Board of Directors Meeting

December 10, 2024





Sonoma Valley Fire District Board of Directors Meeting December 10, 2024

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MEETING AGENDA SONOMA VALLEY FIRE DISTRICT BOARD OF DIRECTORS

Tuesday, December 12, 2024 at 6:00 P.M. Location: Sonoma Valley Fire District Station 1 630 2nd Street W., Sonoma, CA 95476

This meeting is being conducted in person with videoconference capabilities in accordance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Agenda, Zoom link, and board packet materials are available at the following website: http://sonomavalleyfire.org

To 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, Nick Greben, Terrence Leen.

3. <u>Pledge of Allegiance</u>

4. <u>Confirmation of Agenda</u>

Opportunity for the Board to reorder agenda items.

5. <u>Comments from the Public</u>

(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. <u>Presentations</u>

7. <u>Consent Calendar</u>

a) Approval of minutes from the regular meeting held on, November 12, 2024. Action Item

8. Fire Chief's Monthly Report

November Chief's Report

9. Old Business

a) Final review and approval of the LAFCO application for the Sonoma Valley Fire District and the Kenwood Fire Protection District. **Action Item**

10. <u>New Business</u>

- a) Resolution 2024/2025-07 acknowledging and accepting the Chief's report on SB1205 State Mandated Inspections for 2023-2024. Action Item/Roll Call
- b) Measure H Funding Agreement between SVFD and the County of Sonoma. Action Item
- c) Resolution 2024/2025-08 approval of reorganization and reclassification side-letter agreements between the Management and General Employee Groups. Action Item/Roll Call
- d) Resolution 2024/2025-09 approval of the purchase and certificate of acceptance for the two Arnold Dr. properties. Action Item/Roll Call

11. Other Business to Come before the Board

12. <u>Comments from the Floor</u>

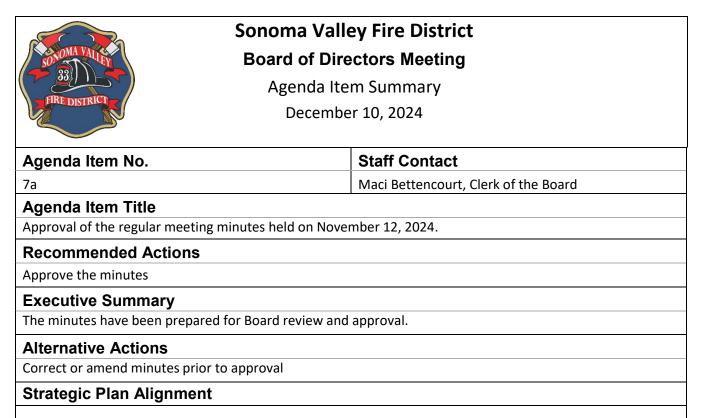
13. <u>Comments/Reports from the Board</u>

14. <u>Closed Session</u>

15. <u>Adjournment</u>

This meeting will be adjourned to a regular Board meeting on January 14, 2025 at 6:00 p.m. in the Training Room of Sonoma Valley Fire District, Station 1, located at 630 2nd Street West, Sonoma, CA.

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 <u>http://sonomavalleyfire.org</u>.



	Fiscal	Summary – FY 24/25		
Expend	ditures	Funding Source(s)		
Budgeted Amount	\$	District General Fund	\$	
Add. Appropriations Reqd.	\$	Fees/Other	\$	
	\$	Use of Fund Balance	\$	
	\$	Contingencies	\$	
		Grants	\$	
Total Expenditure	\$	Total Sources	\$	
Narrative Explanation	of Fiscal Impa	acts (if required)	·	
Not Required				
Attachments				
1. Minutes for Novem	ber 12, 2024 regu	lar meeting		

SONOMA VALLEY FIRE DISTRICT

BOARD OF DIRECTORS MEETING MINUTES Tuesday, November 12, 2024

Meeting was held in person at Station 1, 630 2nd Street W, Sonoma, Ca. 95476 and via video conference for general public access. 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 6:00 PM

2. Roll Call and Determination of a Quorum

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

3. Pledge of Allegiance

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

4. Confirmation of Agenda

No changes

5. Comments from the Public

Public and staff present/virtual: Chief Akre, BC Bob Norrbom, Jennifer Jason, Captain Jason Campbell, Captain Gary Johnson, Captain Mason Lewis, Captain Dustin Garcia, Volunteer Chris Landry, and Vicky from the Mayacamas Volunteer Fire Foundation. No comments heard from the public.

6. **Presentations**

None

7. Consent Calendar

a) Board reviewed and approved the meeting minutes from the regular board meeting held on October 8, 2024. M/S/P Brady/Johnson - 6 ayes/1 excused

8. Fire Chief's Monthly Report

Monthly Chief's Report attached.

9. Old Business

Discussion was had regarding the draft LAFCO Application. A financial and board member update is needed. No action was taken.

10. New Business

a) Director Emery motioned to accept the FY 23/24 Property Tax Growth Calculation. M/S/P Emery/Norton - 6 ayes/1 excused

11. Other Business to come before the Board

Chief Akre announced two reminders for the January SCFDA dinner and the SVFA holiday party on December, 7th.

12. Comments from the Floor

None

13. Comments/Reports from the Board

Director Emery wished everyone a Happy Thanksgiving.

14. Closed Session

None

15. Adjournment

M/S Brady/Johnson – 6 ayes/1 excused

Meeting was adjourned at 6:41pm to a regular Board meeting on December 10, 2024, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available to the public. 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: <u>http://sonomavalleyfire.org</u> under the Governance tab.

Respectfully submitted,

Maci Bettencourt Clerk of the Board (minutes taken by Capt. Jason Campbell)



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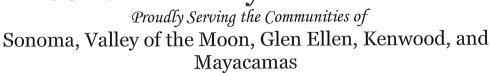


DATE:	11/13/2024
TO:	Sonoma Valley and Kenwood Board of Directors
FROM:	Chief Akre
SUBJECT:	Monthly Activity Report – October 2024

A. ADMINISTRATIVE:

- SDC: We have fully executed the contract extension for one more (and final) year through 7/1/2025. At the request of the State we are currently staffing SDC (Station 10) on Saturdays and Sundays. We are up to date on billing now.
- 2. KWD: Staffing service continues to go very well. Especially of note is that we continue to have very strong volunteer participation in the stipend position at KWD. This means that more days than not, the engine is staffed 4-0! We are continuing to move forward with the process of re-organization with both Boards and held another joint Consolidation subcommittee meeting on 11/1. We have published the Re-Organization Information Sheet with the Kenwood Press and on both websites. We are engaged with LAFCO and the Mapping company and are making progress on the other elements of the LAFCO Application.
- 3. REDCOM Update: REDCOM Board and staff continues working hard to ensure continuity of service to our communities and first responders, and to ensure that all employees are kept whole as we transition to a new model of staffing for REDCOM. The REDCOM JPA has officially become the employing agency, fulfilling the original vision! We formally dedicated the REDCOM Communications Center as the Doug Williams Memorial Communications Center in honor of Chief Williams and his vision and service to REDCOM and all of the fire service. Our next special meeting will be on 12/5 at 2 pm.
- 4. Measure H update: We continue to move forward with all implementation plans. We have filled the Regional Veg Mgt Coordinator position and have taken delivery of the new Maverick pickup. We are getting very close to closing on both of the Arnold Dr. properties.
- 5. BC Lacy, FM Smith, Captain Johnson and I all attended the annual Cal Chiefs Conference in Costa Mesa.
- 6. I attended the Annual Cal Chiefs E-Board Strategic Planning meeting in Orange County, and the monthly Leg Task Force meetings.
- 7. I attended the monthly SCFCA Meeting. This month will be at the Occidental Station on 11/13.
- 630 Second Street West Sonoma California 95476-6901 Business: (707) 996-2102 • <u>svfra@svfra.org</u> • Fax: (707) 996-2868







- H. PREVENTION & COMMUNITY OUTREACH:
 - 1. See attached report.
 - 2. SVFD ISO Ratings:
 - a. City: Class 1
 - b. Unincorporated valley, including GE, VOM & Eldridge: Class 2 (Class 10 if over 5 miles from a fire station)
 - c. Mayacamas Service Area: Class 8B (Class 10 if over 5 miles from a fire station)
- I. ASSOCIATION:
 - 1. SVFA's Christmas Party will be held at Hopmonk on December 7.



SVFD Monthly Incident Report

Basic Incident Type Code And Total Description (FD1.21) Incidents		Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire)					
111 - Building fire	1	0.21%				
140 - Natural vegetation fire, other	1	0.21%				
141 - Forest, woods or wildland fire	1	0.21%				
142 - Brush or brush-and-grass mixture fire	2	0.41%				
143 - Grass fire	2	0.41%	0.00	0.00	0.00	
	Total: 7	Total: 1.45%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Re	scue & Emei	gency Medical Service Incid	ent			
311 - Medical assist, assist EMS crew	1	0.21%				
320 - Emergency medical service, other	4	0.83%				
320B - BLS Inter-Facility Transport	1	0.21%				
321 - EMS call, excluding vehicle accident with injury	292	60.33%				
322 - Motor vehicle accident with injuries	5	1.03%				
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.62%				
324 - Motor vehicle accident with no injuries.	9	1.86%				
331 - Lock-in (if lock out , use 511)	1	0.21%				
353 - Removal of victim(s) from stalled elevator	1	0.21%				
	Total: 317	Total: 65.50%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Ha:	zardous Con	dition (No Fire)				
400 - Hazardous condition, other	7	1.45%				
411 - Gasoline or other flammable liquid spill	1	0.21%				
412 - Gas leak (natural gas or LPG)	4	0.83%				
440 - Electrical wiring/equipment problem, other	2	0.41%				
444 - Power line down	2	0.41%				
445 - Arcing, shorted electrical equipment	1	0.21%				
	Total: 17	Total: 3.51%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Sei	rvice Call					
520 - Water problem, other	2					
522 - Water or steam leak	2					
550 - Public service assistance, other	7					
551 - Assist police or other governmental agency	1	0.21%				
552 - Police matter	3	0.62%				
553 - Public service	2	0.41%				
5531 - Tree Down	1	0.21%				
554 - Assist invalid	38	7.85%				
	Total: 56	Total: 11.57%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

Incident Type Category (FD1.21): 6 - Good Intent Call

9



SVFRA District 6 (KFPD) Incidents Within the District - by Type

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fi	re					
143 - Grass fire	1	4.76%				
	Total: 1	Total: 4.76%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - R	escue & Eme	rgency Medical Service Incid	ent			
321 - EMS call, excluding vehicle accident with injury	7	33.33%				
	Total: 7	Total: 33.33%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Ha	azardous Con	dition (No Fire)				
400 - Hazardous condition, other	2	9.52%				
	Total: 2	Total: 9.52%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Se	ervice Call					
550 - Public service assistance, other	2	9.52%				
554 - Assist invalid	2	9.52%				
	Total: 4	Total: 19.05%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - G	ood Intent Ca	П				
600 - Good intent call, other	1	4.76%				
611 - Dispatched and cancelled en route	2	9.52%				
	Total: 3	Total: 14.29%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - Fa	alse Alarm & F	alse Call				
700 - False alarm or false call, other	2	9.52%				
735 - Alarm system sounded due to malfunction	2	9.52%				
	Total: 4	Total: 19.05%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 21	Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

Report Filters

Basic Incident Date - Derived (Fd1.3): is between '10/01/2024' and '10/31/2024'

Report	Criteria
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Basic Incident Type (Fd1.21): Is Not Blank

Agency Name: Is Equal To Sonoma Valley Fire District

Basic Incident Zone/District Number (Fd1.32): Is Equal To SON6(33) - SVFD District 06 KW

Description

All incidents in District 6



Administration Monthly Report - Strategic Plan Alignment (V1_5_30_24)

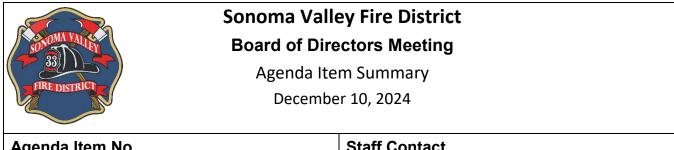
Date	Sub- Category	** Description **	Staff	Strategic Plan Allignment
Section: Ac	Iministration			
10/09/2024	Meeting (Other)	Springs Municipal Advisory Committee	Gary Johnson	Objective 3B Diversify and broaden our community outreach to provide access and information to all cross-sections of our community., Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit.
10/23/2024	Special Project Work	Attended Sonoma Valley Advisory Committee	Gary Johnson	Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit.
10/25/2024	Special Project Work	Meeting with Congressman Thompson and the USDA Rural Development team looking into potential grants/loans for the new Station 2 rebuild	Gary Johnson	Objective 1A Identify and implement critical facility improvements for current and future needs.
11/06/2024	Safety/Fair Display	Am Vets Suicide Awareness event at Sonoma Vets Building We had a information table with Wildfire mitigation, hands only CPR, and First Responder Resiliency Information.	Jeremy Branconi, Jason Michael Stayton, Jason Campbell, Mason Scott Lewis, James Edward Morrison, Oliver Dorantes	Objective 3A Improve social media engagement, content, and frequency to ensure continued public awareness., Objective 3B Diversify and broaden our community outreach to provide access and information to all cross-sections of our community.

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Date	Sub- Category	** Description **	Staff	Strategic Plan Allignment
10/24/2024	Special Project Work	Fire Investigation activities for 700 Michael Drive	Jason Michael Stayton	None
11/05/2024	Meeting	Attended the Board Of Forestry Resource Protection Committee meeting regarding fire risk reduction list	Mason Scott Lewis, Gary Johnson	Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit., Objective 3D Integrate and cooperate with entities participating in wildfire preparedness and prevention to enhance community and firefighter safety.
10/21/2024	Administrative	Orientation / Training Mason Lewis	Mason Scott Lewis, Gary Johnson, Trevor M Smith	Objective 2C Develop a staffing plan to address the needs of the growing community and department.
10/23/2024	Administrative	Collaborated with the City of Sonoma Planning and Building Department to address workflow challenges. Developed a new standard for building permit submissions, outlining the necessary requirements for fire department approval. This is expected to streamline the process and improve efficiency in plan reviews.	Trevor M Smith	Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit.
10/23/2024	Administrative	Assist the Southern Marin Fire District. Deputy Chief Barnes and I met to review how we have improved Imagetrend and provided guidance on how they should proceed. Additional assistance may be provided as capacity allows.	Trevor M Smith	Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit.

