

# Sonoma Valley Fire District

Board of Directors Meeting

July 9, 2024





**Sonoma Valley Fire District  
Board of Directors Meeting**

July 9, 2024

**TABLE OF CONTENTS**

Regular Meeting Agenda ..... Page 2

Item 7a - Agenda Summary - Approval of Meeting Minutes..... Page 4

Item 7a - 06.11.24 Regular Meeting Minutes..... Page 5

Item 8a - 07.09.24 Chief’s Report..... Page 10

Item 9a - Agenda Summary - Resolution 2024/2025-02, General Employee Side Letter ..... Page 13

Item 9a - MOU Side Letter Agreement..... Page 14

Item 9a - Revised General Employees MOU..... Page 15

Item 9a - Resolution 2024/2025-02..... Page 29

Item 10a - Agenda Summary - Resolution 2024/2025-01, Concurrent Resolution with KWFD..... Page 30

Item 10a - Resolution 2024/2025-02..... Page 31

###



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

Tuesday, July 9, 2024 at 6:00 P.M.  
Location: Sonoma Valley Fire District Station 1  
630 2<sup>nd</sup> Street W., Sonoma, CA 95476

This meeting is being conducted in person 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. **Pledge of Allegiance**

4. **Confirmation of Agenda**

Opportunity for the Board to reorder agenda items.

5. **Comments from the Public**

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

6. **Presentations**

7. **Consent Calendar**

a) Approval of minutes from the regular meeting held on, June 11, 2024. **Action Item**

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

June Chief's Report

9. **Old Business**

a) Resolution 2024/2025-02 approving side letter agreement between the General Employee Group and the Sonoma Valley Fire District in reorganizing the Fire Mechanic position. **Action Item with roll call vote**

**10. New Business**

- a) Resolution 2024/2025-01, a concurrent resolution between the Board of Directors of the Sonoma Valley Fire District and the Board of Directors of the Kenwood Fire Protection District.

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

**12. Comments from the Floor**

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

**14. Closed Session**

**15. Adjournment**

This meeting will be adjourned to a regular Board meeting on August 13, 2024 at 6:00 p.m. in the Training Room of Sonoma Valley Fire District, Station 1, located at 630 2<sup>nd</sup> 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 <http://sonomavalleyfire.org>.*



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 July 9, 2024

<b>Agenda Item No.</b>	<b>Staff Contact</b>		
7a	Maci Bettencourt, Clerk of the Board		
<b>Agenda Item Title</b>			
Approval of the regular meeting minutes held on June 11, 2024.			
<b>Recommended Actions</b>			
Approve the minutes			
<b>Executive Summary</b>			
The minutes have been prepared for Board review and approval.			
<b>Alternative Actions</b>			
Correct or amend minutes prior to approval			
<b>Strategic Plan Alignment</b>			
<b>Fiscal Summary – FY 24/25</b>			
<b>Expenditures</b>			
Budgeted Amount	\$	<b>Funding Source(s)</b>	\$
Add. Appropriations Req'd.	\$	District General Fund	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
Not Required			
<b>Attachments</b>			
1. Minutes for June 11, 2024 regular meeting			

# SONOMA VALLEY FIRE DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES Tuesday, June 11, 2024

**Meeting was held in person at Station 1, 630 2<sup>nd</sup> 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, Director Nick Greben, and Director Terrence Leen.

**3. Pledge of Allegiance**

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

**4. Confirmation of Agenda**

Chief Akre requested that new business items come before all other items. President Norton approved.

**5. Comments from the Public**

Public and staff present/virtual: BC Sean Lacy, BC Bob Norrbom, Captain Dustin Garcia, Captain Gary Johnson, Jennifer Jason, Jason Campbell, and Silvia Chloe with Mayacamas 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 May 14, 2024. **M/S/P Johnson/Greben - 6 ayes/1 abstention**

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

Monthly Chief's Report attached.

