i>Medic</i>	Monthly:	8,592	8,852	9,118	9,390	9,670
	Hourly:	35.31	36.38	37.47	38.59	39.74
<i>July 1, 2025</i>	Monthly:	8,351	8,599	8,855	9,125	9,395
	Hourly:	34.32	35.34	36.39	37.50	38.61
<i>Medic</i>	Monthly:	8,765	9,030	9,300	9,578	9,862
	Hourly:	36.02	37.11	38.22	39.36	40.53

## Captain

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly:	9,118	9,390	9,675	9,965	10,264
	Hourly:	37.47	38.59	39.76	40.95	42.18
<i>Medic</i>	Monthly:	9,575	9,860	10,159	10,461	10,777
	Hourly:	39.35	40.52	41.75	42.99	44.29
<i>July 1, 2023</i>	Monthly:	9,300	9,578	9,870	10,164	10,468
	Hourly:	38.22	39.36	40.56	41.77	43.02
<i>Medic</i>	Monthly:	9,767	10,057	10,364	10,670	10,994
	Hourly:	40.14	41.33	42.59	43.85	45.18
<i>July 1, 2024</i>	Monthly:	9,485	9,770	10,067	10,368	10,677
	Hourly:	38.98	40.15	41.37	42.61	43.88
<i>Medic</i>	Monthly:	9,962	10,259	10,570	10,884	11,213
	Hourly:	40.94	42.16	43.44	44.73	46.08
<i>July 1, 2025</i>	Monthly:	9,675	9,965	10,269	10,575	10,892
	Hourly:	39.76	40.95	42.20	43.46	44.76
<i>Medic</i>	Monthly:	10,162	10,463	10,782	11,101	11,437
	Hourly:	41.76	43.00	44.31	45.62	47.00

## Paramedic Differential:

1. Effective July 1, 2017, employees who maintain paramedic certification will receive a 5% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.
2. The District shall provide reimbursement, with approval of the Chief, for expenses incurred for Continuing Education training as follows:
  - (a) A Continuing Education maintenance allowance program will contain the following points:
    - Each paramedic will receive \$300.00 per year for the purpose of defraying costs in attaining Continuing Education credit. The funds will be distributed in December.
    - Employees will not be eligible for a scheduled Continuing Education maintenance allowance unless they had completed at least six months of full-time regular employment.
    - Overtime will not be paid for time spent gaining Continuing Education credit.
    - Upon receipt, it will be the sole responsibility of the employee to manage these funds to ensure that Continuing Education costs were defrayed. This will include choosing which Continuing Education opportunities to participate in.

## Training Officer

1. The Training Officer (Fire Captain) will receive a 10% differential based on the employee's current pay step. This differential will be added to the hourly rate of pay.
2. Overtime opportunities for the Training Officer:
  - (a) The Training Officer may sign up for Overtime to cover shift vacancies. Shift coverage OT shall not interfere with the Training Officer's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current step in the 56-hour Captain's range.
  - (b) The Training Officer, if qualified, will have the first opportunity to fill BC Overtime among qualified Fire Captains. BC coverage OT will be compensated at BC Step B salary.

(c) Strike Team and Overhead opportunities will be addressed on a case-by-case basis within the existing policy. Strike team and overhead assignments will be compensated at the employee's current step in the 56-hour Fire Captain's range.

3. The Training Officer will be assigned an SVFD vehicle.

### **Fire Prevention Inspector**

1. The Fire Prevention Inspector will receive a 10% differential based on the employee's current rank and pay step. This differential will be added to the hourly rate of pay.
2. Overtime opportunities for the Fire Prevention Inspector:
  - (a) The Fire Prevention Inspector may sign up for Overtime to cover shift vacancies in their current rank or acting qualification. Shift coverage OT shall not interfere with the Fire Prevention Officer's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current rank and step in the 56-hour salary range.
  - (b) Strike Team and Overhead opportunities will be addressed on a case-by-case basis within the existing policy. Strike team and overhead assignments will be compensated at the employee's current rank and step in the 56-hour salary range.
3. The Fire Prevention Inspector will be assigned an SVFD vehicle in accordance with the take home vehicle policy.

### **40 Hour per week Firefighter Permanent Assignment**

1. 40-hour FF will receive an hourly rate consistent with the monthly salary identified in the salary schedule for shift Firefighters. The 40-hour FF will receive a 3% differential as compensation in lieu of FLSA pay.
2. The 40-hour FF will accrue the same rates of vacation as the Training Officer and the Fire Mechanic.
3. The 40-hour Firefighter's work week schedule shall be determined by the Operations Chief.
4. Shift coverage OT shall not interfere with the 40-hour Firefighter's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current step of the shift Firefighter's rate.



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY  
FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA,  
AMENDING THE SALARY AND BENEFIT SCHEDULE OF THE SONOMA VALLEY  
PROFESSIONAL FIREFIGHTERS ASSOCAITION, IAFF LOCAL 3593 EMPLOYEES  
COVERED BY THE MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District, by adoption of Resolution 2020/2021-20, dated June 29, 2021, amended the salary and benefit schedule of employees covered by the Memorandum of Understanding; and

**WHEREAS**, two members of the negotiating team for the Sonoma Valley Fire District Board of Directors have met and conferred with representatives of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, regarding modification of the current Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby repeals Resolution Number 2020/2021-20, which extends to the Memorandum of Understanding, replacing it with Resolution 2021/2022-14.

**BE IT FURTHER RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby adopts Resolution Number 2021/2022-14, which amends the salary and benefit schedule for those employees covered by the Memorandum of Understanding for the period commencing June 27, 2022 and ending June 30, 2026.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board:

President Norton	Aye _____	No _____	Absent _____
Vice President Atkinson	Aye _____	No _____	Absent _____
Treasurer Johnson	Aye _____	No _____	Absent _____
Director Brady	Aye _____	No _____	Absent _____
Director Emery	Aye _____	No _____	Absent _____
Director Leen	Aye _____	No _____	Absent _____
Director Vacant	Aye _____	No _____	Absent _____
Vote:	Aye _____	No _____	Absent _____

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>		
10d	Steve Akre, Fire Chief		
<b>Agenda Item Title</b>			
Resolution 2021/2022-15 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employee covered by the General Employee Agreement			
<b>Recommended Actions</b>			
Approve the agreements for Management and Administrative Employees and General Employee groups			
<b>Executive Summary</b>			
Two designated Board members met with a representative of the Management and Administrative Employees group, and the Fire Chief met with the employees covered by the General Employee Agreement. The resulting contracts are being presented to the Board for approval. Amendments to the agreements are as follows: <u>Four-Year Contract (June 27, 2022 through June 30, 2026)</u> <ul style="list-style-type: none"> <li>• Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2021-22.</li> <li>• Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 22-23</li> <li>• Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 23-24</li> <li>• Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 24-25</li> <li>• Increased 40-hour differentials by 5% to be consistent with Union MOU.</li> <li>• Longevity pay will be paid on a per pay period basis.</li> <li>• Holiday pay will be paid during the pay period in which they occur.</li> <li>• Updated 40-hour leave conversions from 56-hour accruals.</li> </ul>			
<b>Alternative Actions</b>			
Request additional information or changes before approving the agreements			
<b>Strategic Plan Alignment</b>			
These agreements are in alignment with Goal 1, Objective 1B: Analyze educational requirements, salaries and benefit packages with comparable agencies.			
<b>Fiscal Summary – FY 22/23</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$114,892.12	District General Fund	\$114,892.12
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$114,892.12</b>	<b>Total Sources</b>	<b>\$114,892.12</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
Not Required			
<b>Attachments</b>			
<ol style="list-style-type: none"> <li>1. Administrative Agreement for Management and Administrative Employees for 2022-2026</li> <li>2. General Employee Agreement for 2022-2026</li> <li>3. Resolution 2021/2022-15</li> </ol>			

**ADMINISTRATIVE AGREEMENT**  
**BETWEEN THE SONOMA VALLEY FIRE DISTRICT**  
**AND**  
**MANAGEMENT & ADMINISTRATIVE EMPLOYEES**  
**FOR THE PERIOD OF**  
**JUNE 27, 2022 THROUGH JUNE 30, 2026**

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
4. DISTRICT - Shall mean the Sonoma Valley Fire District.
5. EMPLOYEES - Shall mean all Management and Administrative employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers.
8. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community.
9. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County Employees Retirement Association.