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Agenda Item No.	Staff Contact
8a	Steve Akre, Fire Chief
Agenda Item Title	

Monthly Fire Chief's Report

Recommended Actions

None

Executive Summary

The monthly Fire Chief's report is crucial for maintaining transparency and accountability within the District. It provides an overview of current administrative updates, incident responses, budget and financial status, personnel changes, training activities, and the status of buildings and land. Additionally, it covers equipment readiness, fire prevention initiatives, community outreach efforts, and events hosted by the fire association. This comprehensive report ensures that all stakeholders are informed about the department's operations, challenges, and achievements, fostering better decision-making and community trust.

Alternative Actions

None needed

Strategic Plan Alignment

	Fisca	l Summary – FY 24/25	
Expend	ditures	Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation	of Fiscal Imp	acts (if required)	
Not Required			
Attachments			
1. Monthly Fire Chief'	s Report – 12.10.2	24	



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DATE:	12/10/2024
то:	Sonoma Valley and Kenwood Board of Directors
FROM:	Chief Akre
SUBJECT:	Monthly Activity Report – November 2024

A. ADMINISTRATIVE:

- SDC: We have fully executed the contract extension for one more (and final) year through 7/1/2025. At the request of the State we are currently staffing SDC (Station 10) on Saturdays and Sundays. We are up to date on billing now.
- 2. KWD: Staffing service continues to go very well. We are continuing to move forward with the process of re-organization with both Boards and held another joint Consolidation subcommittee meeting on 11/21. We have published the Re-Organization Information Sheet with the Kenwood Press and on both websites. We have the Final Draft of the LAFCO Application for your consideration as a separate item.
- 3. Sonoma Mountain Community Services District: I attended the December LAFCO meeting where the SMCSD proposal was heard by the Commission. We submitted written comments to the Commission prior to the meeting. Of serious concern was the proposed overlap of Fire and prevention/preparedness services as well as that the proposal would have affected over ½ of the SVFD service area. The Commission voted 6-0 to deny the proposal. I have attached our written comments to this report.
- 4. REDCOM Update: REDCOM Board and staff continues working hard to ensure continuity of service to our communities and first responders, and to ensure that all employees are kept whole as we transition to a new model of staffing for REDCOM. The SCFCA is working with REDCOM to craft the funding agreement and determine budget figures post transition both one-time and ongoing increases and how the SCFCA's Measure H portion will be directed to REDCOM fees. Our next special meeting will be on 12/12 at 2 pm.
- 5. Measure H update: We continue to move forward with all implementation plans. We have filled the Regional Veg Mgt Coordinator position and have taken delivery of the new Maverick pickup. We are now the legal owners of both Arnold Dr. properties!
- 6. I had the opportunity to meet with the full union membership and provide a comprehensive Department update and have a question and answer session.
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- 7. I attended the monthly Cal Chiefs E-Board and Legislative Task Force meetings.
- 8. I attended a FRMS Special Meeting in Sacramento on 11/14.
- 9. I attended the monthly SCFCA Meeting. This month will be at the Hessel Station on 12/11.

B. INCIDENTS:

- 1. No significant local incidents, in spite of the atmospheric river event. There was significant damage to Cavedale Road, which is being addressed by County Public Infrastructure. Response plans have been adjusted in the CAD. Monthly Incident sheets for November are attached.
- C. BUDGET/FINANCE:
 - 1. We continue working on Measure H revenues and expenses both for SVFD as well as the SCFCA.
- D. PERSONNEL:
 - 1. We have conducted the Engineer's practical exam and will conduct Chiefs Interviews after the first of the year. We have seven candidates that passed all phases of the exam. Thank you to Training Officer Loftus for his efforts to conduct such a comprehensive and realistic exam. The Battalion Chief's assessment center was held on 12/5. All 8 candidates passed and will be moving on to Chief's Interviews after the first of the year. Thank you's to BC Andreis and Lacy and FM Smith for their efforts on this testing process.
- E. TRAINING:
 - 1. This month's calendar will focus on Company Choice, Multi-Company Search and Rescue drill at SDC, a collaborative drill with SVH staff and Target Solutions.
 - 2. SVFD with partner agencies brought in two renowned experts in EMS for a full day-long class held in Santa Rosa.
 - 3. We had two FF's attend Technical Rope Rescue course in Chico.
 - 4. Volunteer drills were moved to a 1800 start time and continue to be split into two locations for better logistics and localized training. This has been very successful. Volunteer drills were conducted on pump/drafting operations.

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- F. EQUIPMENT:
 - 1. We continue to see the incredible value of having our second Fire Mechanic. The back log of repairs is being addressed and apparatus out of service times are greatly reduced.
- G. BUILDINGS & LAND:
 - 1. The New Station 2 project: we have closed escrow and are now working on our application to LAFCO through PRMD to be annexed into the Sanitation District.
 - 2. The landscaping portion of the Station 1's project has been completed, and work is being done on the Honor/Memorial Garden Design.
- H. PREVENTION & COMMUNITY OUTREACH:
 - 1. See attached report.
 - 2. SVFD ISO Ratings:
 - a. City: Class 1
 - b. Unincorporated valley, including GE, VOM & Eldridge: Class 2 (Class 10 if over 5 miles from a fire station)
 - c. Mayacamas Service Area: Class 8B (Class 10 if over 5 miles from a fire station)
- I. ASSOCIATION:
 - 1. SVFA's Christmas Party will be held at Hopmonk on December 7.



Administration Monthly Report - Strategic Plan Alignment (V1_5_30_24)

Date	Sub- Category	** Description **	Staff	Strategic Plan Allignment
Section: Ad	Iministration			
11/20/2024	Safety/Fair Display	Career Day SVHS panel	Jason Campbell	Objective 3A Improve social media engagement, content, and frequency to ensure continued public awareness.
11/06/2024	Safety/Fair Display	Am Vets Suicide Awareness event at Sonoma Vets Building We had a information table with Wildfire mitigation, hands only CPR, and First Responder Resiliency Information.	Jason Campbell,Mason Lewis,Jason Stayton,Jeremy Branconi,Oliver Dorantes,James Morrison	Objective 3A Improve social media engagement, content, and frequency to ensure continued public awareness., Objective 3B Diversify and broaden our community outreach to provide access and information to all cross-sections of our community.
12/02/2024	Meeting (Other)	ImageTrend County working group Zoom meeting	Jason Campbell,Trevor Smith	Objective 1D Identify and implement upgrades to Information Technology (IT) equipment and infrastructure., Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit.
11/13/2024	Special Project Work	Attended the Sonoma County MJHMP update kick off meeting. There are federal requirements forthcoming that require us to make significant changed to the plan. Participation in this plan is a requirement for federal, state, and local grant funding moving forward. I have copied both Chief Lacy and Chief Norrbom in this information and ensured they are both on the email lists associated with the upcoming process.	Trevor Smith	Objective 1A Identify and implement critical facility improvements for current and future needs., Objective 1B Implement the improvements and replacements needed to ensure safe and efficient operations of the fleet., Objective 1C Provide and maintain necessary tools and equipment to allow for effective operations.
Section: Pr	evention Divi	sion		
11/14/2024	Apparatus	3320 has been fully outfitted following the recent	Bob	Objective 1C Provide and maintain necessary tools

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Date	Sub- Category	** Description **	Staff	Strategic Plan Allignment
	Maintenance	installation of the UAS (drone) command center. The SVFD team ensured a safe and secure installation of the necessary electronics and storage, enabling more advanced incident operations in the future.	Norrbom,Ezequiel Vazquez,joseph boldt,Trevor Smith	and equipment to allow for effective operations., Objective 1D Identify and implement upgrades to Information Technology (IT) equipment and infrastructure.
11/05/2024	Meeting	Attended the Board Of Forestry Resource Protection Committee meeting regarding fire risk reduction list	Gary Johnson,Mason Lewis	Objective 3C Continue to seek opportunities to collaborate with local and regional stakeholders to cultivate and unify services for a shared benefit., Objective 3D Integrate and cooperate with entities participating in wildfire preparedness and prevention to enhance community and firefighter safety.
11/18/2024	Administrative	The County closed the chipper portal for maintenance leaving customers unable to request the year round services we now provide. We have created a temporary signup on our website to ensure those customers have access to chipping. Once the County reopens the application portal we will remain using.	Trevor Smith	Objective 1D Identify and implement upgrades to Information Technology (IT) equipment and infrastructure., Objective 3B Diversify and broaden our community outreach to provide access and information to all cross-sections of our community.
11/25/2024	Administrative	Met with the fire chiefs of the Shell Vista fire protection district to introduce the new Zone 3vegetation management coordinator and coordinate efforts for future work within the district. Call Fire Battalion also attended the meeting.	Trevor Smith,Mason Lewis	Objective 5A Continue to engage with regional stakeholders regarding proposed consolidation opportunities., Objective 5B Research benefits and feasibility of proposed consolidation with regional stakeholders and governing bodies.

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2 of 2



SVFD Monthly Incident Report

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - F	ire					
111 - Building fire	2	0.44%	1,000.00	0.00	1,000.00	4.25%
113 - Cooking fire, confined to container	1	0.22%				
114 - Chimney or flue fire, confined to chimney or flue	1	0.22%				
116 - Fuel burner/boiler malfunction, fire confined	1	0.22%	1.00	1.00	2.00	0.01%
131 - Passenger vehicle fire	2	0.44%	20,000.00		20,000.00	85.06%
140 - Natural vegetation fire, other	3	0.66%				
142 - Brush or brush-and-grass mixture fire	3	0.66%				
150 - Outside rubbish fire, other	1	0.22%	0.00	0.00	0.00	0.00%
160 - Special outside fire, other	1	0.22%		10.00	10.00	0.04%
	Total: 15	Total: 3.30%	Total: 21,001.00	Total: 11.00	Total: 21,012.00	Total: 89.37%
Incident Type Category (FD1.21): 3 - F	Rescue & Eme	ergency Medical Service Incid	lent			
311 - Medical assist, assist EMS crew	1	0.22%				
320 - Emergency medical service, other	7	1.54%				
320A - ALS Inter-Facility Transport	1	0.22%				
321 - EMS call, excluding vehicle accident with injury	258	56.83%				
322 - Motor vehicle accident with injuries	5	1.10%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.22%				
324 - Motor vehicle accident with no injuries.	2	0.44%	2,000.00		2,000.00	8.51%
353 - Removal of victim(s) from stalled elevator	1	0.22%				
	Total: 276	Total: 60.79%	Total: 2,000.00	Total: 0.00	Total: 2,000.00	Total: 8.51%
Incident Type Category (FD1.21): 4 - H	lazardous Co	ndition (No Fire)				
400 - Hazardous condition, other	12	2.64%				
412 - Gas leak (natural gas or LPG)	1	0.22%				
440 - Electrical wiring/equipment problem, other	1	0.22%				
444 - Power line down	1	0.22%				
445 - Arcing, shorted electrical equipment	1	0.22%				
	Total: 16	Total: 3.52%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - 5	Service Call					
511 - Lock-out	2	0.44%				
520 - Water problem, other	2	0.44%				
521 - Water evacuation	1	0.22%				
522 - Water or steam leak	3	0.66%				
550 - Public service assistance, other	3	0.66%				
552 - Police matter	2	0.44%				
553 - Public service	1	0.22%				
5531 - Tree Down	9	1.98%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percen of Total
554 - Assist invalid	45	9.91%	500.00		500.00	2.13
	Total: 68	Total: 14.98%	Total: 500.00	Total: 0.00	Total: 500.00	Total: 2.13
Incident Type Category (FD1.21): 6 - G	ood Intent Ca					
600 - Good intent call, other	3	0.66%				
600A - Accidental Medical Alarm Button Push	1	0.22%				
600F - False Medical Call	6	1.32%				
611 - Dispatched and cancelled en route	30	6.61%				
622 - No incident found on arrival at dispatch address	3	0.66%				
651 - Smoke scare, odor of smoke	8	1.76%				
661 - EMS call, party transported by non- fire agency	1	0.22%				
	Total: 52	Total: 11.45%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00
Incident Type Category (FD1.21): 7 - Fa	Ise Alarm &	False Call				
700 - False alarm or false call, other	2	0.44%				
730 - System malfunction, other	1	0.22%				
733 - Smoke detector activation due to malfunction	2	0.44%				
735 - Alarm system sounded due to malfunction	6	1.32%				
740 - Unintentional transmission of alarm, other	1	0.22%				
743 - Smoke detector activation, no fire - unintentional	4	0.88%				
745 - Alarm system activation, no fire - unintentional	7	1.54%				
746 - Carbon monoxide detector activation, no CO	1	0.22%				
	Total: 24	Total: 5.29%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 8 - S	evere Weath	er & Natural Disaster				
812 - Flood assessment	1	0.22%				
	Total: 1	Total: 0.22%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 9 - Sp	ecial Inciden	t Type				
900 - Special type of incident, other	1	0.22%				
90010 - Report Property / Equipment Damage	1	0.22%				
	Total: 2	Total: 0.44%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 454	Total: 100.00%	Total: 23,501.00	Total: 11.00	Total: 23,512.00	Total: 100.00%