**9. Old Business**

None

**10. New Business**

*President Norton opened a public hearing at 6:09pm to hear public comments prior to taking action on items 10a, 10b, and 10c. Hearing no public comments from the floor or via teleconference, President Norton closed the hearing at 6:20pm*

- a) Director Johnson motioned to approve Resolution 2023/2024-07, adopting the SVFD's preliminary budgets. **M/S/P Johnson/Atkinson – All in Favor**
- b) Director Emery motioned to adopt Resolution 2023/2024-08, setting the District's Proposition 4 Limit for fiscal year 2024/2025. **M/S/P Emery/Johnson – All in Favor**
- c) Director Leen motioned to approve Resolution 2023/2024-09, adopting the District's fiscal year 2024/2025 special tax be set at 100% +inflation for each parcel of real property in the District. **M/S/P Leen/Brady – All in Favor**

**Close of Public Hearing**

- d) Director Johnson motioned to approve Resolution 2023/2024-10 accepting the side letter agreement between the Sonoma Valley Professional Firefighters', IAFF Local 3593 and the Sonoma Valley Fire District in reclassification of the Fire Mechanic position to Shop Supervisor. **M/S/P Johnson/Emery – All in Favor**
- e) Director Greben motioned to approve the purchase of a new utility truck that will be used by the Fire Prevention Bureau. **M/S/P Greben/Johnson – All in Favor**

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

- a) Chief Akre presented the Board with a concurrent draft resolution, Res. # 2024/2025-01, between the Kenwood Fire Protection District and the Sonoma Valley Fire District. The final version will be presented at both District's monthly meeting in July.

**12. Comments from the Floor**

Chief Akre notified the Board of two upcoming events; SCFDA dinner on July 25<sup>th</sup> and an upcoming CRTS program.

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

None

**14. Closed Session**

None

**15. Adjournment**

**M/S Leen/Brady – 5 ayes/2 excused**

Meeting was adjourned at 7:23pm to a regular Board meeting on July 9 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: <http://sonomavalleyfire.org> under the Governance tab.*

Respectfully submitted,

Maci Bettencourt  
Clerk of the Board

DATE: 6/11/2024  
TO: Sonoma Valley and Kenwood Board of Directors  
FROM: Chief Akre  
SUBJECT: Monthly Activity Report – May 2024

---

---

A. ADMINISTRATIVE:

1. SDC: We made contact with DGS and was informed that they do not have the funding to continue the contract for Fire Services beyond 6/30/24. Sen. Dodd's office has been very responsive. We have received a verbal notification that we will receive funding for one more year, but have not received anything in writing yet. Staff is prepared either way to move forward with the two positions.
2. KWD: Staffing service continues to go very well. We are planning another joint Consolidation subcommittee meeting within the next week. Both Boards are being presented with Draft Concurrent resolutions at the June Board meetings, with considerations of approval anticipated at the July meetings. KWD Board approved the of hiring 3 FF positions which would allow for 3-0 staffing for the height of our fire season. We are moving forward with hiring the 3 FFs and will bring a contract amendment to both Boards in July.
3. The Labor/Mgt Group met on 5/16.
4. REDCOM Update: Holding monthly REDCOM Board Meetings. AMR submitted notice to terminate the contract for services in 120 days.
5. The Fire Service Working Group continues to meet to work on Measure H. This has now transitioned to implementation mode. The FSWG has been sending out regular updates to the SCFCA and SCFDA members. We continue to monitor the CBRT initiative.
6. Chief Heine and I attended a meeting with the Fire Ad-Hoc and CAO's staff to discuss outstanding Fire Service needs, issues and Measure H.
7. Chief Heine and I met with Director Tina Rivera and Dr Kaplan (DHS) to check in and discuss EMS related issues. This has been a very positive and productive relationship.
8. We held our monthly Command Staff meeting.
9. The EMS subcommittee continues to be actively working on supporting service provision for EOA-1 during the transition period, on the tiered response implementation, and expanded scope EMT.
10. I attended the monthly Cal Chiefs E-Board meetings. I am also on the Cal Chiefs Legislative Task Force subcommittee that includes representatives from our Policy Advocates, CPF, FDAC, and CDSA. We meet monthly.



11. BC Lacy, BC Cyr, Captain Campbell, Captain Johnson, CQI Coordinator Pierson, and I all attended the CFED Annual Conference in May.
12. FRMS update. Next meeting will be on 6/10.
13. BC Lacy and I attended the monthly SCFCA Meetings. This month will be at the SCY Airbase Fire Station.
14. BC Norrbom, and staff took a field trip to Novato to look at their Smeal Type 1 Engine as well as their relatively new Fire Station.