## **GENERAL PROVISIONS**

### **ARTICLE 1    PREAMBLE**

This Agreement is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the Management and Administrative Employees.

This Agreement shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 27, 2022 through June 30, 2026.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Sonoma Valley Fire District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2021/2022-15.

### **ARTICLE 2    RECOGNITION**

Management and Administrative employees shall be considered as "Exempt" employees and include the following classifications:

**Finance Officer  
Fire Marshal  
Administrative Battalion Chief (40-HR)  
Battalion Chief  
Fire Chief**

### **ARTICLE 3    AT-WILL EMPLOYMENT PROVISION**

Employment of the Fire Chief at the Sonoma Valley Fire District is offered on an "at will" basis within the meaning of California Labor Code §2922. This means that either the Fire Chief or the District may end the relationship at any time with or without cause or notice.

### **ARTICLE 4    SEVERANCE**

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the management and administrative employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.

### **ARTICLE 5    RENEWAL PROVISION**

This Agreement will be automatically renewed from year to year thereafter unless amended by Resolution of the District's Board of Directors.

### **ARTICLE 6    MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;
- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

**ARTICLE 7     HOURS OF WORK**

1. The normal work week for the Fire Chief, Administrative Battalion Chief, Fire Marshal, and Finance Officer shall be forty (40) hours per week (schedule to be determined by the Chief). The normal work week for Shift Battalion Chiefs shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for Shift Battalion Chiefs covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.
2. Rest and meal periods to be observed in accordance with law.
3. The usual work day for the Fire Chief, Administrative Battalion Chief, Fire Marshal, and Finance Officer shall be eight (8) hours. The usual work day for Battalion Chiefs shall be twenty-four (24) hours.

**ARTICLE 8     OVERTIME**

Management and administrative employees are considered to be "Exempt" employees and not normally entitled to overtime; however, Battalion Chiefs that cover operational shifts other than those assigned to them will be compensated at one and one-half (1-1/2) times the hourly rate. The Administrative Battalion Chief will be entitled to cover operational shifts at the shift Battalion Chief overtime rate. Fifty-six (56) hour shift Battalion Chief's will have first right of refusal on all shift Battalion Chief vacancies. The current Fire Chief (S. Akre), due to his operational and local experience, will be compensated at the Fire Chief's OES straight time rate when covering operational Battalion shifts. When the Fire Marshal is performing fire investigations outside of normal work hours, the position will be compensated at one and one-half (1-1/2) times the hourly rate.

1. Employees who receive overtime compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for the first hour and for all succeeding hour(s).

**PAY PROVISIONS**

**ARTICLE 9     SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 27, 2022, with a first pay date of July 15<sup>th</sup>, 2022. Appendix 'A' is hereby incorporated in and made a part of this Agreement.

2. Normally a management or administrative employee will start at Step A, however an appointment to a higher step may be recommended by the Chief, or in the case of the Chiefs classification the Board of Directors. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed employees, to a management or administrative employee class, will become eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.
  - (a) Advancement will be based on satisfactory performance evaluation, completion of all training assignments with recommendation and approval of the Chief. All wage, step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.
4. Effective June 27, 2022, with a first pay date of July 15<sup>th</sup>, the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix A. The basis of these computations shall be as follows:
  - (a) Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2920
  - (b) Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080
  - (c) Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2021-22.
  - (d) Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 22-23
  - (e) Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 23-24
  - (f) Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 24-25
  - (g) Formula for Shared Property tax growth – The Sonoma Valley Plan: If the secured property tax realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's secured property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in secured property tax that the SVFD realizes over 3%, the SVFD members will receive a .5% additional increase in their annual base salary capped at a maximum of an additional 1%. As an example, if the SVFD's property tax growth was 5%, employees would receive a 3% wage increase (2% +.5% +.5%)

## **ARTICLE 10 HOLIDAYS**

1. Recognized Holidays include:

New Year's Day - January 1st  
 Martin Luther King's Birthday - third Monday of January  
 Lincoln's Birthday - February 12th  
 President's Day - third Monday of February  
 Memorial Day - last Monday of May  
 Juneteenth- June 19<sup>th</sup>  
 Independence Day - July 4th  
 Labor Day - first Monday of September  
 California Admission Day - September 9th  
 Columbus Day - second Monday of October  
 Veterans' Day - November 11th



Thanksgiving Day - fourth Thursday of November  
 Employee's Birthday - day after Thanksgiving Day  
 Christmas Day - December 25<sup>th</sup>

Forty (40) hour employees covered by this agreement are normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every special, one-time day appointed by the President of the United States or the Governor of the State of California, which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. Chief Officers and the Fire Marshal shall receive pay for the recognized holidays, whether scheduled on or off duty, by the following formula:
- 12 hours of pay per holiday not to exceed one hundred and sixty-eight (168) hours per year.
- (a) Holiday pay will be paid to Chief Officers and the Fire Marshal in the pay period when the Holiday occurs.
  - (b) An employee must be in pay status on the date of payment to receive any pay for recognized holidays. An employee first employed after the previous payment pay period will receive a pro-rata amount of the half year's pay for recognized holidays, based on the ratio of hours worked to hours in a half year at the employee's regular schedule.
  - (c) It is understood and agreed that pay for recognized holidays is a form of deferred compensation and is deemed pensionable for the period it was earned and not for the pay period in which it was paid.
3. Other management and administrative employees working a forty (40) hour week schedule will be given the holiday off. If a holiday falls on a weekend or normally scheduled non-work day, the employee has the option to take the holiday on the workday prior to or following the holiday.

**ARTICLE 11 LONGEVITY PAY PLAN**

- 1. Effective January 1, 2006, the Educational Incentive Program is replaced by the Longevity Pay Plan.
- 2. The District agrees to pay Longevity Pay to all management and administrative employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

Full Years of Employment Completed	Percentage of Pay over Monthly Base
5	2.5 %
10	5 %
15	7.5 %
20	10%

- 3. Longevity pay will be paid to employees in prorated payments in each payroll check (26 pay periods).

4. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

#### **ARTICLE 12 ADMINISTRATIVE LEAVE**

1. To complete the responsibilities and tasks associated with their positions, management and administrative employees have additional duties as assigned, whether on forty (40) or fifty-six (56) hour work weeks.
  - (a) In recognition of this, the District will annually grant those employees working a forty (40) hour week ten (10) eight (8) hour days and those working a fifty-six (56) hour week six (6) shifts of "Administrative Leave." Employees accrue administrative leave on a prorated basis each payroll period.
  - (b) Beginning on July 1, 2018, in consideration of increased responsibilities and workloads for management and administrative employees, the District will annually grant those employees working forty (40) hour week an additional ten (10) eight (8) hours days and those working a fifty-six (56) hour week an additional six (6) shifts of "Administrative Leave." Employees will accrue the additional administrative leave on a prorated basis each payroll period. If/when workloads diminish, or if administrative staffing increases, the terms of this additional benefit will be revisited.
2. On the 12<sup>th</sup> payroll of each year, the management or administrative employee will have the option of receiving payment for a maximum of ninety-six (96) hours of administrative leave. All time cashed out will be deducted from the employee's balance of accrued administrative leave.
3. Upon retirement, a management or administrative employee can elect to be compensated a maximum of two years' accrual of unused Administrative Leave. Such compensation will be at the retiring employee's hourly rate of pay. The maximum allowed pensionable hours for Administrative Leave per year are eighty (80) hours for those employees working a forty (40) hour week and ninety-six (96) hours for those employees working a fifty-six (56) hour week.
4. Except as provided in Article 11, sub-section 2 & 3, management and administrative employees terminating employment with the District will not be entitled to compensation for their balance of unused "Administrative Leave."
5. In the event that a management or administrative employee was not able to use their Administrative Leave during the year, that employee will be allowed to carry their unused balance into the next year.

#### **ARTICLE 13 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any

employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.