Description

This report will be sent monthly to selected list



SVFRA District 6 (KFPD) Incidents Within the District - by Type

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent o Incidents	of Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - F	ire					
111 - Building fire	1	0.35	% 100,000.0	0 15,000.00	115,000.00	98.29%
113 - Cooking fire, confined to container	1	0.35	16			
140 - Natural vegetation fire, other	1	0.35	%			
143 - Grass fire	1	0.35	%			
	Total: 4	Total: 1.39	% Total 100,000.0		Total: 115,000.00	Total: 98.29%
Incident Type Category (FD1.21): 3 - F	escue & Em	ergency Medical Service I	ncident			
300 - Rescue, EMS incident, other	1	0.35				
311 - Medical assist, assist EMS crew	1	0.35	%			
321 - EMS call, excluding vehicle accident with injury	151	52.43	%			
322 - Motor vehicle accident with injuries	8	2.78	%			
324 - Motor vehicle accident with no injuries.	5	1.74	% 2,000.0	0	2,000.00	1.71%
381 - Rescue or EMS standby	1	0.35	%			
	Total: 167	Total: 57.99	% Total 2,000.0		Total: 2,000.00	Total: 1.71%
Incident Type Category (FD1.21): 4 - H	azardous Co	ndition (No Fire)				
400 - Hazardous condition, other	14	4.86	%			
412 - Gas leak (natural gas or LPG)	2	0.69	%			
440 - Electrical wiring/equipment problem, other	1	0.35	%			
444 - Power line down	2	0.69	%			
445 - Arcing, shorted electrical equipment	2	0.69	%			
	Total: 21	Total: 7.29	% Total: 0.0	0 Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - S	ervice Call					
511 - Lock-out	1	0.35	%			
520 - Water problem, other	1	0.35	%			
550 - Public service assistance, other	6	2.08	%			
552 - Police matter	1	0.35	%			
5531 - Tree Down	6	2.08	%			
554 - Assist invalid	25	8.68	%			
	Total: 40	Total: 13.89	% Total: 0.0	0 Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - G						
600 - Good intent call, other	4	1.39	%			
600A - Accidental Medical Alarm Button Push	2	0.69	%			
611 - Dispatched and cancelled en route	22	7.64	%			
622 - No incident found on arrival at dispatch address	1	0.35	%			
651 - Smoke scare, odor of smoke	3	1.04	%			
	Total: 32	Total: 11.11	% Total: 0.0	00 Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - F						
700 - False alarm or false call, other	6		%			
733 - Smoke detector activation due to malfunction	4	· · · · · · · · · · · · · · · · · · ·	Also and a second s			

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
735 - Alarm system sounded due to malfunction	9	3.13%				
736 - CO detector activation due to malfunction	1	0.35%				
745 - Alarm system activation, no fire - unintentional	3	1.04%				
746 - Carbon monoxide detector activation, no CO	1	0.35%				
	Total: 24	Total: 8.33%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 288	Total: 100.00%	Total: 102,000.00	Total: 15,000.00	Total: 117,000.00	Total: 100.00%
Report Criteria						
Basic Incident Type (Fd1.21): Is Not Blank						
Agency Name: Is Equal To Sonoma	Valley Fire District					
Basic Incident Zone/District Number (Fd1,32): Is Ed						

Description

All incidents in District 6



SVFD District 5 (Glen Ellen) Monthly Incident Report

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fin	re					
111 - Building fire	1	2.38%	1,000.00	0.00	1,000.00	100.00%
	Total: 1	Total: 2.38%	Total: 1,000.00	Total: 0.00	Total: 1,000.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Re	escue & Eme	ergency Medical Service Inc	ident			
321 - EMS call, excluding vehicle accident with injury	19	45.24%				
322 - Motor vehicle accident with injuries	2	4.76%				
	Total: 21	Total: 50.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Ha	zardous Co	ndition (No Fire)				
400 - Hazardous condition, other	6	14.29%				
444 - Power line down	1	2.38%				
445 - Arcing, shorted electrical equipment	1	2.38%				
	Total: 8	Total: 19.05%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Se	ervice Call					
511 - Lock-out	1	2.38%				
550 - Public service assistance, other	1	2.38%				
5531 - Tree Down	4	9.52%	s			
	Total: 6	Total: 14.29%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Ge	ood Intent Ca	all				
600F - False Medical Call	1	2.38%	,			
611 - Dispatched and cancelled en route	2	4.76%				
651 - Smoke scare, odor of smoke	2	4.76%	5			
	Total: 5	Total: 11.90%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - Fa	lse Alarm &	False Call				
700 - False alarm or false call, other	1	2.38%	5			
and a second	Total: 1	Total: 2.38%	5 Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 42	Total: 100.00%	5 Total: 1,000.00	Total: 0.00	Total: 1,000.00	Total: 100.00%

Report Criteria

Basic Incident Type (Fd1.21): Is Not Blank

Basic Incident Date Original (Fd1.3): Is Within last_32_days

Agency Name: Is Equal To Sonoma Valley Fire District

Basic Incident Zone/District Number (Fd1.32): Is Equal To SON5(33) - SVFD District 05

Description

This report will be sent monthly to selected list



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SVFD Response / Comment "Sonoma Mountain Community Services District"

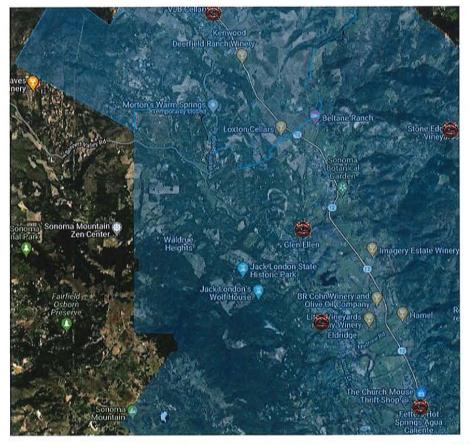
November 20, 2024

In making this proposal, it should be clear that it is the intention that the District will <u>not</u>engage in any of the following:

 Overlapping of territory where it would interfere with the jurisdiction and functions of other established agencies. The boundary of the District has been shaped to avoid potential overlaps with a future annexation of the Springs area to the City of Sonoma and, where territorial overlaps occur with agencies that provide services like water and sanitation, it will be made clear that the District will not have authority for, nor does it intend to provide, competing services in those areas.

Page 7

- The Sonoma Valley Fire District's Boundary (Service Area Formerly GEFPD)
 - Directly overlaps with the proposed new Special District. This contradicts the statements made in the proposal.
 - The SVFD Fire Impact fee is assessed in this area.



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 <u>Direct engagement in the building of housing</u>. Current State law does not provide direct authority to Special Districts to engage in the building of housing, though the State has recently placed a high priority on the provision of affordable housing both, in the incorporated areas of California and in unincorporated areas like the Sonoma Valley.

Page 7

The Sonoma Valley Fire District is an active participant in planning and building permit issuance at all phases of the development process

- Ensure compliance with State Law / Building Codes
- Ensure for a safe community and emergency response force

Community Network.

The District will also work to provide a community network hub that links district stakeholders and voters to provide information, obtain citizen input, and provide access to resources and support from the District and partnering agencies. A critical role of the District will be to unify, and give volce to, District residents so they can effectively participate in the stewardship and protection of shared community resources, particularly on Sonoma Mountain. To achieve this aim, the community must have the opportunity to engage in the discussions and development of priorities and plans of action.

Page 8

The Sonoma Valley Fire District is already doing this:

- Engaged with residents on Emery Rd
 - o Wildfire Preparedness
 - o Possible Firewise Community creation
- Engaged with residents South of Warm Springs Rd including the neighborhoods of
 - o Jack London Estates, O'Donnell Lane, London Ranch Rd, Williams Rd
 - Creating a Firewise Community
- Engaged with multiple property owners throughout Sonoma Mountain:
 - Vegetation Management Practices
 - Home Hardening
 - Defensible Space
- Social Media / Website Outreach to ALL residents within the SVFD
 - o This will continue as new development occurs in the project footprint.
- Participation / Engagement with community groups:
 - North Valley Municipal Advisory Committee
 - o Glen Ellen Forum
 - o Kenwood Press
- SVFD worked with two community members and Fire Safe Sonoma to create the Glen Ellen Community Wildfire Protection Plan
 - o Continuing work to form Fire Safe Council

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> Sonoma Mountain Community Services District – September 16, 2024 Recent data indicates that, in the case of a wildfire or

earthquake, evacuation times could rise to as high as six to nine hours.

Page 9

The SVFD has been an active participant in the County's improved evacuation planning and mitigation program.

- This new system has been tested multiple times in the County and has proven to significantly reduce evacuation times and congestion. (Clarify authority / new zones / early notification / Ready-Set-Go / community outreach)
 - o Improved Zone Identification
 - o Better communications with residents
 - o Increased resident participation and awareness
- Direct participation with the community of Glen Ellen
 - o O'Donnell Bridge Closure and solution
- Direct Participation in the SDC Evacuation Planning Model Based on the Counties new deployment.
- Based on the proposed development in the area including more stringent requirements for vegetation
 management / defensible space / fire resistive construction / fire breaks, it is highly unlikely the residents in this
 new development will require evacuation.

Sonoma Mountain Community Services District - September 16, 2024

The impact of wildfires has led to insurance companies either canceling home insurance policies or passing on significant rate increases. In April 2024 State Farm announced that 21.7% of homes within the 95442 zip-code (Glen Ellen) would have their policies cancelled. Recently insurance companies (including State Farm) have begun offering wildfire mitigation discounts with up to 8% discounts for a home with an IBHS Wildfire Prepared Home designation

Page10

The SVFD has been actively engaged with The California Department of Insurance local insurance providers, and property owners to ensure insurance is accessible to all residents in our District.

- In compliance with "SAFER FOR WILDFIRES" Title 10, California Code of Regulations 2644.9
 - The SVFD Applied for and was listed as a "Fire Risk Reduction Community"
 - Board of Forestry Issued, were one of only 50 agencies in California to be placed on this list to date.
 - This highlights our efforts in a broad range of wildfire mitigation and prevention activities within out District.

In addition to being recognized as a "Fire Risk Reduction Community," our District's efforts—such as Defensible Space and Hazardous Vegetation Inspections, the Chipper Program, excellent ratings with the Insurance Services Organization (ISO), and the ongoing establishment of Firewise Communities—have equipped our residents with the tools and resources to secure and maintain more affordable property insurance.

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While it is: a) the responsibility of the Sonoma Valley Fire District to respond to fires, and b) the responsibility of the Sherriff's office and our local police officers to monitor evacuation in the event of a fire, it is the responsibility of the community itself, in its many forms, to prepare for evacuation in the event of a fire. Local fire prevention strategies have been initiated in various parts of the community on the west side of the Sonoma Valley, but there is presently no coordinated action to consolidate and combine those strategies into a unified and integrated whole led by an agency with area-wide authority on Sonoma Mountain and on the valley floor at its base.

Remainder of this page.....

The SVFD has initiated the various fire prevention strategies mentioned in this section. We plan to continue and improve these efforts in the totality of our District. The SDC property additionally affords us an opportunity to create more cohesive community groups as this development is "ground up". We have already actively planned for this and have developed these strategies as part of the planning process and while working directly with the development contractor.

The SVFD has been a direct partner in the establishment of many Fire Safe Counsels and Firewise Communities both within and adjacent to our Fire District. These are on both the East and West sides of our District and include: Mayacamas, Grove St, and Gehricke Fire Safe Counsels, and the George Ranch, and Sonoma Greens Firewise Communities. The SVFD is already in a coordinating role with these Fire Safe Councils and Firewise Communities and will continue these efforts within any new developed areas of our District.

A CWPP for Glen Ellen has already been completed and approved. In Addition the Sonoma County CWPP has been completed, maintained and is adopted for use in the totality of the County.

The SVFD has adopted the County Multi Jurisdiction Hazard Mitigation Plan and is actively engaged with the 2025 update.

There is mention of a COPE program. The SVFD has an existing SCOPE (Sonoma Citizens Organized and Prepared for Emergencies) Program.

A PEP or Personal Evacuation Plan exists and is organized by Cal Fire. It is also part of the Sonoma County Evacuation Program

• Ready, Set – GO

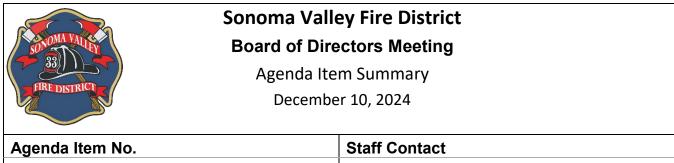
Implementation of such a program in the Sonoma Valley will be accomplished through a cooperative agreement or other alignment to be negotiated with the Sonoma Valley Fire District. Preliminary discussions in principle will take place during the period of LAFCO review, and final negotiations for implementation by the District will occur when the elected Board is in place. Page 10



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Such programs already exist with collaborative partnerships with the SVFD, Fire Safe Sonoma, CalFire, Sonoma County Fire Prevention, existing community groups, existing Fire Wise Communities, and Federally funded programs for defensible space and home hardening. The SVFD will continue pursuit of additional community groups and partners per the recently updated SVFD Community Driven Strategic Plan.

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9a

Steve Akre, Fire Chief

Agenda Item Title

LAFCO Reorganization Application

Recommended Actions

Approve the LAFCO Application for Reorganization

Executive Summary

The Board is asked to approve the LAFCO Application for Reorganization of the Kenwood Fire Protection District into the Sonoma Valley Fire District. The Board saw the Draft application as a discussion item in November. There have been a few updates on the financial projections as well as some grammar and formatting updates. The Board will be asked to consider any recommended edits coming out of the KWD Board meeting or that the KWD legal counsel has suggested. SVFD legal counsel and the LAFCO Executive Officer have both reviewed and their recommendations have been included.