B. INCIDENTS:

1. Veg Fire on Grove
2. Strike Team response to Napa, Crystal Fire

C. BUDGET/FINANCE:

1. We are in the middle of Budget preparation season. I have submitted the City Budget contract amount, special one-time funding requests, and a Measure H expenditure draft.

D. PERSONNEL:

1. 2 of our internal FF candidates have completed the pre-employment process. We have extended two conditional offers to 2 additional candidates and they are in the pre-employment process. We anticipate starting another new hire academy in late June/early July. Our continuous and open recruitment process seems to be working very well.
2. We have extended an offer and it has been accepted for a new Fire Mechanic. He is local and is now in the pre-employment process.

E. TRAINING:

1. 5 volunteer members going to Firefighter 1, 2 are being sponsored by SON
2. Target hazard familiarization program training is newly implemented. Sebastiani Theater.
3. All members working on wildland taskbooks, hoping to be finished by end of May
4. 4-week new hire academy getting built on paper this month, anticipated to start in July
5. EMS Training with SVH Staff on blood products
6. Lake Sonoma Burn class, 2 in class and BC Lacy instructing
7. FF Galen Butts completed Acting Engineer TB
8. Countywide Overhead refresher for wildland season was conducted. BC Andreis put this together once again. Excellent training.
9. Battalion Drills have been attended by both Cal Fire and SCH

F. EQUIPMENT:

1. Apparatus spec committee is currently working on developing specs for a "Rural" Type 1 engine. We need to have this sized engine to be able to best serve District 5 and 3.
2. City approved the purchase of a new ambulance. The City, and Sister Cities are also in the process of donating a surplus ambulance to Ukraine.

G. BUILDINGS & LAND:

1. The two properties on Arnold Dr are in escrow! Dealing with wetlands issues and are working on an extension of the escrow period.
2. Station 2's upstairs remodel in anticipation of accommodating M302's crew is nearly completed.

H. PREVENTION & COMMUNITY OUTREACH:

1. See attached report

I. ASSOCIATION:

1. We are gearing up for the 4<sup>th</sup> of July.

DATE: 7/9/2024  
TO: Sonoma Valley and Kenwood Board of Directors  
FROM: Chief Akre  
SUBJECT: Monthly Activity Report – June 2024

---

A. ADMINISTRATIVE:

1. SDC: We have been informed that we will be extended for one more (and final) year through 7/1/2025. We do not have a contract in hand yet and are still working with Command Staff and labor on how we will staff Station 10 for this next year. We will continue to staff as we currently do until we have the contract and an updated and agreed upon plan for staffing in place.
2. KWD: Staffing service continues to go very well. We are continuing to move forward with the process of exploring consolidation with both Boards and held another joint Consolidation subcommittee meeting this week. Both Boards are being presented with Concurrent resolutions at the July Board meetings, with consideration for approval. We are in the process of moving KWD employees, both career and volunteer, to Sonoma Valley effective July 8th. Chief Bellach has retired effective 6/30, was also his last shift. We congratulate and thank Daren for his 36 years of service to the KWD Community and to the Valley! We are excited that he will become a SON Volunteer and continue to serve.
3. REDCOM Update: AMR issued a 120-day termination notice to the REDCOM JPA with an effective termination date of 10/8. REDCOM Board is 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 Board heard a report and recommendation from the Board's Ad-Hoc committees to have the JPA become the employing agency. The Board voted 7-0 to approve going in that direction. This will ensure the independence of the JPA and the equality of all member agencies. Our next special meeting will be on 7/11 at 2 pm, and we will meet every two weeks thereafter. Big thank you's to BCs Andreis and Lacy for their ongoing efforts with REDCOM, both on a daily basis and as we move into a transition.
4. Measure H update: The State Supreme Court ruled that the CBRT initiative will not be on the Nov 24 ballot! This eliminates that last remaining threat and uncertainty about Measure H funds. We continue to move forward with all of our implementation plans.
5. We held our monthly Command Staff meeting.