- (a) For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:
  - Plan "A" (Legacy) Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.
  - Employer will pay all contributions in excess of 12% on behalf of Plan "A" (Legacy) Safety Employees and in excess of 8% for Plan "A" (Legacy) non-safety Employees.
4. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement System. This plan converted from the 2% at age 50 to the 3% at age 50 formula. The plan for non-safety employees provides 3% at age 60.
  - (a) Management or administrative employees hired after December 31, 2012, are eligible for the following retirement plans. Final compensation is based on 3-year highest salary average.
    - Safety – 2.7% at 57 (Plan B PEPRA)
    - Non-safety – 2.5% at 67 (Plan B PEPRA)

#### **ARTICLE 14    SICK LEAVE**

1. Management and administrative employees working a forty (40) hour schedule shall accrue sick leave at the rate of five (5) hours per pay period, equaling sixteen and one-quarter (16.25) eight (8) hour days (130 hours) annually. This is a conversion factor of  $40/56 = .714285714$
2. Management and administrative employees working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven (7) hours per pay period, equaling 7.59 shifts (182 hours) annually.
  - (a) In the event that the District fills a management or administrative position with an individual not previously employed as a regular and full-time employee, the Board of Directors has the authority to advance that individual sick leave not to exceed ninety (90) days.
  - (b) Any sick leave advanced under this paragraph will be offset by the District as that employee accrues annual sick leave up to the amount advanced. Once accrued sick leave equals the original amount advanced by the Board, that employee will continue to accrue sick leave according to the remaining provisions of this Article.
3. Sick leave shall be start being accrued at the beginning of the probationary period.
4. Employees accrue sick leave on a prorated basis each payroll period.
5. With the exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows.
  - (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) will be applied towards service credit with SCERA.

- (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.
  7. Sick leave may be utilized for any statutory purpose listed in Labor Code Section 246.5. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. In the event, an employee meets the aforementioned criteria, the employee can only utilize sick leave. Should the employee's sick leave balance be exhausted, the employee will go on unpaid leave during their absence, unless authorization is given by the Fire Chief to utilize other leave balances. Refer to District criteria and procedures on sick leave usage.
  8. The employee shall be entitled to use ten (10) eight-hour days or six (6) shifts of their sick leave during the year for the purposes and criteria set forth in Labor Code Sections 233 and 246.5.
  9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for a family member who has a serious long-term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term health condition is to be submitted to the Chief for consideration.
  10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
  11. When applicable, "Federal Family Medical Leave, California Family Rights Act Leave, and California Pregnancy Disability Leave Act" runs concurrently with California Sick Leave.
  12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

## **ARTICLE 15 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour, or two (2) regularly scheduled shifts (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner and any other person regularly residing in the employees home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**ARTICLE 16 VACATION**

1. Management and administrative employees shall accrue vacation leave based on the schedule that they are working be that a forty (40) hour or fifty-six (56) hour work week as follows using a conversion factor of .714285714 for 40 hour compared to the 56 hour accrual rate:

**Forty Hour Work Week Schedule:**

Years of Service	Annual Hours
1 through 5	137
6 through 10	171
11 through 15	189
16 through 20	223
21+	240

**Fifty-Six Hour Work Week Schedule:**

Years of Service	Shifts	Annual Hours
1 through 5	8	192
6 through 10	10	240
11 through 15	11	264
16 through 20	13	312
21+	14	336

2. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.
3. Employees accrue vacation leave on a prorated basis each payroll period.
4. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
  - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
5. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
6. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
7. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave. In order to be eligible for this option, employees must notify payroll of the number of vacation hours they are electing to cash out prior to January 1 of the

year preceding the cash out. This 1-year advance notice provision is necessary to remain in compliance with IRS rules.

#### **ARTICLE 17 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

#### **ARTICLE 18 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year.

#### **ARTICLE 19 SHIFT TRADE**

Shift employees shall have the right to exchange shifts when approved by the Chief and the change does not interfere with the operation of the District or Sonoma Valley Fire District. All trades shall comply with current approved procedures.

#### **ARTICLE 20 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2022, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Delta Dental Plan, and Vision Service Plan.
  - (a) Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan has been chosen as the plan to use for this cap.
  - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan will be required to pay the difference in premium.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FASIS. This provision is not applicable to retirees.
5. Effective June 28, 2021, the District agrees to provide full-time employees covered by this Agreement with \$1,200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to a 457 deferred compensation plan to offset the costs of health, dental, and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's, and the employee's eligible dependents', health, dental, and vision care insurance benefit plans. This provision includes only those types of health, dental, and vision care plans comparable to the benefit levels provided at the time of retirement, and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty (40%)

percent plan contribution; the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.

7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental, or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.

8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.

9. The District maintains the right to change health plan providers as circumstances warrant.

10. Health Insurance Opt Out

(a) Proof of Existing Alternative Equivalent Coverage

Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.

(b) Opt-Out Rate

If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

## **ARTICLE 21 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage, for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

**ARTICLE 22 LONG-TERM DISABILITY INSURANCE**

1. The District will pay the full cost of providing long-term disability insurance for all employees in the representation unit.
  - (a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

**ARTICLE 23 UNIFORMS**

1. All management and administrative employees who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:
  - (a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.
  - (b) Dress uniform, white shirt and black tie, as needed, each five (5) years.
2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.
3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph 1. (a) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.
4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

**ARTICLE 24 PROMOTIONS**

1. All positions shall be filled per the "Personnel Selection and Hiring Rules". Promotional examinations shall be first offered to qualified employees per Section 502.1 of the "Personnel Selection and Hiring Rules". Only in the event that there are no qualified employees, or none of those qualified successfully pass the promotional examination process, shall recruitment be open to candidates outside the Sonoma Valley Fire District.
2. The District and Employees have entered into a Career Development plan. All candidates must meet the requirements stipulated in the Sonoma Valley Fire District "Career Development Guide".

**ARTICLE 25 PROBATION**

1. All newly employed management or administrative employees covered by this Agreement shall be required to serve a twenty-four (24) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure. Annual performance reviews shall be required after the first six (6) months and again after conclusion of their probationary period.
2. All employees promoted to officer classifications shall serve a twelve (12) month probationary period. A performance review shall be required at the conclusion of the probationary period.



**ARTICLE 26    STAFF VEHICLES**

1. The Chief is assigned a staff vehicle with use of that vehicle intended for the performance of assigned duties. Off duty use of those vehicles is permitted by the Board of Directors, on a limited basis, due to the nature of the position held and need for emergency recall.
2. Other management and administrative employees can be assigned staff vehicles, as needed, for the conducting of District business including the need for emergency recall.
3. The use of District vehicles shall be in accordance with District procedures as outlined in the Sonoma Valley Fire District Lexipol Manual.

**ARTICLE 27    USE OF PRIVATE VEHICLES**

1. The use of private vehicles, by management and administrative employees, for conducting District business, shall be limited to those situations approved by the Chief.
  - (a) Those situations can include: an emergency where a staff vehicle is not available; extended absences from the District due to attendance of a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.
2. Those management and administrative employees who use their private vehicle for District business, as outline in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy.
3. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Manual of Operations.

**ARTICLE 28    LAYOFF AND REHIRE**

1. A District employees' departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority either for the department or classification based seniority, shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be accorded the most seniority).
2. If there should be a reduction from the management or administrative classification the employee with the least seniority within that classification will be laid off. If a demotion is necessary within the management or administrative classifications the management or administrative employee with the least seniority will be demoted to their former classification.
  - (a) Classifications covered by the provisions of the Agreement shall be governed by the appropriate sections thereof.
  - (b) For City of Sonoma employees who transitioned into the District after January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.
3. No new employees shall be employed until the laid off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules", has elapsed from the date of lay off.

(a) If a former District employee has been separated from the District for a period of more than six (6) months they shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of their layoff.

(b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications that they held prior to layoff.

**ARTICLE 29 POLICIES SUBJECT TO CHANGE**

All of the policies contained herein are subject to change at any time by a Resolution of the Board of Directors. Nothing herein shall bind the Board of Directors for any specific period of time, nor shall this Policy be considered to limit the Board's discretion to make any and all changes hereto that it deems necessary.

**ARTICLE 30 TERM**

The term of this Agreement shall be June 27, 2022 through June 30, 2026.

**ARTICLE 31 EXISTING BENEFITS CONTINUED**

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provisions in any prior Agreement applicable to the employees covered by this Agreement. Such benefits, policies, procedures and provisions as remain unmodified shall continue in full force and effect throughout the term of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement this 14<sup>th</sup> day of June, 2022.