Alternative Actions

Approve with modifications

Strategic Plan Alignment

	Fisca	I Summary – FY 24/25	
Expend	litures	Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation	of Fiscal Imp	acts (if required)	·
n/a			
Attachments			
1. SVFD & KWD LAFCO) Application - 12.	05.24	

Application for Reorganization

Sonoma Valley Fire District Reorganization No. 2024-10 Consisting of Dissolution of the Kenwood Fire Protection District; and annexation of the same territory to the Sonoma Valley Fire District

> Submitted December 16, 2024 by: Steve Akre, Fire Chief Sonoma Valley Fire District





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APPLICANT INFORMATION

Application submittal date: Name of Applicant: Mailing Address: Contact Person: Contact Telephone: Contact Email:	December 16, 2024 Sonoma Valley Fire District 630 2 nd St W, Sonoma, CA 95476 Fire Chief Steve Akre (707) 996-2102 SteveA@sonomavalleyfire.org
Title of Application:	Application for Reorganization consisting of the annexation of the Kenwood Fire Protection District into the Sonoma Valley Fire District
Project Description:	As provided in the parties' Concurrent Resolution No. 2024-10 effective July 9, 2024, reorganization consisting of the dissolution of the Kenwood Fire Protection District and annexation of the territory of the dissolved Kenwood Fire Protection District into the boundary of the Sonoma Valley Fire District.
Location/Area Involved:	The boundary of the territory of the expanded Sonoma Valley Fire District will be the combined existing territories of the Kenwood Fire Protection District, and the Sonoma Valley Fire District, as shown in Appendix 2 of the Municipal Service Review approved by Sonoma County Local Agency Formation Commission Resolution No. 2717 adopted on November 6, 2019.

Resolution No: 2024/2025-01 Dated: July 9, 2024

A CONCURRENT RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT AND THE KENWOOD FIRE PROTECTION DISTRICT CONSTITUTING THE DISTRICTS' RESOLUTION OF APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION OF SONOMA COUNTY FOR THE REORGANIZATION OF THE SONOMA VALLEY FIRE DISTRICT

WHEREAS, the Boards of Directors of Sonoma Valley Fire District ("SVFD") and the Kenwood Fire Protection District ("KFPD"), both located in Sonoma County, California, desire to 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 as specified herein; and

WHEREAS, SVFD and KFPD (the "Parties") have agreed to initiate proceedings with Sonoma LAFCO by adoption of this Concurrent Resolution for reorganization consisting of the dissolution of KFPD and annexation of the territory in the dissolved District ("the Proposed Reorganization") resulting in a reorganized fire protection district ("the Reorganized District"); and

WHEREAS, California Government Code section 56853 provides in part that, in the case of a concurrent resolution for reorganization, Sonoma LAFCO shall approve, or conditionally approve, the Proposed Reorganization; and

WHEREAS, the boundaries of the territory included in the Reorganized District will be the combined territories of SVFD and KFPD, as described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the territory included in the Reorganized District is inhabited, as defined in the Cortese-Knox- Hertzberg Act; and

WHEREAS, the Proposed Reorganization is consistent with the amended spheres of influence of the Parties, based on specific determinations in Sonoma LAFCO Resolution No. ________, adopted on ________; and

WHEREAS, the Parties desire that the Proposed Reorganization be subject to the following terms and conditions as set forth herein:

- a. The name of the Reorganized District shall remain the "Sonoma Valley Fire District".
- b. The Reorganized District is intended to achieve greater economy and efficiency in providing fire protection and emergency services. The Parties have determined that the Proposed Reorganization is in the best interest of the Parties in order to provide better services to the residents of the Reorganized District.

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- c. Pursuant to the provisions of California Health and Safety Code §13842 and Government Code section 56866(n), Reorganized District shall continue to be governed by a seven (7) member Board of Directors, subject to District-wide election.
- d. All assets, unrestricted, restricted or fiduciary, held by the Parties shall be transferred to and become assets of the Reorganized District. The Reorganized District shall be the successor agency to the Parties.
- e. The Parties shall enter into a property tax allocation agreement to transfer the KFPD property tax allocation to SVFD for funding of the Reorganized District.
- f. The Parties request a determination by Sonoma LAFCO that the initial appropriation limit for the Reorganized District shall be at least the total of the combined existing appropriation limits of SVFD and KFPD, as well as the anticipated increased tax collections projected from the extension of the SVFD's special taxes throughout the Reorganized District.
- g. All liabilities of the Parties shall be transferred to and become liabilities of the Reorganized District.
- The effective date of the Proposed Reorganization shall be the date of recordation of the certificate of completion of reorganization as provided by Government Code section 57200 et seq.
- i. Distribution of Services: The Board of Directors of the Reorganized District will authorize an annual work plan for services throughout the Reorganized District; and

WHEREAS, the Parties hereby consent to the Proposed Reorganization without election by the registered voters within the respective Districts; and

WHEREAS, the Parties' find that the Proposed Reorganization appears to be categorically exempt on the California Environmental Quality Act ("CEQA") by virtue of section 15320 of the State CEQA Guidelines ("Class 20 Exemption") because the Proposed Reorganization is a reorganization of a local government agencies where the changes do not change the geographical area in which previously existing powers are exercised.

NOW, THEREFORE, the Boards of Directors of Sonoma Valley Fire District, and the Kenwood Fire Protection District hereby find, determine, declare, resolve and order as follows:

- 1. The foregoing recitals are true and correct and are adopted as set forth herein.
- Sonoma LAFCO is requested to undertake proceedings for the Proposed Reorganization and approve the reorganization Petition according to the terms and conditions stated above pursuant to the Cortese-Knox-Hertzberg Act.

2

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- 3. The President of the Board of Directors of each Party is authorized and directed to execute this Concurrent Resolution and any other documents as Sonoma LAFCO may reasonably request to accomplish the Proposed Reorganization initiated by this Concurrent Resolution, with an anticipated completion date of July 1, 2025.
- 4. The Fire Chief of the Sonoma Valley Fire District, and/or his designee, shall be, and the Chair of the Kenwood Fire Protection District Board, and/or his or her designee, shall be, and are hereby, authorized and directed to perform any and all acts required to complete the Proposed Reorganization initiated by this Concurrent Resolution, including, but not limited to, preparation and coordination of the reorganization Petition to Sonoma LAFCO, and preparation and filing of Notice of Exemption with the County Clerk in accordance with the provisions of CEQA and the State CEQA guidelines.

This Concurrent Resolution may be executed in counterparts and is effective from the latest date of execution shown below.

KENWOOD FIRE PROTECTION DISTRICT:

IN REGULAR SESSION, the foregoing Resolution was introduced by Director , who moved its adoption, seconded by Director Uboldi Doss and passed by the Board of Directors of the Kenwood Fire Protection District this 9th day of July 2024, on regular roll call vote of the members of said Board:

President Doss Vice President Uboldi Director Atkin Director Cooper Director Moretti	Aye Aye Aye Aye Aye	No No No No No	Absent Absent Absent Absent
Vote:	Aye 5	No	Absent 💋

WHEREUPON, the President declared the foregoing Resolution adopted, and

SO ORDERED: Daymon Doss, President

ATTEST:

Tony Ghisla, District Administrator

SONOMA VALLEY FIRE DISTRICT:

IN REGULAR SESSION, the foregoing Resolution was introduced by Director <u>Eman</u>, who moved its adoption, seconded by Director <u>Bradu</u>, and passed by the Board of Directors of the Sonoma Valley Fire District this 9th day of July 2024, on regular roll call vote of the members of said Board:

President Norton Vice President Atkinson Treasurer Johnson Director Brady Director Emery Director Leen Director Greben	Aye AyeX AyeX AyeX AyeX AyeX AyeX	No No No No No No No	Absent X Absent Absent
Vote:	Aye	No	Absent

WHEREUPON, the President declared the foregoing Resolution adopted, and

SO ORDERED:

Matt Atkinson, Vice President

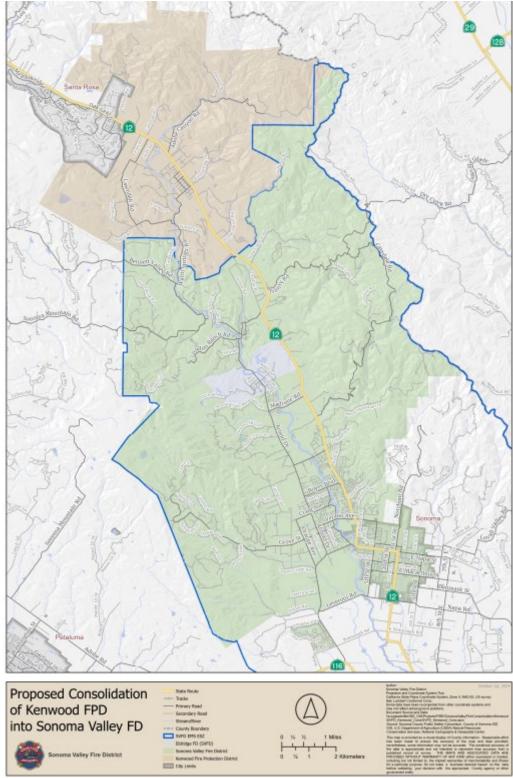
ATTEST:

Maci Bettencourt, Clerk

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Map of the Proposed Sonoma Valley Fire District

Legend: tan color = Kenwood Fire Protection District Boundary /green color = Sonoma Valley Fire District boundary / blue line = Ambulance Service Area



HISTORY OF THE AGENCIES

Sonoma Valley Fire District

The Sonoma Valley Fire District provides all-risk fire, rescue, and paramedic level emergency medical services to the communities of Agua Caliente, Boyes Hot Springs, City of Sonoma, Diamond-A, El Verano, Fetters Hot Springs, Glen Ellen, Mayacamas, Temelec, Seven Flags, Eldridge, and Kenwood.

On February 1, 2002, the City of Sonoma and Valley of the Moon Fire Protection District entered into a Joint Powers Agreement creating a public entity known as the Sonoma Valley Fire & Rescue Authority. The purpose of the Authority was to eliminate duplication of equipment, personnel and resources, control costs, and provide higher levels of fire and rescue services to both communities.

On December 19, 2011, the City of Sonoma signed a contract for fire and emergency medical services with the Valley of the Moon Fire Protection District to further eliminate duplication of administrative services. The Fire District served as the employer of both employee groups.

On July 1, 2020, the Sonoma Valley Fire District was formed through a consolidation of the Valley of the Moon and Glen Ellen Fire Districts as well as the Mayacamas Volunteer Fire Company service area. The new District's formation went through the LAFCO reorganization process that included public hearings and legal requirements. The new consolidated District realizes substantial benefits to the citizens and taxpayers by employing common equipment, resources, and personnel under a single administration and operational system. The new Sonoma Valley Fire District is extremely proud of its former Districts' rich history and community ties and is equally proud to continue to provide exceptional service to all of our communities that we serve.

In September of 2022, the District entered a contract for services with Kenwood Fire Protection District to provide staffing to maintain 24-hour ALS (Advanced Life Support) engine service. In July of 2024, all KFPD employees became Sonoma Valley Fire District employees, and as of August 5, 2024, SVFD is providing 3-0 engine staffing 24/7.

SVFD is a combination agency that maintains five career-staffed fire stations, three volunteer stations, an administrative office, and a maintenance facility. SVFD has **76** full-time personnel and over 50 volunteer personnel. SVFD's daily staffing includes five paramedic engines, three advanced life support ambulances, a Battalion Chief, and multiple support staff in fire prevention, training and fire administration. In addition, this staffing is enhanced through the cadre of dedicated volunteer firefighters and an assortment of specialized equipment, including a ladder truck, nine specialized wildland engines, three rescue trucks, four water tenders, a UTV for remote access areas, and fourteen additional fire engines.

The District, including the City, serves an area of approximately 114 square miles with a resident population of approximately 52,000. The District also provides emergency ground

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transport ambulance service to the greater Sonoma Valley, an additional area of approximately 100 square miles, and 5,000 residents, as well as a significant number of visitors in the greater Sonoma Valley.

It is important to note that the SVFD also provides staffing for one shift for the Eldridge Fire Department at the existing Sonoma Developmental Center Fire Station as part of a contract for services agreement with the State of California Department of General Services. This staffing agreement and services have been in place since 2019.

Within the boundaries of the District are expansive wildland urban-interface (WUI) areas, large single-family homes, multi-family residential complexes, hotels, a local hospital, and a historic downtown Plaza.

The SVFD serves its Community from the following Fire Stations:

- Sonoma: Station 1 at 630 2nd St West, Sonoma
- El Verano: Station 2 at 877 Center St, El Verano
- Agua Caliente: Station 3 at 1 West Aqua Caliente Rd, Agua Caliente
- Diamond A: Station 4 at 18798 Prospect Dr, Diamond A Ranch (Volunteer only)
- Glen Ellen: Station 5 at 13445 Arnold Dr, Glen Ellen
- Kenwood: Station 6 at 9045 Sonoma Highway, Kenwood
- Mayacamas: Station 8 at 3252 Trinity Rd, Glen Ellen, CA 95442 (Volunteer only)
- Cavedale: Station 9 at 4601 Cavedale Rd, Glen Ellen, CA 95442 (Volunteer only)
- Eldridge: Station 10 at 15000 Arnold Dr/Wilson, Eldridge, CA 95431

The Sonoma Valley Fire District is an independent Special District, as defined under the California Fire Protection District Law of 1987, (California Health and Safety Code, Section 13800 et seq.). A seven-member Board of Directors, elected at large by their constituents, with each serving a four-year term, governs the District. The Fire Chief oversees the general operations of the District in accordance with the policy direction prescribed by the Board of Directors.



Kenwood Fire District

The Kenwood Fire Protection District was formed in 1945. Located on Hwy 12 in a converted 1930s gas station, the Kenwood Fire District became a natural center for community engagement. It is governed by a voter elected 5-member Board of Directors. The Kenwood Fire Protection District serves approximately 609 residents over an approximately twenty-three square mile area. Situated in the northern portion of the Sonoma Valley, sixty miles north of San Francisco, in one of the premiere grape growing regions in the world, Kenwood is home to many world class wineries.

Over many years, Kenwood has dramatically changed. Like many rural areas in the Bay Area, Kenwood was a farming community, then transformed into blue collar and now, a very expensive community in which to live. Wikipedia says the population of Kenwood is 609, but there are many vacation rentals, and non-permanent residents as well.

The demographic change has had a dramatic impact on our fire department. When Kenwood was a farming community, old pictures of the department show about 15 community volunteers' firefighters, mostly farmers, who would respond to calls during the day and night because they lived and worked here. When farming declined and the community moved into a more blue-collar town, the District continued to have many Community volunteer firefighters (in excess of 25). However, day call turnout was limited because many of the community volunteers worked out of town.