6. I attended the monthly Cal Chiefs E-Board, Northern Area Directors and Leg Task Force meetings. We are deeply involved in a current fight with the CA Board of Pharmacy regarding the continued use of glutathione, which is the primary compound used in our cancer prevention detox program that 10 of our members have now completed with incredible results. We are committed to continue participation for our members into the future and are working hard to also explore other funding opportunities such as workers comp (FRMS), and advocating through Cal Chiefs and CPF.
7. FRMS update. We held our regular Board meeting on 6/10 in Sacramento.
8. BC Lacy and I attended the monthly SCFCA Meetings. This month will be at the Rancho Adobe Fire Station Cotati.

B. INCIDENTS:

1. Fire Season: Thank you to all who responded and backfilled for the Point and Sites Fire Deployments! We had a great response to the Point and it continued to the Sites. Obviously, we are in an early and strong start to the Fire Season. We continue to maintain our commitment to helping other communities and to our members safety!

C. BUDGET/FINANCE:

1. The City approved our contract and an additional replacement ambulance and EMS equipment at the June 19<sup>th</sup> Council meeting.
2. We are working on the Special Tax preparation for the 24/25 tax year.

D. PERSONNEL:

1. Our new hire Academy will Start July 8th. We are excited to have 6 people in the Academy: Hunter D., Sofia, Molly, Trevor P., Steve S., and Mike H. This equals the biggest Academy that we have had in our history. The previous one with 6 was when we hired the 6 apprentices back in 2017. The ability to staff 302 and 3386 at 3-0 will make a tremendous difference in our level of service and all of Your Safety! Thank you to TO Loftus and all those who are committed to instruct and help with this Academy.
2. Ezekiel, our new Fire Mechanic, has completed all of the pre-employment process and we are extremely excited to have him start on 7/22!

E. TRAINING:

1. Companies will be participating in a Regional Trench Rescue drill in Petaluma in late July.
2. Volunteer drills are being split into two locations for better logistics and localized training.

F. EQUIPMENT:

1. Apparatus spec committee is currently working on developing specs for a "Rural" Type 1 engine. We need to have this sized engine to be able to best serve District 5 and 3.
2. City approved the purchase of a new ambulance. The Sister Cities have taken the donated ambulance and it is in the process of being transported to Ukraine.

G. BUILDINGS & LAND:

1. The New Station 2 project: we are in the final weeks of escrow on the two properties on Arnold. BC Norrbom is doing an amazing job in leading the process to finalize these transactions, coordinating numerous evaluations and reports, and get us ready to submit an application for annexation into the Sanitation district for sewer connections. This will be a LAFCO process, which we are very familiar with.
2. Station 2's upstairs remodel in anticipation of accommodating M302's crew is nearly completed. We are working on the last construction step, which is replacement windows and then finalizing the permit process.

H. PREVENTION & COMMUNITY OUTREACH:

1. See separate report

I. ASSOCIATION:

1. We have been gearing up for the 4<sup>th</sup> of July Celebration. It has been remarkable to see ALL of the help and support from throughout the Department! From Explorers, to new volunteers, career, retirees, and Board members. Thank You!!!
2. A huge "Thank You" to all of our leads for the 4<sup>th</sup> of July: Norrbom, Boldt, Keechler, Campbell/Lely, McCracken, Anna Norrbom, Maxwell and to everyone and their family members who have signed up to help out! This is truly an "All Hands" event



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 July 9, 2024

<b>Agenda Item No.</b>	<b>Staff Contact</b>
9a	Steve Akre, Fire Chief

**Agenda Item Title**  
 Approve Side Letter of Agreement between the Sonoma Valley Fire District and General Employee Group with the reorganization of the Maintenance Division.

**Recommended Actions**  
 Approve Side Letter of Agreement

**Executive Summary**  
 The Board has previously approved the addition of a Shop Supervisor position. With the approval of this new position it is necessary to reorganize and reclassify the current Fire Mechanic position to the General Employees MOU, as it is not a Safety Position.