Management and Administrative  
Employees Group

Sonoma Valley Fire District

By \_\_\_\_\_  
Spencer Andreis Date

By \_\_\_\_\_  
William Norton, President Date

By \_\_\_\_\_  
Maci Jerry, Clerk Date

**APPENDIX 'A'**

**MANAGEMENT & ADMINISTRATIVE EMPLOYEES**

**SALARY PLAN**

June 27, 2022 through June 30, 2026

**Finance Officer**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	8,523	8,776	9,041	9,310	9,591
	Hourly	49.17	50.63	52.16	53.71	55.33
<i>June 27, 2023</i>	Monthly	8,693	8,951	9,221	9,495	9,783
	Hourly	50.15	51.64	53.20	54.78	56.44
<i>June 27, 2024</i>	Monthly	8,866	9,129	9,405	9,686	9,979
	Hourly	51.15	52.67	54.26	55.88	57.57
<i>June 27, 2025</i>	Monthly	9,043	9,311	9,594	9,880	10,178
	Hourly	52.17	53.72	55.35	57.00	58.72

**Fire Marshal**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	12,773	13,154	13,549	13,955	14,375
	Hourly	73.69	75.89	78.17	80.51	82.93
<i>June 27, 2023</i>	Monthly	13,028	13,418	13,820	14,234	14,662
	Hourly	75.16	77.41	79.73	82.12	84.59
<i>June 27, 2024</i>	Monthly	13,288	13,686	14,095	14,518	14,955
	Hourly	76.66	78.96	81.32	83.76	86.28
<i>June 27, 2025</i>	Monthly	13,553	13,960	14,378	14,810	15,255
	Hourly	78.19	80.54	82.95	85.44	88.01

**Battalion Chief (56-HR)**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	11,588	11,933	12,288	12,658	13,035
	Hourly	47.62	49.04	50.50	52.02	53.57
<i>June 27, 2023</i>	Monthly	11,819	12,172	12,534	12,911	13,296
	Hourly	48.57	50.02	51.51	53.06	54.64
<i>June 27, 2024</i>	Monthly	12,055	12,415	12,785	13,169	13,561
	Hourly	49.54	51.02	52.54	54.12	55.73
<i>June 27, 2025</i>	Monthly	12,296	12,663	13,040	13,432	13,831
	Hourly	50.53	52.04	53.59	55.20	56.84

**Administrative Battalion Chief (40-HR)**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	12,773	13,154	13,549	13,955	14,375
	Hourly	73.69	75.89	78.17	80.51	82.93
<i>June 27, 2023</i>	Monthly	13,028	13,418	13,820	14,234	14,662
	Hourly	75.16	77.41	79.73	82.12	84.59
<i>June 27, 2024</i>	Monthly	13,288	13,686	14,095	14,518	14,955
	Hourly	76.66	78.96	81.32	83.76	86.28
<i>June 27, 2025</i>	Monthly	13,553	13,960	14,378	14,810	15,255

**Fire Chief**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	14,101	14,524	14,959	15,408	15,872
	Hourly	81.35	83.79	86.30	88.89	91.57
<i>June 27, 2023</i>	Monthly	14,383	14,815	15,259	15,716	16,189
	Hourly	82.98	85.47	88.03	90.67	93.40
<i>June 27, 2024</i>	Monthly	14,671	15,111	15,564	16,030	16,513
	Hourly	84.64	87.18	89.79	92.48	95.27
<i>June 27, 2025</i>	Monthly	14,964	15,413	15,876	16,351	16,845
	Hourly	86.33	88.92	91.59	94.33	97.18

**GENERAL EMPLOYEE AGREEMENT  
BETWEEN SONOMA VALLEY FIRE DISTRICT  
AND  
GENERAL EMPLOYEES  
FOR THE PERIOD OF  
JUNE 27, 2022 THROUGH JUNE 30, 2026**

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
4. DISTRICT - Shall mean the Sonoma Valley Fire District.
5. EMPLOYEES - Shall mean all General employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers under the Sonoma Valley Fire District.
8. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community.
9. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County Employees Retirement Association.

## **GENERAL PROVISIONS**

### **ARTICLE 1    PREAMBLE**

This Agreement is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the General Employees.

This Agreement shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 27, 2022 through June 30, 2026.

This Agreement has been arrived at as a result of meeting and conferring in good faith with the Fire Chief of the Sonoma Valley Fire District under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2021/2022-15.

### **ARTICLE 2    RECOGNITION**

General employees shall be considered as "Non-Exempt" employees and include the following classifications:

**Administrative Clerk  
Administrative Assistant  
Human Resources/Payroll Technician**

### **ARTICLE 3    SEVERENCE**

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the General Employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.

### **ARTICLE 4    RENEWAL PROVISION**

This Agreement will be automatically renewed from year to year thereafter unless amended by Resolution of the District's Board of Directors.

### **ARTICLE 5    MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;



- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

**ARTICLE 6     HOURS OF WORK**

1. The normal work week shall be forty (40) hours per week (schedule to be determined by the Chief).
2. Rest and meal periods to be observed in accordance with law.
3. The usual work day shall be eight (8) hours. Part-time employees will be assigned schedules suitable to the position and department need.

**ARTICLE 7     OVERTIME**

1. Employees who are assigned or required to work hours that exceed forty (40) hours in a pay week shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate.
2. Employees who receive overtime compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for the first hour and for all succeeding hour(s).

**PAY PROVISIONS**

**ARTICLE 8     SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 27, 2022, with a first pay date of July 15<sup>th</sup>, 2022. Appendix 'A' is hereby incorporated in and made a part of this Agreement.
2. Normally a general employee will start at Step A; however, an appointment to a higher step may be recommended by the Chief. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed staff, to a general employee class, will become eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.
  - (a) Advancement will be based on satisfactory performance evaluation and completion of all training assignments with recommendation and approval of the Chief. All step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.
4. Effective June 27, 2022, with a first pay date of July 15<sup>th</sup>, the salaries of all employees covered in this Agreement shall be as stated in Appendix A. The basis of these computations shall be as follows:

- (a) Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080
- (b) Hourly rates for Part-time employees shall be calculated based off the 40-hour employees calculation stated above however, their monthly and annual salary would be prorated to match whatever their schedule is determined to be by the Chief.
- (c) Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2021-22.
- (d) Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 22-23
- (e) Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 23-24
- (f) Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 24-25
- (g) Formula for Shared Property tax growth – The Sonoma Valley Plan: If the secured property tax realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's secured property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in secured property tax that the SVFD realizes over 3%, the SVFD members will receive a .5% additional increase in their annual base salary capped at a maximum of an additional 1%. As an example, if the SVFD's secured property tax growth was 5%, employees would receive a 3% wage increase (2% +.5% +.5%)

**ARTICLE 9     HOLIDAYS**

1. Recognized Holidays include:

- New Years' Day - January 1<sup>st</sup>
- Martin Luther Kings' Birthday - third Monday of January
- Lincoln's' Birthday - (floating holiday)
- President's' Day - third Monday of February
- Memorial Day - last Monday of May
- Juneteenth- June 19<sup>th</sup>
- Independence Day - July 4<sup>th</sup>
- Labor Day - first Monday of September
- California Admission Day - (floating holiday)
- Columbus Day - second Monday of October
- Veterans Day - November 11<sup>th</sup>
- Thanksgiving Day - fourth Thursday of November
- Employees' Birthday - day after Thanksgiving Day
- Christmas Eve - the afternoon of December 24<sup>th</sup>
- Christmas Day - December 25<sup>th</sup>

Employees covered by this agreement are normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every special, one-time day appointed by the President of the United States or the Governor of the State of California, which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).

2. General employees will be given the holiday off. If a holiday falls on a weekend or normally scheduled non-work day, the employee has the option to take the holiday on the workday prior to or following the holiday.
3. The business office will not close on Lincoln's Birthday (February 12) or California Admission Day (September 9). General employees will be given a floating holiday for each of these dates, which may be taken during the calendar year with prior approval. Part-time employees may use the floating holiday only if they were scheduled to work on the date on which the holiday falls.
  - (a) Floating holidays must be used during the calendar year on which they occur, after which time they will be unavailable to the employee.

**ARTICLE 10 LONGEVITY PAY PLAN**

1. During the term of this Agreement, the District agrees to pay Longevity Pay to all general employees who have been employed on a full-time regular basis for consecutive years of employment as follows:

5	2.5 %
10	5 %
15	7.5 %
20	10%

2. Longevity pay will be paid to employees in prorated payments in each payroll check (26 pay periods).

**ARTICLE 11 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 55 to the 3% at age 60 formula for general employees.
  - (a) Non-safety employees hired after December 31, 2012 are eligible for the following retirement plan. Final compensation is based on 3-year highest salary average.
    - Non-safety – 2.5% at 67 (Plan B PEPRA)
4. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in " Plan B."