After a long and very proud history of being a volunteer fire department, as above noted, the District had to transition to a combination department due to decreasing numbers of active volunteer firefighters. From approximately the late 1990's until 2016, the District was staffed by one full-time employee and a part-time employee during the weekly business hours, and volunteers responded from home at night and on weekends. This culminated in 2016 when the District was able to provide 24-hour staffing with 2 full time employees. This model functioned until September of 2022 when the District entered a contract for services to provide staffing to maintain 24-hour ALS (Advanced Life Support) service. In July of 2024, the one remaining Kenwood employee became a Sonoma Valley Fire District employee, and as of August 5, 2024, SVFD is providing 3-0 staffing 24/7. Kenwood equipment currently consists of: A 2019 Pierce Arrow Type 1 Fire engine, a reserve type 1 fire engine, a type 3 wildland engine, a water tender, and a light rescue vehicle.



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On the periphery of the District's territory, adjacent agencies include: Santa Rosa Fire Department, Sonoma County Fire District, Sonoma Valley Fire District, and Rancho Adobe Fire Protection District. The District has auto or mutual aid agreements with all neighboring agencies.

PLAN AND DESCRIPTION OF SERVICES, INCLUDING CURRENT AND PROJECTED RESPONSE TIME AND LEVELS OF SERVICE

The two subject agencies currently provide "all-risk" services to their communities. They respond to all types of emergency and non-emergency incidents including, but not limited to, medical emergencies, structure/vehicle/wildland fires, vehicle accidents, rescues, and hazardous materials incidents. Current response times vary by station and are dependent upon whether the station services an urban, suburban, or rural area. Response times in the two agencies are also affected by whether the agency is a staffed or volunteer fire station. The staffed stations will always send a response to Districts 4 (Diamond A), 8 (Mayacamas), and 9 (Mayacamas/Cavedale Rd), to supplement the volunteer response.

Kenwood Fire Protection District

The Kenwood Fire Protection District serves the rural community of Kenwood and surrounding areas, including the remote areas of Sugar Loaf Mountain Range and Annadel State Park. Kenwood is surrounded by agricultural, wine making and wine tasting areas, and a Plaza Park situated in the heart of the Community. The Kenwood Fire Station is and will remain a staple of the Kenwood Community, and currently houses a 3/0 engine company comprised of a Captain, an Engineer/Paramedic, and a Firefighter/Paramedic. The population of Kenwood fluctuates with tourism, but is estimated at around 600 residents. Kenwood does have a hotel, the Kenwood Inn and Spa, as well as many visitors to the wineries and businesses throughout the District. In addition, construction is in process on a large development known as the Graywood Ranch. This will include a hotel, a large venue for events and dining, and approximately 15 (+/-) building lots for homes.

The number of calls for service generated by the Kenwood Fire Protection District was 298 calls in 2021; 317 calls in 2022; and 230 calls in 2023. For emergency medical calls, the District responded to 130 calls in 2021; 156 calls in 2022; and 122 calls in 2023. The table below shows the average response time to emergency medical calls for the years 2019-2022. In the years displayed below, the Kenwood Fire Protection District responded as a BLS (Basic Life Support) engine company, and ALS (Advanced Life Support) service was provided by Santa Rosa Engine 7 (Oakmont Station), Sonoma Life Support, or Sonoma Valley Fire (Glen Ellen/Station 5) or Medic 303 responding from Station 3/District 3. The first arriving ALS unit time was measured and is shown here:

Sonoma Count	y, 2019-202	2			
	2019	2020	2021	2022	Grand Total
AMB	0:08:36	0:09:34	0:10:13	0:10:24	0:09:44
ENG_T1	0:08:41	0:08:16	0:09:00	0:09:10	0:08:53
Grand Total	0:08:37	0:09:20	0:09:57	0:10:05	0:09:33
			*ES7 1314010001	1314010002	1314010003

Average ALS Response Time for Kenwood by Unit Type

ESZ 1314010001, 1314010002, 1314010003

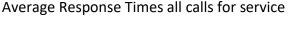
On September 28, 2022, the Sonoma Valley Fire District began staffing the Kenwood Fire Station with a Paramedic assigned to each shift, making an ALS engine company. In August of 2024, the Kenwood Fire Protection District Board elected to begin staffing a 3rd full-time member (Firefighter/Paramedic) on the engine company. This provides additional depth and capacity to emergency response in the District. This endeavor is made possible long-term by Measure H funding. However, in the short-term, the Kenwood Fire District Board elected to start staffing this level prior to receiving the funding in order to best serve the Kenwood Community. Since September 28, 2022 when the Kenwood Fire Protection District was staffed ALS, the Kenwood Fire Protection District has generated 196 medical related calls. The table below reflects the average response time to these medical related calls for service:

Average	ALS Response	Time Sent	2022 to	Present
Average		Thine Sept.		I I CJCIIC

Medical calls for service	Average ALS Response Time*		
196 total calls	4 minutes 58 seconds		
* ALC- Advanced Life Support			

ALS= Advanced Life Support

As noted above, Kenwood Fire Protection District responded as a Basic Life Support (BLS) first response up until the transition to a paramedic staffing the station as noted above, on September 28,2022. KFPD did an outstanding job of responding in their District, with average times noted in the box below. These times are reflective of all KFPD calls in District, which range from a short run in the Kenwood flats area, to the outer edges of the District. The box below illustrates average response times for KFPD medical type calls for 2021 and 2022:





The response times are very similar from prior to SVFD staffing to the present. However, the difference in Advanced Life Support arrival average is 4 minutes and 35 seconds with an ALS staffed engine company at the Kenwood Fire Protection District station/SVFD Station 6. The Sonoma Valley Fire District will continue to staff a 3/0 ALS engine company at the current Kenwood Fire Station location to meet these response times and provide expedited Advanced Life Support response to the Kenwood Community.

Since 2009, the Kenwood Fire Protection District has been in County Exclusive Operating Area One (EOA-1) for contracted ALS emergency ground ambulance service administered by the County of Sonoma. In January 2024, after more than a decade of service by American Medical Response West, the Sonoma County Fire District became the EOA-1 ambulance provider and this will continue after the reorganization.

Sonoma Valley Fire District

The Sonoma Valley Fire District (SVFD) provides integrated emergency response, command, administrative and logistical support to the communities of Glen Ellen, Kenwood, Mayacamas, Agua Caliente, Boyes Hot Springs, Fetters Hot Springs, El Verano, Temelec, Seven Flags, the City of Sonoma, and Sonoma Developmental Center (Eldridge). As of 2019, the SVFD has been under contract with the State Department of General Services to provide on-site ALS service to SDC, presently providing this service on weekends. This adds an additional 2/0 engine company to the SVFD system. This contract will be in place until June 30, 2025. SVFD is governed by the elected Sonoma Valley Fire District Board.

The number of calls generated by the entire District was 5031 calls in 2021; 5202 calls in 2022; and 5279 calls in 2023; with an average call volume of 5171 calls over the 3-year span. The District responds to a variety of different calls in the vastly different areas it serves. The Mayacamas (District 8/9) serves an area with homes, ranches, and agricultural areas in a remote ridge area along the border between Sonoma and Napa Counties. District 5 serves an area rich with rural residential and wild lands. This includes rural residential development. District 5 also serves the Jack London Ranch State Park and a County regional park. There is some modest commercial activity in the village of Glen Ellen. Districts 2 and 3 serve an area of urban, suburban, and rural mixture, including the Diamond A area (District 4 but District 2 units respond as well), which is an especially remote rural area. Lastly, District 1 serves the City of Sonoma, including the highly commercial and historic downtown Sonoma Plaza.

All Engine companies (including Kenwood/Station 6) are and will continue to be staffed 3-0 with a Captain, an Engineer/Paramedic, and a Firefighter/Paramedic. The response times vary by District due to the unique layout of each individual District. Below is a table of average response times for in District emergency medical calls for the last 3 years:

Engine	2021	2022	2023
3381	3 minutes 48 seconds	3 minutes 33 seconds	3 minutes 31 seconds
3382	4 minutes 48 seconds	5 minutes and 7 seconds	4 minutes and 40 seconds
3383	4 minutes and 6 seconds	4 minutes and 26 seconds	4 minutes and 3 seconds
3385	6 minutes and 37 seconds	5 minutes and 25 seconds	6 minutes and 20 seconds

The City of Sonoma has Health and Safety Code section 1797.201 rights and obligations to provide ALS emergency ground transport ambulance service ("201 Rights") to the Sonoma Valley, from the Schell-Vista FPD through SVFD District 5 (Glen Ellen) up to the current Kenwood Fire Protection District Boundary. The provision of this ALS service is through the contract for service with the Sonoma Valley Fire District. The reorganized Sonoma Valley Fire District will continue to provide ALS ambulance service to the same service area, while the City will retain its "201 Rights." Based on the County's RFP and Contract for EOA-1 ambulance service, the SVFD will not have legal responsibility for ambulance transport for the KFPD area. However, we have an agreement in place with Sonoma County Fire District where the SVFD will respond as the closest ambulance when appropriate.

These statistics indicate that the Sonoma Valley Fire District meets NFPA response time standards for suburban areas for calls that are generated from within the District territory. Additionally, through the combined organizational response and resources of the SVFD, the City has an Insurance Service Office (ISO) Public Protection Class rating of 1, which is the highest attainable level, indicating superior property fire protection. This level is achieved by only 5% of California fire departments and less than 1% of departments nationwide. In the unincorporated area of the District, exclusive of the Mayacamas service area, the ISO rating is a Class 2, which is a remarkable level considering there are significant portions of our District's area that are not serviced by fire hydrants.

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SCHEDULE FOR PROVIDING SERVICES IN THE REORGANIZED TERRITORY

Based on consultations with the LAFCO Executive Officer, with a submittal date of December 16, 2024, LAFCO could move through the review, consideration, and approval process, including any protest proceedings, by the regular LAFCO meeting in May 2025. During the pendency of the LAFCO review process, the Board-level reorganization Ad Hoc Committee and numerous staff working groups will concurrently be developing policies, procedures, and operational implementation plans. Based on this timeline, the Board of Directors of the reorganized Sonoma Valley Fire District would hold its first meeting on July 1, 2025, and District-wide services would therefore feasibly begin in the expanded District in July 2025.

NEEDS AND PLANS FOR IMPROVEMENT OR UPGRADING OF FACILITIES

Kenwood Fire Protection District

Station 6: 9045 Sonoma Highway, Kenwood

The District maintains a main fire station that it has occupied since approximately 1965. The facility is modest, and is currently being upgraded with a completed installation of a new septic system in anticipation of a remodel project to start 2025/2026. Measure H Sales Tax Funding will be the source for this remodel.

With additional staffing afforded by the Measure H Sales Tax, as well as Kenwood Fire Board approval, additional bedrooms, and upgraded bathrooms are needed to properly house Firefighters at this station. The Kenwood Board has appointed a Sub Committee to work in collaboration with the Sonoma Valley Fire District staff to oversee future remodel projects.

The Sonoma Valley Fire District will utilize the KFPD's Board adopted Replacement Reserve Study from January 2022 in order to budget, plan and address ongoing repairs, improvements and replacement of equipment, facilities and apparatus that serve the Kenwood Community. The Sonoma Valley Fire District is committed to utilizing the reserve funds from the KFPD to ensure that we meet both the replacement schedules and the service level expectations and standards of the SVFD as we serve the Kenwood Community into the future. The SVFD will separately account for these funds and will provide an annual reporting of expenditures and the ongoing fund balance.

Anticipated initial costs: \$10,000 for architectural consultation. The more significant construction costs are unknown at this time, but will be financed utilizing Measure H funds to pay for the annual debt service payments.

Sonoma Valley Fire District

Station 1: 630 Second Street West, Sonoma

This is the City owned Fire Station that also serves FD Administration, Training, Prevention, and Fleet Maintenance. Through the contract for services, the City is responsible for all major repairs and renovations of this facility. The facility is current and not in need of any significant upgrades/improvements.

Station 2: 877 Center St. El Verano

There has been a recent remodel to accommodate the newly organized Medic 302 and its crew. The formation of this unit and the funding for it are through Measure H funds. Additionally, the Sonoma Valley Fire District closed escrow at the end of November on two parcels on Arnold Dr., totaling 7.75 acres, on which a new Fire Station 2 will be built. This process is in the beginning stages and is currently moving forward with planning and design which should be completed in early 2025 with construction to begin

as soon as that process is complete and financing has been secured. Similar to the Kenwood Fire Station Project, this project will be funded through Measure H revenues to pay the annual debt service payments. This property will also give the Sonoma Valley Fire District room to grow and expand well into the future as the property is both easily accessible and centrally located in the Valley.

Station 3: 1 West Agua Caliente Rd, Agua Caliente

This Fire Station has had many recent improvements, including a new kitchen, updated dorm rooms and bathrooms, paving, energy efficiency projects, a new roof, and a photovoltaic system. This Station is not in need of any additional improvements in the intermediate time period.

Station 4: Prospect Dr. Diamond A, Sonoma

This Volunteer Fire Station in Diamond A does not require any upgrades given its current use.

Station 5: 13445 Arnold Dr, Glen Ellen

The living quarters were remodeled in 2018 which added bedrooms and a day room to accommodate 24/7 staffing of at least 3 Firefighters. A subsequent seismic retrofit that included a new roof and a photovoltaic system was completed in the Spring of 2024. There are no projected additional upgrades needed.

Station 8: 3252 Trinity Rd, Glen Ellen

Wildfire hardening measures have recently been completed including hardscape landscaping and a new fire-resistant roof was installed.

Station 9: 4601 Cavedale Rd, Glen Ellen

Recent infrastructure upgrades including roof and utility work have been completed.