**Alternative Actions**  
 Deny or suggest modifications prior to approval

**Strategic Plan Alignment**  
 This reorganization is in alignment with Goal 1, Obj. 1B; Goal 2, Obj. 2C; Goal 4, Obj. 4B

<b>Fiscal Summary – FY 24/25</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

- Attachments**
1. MOU Side Letter
  2. Revised MOU General Employees
  3. Resolution 2024/2025-02

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

Sonoma Valley Fire District (“District”) and the General Employees 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 the General Employees have mutually agreed to place the position of Fire Mechanic in this MOU as a represented position. The District and the General Employees therefore amend their current MOU pursuant to their authority to do so expressed in Article 4 of the current MOU as follows:

**ARTICLE 2 RECOGNITION**

The position of “Fire Mechanic” is added to the MOU. This is concurrent with the new “Shop Supervisor” position within the Sonoma Valley Professional Firefighters Association, IAFF Local 3593 MOU being approved.

**ARTICLE 10 SALARY and APPENDIX “A” SALARY PLAN**

Considering the Fire Mechanic position is being moved from the Sonoma Valley Professional Firefighters Association, IAFF Local 3593 MOU, the salary will remain the same as previously approved by the Sonoma Valley Fire District Board of Directors.

Sonoma Valley Fire District

Fire Chief

\_\_\_\_\_  
Matt Atkinson, President

\_\_\_\_\_  
Steve Akre, 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**



## TABLE OF CONTENTS

COVER PAGE	Page 1
TABLE OF CONTENTS	Page 2
DEFINITIONS	Page 3
PREAMBLE	ARTICLE 1, Page 4
RECOGNITION	ARTICLE 2, Page 4
SEVERENCE	ARTICLE 3, Page 4
RENEWAL RIGHTS	ARTICLE 4, Page 4
MANAGEMENT RIGHTS	ARTICLE 5, Page 4
HOURS OF WORK	ARTICLE 6, Page 5
OVERTIME	ARTICLE 7, Page 5
SALARY	ARTICLE 8, Page 5 and APPENDIX "A", Page 14
HOLIDAYS	ARTICLE 9, Page 6
LONGEVITY PAY PLAN	ARTICLE 10, Page 7
RETIREMENT PLAN	ARTICLE 11, Page 7
SICK LEAVE	ARTICLE 12, Page 8
FUNERAL LEAVE	ARTICLE 13, Page 9
VACATION	ARTICLE 14, Page 9
MILITARY LEAVE	ARTICLE 15, Page 10
JURY DUTY	ARTICLE 16, Page 10
HEALTH, DENTAL, VISION, EAP INSURANCE	ARTICLE 17, Page 10
LIFE INSURANCE	ARTICLE 18, Page 11
LONG TERM DISABILITY INSURANCE	ARTICLE 19, Page 11
PROBATION	ARTICLE 20, Page 12
USE OF PRIVATE VEHICLES	ARTICLE 21, Page 12
LAYOFF AND REHIRE	ARTICLE 22, Page 12
POLICIES SUBJECT TO CHANGE	ARTICLE 23, Page 12
TERM	ARTICLE 24, Page 13
EXISTING BENEFITS CONTINUED	ARTICLE 25, Page 13
SIGNATURE PAGE	Page 13
APPENDIX 'A'	Page 14

## DEFINITIONS

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

## GENERAL PROVISIONS

### ARTICLE 1 PREAMBLE

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

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

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

### ARTICLE 2 RECOGNITION

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

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

### ARTICLE 3 SEVERENCE

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

### ARTICLE 4 RENEWAL PROVISION

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

### ARTICLE 5 MANAGEMENT RIGHTS

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

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

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

**ARTICLE 6     HOURS OF WORK**

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

**ARTICLE 7     OVERTIME**

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

**PAY PROVISIONS**

**ARTICLE 8     SALARY**

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

- (a) Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080
- (b) Hourly rates for Part-time employees shall be calculated based off the 40-hour employees calculation stated above however, their monthly and annual salary would be prorated to match whatever their schedule is determined to be by the Chief.
- (c) Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 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 1<sup>st</sup>
- Martin Luther Kings' Birthday - third Monday of January
- Lincoln's' Birthday - (floating holiday)
- President's' Day - third Monday of February
- Memorial Day - last Monday of May
- Juneteenth- June 19<sup>th</sup>
- Independence Day - July 4<sup>th</sup>
- Labor Day - first Monday of September
- California Admission Day - (floating holiday)
- Columbus Day - second Monday of October
- Veterans Day - November 11<sup>th</sup>
- Thanksgiving Day - fourth Thursday of November
- Employees' Birthday - day after Thanksgiving Day
- Christmas Eve - the afternoon of December 24<sup>th</sup>
- Christmas Day - December 25<sup>th</sup>