- For employees hired prior to January 1, 2013, the following employee contributions apply:
- “Plan A” (Legacy) Non-safety employees shall be responsible for 100% of the age-based contribution rate, not to exceed 8%.
- Employer will pay all contributions in excess of 8% on behalf of “Plan A” (Legacy) Non-safety Employees.

**ARTICLE 12 SICK LEAVE**

1. General employees working a forty (40) hour schedule shall accrue sick leave at the rate of five (5) hours per pay period, equaling sixteen and one-quarter (16.25) eight (8) hour days (130 hours) annually.
2. Part-Time general employees may request and use up to three (3) days or twenty-four (24) hours of accrued, paid sick leave per year in accordance with the Healthy Workplace Healthy Family Act of 2014 (AB 1522).
3. Sick leave shall be accrued during the first twelve (12) months of the probationary period.
4. Employees accrue sick leave on a prorated basis each payroll period.
5. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement an employee will have the option to either:
  - (a) If one-hundred percent (100%) of benefit has not been attained, employee’s accrued sick leave will be applied towards service credit with SCERA.
  - (b) If one-hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days. This is to be paid to the employee in cash at the employee’s hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Full-time General Employees using twenty-four (24) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for any statutory purpose listed in Labor Code Section 246.5. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. In the event, an employee meets the aforementioned criteria, the employee can only utilize sick leave. Should the employee’s sick leave balance be exhausted, the employee will go on unpaid leave during their absence, unless authorization is given by the Fire Chief to utilize other leave balances. Refer to District criteria and procedures on sick leave usage.
8. The employee shall be entitled to use ten (10) eight-hour days of their sick leave during the year for the care of family members based on the criteria set forth in Labor Code Sections 233 and 246.5.
9. The District can authorize the use of family sick leave, in excess of ten (10) days, in those instances where it is necessary for an employee to care for a family member who has a serious long-term health condition. It will be the individual employee’s responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term health condition is to be submitted to the Chief for consideration.

10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted. Alternate leave may only be used after the employee has completed six (6) months of employment.
11. When applicable, "Federal Family Medical Leave, California Family Rights Act Leave, and California Pregnancy Disability Leave Act" runs concurrently with California Sick Leave.
12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

**ARTICLE 13 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour days (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner and any other person regularly residing in the employees home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**ARTICLE 14 VACATION**

1. General employees working a forty (40) hour schedule shall accrue vacation leave based on the following schedule:

Years of Service	Annual Hours
1 through 5	137
6 through 10	171
11 through 15	189
16 through 20	223
21+	240

2. Vacation leave shall be accrued during the twelve (12) month probationary period; however, no vacation leave will be granted until the employee has completed twelve (12) months of employment based on the employee's anniversary date of hire.
3. Employees accrue vacation leave on a prorated basis each payroll period.
4. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years' vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.

- (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
- 5. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
- 6. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued unexcused absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
- 7. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave. A maximum of ninety-six (96) hours of cashed-out vacation leave per year is pensionable. In order to be eligible for this option, employees must notify payroll of the number of vacation hours they are electing to cash out prior to January 1 of the year preceding the cash out. This 1-year advance notice provision is necessary to remain in compliance with IRS rules.

**ARTICLE 15 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

**ARTICLE 16 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year for those days when the employee would have been scheduled to work.

**ARTICLE 17 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

- 1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) hour schedule and their eligible dependents. As of July 1, 2022, Health, Dental and Vision care insurance plans currently include: FDAC EBA Medical Program, Delta Dental Plan and Vision Service Plan.
  - a. Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
- 2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen as the plan to use for a cap.
  - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan, will be required to pay the difference in premium.
- 3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
- 4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FASIS. This provision is not applicable to retirees.

5. Effective June 28, 2021, the District agrees to provide full-time employees covered by this Agreement with \$1,200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to a 457 deferred compensation plan to offset the costs of health, dental, and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired on or after January 1, 2006** are not eligible for District-paid health, dental or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.
7. The District maintains the right to change health plan providers as circumstances warrant.
8. Health Insurance Opt Out
  - (a) **Proof of Existing Alternative Equivalent Coverage**  
Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.
  - (b) **Opt-Out Rate**  
  
If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

**ARTICLE 18 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

**ARTICLE 19 LONG-TERM DISABILITY INSURANCE**

The District will pay the full cost of providing long-term disability insurance for employees working a forty (40) hour schedule in the representation unit.

- (a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

**ARTICLE 20 PROBATION**

1. All newly-employed general employees covered by this Agreement shall be required to serve a one-year probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.
2. Annual performance reviews shall be required after the first six (6) months and again after conclusion of their probationary period.

**ARTICLE 21 USE OF PRIVATE VEHICLES**

1. The use of private vehicles, by general employees, for conducting District business, shall be limited to those situations approved by the Chief.
  - (a) Those situations can include: an emergency where a staff vehicle is not available; extended absences from the District due to attendance of a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.
2. Those general employees who use their private vehicle for District business, as outlined in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy.
3. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Manual of Operations.

**ARTICLE 22 LAYOFF AND REHIRE**

1. A District employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority, either department or classification, shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be accorded the most seniority).
2. If there should be a reduction from the general classifications. The employee with the least seniority within the classification will be laid off. If a demotion is necessary within the general classifications the general employee with the least seniority will be demoted to their former classification.
3. No new employees shall be employed until the laid off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules", has elapsed from the date of layoff.
  - (a) If a former District employee has been separated from the District for a period of more than six (6) months they shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of their layoff.
  - (b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications that they held prior to layoff.

**ARTICLE 23 POLICIES SUBJECT TO CHANGE**

All of the policies contained herein are subject to change at any time by a Resolution of the Board of Directors. Nothing herein shall bind the Board of Directors for any specific period of time, nor shall this Policy be considered to limit the Board's discretion to make any and all changes hereto that it deems necessary.



**ARTICLE 24 TERM**

The term of this Agreement shall be June 27, 2022 through June 30, 2026.

**ARTICLE 25 EXISTING BENEFITS CONTINUED**

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provisions in any prior Agreement applicable to the employees covered by this Agreement. Such benefits, policies, procedures and provisions as remain unmodified shall continue in full force and effect throughout the term of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 14<sup>th</sup> day of June, 2022.

General Employee

Sonoma Valley Fire District

By \_\_\_\_\_  
Maci Jerry Date

By \_\_\_\_\_  
Fire Chief Stephen Akre Date

**APPENDIX 'A'**  
**GENERAL EMPLOYEES**  
**SALARY PLAN**

June 27, 2022 through June 27, 2026

**Administrative Clerk**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	4,839	4,982	5,131	5,287	5,443
	Hourly	27.92	28.74	29.60	30.50	31.40
<i>June 27, 2023</i>	Monthly	4,937	5,080	5,233	5,392	5,552
	Hourly	28.48	29.31	30.19	31.11	32.03
<i>June 27, 2024</i>	Monthly	5,035	5,183	5,337	5,500	5,663
	Hourly	29.05	29.90	30.79	31.73	32.67
<i>June 27, 2025</i>	Monthly	5,136	5,287	5,444	5,609	5,775
	Hourly	29.63	30.50	31.41	32.36	33.32

**Administrative Assistant**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	5,666	5,833	6,008	6,188	6,375
	Hourly	32.69	\$33.65	34.66	35.70	36.78
<i>June 27, 2023</i>	Monthly	5,779	5,949	6,127	6,311	6,503
	Hourly	33.34	34.32	35.35	36.41	37.52
<i>June 27, 2024</i>	Monthly	5,895	6,068	6,250	6,438	6,633
	Hourly	34.01	35.01	36.06	37.14	38.27
<i>June 27, 2025</i>	Monthly	6,013	6,190	6,375	6,566	6,767
	Hourly	34.69	35.71	36.78	37.88	39.04

**Human Resources/Payroll Technician**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	6,514	6,706	6,909	7,117	7,330
	Hourly	37.58	38.69	39.86	41.06	42.29
<i>June 27, 2023</i>	Monthly	6,644	6,840	7,048	7,259	7,478
	Hourly	38.33	39.46	40.66	41.88	43.14
<i>June 27, 2024</i>	Monthly	6,777	6,977	7,188	7,405	7,627
	Hourly	39.10	40.25	41.47	42.72	44.00
<i>June 27, 2025</i>	Monthly	6,913	7,117	7,332	7,552	7,779
	Hourly	39.88	41.06	42.30	43.57	44.88

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, AMENDING THE SALARY AND BENEFIT SCHEDULE OF EMPLOYEES COVERED BY THE ADMINISTRATIVE AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE EMPLOYEES AS WELL AS THE EMPLOYEES COVERED BY THE GENERAL EMPLOYEE AGREEMENT**

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**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District, by adoption of Resolution 2020/2021-21, dated June 29, 2021, amended the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and employees covered by the General Employee Agreement; and

**WHEREAS**, two members of the negotiating team for the Sonoma Valley Fire District Board of Directors have met and conferred with representatives of the Administrative Staff regarding the modification of the current Administrative Agreement for Management and Administrative Employees; and

**WHEREAS**, the Fire Chief met and conferred with employee covered by the General Employee Agreement regarding the modification of the current Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby repeals Resolution Number 2020/2021-21, which extends to the Administrative Agreement for Management and Administrative Employees and the General Employee Agreement.