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FISCAL ANALYSIS WITH FIVE-YEAR REVENUE AND EXPENDITURE PROJECTION

Budget and Background

The Sonoma Valley Fire District which was formed on July 1, 2020, has a seven-member elected board that passes a balanced budget each fiscal year. The Sonoma Valley Fire District's primary source of revenue is the general property tax. The District's property tax allocation rate (AB-8 rate) is comprised of three separate rates from former fire districts including: Valley of the Moon Fire Protection District of 13.3%, Glen Ellen Fire Protection District of 10.9%, and lastly Mayacamas Volunteer Fire Service Area of 3.2%. Additionally, the District has an existing voterapproved special tax, Ordinance 2018/2019-01, of \$246.24 per single family residence set for FY24/25 and contains no sunset clause. Furthermore, Ordinance 2018-2019-01 has a built-in automatic inflation component which is applied each fiscal year and can be levied at a higher rate. Contracts are another significant revenue source for the District, from the City of Sonoma, Kenwood Fire Protection District, and Department of General Services to provide staffing and services to their designated areas of coverage. The Department of General Services contract will cease in FY25-26 indefinitely unless we are informed otherwise. As of March 2024, a county wide sales tax measure officially known as, Measure-H, was successful in acquiring voter approval which will generate a new revenue stream starting in FY24/25 and contains no sunset clause.

• Special Note on Financial Projections: An assumption of a 3% annual increase in both revenues and expenses has been used with all line items except personnel costs. Personnel costs have been projected using a 3.5% increase due to the significant number of new employees who will be moving upward through the salary schedule positions. There is the potential for additional personnel cost savings as Legacy or Classic employees (SCERA) attrition out and are replaced by lower cost PEPRA employees. We have assumed a conservative number of retirements in these calculations, but the exact number is unknown.

Sonoma Valley Fire District:	24-25	25-26	26-27	27-28	28-29
Property Tax Revenue	7,615,967	7,844,446	8,079,779	8,322,172	8,571,837
Special Tax Revenue	2,422,033	2,494,694	2,569,535	2,646,620	2,726,019
Contract Revenue	9,078,533	9,350,889	9,631,141	9,920,358	10,217,968
Measure H Revenue	3,062,400	4,083,200	4,205,696	4,331,867	4,461,823
Fees	413,696	426,107	438,890	452,057	465,618
Total Revenue	22,592,629	24,199,336	24,925,041	25,673,074	26,443,265
Personnel Costs	19,266,448	19,940,773	20,638,700	21,361,055	22,108,692
Services and Supplies	2,181,307	2,246,746	2,314,148	2,383,573	2,455,080
Capital expenditures	510,283	525,591	541,359	557,600	574,328
Total Expenses	21,958,038	22,713,110	23,494,207	24,302,228	25,138,100
Annual Surplus or (Deficit)	634,591	1,486,226	1,430,834	1,370,846	1,305,165

Budget Projections for Fiscal Years:

Kenwood Fire Prot. District:	24-25	25-26	26-27	27-28	28-29
Property Tax Revenue	\$1,076,211	\$1,108,497	\$1,141,752	\$1,176,005	\$1,211,285
Revenue Sharing	\$206,587	\$212,785	\$219,168	\$225,743	\$232,515
Special Parcel Tax	\$425,626	\$425,626	\$425,626	\$425,626	\$425,626
Measure H Revenue	\$869,550	\$1,196,800	\$1,196,800	\$1,196,800	\$1,196,800
Interest Income	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
All other	\$59 <i>,</i> 684	\$59,684	\$59 <i>,</i> 684	\$59 <i>,</i> 684	\$59 <i>,</i> 684
Total Revenue	\$2,707,658	\$3,073,392	\$3,113,030	\$3,153,858	\$3,195,910
Expenses					
Staffing Contract	\$2,050,000	\$2,212,956	\$2,340,377	\$2,475,176	\$2,616,261
Services and Supplies	\$398,735	\$410,697	\$423,018	\$435,709	\$448,780
Total Expenses	\$2,448,735	\$2,623,653	\$2,763,395	\$2,910,885	\$3,065,041
Net Fund Before Cap X	\$258,923	\$449,739	\$349,635	\$242,974	\$130,870
Cap X Allocation	\$258,923	\$449,739	\$349,635	\$242,974	\$130,870
Net Fund Balance	\$0	\$0	\$0	\$0	\$0

Projection Notes:

1. Property tax and revenue sharing agreement increases 3% annually.

2. Parcel tax is flat even though there are properties being completed. The County is 3 years behind in their process.

3. Measure H allocated to the general fund and remains flat. Allocation has not yet been decided.

4. Interest income and all other revenue are flat.

5. Staffing contract increases 5.7% annually.

6. All other expenses increase 3% annually.

Reserve Fund Balances:	6/30/2021	6/30/2022	6/30/2023	
Sonoma Valley Fire District	\$10,626,070	\$11,111,143	\$12,033,606	
Kenwood FPD	\$ 4,024,908	\$ 4,026,472	\$ 4,379,253	

In addition to the financial stability, and substantial reserves, the reorganized District potentially will be able to act as a larger agency when competing for grants, will be able to expand Sonoma Valley's established Fire Impact Fee Program throughout the service area, and leverage purchasing power through volume purchases and standardization of vendors.

New and combined Budget Projections for the Reorganized Sonoma Valley Fire District:

Note: The Projection Assumptions used below are the same as for the above Projections for the Sonoma Valley Fire District.

Sonoma Valley Fire District:	24-25	25-26	26-27	27-28	28-29
Property Tax Revenue	8,692,178	8,952,943	9,221,531	9,498,177	9,783,122
Special Tax Revenue	2,687,886	2,768,522	2,851,578	2,937,125	3,025,239
Contract Revenue	7,028,533	7,239,388	7,456,570	7,680,267	7,910,675
Measure H Revenue	3,931,950	5,315,904	5,475,381	5,639,642	5,808,831
Fees/ Other Misc. Revenue	749,967	768,576	787,742	807,484	827,817
Total Revenue	23,090,514	25,045,333	25,792,802	26,562,695	27,355,684
Personnel Costs	19,266,448	19,940,773	20,638,700	21,361,055	22,108,692
Services and Supplies	2,580,042	2,657,443	2,737,166	2,819,282	2,903,860
Capital expenditures	510,283	525,591	541,359	557,600	574,328
Total Expenses	22,356,773	23,123,807	23,917,225	24,737,937	25,586,880
Annual Surplus or (Deficit)	733,741	1,921,526	1,875,577	1,824,758	1,768,804

Appropriations Limit for the reorganized Sonoma Valley Fire District

As directed by the Districts in the Concurrent Resolution No. 2024/2025-01, LAFCO is requested to establish the initial appropriations limit for the reorganized Sonoma Valley Fire District based on the total of the combined existing appropriations limits of the Kenwood FPD and the Sonoma Valley Fire District, as well as the anticipated increased tax collections projected from the extension of Sonoma Valley Fire District's special tax throughout the reorganized Sonoma Valley Fire District and the revenues from the County-wide sales tax measure H which was passed in March, 2024. Accordingly, based on the five-year financial projection above, it is requested that the initial appropriations limit for the Sonoma Valley Fire District be established at \$35,000,000.00.

IDENTIFICATION OF EXISTING FIRE SERVICE PROVIDERS AFFECTED BY REORGANIZATION

As set forth in the Concurrent Resolution No. 2024/2025-01, approved by the Districts effective July 9, 2024, and as identified in the Municipal Service Review approved by LAFCO Resolution No. 2717 on November 6, 2019; the reorganization includes the dissolution of the Kenwood Fire Protection District; detachment of 7 parcels from Sonoma County CSA #40; and annexation of that same territory into the reorganized Sonoma Valley Fire District. Much of the territory in the reorganized district is designated as "State Responsibility Area," subject to Cal Fire suppression and prevention services for wildland fires.

PROPOSAL FOR THE STRUCTURE OF THE BOARD OF DIRECTORS

As set forth in subparagraph (c) on page 2 of the Concurrent Resolution No. 2024/2025-01, approved by the Districts effective July 9, 2024 and pursuant to the provisions of California Health and Safety Code §13842 and Government Code section 56866(n), Reorganized District shall be governed by a seven (7) member Board of Directors. The initial Board of Directors shall meet as soon as practicable after the effective date of the Proposed Reorganization and shall classify themselves by lot into two classes: one class consisting of three (3) directors and one class consisting of four (4) directors, XX from KFPD and XX SVFD. The term of office of the class having the smaller number shall be through December 2026, and the term of office of the class shall be having the greater number shall be through December 2028.

Three (3) director positions shall be subject to an at-large District-wide election in November 2026; and four (4) director positions shall be subject to an at-large District-wide election in November 2028. Except for the initial Board of Directors, the term of office of directors shall be four years, and directors shall be elected or appointed as provided by law.

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IMPACTS OF REORGANIZATION ON CURRENT EMPLOYEES AND VOLUNTEERS

Sonoma Valley Fire District (SVFD)

The Sonoma Valley Fire District staffs 5 engine companies and 3 ambulances on a daily basis as well as a shift Battalion Chief. SVFD staffing is a 3-person minimum for engines and 2-person minimum for ambulances. All of our daily staffed resources are paramedic staffed (ALS), oftentimes with more than one paramedic per unit. We staff all engine companies with one Captain, one Engineer, and one Firefighter/Paramedic. We also have the opportunity for our volunteers to work stipend shifts on every one of our engine companies each day as the 4th person on the engine.

Station deployment and staffing is as follows: Station 2 (El Verano), this station of 5 personnel staffs one engine company, one ALS Ambulance, and cross staffs the only ladder truck in the Valley. Station 3 (Agua Caliente), this station of 5 personnel staffs one engine company and one ALS Ambulance. Station 1 (Sonoma) staffing mirrors that of Stations 2 and 3. Station 5 (Glen Ellen), 3 personnel staff one engine company. Station 6 (Kenwood) 3 personnel, staff one engine company. All stations have specialized wildland apparatus and there are various additional resources, such as rescues, water tenders, etc. that are deployed from strategic locations throughout the District.

Labor Representation

All full-time rank and file suppression employees are represented by IAFF Local 3593, the Sonoma Valley Professional Firefighters.

Labor Agreements

The Sonoma Valley Fire District is the single employing agency with an existing MOU that will continue to be in effect until June 30, 2026.

Volunteer Firefighter Program

The Sonoma Valley Fire District (SVFD) has had a robust and active Volunteer Firefighting program in place for many years. This valuable program for supplemental emergency response, daily staffing, and workforce training and development will continue to be a central part of the Sonoma Valley Fire District into the future.

Steps have already been taken to blend the Kenwood Volunteer Firefighters program into the SVFD program. Volunteer Firefighters from all agencies now share the same training night each week and participate in joint training coordinated by the Training Officer, who also serves as the Volunteer Program coordinator. We are currently utilizing a North (Station 5,6,8,9 Volunteers) and a South (Station 1,2,3,4) type drill night, to allow more repetitions for all members, and less time traveling to and from drill.

Blending Full Time and Volunteer Employees

The Kenwood Fire District workforce, both career (full-time) and volunteers has been blended into the Sonoma Valley Fire District (SVFD) since July 8, 2024.

Explorer Posts

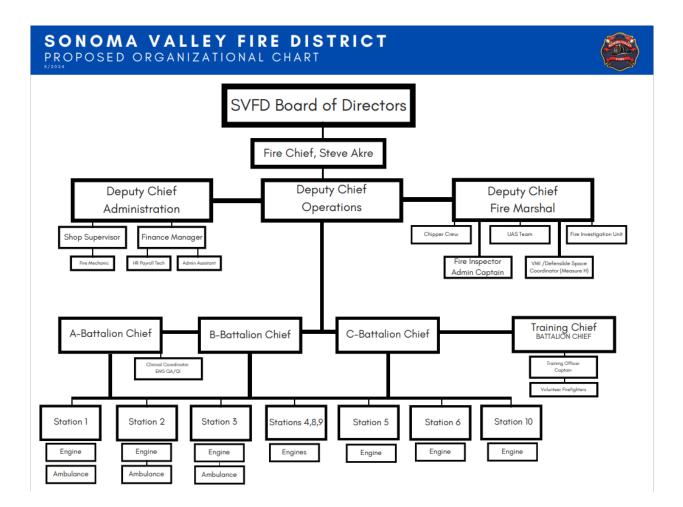
Kenwood Explorer Post #31 will remain active and supported, and continue to be a great way to introduce the fire service to the youth of our Valley. The Explorer Posts are an excellent way to increase both our Volunteer and Career workforce and this supports one of our Strategic Plan's Goal of building a "Homegrown Workforce". Additionally, the Sonoma Valley Fire District is working with the Schell Vista Fire District to support Sonoma Valley Fire Post #911 in the South Valley.

Volunteer Associations

The Sonoma Volunteer Firefighters Association hosts and participates in multiple fundraising events throughout the year, including the annual Sonoma 4th of July event at Sonoma Plaza. This is the largest one-day event the City of Sonoma hosts, with an estimated attendance of over 10,000, and generates revenues to support the Sonoma Valley Fire District. The Sonoma Volunteer Firefighters Association mission statement reads: The mission of the Sonoma Volunteer Firefighters Association is to serve the community by providing fundraising support for the Sonoma Valley Fire District, conduct social functions and educate the public on fire danger and prevention. The goal of the Association is to support the Sonoma Valley Fire District's ability to conduct aggressive fire suppression, minimize losses from fire and other hazards, and provide emergency medical services support for the community with courtesy and pride.

The Mayacamas Volunteer Fire Foundation also partners with the Sonoma Valley Fire District to support capital replacement projects and equipment that serves the Mayacamas service area of Fire Stations 8 and 9. The MVFF is also active in supporting the Fire Safe Council and efforts in the areas of fuels reduction, community connections, awareness, and preparedness.

The Kenwood Volunteer Firefighters' Association's is a 501c3 whose mission statement is: The purpose of the Kenwood Firefighters Association is to support and benefit worthy causes for the community of Kenwood. The Association shall accomplish this mission by providing grants and continued community involvement. The Association shall also provide funding for the Kenwood Fire Explorer Post and for the Kenwood Firefighters Association Scholarship Program.





Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

December 10, 2024

Agenda Item No.

10a

Steve Akre, Fire Chief

Staff Contact

Agenda Item Title

Resolution 2024/2025-07 acknowledging Fire Chief's report regarding inspection of occupancies pursuant to state Health & Safety Code §13146.2 and §13146.3

Recommended Actions

Acknowledge Fire Chief's report

Executive Summary

Every city and county fire department and every fire district providing fire protection services is required to annually inspect every building used as a public or private school and certain group occupancies for compliance with building standards.