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

The afternoon of December 24<sup>th</sup> – Christmas Eve

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

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

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

**ARTICLE 10 LONGEVITY PAY PLAN**

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

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

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

**ARTICLE 11 RETIREMENT PLAN**

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

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

**ARTICLE 12 SICK LEAVE**

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

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

**ARTICLE 13 FUNERAL LEAVE**

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

**ARTICLE 14 VACATION**

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

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

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



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

**ARTICLE 15 MILITARY LEAVE**

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

**ARTICLE 16 JURY LEAVE**

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

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

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

5. Effective June 28, 2021, the District agrees to provide full-time employees covered by this Agreement with \$1,200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to a 457 deferred compensation plan to offset the costs of health, dental, and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired on or after January 1, 2006** are not eligible for District-paid health, dental or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.
7. The District maintains the right to change health plan providers as circumstances warrant.
8. Health Insurance Opt Out
  - (a) Proof of Existing Alternative Equivalent Coverage
 

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

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

#### **ARTICLE 18 LIFE INSURANCE**

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

#### **ARTICLE 19 LONG-TERM DISABILITY INSURANCE**

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

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

**ARTICLE 20 PROBATION**

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

**ARTICLE 21 USE OF PRIVATE VEHICLES**

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

**ARTICLE 22 LAYOFF AND REHIRE**

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

**ARTICLE 23 POLICIES SUBJECT TO CHANGE**

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

**ARTICLE 24 TERM**

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

**ARTICLE 25 EXISTING BENEFITS CONTINUED**

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

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

General Employees

Sonoma Valley Fire District

By \_\_\_\_\_  
Maci Bettencourt                      Date

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

**APPENDIX 'A'**

**GENERAL EMPLOYEES  
SALARY PLAN**

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

**Administrative Clerk**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	4,839	4,982	5,131	5,287	5,443
	Hourly	27.92	28.74	29.60	30.50	31.40
<i>June 27, 2023</i>	Monthly	5,082	5,231	5,387	5,552	5,715
	Hourly	29.32	30.18	31.08	32.03	32.97
<i>June 27, 2024</i>	Monthly	5,337	5,493	5,656	5,829	6,001
	Hourly	30.79	31.69	32.63	33.63	34.62
<i>June 27, 2025</i>	Monthly	5,444	5,602	5,769	5,945	6,120
	Hourly	31.41	32.32	33.28	34.30	35.31

**Administrative Assistant**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	5,666	5,833	6,008	6,188	6,375
	Hourly	32.69	33.65	34.66	35.70	36.78
<i>June 27, 2023</i>	Monthly	5,949	6,124	6,308	6,498	6,694
	Hourly	34.32	35.33	36.39	37.49	38.62
<i>June 27, 2024</i>	Monthly	6,247	6,431	6,623	6,822	7,029
	Hourly	36.04	37.10	38.21	39.36	40.55
<i>June 27, 2025</i>	Monthly	6,372	6,559	6,755	6,959	7,169
	Hourly	36.76	37.84	38.97	40.15	41.36

**Human Resources/Payroll Technician**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly	6,514	6,706	6,909	7,117	7,330
	Hourly	37.58	38.69	39.86	41.06	42.29
<i>June 27, 2023</i>	Monthly	6,840	7,041	7,254	7,472	7,696
	Hourly	39.46	40.62	41.85	43.11	44.40
<i>June 27, 2024</i>	Monthly	7,181	7,393	7,616	7,847	8,081
	Hourly	41.43	42.65	43.94	45.27	46.62
<i>June 27, 2025</i>	Monthly	7,325	7,540	7,769	8,005	8,242
	Hourly	42.26	43.50	44.82	46.18	47.55