**BE IT FURTHER RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby adopts Resolution Number 2021/2022-15, which amends the salary and benefit schedule for those employees covered by the Administrative Agreement for Management and Administrative Employees and for those employees covered by the General Employee Agreement for the period commencing June 27, 2022 and ending June 30, 2026.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board:





**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>
10e	Steve Akre, Fire Chief

**Agenda Item Title**  
 Resolution 2021/2022-16 adopting the Sonoma Valley Fire District’s Preliminary Budget

**Recommended Actions**  
 Adopt preliminary budget for the SVFD

**Executive Summary**  
 Chief Akre will present the Fiscal Year 2022/23 Sonoma Valley Fire District’s Preliminary Budget. The Board is asked to adopt the SVFD’s preliminary budget.

It should be noted that the City’s contract amount for FY22/23 is presented as a line item in the District’s preliminary budget. By approving the preliminary budget, the City’s contract amount will also be approved. The same methodology as in previous years was used in determining the contract amount and will now be stated as a line item in revenues. This change comes in conjunction with the transition to move to a single fund accounting structure that supports current best practice processes.

**Alternative Actions**  
 Request information or changes to the budgets before adoption

**Strategic Plan Alignment**  
 Not applicable

<b>Fiscal Summary – FY 22/23</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$16,629,113.00	District General Fund	\$8,904,810.00
Add. Appropriations Req’d.	\$	Fees/Other	\$7,084,379.00
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$639,924.00
<b>Total Expenditure</b>	<b>\$16,629,113.00</b>	<b>Total Sources</b>	<b>\$16,629,113.00</b>

**Narrative Explanation of Fiscal Impacts (if required)**

- Attachments**
1. Sonoma Valley Fire District Recommended Preliminary Budget FY 22/23
  2. Resolution 2021/2022-16

Sonoma Valley Fire District  
 Recommended Preliminary Budget Fiscal Year 2022-2023



Account Number	Description		Final Budget 2020-2021	Final Budget 2021-2022	Recommended Preliminary Budget 2022-2023	Increase (Decrease) From FY21-22 to FY22-23
<b>Revenue Budget</b>						
799-00000-000-30010	Property Tax Revenue	\$	6,086,754.00	\$ 6,211,549.00	\$ 6,789,598.00	\$ 578,049.00
799-00000-000-30011	Property Taxes - Unsecured	\$	189,684.00	\$ 193,477.00	\$ 201,909.00	\$ 8,432.00
799-00000-000-30012	RDA Pass Through (AB 1290 / RPTTF)	\$	79,622.00	\$ 79,622.00	\$ 94,637.00	\$ 15,015.00
799-00000-000-30012	Residual (RPTTF)	\$	-	\$ -	\$ 200,000.00	\$ 200,000.00
799-00000-000-30014	Property Taxes-Supplemental	\$	110,715.00	\$ 112,929.00	\$ 96,840.00	\$ (16,089.00)
799-00000-000-30015	Property Tax - HOPTR	\$	35,745.00	\$ 35,745.00	\$ 37,174.00	\$ 1,429.00
799-00000-000-30016	County Collection Fee	\$	65,355.00	\$ (65,355.00)	\$ (65,941.00)	\$ (586.00)
799-00000-000-30017	Redevelopment Increment	\$	(431,542.00)	\$ (431,542.00)	\$ (480,270.00)	\$ (48,728.00)
799-00000-000-30018	Direct Charges	\$	1,475,694.00	\$ 1,793,062.00	\$ 2,030,863.00	\$ 237,801.00
799-00000-000-30019	Cost Reimbursement Coll	\$	-	\$ -	\$ -	\$ -
799-00000-000-38000	Contract for Services - SDC	\$	510,300.00	\$ 535,824.00	\$ 562,584.00	\$ 26,760.00
799-00000-000-37201	SVFRA Transfer from Fund Balance	\$	-	\$ -	\$ -	\$ -
799-00000-000-35004	Reimbursement (REDCOM & 3 City SAFER )	\$	75,280.00	\$ 162,498.00	\$ 371,698.00	\$ 209,200.00
799-00000-000-35005	Other- Misc Rev (IEC funds)	\$	-	\$ 16,900.00	\$ 16,900.00	\$ -
799-00000-000-30120	Mayacamas Supplemental Payment	\$	-	\$ 158,000.00	\$ 134,000.00	\$ (24,000.00)
799-00000-000-31407	Mechanic Services	\$	1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
799-00000-000-31409	Contract for Fire Services (City of Sonoma)	\$	5,377,311.00	\$ 5,455,749.00	\$ 5,942,697.00	\$ 486,948.00
799-00000-000-31514	Grant Revenue	\$	1,371,267.00	\$ 1,371,267.00	\$ 639,924.00	\$ (731,343.00)
799-00000-000-30116	Fire Inspection & Processing Fee	\$	55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -
799-00000-000-31108	Special Fire Svs-State Reimbursement	\$	-	\$ -	\$ -	\$ -
<b>Charges for Services</b>		\$	<b>15,002,685.00</b>	\$ <b>15,686,225.00</b>	\$ <b>16,629,113.00</b>	\$ <b>942,888.00</b>
					\$	\$ -
<b>Revenue Totals</b>		\$	<b>15,002,685.00</b>	\$ <b>15,686,225.00</b>	\$ <b>16,629,113.00</b>	\$ <b>942,888.00</b>

Sonoma Valley Fire District  
 Recommended Preliminary Budget Fiscal Year 2022-2023



Account Number	Description		Final Budget 2020-2021	Final Budget 2021-2022	Recommended Preliminary Budget 2022-2023	Increase (Decrease) From FY21-22 to FY22-23
<b>Expense Budget</b>						
799-68900-110-40110	Regular Employee	\$	6,713,233.00	\$ 7,006,800.00	\$ 7,812,731.00	\$ 805,931.00
799-68900-119-40119	District Board	\$	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
799-68900-120-40120	Part Time Worker Salary	\$	366,234.00	\$ 290,000.00	\$ 310,300.00	\$ 20,300.00
799-68900-130-40130	Overtime	\$	963,950.00	\$ 988,050.00	\$ 1,179,637.00	\$ 191,587.00
	<b>Salary and Wages</b>	\$	<b>8,048,417.00</b>	<b>\$ 8,289,850.00</b>	<b>\$ 9,307,668.00</b>	<b>\$ 1,017,818.00</b>
799-68900-115-40115	Retirement	\$	2,286,915.00	\$ 2,175,000.00	\$ 2,413,500.00	\$ 238,500.00
799-68900-116-40116	CalPERS (GLE Contract)	\$	49,000.00	\$ 58,028.00	\$ 58,028.00	\$ -
799-68900-117-40417	Medicare - District Share	\$	106,619.00	\$ 101,500.00	\$ 130,405.00	\$ 28,905.00
799-68900-118-40118	Income Protection	\$	4,300.00	\$ 4,455.00	\$ 4,455.00	\$ -
799-68900-201-40201	Employee Insurance	\$	1,463,134.00	\$ 1,438,730.00	\$ 1,522,100.00	\$ 83,370.00
799-68900-202-40202	Workers Compensation	\$	587,174.00	\$ 688,528.00	\$ 704,811.00	\$ 16,283.00
799-68900-223-40223	Unemployment	\$	1,000.00	\$ 1,500.00	\$ 1,500.00	\$ -
	<b>Employee Benefits</b>	\$	<b>4,498,142.00</b>	<b>\$ 4,467,741.00</b>	<b>\$ 4,834,799.00</b>	<b>\$ 367,058.00</b>
799-68900-310-50310	Legal	\$	30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -
799-68900-311-50311	Acctng/Audit	\$	62,000.00	\$ 22,000.00	\$ 30,000.00	\$ 8,000.00
799-68900-312-50312	Recruitment	\$	25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
799-68900-313-50313	Consulting	\$	42,500.00	\$ 42,500.00	\$ 35,000.00	\$ (7,500.00)
799-68900-347-50347	Professional Contract Services	\$	75,000.00	\$ 320,000.00	\$ 320,000.00	\$ -
799-68900-350-50350	Other-Prof/Tech	\$	9,500.00	\$ 40,460.00	\$ 35,000.00	\$ (5,460.00)
	<b>Professional Services</b>	\$	<b>244,000.00</b>	<b>\$ 479,960.00</b>	<b>\$ 475,000.00</b>	<b>\$ (4,960.00)</b>