California Senate Bill 1205, approved on September 27, 2018, added Section 13146.4 to the Health and Safety Code, which requires every city and county fire department and every fire district conducting these inspections to submit an annual compliance report to its administering authority.

We are pleased to report with the additional fire prevention capacity approved by the Board we have been able to achieve <u>100 percent compliance with all California State Mandated Inspections for the second year in a row</u>. While this agenda item requires we report specifically on residential and educational occupancies, the State mandates annual fire inspections in all; Organized camps, Day care facility, 7+ clients not requiring assistance, Public and private schools, Health care facilities/nursing homes/detox centers, Detention facilities, Day care facilities, 7+ clients requiring assistance, Multi-family housing (hotel/motel/apartments), Residential care facilities, Residential care facilities, and High rise buildings.

Alternative Actions

Request further information prior to acknowledgment

	Fiscal	Summary – FY 24/25	
Expend			
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$	Fees/Other	\$
· · · ·	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation	of Fiscal Impa	acts (if required)	
None			
Attachments			
1. SB1205 Report Sum	imary		
2. Resolution 2024/20	25-07		



Sonoma Valley Fire District

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

Trevor Smith, Fire Marshal

Board of Directors Sonoma Valley Fire District

December 10, 2024

Subject: Summary of State Required Mandated Annual Inspections

2024 YTD (CURRENT)					
Occupancy Total Required Total Completed					
E – Schools 26 26					
R- Residential 269 269					

* Some school inspections are scheduled for December during winter break. All inspections will be completed by 12/31/2024

2023					
Occupancy	Total Required	Total Completed			
E – Schools	25	25*			
R- Residential	283	283			

2022			
Occupancy	Total Required	Total Completed	
E – Schools	29	29*	
R- Residential	254	254	

2021		
Occupancy	Total Required	Total Completed
E – Schools	27	4
R- Residential	301	131

Trevor Smith Fire Marshal

Tues M Sm

630 Second Street West • Sonoma • California • 95476-6901 Business: (707) 996-2102 • Fax: (707) 996-2868 <u>sonomavalleyfire.org</u>

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE SONOMA VALLEY FIRE DISTRICT REGARDING THE REQUIREMENT THAT ANNUAL INSPECTIONS BE PERFORMED ON CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Sonoma Valley Fire District (SVFD), that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the SVFD, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Board of the Valley of the Moon Fire Protection District intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the SVFD's compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma Valley Fire District Board of Directors expressly acknowledges the measure of compliance of the SVFD with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the SVFD service area, including the communities of Agua Caliente, Boyes Hot Springs, City of Sonoma, Diamond-A, El Verano, Fetters Hot Springs, Glen Ellen, Mayacamas, Temelec, and Seven Flags, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the Sonoma Valley Fire District, there lie twenty six (26) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2024, the SVFD completed the annual inspection of twenty six (26) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number

of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the Sonoma Valley Fire District, there lie two hundred and sixty nine (269) Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2024, the SVFD completed the annual inspection of two hundred and sixty nine (269) Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 100% for this reporting period.

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 10th day of December 2024, on regular roll call vote of the members of said Board:

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

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

William Norton, President

Maci Bettencourt, Clerk

	Sonoma Val	ley Fire District	
SON OMA VALLEY	Board of Dir	ectors Meeting	
00	Agenda It	em Summary	
FIRE DISTRICT	0		
	Decento	er 10, 2024	
Agenda Item No.		Staff Contact	
10b		Steve Akre, Fire Chief	
Agenda Item Title			
Measure H Funding Agreer	nent between the County a	ind SVFD	
Recommended Actio	ns		
Review and accept term of	agreement.		
Executive Summary			
annual to the oversight and	administration committee reporting, oversight, and a	re H Tax Ordinance, receivi es. This agreement outlines dministration of the funds و	
	Fiscal Summ	nary – FY 24/25	
Expen	ditures	Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies Grants	\$ \$
		Granis	Φ
Total Expenditure	\$	Total Sources	\$
Narrative Explanation	of Fiscal Impacts (if	required)	
None			
Attachments			
1. Measure H Funding	g Agreement		

MEASURE H FUNDING AGREEMENT BETWEEN THE COUNTY OF SONOMA AND SONOMA VALLEY FIRE DISTRICT

This Agreement is made and entered into as of, December 10, 2024 ("Effective Date"), by and between the County of Sonoma, a political subdivision of the State of California, and Sonoma Valley Fire District, hereinafter referred to as "COUNTY" and the "FIRE AGENCY", and collectively as "the Parties."

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance", which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter "the Ordinance"); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: "The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent"; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance ("Recipients"); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

- 1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
- <u>Allocation of Funds</u>. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is five and two-tenths percent (5.2%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
- 3. <u>Distribution of Funds</u>. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December; October – December proceeds will be distributed by the 10th of March; January – March proceeds will be distributed by the 10th of June; April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. <u>Baseline maintenance of effort.</u> As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

- 5. <u>Baseline personnel funding</u>. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY'S Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
- 6. <u>30-year limit on Bonded Indebtedness</u>. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
- 7. <u>Reporting Requirements.</u>
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
- 8. <u>Appropriations Limit</u>. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
- 9. <u>Records</u>. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
- 10. <u>Audit authority of Oversight Committee</u>. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

- 11. <u>Over Allocation</u>. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
- 12. <u>County Costs</u>. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
- 13. <u>Indemnification</u>. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
- 14. <u>Notices</u>. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY:	Sonoma Valley Fire District 630 2 nd Street West Sonoma, CA 95476
TO COUNTY:	County of Sonoma Auditor-Controller-Treasurer-Tax Collector 585 Fiscal Drive, #100 Santa Rosa, CA 95403

- 15. <u>Additional Acts and Documents.</u> Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
- 16. <u>Integration</u>. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

- 17. <u>Amendment.</u> This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 18. <u>Independent Agencies</u>. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
- 19. <u>Assignment</u>. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
- 20. <u>Successors</u>. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
- 21. <u>Severability</u>. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intensions of the parties.

22. Limitations

a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

SONOMA VALLEY FIRE DISTRICT

By:_____ Board of Supervisors, Chairperson By:_____ Board President, William Norton

ATTEST:

By:_____ Clerk of the Board of Supervisors

By:_____ Clerk of the Board, Maci Bettencourt

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

District Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: Sonoma Valley Fire District

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

- 1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
- 2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
- 3. The specific activities that support fire prevention, including vegetation management.
- 4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
- 5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services: FY 21-22 \$_____; FY 21-22 ____%; this reporting period: \$_____; ___%.

Personnel expenditures: FY 21-22 \$_____; this reporting period \$_____.

- 6. Any material changes in service needs within the agency's jurisdiction or countywide.
- 7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.



Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

December 10, 2024

Agenda Item No.

10c

Steve Akre, Fire Chief

Staff Contact

Agenda Item Title

Sonoma Valley Fire District Reorganization MOU Updates & corresponding Resolution

Recommended Actions

Approve the updated Management & General MOU's and corresponding Resolution

Executive Summary

In August, the Board approved the proposed reorganization of SVFD. In conjunction with the approved reorganization, Chief Andreis representative, for both the Management & General MOU's, met with the HR subcommittee and negotiated salaries for the new classifications. What is being brough forward today is the revised MOU's which reflect the new/reclassified positions and the supporting Appendix A outlining the salaries. Key features include:

Management MOU:

- 1. Addition of 2 Deputy Fire Chief Positions, one Admin, one Ops. Fire Marshal is equivalent. (10% above Training BC)
- 2. Addition of Training Chief Position: BC Rank. (5% above Shift BC)
- 3. Reclassify the Finance Officer to Chief Finance Officer (base salary increase to match that of SCFD to maintain pay parody)
- 4. Elimination of the Admin BC position
- 5. Fire Chief (5% increase & increase admin accruals)

General MOU:

1. Reclassification from Human Resources/Payroll Tech to Human Resources Officer (5%)

The Board is being asked to approve the MOU's and corresponding Resolution so that appointments to the new positions can be made starting in January 2025. Please note that Measure H funding is being utilized to support this plan.

Alternative Actions

Deny or suggest modifications prior to approval

Strategic Plan Alignment

This reorganization is in alignment with Goal 1, Obj. 1A, Goal 2, Obj. 2C; Goal 3, Obj. 3A, 3B, 3C, 3D, and Goal 4, Obj. 4A, 4B, 4C, and 4D.

Fiscal Summary – FY 24/25			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$ 520,000	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
		Measure H Funding	\$ 520,000
Total Expenditure	\$ 520,000	Total Sources	\$ 520,000
Narrative Explanation	of Fiscal Impac	ts (if required)	•

The new positions will be fully funded through Measure H funds.

Attachments

- 1. Management Agreement and Side Letter
- 2. General Agreement and Side Letter
- 3. Resolution 2024/205-08

ADMINISTRATIVE AGREEMENT

BETWEEN THE SONOMA VALLEY FIRE DISTRICT

AND

MANAGEMENT & ADMINISTRATIVE EMPLOYEES

FOR THE PERIOD OF

JUNE 27, 2022 THROUGH JUNE 30, 2026

Revised: December 1, 2024

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DEFINITIONS

- 1. <u>ANNIVERSARY DATE</u> Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
- 2. <u>BOARD</u> Shall mean the Board of Directors of the Sonoma Valley Fire District.
- 3. <u>CHIEF</u> As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
- 4. <u>DISTRICT</u> Shall mean the Sonoma Valley Fire District.
- 5. <u>EMPLOYEES</u> 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. <u>MANAGEMENT</u> Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers.
- <u>SONOMA VALLEY FIRE DISTRICT</u> 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. <u>RETIREMENT</u> 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. 2021/2022-12.

ARTICLE 2 <u>RECOGNITION</u>

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

Chief Finance Officer Training Battalion Chief (40-HR) Battalion Chief (56-HR) Deputy Fire 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 <u>SEVERANCE</u>

- 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 <u>RENEWAL PROVISION</u>

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

ARTICLE 6 <u>MANAGEMENT RIGHTS</u>

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, Deputy Chief's, Training Battalion Chief, and Chief 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 workday for the Fire Chief, Deputy Chief's, Training Battalion Chief, and Chief Finance Officer shall be eight (8) hours. The usual workday 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 Training Battalion Chief and Deputy Chief's 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 Deputy Chief 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

- 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, 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.
- 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. It is agreed that the current Administrative Battalion Chief classification will be removed. However, depending on placements, Chief Lacy will retain his whole current salary if assigned to the Training Battalion Chief position.
- Effective June 27, 2022, with a first pay date of July 15th, 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 2020-21.
 - (d) Year 2 July 1, 2023: 2% COLA + shared property tax growth from Tax Year 21-22
 - (e) Year 3 July 1, 2024: 2% COLA + shared property tax growth from Tax Year 22-23
 - (f) Year 4 July 1, 2025: 2% COLA + shared property tax growth from Tax Year 23-24
 - (g) Formula for Shared Property tax growth The Sonoma Valley Plan: If the property tax estimate realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in 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 19th 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 25th

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 prorata 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.
- 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.
 - (c) Beginning January 1, 2025 Fire Chief (S. Akre) shall accrue a total of forty (40) hours per month of administrative leave. In a twelve-month period, the Fire Chief will accrue a total of 480 hours of administrative leave.
- 2. On the 12th 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.
 - (a) Fire Chief may request and receive payment at the base hourly rate of administrative leave and any hours 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. <u>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.</u>
 - (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 25th 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 <u>MILITARY LEAVE</u>

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 gualified 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

- 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.
- 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

- 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 14th day of June, 2022.

Management and Administrative Employees Group

Sonoma Valley Fire District

By

Spencer Andreis

Date

. No uto u

William Norton, President Date

By____

By

Maci Bettencourt, Clerk Date

APPENDIX 'A'

MANAGEMENT & ADMINISTRATIVE EMPLOYEES SALARY PLAN

June 27, 2022 through June 30, 2026 Revised: December 1, 2024

Chief Finance Officer (40-HR)

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	8,523	8,776	9,041	9,310	9,591
	Hourly	49.17	50.63	52.16	53.71	55.33
June 27, 2023	Monthly	8,949	9,214	9,493	9,776	10,071
	Hourly	51.63	53.16	54.77	56.40	58.10
June 27, 2024	Monthly	9,396	9,675	9,968	10,265	10,575
	Hourly	54.21	55.82	57.51	59.22	61.01
January 1, 2025	Monthly	11,847	12,199	12,568	12,943	13,335
	Hourly	68.35	70.38	72.51	74.67	76.93
June 27, 2025	Monthly	12,381	12,749	13,133	13,525	13,934
	Hourly	71.43	73.55	75.77	78.03	80.39

Deputy Chief (40-HR)

		Step A	Step B	Step C	Step D	Step E
January 1, 2025	Monthly	14,785	15,226	15,685	16,156	16,640
	Hourly	85.30	87.84	90.49	93.21	96.00
June 27, 2025	Monthly	15,451	15,910	16,390	16,883	17,389
	Hourly	89.14	91.79	94.56	97.40	100.32

Battalion Chief (56-HR)

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	11,588	11,933	12,288	12,658	13,035
	Hourly	47.62	49.04	50.50	52.02	53.57
June 27, 2023	Monthly	12,167	12,529	12,904	13,291	13,688
	Hourly	50.00	51.49	53.03	54.62	56.25
June 27, 2024	Monthly	12,775	13,155	13,549	13,955	14,371
	Hourly	52.50	54.06	55.68	57.35	59.06
June 27, 2025	Monthly	13,349	13,746	14,160	14,583	15,019
	Hourly	54.86	56.49	58.19	59.93	61.72

Training Battalion Chief (40-HR)

		Step A	Step B	Step C	Step D	Step E
January 1, 2025	Monthly	13,411	13,811	14,227	14,654	15,094
	Hourly	77.37	79.68	82.08	84.54	87.08
June 27, 2025	Monthly	14,014	14,433	14,867	15,312	15,773
	Hourly	80.85	83.27	85.77	88.34	91.00

Fire Chief (40-HR)

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	14,101	14,524	14,959	15,408	15,872
	Hourly	81.35	83.79	86.30	88.89	91.57

June 27, 2023	Monthly	14,806	15,250	15,707	16,177	16,666
	Hourly	85.42	87.98	90.62	93.33	96.15
June 27, 2024	Monthly	15,546	16,013	16,493	16,987	17,500
	Hourly	89.69	92.38	95.15	98.00	100.96
January 1, 2025	Monthly	16,323	16,813	17,318	17,836	18,375
	Hourly	94.17	97.00	99.91	102.90	106.01
June 27, 2025	Monthly	17,058	17,571	18,098	18,639	19,202
	Hourly	98.41	101.37	104.41	107.53	110.78

SIDE LETTER OF AGREEMENT

BETWEEN THE SONOMA VALLEY FIRE DISTRICT

AND

MANAGEMENT AND ADMINISTRATIVE EMPLOYEES

Sonoma Valley Fire District ("District") and the representatives of the Management and Administrative Employees ("Management") have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current Memorandum of Understanding ("MOU") with the term of June 27, 2022 to June 30, 2026. The District and Management have mutually agreed to create two Deputy Chief positions, a reclassification of the Finance Officer to Chief Finance Officer, and the elimination of the Administrative Battalion Chief to create the Training Battalion Chief position. The District and Management therefore amend their current MOU pursuant to their authority to do so expressed in Article 4(3) of the current MOU as follows:

ARTICLE 2 <u>RECOGNITION</u>

The positions "Deputy Chief", "Training Battalion Chief", and "Chief Finance Officer" have been added to the MOU in place of the former positions and the "Administrative Battalion Chief" position has been eliminated.