**Fire Mechanic**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>June 27, 2022</i>	Monthly:	7,869	8,103	8,344	8,597	8,852
	Hourly:	45.40	46.75	48.14	49.60	51.07
<i>July 1, 2023</i>	Monthly:	8,263	8,509	8,760	9,027	9,296
	Hourly:	47.67	49.09	50.54	52.08	53.63
<i>July 1, 2024</i>	Monthly:	8,675	8,934	9,199	9,478	9,760
	Hourly:	50.05	51.54	53.07	54.68	56.31
<i>July 1, 2025</i>	Monthly:	8,849	9,112	9,383	9,669	9,956
	Hourly:	51.05	52.57	54.13	55.78	57.44

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, APPROVING THE SIDE LETTER OF AGREEMENT BETWEEN THE GENERAL EMPLOYEES, AND THE SONOMA VALLEY FIRE DISTRICT, ADDING THE FIRE MECHANIC TO THE GENERAL EMPLOYEES MOU.**

---

**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 General Employees covered by the Memorandum of Understanding effective June 27, 2022 through June 30, 2026; and

**WHEREAS**, the Fire Chief has since met and conferred with the District regarding the reorganization of the Fire Mechanic position; and

**WHEREAS**, the attached Side Letter of Agreement outlines revisions to Article 2, Article 10, and Appendix 'A,' beginning June 24, 2024 through June 30, 2026 within the Memorandum of Understanding to include the position of Fire Mechanic.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors approves the reorganization of the Fire Mechanic and the Side Letter of Agreement to revise Article 2, Article 10, and Appendix 'A' of the Memorandum of Understanding effective June 24, 2024 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 9th day of July 2024, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director 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:**

\_\_\_\_\_  
Matt Atkinson, President

\_\_\_\_\_  
Maci Bettencourt, Clerk



**Sonoma Valley Fire District**  
**Board of Directors Meeting**  
 Agenda Item Summary  
 July 9, 2024

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

**Agenda Item Title**

Resolution 2024/2025-01: Concurrent resolution of the Board of Directors of the Sonoma Valley Fire District and the Board of Directors of the Kenwood Fire Protection District constituting the Districts' resolution of application to Sonoma County LAFCO for the reorganization of the Sonoma Valley Fire District.

**Recommended Actions**

Approval of Concurrent Resolution

**Executive Summary**

The Sonoma Valley Fire District and the Kenwood Fire Protection District have agreed to initiate proceedings with Sonoma LAFCO by adoption of this concurrent resolution for reorganization consisting of the dissolution of the Kenwood FPD and annexation of the territory in the dissolved District to the Sonoma Valley Fire District resulting in a reorganized fire protection district. Adoption of this concurrent resolution was specified in the current long-term contract for services executed October 1, 2023.

The Reorganized District is intended to achieve greater economy and efficiency in providing fire protection and emergency services. The Districts have determined that the proposed reorganization is in the best interest of the Districts in order to protect better services to the residents of the reorganized district.

The effective date of the Proposed Reorganization shall be the date of recordation of the certificate of completion of reorganization.

**Alternative Actions**

Deny or suggest modifications to resolution

**Strategic Plan Alignment**

This reorganization is in alignment with Goal 5: Explore Regional Consolidation opportunities for Fire, EMS and Dispatch to deliver improved services to the constituents of the Sonoma Valley.

**Fiscal Summary – FY 24/25**

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

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

**Attachments**

1. Resolution 2024/2025-01

**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.



- 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.
- h. 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.
2. 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.

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 is 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 \_\_\_\_\_, 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	Aye_____	No_____	Absent_____
Vice President Uboldi	Aye_____	No_____	Absent_____
Director Atkin	Aye_____	No_____	Absent_____
Director Cooper	Aye_____	No_____	Absent_____
Director Moretti	Aye_____	No_____	Absent_____
 Vote:	 Aye_____	 No_____	 Absent_____

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

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
Daymon Doss, President

\_\_\_\_\_  
Tony Ghilsa, Clerk

**SONOMA VALLEY FIRE DISTRICT:**

**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 9th day of July 2024, on regular roll call vote of the members of said Board:

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

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

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
Matt Atkinson, Vice President

\_\_\_\_\_  
Maci Bettencourt, Clerk