Sonoma Valley Fire District  
 Recommended Preliminary Budget Fiscal Year 2022-2023



Account Number	Description		Final Budget 2020-2021		Final Budget 2021-2022		Recommended Preliminary Budget 2022-2023		Increase (Decrease) From FY21-22 to FY22-23
799-68900-401-60401	Utilities	\$	90,900.00	\$	90,900.00	\$	90,900.00	\$	-
799-68900-403-60403	Custodial	\$	25,000.00	\$	30,000.00	\$	20,000.00	\$	(10,000.00)
799-68900-404-60404	Repair & Mainte	\$	95,000.00	\$	100,000.00	\$	100,000.00	\$	-
799-68900-406-60406	Rental-Equipmen	\$	4,000.00	\$	3,700.00	\$	3,700.00	\$	-
799-68900-407-60407	Contract Services / Property Related	\$	312,579.00	\$	100,000.00	\$	95,000.00	\$	(5,000.00)
799-68900-420-60420	Building Maintenance	\$	55,000.00	\$	60,000.00	\$	60,000.00	\$	-
<b>Property Services</b>		<b>\$</b>	<b>582,479.00</b>	<b>\$</b>	<b>384,600.00</b>	<b>\$</b>	<b>369,600.00</b>	<b>\$</b>	<b>(15,000.00)</b>
799-68900-450-60450	Dues & Subscriptions	\$	-	\$	20,000.00	\$	25,000.00	\$	5,000.00
799-68900-451-60451	Insurance Property / Liability	\$	75,000.00	\$	173,762.00	\$	184,148.00	\$	10,386.00
799-68900-452-60452	Communications	\$	40,000.00	\$	47,000.00	\$	47,000.00	\$	-
799-68900-453-60453	Publications and Notices & Advertising	\$	1,500.00	\$	2,000.00	\$	2,300.00	\$	300.00
799-68900-454-60454	Printing & Bind	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	-
799-68900-455-60455	Travel/ Mileage Reimbursement	\$	-	\$	5,000.00	\$	15,000.00	\$	10,000.00
799-68900-456-60456	Memberships	\$	5,000.00	\$	-	\$	-	\$	-
799-68900-457-60457	Training/Conferences	\$	65,000.00	\$	81,900.00	\$	81,900.00	\$	-
799-68900-460-60460	Permit/Fees/Tax/LAFCO	\$	3,035.00	\$	25,566.00	\$	26,000.00	\$	434.00
<b>Operations</b>		<b>\$</b>	<b>191,035.00</b>	<b>\$</b>	<b>356,728.00</b>	<b>\$</b>	<b>382,848.00</b>	<b>\$</b>	<b>26,120.00</b>
799-68900-501-70501	Minor Supplies / Equipment	\$	35,500.00	\$	30,000.00	\$	25,000.00	\$	(5,000.00)
799-68900-505-70505	Fuel	\$	70,000.00	\$	95,000.00	\$	100,000.00	\$	5,000.00
799-68900-507-70507	Books & Periodicals	\$	3,500.00	\$	3,500.00	\$	2,000.00	\$	(1,500.00)
799-68900-508-70508	Safety Clothing / Uniforms	\$	55,000.00	\$	87,000.00	\$	90,000.00	\$	3,000.00
799-68900-540-70540	Rents / Leases	\$	11,500.00	\$	5,600.00	\$	3,000.00	\$	(2,600.00)
799-68900-550-70550	Major Equipment / EMS Supplies	\$	90,000.00	\$	150,000.00	\$	150,000.00	\$	-



Sonoma Valley Fire District  
 Recommended Preliminary Budget Fiscal Year 2022-2023



Account Number	Description		Final Budget 2020-2021	Final Budget 2021-2022	Recommended Preliminary Budget 2022-2023	Increase (Decrease) From FY21-22 to FY22-23
799-68900-551-70551	Major Equipment / Fire Supplies	\$	40,000.00	\$ 60,000.00	\$ 60,000.00	\$ -
799-68900-604-70604	Machinery, Shop Tools & Equip	\$	-	\$ 10,000.00	\$ 10,000.00	\$ -
799-68900-702-70702	Engineering Design	\$	10,000.00	\$ 10,000.00	\$ -	\$ (10,000.00)
799-68900-703-70703	Construction Materials	\$	100,000.00	\$ 100,000.00	\$ 25,000.00	\$ (75,000.00)
<b>Supplies</b>		<b>\$</b>	<b>415,500.00</b>	<b>\$ 551,100.00</b>	<b>\$ 465,000.00</b>	<b>\$ (86,100.00)</b>
799-68900-750-70750	Transfer to Long Term Building Reserve	\$	125,000.00	\$ 125,000.00	\$ 125,000.00	\$ -
799-68900-760-70760	Transfer to Equipment Reserve	\$	355,000.00	\$ 355,000.00	\$ 355,000.00	\$ -
799-68900-770-70770	Transfer to Operating Reserve	\$	498,112.00	\$ 601,246.00	\$ 264,198.00	\$ (337,048.00)
<b>Capital Assets</b>		<b>\$</b>	<b>978,112.00</b>	<b>\$ 1,081,246.00</b>	<b>\$ 744,198.00</b>	<b>\$ (337,048.00)</b>
799-68900-606-70606	Software	\$	20,000.00	\$ 50,000.00	\$ 25,000.00	\$ (25,000.00)
799-68900-607-70607	Computer Equipment / Maintenance	\$	25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
<b>Software &amp; Computer Equipment</b>		<b>\$</b>	<b>45,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ (25,000.00)</b>
<b>Expense Totals</b>		<b>\$</b>	<b>15,002,685.00</b>	<b>\$ 15,686,225.00</b>	<b>\$ 16,629,113.00</b>	<b>\$ 942,888.00</b>

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ADOPTING FISCAL YEAR 2022/23 PRELIMINARY BUDGETS FOR THE DISTRICT**

**WHEREAS**, the fiscal year 2022/23 Preliminary Budget has been presented to the Board of Directors of the Sonoma Valley Fire District of Sonoma County; and

**WHEREAS**, said Preliminary Budget has been reviewed and established on this date as being the Preliminary Budget of the District; and

**NOW, THEREFORE, BE IT RESOLVED** that the Preliminary Budget in the amount of \$16,629,113, attached hereto, is found and determined to be the 2022/23 Preliminary Budget of the District; and

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Director Vacant	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>			
10f	Jennifer Jason, Finance Officer			
<b>Agenda Item Title</b>				
Resolution 2021/2022-17 declaring Proposition 4 limit for fiscal year 2022/2023				
<b>Recommended Actions</b>				
Adopt Proposition 4 limit				
<b>Executive Summary</b>				
The District is required to approve a Proposition 4 appropriation limit for each fiscal year. Sonoma Valley Fire District uses a formula provided by the County of Sonoma that incorporates the annual percentage change for California Per Capita Personal income and local population growth. Last year's appropriation limit is multiplied by these percentages to produce a limit for the current year.				
<b>Alternative Actions</b>				
Suggest using an alternate method to calculate Proposition 4 limit				
<b>Strategic Plan Alignment</b>				
Not applicable				
<b>Fiscal Summary – FY 22/23</b>				
<b>Expenditures</b>				
Budgeted Amount	\$	<b>Funding Source(s)</b>	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other		\$
	\$	Use of Fund Balance		\$
		Contingencies		\$
		Grants		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>		<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>				
<b>Attachments</b>				
<ol style="list-style-type: none"> <li>1. Price Factor and Population Information</li> <li>2. "P1" Calculation of Appropriation Limits</li> <li>3. Resolution 2021/2022-17</li> </ol>				