ARTICLE 10 SALARY and APPENDIX "A" SALARY PLAN

The Deputy Chief salary will be based 10% above on the Training Battalion Chief salary, the Training Battalion Chief salary will be based 5% above a Shift Battalion Chief salary, the reclassification of the Chief Finance Officer will be based off that of other local agencies within the County, and the Fire Chief salary will increase 5% considering the creation of the new positions.

Sonoma Valley Fire District:

Management and Administrative Employees:

William Norton, President

Spencer Andreis, Battalion Chief

Date:_____

Date:_____

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. <u>ANNIVERSARY DATE</u> Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
- 2. <u>BOARD</u> Shall mean the Board of Directors of the Sonoma Valley Fire District.
- 3. <u>CHIEF</u> As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
- 4. <u>DISTRICT</u> Shall mean the Sonoma Valley Fire District.
- 5. <u>EMPLOYEES</u> 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. <u>MANAGEMENT</u> Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers under the Sonoma Valley Fire District.
- <u>SONOMA VALLEY FIRE DISTRICT</u> 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. <u>RETIREMENT</u> 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 <u>PREAMBLE</u>

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 <u>RECOGNITION</u>

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

Administrative Clerk Administrative Assistant Fire Mechanic Human Resources Officer

ARTICLE 3 <u>SEVERENCE</u>

- 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 <u>MANAGEMENT RIGHTS</u>

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

- 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, 2022. Appendix 'A' is hereby incorporated in and made a part of this Agreement.
- 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.
- 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 15th, 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 2020-21.
- (d) Year 2 July 1, 2023: 2% COLA + shared property tax growth from Tax Year 21-22
- (e) Year 3 July 1, 2024: 2% COLA + shared property tax growth from Tax Year 22-23
- (f) Year 4 July 1, 2025: 2% COLA + shared property tax growth from Tax Year 23-24
- (g) Formula for Shared Property tax growth The Sonoma Valley Plan: If the property tax estimate realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in 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 9 HOLIDAYS

1. Recognized Holidays include:

New Years' Day - January 1st 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 19th Independence Day - July 4th Labor Day - first Monday of September California Admission Day - (floating holiday) Columbus Day - second Monday of October Veterans Day - November 11th Thanksgiving Day - fourth Thursday of November Employees' Birthday - day after Thanksgiving Day Christmas Eve - the afternoon of December 24th Christmas Day - December 25th

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. <u>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."</u>

- 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.
- 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 25th 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 <u>MILITARY LEAVE</u>

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 <u>HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE</u> <u>PROGRAM</u>

- 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.
- 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.

Date

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 14th day of June, 2022.

General Employees

Sonoma Valley Fire District

By_

Maci Bettencourt

By ______ Fire Chief Stephen Akre

Date

APPENDIX 'A'

GENERAL EMPLOYEES SALARY PLAN

June 27, 2022 through June 27, 2026 Revised: December 1, 2024

Administrative Clerk

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	4,839	4,982	5,131	5,287	5,443
	Hourly	27.92	28.74	29.60	30.50	31.40
June 27, 2023	Monthly	5,082	5,231	5,387	5,552	5,715
	Hourly	29.32	30.18	31.08	32.03	32.97
June 27, 2024	Monthly	5,337	5,493	5,656	5,829	6,001
	Hourly	30.79	31.69	32.63	33.63	34.62
June 27, 2025	Monthly	5,578	5,741	5,911	6,091	6,271
	Hourly	32.18	33.12	34.10	35.14	36.18

Administrative Assistant

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	5,666	5,833	6,008	6,188	6,375
	Hourly	32.69	33.65	34.66	35.70	36.78
June 27, 2023	Monthly	5,949	6,124	6,308	6,498	6,694
	Hourly	34.32	35.33	36.39	37.49	38.62
June 27, 2024	Monthly	6,247	6,431	6,623	6,822	7,029
	Hourly	36.04	37.10	38.21	39.36	40.55
June 27, 2025	Monthly	6,528	6,720	6,921	7,129	7,344
	Hourly	37.66	38.77	39.93	41.13	42.37

Human Resource Officer

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly	6,514	6,706	6,909	7,117	7,330
	Hourly	37.58	38.69	39.86	41.06	42.29
June 27, 2023	Monthly	6,840	7,041	7,254	7,472	7,696
	Hourly	39.46	40.62	41.85	43.11	44.40
June 27, 2024	Monthly	7,181	7,393	7,616	7,847	8,081
	Hourly	41.43	42.65	43.94	45.27	46.62
January 1, 2025	Monthly	7,540	7,762	7,998	8,239	8,485
	Hourly	43.50	44.78	46.14	47.53	48.95
June 27, 2025	Monthly	7,880	8,112	8,358	8,609	8,866
	Hourly	45.46	46.80	48.22	49.67	51.15

Fire Mechanic

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly:	7,869	8,103	8,344	8,597	8,852
	Hourly:	45.40	46.75	48.14	49.60	51.07
July 1, 2023	Monthly:	8,263	8,509	8,760	9,027	9,296
	Hourly:	47.67	49.09	50.54	52.08	53.63
July 1, 2024	Monthly:	8,675	8,934	9,199	9,478	9,760
	Hourly:	50.05	51.54	53.07	54.68	56.31
July 1, 2025	Monthly:	9,065	9,336	9,613	9,906	10,199
	Hourly:	52.30	53.86	55.46	57.15	58.84

SIDE LETTER OF AGREEMENT BETWEEN THE SONOMA VALLEY FIRE DISTRICT AND THE GENERAL EMPLOYEES

Sonoma Valley Fire District ("District") and the representatives of the Management and Administrative Employees ("Management") have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current Memorandum of Understanding ("MOU") with the term of June 27, 2022 to June 30, 2026. The District and Management have mutually agreed to a reclassification of the Human Resources/Payroll Technician to Human resources Officer. The District and Management therefore amend their current MOU pursuant to their authority to do so expressed in Article 4(3) of the current MOU as follows:

ARTICLE 2 <u>RECOGNITION</u>

The position "Human Resources Officer" has been added to the MOU in place of the former "Human Resources/Payroll Technician" position.

ARTICLE 10 SALARY and APPENDIX "A" SALARY PLAN

Considering the reclassification the Human Resources Officer, the position will receive a 5% salary increase.

Sonoma Valley Fire District:

General Employees

William Norton, President

Maci Bettencourt, General Employee

Date:_____

Date:_____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, APPROVING THE REORGINIZATION AND RECLASSIFICATION OF THE MANAGEMENT AND GENERAL EMPLOYEE AGREEMENTS, AND ACCEPTANCE OF CORRISPONDING SIDE LETTERS OF AGREEMENT BETWEEN SAID EMPLOYEE GROUPS, AND THE SONOMA VALLEY FIRE DISTRICT

WHEREAS, the Board of Directors of the Sonoma Valley Fire District, approved Resolution 2021/2022-15, dated June 14, 2022, therein implementing the salary and benefit schedule of the employees covered by the Management and Administrative Employees Agreement and employees covered by the General Employee Agreement, effective June 27, 2022 through June 30, 2026; and

WHEREAS, representatives of the Management and Administrative Employees, have since met and conferred with the District regarding the reorganization and reclassification of the Management and General Employee Agreements; and

WHEREAS, the attached Side Letters of Agreement outline revisions to Article 2, 7, 8, 9, 12, and Appendix 'A,' of the Management Agreement and revisions to Article 2 and Appendix 'A', beginning January 1, 2025 through June 30, 2026 within the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors approves the reorganization and reclassifications, effective January 1, 2025, and the Side Letters of Agreement to revise Article 2, Article 10, and Appendix 'A' of the Memorandum of Understanding effective January 1, 2025 through June 30, 2026.

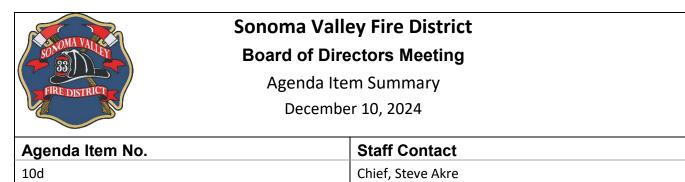
IN REGULAR SESSION, the foregoing resolution was introduced by Director ______, who moved its adoption, seconded by Director ______, and passed by the Board of Directors of the Sonoma Valley Fire Protection District this 10th day of December 2024, on regular roll call vote of the members of said Board:

President Norton Vice President Atkinson Treasurer Johnson Director Brady Director Emery Director Greben	Aye Aye Aye Aye Aye	No No No No No No	Absent Absent Absent Absent Absent Absent
Director Greben Director Leen	Ауе Ауе	NO NO	Absent
Vote:	Aye	No	Absent

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:



Agenda Item Title

Approval of Purchase of Arnold Dr. Properties

Recommended Actions

Approve the Resolution and accompanying COAs

Executive Summary

The board is asked to review and approve the Resolution and Certificates of Acceptance for the two Arnold Dr. properties, 19154 and 19220. The Board had previously provided direction to complete the purchases, but as a condition of the Title Company and underwriter, they have requested a formal Resolution from the Board. The Board President attended the closing signing in addition to the Fire Chief, BC Norrbom and L3593's President.

Alternative Actions

None

Strategic Plan Alignment

	Fiscal S	Summary – FY 24/25		
Expenditures		Funding Source(s)		
Budgeted Amount	\$	District General Fund	\$	
Add. Appropriations Reqd.	\$	Fees/Other	\$	
	\$	Use of Fund Balance	\$	
	\$	Contingencies	\$	
		Grants	\$	
Total Expenditure	\$	Total Sources	\$	
Narrative Explanation	of Fiscal Impac	ts (if required)		
None				
Attachments				
1. Certificate of Accep	tance – Meyer Prope	erty		
2. Certificate of Accep	tance – Lanning Pro	perty		
3. Resolution 2024/20)25-09			

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY BY THE SONOMA VALLEY FIRE DISTRICT (Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the instrument dated November 8th, 2024 from Theodore George Meyer, as trustee of the Margaret D. Meyer revocable trust created December 18th, 2001 to the Sonoma Valley Fire District, is hereby accepted by the Fire Chief pursuant to the authority of the Fire Chief and the authority delegated by the Board of Directors to the undersigned by formal Board Action dated October 10, 2016 pursuant to Government Code Section 54957. The Sonoma Valley Fire District further consents to its recordation.

ACCEPTED ON BEHALF OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT

By:

Stephen Akre, Fire Chief

Dated:

11/25/24

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CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY BY THE SONOMA VALLEY FIRE DISTRICT (Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the instrument dated November 8th, 2024 from Lisa Lanning Raffo, successor trustee of the Dean Lanning and Mary W. Lanning revocable trust dated November 22nd, 1993 to the Sonoma Valley Fire District, is hereby accepted by the Fire Chief pursuant to the authority of the Fire Chief and the authority delegated by the Board of Directors to the undersigned by formal Board Action dated October 10, 2016 pursuant to Government Code Section 54957. The Sonoma Valley Fire District further consents to its recordation.

ACCEPTED ON BEHALF OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT

By: Stephen Akre, Fire Chief

Dated:

11/25/24

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA, APPROVING THE DISTRICT'S PURCHASE OF REAL PROPERTY.

WHEREAS, the Board of Directors of the Sonoma Valley Fire District is authorizing the purchase of two properties located at 19154 and 19220 Arnold Dr, Sonoma, CA at the price of \$1,100,000 and \$1,075,000, including taxes and fees; and

WHEREAS, the Board of Directors intends to finance the total cost of this purchase with funds committed for Buildings and Improvements. The fund balance allocated in June of 2023 was \$4,377,600. The balance after this purchase will be \$2,202,600; and

WHEREAS, the Board of Directors authorizes the Fire Chief and Logistics Battalion Chief to execute this purchase from the real property owners according to the terms and conditions of the real estate purchase agreements and finalized by Fidelity National Title on November 25, 2024 and further confirms the attached Certificates of Acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma Valley Fire District hereby approves the purchase agreements with the Lanning and Meyer Trusts for the purchase of the above listed properties.

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 10th day of December 2024, 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 Greben	Aye	No	Absent
Director Leen	Aye	No	Absent
Vote:	Aye	No	Absent

WHEREUPON, the President declared the foregoing resolution adopted; and

SO ORDERED:

ATTEST:

William Norton, President

Maci Bettencourt, Clerk