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

**2022-23:**

Per Capita Cost of Living Change = 7.55 percent  
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio:  $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio:  $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23:  $1.0755 \times 0.997 = 1.0723$

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>--- Population Minus Exclusions ---</u></b>		<b><u>Total Population</u></b>
	<b>2021-2022</b>	<b>1-1-21</b>	<b>1-1-22</b>	<b>1-1-2022</b>
Sonoma				
Cloverdale	-1.37	9,029	8,905	8,905
Cotati	-1.53	7,512	7,397	7,397
Healdsburg	-1.29	11,174	11,030	11,030
Petaluma	-1.36	59,756	58,945	58,945
Rohnert Park	-0.65	44,287	43,998	43,998
Santa Rosa	-0.91	177,396	175,775	175,775
Sebastopol	-0.41	7,520	7,489	7,489
Sonoma	0.22	10,755	10,779	10,779
Windsor	-0.73	26,134	25,942	25,942
Unincorporated	0.54	130,546	131,253	132,144
County Total	-0.54	484,109	481,513	482,404

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

"P1" CALCULATION OF APPROPRIATION LIMITS

	21-22	22-23
PER CAPITA INCREASE	1.0573	1.0755
POPULATION CHANGE	0.9854	1.0054
POPULATION FACTOR USED	(COUNTY TOTAL)	(UNICORP TOTAL)

FIRE DISTRICTS:

71251 BODEGA BAY	3,317,640	3,587,390
71301 RANCHO ADOBE	7,132,624	7,712,561
71451 GRATON	1,653,789	1,788,255
71551 KENWOOD	748,225	809,061
71601 MONTE RIO	1,124,095	1,215,493
71801 GOLD RIDGE	5,282,492	5,711,999
71901 SONOMA COUNTY FIRE DISTR	34,000,000 *	36,764,462
71951 NORTHERN SONOMA COUNTY	1,276,545 *	1,380,338
72001 TIMBER COVE	281,418	304,299
72051 CLOVERDALE	2,123,467	2,296,121
72751 NORTH SONOMA COAST	1,276,545	1,380,338
72901 SONOMA VALLEY FIRE DISTRICT	20,837,268	22,531,498
<b>SUBTOTAL</b>	<b>79,054,108</b>	<b>85,481,815</b>

REC & PARK DISTRICTS:

72151 CAMP MEEKER	317,975	343,829
72251 MONTE RIO	382,256	413,336
72301 RUSSIAN RIVER	654,575	707,797
<b>SUBTOTAL</b>	<b>1,354,806</b>	<b>1,464,962</b>

OTHER DISTRICTS:

72550 OCCIDENTAL CSD	443,996	480,096
72601 CAZADERO CSD	400,333	432,883
72701 COAST LIFE SUPPORT	2,714,934	2,935,679
76151 FORESTVILLE WTR	203,340	219,873
76901 BODEGA BAY P.U.D.	861,352	931,387
77051 NO SO CO HOSPITAL	20,190,548	21,832,195
78350 SMART	152,544,355	164,947,386
<b>SUBTOTAL</b>	<b>177,358,858</b>	<b>191,779,499</b>

<b>TOTAL LOCAL BOARDS</b>	<b>257,767,772</b>	<b>278,726,276</b>
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\*Figure Adopted by district replaces limit calculated by the Auditor's Office.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY  
FIRE DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA,  
DECLARING THE PROPOSITION FOUR LIMIT FOR FISCAL YEAR 2022/2023**

---

**WHEREAS**, each fiscal year a “Proposition 4” limit must be established; and

**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District has chosen the California Per Capita Personal Income and the Sonoma County Population Percentage change factors in establishing the 2022/23 base appropriation limit; and

**WHEREAS**, the State Department of Finance, in Section 7901 of the Government Code specified that last year’s limit, times California Per Capita Personal Income, times population percentage changes be used in setting the District’s 2022/23 Proposition Four appropriation limit as follows:

$$(LYL) \$20,837,268 \times (CPI) 1.0755 \times (P) 1.0054 = (TYL) \$22,531,498$$

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sonoma Valley Fire District adopts the 2022/23 Proposition Four Limit as set forth in the provisions of Proposition 111, Article XIIB, to be \$22,531,498.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Director Vacant	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted; and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk





**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 June 14, 2022

<b>Agenda Item No.</b>	<b>Staff Contact</b>
10g	Stephen Akre, Fire Chief

**Agenda Item Title**  
 Setting the special tax levy for fiscal year 2022/2023

**Recommended Actions**  
 Adoption of fiscal year 2022/2023 district tax roll

**Executive Summary**  
 Through the Public Hearing, the Board will consider and determine the amount of the voter approved special tax to levy for FY 2022-23 including consideration of the required inflation calculation. The Board is then asked to approve Resolution 2021/2022-18 setting the special tax to levy each parcel of real property in the SVFD during the fiscal year 22/23.

**Alternative Actions**

<b>Fiscal Summary – FY 22/23</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (if required)**  
 This special tax will generate the revenue necessary for the SVFD to continue to provide current service levels.

**Attachments**  
 1. Resolution 2021/2022-18

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT FOR CONSIDERATION AND DETERMINATION OF THE SPECIAL TAX TO BE LEVIED ON EACH PARCEL OF REAL PROPERTY IN THE SONOMA VALLEY FIRE DISTRICT DURING FISCAL YEAR 2022/2023**

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**WHEREAS**, Ordinance No. 2018/2019-01 requires that each year the Board of Directors of the District request a report from the Sonoma County Auditor/Controller/ Treasurer/ Tax Collector (ACCTC) and hold a public hearing thereon to consider and determine the rate of special tax to be levied on each parcel of real property in the District; and

**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District has requested from the Sonoma County ACTTC a report showing each parcel of real property in the District subject to the special tax, as required by Ordinance No. 2018/2019-01; and

**WHEREAS**, in May 2022, the Board of Directors of the Sonoma Valley Fire District duly noticed by posting and publication a public hearing for June 14, 2022, as required by Ordinance No. 2018/2019-01; and

**WHEREAS**, on June 14, 2022, the Board of Directors of the Sonoma Valley Fire District conducted a public hearing for consideration and determination of the special tax to be levied on each parcel of real property in the Sonoma Valley Fire District during Fiscal Year 2022/2023.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT HEREBY FINDS, RESOLVES AND ORDERS THE FOLLOWING:**

1. At a properly noticed public hearing on June 14, 2022, the Board of Directors of the Sonoma Valley Fire District reviewed the parcel listing report provided by the Sonoma County ACTTC, and considered all public comment and other input concerning any proposed revisions in the amount of special tax to be levied on each parcel of real property in the Sonoma Valley Fire District in Fiscal Year 2022/2023.

2. Pursuant to Ordinance No. 2018/2019-01, the Board of Directors of the Sonoma Valley Fire District finds and declares that it has considered and determined the amount of special tax to be levied on each parcel of real property in the Sonoma Valley Fire District in Fiscal Year 2022/2023, and annotated accordingly the parcel listing report provided by the Sonoma County ACTTC.

3. The Board of Directors of the Sonoma Valley Fire District directs the President of the Board of Directors and the District Clerk to deliver forthwith the annotated parcel listing report back to the Sonoma County ACTTC for preparation of the Sonoma Valley Fire District direct charge list for the Fiscal Year 2022/2023 tax roll.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 14<sup>th</sup> day of June 2022, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye _____	No _____	Absent _____
Vice President Atkinson	Aye _____	No _____	Absent _____
Treasurer Johnson	Aye _____	No _____	Absent _____
Director Brady	Aye _____	No _____	Absent _____
Director Emery	Aye _____	No _____	Absent _____
Director Leen	Aye _____	No _____	Absent _____
Director Vacant	Aye _____	No _____	Absent _____
Vote:	Aye _____	No _____	Absent _____

**WHEREUPON**, the President declared the foregoing resolution adopted; and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk