



Ross Valley Fire Department

777 San Anselmo Avenue, San Anselmo, CA 94960

AGENDAS & STAFF REPORTS ONLINE: <https://rossvalleyfire.org/about/board/board-meetings>
Email: sstettler@rossvalleyfire.org

**ROSS VALLEY FIRE DEPARTMENT
BOARD OF DIRECTORS AGENDA
Wednesday, June 12, 2024**

**San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo,
CA 94960, and via Zoom.**

<https://us06web.zoom.us/j/89555665446>

Or Telephone: +1 669 900 6833 | Webinar ID: 895 5566 5446

For callers *9 to raise your hand *6 to mute/unmute

Remote Access to Meeting Information: RVFD Board of Directors offers remote access to meetings via Zoom or through other internet or electronic access. Participation in the meeting via Zoom or other electronic access is provided as a courtesy to the public where no members of the Fire Board are attending the meeting via teleconference as defined in Government Code section 54953. When no members of the Fire Board are attending the meeting via teleconference if a technical error or outage occurs on the Zoom or electronic feed, the Fire Board may continue the meeting without waiting for Zoom or electronic access to return. Meetings are held in public at the San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo, CA 94960 unless otherwise noted in a specific agenda.

6:30 pm RVFD Board Meeting

1. **Call to order – 6:30 pm.**
2. Chief Report – Verbal update by Interim Fire Chief Mahoney
3. Consent Agenda: Items on the consent agenda may be removed and discussed separately. Discussion may take place at the end of the agenda. Otherwise, all items may be approved with one action.

- a) Acknowledge check register issued during May

[Item 3a – Check Register](#)

- b) Receive call report and out of jurisdiction report for May

[Item 3b – Call & Out of Jurisdiction Reports](#)

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- c) Receive current budget report

[Item 3c – Budget Report](#)

- d) Approve Minutes of the May 08, 2024, Board meeting

[Item 3d – Minutes May 08, 2024](#)

- e) Authorize the Executive Officer to Execute the Amended and Restated Agreement for Legal Services with Richards, Watson, Gershon (RWG) - Interim Fire Chief Mahoney

[Item 3e – Staff Report](#)

[Item 3e – Attachment #1 - Agreement for Legal Services with RWG](#)

- f) Authorize the Executive Officer to Execute a 3-Month Extension Lease Agreement with the Ross Valley Paramedic Authority - Interim Fire Chief Mahoney

[Item 3f – Staff Report](#)

[Item 3f – Attachment #1 – Current Lease Agreement](#)

[Item 3f – Attachment #2 – First Amendment to Lease Agreement](#)

- g) Approve Resolution 24-05 Adopting Budget for FY2024-25 - Finance Director Jeff Zuba & Interim Fire Chief Mahoney

[Item 3g – Staff Report](#)

[Item 3g – Attachment #1 – FY2024-25 Budget](#)

[Item 3g – Attachment #2 – Resolution 24-05](#)

- h) Approve Firefighter Paramedic Side Letter with the International Association Of Fire Fighters Local 1775 and the Ross Valley Fire Department - Interim Fire Chief Mahoney

[Item 3h – Staff Report](#)

[Item 3h – Attachment #1 – Staff Report October 2023](#)

[Item 3h – Attachment #2 – Side Letter with the International Association Of Fire Fighters Local 1775 and the Ross Valley Fire Department](#)

[Item 3h – Attachment #3 – Firefighter Paramedic Job Description](#)

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- i) Adopted Resolution 24-06, Appointing a Representative and Alternate to the Marin Emergency Radio Authority Board of Directors - Interim Fire Chief Mahoney

[Item 3i – Staff Report](#)

[Item 3i – Attachment #1 – Resolution 18-04](#)

[Item 3i – Attachment #2 – Resolution 24-06](#)

4. Receive Report and Consider the Creation of a New 40-Hour-Per-Week Battalion Chief Position with a Funding Start Date of July 1, 2024 and a Command Vehicle Purchase Funded through Undesignated Reserves – Interim Fire Chief Mahoney

[Item 4 – Staff Report](#)

[Item 4 – Attachment #1 – Staff Report January 2024](#)

[Item 4 – Attachment #2 – Staff Report February 2024](#)

[Item 4 – Attachment #3 – Ross Valley Chief Officers Association Side Letter](#)

[Item 4 – Attachment #4 – Battalion Chief Job Description](#)

5. Receive Report and Consider Approval of the Fire Chief Employment Agreement with Daniel Mahoney and a Command Vehicle Purchase Funded through Undesignated Reserves – Executive Officer Dave Donery

[Item 5 – Staff Report](#)

[Item 5 – Attachment #1 – Staff Report January 2024](#)

[Item 5 – Attachment #2 – Staff Report February 2024](#)

[Item 5 – Attachment #3 – Fire Chief Contract](#)

6. Announce Adjournment to Closed Session:

Convene in Closed Session:

Conference with legal counsel – anticipated litigation pursuant to Government Code section 54956.9(d)(2)

7. Announce Action in Closed Session, if any.

8. Board requests for future agenda items, questions, and comments to staff, staff miscellaneous items.

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9. Open time for public expression. The public is welcome to address the Board at this time on matters, not on the agenda. However, please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to take action on any matter not on the agenda unless it determines that an emergency exists or that the need to take action arose following the posting of the agenda.

10. Adjourn

The next meeting is scheduled for Wednesday, July 10, 2024, in person at the San Anselmo Town Council Chambers at 525 San Anselmo Ave. San Anselmo, CA 94960, and via zoom.

s/Samantha Stettler, Administrative Assistant

This agenda was posted in accordance with #54954.2 and #54954.3 of the Government Code. Any writings or documents provided to a majority of the Board regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at the public counter at the Fire Station located at 777 San Anselmo Ave., San Anselmo. AMERICAN SIGN LANGUAGE INTERPRETERS AND ASSISTIVE LISTENING DEVICES MAY BE REQUESTED BY CALLING (415) 258-4686 AT LEAST 72 HOURS IN ADVANCE. COPIES OF DOCUMENTS ARE AVAILABLE IN ACCESSIBLE FORMATS UPON REQUEST.

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Ross Valley Fire, CA

Check Report

By Check Number

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01209	Air Exchange Inc	05/02/2024	Regular	0.00	371.25	23708
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>91612039</u>	Invoice	04/26/2024	04.26.2024 - CLEAN AIR SERVICES	0.00	371.25	
	<u>01.14.61500.21</u>		BUILDING MAINTENANCE		371.25	
01326	AMAZON.COM SERVICES LLC	05/02/2024	Regular	0.00	304.79	23709
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1LXD-K67M-17K1</u>	Invoice	04/29/2024	04.29.2024 - GARAGE STORAGE RACK	0.00	304.79	
	<u>01.14.62501.00</u>		FURNISHINGS		304.79	
01292	Avenza System Inc.	05/02/2024	Regular	0.00	1,899.81	23710
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>28369</u>	Invoice	03/04/2024	03.04.2024 - AVENZA MAPS PRO SUBSCRI	0.00	1,899.81	
	<u>01.05.61121.00</u>		COMPUTER SOFTWARE/S		1,899.81	
01487	Brady Industries NorCal	05/02/2024	Regular	0.00	862.92	23711
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>8817682</u>	Invoice	04/24/2024	04.24.2024 - TOWELS/DISINFECTANT/DET	0.00	456.11	
	<u>01.14.62206.00</u>		JANITORIAL MAINTENAN		456.11	
<u>8823624</u>	Invoice	04/26/2024	04.26.2024 - HANDWASH SOAP	0.00	406.81	
	<u>01.14.62206.00</u>		JANITORIAL MAINTENAN		406.81	
01016	Diego Truck Repair Inc	05/02/2024	Regular	0.00	4,236.77	23712
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>68783</u>	Invoice	04/16/2024	04.16.2024 - 2010 PIERCE ALL STEER - AIR	0.00	2,585.57	
	<u>01.25.61600.00</u>		FLEET MAINTENANCE/RE		2,585.57	
<u>68801</u>	Invoice	04/19/2024	04.19.2024 - 2020 PIERCE ENFORCER - 90	0.00	1,651.20	
	<u>01.25.61600.00</u>		FLEET MAINTENANCE/RE		1,651.20	
01050	Golden State Emergency Veh Svc	05/02/2024	Regular	0.00	61.78	23713
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CI043509</u>	Invoice	02/13/2024	02.13.2024 - TAGO DRIVER REAR DISC	0.00	25.27	
	<u>01.25.62989.00</u>		FLEET PARTS		25.27	
<u>CI043510</u>	Invoice	02/13/2024	02.13.2024 - DRAIN VALVE LIGHT BLUE	0.00	6.66	
	<u>01.25.62989.00</u>		FLEET PARTS		6.66	
<u>CI043830</u>	Invoice	03/06/2024	03.06.2024 - DOOR HARDWARE	0.00	29.85	
	<u>01.25.62989.00</u>		FLEET PARTS		29.85	
01295	Grier Argall Plumbing Inc	05/02/2024	Regular	0.00	568.75	23714
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17548</u>	Invoice	05/02/2024	05.02.2024 - STN 19 - HEAT PUMP REPAIR	0.00	568.75	
	<u>01.14.61500.19</u>		BUILDING MAINTENANCE		568.75	
01028	L. N. Curtis and Sons	05/02/2024	Regular	0.00	442.46	23715

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV813000	Invoice	04/15/2024	04.15.2024 - TIGER TOOTH BLADE EQUIPMENT	0.00	442.46	
	<u>01.10.63131.00</u>		04.15.2024 - TIGER TOOTH BLA		442.46	
01020	PG&E	05/02/2024	Regular	0.00	2,444.49	23716
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
758-04242024	Invoice	04/24/2024	04.24.2024 - GAS/ELECTRIC - 03.05.24-04. GAS AND ELECTRIC	0.00	2,444.49	
	<u>01.14.61702.00</u>		04.24.2024 - GAS/ELECTRIC - 03		2,444.49	
01073	U.S. Bank (CalCARD)	05/06/2024	Regular	0.00	12,807.53	23717
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006895	Invoice	04/22/2024	03.22.2024 - MAHONEY - ZOOM	0.00	79.00	
	<u>01.05.61105.00</u>		OTHER CONTRACT SERVI		79.00	
INV0006896	Invoice	04/22/2024	03.27.2024 - MAHONEY - MAILCHIMP	0.00	26.50	
	<u>01.15.61903.00</u>		MWPA Local Projects		26.50	
INV0006897	Invoice	04/22/2024	03.27.2024 - MAHONEY - MAILCHIMP	0.00	76.50	
	<u>01.05.61129.00</u>		HIRING EXPENSES		76.50	
INV0006898	Invoice	04/22/2024	04.12.2024 - MAHONEY - MI PUEBLO/FDA	0.00	216.65	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		511.65	
	<u>01.10.61000.00</u>		TRAINING AND EDUCATIO		-295.00	
INV0006899	Invoice	04/22/2024	04.12.2024 - MAHONEY - QUICK & EASY	0.00	2.00	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		2.00	
INV0006900	Invoice	04/22/2024	04.12.2024 - MAHONEY - GRAMMARLY	0.00	144.00	
	<u>01.14.63044.00</u>		TECHNOLOGY PURCHASE		144.00	
INV0006901	Invoice	04/22/2024	04.15.2024 - MAHONEY - RINO FAIRFAX G	0.00	75.00	
	<u>01.25.62988.00</u>		FUEL		75.00	
INV0006902	Invoice	04/22/2024	04.18.2024 - MAHONEY - THE GIRL AND T	0.00	395.21	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		395.21	
INV0006903	Invoice	04/22/2024	03.25.2024 - BASTIANON - PEET'S	0.00	22.38	
	<u>01.15.61131.00</u>		FIRE PREVENTION		22.38	
INV0006904	Invoice	04/22/2024	04.05.2024 - BASTIANON - CA CONF OF A	0.00	100.00	
	<u>01.15.61131.00</u>		FIRE PREVENTION		100.00	
INV0006905	Invoice	04/22/2024	04.12.2024 - BASTIANON - POLLARD WAT	0.00	81.39	
	<u>01.10.63140.00</u>		HYDRANTS		81.39	
INV0006906	Invoice	04/22/2024	04.16.2024 - BASTIANON - GOTOCOM	0.00	349.99	
	<u>01.14.63044.00</u>		TECHNOLOGY PURCHASE		349.99	
INV0006907	Invoice	04/22/2024	03.25.2024 - PETERSON - RED HILL GAS	0.00	67.53	
	<u>01.25.62988.00</u>		FUEL		67.53	
INV0006908	Invoice	04/22/2024	03.27.2024 - PETERSON - ACCESSORY PAR	0.00	104.83	
	<u>01.25.62989.00</u>		FLEET PARTS		104.83	
INV0006909	Invoice	04/22/2024	03.22.2024 - POPKEN - MARIN RECYCLING	0.00	80.00	
	<u>01.14.63041.00</u>		OFFICE EQUIPMENT		80.00	
INV0006910	Invoice	04/22/2024	03.25.2024 - GRASSER - TWILIO	0.00	40.01	
	<u>01.14.61705.00</u>		TELEPHONE		40.01	
INV0006911	Invoice	04/22/2024	03.28.2024 - GRASSER - APPLE.COM	0.00	1,423.16	
	<u>01.10.63150.00</u>		COMMUNICATIONS EQUI		1,423.16	
INV0006912	Invoice	04/22/2024	03.28.2024 - GRASSER - APPLE.COM	0.00	129.00	
	<u>01.10.63150.00</u>		COMMUNICATIONS EQUI		129.00	
INV0006913	Invoice	04/22/2024	03.28.2024 - GRASSER - RAM MOUNTS	0.00	2,132.51	
	<u>01.10.63150.00</u>		COMMUNICATIONS EQUI		2,132.51	
INV0006914	Invoice	04/22/2024	04.02.2024 - GRASSER - MAILCHIMP	0.00	61.25	

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>01.05.61129.00</u>		HIRING EXPENSES		61.25	
INV0006915	Invoice	04/22/2024	04.05.2024 - GRASSER - DROPBOX	0.00	119.88	
	<u>01.05.61121.00</u>		COMPUTER SOFTWARE/S		119.88	
INV0006916	Invoice	04/22/2024	04.07.2024 - GRASSER - JOTFORM	0.00	49.00	
	<u>01.05.61121.00</u>		COMPUTER SOFTWARE/S		49.00	
INV0006917	Invoice	04/22/2024	04.04.2024 - ILLINGWORTH - ZOOM	0.00	159.90	
	<u>01.10.61000.00</u>		TRAINING AND EDUCATIO		159.90	
INV0006918	Invoice	04/22/2024	04.16.2024 - ILLINGWORTH - ANDRONICO	0.00	48.66	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		48.66	
INV0006919	Invoice	04/22/2024	04.16.2024 - ILLINGWORTH - COMFORTS	0.00	197.70	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		197.70	
INV0006920	Invoice	04/22/2024	04.17.2024 - ILLINGWORTH - MH BREAD	0.00	112.50	
	<u>01.10.62203.00</u>		EMERGENCY RESPONSE S		112.50	
INV0006921	Invoice	04/22/2024	04.17.2024 - ILLINGWORTH - SA COFFEE R	0.00	56.75	
	<u>01.10.62203.00</u>		EMERGENCY RESPONSE S		56.75	
INV0006922	Invoice	04/22/2024	04.09.2024 - HOGGAN - AIRGAS	0.00	196.65	
	<u>01.10.61410.00</u>		EQUIPMENT MAINTENAN		196.65	
INV0006923	Invoice	04/22/2024	04.12.2024 - HOGGAN - HYDROVERGE	0.00	106.00	
	<u>01.10.63140.00</u>		HYDRANTS		106.00	
INV0006924	Invoice	04/22/2024	04.10.2024 - HOGGAN - AIRGAS	0.00	205.19	
	<u>01.10.61410.00</u>		EQUIPMENT MAINTENAN		205.19	
INV0006925	Invoice	04/22/2024	03.25.2024 - BIRMINGHAM - NATIONAL P	0.00	113.62	
	<u>01.05.61129.00</u>		HIRING EXPENSES		113.62	
INV0006926	Invoice	04/22/2024	04.01.2024 - BIRMINGHAM - COPY EXPRE	0.00	282.41	
	<u>01.05.61129.00</u>		HIRING EXPENSES		282.41	
INV0006927	Invoice	04/22/2024	03.22.2024 - POPPE - POSTAL SERVICES PL	0.00	1,457.04	
	<u>01.10.62213.00</u>		PERSONAL PROTECTIVE E		1,457.04	
INV0006928	Invoice	04/22/2024	04.15.2024 - ILLINGWORTH/POPPE - FDIC	0.00	964.90	
	<u>01.10.61000.00</u>		TRAINING AND EDUCATIO		-1,750.00	
	<u>01.10.63131.00</u>		EQUIPMENT		2,714.90	
INV0006929	Invoice	04/22/2024	03.27.2024 - BARONA - BAMBU LAB	0.00	54.70	
	<u>01.14.63042.00</u>		EXERCISE EQUIPMENT		54.70	
INV0006930	Invoice	04/22/2024	04.20.2024 - BARONA - VIVIDLITE	0.00	104.98	
	<u>01.10.63131.00</u>		EQUIPMENT		104.98	
INV0006931	Invoice	04/22/2024	03.24.2024 - STETTLER - STAMPS.COM	0.00	19.99	
	<u>01.05.62003.00</u>		POSTAGE		19.99	
INV0006932	Invoice	04/22/2024	03.25.2024 - STETTLER - TARGET	0.00	53.46	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		53.46	
INV0006933	Invoice	04/22/2024	03.29.2024 - STETTLER - USPS	0.00	9.85	
	<u>01.05.62003.00</u>		POSTAGE		9.85	
INV0006934	Invoice	04/22/2024	03.29.2024 - STETTLER - ADOBE	0.00	2,303.04	
	<u>01.14.63044.00</u>		TECHNOLOGY PURCHASE		2,303.04	
INV0006935	Invoice	04/22/2024	03.30.2024 - PORTER - NETWORK SOLUTI	0.00	119.97	
	<u>01.05.61106.00</u>		CONTRACT SERVICES - M		119.97	
INV0006936	Invoice	04/22/2024	03.21.2024 - WILSON - UPS STORE	0.00	108.95	
	<u>01.10.62213.00</u>		PERSONAL PROTECTIVE E		108.95	
INV0006937	Invoice	04/22/2024	03.24.2024 - GALLI - CURTIS WEB	0.00	284.65	
	<u>01.10.62213.00</u>		PERSONAL PROTECTIVE E		284.65	
INV0006938	Invoice	04/22/2024	04.06.2024 - GALLI - FACEBOOK	0.00	28.57	
	<u>01.05.61129.00</u>		HIRING EXPENSES		28.57	
INV0006939	Invoice	04/10/2024	04.10.2024 - GALLI - UPS STORE	0.00	42.26	

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>01.05.62003.00</u>	POSTAGE	04.10.2024 - GALLI - UPS STORE		42.26	
	Void	05/06/2024	Regular	0.00	0.00	23718
	Void	05/06/2024	Regular	0.00	0.00	23719
	Void	05/06/2024	Regular	0.00	0.00	23720
01326	AMAZON.COM SERVICES LLC	05/13/2024	Regular	0.00	1,370.99	23721
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>14LN-CY13-4QD9</u>	Invoice	05/07/2024	05.07.2024 - PRESSURE WASHER + ACCES	0.00	1,068.44	
	<u>01.14.61500.00</u>		BUILDING MAINTENANCE 05.07.2024 - PRESSURE WASHE		1,068.44	
<u>14YR-NRN1-QCR</u>	Invoice	05/06/2024	05.06.2024 - CALIFORNIA REPUBLIC FLAG	0.00	99.31	
	<u>01.14.61500.00</u>		BUILDING MAINTENANCE 05.06.2024 - CALIFORNIA REPU		99.31	
<u>1KXC-V4LP-J7NH</u>	Invoice	05/05/2024	05.05.2024 - SHOWER CADDY/KITCHEN S	0.00	203.24	
	<u>01.14.61500.00</u>		BUILDING MAINTENANCE 05.05.2024 - SHOWER CADDY/KI		203.24	
01390	Badawi & Associates	05/13/2024	Regular	0.00	7,193.25	23722
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1620</u>	Invoice	05/04/2024	05.04.2024 - 2024 AUDIT	0.00	7,193.25	
	<u>01.05.61103.00</u>		AUDIT & BOOKEEPING SE 05.04.2024 - 2024 AUDIT		7,193.25	
01231	buck's saw service, inc	05/13/2024	Regular	0.00	922.24	23723
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>106418</u>	Invoice	05/07/2024	05.07.2024 - EQUIPMENT MS 362 25 33R	0.00	922.24	
	<u>01.10.63131.00</u>		EQUIPMENT 05.07.2024 - EQUIPMENT MS 36		922.24	
01016	Diego Truck Repair Inc	05/13/2024	Regular	0.00	2,167.54	23724
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>68835</u>	Invoice	04/24/2024	04.24.2024 - 2006 PIERCE ALL WHEEL - AI	0.00	2,167.54	
	<u>01.25.61600.00</u>		FLEET MAINTENANCE/RE 04.24.2024 - 2006 PIERCE ALL		2,167.54	
01272	Diesel Direct West Inc	05/13/2024	Regular	0.00	2,562.82	23725
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>85811822</u>	Invoice	05/02/2024	05.02.2024 - ULSD CLEAR - 155.3 GAL	0.00	866.50	
	<u>01.25.62988.00</u>		FUEL 05.02.2024 - ULSD CLEAR - 155.		866.50	
<u>85824548</u>	Invoice	05/09/2024	05.09.2024 - GASOLINE UNL - 85.1 GAL	0.00	499.85	
	<u>01.25.62988.00</u>		FUEL 05.09.2024 - GASOLINE UNL - 8		499.85	
<u>85824549</u>	Invoice	05/09/2024	05.09.2024 - ULSD CLEAR - 212.0 GAL	0.00	1,196.47	
	<u>01.25.62988.00</u>		FUEL 05.09.2024 - ULSD CLEAR - 212.		1,196.47	
01200	Kronos Inc	05/13/2024	Regular	0.00	2,500.00	23726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>12236467</u>	Invoice	04/29/2024	04.29.2024 - PROFESSIONAL SERVICES	0.00	2,500.00	
	<u>01.05.61105.00</u>		OTHER CONTRACT SERVI 04.29.2024 - PROFESSIONAL SE		2,500.00	
01035	Marin County Sheriff's Office	05/13/2024	Regular	0.00	17,911.08	23727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>12517</u>	Invoice	05/06/2024	05.06.2024 - MDC SUPPORT & MAINTENA	0.00	17,911.08	
	<u>01.10.61100.00</u>		DISPATCH 05.06.2024 - MDC SUPPORT &		17,911.08	
01095	Richards Watson Gershon	05/13/2024	Regular	0.00	1,096.62	23728

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>247669</u>	Invoice	04/30/2024	04.30.2024 - GENERAL LEGAL COUNSEL -	0.00	1,096.62	
	<u>01.05.61107.00</u>		ATTORNEY/LEGAL FEES		1,096.62	
01463	Scott's PPE Recon Inc.	05/13/2024	Regular	0.00	2,367.00	23729
<u>39460</u>	Invoice	04/30/2024	04.30.2024 - GEAR REPAIRS	0.00	2,367.00	
	<u>01.10.62213.00</u>		PERSONAL PROTECTIVE E		2,367.00	
01326	AMAZON.COM SERVICES LLC	05/16/2024	Regular	0.00	500.55	23730
<u>1KDL-PT11-N7D7</u>	Invoice	05/15/2024	05.15.2024 - NYLON GLOVES	0.00	60.03	
	<u>01.10.62213.00</u>		PERSONAL PROTECTIVE E		60.03	
<u>1NTM-CCRW-W1</u>	Invoice	05/12/2024	05.12.2024 - PELICAN CAMERA CASE	0.00	60.03	
	<u>01.10.63131.00</u>		EQUIPMENT		60.03	
<u>1RWC-TGL9-GQK</u>	Invoice	05/14/2024	05.14.2024 - BOXED WATER	0.00	380.49	
	<u>01.10.62203.00</u>		EMERGENCY RESPONSE S		380.49	
01026	AT&T Calnet	05/16/2024	Regular	0.00	759.84	23731
<u>000021675110</u>	Invoice	05/10/2024	05.10.2024 - WIRELESS - 04.10.24-05.09.2	0.00	759.84	
	<u>01.14.61705.00</u>		TELEPHONE		759.84	
01059	AT&T Mobility	05/16/2024	Regular	0.00	1,080.01	23732
<u>287301083016X0</u>	Invoice	05/02/2024	05.02.2024 - WIRELESS - 04.03.24-05.02.2	0.00	1,080.01	
	<u>01.14.61705.00</u>		TELEPHONE		1,080.01	
01475	EverBank, N.A.	05/16/2024	Regular	0.00	465.81	23733
<u>9987597</u>	Invoice	05/05/2024	05.05.2024 - KYOCERA TASKALFA 4053CI C	0.00	465.81	
	<u>01.05.61105.00</u>		OTHER CONTRACT SERVI		465.81	
01017	Fairfax Lumber	05/16/2024	Regular	0.00	22.51	23734
<u>282057</u>	Invoice	05/13/2024	05.13.2024 - COMP ELBOW/TUBING	0.00	22.51	
	<u>01.14.61500.20</u>		BUILDING MAINTENANCE		22.51	
01037	Marin Municipal Water District	05/16/2024	Regular	0.00	228.16	23735
<u>135-05072024</u>	Invoice	05/07/2024	135 - 14-18 PARK RD - 03.05.24- 05.02.24	0.00	178.87	
	<u>01.14.61703.00</u>		WATER		178.87	
<u>263-05072024</u>	Invoice	05/07/2024	263 - 14-18 PARK RD - 03.05.24-05.02.24	0.00	49.29	
	<u>01.14.61703.00</u>		WATER		49.29	
01185	The Ed Jones Co Inc	05/16/2024	Regular	0.00	1,202.27	23736
<u>55674</u>	Invoice	02/02/2024	02.02.2024 - GOLD KLAD BADGES - FIRE/B	0.00	1,202.27	
	<u>01.05.62200.00</u>		GENERAL DEPARTMENT S		1,202.27	
01098	Verizon Wireless	05/16/2024	Regular	0.00	841.25	23737

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9963109018</u>	Invoice	05/01/2024	05.01.2024 - WIRELESS - 04.02.24-05.01.2	0.00	841.25	
<u>01.14.61705.00</u>	TELEPHONE		05.01.2024 - WIRELESS - 04.02.2		841.25	
01054	BoundTree Medical	05/23/2024	Regular	0.00	1,489.85	23738
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>85346099</u>	Invoice	05/13/2024	05.13.2024 - GENERAL MEDICAL SUPPLIES	0.00	1,089.40	
<u>01.10.62204.00</u>	PARAMEDIC RESPONSE S		05.13.2024 - GENERAL MEDICAL		1,089.40	
<u>85350743</u>	Invoice	05/16/2024	05.16.2024 - GO PAP W NEB MASK	0.00	400.45	
<u>01.10.62204.00</u>	PARAMEDIC RESPONSE S		05.16.2024 - GO PAP W NEB MA		400.45	
01487	Brady Industries NorCal	05/23/2024	Regular	0.00	1,054.65	23739
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>8885998</u>	Invoice	05/20/2024	05.20.2024 - CLEARN/TOWELS/SPRAYER/	0.00	864.58	
<u>01.14.62206.00</u>	JANITORIAL MAINTENAN		05.20.2024 - CLEARN/TOWELS/S		864.58	
<u>8885999</u>	Invoice	05/20/2024	05.20.2024 - DISH DETERGENT	0.00	190.07	
<u>01.14.62206.00</u>	JANITORIAL MAINTENAN		05.20.2024 - DISH DETERGENT		190.07	
01117	Bryan Galli	05/23/2024	Regular	0.00	375.00	23740
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>INV0007004</u>	Invoice	05/18/2024	05.18.2024 - REIMB - CHIEF FIRE OFFICE 3	0.00	375.00	
<u>01.10.61000.00</u>	TRAINING AND EDUCATIO		05.18.2024 - REIMB - CHIEF FIRE		375.00	
01202	CDCE Inc	05/23/2024	Regular	0.00	804.00	23741
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>142683</u>	Invoice	05/20/2024	05.20.2024 - RENEWAL NETCLOUD ESSE	0.00	804.00	
<u>01.05.61105.00</u>	OTHER CONTRACT SERVI		05.20.2024 - RENEWAL NETCLO		804.00	
01279	County of Marin	05/23/2024	Regular	0.00	156.00	23742
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>6</u>	Invoice	05/20/2024	05.20.2024 - EMT RENEWAL - HOGGAN/	0.00	156.00	
<u>01.10.61000.00</u>	TRAINING AND EDUCATIO		05.20.2024 - EMT RENEWAL - H		156.00	
01272	Diesel Direct West Inc	05/23/2024	Regular	0.00	710.43	23743
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>85838487</u>	Invoice	05/16/2024	05.16.2024 - ULSD CLEAR - 128.9 GAL	0.00	710.43	
<u>01.25.62988.00</u>	FUEL		05.16.2024 - ULSD CLEAR - 128.		710.43	
01017	Fairfax Lumber	05/23/2024	Regular	0.00	3.86	23744
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>282445</u>	Invoice	05/21/2024	05.21.2024 - HARDWARE	0.00	3.86	
<u>01.05.62200.00</u>	GENERAL DEPARTMENT S		05.21.2024 - HARDWARE		3.86	
01295	Grier Argall Plumbing Inc	05/23/2024	Regular	0.00	2,799.34	23745
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>17344</u>	Invoice	05/16/2024	05.16.2024 - FIRE STN 20 - MOBILE LIVEFI	0.00	2,309.04	
<u>01.25.61411.00</u>	BURN TRAILER MAINTEN		05.16.2024 - FIRE STN 20 - MOB		2,309.04	
<u>17580</u>	Invoice	05/21/2024	05.21.2024 - FIRE STN 19 - WASHING MA	0.00	175.00	
<u>01.14.61500.00</u>	BUILDING MAINTENANCE		05.21.2024 - FIRE STN 19 - WAS		175.00	
<u>17613</u>	Invoice	05/15/2024	05.15.2024 - STN 19 - BROKEN LINE	0.00	315.30	

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>01.14.61500.19</u>	BUILDING MAINTENANCE	05.15.2024 - STN 19 - BROKEN L		315.30	
01447	HRTM Consulting	05/23/2024	Regular	0.00	360.00	23746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0007392</u>	Invoice	05/15/2024	05.15.2024 - TELESTAFF SOLUTION CONS	0.00	360.00	
	<u>01.05.61121.00</u>	COMPUTER SOFTWARE/S	05.15.2024 - TELESTAFF SOLUTI		360.00	
01492	James Bradley Blesso	05/23/2024	Regular	0.00	4,195.20	23747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1932</u>	Invoice	05/08/2024	05.08.2024 - SHIELDS - CAPTAIN/ENGINEE	0.00	4,195.20	
	<u>01.10.62213.00</u>	PERSONAL PROTECTIVE E	05.08.2024 - SHIELDS - CAPTAIN		4,195.20	
01200	Kronos Inc	05/23/2024	Regular	0.00	597.67	23748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>12246441</u>	Invoice	05/16/2024	05.16.2024 - TELESTAFF ENTERPISE - JUN	0.00	597.67	
	<u>01.05.61105.00</u>	OTHER CONTRACT SERVI	05.16.2024 - TELESTAFF ENTERP		597.67	
01037	Marin Municipal Water District	05/23/2024	Regular	0.00	1,735.25	23749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>087-05102024</u>	Invoice	05/10/2024	087 - 777 SAN ANSELMO AVE - 03.07.24-0	0.00	890.73	
	<u>01.14.61703.00</u>	WATER	087 - 777 SAN ANSELMO AVE - 0		890.73	
<u>256-05132024</u>	Invoice	05/13/2024	256 - 150 BUTTERFIELD - 3.09.24-05.08.2	0.00	417.45	
	<u>01.14.61703.00</u>	WATER	256 - 150 BUTTERFIELD - 3.09.2		417.45	
<u>354-05132024</u>	Invoice	05/13/2024	354 - 150 BUTTERFIELD RD - 03.09.24-05.	0.00	377.78	
	<u>01.14.61703.00</u>	WATER	354 - 150 BUTTERFIELD RD - 03.		377.78	
<u>868-05102024</u>	Invoice	05/10/2024	868 - 777 SAN ANSELMO AVE - 03.07.24-0	0.00	49.29	
	<u>01.14.61703.00</u>	WATER	868 - 777 SAN ANSELMO AVE - 0		49.29	
01484	Permanente Medical Group, Inc.	05/23/2024	Regular	0.00	115.00	23750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0007000</u>	Invoice	05/13/2024	05.13.2024 - OHSS ACCT# 320900249037	0.00	115.00	
	<u>01.05.61127.00</u>	HEALTH AND WELLNESS	05.13.2024 - OHSS ACCT# 3209		115.00	
01181	Royce Wintermute	05/23/2024	Regular	0.00	949.33	23751
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>392576</u>	Invoice	05/08/2024	05.08.2024 - REIMB - DOT PHYSICAL	0.00	150.00	
	<u>01.05.61127.00</u>	HEALTH AND WELLNESS	05.08.2024 - REIMB - DOT PHYSI		150.00	
<u>INV0007001</u>	Invoice	05/22/2024	05.22.2024 - REIMB - CA FIRE MECHANICS	0.00	630.00	
	<u>01.10.61000.00</u>	TRAINING AND EDUCATIO	05.22.2024 - REIMB - CA FIRE M		630.00	
<u>INV0007002</u>	Invoice	05/22/2024	05.22.2024 - REIMB - CA FIRE MECHANICS	0.00	169.33	
	<u>01.10.61000.00</u>	TRAINING AND EDUCATIO	05.22.2024 - REIMB - CA FIRE M		169.33	
01131	Scott W Poppe	05/23/2024	Regular	0.00	375.00	23752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0007003</u>	Invoice	05/18/2024	05.18.2024 - REIMB - CHIEF FIRE OFFICE 3	0.00	375.00	
	<u>01.10.61000.00</u>	TRAINING AND EDUCATIO	05.18.2024 - REIMB - CHIEF FIRE		375.00	
01144	Town of San Anselmo	05/23/2024	Regular	0.00	23,193.00	23753

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2023-24-MISC08</u>	Invoice	05/17/2024	05.17.2024 - Q4 FINANCIAL SERVICES-APR	0.00	23,193.00	
<u>01.05.61120.00</u>	CONTRACT SERVICES-SAN	05.17.2024 - Q4 FINANCIAL SER			23,193.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	107	43	0.00	106,106.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	107	46	0.00	106,106.07

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01013	AFLAC Business Services	05/06/2024	Regular	0.00	3,390.48	11457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006944</u>	Invoice	05/15/2024	AFLAC	0.00	3,390.48	
	<u>01.00.20271.00</u>		AFLAC P/R DEDUCTION		3,390.48	
01004	CAPF	05/06/2024	Regular	0.00	442.50	11458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006947</u>	Invoice	05/15/2024	DISABILITY INSURANCE	0.00	442.50	
	<u>01.00.20275.00</u>		DISABILITY INSURANCE W		442.50	
			DISABILITY INSURANCE			
01161	Nationwide Retirement Solutions	05/06/2024	Regular	0.00	3,374.47	11459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006949</u>	Invoice	05/15/2024	NATIONWIDE RETIREMENT	0.00	2,217.00	
	<u>01.00.20277.00</u>		DEFERRED COMP. W/ NR		2,217.00	
			NATIONWIDE RETIREMENT			
<u>INV0006950</u>	Invoice	05/15/2024	NATIONWIDE RETIREMENT	0.00	1,157.47	
	<u>01.00.20277.00</u>		DEFERRED COMP. W/ NR		1,157.47	
			NATIONWIDE RETIREMENT			
01069	Ross Valley Firefighters Association	05/06/2024	Regular	0.00	3,204.50	11460
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006961</u>	Invoice	05/15/2024	UNION DUES	0.00	3,204.50	
	<u>01.00.20289.00</u>		UNION DUES WITHHELD		3,204.50	
			UNION DUES			
01013	AFLAC Business Services	05/24/2024	Regular	0.00	3,390.48	11465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006974</u>	Invoice	05/31/2024	AFLAC	0.00	3,390.48	
	<u>01.00.20271.00</u>		AFLAC P/R DEDUCTION		3,390.48	
			AFLAC			
01004	CAPF	05/24/2024	Regular	0.00	442.50	11466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006977</u>	Invoice	05/31/2024	DISABILITY INSURANCE	0.00	442.50	
	<u>01.00.20275.00</u>		DISABILITY INSURANCE W		442.50	
			DISABILITY INSURANCE			
01161	Nationwide Retirement Solutions	05/24/2024	Regular	0.00	3,720.70	11467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0006979</u>	Invoice	05/31/2024	NATIONWIDE RETIREMENT	0.00	2,217.00	
	<u>01.00.20277.00</u>		DEFERRED COMP. W/ NR		2,217.00	
			NATIONWIDE RETIREMENT			
<u>INV0006980</u>	Invoice	05/31/2024	NATIONWIDE RETIREMENT	0.00	1,503.70	
	<u>01.00.20277.00</u>		DEFERRED COMP. W/ NR		1,503.70	
			NATIONWIDE RETIREMENT			
01069	Ross Valley Firefighters Association	05/24/2024	Regular	0.00	3,204.50	11468

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0006991</u>	Invoice	05/31/2024	UNION DUES	0.00	3,204.50	
	<u>01.00.20289.00</u>	UNION DUES WITHHELD	UNION DUES		3,204.50	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	8	0.00	21,170.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	10	8	0.00	21,170.13

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	51	0.00	127,276.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	117	54	0.00	127,276.20

Fund Summary

Fund	Name	Period	Amount
98	POOLED PAYROLL	5/2024	21,170.13
99	POOLED CASH	5/2024	106,106.07
			127,276.20

Ross Valley Fire Dept

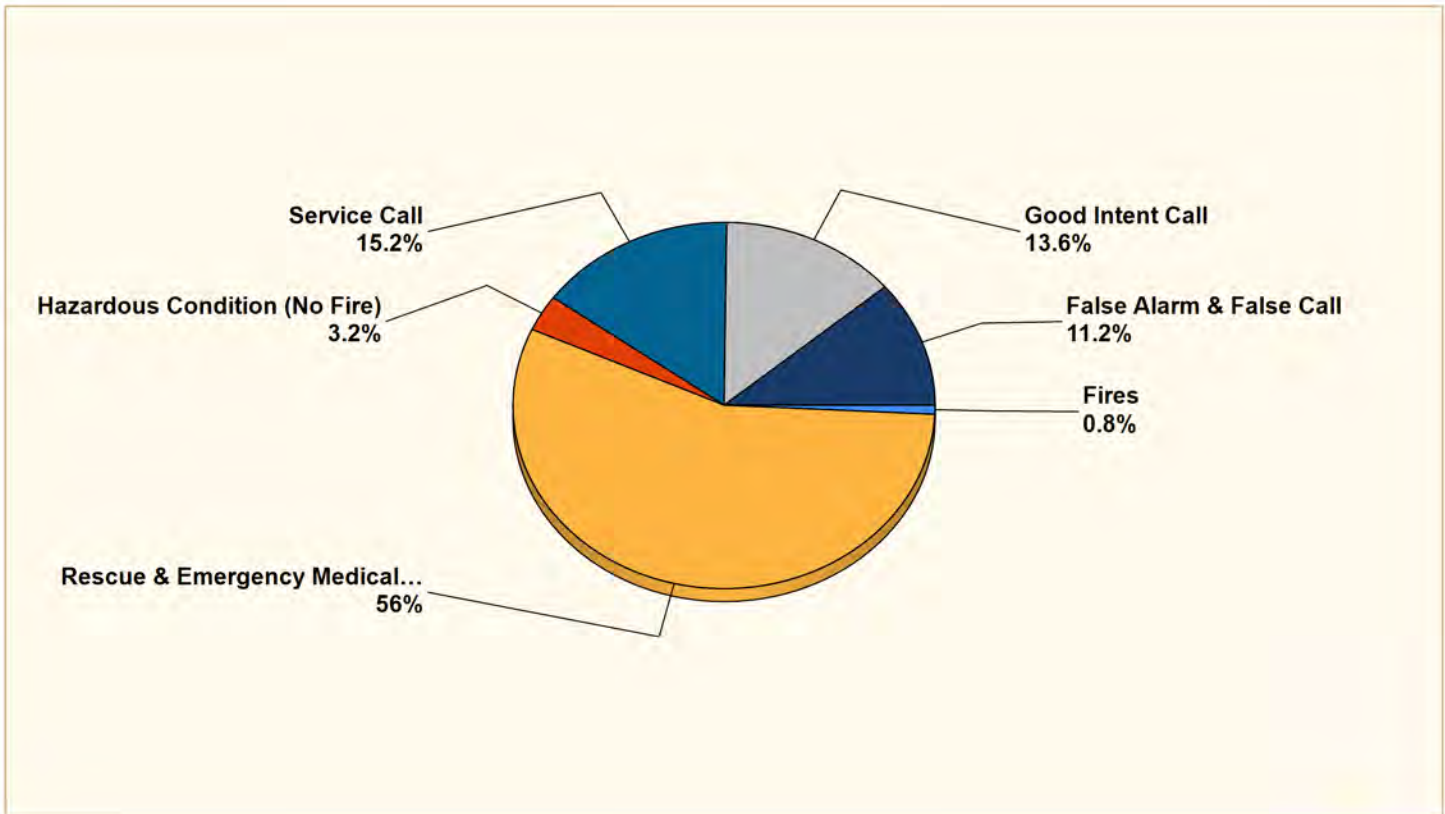
San Anselmo, CA

This report was generated on 6/5/2024 8:34:27 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2024 | End Date: 05/31/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	0.8%
Rescue & Emergency Medical Service	70	56%
Hazardous Condition (No Fire)	4	3.2%
Service Call	19	15.2%
Good Intent Call	17	13.6%
False Alarm & False Call	14	11.2%
TOTAL	125	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
141 - Forest, woods or wildland fire	1	0.8%
321 - EMS call, excluding vehicle accident with injury	68	54.4%
322 - Motor vehicle accident with injuries	2	1.6%
412 - Gas leak (natural gas or LPG)	2	1.6%
444 - Power line down	2	1.6%
550 - Public service assistance, other	3	2.4%
553 - Public service	12	9.6%
554 - Assist invalid	2	1.6%
571 - Cover assignment, standby, moveup	2	1.6%
600 - Good intent call, other	1	0.8%
611 - Dispatched & cancelled en route	9	7.2%
622 - No incident found on arrival at dispatch address	5	4%
651 - Smoke scare, odor of smoke	1	0.8%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.8%
700 - False alarm or false call, other	1	0.8%
731 - Sprinkler activation due to malfunction	1	0.8%
733 - Smoke detector activation due to malfunction	1	0.8%
735 - Alarm system sounded due to malfunction	2	1.6%
740 - Unintentional transmission of alarm, other	1	0.8%
743 - Smoke detector activation, no fire - unintentional	5	4%
744 - Detector activation, no fire - unintentional	1	0.8%
745 - Alarm system activation, no fire - unintentional	2	1.6%
TOTAL INCIDENTS:	125	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Ross Valley Fire Dept

San Anselmo, CA

This report was generated on 6/5/2024 8:46:39 AM



Incident Type Count per Station for Date Range

Start Date: 05/01/2024 | End Date: 05/31/2024

INCIDENT TYPE	# INCIDENTS
Station: 00 - MUTUAL AID RESOURCES	
321 - EMS call, excluding vehicle accident with injury	1
# Incidents for 00 - Mutual Aid Resources:	1

Station: 18 - STATION 18 - Ross	
321 - EMS call, excluding vehicle accident with injury	10
412 - Gas leak (natural gas or LPG)	2
444 - Power line down	1
550 - Public service assistance, other	2
553 - Public service	3
554 - Assist invalid	1
571 - Cover assignment, standby, moveup	1
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	1
# Incidents for 18 - Station 18 :	24

Station: 19 - STATION 19 - San Anselmo	
321 - EMS call, excluding vehicle accident with injury	22
322 - Motor vehicle accident with injuries	2
553 - Public service	5
611 - Dispatched & cancelled en route	3
622 - No incident found on arrival at dispatch address	2
652 - Steam, vapor, fog or dust thought to be smoke	1
735 - Alarm system sounded due to malfunction	1
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	4
744 - Detector activation, no fire - unintentional	1
# Incidents for 19 - Station 19:	42

Station: 20 - STATION 20 - Sleepy Hollow	
321 - EMS call, excluding vehicle accident with injury	8
553 - Public service	1
611 - Dispatched & cancelled en route	2
700 - False alarm or false call, other	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1

Only REVIEWED incidents included.



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INCIDENT TYPE	# INCIDENTS
745 - Alarm system activation, no fire - unintentional	1

Incidents for 20 - Station 20: 15

Station: 21 - STATION 21 - Fairfax	
141 - Forest, woods or wildland fire	1
321 - EMS call, excluding vehicle accident with injury	27
444 - Power line down	1
550 - Public service assistance, other	1
553 - Public service	3
554 - Assist invalid	1
571 - Cover assignment, standby, moveup	1
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	1
731 - Sprinkler activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	1

Incidents for 21 - Station 21: 43

Only REVIEWED incidents included.



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Ross Valley Fire, CA

Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND						
Revenue						
475 - MEMBER CONTRIBUTIONS	11,660,707.00	11,660,707.00	971,725.66	10,688,982.31	-971,724.69	8.33%
495 - OUTSIDE / MISCELLANEOUS REVENUE	1,877,091.00	2,246,339.00	108,955.28	2,168,528.02	-77,810.98	3.46%
Revenue Total:	13,537,798.00	13,907,046.00	1,080,680.94	12,857,510.33	-1,049,535.67	7.55%
Expense						
600 - SALARIES AND WAGES	6,889,961.00	7,283,855.00	578,935.83	6,563,036.00	720,819.00	9.90%
601 - RETIREMENT	2,385,110.00	2,385,110.00	86,078.14	2,211,700.63	173,409.37	7.27%
602 - EMPLOYEE BENEFITS	2,319,575.00	2,319,575.00	138,109.33	1,917,050.64	402,524.36	17.35%
610 - TRAINING	43,260.00	43,260.00	-2,374.67	29,389.93	13,870.07	32.06%
611 - OUTSIDE SERVICES	741,096.00	1,222,690.00	52,392.15	589,868.93	632,821.07	51.76%
613 - PUBLICATION / DUES	9,866.00	9,866.00	1,167.56	6,454.18	3,411.82	34.58%
614 - MAINTENANCE	22,123.00	22,123.00	2,309.04	15,469.16	6,653.84	30.08%
615 - BUILDING MAINTENANCE	78,500.00	78,500.00	2,452.55	30,847.44	47,652.56	60.70%
616 - VEHICLE MAINTENANCE	120,500.00	120,500.00	291.86	86,279.31	34,220.69	28.40%
617 - UTILITIES	150,153.00	150,153.00	7,353.58	132,283.34	17,869.66	11.90%
619 - MISCELLANEOUS	0.00	0.00	0.00	10,443.23	-10,443.23	0.00%
620 - OFFICE SUPPLIES	6,215.00	6,215.00	610.75	3,307.02	2,907.98	46.79%
622 - DEPARTMENT SUPPLIES	131,675.00	131,675.00	16,852.02	121,430.19	10,244.81	7.78%
625 - FURNISHINGS	8,487.00	8,487.00	1,579.71	3,518.91	4,968.09	58.54%
629 - MISCELLANEOUS	101,510.00	101,510.00	10,501.02	73,283.18	28,226.82	27.81%
630 - EQUIPMENT	49,081.00	49,081.00	2,874.05	22,192.73	26,888.27	54.78%
631 - CAPITAL OUTLAY	115,030.00	115,030.00	3,618.64	63,095.70	51,934.30	45.15%
670 - TRANSFERS OUT	365,656.00	365,656.00	365,656.00	365,656.00	0.00	0.00%
Expense Total:	13,537,798.00	14,413,286.00	1,268,407.56	12,245,306.52	2,167,979.48	15.04%
Fund: 01 - GENERAL FUND Surplus (Deficit):	0.00	-506,240.00	-187,726.62	612,203.81	1,118,443.81	220.93%
Fund: 15 - VEHICLE FUND						
Revenue						
495 - OUTSIDE / MISCELLANEOUS REVENUE	0.00	0.00	0.00	4,750.00	4,750.00	0.00%
519 - TRANSFERS IN	365,656.00	365,656.00	365,656.00	365,656.00	0.00	0.00%
Revenue Total:	365,656.00	365,656.00	365,656.00	370,406.00	4,750.00	1.30%
Expense						
631 - CAPITAL OUTLAY	98,000.00	98,000.00	0.00	41,347.68	56,652.32	57.81%
640 - PRINCIPAL	308,919.00	308,919.00	0.00	308,918.87	0.13	0.00%
641 - INTEREST	14,910.00	14,910.00	0.00	14,910.21	-0.21	0.00%
Expense Total:	421,829.00	421,829.00	0.00	365,176.76	56,652.24	13.43%
Fund: 15 - VEHICLE FUND Surplus (Deficit):	-56,173.00	-56,173.00	365,656.00	5,229.24	61,402.24	109.31%
Report Surplus (Deficit):	-56,173.00	-562,413.00	177,929.38	617,433.05	1,179,846.05	209.78%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	0.00	-506,240.00	-187,726.62	612,203.81	1,118,443.81
15 - VEHICLE FUND	-56,173.00	-56,173.00	365,656.00	5,229.24	61,402.24
Report Surplus (Deficit):	-56,173.00	-562,413.00	177,929.38	617,433.05	1,179,846.05



Ross Valley Fire, CA

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND							
Revenue							
01.00.47501.00	FAIRFAX	2,407,212.00	2,407,212.00	200,601.00	2,206,611.00	-200,601.00	8.33 %
01.00.47502.00	ROSS	2,414,444.00	2,414,444.00	201,203.66	2,213,240.26	-201,203.74	8.33 %
01.00.47503.00	SAN ANSELMO	4,187,309.00	4,187,309.00	348,942.41	3,838,366.56	-348,942.44	8.33 %
01.00.47504.00	SLEEPY HOLLOW	1,322,417.00	1,322,417.00	110,201.42	1,212,215.62	-110,201.38	8.33 %
01.00.47507.00	PRIOR AUTHORITY RETIREE HEALTH	51,519.00	51,519.00	4,293.34	47,226.74	-4,292.26	8.33 %
01.00.47510.00	PRIOR AUTHORITY RETIREMENT	1,277,806.00	1,277,806.00	106,483.83	1,171,322.13	-106,483.87	8.33 %
01.00.49501.00	COUNTY OF MARIN	258,021.00	258,021.00	0.00	258,021.00	0.00	0.00 %
01.00.49502.00	OES REIMBURSEMENT OUT OF CO	0.00	380,604.00	0.00	380,784.77	180.77	100.05 %
01.00.49504.00	RVPA REIMBURSEMENT MEDIC PR	306,093.00	306,093.00	0.00	234,741.25	-71,351.75	23.31 %
01.00.49506.00	RVPA RENTAL	33,440.00	33,440.00	0.00	33,439.69	-0.31	0.00 %
01.00.49507.00	LAIF INTEREST	20,000.00	20,000.00	0.00	19,590.46	-409.54	2.05 %
01.00.49509.00	RVPA AGENCY REIMBURSEMENT	47,290.00	47,290.00	0.00	47,290.00	0.00	0.00 %
01.00.49510.00	PLAN CHECKING FEES	280,000.00	280,000.00	39,234.76	352,776.61	72,776.61	125.99 %
01.00.49511.00	RE-SALE INSPECTION FEES	50,000.00	50,000.00	0.00	176.70	-49,823.30	99.65 %
01.00.49512.00	MISCELLANEOUS INCOME	10,000.00	10,000.00	0.00	-2,672.40	-12,672.40	126.72 %
01.00.49513.00	WORKERS COMP REIMBURSEMENT	0.00	109,030.00	36,315.23	262,617.69	153,587.69	240.87 %
01.00.49517.00	DISASTER COORDINATOR REIMB.	93,241.00	93,241.00	0.00	35,822.24	-57,418.76	61.58 %
01.00.49518.00	DEFENSIBLE SPACE INSPECTION CO	327,410.00	207,024.00	0.00	126,802.25	-80,221.75	38.75 %
01.00.49523.00	APPARATUS REPLACEMENT	365,656.00	365,656.00	30,471.33	335,184.63	-30,471.37	8.33 %
01.00.49524.00	TECHNOLOGY FEES	25,940.00	25,940.00	2,953.15	25,633.89	-306.11	1.18 %
01.00.49526.18	STATION MAINT REVENUE #18	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.19	STATION MAINT REVENUE #19	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.20	STATION MAINT REVENUE #20	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.21	STATION MAINT REVENUE #21	15,000.00	15,000.00	-19.19	-19.19	-15,019.19	100.13 %
01.00.49527.00	MWPA DSPACE	0.00	0.00	0.00	34,089.97	34,089.97	0.00 %
01.00.49528.00	MWPA LOCAL FUNDS	0.00	0.00	0.00	24,248.46	24,248.46	0.00 %
	Revenue Total:	13,537,798.00	13,907,046.00	1,080,680.94	12,857,510.33	-1,049,535.67	7.55%
Expense							
01.00.60000.00	REGULAR SALARIES	5,448,297.00	5,627,097.00	372,453.63	4,266,569.86	1,360,527.14	24.18 %
01.00.60010.00	TEMPORARY HIRE	17,389.00	17,389.00	0.00	10,012.67	7,376.33	42.42 %
01.00.60020.00	MINIMUM STAFFING	795,960.00	795,960.00	156,392.21	1,536,405.67	-740,445.67	-93.03 %
01.00.60021.00	HOURLY OVERTIME	102,354.00	102,354.00	5,256.85	82,701.74	19,652.26	19.20 %
01.00.60024.00	SHIFT DIFFERENTIAL OT	23,411.00	23,411.00	7,819.84	91,312.83	-67,901.83	-290.04 %
01.00.60025.00	OT OES RESPONSE	0.00	215,094.00	0.00	221,957.05	-6,863.05	-3.19 %
01.00.60026.00	OT TRAINING	70,576.00	70,576.00	9,477.71	45,039.87	25,536.13	36.18 %
01.00.60027.00	HOLIDAY	224,083.00	224,083.00	17,975.16	197,631.93	26,451.07	11.80 %
01.00.60028.00	PARAMEDIC TRAINING OVERTIME	24,274.00	24,274.00	0.00	2,876.63	21,397.37	88.15 %
01.00.60029.00	FLSA O/T	108,747.00	108,747.00	8,460.43	88,766.63	19,980.37	18.37 %
01.00.60030.00	S/L BUY BACK	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
01.00.60035.00	RETIRED S/L COMPENSATION	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
01.00.60039.00	EXECUTIVE OFFICER	3,600.00	3,600.00	300.00	3,300.00	300.00	8.33 %
01.00.60040.00	BOARD MEMBER STIPEND	8,000.00	8,000.00	800.00	8,600.00	-600.00	-7.50 %
01.00.60100.00	RETIREMENT	2,385,110.00	2,385,110.00	86,078.14	2,211,700.63	173,409.37	7.27 %
01.00.60200.00	CAFETERIA HEALTH PLAN	940,000.00	940,000.00	81,089.84	853,033.87	86,966.13	9.25 %
01.00.60201.00	HEALTH INSURANCE	0.00	0.00	0.00	922.55	-922.55	0.00 %
01.00.60210.00	RETIREE HEALTH SAVINGS MATCH	39,793.00	39,793.00	3,548.92	38,299.44	1,493.56	3.75 %
01.00.60215.00	WORKERS' COMPENSATION INSUR	487,535.00	487,535.00	0.00	431,960.00	55,575.00	11.40 %
01.00.60220.00	PAYROLL TAXES	97,205.00	97,205.00	8,549.81	100,795.69	-3,590.69	-3.69 %
01.00.60223.00	UNIFORM REIMBURSEMENT	26,640.00	26,640.00	1,922.08	21,573.64	5,066.36	19.02 %
01.00.60225.00	EDUCATION REIMBURSEMENT	122,512.00	122,512.00	9,587.39	106,853.61	15,658.39	12.78 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
01.00.60231.00	RETIREES' HEALTH INSURANCE	605,890.00	605,890.00	33,411.29	363,601.93	242,288.07	39.99 %
01.00.61103.00	AUDIT & BOOKKEEPING SERVICES	0.00	0.00	0.00	161.01	-161.01	0.00 %
01.00.61115.00	LIABILITY INSURANCE	71,322.00	71,322.00	0.00	60,250.00	11,072.00	15.52 %
01.00.62999.00	CONTINGENCY	26,510.00	26,510.00	0.00	0.00	26,510.00	100.00 %
01.00.67099.00	TRANSFERS OUT	365,656.00	365,656.00	365,656.00	365,656.00	0.00	0.00 %
01.05.61103.00	AUDIT & BOOKKEEPING SERVICES	32,575.00	32,575.00	7,793.33	27,304.02	5,270.98	16.18 %
01.05.61105.00	OTHER CONTRACT SERVICES	64,684.00	64,684.00	2,016.47	27,101.80	37,582.20	58.10 %
01.05.61106.00	CONTRACT SERVICES - MCFD	0.00	0.00	0.00	119.97	-119.97	0.00 %
01.05.61107.00	ATTORNEY/LEGAL FEES	11,256.00	11,256.00	0.00	21,094.47	-9,838.47	-87.41 %
01.05.61112.00	PERS ADMINISTRATIVE FEE	2,900.00	2,900.00	353.09	1,408.16	1,491.84	51.44 %
01.05.61120.00	CONTRACT SERVICES-SAN ANSELM	92,772.00	92,772.00	23,193.00	92,772.00	0.00	0.00 %
01.05.61121.00	COMPUTER SOFTWARE/SUPPORT	35,593.00	35,593.00	360.00	18,279.07	17,313.93	48.64 %
01.05.61122.00	WEB PAGE DESIGN AND MAINTENA	8,699.00	8,699.00	0.00	0.00	8,699.00	100.00 %
01.05.61127.00	HEALTH AND WELLNESS	28,325.00	28,325.00	265.00	24,906.00	3,419.00	12.07 %
01.05.61129.00	HIRING EXPENSES	12,731.00	12,731.00	340.18	10,534.34	2,196.66	17.25 %
01.05.61300.00	PUBLICATIONS AND DUES	9,866.00	9,866.00	1,167.56	6,454.18	3,411.82	34.58 %
01.05.62000.00	OFFICE SUPPLIES	5,100.00	5,100.00	590.76	2,798.08	2,301.92	45.14 %
01.05.62003.00	POSTAGE	1,115.00	1,115.00	19.99	508.94	606.06	54.36 %
01.05.62200.00	GENERAL DEPARTMENT SUPPLIES	13,526.00	13,526.00	3,111.77	13,894.90	-368.90	-2.73 %
01.10.60065.02	EXPLORER POST	9,270.00	9,270.00	0.00	7,861.12	1,408.88	15.20 %
01.10.61000.00	TRAINING AND EDUCATION	43,260.00	43,260.00	-2,374.67	29,389.93	13,870.07	32.06 %
01.10.61100.00	DISPATCH	252,000.00	733,594.00	17,911.08	207,374.70	526,219.30	71.73 %
01.10.61101.00	RADIO REPAIR	5,150.00	5,150.00	0.00	4,313.82	836.18	16.24 %
01.10.61102.00	HAZARDOUS MATERIAL REMOVAL	1,030.00	1,030.00	0.00	0.00	1,030.00	100.00 %
01.10.61108.00	HAZARDOUS MATERIAL CONTRACT	9,840.00	9,840.00	0.00	9,840.00	0.00	0.00 %
01.10.61110.00	MERA OPERATING EXPENSE	107,339.00	107,339.00	0.00	82,858.51	24,480.49	22.81 %
01.10.61410.00	EQUIPMENT MAINTENANCE	12,257.00	12,257.00	0.00	8,781.41	3,475.59	28.36 %
01.10.61902.00	MWPA DEFENDSIBLE SPACE	0.00	0.00	0.00	6,197.26	-6,197.26	0.00 %
01.10.62203.00	EMERGENCY RESPONSE SUPPLIES	4,478.00	4,478.00	380.49	7,215.57	-2,737.57	-61.13 %
01.10.62204.00	PARAMEDIC RESPONSE SUPPLIES	40,000.00	40,000.00	1,489.85	33,005.00	6,995.00	17.49 %
01.10.62210.00	BREATHING APPARATUS	7,107.00	7,107.00	0.00	2,632.71	4,474.29	62.96 %
01.10.62211.00	BREATHING APPARATUS-CONTRACT	7,532.00	7,532.00	0.00	4,458.76	3,073.24	40.80 %
01.10.62213.00	PERSONAL PROTECTIVE EQUIPMEN	39,396.00	39,396.00	10,815.26	24,405.38	14,990.62	38.05 %
01.10.63131.00	EQUIPMENT	40,000.00	40,000.00	3,618.64	21,395.67	18,604.33	46.51 %
01.10.63140.00	HYDRANTS	28,428.00	28,428.00	0.00	28,495.50	-67.50	-0.24 %
01.10.63150.00	COMMUNICATIONS EQUIPMENT	22,279.00	22,279.00	0.00	11,641.47	10,637.53	47.75 %
01.10.63160.00	TURNOUTS	24,323.00	24,323.00	0.00	1,563.06	22,759.94	93.57 %
01.14.61500.00	BUILDING MAINTENANCE AND LAN	18,500.00	18,500.00	1,545.99	5,761.11	12,738.89	68.86 %
01.14.61500.18	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	0.00	8,916.22	6,083.78	40.56 %
01.14.61500.19	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	884.05	9,142.59	5,857.41	39.05 %
01.14.61500.20	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	22.51	4,643.39	10,356.61	69.04 %
01.14.61500.21	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	0.00	2,384.13	12,615.87	84.11 %
01.14.61702.00	GAS AND ELECTRIC	55,000.00	55,000.00	0.00	58,640.49	-3,640.49	-6.62 %
01.14.61703.00	WATER	8,900.00	8,900.00	1,963.41	11,876.57	-2,976.57	-33.44 %
01.14.61704.00	SEWER	4,000.00	4,000.00	0.00	4,120.80	-120.80	-3.02 %
01.14.61705.00	TELEPHONE	82,253.00	82,253.00	5,390.17	57,645.48	24,607.52	29.92 %
01.14.62206.00	JANITORIAL MAINTENANCE SUPPLI	10,300.00	10,300.00	1,054.65	8,649.98	1,650.02	16.02 %
01.14.62501.00	FURNISHINGS	8,487.00	8,487.00	1,579.71	3,518.91	4,968.09	58.54 %
01.14.63040.00	APPLIANCES	5,150.00	5,150.00	0.00	981.58	4,168.42	80.94 %
01.14.63041.00	OFFICE EQUIPMENT	10,300.00	10,300.00	0.00	1,330.69	8,969.31	87.08 %
01.14.63042.00	EXERCISE EQUIPMENT	10,609.00	10,609.00	2,874.05	9,937.61	671.39	6.33 %
01.14.63044.00	TECHNOLOGY PURCHASES	23,022.00	23,022.00	0.00	9,942.85	13,079.15	56.81 %
01.15.60220.00	PAYROLL TAXES - COMMUNITY EDU	0.00	0.00	0.00	9.91	-9.91	0.00 %
01.15.61131.00	FIRE PREVENTION	4,880.00	4,880.00	160.00	1,551.06	3,328.94	68.22 %
01.15.61902.00	MWPA D-Space	0.00	0.00	0.00	4,245.97	-4,245.97	0.00 %
01.15.61903.00	MWPA Local Projects	0.00	0.00	0.00	23,950.33	-23,950.33	0.00 %
01.15.62220.00	COMMUNITY EDUCATION & PREP.	9,336.00	9,336.00	0.00	3,217.56	6,118.44	65.54 %
01.25.61411.00	BURN TRAILER MAINTENANCE	9,866.00	9,866.00	2,309.04	6,687.75	3,178.25	32.21 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>01.25.61600.00</u>	FLEET MAINTENANCE/REPAIRS	120,500.00	120,500.00	291.86	86,279.31	34,220.69	28.40 %
<u>01.25.62988.00</u>	FUEL	57,500.00	57,500.00	4,990.16	56,208.65	1,291.35	2.25 %
<u>01.25.62989.00</u>	FLEET PARTS	17,500.00	17,500.00	5,510.86	17,074.53	425.47	2.43 %
	Expense Total:	13,537,798.00	14,413,286.00	1,268,407.56	12,245,306.52	2,167,979.48	15.04%
	Fund: 01 - GENERAL FUND Surplus (Deficit):	0.00	-506,240.00	-187,726.62	612,203.81	1,118,443.81	220.93%
Fund: 15 - VEHICLE FUND							
Revenue							
<u>15.00.49512.00</u>	PROCEED OF SALES	0.00	0.00	0.00	4,750.00	4,750.00	0.00 %
<u>15.00.51999.00</u>	TRANSFERS IN	365,656.00	365,656.00	365,656.00	365,656.00	0.00	0.00 %
	Revenue Total:	365,656.00	365,656.00	365,656.00	370,406.00	4,750.00	1.30%
Expense							
<u>15.00.63154.00</u>	VEHICLE PURCHASE	98,000.00	98,000.00	0.00	41,347.68	56,652.32	57.81 %
<u>15.00.64010.00</u>	LEASE PAYMENT - PRINCIPAL	308,919.00	308,919.00	0.00	308,918.87	0.13	0.00 %
<u>15.00.64110.00</u>	LEASE PAYMENT - INTEREST	14,910.00	14,910.00	0.00	14,910.21	-0.21	0.00 %
	Expense Total:	421,829.00	421,829.00	0.00	365,176.76	56,652.24	13.43%
	Fund: 15 - VEHICLE FUND Surplus (Deficit):	-56,173.00	-56,173.00	365,656.00	5,229.24	61,402.24	109.31%
	Report Surplus (Deficit):	-56,173.00	-562,413.00	177,929.38	617,433.05	1,179,846.05	209.78%

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND						
Revenue	13,537,798.00	13,907,046.00	1,080,680.94	12,857,510.33	-1,049,535.67	7.55%
Expense	13,537,798.00	14,413,286.00	1,268,407.56	12,245,306.52	2,167,979.48	15.04%
Fund: 01 - GENERAL FUND Surplus (Deficit):	0.00	-506,240.00	-187,726.62	612,203.81	1,118,443.81	220.93%
Fund: 15 - VEHICLE FUND						
Revenue	365,656.00	365,656.00	365,656.00	370,406.00	4,750.00	1.30%
Expense	421,829.00	421,829.00	0.00	365,176.76	56,652.24	13.43%
Fund: 15 - VEHICLE FUND Surplus (Deficit):	-56,173.00	-56,173.00	365,656.00	5,229.24	61,402.24	109.31%
Report Surplus (Deficit):	-56,173.00	-562,413.00	177,929.38	617,433.05	1,179,846.05	209.78%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	0.00	-506,240.00	-187,726.62	612,203.81	1,118,443.81
15 - VEHICLE FUND	-56,173.00	-56,173.00	365,656.00	5,229.24	61,402.24
Report Surplus (Deficit):	-56,173.00	-562,413.00	177,929.38	617,433.05	1,179,846.05

ROSS VALLEY FIRE DEPARTMENT

Minutes of the Ross Valley Fire Board Meeting of May 8, 2024

Note: These are summary action minutes only. The zoom recording can be accessed by clicking [here](#). The passcode is Rvfd050824#

RVFD BOARD MEETING MINUTES

1. 6:30pm Call to order.

Board Present: Kircher, Robbins, Colbert, Burdo, Shortall, Finn, Hellman, Cutrano

Board Absents:

Staff Present: Mahoney, Zuba, Lim

Town Managers Present: Donery, Abrams

Agenda – May 8, 2024

2. Chief Report – Verbal Update by Interim Fire Chief Mahoney

Captain Rick Addicks: Chief Mahoney asked for a minute of silence for Captain David “Rick” Addicks who had been battling cancer and passed since the last Board meeting. The Memorial Service will be on May 20th at Cavallo Point and will be a full fire department service. Tonight’s Board meeting will be adjourned in Captain Addicks’ honor.

RVFD along with the Firefighters Union, activated the Marin County Behavioral Health Team and IAFF Peer Support Team. A peer support meeting was held at Station 19 a few days after Captain Addicks’ passing. An invite was extended to all RVFD personnel, as well as friends close to Captain Addicks. The Peer Support Team stayed for around four days and visited each of the RVFD fire stations on different shifts. Support from local agencies was phenomenal; they offered to cover our fire stations so RVFD personnel could participate in the peer support meeting.

Emergency Command Center Invite: Grand Opening is on June 11, 2024 from 4pm to 4:45pm. RSVP to Chief Mahoney by May 31, 2024. If you’re unable to attend, but would like to see the center, reach out to Chief Mahoney and he can take you on a tour.

Firefighter Paramedic Recruitment Update: The first round of Firefighter Paramedic interviews were not successful in finding candidates. We are starting round two with interviews scheduled for May 13, 2024. This is the first time RVFD has experienced difficulty in recruiting, so we’re looking into how we can change that. We’ve attended a couple of job fairs, have looked at a new strategy for recruitment leaning into the Department’s culture, and Engineer Hurn created a recruitment video for the Department.

Incidents Report Out: Three incidents in particular that all happened to be in Fairfax this time and were all considered “saves”.

1) Retired firefighter in cardiac arrest. CPR was performed and shocks were delivered with a defibrillator. The patient was discharged from the hospital two weeks ago.

2) 49-year old male playing with his kids went down. CPR was performed and shocks were delivered. The patient regained consciousness on the way to the hospital.

3) Fentanyl overdose - the patient was in respiratory arrest (not breathing) when crews arrived. Narcan was given and the patient was transferred to the hospital.

Thank You Letters: At the end of the Board packet there are a couple of letters. One is a letter of appreciation for Wildfire Mitigation Specialist Kathleen Cutter and Senior Fire Inspector Rob Bastianon

for their services.

Director Cutrano asked who is replacing Kathleen Cutter and if someone is filling that role. Chief Mahoney clarified that Kathleen is still in her role, but is now hired and funded through the MWPA. Chief Mahoney will send out Kathleen's new contact information to the Board.

Director Finn asked if there's a strategy to recruit more paramedics. Chief Mahoney explained that RVFD has opened up our ride along program and encourages those applying to schedule a ride along to get to know the Department and culture. Other agencies offer to pay for paramedic school and/or grant a year accrual of vacation and sick time at the time of appointment. Recruiting Firefighter Paramedics is beginning to be a big problem and the Fire Chief's are looking into it.

No public comment.

- 3. Consent Agenda: Items on the consent agenda may be removed and discussed separately. Discussion may take place at the end of the agenda. Otherwise, all items may be approved with one action.**

No public comment.

M/S Burdo/Cutrano to approve consent agenda – roll call vote, eight ayes: Kircher, Robbins, Colbert, Burdo, Shortall, Finn, Hellman, Cutrano

- 4. Review Fiscal Year 2024-2025 Proposed Budget & Five-Year Budget Projection – Finance Director Jeff Zuba**

Chief Mahoney introduced Finance Director Zuba who presented and summarized the Staff Report for the proposed budget for Fiscal Year 2024-2025.

The proposed budget is unlike previous years due to a number of factors - increased salaries and benefits based on the 2023-2025 MOU; the hiring of a Fire Chief, 40 Hour Battalion Chief, and three additional firefighters; the shift of dispatch services to MCFD; the transition of the Defensible Space team to the MWPA; increased costs that are outside the Departments control such as, Prior Authority Unfunded Liability payment to CalPERS, estimated health insurance premiums, and estimated premiums for Liability and Workers' Compensation insurance.

Director Hellman asked for clarification regarding PEPRRA. Anyone hired after 2013 falls under PEPRRA. Before that, they're CalPERS. Since Ross joined the JPA in 2012, they do not contribute to the Prior Authority (San Anselmo, Sleepy Hollow, Fairfax) and those liabilities from the pension are sticking with the other three agencies.

No public comment.

- 5. Receive Staff Report and Consider Approval of Amended and Restated Agreement for Legal Services with Richards, Watson, and Gershon. – Interim Fire Chief Mahoney**

Chief Mahoney summarized the Staff Report.

General Counsel Lim highlighted the intention of the amended and restated agreement with RWG is to get rates back up to market value and to formally make Mr. Lim RVFD's General Counsel. In terms of billing, RWG has never had a retainer agreement with RVFD and bills RVFD on an a la carte basis. In

2006, the agreement talked about rates for litigation and employment, but no rate sheet was attached. RWG feels the best practice is to be very forward and transparent and to give a rate sheet.

Director Cutrano flagged that the Exhibit A Rate Sheet was not included in the Board Packet. The agreement with the rate sheet will be brought back on the consent agenda at the June 12, 2024 Board meeting.

No public comment.

6. Announce adjournment to Closed Session: 7:18pm

Personnel Matter - Industrial Disability Retirement, update on Contract Negotiations with Chief Officers and Fire Chief and Interim Fire Chief Evaluation

No public comment.

7. Announce action in closed session, if any: 8:29pm

Item A - Resolution 24-04 was approved, delegating to the Executive Officer the authority to make an industrial disability determination for David F. Addicks.

Items B, C, and D - No reportable action. Instruction has been given to the Executive Officer.

No public comment.

8. Board requests for future agenda items, questions, and comments to staff, staff miscellaneous items.

No comment concerning this item.

No public comment.

9. Open time for Public Expression: The public is welcome to address the Board on matters not on the agenda. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to take action on any matter not on the agenda unless it determines that an emergency exists and that the need to take action arose following the posting of the agenda.

No public comment.

10. Adjourn - In memory of Captain David F. Addicks

The next meeting is scheduled for June 12, 2024, San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo, CA 94960, and via Zoom.

Respectfully submitted,
s/Samantha Stettler
Administrative Assistant

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: Execute Amended and Restated Agreement for Legal Services with Richards, Watson, and Gershon.

RECOMMENDATION

It is recommended that the Board authorize the Executive Officer to execute the Amended and Restated Agreement for Legal Services with Richards, Watson, and Gershon.

BACKGROUND

Since 2006, the firm of Richards, Watson and Gershon (RWG) has been the General Counsel for the Ross Valley Fire Department (RVFD). Beginning in June 2023, attorney David Lim became the RVFD Board of Directors (Board) primary contact for RVFD staff, including Interim Fire Chief Mahoney.

At the April 2023 Board meeting, Staff presented RWG's request to update the current agreement with RVFD. The agreement had not been updated since 2006. In general, the Board approved moving forward with the recommended changes; however, asked if Staff would follow up with RWG regarding the “automatic annual increase tied to the consumer price index (CPI) for Marin County or the greater Bay Area in an amount not to exceed 5%”. Staff was directed to bring back to the May 2024 Board meeting a final copy of the agreement for Board consideration.

At the May 2024 Board meeting, the Board discussed the contract presented and provided general support. However, it was identified that the “2024 Standard Billing Rate Sheet” was not attached to the contract. Staff was directed to bring this item back to the June 2024 Board meeting to include the rate sheet for final approval.

DISCUSSION

Staff has met with RWG to refine their proposed contract changes. Staff discussed the new contract proposal for an “automatic annual increase” (Cost-of-living adjustment) and asked if

RWG was willing to negotiate this part of the contract. RWG stated this was standard practice in the business and was firm on this proposed change. However, they were willing to add additional language to the contract, allowing for “The Executive Officer or Fire Chief to request a meet and confer with RWG prior to July 1 of each year to discuss the Cost-of-Living adjustments”. RWG indicated that while they need to remain in line with the costs of doing business, inflation, etc., they are always willing to work with the Board to provide the most cost-effective, professional services available.

Updates to the proposed contract are as follows:

- Section 3
 - Appoint David G. Lim as General Council.
 - New language added as follows: “RWG and Ross Valley Fire may appoint a different RWG attorney as General Council at any time upon execution of a signed agreement in writing.”
- Section 4
 - (a) General Attorney Services: Rate increase to \$295
 - (b) Additional Legal Services: Rate increase to \$230-475 for Additional Legal Services such as services rendered on litigation, employment, and labor matters only. The rate sheet “Exhibit A” has been attached to the new agreement. (**After reviewing past billing, the Department has never utilized the “additional legal service” rate. General Council services have met the Department's past needs*).
 - (c) Cost Of Living Adjustment: New language added as follows: “Allows a Cost-of-Living Adjustment for General Attorney Services based on the U.S. Department of Labor in its All Urban Consumers Index for the San Francisco-Oakland-San Jose area, which shall be no more than 5% per year. The Executive Officer or Fire Chief to request a meet and confer with RWG prior to July 1 of each year to discuss the Cost-of-Living adjustments.”
 - (d) Miscellaneous: New language added as follows: “RWG recognizes that Ross Valley is operating under budgetary constraints and agrees to make reasonable efforts to contain legal costs, including practicing preventative law to avoid litigation.”
- Section 9
 - New language as follows: “Upon approval of this Agreement by the Ross Valley Board of Directors, the Executive Officer or Fire Chief shall have authority to execute all requirements of this Agreement including amendments to this Agreement.”

FISCAL IMPACT

Increasing the legal services rate to \$295/hour from \$190/hour represents a 55% increase in legal services. Given that the rate has not increased since 2006, staff believes this request is fair and equitable. Staff has included this rate increase in the Fiscal Year 2024-25 Draft RVFD Budget; however, adjustments can be made based on the Board's final decision.

ATTACHMENTS

Attachment # 1 - Amended and Restated Agreement For Legal Services with Richards, Watson, and Gershon

AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into, as of June 12, 2024, between the Ross Valley Fire Department, a joint powers authority, ("Ross Valley") and Richards, Watson, and Gershon, a Professional Corporation ("RWG"). For ease of reference, Ross Valley and RWG may be referred to collectively as "the Parties" throughout this agreement.

This agreement supercedes all previous agreements entered into between the parties and is effective on the date it is executed by both parties.

Section 1. Scope of Services. Legal services shall include the following:

- a. Attendance at board meetings and other meetings upon request;
- b. Legal research and provision of legal advice to the Board of Directors, Executive Officer, Fire Chief and designated Staff;
- c. Preparation and review of resolutions and agreements, as requested; and
- d. Such other legal services as may be directed by the Board of Directors, Executive Officer or Fire Chief from time to time.

Legal services will not include matters in which RWG has a conflict of interest that precludes RWG from representing Ross Valley. If RWG has a conflict of interest or lacks specialized expertise necessary to handle a particular assignment, RWG shall, following consultation with the Executive Officer, provide Ross Valley with a recommendation to hire outside counsel.

Section 2. Term of Agreement. This Agreement shall commence on May 8, 2024 or upon execution by both parties, whichever is later, and continue thereafter until terminated in accordance with Section 6 below.

Section 3. Staffing Assignments. David G. Lim, shareholder of RWG, shall be appointed as General Counsel and shall be primarily responsible for the provision of legal services to Ross Valley, including attendance at meetings. Other RWG attorneys and legal assistants shall be utilized where appropriate to assist in conducting legal research; preparing ordinances, resolutions and agreements; provision of legal advice; and other assignments appropriate for their level of experience.

RWG and Ross Valley may appoint a different RWG attorney as General Counsel at any time upon execution of a signed agreement in writing. Such agreement shall be deemed an amendment to this Agreement, but all other terms of the Agreement shall remain the same.

Section 4. Compensation for Legal Services.

- a. **General Attorney Services.** For Attorney services, other than litigation and employment and labor matters, RWG will bill Ross Valley on an hourly basis at the rate of \$295 per hour for work performed by any attorney in the firm.

- b. **Additional Legal Services.** Services rendered on litigation and employment and labor matters will be billed at the rates of \$230-475 per hour, depending on the experience of the attorney or legal staff as noted on the “2024 Standard Billing Rate” attached as *Exhibit A*. These rates may be updated whenever RWG adjusts its standard hourly rates by written notification to the Executive Director and Fire Chief.
- c. **Cost-of-Living Adjustment.** Commencing July 1, 2025 and on each July 1 thereafter during the term of this Agreement, the rate for General Attorney Services provided in Section 4(a) shall be subject to a Cost-of-Living Adjustment as defined by this Subsection (c). The Cost-of-Living Adjustment shall be the changed in the cost of living for the twelve (12) month period published for the most recent calendar year as shown by the U.S. Department of Labor in its All Urban Consumers Index for the San Francisco-Oakland-San Jose Area. Such adjustment shall never be lower than zero percent (0%) nor more than five percent (5%). The Executive Director or Fire Chief shall retain the right to request a meet and confer with RWG prior to July 1 of each year to discuss the Cost-of-Living Adjustment.
- d. **Miscellaneous.** RWG recognizes that Ross Valley is operating under budgetary constraints and agrees to make reasonable efforts to contain legal costs, including practicing preventative law to avoid unnecessary litigation.

Section 5. Monthly Billings; Expense Reimbursements. RWG shall bill Ross Valley on a monthly basis. Each bill shall indicate the date of the work done, the work that was accomplished, the attorney or paralegal who performed the work, and the fee for the work. Reimbursable expenses which are generally chargeable to a client shall be separately itemized including: 1) a long distance telephone service, 2) outgoing facsimile charges, 3) extraordinary operating expenses such as messenger services, overnight mail charges, copying costs and cost recovery matters and computer-assisted research, 4) necessary travel and subsistence expenses, 5) court costs, including filing fees, witness fees, and deposition and discovery costs not paid directly by Ross Valley. In addition, RWG will waive its normal mileage expense, except for travel to court appearances or destinations other than Ross Valley offices. RWG will charge for attorney travel time to or from Ross Valley office only (i) one way and (ii) when, due to the scheduling of the meeting at Ross Valley, the attorney must come from or return to the San Francisco office before or after the meeting as, the case may be.

Ross Valley shall promptly review RWG's monthly statements. Following approval of monthly statements, Ross Valley shall compensate RWG for services rendered and expenses incurred at the rates and in the amounts provided in this Agreement on a monthly basis.

Section 6. Amendment; Termination. This Agreement may be amended from time to time by written agreement of Ross Valley and RWG. This Agreement may be terminated by Ross Valley at any time upon written notice to RWG and by RWG upon thirty (30) days' written notice to Ross Valley. In the event of termination, Ross Valley shall be responsible only for fees and costs incurred through the effective date of the termination.

Section 7. Retention of Other Counsel, Specialists or Experts. RWG will not retain or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without prior approval of the Executive Officer or Fire Chief.

Section 8. Professional Liability Coverage. During the term of this Agreement, RWG shall at all times maintain insurance coverage for professional liability. A copy of proof of coverage shall be provided to Ross Valley upon request.

Section 9. Execution of Agreement. Upon approval of this Agreement by the Ross Valley Board of Directors, the Executive Director or Fire Chief shall have authority to execute all requirements of this Agreement including amendments to this Agreement.

ROSS VALLEY FIRE SERVICE

RICHARDS, WATSON, AND GERSHON.

Date: _____

Date: _____

By: _____

By: _____

EXHIBIT A

**RICHARDS,WATSON & GERSHON
2024 STANDARD BILLING RATE**

	YEARS OF PRACTICE	HOURLY RATE
SHAREHOLDERS	20+	\$490 - \$600
SHAREHOLDERS	15+	\$475
SHAREHOLDERS	10+	\$460
SHAREHOLDERS	7+	\$450
SR. ATTORNEYS	20+	\$460 - \$550
SR. ATTORNEYS	15+	\$475
SR. ATTORNEYS	10+	\$460
SR. ATTORNEYS	7+	\$450
ASSOCIATES	6+	\$385
ASSOCIATES	5+	\$370
ASSOCIATES	4+	\$350
ASSOCIATES	3+	\$340
ASSOCIATES	2+	\$330
ASSOCIATES	1+	\$310
ASSOCIATES	1-	\$295
LAW CLERKS		\$240
PARALEGALS		\$230

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: 3-Month Extension to Lease Agreement with Ross Valley Paramedic Authority

RECOMMENDATION

It is recommended that the Board authorize the Executive Officer to execute the First Amendment to the Lease Agreement with the Ross Valley Paramedic Authority for a portion of Fire Station 18 located at 33 Sir Francis Drake Blvd. in the Ross Civic Center.

BACKGROUND AND DISCUSSION

For over forty years, the Ross Valley Paramedic Authority (RVPA) has leased space at the Ross fire station (Station 18) consisting of sleeping areas, bathrooms, office space, an engine bay, and a storage room. The RVPA typically caps its contracts/leases at four years because its main funding source, a parcel tax, is approved by the Ross Valley voters for a four-year term. The current Lease Agreement (Attachment #1) has a four-year term that terminates on June 30, 2024. The annual rent in Fiscal Year 2023-24 is \$33,000. Any party may terminate the lease prior to the expiration of the term by written notice to the other party 180 days in advance of the termination date.

The lease is a three-party agreement between the Town of Ross (Landlord), RVPA (Tenant), and the Ross Valley Fire Department (Third Party Beneficiary). The reason the Ross Valley Fire Department (RVFD) is part of the Lease Agreement is because of the terms of the RVFD Joint Powers Agreement (JPA), First Amendment (July 1, 2012) between the four JPA members that specifies that RVFD shall receive the RVPA rent payments and assume all costs and liabilities associated with the rental agreement. The current lease states that the Town can direct RVPA to send rent payments to the Town with written notification.

Landlord and Tenant have determined that it may be a benefit to the community to construct a new paramedic facility that includes separate ambulance bays for Tenant in the Town of Ross. Recognizing that such a project will require a lengthy period of time to analyze, the parties desire to extend the term of the Lease for three months commencing July 1, 2024.

FISCAL IMPACT

Based on the 3-month extension agreement, the Department will receive \$8,359.92 in revenue. This is already accounted for in the FY 24/25 Budget.

ATTACHMENTS

Attachment #1 – Current Lease Agreement between RVPA, RVFD, and the Town of Ross.

Attachment #2 – First Amendment to the Current Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease"), effective July 1, 2020, is made by and between the Town of Ross ("Landlord"), the Ross Valley Paramedic Authority, a joint powers agency of the State of California ("Tenant"), and the Ross Valley Fire Department, a Joint Powers Authority of the State of California ("Third Party Beneficiary"), (collectively, the "Parties").

RECITALS

A. Tenant previously leased from Third Party Beneficiary a certain portion of the space, consisting of sleeping areas with bathroom, office space, engine bay and storage room ("the Premises"), within the Ross Valley Fire Department, Station 18, located at 33 Sir Francis Drake Boulevard, Ross, California.

B. The four-year term of the current lease agreement between Tenant and Third-Party Beneficiary ended on June 30, 2019.

C. The Parties have agreed to enter into a new lease agreement for the Premises for an additional four (4) year term, with the annual rent increase of two-and-a-half percent (2.5%) per year.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Premises.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord on the terms and conditions set forth herein.

2. **Term.** The term of this Lease shall commence on July 1, 2020 ("Lease Commencement Date"), and end on June 30, 2024, unless terminated earlier as set forth herein.

3. **Rent.** The annual rent for the first year of the term (July 1, 2020 through June 30, 2021) shall be \$31,052.08. The annual rent shall increase at the beginning of each fiscal year ("FY") thereafter, effective July 1, by an amount equal to two-and-a-half percent (2.5%) of the prior year's rent (\$31,828.38 for FY 2021-2022, \$32,624.09 for FY 2022-2023, and \$33,439.69 for FY 2023-2024). In each fiscal year, the annual rent shall be due by August 1. Per the Joint Powers Authority agreement between the Landlord and the Third-Party Beneficiary, the lease payment will be made from Tenant direct to the Third-Party Beneficiary, unless otherwise notified by the Landlord in writing.

4. **Use.** The Premises are to be used for storage and maintenance of a paramedic vehicle and for related storage, office use and personnel housing. Landlord covenants that so long as Tenant pays the rent and performs the covenants hereof,

Tenant shall peaceably and quietly have, hold, and enjoy the Premises subject to the provisions of this Lease.

5. **Termination.** Landlord, Tenant or Third-Party Beneficiary may terminate this Lease prior to expiration of the term by written notice to the other party 180 days in advance of the termination date. Upon the expiration or earlier termination of the Lease as provided herein, Tenant shall vacate and remove all personal property from the Premises and return possession of the Premises to Landlord in the condition existing on the Lease Commencement Date, reasonable wear and tear excepted.

6. **Maintenance.** Tenant shall take good care of the Premises and shall surrender the Premises at the termination of this Lease in as good condition as the beginning of the term, excepting reasonable wear and tear, or other cause not due to misuse or neglect by the Tenant or its employees. Tenant shall use the Premises in conformance with all applicable laws, orders, and regulations.

7. **Repair.** Landlord shall make all necessary repairs to the Premises at Landlord's sole expense except for repairs made necessary by misuse or neglect by Tenant or Tenant's employees.

8. **Alterations.** Tenant shall not make any alterations, additions, or improvements in, to, or about the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed.

9. **Assignment or Subletting.** Tenant shall not assign or sublet this Lease, in whole or in part, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

10. **Utilities.** Landlord shall furnish all utilities to the Premises at Landlord's sole expense except Tenant's telephone service, which shall be Tenant's sole responsibility.

11. **Damage or Destruction.** If the Premises are damaged by fire or any other cause to such an extent that the Premises are no longer usable for the purposes for which it was leased, Tenant may give Landlord a written notice of election to terminate the Lease, and termination of the Lease shall be effective immediately upon giving such notice.

12. **Condemnation.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking.

13. **Waiver.** The failure of either party to insist on strict performance of a covenant or condition or to exercise any option contained in this Lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

14. **Indemnification, Hold Harmless, and Duty to Defend.** Tenant shall defend, indemnify, and hold Landlord, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent or reckless acts or omissions or willful misconduct of Tenant, its employees, or its agents in connection with Tenant's use of the Premises, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the negligence or willful misconduct of any Indemnitees. With respect to its duty to defend pursuant to this Section, Tenant shall defend Indemnitees at Tenant's own cost, expense and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees, except to the extent such judgment, award, or decree is based upon the negligence or willful misconduct of any Indemnitees. Tenant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Tenant, Landlord, its directors, officials, officers, employees, agents or volunteers. All duties of Tenant under this Section shall survive termination of this Agreement.

15. **Insurance.** Tenant shall procure and maintain for the duration of this Lease insurance against claims for injuries to person or damage to property which may arise from or in connection with Tenants' activities on the Premises. Specifically, Tenant shall maintain the following minimum scope and limits of insurance:

A. Commercial General Liability coverage with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

16. **Entire Agreement; Severability.** This Lease shall constitute the entire agreement between the parties with respect to the Premises, and may be modified only by a duly authorized writing signed by both Parties. If any provision of this Lease, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Lease shall remain in full force and effect.

17. **Notice.** Notices by the Parties to the other Parties shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a post-paid envelope addressed, if to Landlord, to 31 Sir Francis Drake Boulevard, Ross, California; if to Tenant, to P.O. Box 518, Woodacre,

California; if to Third Party Beneficiary, to 777 San Anselmo Ave., San Anselmo, California.

18. **Attorney Fees.** In any action or proceeding by any of the parties to enforce this Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs incurred.

19. **Successors and Assigns.** The provisions of this Lease shall apply to and bind the heirs, successors and assigns of the parties.

20. **Compliance with Applicable Law.** Tenant, at its expense, shall comply with all statutes, ordinances and governmental rules and regulations applicable to Tenant and/or the Premises.

20. **Governing Law and Venue.** This Lease shall be governed by California law and venue shall be in the Superior Court in the County of Marin, and no other place.

21. **Headings.** The titles or heading to sections in this Lease shall have no effect on interpretation of its provisions.

22. **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Lease is legally binding on that party.

The Parties have executed this Lease as witnessed by their signatures below.

LANDLORD:

Town of Ross

s/ 

Joe Chin Town Manager
Name/Title

Date: 2/9/21

TENANT:

Ross Valley Paramedic Authority

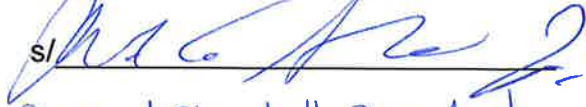
s/ 

Bruce Corbet Chairman
Name/Title

Date: 12-3-2020

THIRD PARTY BENEFICIARY

Ross Valley Fire Department

s/ 

Richard Skortall, President
Name/Title

Date: 10/23/2020

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“**Amendment**”) is made and entered into effective as of **May 2, 2024**, by and between the Town of Ross, a California municipal corporation (“**Landlord**”), Ross Valley Paramedic Authority, a joint powers agency of the State of California (“**Tenant**”), and the Ross Valley Fire Department a joint powers authority of the State of California (“**Third Party Beneficiary**”). Landlord, Tenant and Third-Party Beneficiary are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Landlord, Tenant and Third-Party Beneficiary are parties to that certain Lease Agreement dated July 1, 2020 (“**Lease**”), pursuant to which Landlord leased to Tenant a portion of the Ross Valley Fire Department, Station 18, located at 33 Sir Francis Drake Boulevard, Ross, California, consisting of sleeping areas, bathroom, office space, engine bay and storage room (“**Premises**”). The Lease is scheduled to expire on June 30, 2024.

B. Landlord and Tenant have determined that it may be a benefit to the community to construct a new paramedic facility that includes separate ambulance bays for Tenant in the Town of Ross. Recognizing that such a project will require a lengthy period of time to analyze, the Parties desire to extend the term of the Lease.

C. Accordingly, subject to the other terms and conditions described herein, the Parties desire to extend the Lease term for three months commencing July 1, 2024.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Term. The term of the Lease shall be extended for a period of three months, such that the extended term commences on July 1, 2024 (“**Extension Commencement Date**”) and continues until September 30, 2024 (“**Extension Term**”).

2. Rent. During the Extension Term, the annual rent shall remain the same as the rent in effect on June 30, 2024. Pursuant to the Joint Powers Authority agreement between Landlord and Third-Party Beneficiary, the annual rent and all other sum due from Tenant under this Lease shall be paid by Tenant to Third Party Beneficiary, unless otherwise directed in writing by Landlord.

3. Lease. Except as modified by this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

4. Nothing in this amendment shall be interpreted to bind or commit any Party to the approval, construction, or use of any particular improvements including, but not limited to, paramedic facilities or ambulance bays.

4. Counterparts. This Amendment may be executed in counterparts and/or by

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electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Lease effective as of the date first written above.

LANDLORD:

Town of Ross, a California municipal corporation

By: _____

Name: _____
Town Manager

TENANT:

Ross Valley Paramedic Authority, a joint powers authority of the State of California

By: _____


Name: Jason Weber

Title: Fire Chief

THIRD PARTY BENEFICIARY

Ross Valley Fire Department, a joint powers authority of the State of California

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____
Town Attorney

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief
Jeff Zuba, Finance Director

Subject: Fiscal Year 2024-2025 Budget

RECOMMENDATION

That the Board approve Resolution 24-05 a resolution adopting the Ross Valley Fire Department budget for the fiscal year commencing July 1, 2024.

DISCUSSION/ANALYSIS

The JPA requires, no later than June 1st of each year that the Executive Officer and the Fire Chief recommend to the Board a budget for the ensuing fiscal year. No, later than June 15th of each year, the Board shall adopt a budget for the ensuing year.

As part of this year's budget document, we have included a summary page for the General Fund and all other funds. These summary pages include revenues, expenditures, as well as beginning and ending fund balances.

At the meeting of May 8, 2024, the Board reviewed and conducted a public hearing on the 2024-2025 Proposed budget presented by staff.

The Board has directed staff to proceed with adopting the Budget. Since the proposed budget was presented in May, a few minor adjustments have been made. The Department received updated information on workers' compensation insurance premiums and completed a Government Accounting Standards Board (GASB) 75 study on Other Post Employment Benefits. As a result of this new information, the overall proposed expenditures have been reduced by \$2,524.

FISCAL IMPACT

The total proposed General Fund operating budget for FY 2024-2025 is \$14,907,472, including \$14,530,846 for the General Fund and a fund transfer of \$376,626 for the Vehicle/SCBA Fund. The Operating Budget is funded by member contributions of \$3,310,424 from Fairfax, \$2,826,207 from Ross, \$5,758,752 from San Anselmo, and \$1,818,595 from Sleepy Hollow. Outside revenues are estimated at \$1,193,494. Member contributions increase include \$413,899 for Fairfax, \$326,309 for Ross, \$720,029 for San Anselmo, and \$227,377 for Sleepy Hollow.

The estimated total beginning fund balance for FY 2024-2025 is \$3,471,827 of which \$283,020 is Apparatus Replacement, \$2,761,805 is Unassigned, \$200,593 is Compensated Absences, \$106,409 is Technology, \$120,000 is Breathing Apparatus.

The estimated ending fund balance is \$3,338,925 of which \$150,118 is Apparatus Replacement, \$2,761,805 is Unassigned, \$200,593 is Compensated Absences, \$106,409 is Technology, and \$120,000 is Breathing Apparatus.

ATTACHMENTS

Attachment #1 – FY 2024-25 Budget

Attachment #2 – Resolution 24-05

Ross Valley Fire Department - 2024-2025 Proposed Budget Summary

	2023-2024 Adopted Budget	2023-2024 Revised Budget	2023-2024 Estimated Actual	2024-2025 Proposed Budget	Change
Fund: 01 - GENERAL FUND					
Beginning Fund Balance	3,587,993	3,587,993	3,587,993	3,068,807	
Revenue					
00 - UNDESIGNATED	13,537,798	13,894,101	13,894,101	14,907,472	1,369,674
Expense					
00 - UNDESIGNATED	12,048,864	12,442,759	12,442,759	13,148,898	1,100,034
05 - ADMINISTRATION	319,142	319,142	319,142	374,554	55,412
10 - OPERATIONS	653,689	1,135,283	1,135,283	838,494	184,805
14 - FACILITIES	296,521	296,521	296,521	319,503	22,982
15 - COMMUNITY RISK REDUCTION	14,216	14,216	14,216	14,496	280
25 - FLEET	205,366	205,366	205,366	211,527	6,161
Total Expense	13,537,798	14,413,287	14,413,287	14,907,472	1,369,674
Ending Fund Balance	3,587,993	3,068,807	3,068,807	3,068,807	
Fund: 15 - APPARATUS FUND/SCBA					
Beginning Fund Balance	459,193	459,193	459,193	403,020	
Revenue					
00 - UNDESIGNATED	365,656	365,656	365,656	376,626	10,970
Expense					
00 - UNDESIGNATED	421,829	421,829	421,829	509,528	87,699
Ending Fund Balance	403,020	403,020	403,020	270,118	
Beginning Fund Balance - All Funds	4,047,186	4,047,186	4,047,186	3,471,827	
Total Revenue - All Funds	13,903,454	14,259,757	14,259,757	15,284,098	1,380,644
Total Expense - All Funds	13,959,627	14,835,116	14,835,116	15,417,000	1,457,373
Surplus/(Deficit)	(56,173)	(575,359)	(575,359)	(132,902)	
Ending Fund Balance - All Funds	3,991,013	3,471,827	3,471,827	3,338,925	
Fund Balances	2023-2024	2023-2024	2023-2024	2024-2025	
Nonspendable	28,300	28,300	28,300	-	
Compensated Absences	200,593	200,593	200,593	200,593	
Technology	106,409	106,409	106,409	106,409	
Apparatus Replacement	339,193	339,193	283,020	150,118	
Breathing Apparatus	120,000	120,000	120,000	120,000	
Prior Authority OPEB	-	-	-	-	
Unassigned	3,252,691	3,252,691	2,733,505	2,761,805	
Total	4,047,186	4,047,186	3,471,827	3,338,925	

Ross Valley Fire Department - 2024-2025 Proposed Budget

	2023-2024 Adopted Budget	2023-2024 Revised Budget	2023-2024 Estimated Actual	2024-2025 Proposed Budget	Change	
Fund: 01 - GENERAL FUND						
Revenue						
Department: 00 - UNDESIGNATED						
01.00.47501.00	FAIRFAX	2,407,212	2,407,212	2,407,212	2,729,988	322,776 13.41%
01.00.47502.00	ROSS	2,414,444	2,414,444	2,414,444	2,738,189	323,745 13.41%
01.00.47503.00	SAN ANSELMO	4,187,309	4,187,309	4,187,309	4,748,772	561,463 13.41%
01.00.47504.00	SLEEPY HOLLOW	1,322,417	1,322,417	1,322,417	1,499,736	177,319 13.41%
01.00.47507.00	PRIOR AUTHORITY RETIREE HEALTH	51,519	51,519	51,519	80,000	28,481 55.28%
01.00.47510.00	PRIOR AUTHORITY RETIREMENT	1,277,806	1,277,806	1,277,806	1,540,667	262,861 20.57%
01.00.49504.00	RVPA REIMBURSEMENT MEDIC PROGRAM	306,093	306,093	306,093	317,511	11,418 3.73%
01.00.49501.00	COUNTY OF MARIN	258,021	258,021	258,021	266,875	8,854 3.43%
01.00.49502.00	OES REIMBURSEMENT OUT OF COUNTY	-	356,303	356,303	-	-
01.00.49506.00	RVPA RENTAL	33,440	33,440	33,440	8,360	(25,080) -75.00%
01.00.49507.00	LAIF INTEREST	20,000	20,000	20,000	25,000	5,000 25.00%
01.00.49509.00	RVPA EMS TRAINING/SUPPLY REIMB.	47,290	47,290	47,290	47,290	-
01.00.49510.00	PLAN CHECKING FEES	280,000	280,000	280,000	285,000	5,000 1.79%
01.00.49511.00	RE-SALE INSPECTION FEES	50,000	50,000	50,000	50,000	-
01.00.49512.00	MISCELLANEOUS INCOME	10,000	10,000	10,000	10,000	-
01.00.49513.00	WORKERS COMP REIMBURSEMENT	-	-	-	-	-
01.00.49519.00	FEMA GRANT REIMBURSEMENT	-	-	-	-	-
01.00.49517.00	DISASTER COORDINATOR REIMBURSEMENT	93,241	93,241	93,241	96,740	3,499 3.75%
01.00.49518.00	DEFENSIBLE SPACE LEAD REIMBURSEMENT	327,410	327,410	327,410	-	(327,410) -100.00%
01.00.49519.00	FEMA MUTUAL AID REIMBURSEMENT	-	-	-	-	-
01.00.49523.00	APPARATUS REPLACEMENT	365,656	365,656	365,656	376,626	10,970 3.00%
01.00.49524.00	TECHNOLOGY FEES	25,940	25,940	25,940	26,718	778 3.00%
01.00.49525.00	TRAINING REIMBURSEMENT	-	-	-	-	-
01.00.49526.18	STATION MAINT REVENUE #18	15,000	15,000	15,000	15,000	-
01.00.49526.19	STATION MAINT REVENUE #19	15,000	15,000	15,000	15,000	-
01.00.49526.20	STATION MAINT REVENUE #20	15,000	15,000	15,000	15,000	-
01.00.49526.21	STATION MAINT REVENUE #21	15,000	15,000	15,000	15,000	-
01.00.49527.00	MWPA Defensible Space	-	-	-	-	-
01.00.49528.00	MWPA Local Funds	-	-	-	-	-
	Total Revenue	13,537,798	13,894,101	13,894,101	14,907,472	1,369,674
Expense						
Department: 00 - UNDESIGNATED						
01.00.60000.00	REGULAR SALARIES	5,448,296	5,627,097	5,627,097	5,698,118	249,822 4.59%
01.00.60010.00	TEMPORARY HIRE	17,389	17,389	17,389	17,389	-
01.00.60020.00	MINIMUM STAFFING	795,960	795,960	795,960	831,694	35,734 4.49%
01.00.60021.00	HOURLY OVERTIME	102,354	102,354	102,354	106,448	4,094 4.00%
01.00.60024.00	SHIFT DIFFERENTIAL OT	23,411	23,411	23,411	24,113	702 3.00%
01.00.60025.00	OT OES RESPONSE	-	215,094	215,094	-	-
01.00.60026.00	OT TRAINING	70,576	70,576	70,576	80,576	10,000 14.17%
01.00.60027.00	HOLIDAY	224,083	224,083	224,083	247,176	23,093 10.31%
01.00.60028.00	PARAMEDIC TRAINING OVERTIME	24,274	24,274	24,274	37,177	12,903 53.16%
01.00.60029.00	FLSA O/T	108,747	108,747	108,747	121,432	12,685 11.66%
01.00.60030.00	S/L BUY BACK	4,000	4,000	4,000	4,000	-
01.00.60035.00	RETIRED S/L COMPENSATION	50,000	50,000	50,000	50,000	-
01.00.60039.00	EXECUTIVE OFFICER	3,600	3,600	3,600	3,600	-
01.00.60040.00	BOARD MEMBER STIPEND	8,000	8,000	8,000	8,000	-
01.00.60100.00	RETIREMENT	1,107,304	1,107,304	1,107,304	1,290,541	183,237 16.55%
01.00.60100.00	PRIOR AUTHORITY RETIREMENT	1,277,806	1,277,806	1,277,806	1,540,667	262,861 20.57%
01.00.60200.00	CAFETERIA HEALTH PLAN	940,000	940,000	940,000	1,085,000	145,000 15.43%
01.00.60210.00	RETIREE HEALTH SAVINGS MATCH	39,793	39,793	39,793	43,641	3,848 9.67%
01.00.60215.00	WORKERS' COMPENSATION INSURANCE	487,535	487,535	487,535	548,561	61,026 12.52%
01.00.60220.00	PAYROLL TAXES	97,205	97,205	97,205	108,331	11,126 11.45%
01.00.60221.00	HOUSING ALLOWANCE	-	-	-	-	#DIV/0!
01.00.60223.00	UNIFORM REIMBURSEMENT	26,640	26,640	26,640	28,080	1,440 5.41%
01.00.60225.00	EDUCATION REIMBURSEMENT	122,512	122,512	122,512	139,341	16,829 13.74%
01.00.60231.00	RETIRES' HEALTH INSURANCE	605,890	605,890	605,890	638,423	32,533 5.37%
01.00.61115.00	LIABILITY INSURANCE	71,322	71,322	71,322	78,454	7,132 10.00%
01.00.62999.00	CONTINGENCY	26,510	26,510	26,510	41,510	15,000 56.58%
01.00.67099.00	TRANSFERS OUT - APPARATUS	365,656	365,656	365,656	376,626	10,970 3.00%
	Total Undesignated	12,048,864	12,442,759	12,442,759	13,148,898	1,100,034

Ross Valley Fire Department - 2024-2025 Proposed Budget

		2023-2024	2023-2024	2023-2024	2024-2025		
		Adopted Budget	Revised Budget	Estimated Actual	Proposed Budget	Change	
Department: 05 - ADMINISTRATION							
01.05.61103.00	AUDIT & BOOKKEEPING SERVICES	32,575	32,575	32,575	33,552	977	3.00%
01.05.61105.00	OTHER CONTRACT SERVICES	64,684	64,684	64,684	73,625	8,941	13.82%
01.05.61106.00	CONTRACT SERVICES - MCFD	-	-	-	-	-	#DIV/0!
01.05.61107.00	ATTORNEY/LEGAL FEES	11,256	11,256	11,256	18,000	6,744	59.91%
01.05.61112.00	PERS ADMINISTRATIVE FEE	2,900	2,900	2,900	2,900	-	0.00%
01.05.61120.00	CONTRACT SERVICES-SAN ANSELMO	92,772	92,772	92,772	95,555	2,783	3.00%
01.05.61121.00	COMPUTER SOFTWARE/SUPPORT	35,593	35,593	35,593	36,661	1,068	3.00%
01.05.61122.00	WEB PAGE DESIGN AND MAINTENANCE	8,699	8,699	8,699	8,960	261	3.00%
01.05.61127.00	HEALTH AND WELLNESS	28,325	28,325	28,325	58,991	30,666	108.26%
01.05.61129.00	HIRING EXPENSES	12,731	12,731	12,731	16,000	3,269	25.68%
01.05.61300.00	PUBLICATIONS AND DUES	9,866	9,866	9,866	10,162	296	3.00%
01.05.62000.00	OFFICE SUPPLIES	5,100	5,100	5,100	5,100	-	0.00%
01.05.62003.00	POSTAGE	1,115	1,115	1,115	1,115	-	0.00%
01.05.62200.00	GENERAL DEPARTMENT SUPPLIES	13,526	13,526	13,526	13,932	406	3.00%
Total Administration		319,142	319,142	319,142	374,554	55,412	
Department: 10 - OPERATIONS							
01.10.60060.01	VOLUNTEER SHIFT PAY/DRILLS	-	-	-	-	-	#DIV/0!
01.10.60064.01	VOLUNTEER LENGTH OF SERVICE	-	-	-	-	-	#DIV/0!
01.10.60065.02	EXPLORER POST	9,270	9,270	9,270	9,548	278	3.00%
01.10.60220.01	PAYROLL TAXES	-	-	-	-	-	#DIV/0!
01.10.61000.00	TRAINING AND EDUCATION	43,260	43,260	43,260	48,260	5,000	11.56%
01.10.61100.00	DISPATCH	252,000	733,594	733,594	386,830	134,830	53.50%
01.10.61101.00	RADIO REPAIR	5,150	5,150	5,150	5,305	155	3.00%
01.10.61102.00	HAZARDOUS MATERIAL REMOVAL	1,030	1,030	1,030	1,030	-	0.00%
01.10.61108.00	HAZARDOUS MATERIAL CONTRACT	9,840	9,840	9,840	10,332	492	5.00%
01.10.61110.00	MERA OPERATING EXPENSE	107,339	107,339	107,339	107,339	-	0.00%
01.10.61410.00	EQUIPMENT MAINTENANCE	12,257	12,257	12,257	12,625	368	3.00%
01.10.62203.00	EMERGENCY RESPONSE SUPPLIES	4,478	4,478	4,478	4,612	134	3.00%
01.10.62204.00	PARAMEDIC RESPONSE SUPPLIES	40,000	40,000	40,000	41,200	1,200	3.00%
01.10.62210.00	BREATHING APPARATUS	7,107	7,107	7,107	7,320	213	3.00%
01.10.62211.00	BREATHING APPARATUS-CONTRACT	7,532	7,532	7,532	7,758	226	3.01%
01.10.62213.00	PROTECTIVE CLOTHING	39,396	39,396	39,396	40,548	1,152	2.92%
01.10.63131.00	EQUIPMENT	40,000	40,000	40,000	41,200	1,200	3.00%
01.10.63140.00	HYDRANTS	28,428	28,428	28,428	41,281	12,853	45.21%
01.10.63150.00	COMMUNICATIONS EQUIPMENT	22,279	22,279	22,279	22,947	668	3.00%
01.10.63160.00	TURNOUTS	24,323	24,323	24,323	50,359	26,036	107.04%
Total Operations		653,689	1,135,283	1,135,283	838,494	184,805	
Department: 14 - FACILITIES							
01.14.61500.00	BUILDING MAINTENANCE AND LANDSCAPING	18,500	18,500	18,500	18,500	-	0.00%
01.14.61500.18	BUILDING MAINTENANCE STATION 18	15,000	15,000	15,000	15,000	-	-
01.14.61500.19	BUILDING MAINTENANCE STATION 19	15,000	15,000	15,000	15,000	-	-
01.14.61500.20	BUILDING MAINTENANCE STATION 20	15,000	15,000	15,000	15,000	-	-
01.14.61500.21	BUILDING MAINTENANCE STATION 21	15,000	15,000	15,000	15,000	-	-
01.14.61702.00	GAS AND ELECTRIC	55,000	55,000	55,000	67,500	12,500	22.73%
01.14.61703.00	WATER	8,900	8,900	8,900	11,750	2,850	32.02%
01.14.61704.00	SEWER	4,000	4,000	4,000	4,532	532	13.30%
01.14.61705.00	TELEPHONE	82,253	82,253	82,253	84,721	2,468	3.00%
01.14.62206.00	JANITORIAL MAINTENANCE SUPPLIES	10,300	10,300	10,300	10,609	309	3.00%
01.14.62501.00	FURNISHINGS	8,487	8,487	8,487	8,487	-	0.00%
01.14.63040.00	APPLIANCES	5,150	5,150	5,150	5,150	-	0.00%
01.14.63041.00	OFFICE EQUIPMENT	10,300	10,300	10,300	10,609	309	3.00%
01.14.63042.00	EXERCISE EQUIPMENT	10,609	10,609	10,609	10,927	318	3.00%
01.14.63044.00	TECHNOLOGY PURCHASES	23,022	23,022	23,022	26,718	3,696	16.05%
Total Facilities		296,521	296,521	296,521	319,503	22,982	

Ross Valley Fire Department - 2024-2025 Proposed Budget

		2023-2024	2023-2024	2023-2024	2024-2025		
		Adopted Budget	Revised Budget	Estimated Actual	Proposed Budget	Change	
Department: 15 - COMMUNITY RISK REDUCTION							
01.15.61131.00	FIRE PREVENTION	4,880	4,880	4,880	4,880	-	0.00%
01.15.62220.00	COMMUNITY EDUCATION & PREP.	9,336	9,336	9,336	9,616	280	3.00%
Total Community Risk Reduction		14,216	14,216	14,216	14,496	280	
Department: 25 - FLEET							
01.25.61411.00	BURN TRAILER MAINTENANCE	9,866	9,866	9,866	10,162	296	3.00%
01.25.61600.00	FLEET MAINTENANCE/REPAIRS	120,500	120,500	120,500	124,115	3,615	3.00%
01.25.61601.00	VEHICLE LEASE	-	-	-	-	-	
01.25.62988.00	FUEL	57,500	57,500	57,500	59,225	1,725	3.00%
01.25.62989.00	FLEET PARTS	17,500	17,500	17,500	18,025	525	3.00%
Total Fleet		205,366	205,366	205,366	211,527	6,161	
Total Expenses		13,537,798	14,413,287	14,413,287	14,907,472	1,369,674	
Fund: 15 - VEHICLE FUND / SCBA							
Revenue							
Department: 00 - UNDESIGNATED							
15.00.49512.00	PROCEED OF SALES	-	-	-	-	-	
15.00.51999.00	TRANSFERS IN	365,656	365,656	365,656	376,626	10,970	
Total Revenue		365,656	365,656	365,656	376,626	10,970	
Expense							
Department: 00 - UNDESIGNATED							
15.00.63154.00	VEHICLE PURCHASE	98,000	98,000	98,000	340,411	242,411	247.36%
15.00.64010.00	FIRE ENGINE LEASE PAYMENT - PRINCIPAL	308,919	308,919	308,919	169,117	(139,802)	-45.26%
15.00.64110.00	FIRE ENGINE LEASE PAYMENT - INTEREST	14,910	14,910	14,910	-	(14,910)	-100.00%
Total Expenses		421,829	421,829	421,829	509,528	87,699	

ROSS VALLEY FIRE DEPARTMENT
2024-2025

Fire Service Cost by Agency

CURRENT AUTHORITY						2023/2024	
	San Anselmo	Fairfax	Sleepy Hollow	Ross	Total		
Base Contribution	4,748,772	2,729,988	1,499,736	2,738,189	11,716,685	10,331,382	13.41%
Vehicle Replacement Fund	152,646	87,754	48,208	88,017	376,626	365,656	3.00%
Total Current Authority	4,901,419	2,817,741	1,547,944	2,826,207	12,093,311	10,697,038	13.05%
Prior Year Current Authority	4,335,509	2,492,410	1,369,221	2,499,898	10,697,038		
% Change	13.05%	13.05%	13.05%	13.05%			

PRIOR AUTHORITY						2023/2024	
Retirement Unfunded Liability	815,013	468,363	257,291		1,540,667	1,277,806	20.57%
OPEB Prior Liability	42,320	24,320	13,360		80,000	51,520	55.28%
Total Prior Authority	857,333	492,683	270,651		1,620,667	1,329,326	21.92%
Prior Year Prior Authority	703,213	404,115	221,998		1,329,326		
% Change	21.92%	21.92%	21.92%				

Total 2024-2025 Contribution	5,758,752	3,310,424	1,818,595	2,826,207	13,713,978	12,026,364	14.03%
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2023-2024 contribution	5,038,723	2,896,525	1,591,218	2,499,898	12,026,364		
Change	720,029	413,899	227,377	326,309	1,687,614		
	14.29%	14.29%	14.29%	13.05%			

ROSS VALLEY FIRE DEPARTMENT

RESOLUTION 24-05

**A RESOLUTION OF THE ROSS VALLEY FIRE DEPARTMENT BOARD OF DIRECTORS
REVISING THE BUDGET FOR THE ROSS VALLEY FIRE DEPARTMENT
FOR THE FISCAL YEAR COMMENCING
JULY 1, 2024**

BE IT RESOLVED that the revised budget of the Ross Valley Fire Department for the fiscal year commencing July 1, 2024, is hereby adopted, and consists of the following appropriations:

General Fund budget includes the following:

Est. Beginning Fund Balance: \$3,471,827

Revenues:

Town of Fairfax	\$3,310,424
Town of Ross	\$2,826,207
Town of San Anselmo	\$5,758,752
Sleepy Hollow FPD	\$1,818,595
Outside Sources	\$1,193,494
Total:	\$14,907,472

Expenditures:

Salaries and Benefits	\$12,661,856
Services and Supplies	\$1,618,289
Capital Outlay	\$209,191
Contingency	\$41,510
Transfer Out	\$376,626
Total:	\$14,907,472

Est. Ending Fund Balances:

Assigned Compensated Absences	\$200,593
Restricted Technology	\$106,409
Unassigned	\$2,761,805

Vehicle /SCBA Fund

Est. Beginning Fund Balance	\$403,020
Transfer – in: General Fund	\$376,626
Expenditures:	
Debt Payment	\$169,117
Vehicle Purchase	\$340,411
	\$509,528
Est. Ending Fund Balance:	<u>\$270,118</u>
Apparatus Replacement	\$150,118
Breathing Apparatus	\$120,000

I do hereby certify that the above Resolution 24-05 is a true and correct copy as passed by the Ross Valley Fire Board on June 12, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Thomas Finn, Board President

Attest:

Samantha Stettler, Administrative Assistant

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the Meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: Side Letter With the International Association Of Fire Fighters Local 1775 and the Ross Valley Fire Department For The Creation Of A Firefighter Paramedic Position

RECOMMENDATION

Staff recommends the Board approve a Side Letter with the International Association Of Fire Fighters Local 1775 and the Ross Valley Fire Department for the creation of a Firefighter Paramedic position.

BACKGROUND

On October 11, 2023, a staff report (Attachment #1) was presented regarding the creation of a new Firefighter Paramedic position. The report included a recommendation from the Labor Management Sub Committee to create a new Firefighter Paramedic position in an effort to increase fire engine staffing from two to three firefighters. During the meeting, the Board voted, in a unanimous decision, to approve the creation of a Firefighter Paramedic position. The agreement included hiring three new Firefighter Paramedics with funding to begin on July 1, 2024.

The Side Letter (Attachment #2) identifies the salary, benefits, and provisions for the already approved position, and will be considered part of the current, “Memorandum Of Understanding Between International Association Of Firefighters Local 1775 And Ross Valley Fire Department” (2022-2025).

Below is an explanation (*in italics*) of some items in the side letter.

- The Firefighter Paramedic position will be entitled to the same benefits and provisions as others in the Ross Valley Firefighters’ Association, according to the current MOU, with the exception of Section 10 (a) as the “professional pay differential” is not applicable to this new Firefighter Paramedic position.

- *Explanation: The salary of a Firefighter Paramedic already includes the “professional pay differential” (paramedic incentive), therefore Section 10 (a) does not apply to the new Firefighter Paramedic Position.*
- The parties agree that the position will not be part of minimum staffing until the new Firefighter Paramedics have completed the Department's Firefighter training program, which is anticipated to take approximately 90 days from date of hire. Once all three Firefighter Paramedics have been trained, an additional side letter will be created to include this new position as part of the Department’s daily minimum staffing. Therefore increasing the Department’s daily minimum staffing requirements from 9 to 10 firefighters on duty per day. This includes one Battalion Chief.
 - *Explanation: The Department will need to first train these firefighters until they can be considered part of the minimum staffing on an engine. Once trained, another side letter will be presented to memorialize that these firefighters are part of minimum staffing 24/7, bringing one of our four engines to a three-person engine company.*

FISCAL IMPACT

There is no fiscal impact on the approval of the Side Letter as funding was already approved on October 11, 2023, to begin on July 1, 2024. The three Firefighter Paramedic positions have been included in the Fiscal Year 2024-25.

ATTACHMENTS

Attachment #1 – Staff Report October 2023

Attachment #2 – Side Letter - International Association Of Fire Fighters Local 1775 and the Ross Valley Fire Department

Attachment # 3 – Firefighter Paramedic Job Description

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the Meeting of October 11, 2023

To: Board Of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: Receive Staff Report Presented to Labor Management Subcommittee and Consider Recommendation From Labor Management Subcommittee Relating to Increased Staffing per The "2022 Staffing/Deployment" Side Letter. Recommendation Includes a Funding Plan and a Position Start Date.

RECOMMENDATION:

Staff recommends the Board receive the staff report (see below) presented to the “Labor Management Subcommittee” and consider the recommendation from the “Labor Management Subcommittee” relating to increased staffing per the "2022 Staffing/Deployment" side letter. The recommendation includes a funding plan and position start date.

At the October 5, 2023 “Labor Management Subcommittee” meeting, a motion was passed, by unanimous vote, to provide a recommendation to the Board.

The recommendation is as follows:

1. **Funding Plan:** Option 1 was chosen and states “Each Member agency will begin paying their respective “percentage share” from the position date of hire.”
2. **Position Start Date:** July 1, 2024

This recommendation was based on the following staff report presented at the October 5, 2023 Labor Management Subcommittee meeting.

BACKGROUND:

Since the creation of the Joint Powers Authority (JPA) in 1982, the Ross Valley Fire Department’s (Department) response model formerly relied on and was augmented by a large group of local volunteer firefighters who responded to incidents, such as structure or vegetation fires, to provide assistance to the Department’s two-person engine company deployment model. Additionally, many of our full-time personnel lived in the communities our department serves and they too would respond to incidents off-duty. The ability to use off-duty personnel and volunteer firefighters provided some operational

relief to the Department's two-person engine companies. This model was less than ideal, creating a delayed and inconsistent response force. The Department's Volunteer Program no longer exists due to lack of interest and most full-time personnel have moved away from the community we serve primarily due to high housing costs.

Community expectations of the Department have increased, and external factors have created challenges and demands that have put our Department at the forefront of mitigating complex and challenging emergency responses of all kinds. Examples include flooding; swift water rescue; violent encounters / active shooter response; a "new normal" of intensely destructive Wildland Urban Interface fires; and extension of wildland fire season from a few months (formerly) to potentially almost year round. These realities, particularly from the fire prevention and risk reduction standpoints, have led the Department to enhance our fire hazard and life safety inspections of businesses and residential apartment buildings. The Department, with the help of funding through Measure C, has also increased our neighborhood defensible space efforts, working with communities to reduce fuels, improve emergency access and egress, and plan for potential evacuations. Since the Department's JPA was formed 41 years ago, the Department has hired two Fire Inspectors (JPA Funds) to increase service demands relating to fire prevention, one Emergency Preparedness Coordinator (Measure C funds) and one Defensible Space Coordinator (Measure C funds). No additional firefighters have been hired to meet these increased operational demands of the Department's engine company, as the minimum fire engine company staffing still remains at two-personnel.

In 2001, the National Fire Protection Association (NFPA), a leader in the development of industry standards for the fire service, issued its first edition of the "Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments" known as NFPA 1710. The document identifies minimum staffing for fire engines along with identifying the number of personnel that shall be deployed to a structure fire.

In 2019, Citygate Associates conducted a comprehensive Standards of Coverage Assessment of the Department to provide a foundation for future fire service planning. The goal of this assessment was to identify both current services and desired service levels, and to assess the Department's ability to provide them. This data-driven report strongly suggests that the RVFD should staff three-person engine companies.

At the January 2020 Board meeting, a "Staffing/Deployment" side letter was approved to enhance the current "Labor Management Subcommittee" (subcommittee) with additional members. The subcommittee's goal was "how to increase staffing".

The subcommittee held its first meeting on April 20, 2022. Discussion was held regarding the need to identify future funding if the Department was awarded its grant application for the 2021 "Staffing for Adequate Fire and Emergency Response" (SAFER) Grant. It was explained that the grant would provide funding for the first 36 months of the proposed Firefighter position (three Firefighters in total), however, on month 37, the member agencies would need to begin funding the position. Staff was given direction to provide an ongoing cost estimate after the first 36 months and present it to the Board for discussion at the June 2022 Board meeting. Staff presented the cost estimate at the June

2022 Board meeting. No direction to Staff or action was taken other than for Staff to keep the Board informed on the SAFER grant application. Ultimately the SAFER Grant was not awarded to the Department. The Subcommittee has not met since, and there has been no further formal discussions at the Board level.

At the September 2023 Board Meeting, Staff recommended filling a vacancy in the Subcommittee and holding another Subcommittee meeting before the October 2023 Board meeting.

The Subcommittee met on October 5, 2023. A staff report was presented and a discussion was held regarding increased staffing to three-person engine companies. A motion was passed to bring a recommendation to the Board that included a funding plan and start date for the new firefighter position.

DISCUSSION:

When evaluating the need to increase staffing, this staff report will refer to the industry standard set forth by the National Fire Protection Association 1710. The Departments 2019 Standards Of Coverage Assessment will also be a guiding document as to how the Department compares to the standard. Below is a brief background of these documents and key points within them relating to the Department's current staffing.

National Fire Protection Association 1710 (NFPA 1710) - A U.S.-based international nonprofit organization devoted to eliminating death, injury, property, and economic loss due to fire. In 2001, the first edition of NFPA 1710 was issued. The development of that benchmark standard was the result of a considerable amount of hard work and tenacity by the technical committee members and the organizations they represented. This standard was the first organized approach to defining levels of service, deployment capabilities, and staffing levels for career fire departments. Research work and empirical studies in North America were used by the committee as a basis for developing response times and resource capabilities for those services, as identified by the fire department.

The following two NFPA 1710 industry standards will be referred to within this staff report:

NFPA 1710 ENGINE COMPANY STANDARDS
5.2.3.1.1 These companies shall be staffed with a minimum of <u>four on-duty members</u> (NFPA 1710 p.11)
NFPA 1710 INITIAL ALARM ASSIGNMENT STANDARDS
5.2.4.1.1 (9) Single family Dwelling Initial Alarm Assignment Capability - Total effective response force with a minimum of 16 firefighters. (NFPA 1710 p.12) <i>*Initial Alarm Assignment = number of firefighters initially deployed to a structure fire</i>

2019 Standards Of Coverage Assessment (2019 SOC) - In 2019, Citygate Associates conducted a comprehensive Standards of Coverage Assessment of the Department to provide a foundation for future fire service planning. The goal of this assessment was to identify both current services and desired service levels, and to assess the Department's ability to provide them. Citygate utilized various NFPA and Insurance Services Office publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International.

The following are recommendations, opinions and excerpts from the 2019 SOC that correlate with how the Department meets the NFPA 1710 industry standards:

Recommendation #3: Consider providing a third firefighter per day on the three engines other than Engine 18. (2019 SOC p.7)

Citygates Overall Opinion: "Citygate is, however, concerned about the overall limited Department staffing per day and its ability to respond with more "weight of attack*" to keep emerging serious emergencies controlled. Even Countywide mutual aid resources are not quickly available in this part of Marin County, as they would be in an urban area with flat terrain and interconnected roads." (2019 SOC p.4)

2.5.1 Critical Firefighting Tasks: "Table 8 illustrates the critical tasks required to control a typical single-family dwelling fire with six response units (engines/chief), for a total Effective Response Force* of 16 personnel, where the Ross Valley Fire Department initially sends 12. A confirmed serious fire additionally receives a second Battalion Chief and a fourth engine raising this to 15 personnel. However, in many locations these additional units come from much farther away. These tasks are taken from typical fire departments' operational procedures, which are consistent with the customary findings of other agencies using the Standards of Coverage process. No conditions exist to override the Occupational Safety and Health Administration two-in/two-out safety policy, which requires that firefighters enter Immediately Dangerous to Life and Health atmospheres, such as building fires, in teams of two, while two more firefighters are outside and immediately ready to rescue them should trouble arise." (2019 SOC p.26)

2.5.3 Critical Task Analysis and Effective Response Force Size - A question one might ask is, "If fewer firefighters arrive, such as does occur in the Ross Valley Department, what from the list of tasks mentioned would not be completed?" This is also critical given the two firefighter staffing. The initial force is a smaller count as it takes the third and fourth-due units much longer to arrive. Most likely, the search team would be delayed, as would ventilation. The attack lines would only consist of two firefighters, which does not allow for rapid movement of the hose line above the first floor in a multiple-story building. Rescue is conducted with at least two person teams. Thus, when rescue is

essential, other tasks are not completed in a simultaneous, timely manner. Effective deployment is about the **speed** (travel time) and the **weight*** (number of firefighters) of the response. (2019 SOC p.30)

This staff report will also reference various field studies.

**Weight of attack - refers to multiple-unit responses (Effective Response Force, or ERF, commonly also called a First Alarm) for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents.*

The Department’s current response model relies on a two-person engine company consisting of a Captain and Engineer for emergency (including Emergency Medical Services EMS) and non-emergency response, for fire prevention efforts, to provide public education, and to perform every other task that is required for the Department to function at the highest level and meet the needs of the community. Unlike other Fire Departments, and the NFPA 1710 industry standard (5.2.3.1.1), the Department does not have a Firefighter position within our ranks. Rather, the roles and assignments that typically fall on a person in this position at the scene of an incident instead fall to the Engineer or Captain. Below are the typical duties of a Captain, Engineer and Firefighter at a structure fire incident:

TYPICAL DUTIES AT A STRUCTURE FIRE		
CAPTAIN	ENGINEER	FIREFIGHTER
<p><i>Engine Company Supervisor</i></p> <p><i>Crew Safety Officer</i></p> <p><i>In charge of crew accountability</i></p> <p><i>Makes decisions quickly/accurately to limit loss of life</i></p> <p><i>Command's emergency situations until relieved</i></p> <p><u>COORDINATES</u> fire control/search and rescue/ventilation/salvage/overhaul/ventilation operations,</p> <p><i>Provides EMS care</i></p>	<p><i>Operates and pumps fire engine at fire</i></p> <p><i>Responsible for maintaining and driving apparatus to emergency incidents</i></p> <p><i>Functions as a Firefighter when assigned to other functions on the fire when not the pumping Engine</i></p> <p><u>CONDUCTS</u> fire control/search and rescue/ventilation/salvage/overhaul/ventilation operations</p> <p><i>Provides EMS care</i></p>	<p><i>Responsible for stretching hose lines</i></p> <p><i>Operating all tools and equipment on the Engine used for various types of emergency fire and rescue operations</i></p> <p><u>CONDUCTS</u> fire control/search and rescue/ventilation/salvage/overhaul/ventilation operations</p> <p><i>Provides EMS care</i></p>

All of the above are critical life saving tasks that need to be accomplished on the fire ground. You will notice the compaction of responsibilities that our Engineers and Captains experience at every incident due to no Firefighter position. Functioning with a two-person engine company negatively impacts our safety, capacity, and operational effectiveness as noted in the 2019 SOC “Critical Task Analysis” mentioned above.

The following section identifies common engine company workloads and quantifies the difference between a two-person and three-person engine company through National Institute of Standards and Technology (NIST) field experiments. Even an increase in staffing on one of our four fire engines will have an immediate impact as seen below:

Structure Fire Fighting Impacts - As mentioned in the Departments 2019 SOC, one of the two contributing factors to an effective deployment model is *weight* (number of firefighters) of the response. The Department currently has 15 firefighters on its Initial Alarm Response, one less Firefighter than the industry standard. Increasing staffing on one fire engine per the “Staffing/Deployment” agreement will allow the Department to comply with the following NFPA 1710 standard:

NFPA 1710 5.2.4.1.1: (9) Single family Dwelling Initial Alarm Assignment Capability
Total effective response force with a minimum of 16 firefighters. (NFPA 1710 p.12)

Fire extinguishment and search/rescue operations are time critical and can be a matter of life or death. The following “National Institute of Standards and Technology Fireground Field Experiments” (NIST Fire) quantifies the time differences between two and three person engine companies. You will notice a faster “Hose Stretch” that equates to a more rapid fire extinguishment and a faster “Search/Rescue Start Time.” All that equates to an increased survivability rate for fire victims.

NIST FIREGROUND FIELD EXPERIMENTS	
Hose Stretch	A two-person crew took 57 seconds longer than a three-person crew to stretch a line. (NIST Fire p.38)
Search/Rescue Start Time	The three-person crew started a primary search/rescue more than 25 % faster than the two-person crew. (NIST Fire p.41)

Emergency Medical Care Impacts - Engine companies are usually the first on scene during Emergency Medical Service (EMS) calls. The following “National Institute of Standards and Technology EMS Field Experiments” (NIST EMS) quantifies the time differences between two and three person engine companies. Notice a three-person engine company provides faster “Patient Access” and a “Patient Removal “ start time. All that equates to improved medical care on routine EMS incidents.

PATIENT ACCESS
Two-person crews finished the patient access tasks approximately half a minute later than larger first responder crews.(NIST EMS p.33)
<i>*(Note: Our two-person engine companies are sometimes tasked with carrying 94.6 lbs of medical equipment while gaining “patient access”.)</i>
PATIENT REMOVAL
Two-person first responder crews completed patient removal between (1.2 – 1.5) minutes slower than larger crews, depending on crew size. This is largely the result of work load in carrying equipment, supplies and the patient with fewer crew members. (NIST EMS p.33)

One of the most challenging EMS calls a firefighter responds too is a cardiac arrest (not breathing/no pulse). Providing efficient CPR is vital to reversing the effects of cardiac arrest and saving a life. Providing chest compressions, rescue breathing and operating a defibrillator are three core tasks that must take place simultaneously. A two-person engine company cannot perform these three tasks simultaneously. Additional fire engines from further away subsidize our two-person engine company, thus delaying efficient CPR by minutes, when seconds count.

The “Chain Of Survival” identifies four factors that will increase the survivability rate of someone in cardiac arrest. Increasing to a three-person engine company will improve speed of patient access/patient removal, and allow the first engine company on scene to provide immediate CPR (chest compressions/rescue breathing) and defibrillation, resulting in an improved survivability rate within the community.

CHAIN OF SURVIVAL		
1.	Early Access	Patient Access
2.	Early CPR	Chest Compressions and rescue breathing are core CPR tasks
3.	Early Defibrillation	Core CPR task
4.	Early Advanced Medical Care	Part of Patient Removal

Physiological Effects - Reports on firefighter fatalities consistently document overexertion/overstrain as the leading cause of line-of-duty fatalities. There is strong epidemiological evidence that heavy physical exertion can trigger sudden cardiac events. Therefore, information about the effect of crew size on physiological strain is very valuable.

Danger is increased for small crews because the stress of fire fighting keeps heart rates elevated beyond the maximum heart rate for the duration of a fire response. (NIST Fire pg 50)

Average Heart Rates

- Higher for members of small crews.
 - Particularly two-person crews.
- Higher heart rates were maintained for sustained time intervals.

CONCLUSION

The Department needs a paradigm shift to maintain effective operational readiness in this modern world. In order to meet all of these new demands, we need to increase our engine company staffing as soon as possible. The Department is currently the only department in Marin County that has two-person engine companies. Marin County fire agencies have a combined 31 staffed fire engines, 26 of which are staffed with three personnel. Of the remaining five engines not staffed with three personnel, four of those engines are the Departments.

It has been a long term goal of the Fire Board to make the transition to a three-person engine company. The “2022 Staffing/Deployment” Side Letter provides an opportunity for the Department to begin staffing its engines with one three-person engine company prior to July 1, 2025 if the Board so chooses. The remaining two engine companies will be staffed with three personnel after the closure of Station 18 on July 1, 2025.

MEMBER AGENCY COSTS

The chart below represents a fully-burdened cost of three Firefighter Paramedic positions, taking into consideration the following: monthly salary/benefits were calculated using the Boards agreed (on 1/8/22) amounts from the Firefighter Paramedic “Side Letter Of Agreement” and salary schedule/benefits were adjusted to match the negotiated increase/benefit changes since 2020, overtime costs are based on the negotiated leave days (sick/vacation), and one time equipment costs are based on outfitting a Firefighter with protective clothing (one time equipment costs only included in 24/25 and 25/26).

COST BY MEMBER AGENCY				
FY	Fairfax	Ross	San Anselmo	Sleepy Hollow FPD
Percent Share	23.30%	23.37%	40.53%	12.80%
24/25	\$147,262	\$147,705	\$256,161	\$80,900
25/26	\$156,034	\$156,503	\$271,420	\$85,719
26/27	\$164,114	\$164,607	\$285,473	\$90,157

FUNDING OPTIONS

Option 1: Each Member agency will begin paying their respective “percentage share” from the position date of hire. (*This is the funding option chosen by the subcommittee)

Option 2: Authorize one-time use from undesignated reserves to fund the first year from the position date of hire. Each Member agency will begin paying their respective “percentage share” after year one.

Option 3: Authorize one-time use from undesignated reserves to fund a phased approach using a combination of undesignated reserves and member agency respective “percentage share” for the first two years of the position. The Department would use undesignated reserves to pay the difference of the actual cost and the amount being billed to the member agencies. Member agencies would be charged 50% in year one, 75% in year 2, and 100% in year 3.(See chart below).

OPTION 3: COST BY MEMBER AGENCY (PHASED APPROACH)					
FY	Fairfax	Ross	San Anselmo	Sleepy Hollow FPD	Reserve Funds
Percent Share	23.30%	23.37%	40.53%	12.80%	
24/25 (50%)	\$73,631	\$73,852	\$128,080	\$40,450	\$316,014
25/26 (75%)	\$117,026	\$117,377	\$203,565	\$64,289	\$167,419
26/27 (100%)	\$164,114	\$164,607	\$285,473	\$90,157	\$0

FISCAL IMPACT:

If the Board supports the subcommittees recommendation of a funding plan that entails “Option 1: Each Member agency will begin paying their respective “percentage share” from the position date of hire” and a start date of July 1, 2024 the fiscal impact would include a \$632,028 increase to the FY 24/25 Budget.

ENCLOSED REFERENCES/ATTACHMENTS:

Ross Valley Fire Department 2022 Side Letter Staffing/Deployment Between Ross Valley Fire Department And Ross Valley Firefighters’ Association Local 1775.

Ross Valley Fire Department 2020 Side Letter of Agreement between the Ross Valley Fire Department and the Ross Valley Professional Firefighters’ IAFF Local 1775.

(2019 SOC): Citygate Associates, LLC. 2019. Ross Valley Fire Department Standards of Coverage Assessment Volume 1 of 2: Technical Report.

(NIST Fireground): National Institute of Standards and Technology. 2010. Report Residential Fireground Field Experiments. 56.

(NIST EMS): National Institute of Standards and Technology. 2010. Report on EMS Field Experiments. 60.

(NFPA1710): National Fire Protection Association. 2020. NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

SIDE LETTER

**CREATION OF FIREFIGHTER PARAMEDIC POSITION
BETWEEN
ROSS VALLEY FIRE DEPARTMENT
AND
ROSS VALLEY FIREFIGHTERS’ ASSOCIATION IAFF LOCAL 1775**

The Ross Valley Fire Department (hereinafter Department) and the Ross Valley Firefighters’ Association (hereinafter Association) have mutually agreed to the following:

- The full-time paid, professional, career Firefighter Paramedic position funding will begin no later than July 1, 2024.
- The parties agree the new Firefighter Paramedic position will fall under the “Firefighter Paramedic” job description (Lexipol Policy 246).
- The Firefighter Paramedic position will be entitled to the same benefits and provisions as others in the Ross Valley Firefighters’ Association, according to the current MOU, with the exception of Section 10 (a) as the “professional pay differential” is not applicable to this new Firefighter Paramedic position.
- The new Firefighter Paramedic position salary will be:

Salary Steps			
	A	B	C
July 1, 2024	\$9,076	\$9,530	\$10,007

- The parties agree that the position will not be part of minimum staffing until the new Firefighter Paramedics have completed the department's Firefighter training program, which is anticipated to take approximately 90 days from date of hire. Once all three Firefighter Paramedics have been trained, an additional side letter will be created to include this new position as part of the Department’s daily minimum staffing, therefore increasing the Department’s daily minimum staffing requirements from 9 to 10 firefighters on duty per day. This includes one Battalion Chief.
- The JPA between all member agencies will be updated as soon as possible to reflect the change in the daily staffing requirement.

- This agreement shall hereby be incorporated into the parties' MOU during the next open contract period.

If the foregoing is in accordance with your understanding, please sign below:

For The Department:

Date: _____

For The Association:

Date: _____

Firefighter Paramedic

246.1 DEFINITION

The Firefighter Paramedic will participate in emergency and non-emergency responses, station activities, training, fire prevention, inspections, and other duties as required and assigned. The Firefighter Paramedic directly reports to the Fire Captain.

246.2 CLASS CHARACTERISTICS

The Firefighter Paramedic will participate in a wide range of emergency and rescue activities, including emergency medical services, fire suppression, extrication, heavy rescue, and hazardous materials handling. Firefighter Paramedics also have responsibility for emergency medical technician paramedic services, providing pre-hospital emergency medical care of the sick or injured.

Immediate supervision is provided by the Fire Captain. General supervision may be provided by other management personnel of the Fire Department. Technical supervision and direction for Paramedic duties comes from the Medical Director, Base Hospital and County protocols. Individuals are periodically evaluated by supervisors regarding their progress in skill development and other work-related elements of the job, both during and after completion of the initial probationary employment period.

246.3 EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Required to safely respond to emergencies and public service requests including: fires, medical aid, resuscitation, rescue, and natural disasters.
- Operate and maintain a variety of equipment and apparatus, and maintain fire stations and grounds.
- Train with and operate all equipment as required to perform at emergency and non-emergency calls for service.
- Firefighters may be assigned to fire prevention, public education, and training programs.
- Will be required to produce reports relating to emergency medical service, maintenance, training, and prevention activities.
- Inventory and restock fire apparatus as required. Perform any other duties related to maintaining and operating the fire apparatus.
- Communicates regularly with other station personnel in order to coordinate station and equipment maintenance and activities.
- Participates in community relations assigned to the engine company.

Ross Valley Fire Department

Policies

Firefighter Paramedic

- Provides patient assessment quickly and thoroughly and applies the appropriate medical treatment including rescue, first aid and advanced life support according to local County protocols and latest technology available.
- Participates in proficiency training to develop and maintain job skills.
- May assist in the investigation of fire causes and the preservation of evidence when a fire is of suspicious origin; prepares reports and may testify in court as to the findings.
- Assists in making residential, commercial and industrial inspections to discover and eliminate potential fire hazards and gain compliance with federal, state and local laws, codes and ordinances.

246.4 PREFERRED / HIGHLY DESIRED

Knowledge of:

- State and local emergency medical technician paramedic procedures and treatment approaches.
- Medical terminology.
- Basic operation and mechanics of emergency medical response equipment.
- Fire suppression and rescue principles, practices, techniques, apparatus, and fire service hydraulics equipment.
- Principles of fire behavior, physics, chemistry of fire, mechanics of pumps and effects of weather on fire.
- Building design, construction, and material characteristics; weights, measures, and capacities.
- Ventilation, forcible entry, ladder, and hose practices and techniques.
- Related tools and equipment usage and maintenance.
- fire control practices and principles.wildlandFire control safety procedures;
- Effective teamwork techniques.

Skills and ability to:

- Make sound independent paramedic decisions.
- Perform basic and advanced life support procedures.
- React quickly and calmly to emergency situations.
- Analyze emergency conditions and adopt quick, effective, and reasonable courses of action.
- Write comprehensive reports and maintain accurate records.
- Perform basic mathematical calculations.
- Read and interpret complex technical documents such as maps, diagrams, and textbooks.

Ross Valley Fire Department

Policies

Firefighter Paramedic

- Clean and maintain fire station and grounds.
- Teach classes and participate in public education demonstrations and activities.
- Understand and follow verbal and written instructions.
- Deal effectively with those contacted in the course of work.
- Work and live harmoniously with co-workers.

246.5 EXPERIENCE AND EDUCATION

Experience:

- Any combination of experience that demonstrates possession of requisite knowledge, skills, and abilities.

Education:

- High school diploma or equivalent.
- In accordance with State legal requirements, applicant must be at least 18 years old by the application filing deadline.
- Valid Emergency Medical Technician Paramedic License
- Advanced Cardiac Life Support (ACLS) certification which must be maintained throughout employment.
- Firefighter I Certificate issued by the California State Fire Marshal or must have successfully completed a California State Fire Marshal approved Firefighter I Academy.
- Healthcare Provider CPR certificate issued by a training center approved by the California EMS Authority. Healthcare Provider cards issued by the American Heart Association and the American Red Cross meet the CPR requirement. Must be maintained throughout employment.
- California Physical Ability Test (CPAT) card issued during the 12-month period prior to application for recruitment of Firefighter/Paramedic position.
- Emergency Medical Technician-Paramedic license issued by the State of California. In addition, must possess the ability to secure Marin County EMS accreditation to practice, upon appointment. License must be maintained throughout employment.
- Valid California Class C Driver's License with firefighter endorsement or California Class B Driver's License with required endorsements is required within 6 months of appointment.

246.6 PHYSICAL DEMANDS

Due to the varied and unpredictable nature of firefighting and public safety, personnel may be required to perform the following and more:

Position requires prolonged sitting, standing, walking, running, jumping, reaching, repetitive hand movements, twisting, turning, kneeling, bending, squatting, and stooping in the performance of

Ross Valley Fire Department

Policies

Firefighter Paramedic

daily activities. Personnel must frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. The position also requires both near and far vision, peripheral vision, depth perception, and the ability to adjust focus. The position entails working in hazardous situations/conditions and the potential risk of exposure to blood borne pathogens in the performance of duties.

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: Adopt Resolution 24-06, Appointing a Representative and Alternate to the Marin Emergency Radio Authority Board of Directors.

RECOMMENDATION

It is recommended that the Board adopt Resolution 24-06, appointing a representative and alternate to the Marin Emergency Radio Authority Board of Directors.

DISCUSSION

As a member agency of the Marin Emergency Radio Authority (MERA) Joint Powers Authority, Ross Valley Fire Department (RVFD) is entitled to appoint one representative and up to two alternates to the MERA Board of Directors. Resolution 18-04 (Attachment #1) was passed appointing Battalion Chief Tim Grasser as the representative, and Board Director Rich Shortall and Executive Officer Garrett Toy as the alternate representative.

Director Shortall has requested to be replaced, and Garrett Toy is no longer affiliated with the RVFD. Staff recommends Interim Chief Dan Mahoney become the representative and Battalion Chief Tim Grasser become the alternate representative.

The new MERA radio system is due to “go live” in August 2024. Most of the funding has been allocated, and the Board is now fine-tuning the operational details of implementation. Staff feels that the operational needs of the project can be met with two Ross Valley Fire Chief Officers filling the roles of a representative and an alternate representative.

FISCAL IMPACT

There are no fiscal impacts associated with this item.

ATTACHMENTS

Attachment #1 – Resolution 18-04 - MERA Representation
Attachment #2 – Resolution 24-06 - MERA Representation

RESOLUTION 18-04

A RESOLUTION OF THE ROSS VALLEY FIRE DEPARTMENT APPOINTING A REPRESENTATIVE AND ALTERNATES TO THE MARIN EMERGENCY RADIO AUTHORITY BOARD OF DIRECTORS

WHEREAS, the Federal Government has made certain radio frequencies available to local agencies in Marin County for the operation of a public safety and emergency radio system; and

WHEREAS, numerous local agencies within Marin County have entered into a Joint Powers Agreement establishing the Marin Emergency Radio Authority, including the County, all cities and towns, and numerous special districts; and

WHEREAS, pursuant to the Joint Powers Agreement, each member entity of the Radio Authority is entitled to appoint one representative and up to two alternates to the Board of Directors of the Authority; and

WHEREAS, Resolution 16-01 established Mark Mills as the representative and Tim Grasser and David Weinsoff as alternates; and

WHEREAS, Ross Valley Fire Department desires to make changes to its representation to the Marin Emergency Radio Authority.

NOW THEREFORE BE IT RESOLVED by the Ross Valley Fire Department as follows:

Section 1. The following individual is hereby designated as the representative to the Marin Emergency Radio Authority, and authorized to take all actions necessary to meet the duties and obligations of the Joint Powers Agreement:

Battalion Chief Tim Grasser

Section 2. The following individual is hereby designated as the alternate representative to the Marin Emergency Radio Authority, and authorized to take all actions necessary to meet the duties and obligations of the Joint Powers Agreement in the absence of the designated representatives:

Board Member Richard Shortall
Executive Officer Garrett Toy

PASSED, APPROVED AND ADOPTED at a regular meeting of the Ross Valley Fire Department, held this 11th day of April 2018, by the following vote:

Ayes: 8
Noes: 0
Absent: 0
Abstentions: 0

[Signature]
Board President

Attest:

[Signature]
Administrative Assistant

I hereby certify that the above Resolution No. 18-04 was duly introduced, read and adopted by the Ross Valley Fire Department Board of Directors at a regular meeting held on April 11, 2018.

By: [Signature]
Administrative Assistant

ROSS VALLEY FIRE DEPARTMENT

RESOLUTION 24-06

**A RESOLUTION OF THE ROSS VALLEY FIRE DEPARTMENT BOARD OF DIRECTORS
APPOINTING A REPRESENTATIVE AND ALTERNATES TO THE MARIN EMERGENCY
RADIO AUTHORITY BOARD OF DIRECTORS**

WHEREAS, the Federal Government has made certain radio frequencies available to local agencies in Marin County for the operation of a public safety and emergency radio system; and

WHEREAS, numerous local agencies within Marin County have entered into a Joint Powers Agreement establishing the Marin Emergency Radio Authority, including the County, all cities and towns, and numerous special districts; and

WHEREAS, pursuant to the Joint Powers Agreement, each member entity of the Radio Authority is entitled to appoint one representative and up to two alternates to the Board of Directors of the Authority; and

WHEREAS, Resolution 16-01 established Mark Mills as the representative and Tim Grasser and David Weinsoff as alternates; and

WHEREAS, Resolution 18-04 established Battalion Chief Tim Grasser as the representative and Board Member Richard Shortall and Executive Officer Garret Toy as alternates; and

WHEREAS, Ross Valley Fire Department desires to make changes to its representation to the Marin Emergency Radio Authority.

NOW THEREFORE BE IT RESOLVED by the Ross Valley Fire Department as follows:

Section 1. The following individual is hereby designated as the representative to the Marin Emergency Radio Authority, and authorized to take all actions necessary to meet the duties and obligations of the Joint Powers Agreement:

Interim Chief Dan Mahoney

Section 2. The following individual is hereby designated as the alternate representative to the Marin Emergency Radio Authority, and authorized to take all actions necessary to meet the duties and obligations of the Joint Powers Agreement in the absence of the designated representative:

Battalion Chief Tim Grasser

I do hereby certify that the above Resolution 24-06 is a true and correct copy as passed by the Ross Valley Fire Board on June 12, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Thomas Finn, Board President

Attest:

Samantha Stettler, Administrative Assistant

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief

Subject: Creation of a New 40-Hour-Per-Week Battalion Chief Position and a Command Vehicle Purchase Funded through Undesignated Reserves.

RECOMMENDATION

The Board consider approving the creation of a new 40-hour-per-week Battalion Chief position with a funding start date of July 1, 2024, which includes a Side Letter with the Ross Valley Chief Officers Association, an updated Battalion Chief job description, and approve \$140,000 to be used from undesignated reserves to purchase a new command vehicle.

BACKGROUND

At the January 12, 2024 Special Meeting of the Ross Valley Fire Department (RVFD) Board of Directors (Board), a staff report (Attachment #1) was presented recommending the Board consider the remaining option that Local Motion Solutions identified in their “Leadership and Governance Study”. That option was as follows:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

Staff was directed to bring back details and fiscal impacts on this option for the Board to further discuss at the February 2024 Board meeting.

At their February 14, 2024 Board meeting, a staff report (Attachment #2) was presented recommending an “RVFD Stand Alone Fire Chief Command Structure” be developed with the intention that the staffing structure be **re-evaluated in 12 months** to ensure the proposed positions are sufficient to support the organization. The proposed command structure also takes into consideration and allows for flexibility relating to shared services discussions in the future.

One of the positions within the “RVFD Stand Alone Fire Chief Command Structure” was a 40-hour-per-week Battalion Chief position. The Board directed staff to develop a proposal to establish a new 40-hour-per-week Battalion Chief position and authorized the Executive Officer to begin the meet and confer and negotiations process with the Firefighters Association and Chief Officers Association.

Since then, Executive Officer Dave Donery and Interim Fire Chief Dan Mahoney worked with the Firefighters Association relating to the meet and confer process and the Chief Officers Association relating to the negotiations process. The Board was provided status updates at the March, April, and May Board Meetings.

DISCUSSION

During a closed session at their May 8, 2024 meeting, the Board discussed the proposed creation of a new 40-hour-per-week Battalion Chief position. Staff presented a draft side letter identifying salary/benefits, which was negotiated and developed by Executive Officer Donery/Interim Chief Mahoney in consultation with Battalion Chief Tim Grasser, representing the Chief Officers Association. Updates/edits to the Battalion Chiefs Job Description were also made to reflect the newly proposed position. Both parties have agreed to the following documents:

Side Letter - Both parties worked on a Side Letter (Attachment #3) to ensure the new 40-hour-per-week Battalion Chief position was represented in the Chief Officers Memorandum Of Understanding (MOU), which currently only represents the 56-hour-per-week Battalion Chief.

The overall goal was to ensure the new 40-hour-per-week Battalion Chief position had similar salary and benefits to the current 56-hour-per-week Battalion Chief, as the new 40-hour-per-week position is still within the same rank as the 56-hour-per-week position. A Side Letter was created to complement the current Chief Officers MOU.

The following methodology was taken into consideration while creating the Side Letter:

- Leave accruals (Vacation, Sick) needed to be adjusted to account for a similar amount of time off for the new 40-hour position and monetary value. (**You will notice that a 40-hour position does not accrue as much time off as a 56-hour position, as the 40-hour position works fewer hours a week.*)
- A salary adjustment was necessary to ensure the position was equitable to the current 56-hour-per-week Battalion Chief. A 5% salary increase (day rate) was included, as this is common practice for all agencies in Marin with this position. In addition, holiday pay was also factored into salary.

Job Description—The current Battalion Chief's job description (Attachment #4) was identified as needing updates relating to the 56-hour-per-week and proposed 40-hour-per-week Battalion Chief position. Updates were made in the following sections: duties/responsibilities, important/essential duties, job-related duties, essential qualifications, experience/training, and working conditions.

FISCAL IMPACTS

Battalion Chief Salary/Benefits - Costs for this position will be \$316,794 (fully burden). This new position is expected to impact member agency costs in Fiscal Year 2024-2025 as estimated below. The cost has already been factored into the proposed Fiscal Year 2024-2025 Budget.

ESTIMATED FISCAL YEAR 2024-2025 COST INCREASE				
FY	Fairfax	Ross	San Anselmo	Sleepy Hollow FPD
Percent Share	23.30%	23.37%	40.53%	12.80%
FY24-25	\$73,813	\$74,035	\$128,397	\$40,550

Battalion Chief Emergency Response Vehicle Cost - The new Battalion Chief position will have the same operational qualifications as the current three Battalion Chiefs (shift), providing much-needed depth to the organization not just administratively, but during emergency incidents and staffing challenges. The estimated cost of a new Battalion Chief’s emergency response vehicle is approximately \$140,000.

Staff recommends that the Board consider funding the vehicle cost of approximately \$140,000 through “Undesignated Reserves”. After the purchase of this vehicle, the reserve account balance will be approximately \$2,621,805.

Note: If the 40-hour-per-week Battalion Chief command vehicle (\$140,000) and the Fire Chief command vehicle (\$125,000) are both approved at the June 12, 2024, Board meeting, the reserve account balance will be \$2,496,805, which is 16.7% of the current budget and still within the Department’s Reserve Fund Policy of 10%.

ATTACHMENTS

- Attachment #1** – Staff Report January 2024
- Attachment #2** – Staff Report February 2024
- Attachment #3** – Ross Valley Chief Officers Association Side Letter
- Attachment #4** – Battalion Chief Job Description

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting on January 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief and Dave Donery, Executive Officer

Subject: Receive Update on Shared Services Discussions with Central Marin Fire Department and Direct Staff as Appropriate.

RECOMMENDATION:

Receive update on Shared Services discussions with Central Marin Fire Department and direct staff as appropriate.

BACKGROUND:

In August 2018, the Ross Valley Fire Department (RVFD) entered into a Memorandum of Understanding (MOU) with Marin County Fire Department (MCFD) to provide administrative and executive services. At the April 2022 Ross Valley Fire Department Board Of Directors (Board) meeting, MCFD notified the Board there was not an interest in renewing the agreement after the set expiration date of June 30, 2023.

At the May 2022 Board meeting, approval was granted to provide a request for proposal to explore policy options in relation to the Department's leadership and governance after the MCFD MOU expired.

In July 2022, Local Motion Solutions (LMS) was selected to develop a high-level report outlining future "Leadership and Governance" options available to the RVFD.

At the January 2023 Board meeting, staff presented the results of the LMS "Leadership and Governance Study". Staff was directed to bring the presentation to each Town Council (Council) ensuring opportunity for public input/engagement, and answer questions each Council may have.

Staff presented the "Leadership and Governance Study" (Attachment 1) to the Ross Town Council on February 9, 2023, to the Fairfax Town Council on February 15, 2023 by means of a Special Meeting and to the San Anselmo Town Council on January 24, 2023. The Ross Town Council had a majority of council members interested in learning more about the details of a shared services agreement with Central Marin Fire. The Fairfax and San Anselmo Town Councils unanimously supported exploring the shared services option and returning to the Board

with details.

At the March 2023 Board meeting, staff presented a recommendation to the Board, based on the “Leadership and Governance Study”, asking for direction to further explore a single option for leadership of the Ross Valley Fire Department (Attachment 2) . The two options presented were as follows:

1. “Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)” or;
2. “Pursue a Joint Powers Agreement (shared services)” with Central Marin Fire Department (CMFD). **CMFD was the only allied agency that expressed an interest in furthering discussions of the shared services option.*

The Board directed staff to explore terms and conditions in relation to a “Joint Powers Agreement (shared services)” with CMFD and return to the Board with policy options.

SHARED SERVICES UPDATE:

After the March 2023 Board meeting, staff began engaging in discussions with city managers and command staff (Chief Officers) from both agencies (RVFD/CMFD) relating to shared services. These discussions included sharing of “Senior Leadership” (Fire Chief, Deputy Chief, Fire Marshall and Battalion Chiefs). Discussions were productive. A conceptual organization chart was created with existing personnel from both agencies to support a shared services model for “Senior Leadership”.

Both agencies envisioned that shared services would lead to a Joint Powers Authority (Merger) in the future. It was agreed that an in depth study of what a merger could entail financially for each agency would be beneficial and would support the initial steps of a shared services with “Senior Leadership”.

Shared Services discussions paused in June 2023 as RVFD staff focused on the RVFD Board-level issues from June 2023 - October 2023. On December 1, 2023 managers from each of the CMPD and RVFD jurisdictions reconvened to resurrect the discussion regarding opportunities to share services. The outcome of this discussion was that there is a strong interest in exploring options of combining functions within the current Marin Wildfire Prevention Authority (MWPA) Central Area Program, and shared services options with the fire prevention functions in the near future. Central Marin managers expressed that although there remains an interest in discussions regarding sharing services at the “Senior Leadership” level (as discussed up to June 2023) in the near future, they prefer that the fire prevention work should come first.

DEPARTMENT'S CURRENT SITUATION:

At the June 2023 Board meeting, the Board approved funding starting July 1, 2023 up to December 31, 2023 for a "Senior Leadership" command structure to include an Interim Fire Chief and Interim Deputy Chief with the expectation that a shared services agreement would be agreed upon with CMFD by January 1, 2024.

In October 2023, staff recognized that shared services discussions were moving slower than expected and that the current RVFD command structure, which has been working very well for the department and community, would need to be extended through the end of the current fiscal year. A special board meeting was held on November 27, 2023 where the Board approved an extension of the Departments command structure through June 30, 2024, while staff continued discussions with CMFD.

The Department's current "Senior Leadership" command structure includes temporarily placing an incumbent Battalion Chief into the Interim Fire Chief role, another incumbent Battalion Chief into an Interim Deputy Chief role, and two incumbent Captains into Acting Battalion Chief roles, leaving four of our five "Senior Leadership" positions temporarily filled. In addition, two incumbent Engineers were placed into Acting Fire Captain roles.

Staff feels the current "Senior Leadership" organizational structure is essential for the Departments future success, however the way these positions are currently staffed is not sustainable past June 30, 2024 for the following reason:

- Moving Battalion Chiefs, Captains and Engineers into Interim and Acting positions causes a trickle down effect at all levels, ultimately leaving the Department unable to hire for vacancies created at lower ranks until each one of these positions is staffed with a permanent appointment. This has recently created staffing challenges such as forcing employees to work multiple days outside of their regular work schedule to maintain the Departments minimum staffing.

NEXT STEPS:

With the current status of a shared service option for "Senior Leadership" with CMFD not a viable option in the near future, and the current command structure not sustainable past June 30, 2024, Staff is recommending the Board consider the remaining option presented at the March 2023 Board meeting. Based on the LMS "Leadership and Governance Study" this is the only option the department currently has:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

Staff feels this option will continue to provide sustainability of Fire and Emergency Services for our community, while providing enough flexibility to revisit a shared services discussion relating to "Senior Leadership" with CMFD.

If directed, staff is prepared to bring back details and fiscal impacts on this option for the Board to further discuss at the February 14, 2024 Board meeting.

FISCAL IMPACT:

This report has no fiscal impact.

Encl.: Local Motion Solutions Leadership and Governance Study – **Attachment #1**
Staff Report Governance and Leadership Study- March 2023 – **Attachment #2**

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of February 14, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief
Dave Donery, RVFD Executive Officer

Subject: Receive Report On Ross Valley Fire Department Stand Alone Fire Chief Model and Associated Costs and Provide Direction to Staff.

RECOMMENDATION

Receive Report On Ross Valley Fire Department Stand Alone Fire Chief Model and Associated Costs and Provide Direction to Staff.

BACKGROUND

At the January 12, 2024 Special Meeting of the Ross Valley Fire Department (RVFD) Board Of Directors (Board), staff provided an update on the current situation relating to the shared services discussions with Central Marin Fire Department (CMFD).

Staff highlighted that shared services discussions paused in June 2023 as RVFD Staff focused on the RVFD Board-level issues from June 2023 - October 2023. On December 1, 2023 managers from each of the CMFD and RVFD jurisdictions reconvened to resurrect the discussion regarding opportunities to share services. The outcome of this discussion concluded that there is a strong interest in exploring options of combining functions within the current Marin Wildfire Prevention Authority (MWPA) Central Area Program, and shared services options with the fire prevention functions in the near future. Central Marin managers expressed that although there remains an interest in discussions regarding sharing services at the “Senior Leadership” (management staff consisting of Fire Chief and Deputy Chief) level in the near future, they prefer that the fire prevention opportunities be explored first.

Staff explained the current status of a shared service option for “Senior Leadership” with CMFD was not viable in the immediate future, and the current RVFD command structure was not sustainable past June 30, 2024. Staff recommended the Board consider the remaining option that Local Motion Solutions (LMS) identified in their “Leadership and Governance Study”. That option was as follows:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

During the meeting on January 12, 2024, Staff was directed to bring back details and fiscal impacts on this option for the Board to further discuss at the February 14, 2024 Board meeting.

DISCUSSION

As mentioned above, the LMS “Leadership and Governance Study” has identified the Departments only remaining option at this time is a “stand-alone fire agency”. The study identifies, modern day fire service needs that include positions to consider for an organization the size of RVFD and quotes, “To create a management staff of appropriate size, Ross Valley would likely have to hire/promote not only a Fire Chief but likely a Deputy Chief and possibly a Fire Marshal “ (LMS p 22).

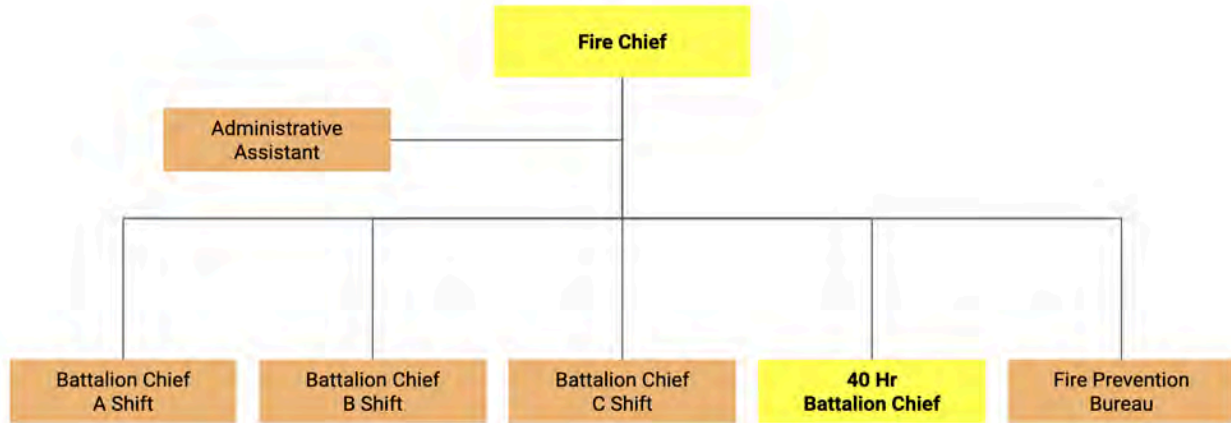
It is recommended that the following “RVFD Stand Alone Fire Chief Command Structure Proposal” be established and **re-evaluated in 12 months** to ensure the proposed positions are sufficient to support the organization. The proposed command structure also takes into consideration, and allows for flexibility relating to shared services discussions in the future.

RVFD STAND ALONE FIRE CHIEF COMMAND STRUCTURE PROPOSAL

The Department's current “Senior Leadership” includes temporarily placing an incumbent Battalion Chief into the Interim Fire Chief role, and an incumbent Battalion Chief into an Interim Deputy Chief role. This model has proven to be successful over the last year, as the Interim Deputy Chief role, one RVFD has never had before, provided much needed organizational support working alongside the Interim Fire Chief. Staff feels a similar command structure model is essential for the Department's future success.

Staff is asking the Board to consider the following command structure to support a “Stand Alone Fire Agency”:

- Filling the Fire Chief’s vacancy
- Creating a new full time Battalion Chief position, assigned to a 40 hour work schedule. This new Battalion Chief position will replace the temporarily created Interim Deputy Chief position.



The proposed new Battalion Chief (40hr) position will replace the position of the Departments current temporary Interim Deputy Chief.

Based on analysis of the Interim Deputy Chief job duties within the last 6 months, Staff feels at this time, these duties fall under the position of a Battalion Chief rather than a Deputy Chief. The position has proven to provide the Department with much needed support at the Chief Officer level allowing for Staff to take action on items such as: three person engine staffing and implementation, fire station remodels at Stations 20 and 21 (to include temporary housing of on duty personnel), and preparing for the closure of Fire Station 18. These items are still ongoing and will need continued attention to ensure fiscal accountability and timely completion. The position will also provide organization depth at the Chief Officer “administrative level” as the department has not increased its administrative support at any level since the early 1990’s (30 years). Furthermore, this position will provide an enhanced service to our community by providing emergency response while on duty, to incidents when needed, at times alleviating the need to rely on outside agencies from further away.

In addition, all fire departments in Marin of similar size, have at least one Chief Officer position similar to Staff’s recommendation.

ASSOCIATED SALARY COSTS

Associated costs below for both the Fire Chief and new Battalion Chief (40hrs) include salary and benefits (fully burden costs).

Fire Chief - The current Interim Fire Chiefs cost is \$330,347 (fully burden). An exact cost amount will be determined once a contract is agreed upon for the new Fire Chief. Filling this position is not anticipated to impact member agencies' costs in Fiscal Year 2024-2025, as money was already allocated in the Fiscal Year 2023-2024 budget to account for the Department’s transitional phase due to the MCFD contract ending.

Battalion Chief (40hrs) - Costs for this position will be approximately \$291,693 (fully burden), understanding that an exact amount will be determined once negotiations are completed with the

Chief Officers Association bargaining group, as the position of a Battalion Chief (40hrs) is not covered under the current Chief Officer MOU. This new position is expected to impact member agency costs in Fiscal Year 2024-2025 as estimated below.

ESTIMATED FISCAL YEAR 2024-2025 COST INCREASE				
FY	Fairfax	Ross	San Anselmo	Sleepy Hollow FPD
Percent Share	23.30%	23.37%	40.53%	12.80%
FY24-25	\$67,964	\$68,168	\$118,223	\$37,336

ASSOCIATED EMERGENCY RESPONSE VEHICLE COSTS

Fire Chief - Although the Fire Chief is not part of the normal response force, it is common practice to have this position staffed in an emergency response vehicle as they provide support to expanding incidents (large structure fire, earthquake, wildland fire, evacuations, ect). The estimated cost of a new Fire Chief’s emergency response vehicle is approximately \$125,000.

Battalion Chief (40hrs) - The new Battalion Chief position will have the same operational qualifications as the current three Battalion Chiefs (shift), providing much needed depth to the organization not just administratively but during emergency incidents and staffing challenges. The estimated cost of a new Battalion Chiefs emergency response vehicle is approximately \$140,00.

Staff recommends the Board consider funding the combined vehicle cost of approximately \$265,000 by means of “Undesignated Reserves” (Reserves). After the purchase of these two vehicles, the reserve account balance will be approximately \$2,481,451. This amount is 17.2% of the current budget still within the Department’s Reserve Fund Policy of 10%.

NEXT STEPS

If the Board supports the Staff recommendation, refined costs and details of both the proposed positions of Fire Chief and Battalion Chief (40hrs) will be brought back to a future meeting for your consideration of approval. The first step in this process will be a discussion in closed session at the end of this meeting agenda.

FISCAL IMPACTS

There are no direct associated fiscal impacts to this report. Depending on Board direction, it is anticipated that there will be fiscal impacts in the future, however a Staff report will be provided to the Board at that time.

ATTACHMENTS

Local Motion Solutions Leadership and Governance Study - **Attachment #1**

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION

The authorized representatives of the Parties have met and conferred and present the following joint recommendation to the Ross Valley Fire Department Board of Directors for amendment of the existing Memorandum of Understanding (MOU) for the purpose of creating an additional Chief Officer Position assigned to a 40-hour work week schedule.

Section 2: Rates of Pay

The Basic rate of pay equals:

- a. The base hourly rate of pay for 56-hour employees shall be determined by dividing an employee's monthly salary by 242. The formula is: $\text{Monthly Salary}/242 = \text{base hourly rate of pay}$. The base hourly rate of pay for 40-hour employee's shall be determined by dividing an employee's monthly salary by 173.33. The formula is: $\text{Monthly Salary}/173.33 = \text{base hourly rate of pay}$.

Section 3: Salary and Wage Plan for Battalion Chiefs

FY 24/25

STEPS	A	B	C
40-hour	16,296.27	17,201.62	18,106.97

**Above includes FY 24/25 contractual 3% agreement per Chief Officers MOU.*

Battalion Chiefs assigned to the 40-hour position shall receive a 9.85% increase in their base salary above the 56-hour Battalion Chief. This increase is factored into the base salary listed above.

Section 4: Hours of Work

For 56-hour Chief Officers:

The firefighting duty schedule shall consist of two twenty-four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight hours in duration, commencing at 7 o'clock am.

For 40-hour Chief Officers:

The duty schedule shall consist of a schedule that is equal to 40 hours per week. Chief Officers may work flexible hours, but will typically have a 5-8 or 4-10 schedule.

Section 7: Administrative Leave

40-hour Chief Officers will accrue 103 hours of administrative leave.

Section 9: Vacations

Vacation:

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE	ANNUAL VACATION ENTITLEMENT 56-hour Chief Officers	ANNUAL VACATION ENTITLEMENT 40-hour Chief Officers
Start Through 36	6 24-hour shifts/144 hrs	103 hours
37 Through 96	8 24-hour shifts/192 hrs	137 hours
97 Through 180	10 24-hour shifts/240 hrs	171 hours
181 And over	12 24-hour shifts/288 hrs	206 hours

- f. Vacation may be taken in advance of accrual and, if approved by the Chief, as convenient to Authority as follows:

56-hour Chief Officers may take 72 hours of vacation in advance of accrual.

40-hour Chief Officers may take 51 hours of vacation in advance of accrual

- J. 40-hour Chief Officers will not participate in the vacation selection process with 56-hour Chief Officers.

Section 10: Sick Leave

- b. During the term of this agreement, employees will accrue sick leave as follows;

56-hour Chief Officers will accrue 12 hours per month

40-hour Chief Officers will accrue 8.5 hours per month

Sick *leave* shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick *leave*; periods of *leave* without pay not exceeding three (3) weeks; periods of non-charged *leave* for work-connected illness or injury if the disability is determined to be temporary.

- d. In case of necessity, sick leave may be taken in advance of accrual if approved by the Chief as follows:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

- e. In the event of illness or injury of a person having a close familial relationship with an employee covered by this agreement, the following sick leave hours may be taken as familiar care leave per contract year:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person identified by law.

- f. In the death of a person having a close familial relationship with an employee covered by this agreement, the following sick leave hours may be taken as bereavement leave per contract year:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person approved by the Chief.

Section 19: Working Conditions

- g. 40-hour Chief Officers will not participate in the overtime signup process. but may backfill 56-hour Chief Officers to prevent force hires and/or during times of extreme staffing shortages.
- h. All Chief Officers will be allowed time to participate in the department's physical

fitness programs. 40-hour Chief Officers will work with the Fire Chief to mutually agree on participation times based on their work schedule.

- i. The 40hr Battalion Chief position will not be part of the Departments daily minimum staffing requirements, unless covering a 56-hour Battalion Chief.
- j. Incumbent Chief Officers may request to transfer to either the 56-hour or 40-hour position prior to vacancies being filled through a promotional process. If said transfer is approved by the Fire Chief, it will not go into effect until the subsequent vacancy can be filled unless it is filling a 56-hour position.
- k. Upon transfer or promotion to the 40-hour position, employees will keep their current accrued leave balances and benefits.
- l. When more than one vacancy exists at the Battalion Chief level the 56-hour position will be filled prior to the 40-hour position.

Term

This agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the agreement.

Ross Valley Fire Chief Officers Association
Tim Grasser, Representative

Date: _____

Ross Valley Fire Department
Tom Finn, Board Of Directors President

Date: _____

Battalion Chief

203.1 PURPOSE AND SCOPE

Under general direction, to assist in planning and directing activities of the Fire Department; to perform assigned administrative and supervisory duties; and do related work as required.

203.2 DUTIES AND RESPONSIBILITIES

Battalion Chief is a multiple-position management classification in the Fire Department. This position supervises Department personnel and suppression operations. The Battalion Chief is the second level below and reports directly to the Fire Chief.

203.2.1 IMPORTANT AND ESSENTIAL DUTIES

Essential responsibilities and duties may include, but are not limited to, the following:

- Command and manage all risk incidents, including fires, rescues, hazardous materials incidents, and other emergencies. Coordinating with other responders and agencies to ensure a comprehensive and effective approach to mitigation and recovery including the investigation of incidents that fall under the Departments authority.
- Direct and supervise firefighting forces as required; ascertain the need for any type of additional equipment necessary to counteract the emergency; and make technical decisions as to the best methods of handling emergencies after observing the situation and receiving oral reports from officers.
- Supervises company officers under their command, including assigning work and special projects and managing shift schedules to maintain a balanced shift strength. Additionally, they prepare annual employee development evaluations for personnel under their supervision and review scheduled vacation, holidays, sick leave, compensatory leave, and other types of leave for the company officers. The Battalion Chief shall be responsible and accountable for enforcing the Department's rules, regulations, general orders, special orders, procedures, and policies.
- Oversees work assignments and special projects as directed by the Fire Chief while receiving, preparing, and completing reports on assigned activities for review by the Fire Chief. Additionally, supervise and/or conduct training activities as assigned, providing recommendations to the Fire Chief regarding personnel appointments and disciplinary actions. The Battalion Chief assists in preparing the Department budget and reviews all company incident reports.
- The Battalion Chief shall acquire jurisdictional knowledge of the area. Such knowledge shall include, but not be confined to, target hazards, extraordinary hazards, locations, and functions of firefighting systems and the water supply available for fire extinguishment.
- Lead and manage fire prevention personnel in engaging with the community to promote fire prevention and safety initiatives. This involves overseeing public education programs, outreach events, media appearances, and collaboration with local schools, businesses, and community organizations.

Ross Valley Fire Department

Policies

Battalion Chief

- Oversee the maintenance and repair of Department vehicles and buildings. Working with the Joint Powers Authority member agencies on capital improvements.
- Manage the department's technology and communications needs, including hardware, software, and devices both fixed and mobile.

203.2.2 OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

203.3 JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge and abilities required for this position include familiarity with Fire Department operations, administration, laws, ordinances, and codes relevant to fire services. Additionally, expertise in firefighting methods, fire prevention, inspection, and emergency medical practices is essential. Proficiency in training procedures, apparatus maintenance, and knowledge of local geography. Effectively leading firefighting personnel, organizing fire prevention programs, maintaining records, and analyzing fire situations and driving situations are critical. Strong written and oral communication skills are required to articulate findings and recommendations accurately.

203.4 EXPERIENCE AND TRAINING

- Chief Officer Certification from the California State Fire Marshal's Office

or

- Meet the following requirements of California State Fire Marshal's Office for
 - Chief Fire Officer 1/1/2017
 - Chief Fire Officer 3A: Human Resource Management
 - Chief Fire Officer 3B: Budget & Fiscal Responsibilities
 - Chief Fire Officer 3C: General Administration Functions
 - Chief Fire Officer 3D: Emergency Service Delivery Responsibilities
- ICS-300: Intermediate ICS for Expanding Incidents

and

- California Incident Command Certification System Engine Boss Qualified
- *Highly desired: AH-330, S-270, S-219/S-234
- Possess an Associates Degree or higher from an accredited institution.
- Five (5) years in the rank of Captain in the Ross Valley Fire Department.
- Valid CA Drivers License
- Valid EMT certification or Paramedic License

203.5 SPECIAL REQUIREMENTS

None.

Ross Valley Fire Department

Policies

Battalion Chief

203.6 WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Due to the varied and unpredictable nature of firefighting and public safety, personnel may be required to perform the following and more: work in an emergency firefighting environment; immediately dangerous to life and health in intense, life-threatening conditions; exposure to heat, fire, smoke, body fluids, and noise; running, walking, crawling, climbing, stooping, and lifting, and in inclement weather conditions.

Position requires the use of a Self Contained Breathing Apparatus, prolonged sitting, standing, walking, running, jumping, reaching, repetitive hand movements, twisting, turning, kneeling, bending, squatting, in the performance of daily activities. Personnel must frequently lift and /or move up to 25 pounds and occasionally lift and/or move more than 100 pounds. The position also requires both near and far vision, peripheral vision, depth perception, and the ability to adjust focus.

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of June 12, 2024

To: Board of Directors

From: Dave Donery, Executive Officer

Subject: Fire Chief Employment Agreement and a Command Vehicle Purchase Funded Through Undesignated Reserves.

RECOMMENDATION

The Board consider approving the Fire Chief Employment Agreement with Daniel Mahoney and approve \$125,000 to be used from undesignated reserves to purchase a new command vehicle.

BACKGROUND

At the January 12, 2024 Special Meeting of the Ross Valley Fire Department (RVFD) Board of Directors (Board), a staff report (Attachment #1) was presented recommending the Board consider the remaining option that Local Motion Solutions identified in their “Leadership and Governance Study”. That option was as follows:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

Staff was directed to bring back details and fiscal impacts on this option for the Board to further discuss at the February 2024 Board meeting.

At their February 14, 2024 Board meeting, a staff report (Attachment #2) was presented recommending an “RVFD Stand Alone Fire Chief Command Structure” be developed with the intention that the staffing structure be **re-evaluated in 12 months** to ensure the proposed positions are sufficient to support the organization. The proposed command structure also takes into consideration and allows for flexibility relating to shared services discussions in the future.

The Board directed staff to negotiate an employment agreement with Interim Fire Chief Dan Mahoney that would allow a smooth transition to the full-time Fire Chief position.

The Executive Officer, in consultation with the management team, worked with the Interim Fire Chief, to develop an employment agreement for the position of Fire Chief of the Ross Valley Fire Department.

DISCUSSION

During a closed session at their May 8, 2024 meeting, the Board discussed the proposed Ross Valley Fire Chief's employment agreement and salary recommendation. Staff presented the draft agreement, which was negotiated and developed by the management team in consultation with the Interim Fire Chief over the past several months. The provisions included in the proposed agreement are delineated below, with additional detail provided on certain provisions (marked with an asterisk (*)) to provide clarity.

- *Effective Date* (term)*: It is suggested that the agreement may be amended and shall continue until terminated.
- Duties and authority
- Employee obligation
- Compensation*
- Benefits*
- Evaluation*
- Indemnification
- At-Will Status
- Severance*
- Method of Amendment
- Notices
- Revision rights*
- General provisions

Additional Information:

Effective Date (term)*: It is suggested that the agreement may be amended and shall continue until terminated.

Compensation: The negotiated salary for the position is based on the County median compensation, which is \$249K, along with the calculation of what the Chief position would be paid today if the stand-alone model continued since the last stand-alone RVFD Chief's contract (2017) using the annual Chief Officer's COLA. The recommended salary has been developed using this model.

Benefits: Most of the benefits included in the employment agreement are indexed to the Chief Officer Association MOU with some exceptions such as Item I (Vehicle) and Item L (Administrative Leave) provisions which are unique to the Chief position.

Evaluation: In an effort to evaluate the Chief's performance on an ongoing basis and to provide support for the Chief's ongoing professional development, staff is recommending the inclusion of an annual written performance evaluation, a biennial 360 evaluation process which provides a way for an employee to understand their personal strengths and weaknesses using constructive feedback of others who work with them the most.

Severance: This section contains specific provisions related to termination of employment with cause and without cause along with provisions for if the employee voluntarily terminates their employment.

Revision Rights: This section contains information related to the employee's rights should the board terminate employment as Chief without cause. This clause is commonly included when a Chief is promoted from within a department.

FISCAL IMPACTS

Fire Chief Salary/Benefits - The proposed Fire Chief cost is \$361,726 (fully-burdened). Filling this position is not anticipated to impact member agencies' costs in Fiscal Year 2024-2025, as money was already allocated in the Fiscal Year 2023-2024 budget to account for the Department's transitional phase due to the MCFD contract ending.

Fire Chief Emergency Response Vehicle - Although the Fire Chief is not part of the normal response force, it is common practice to have this position staffed in an emergency response vehicle as they provide support to expanding incidents (large structure fire, earthquake, wildland fire, evacuations, etc). The estimated cost of a new Fire Chief's emergency response vehicle is approximately \$125,000.

Staff recommends the Board consider funding the vehicle cost of approximately \$125,000 by means of "Undesignated Reserves". After the purchase of this vehicle, the reserve account balance will be approximately \$2,636,805.

Note: If the 40-hour-per-week Battalion Chief command vehicle (\$140,000) and the Fire Chief command vehicle (\$125,000) are both approved at the June 12, 2024 Board meeting, the reserve account balance will be \$2,496,805 which is 16.7% of the current budget still within the Department's Reserve Fund Policy of 10%.

ATTACHMENTS

Attachment #1 – Staff Report January 2024

Attachment #2 – Staff Report February 2024

Attachment #3 – Employment Agreement For Ross Valley Fire Department Fire Chief With Daniel Mahoney

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting on January 12, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief and Dave Donery, Executive Officer

Subject: Receive Update on Shared Services Discussions with Central Marin Fire Department and Direct Staff as Appropriate.

RECOMMENDATION:

Receive update on Shared Services discussions with Central Marin Fire Department and direct staff as appropriate.

BACKGROUND:

In August 2018, the Ross Valley Fire Department (RVFD) entered into a Memorandum of Understanding (MOU) with Marin County Fire Department (MCFD) to provide administrative and executive services. At the April 2022 Ross Valley Fire Department Board Of Directors (Board) meeting, MCFD notified the Board there was not an interest in renewing the agreement after the set expiration date of June 30, 2023.

At the May 2022 Board meeting, approval was granted to provide a request for proposal to explore policy options in relation to the Department’s leadership and governance after the MCFD MOU expired.

In July 2022, Local Motion Solutions (LMS) was selected to develop a high-level report outlining future “Leadership and Governance” options available to the RVFD.

At the January 2023 Board meeting, staff presented the results of the LMS “Leadership and Governance Study”. Staff was directed to bring the presentation to each Town Council (Council) ensuring opportunity for public input/engagement, and answer questions each Council may have.

Staff presented the “Leadership and Governance Study” (Attachment 1) to the Ross Town Council on February 9, 2023, to the Fairfax Town Council on February 15, 2023 by means of a Special Meeting and to the San Anselmo Town Council on January 24, 2023. The Ross Town Council had a majority of council members interested in learning more about the details of a shared services agreement with Central Marin Fire. The Fairfax and San Anselmo Town Councils unanimously supported exploring the shared services option and returning to the Board

with details.

At the March 2023 Board meeting, staff presented a recommendation to the Board, based on the “Leadership and Governance Study”, asking for direction to further explore a single option for leadership of the Ross Valley Fire Department (Attachment 2) . The two options presented were as follows:

1. “Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)” or;
2. “Pursue a Joint Powers Agreement (shared services)” with Central Marin Fire Department (CMFD). **CMFD was the only allied agency that expressed an interest in furthering discussions of the shared services option.*

The Board directed staff to explore terms and conditions in relation to a “Joint Powers Agreement (shared services)” with CMFD and return to the Board with policy options.

SHARED SERVICES UPDATE:

After the March 2023 Board meeting, staff began engaging in discussions with city managers and command staff (Chief Officers) from both agencies (RVFD/CMFD) relating to shared services. These discussions included sharing of “Senior Leadership” (Fire Chief, Deputy Chief, Fire Marshall and Battalion Chiefs). Discussions were productive. A conceptual organization chart was created with existing personnel from both agencies to support a shared services model for “Senior Leadership”.

Both agencies envisioned that shared services would lead to a Joint Powers Authority (Merger) in the future. It was agreed that an in depth study of what a merger could entail financially for each agency would be beneficial and would support the initial steps of a shared services with “Senior Leadership”.

Shared Services discussions paused in June 2023 as RVFD staff focused on the RVFD Board-level issues from June 2023 - October 2023. On December 1, 2023 managers from each of the CMPD and RVFD jurisdictions reconvened to resurrect the discussion regarding opportunities to share services. The outcome of this discussion was that there is a strong interest in exploring options of combining functions within the current Marin Wildfire Prevention Authority (MWPA) Central Area Program, and shared services options with the fire prevention functions in the near future. Central Marin managers expressed that although there remains an interest in discussions regarding sharing services at the “Senior Leadership” level (as discussed up to June 2023) in the near future, they prefer that the fire prevention work should come first.

DEPARTMENT'S CURRENT SITUATION:

At the June 2023 Board meeting, the Board approved funding starting July 1, 2023 up to December 31, 2023 for a "Senior Leadership" command structure to include an Interim Fire Chief and Interim Deputy Chief with the expectation that a shared services agreement would be agreed upon with CMFD by January 1, 2024.

In October 2023, staff recognized that shared services discussions were moving slower than expected and that the current RVFD command structure, which has been working very well for the department and community, would need to be extended through the end of the current fiscal year. A special board meeting was held on November 27, 2023 where the Board approved an extension of the Departments command structure through June 30, 2024, while staff continued discussions with CMFD.

The Department's current "Senior Leadership" command structure includes temporarily placing an incumbent Battalion Chief into the Interim Fire Chief role, another incumbent Battalion Chief into an Interim Deputy Chief role, and two incumbent Captains into Acting Battalion Chief roles, leaving four of our five "Senior Leadership" positions temporarily filled. In addition, two incumbent Engineers were placed into Acting Fire Captain roles.

Staff feels the current "Senior Leadership" organizational structure is essential for the Departments future success, however the way these positions are currently staffed is not sustainable past June 30, 2024 for the following reason:

- Moving Battalion Chiefs, Captains and Engineers into Interim and Acting positions causes a trickle down effect at all levels, ultimately leaving the Department unable to hire for vacancies created at lower ranks until each one of these positions is staffed with a permanent appointment. This has recently created staffing challenges such as forcing employees to work multiple days outside of their regular work schedule to maintain the Departments minimum staffing.

NEXT STEPS:

With the current status of a shared service option for "Senior Leadership" with CMFD not a viable option in the near future, and the current command structure not sustainable past June 30, 2024, Staff is recommending the Board consider the remaining option presented at the March 2023 Board meeting. Based on the LMS "Leadership and Governance Study" this is the only option the department currently has:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

Staff feels this option will continue to provide sustainability of Fire and Emergency Services for our community, while providing enough flexibility to revisit a shared services discussion relating to "Senior Leadership" with CMFD.

If directed, staff is prepared to bring back details and fiscal impacts on this option for the Board to further discuss at the February 14, 2024 Board meeting.

FISCAL IMPACT:

This report has no fiscal impact.

Encl.: Local Motion Solutions Leadership and Governance Study – **Attachment #1**
Staff Report Governance and Leadership Study- March 2023 – **Attachment #2**

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of February 14, 2024

To: Board of Directors

From: Dan Mahoney, Interim Fire Chief
Dave Donery, RVFD Executive Officer

Subject: Receive Report On Ross Valley Fire Department Stand Alone Fire Chief Model and Associated Costs and Provide Direction to Staff.

RECOMMENDATION

Receive Report On Ross Valley Fire Department Stand Alone Fire Chief Model and Associated Costs and Provide Direction to Staff.

BACKGROUND

At the January 12, 2024 Special Meeting of the Ross Valley Fire Department (RVFD) Board Of Directors (Board), staff provided an update on the current situation relating to the shared services discussions with Central Marin Fire Department (CMFD).

Staff highlighted that shared services discussions paused in June 2023 as RVFD Staff focused on the RVFD Board-level issues from June 2023 - October 2023. On December 1, 2023 managers from each of the CMFD and RVFD jurisdictions reconvened to resurrect the discussion regarding opportunities to share services. The outcome of this discussion concluded that there is a strong interest in exploring options of combining functions within the current Marin Wildfire Prevention Authority (MWPA) Central Area Program, and shared services options with the fire prevention functions in the near future. Central Marin managers expressed that although there remains an interest in discussions regarding sharing services at the “Senior Leadership” (management staff consisting of Fire Chief and Deputy Chief) level in the near future, they prefer that the fire prevention opportunities be explored first.

Staff explained the current status of a shared service option for “Senior Leadership” with CMFD was not viable in the immediate future, and the current RVFD command structure was not sustainable past June 30, 2024. Staff recommended the Board consider the remaining option that Local Motion Solutions (LMS) identified in their “Leadership and Governance Study”. That option was as follows:

- Pursue the development of a stand-alone fire agency (Fire Chief & Executive Staff)

During the meeting on January 12, 2024, Staff was directed to bring back details and fiscal impacts on this option for the Board to further discuss at the February 14, 2024 Board meeting.

DISCUSSION

As mentioned above, the LMS “Leadership and Governance Study” has identified the Departments only remaining option at this time is a “stand-alone fire agency”. The study identifies, modern day fire service needs that include positions to consider for an organization the size of RVFD and quotes, “To create a management staff of appropriate size, Ross Valley would likely have to hire/promote not only a Fire Chief but likely a Deputy Chief and possibly a Fire Marshal “ (LMS p 22).

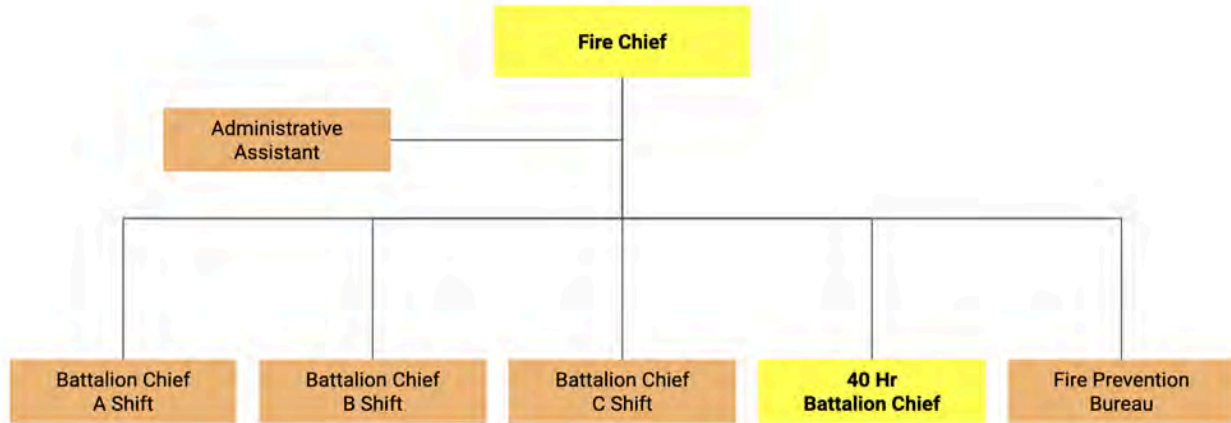
It is recommended that the following “RVFD Stand Alone Fire Chief Command Structure Proposal” be established and **re-evaluated in 12 months** to ensure the proposed positions are sufficient to support the organization. The proposed command structure also takes into consideration, and allows for flexibility relating to shared services discussions in the future.

RVFD STAND ALONE FIRE CHIEF COMMAND STRUCTURE PROPOSAL

The Department's current “Senior Leadership” includes temporarily placing an incumbent Battalion Chief into the Interim Fire Chief role, and an incumbent Battalion Chief into an Interim Deputy Chief role. This model has proven to be successful over the last year, as the Interim Deputy Chief role, one RVFD has never had before, provided much needed organizational support working alongside the Interim Fire Chief. Staff feels a similar command structure model is essential for the Department's future success.

Staff is asking the Board to consider the following command structure to support a “Stand Alone Fire Agency”:

- Filling the Fire Chief’s vacancy
- Creating a new full time Battalion Chief position, assigned to a 40 hour work schedule. This new Battalion Chief position will replace the temporarily created Interim Deputy Chief position.



The proposed new Battalion Chief (40hr) position will replace the position of the Departments current temporary Interim Deputy Chief.

Based on analysis of the Interim Deputy Chief job duties within the last 6 months, Staff feels at this time, these duties fall under the position of a Battalion Chief rather than a Deputy Chief. The position has proven to provide the Department with much needed support at the Chief Officer level allowing for Staff to take action on items such as: three person engine staffing and implementation, fire station remodels at Stations 20 and 21 (to include temporary housing of on duty personnel), and preparing for the closure of Fire Station 18. These items are still ongoing and will need continued attention to ensure fiscal accountability and timely completion. The position will also provide organization depth at the Chief Officer “administrative level” as the department has not increased its administrative support at any level since the early 1990’s (30 years). Furthermore, this position will provide an enhanced service to our community by providing emergency response while on duty, to incidents when needed, at times alleviating the need to rely on outside agencies from further away.

In addition, all fire departments in Marin of similar size, have at least one Chief Officer position similar to Staff’s recommendation.

ASSOCIATED SALARY COSTS

Associated costs below for both the Fire Chief and new Battalion Chief (40hrs) include salary and benefits (fully burden costs).

Fire Chief - The current Interim Fire Chiefs cost is \$330,347 (fully burden). An exact cost amount will be determined once a contract is agreed upon for the new Fire Chief. Filling this position is not anticipated to impact member agencies' costs in Fiscal Year 2024-2025, as money was already allocated in the Fiscal Year 2023-2024 budget to account for the Department’s transitional phase due to the MCFD contract ending.

Battalion Chief (40hrs) - Costs for this position will be approximately \$291,693 (fully burden), understanding that an exact amount will be determined once negotiations are completed with the

Chief Officers Association bargaining group, as the position of a Battalion Chief (40hrs) is not covered under the current Chief Officer MOU. This new position is expected to impact member agency costs in Fiscal Year 2024-2025 as estimated below.

ESTIMATED FISCAL YEAR 2024-2025 COST INCREASE				
FY	Fairfax	Ross	San Anselmo	Sleepy Hollow FPD
Percent Share	23.30%	23.37%	40.53%	12.80%
FY24-25	\$67,964	\$68,168	\$118,223	\$37,336

ASSOCIATED EMERGENCY RESPONSE VEHICLE COSTS

Fire Chief - Although the Fire Chief is not part of the normal response force, it is common practice to have this position staffed in an emergency response vehicle as they provide support to expanding incidents (large structure fire, earthquake, wildland fire, evacuations, ect). The estimated cost of a new Fire Chief’s emergency response vehicle is approximately \$125,000.

Battalion Chief (40hrs) - The new Battalion Chief position will have the same operational qualifications as the current three Battalion Chiefs (shift), providing much needed depth to the organization not just administratively but during emergency incidents and staffing challenges. The estimated cost of a new Battalion Chiefs emergency response vehicle is approximately \$140,00.

Staff recommends the Board consider funding the combined vehicle cost of approximately \$265,000 by means of “Undesignated Reserves” (Reserves). After the purchase of these two vehicles, the reserve account balance will be approximately \$2,481,451. This amount is 17.2% of the current budget still within the Department’s Reserve Fund Policy of 10%.

NEXT STEPS

If the Board supports the Staff recommendation, refined costs and details of both the proposed positions of Fire Chief and Battalion Chief (40hrs) will be brought back to a future meeting for your consideration of approval. The first step in this process will be a discussion in closed session at the end of this meeting agenda.

FISCAL IMPACTS

There are no direct associated fiscal impacts to this report. Depending on Board direction, it is anticipated that there will be fiscal impacts in the future, however a Staff report will be provided to the Board at that time.

ATTACHMENTS

Local Motion Solutions Leadership and Governance Study - **Attachment #1**

EMPLOYMENT AGREEMENT
Fire Chief Daniel J. Mahoney

This Employment Agreement (“Agreement”) is made and entered into as of June 12, 2024, by and between the Ross Valley Fire Department, a California joint powers authority, established as a separate entity pursuant to the Joint Exercise of Powers Act, commencing at California Government Code § 6500 (“Employer” or “Department”) and Daniel Joseph Mahoney, an individual (“Employee”). Both Employer and Employee may be referred to as “parties” in this Agreement.

RECITALS

- A. Employer desires to engage the services of Employee and Employee desires to accept employment.
- B. Employer and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Employer and Employee agree as follows:

Section 1: Effective Date

Effective from the effective date of Employee’s appointment, as determined by Board action, Employer agrees to employ Employee as its Fire Chief. This agreement may be amended and shall continue until terminated.

Section 2: Duties and Authority

Employee shall exercise the full powers and perform the duties of the position of Fire Chief, as set forth in the Authority’s Joint Powers Agreement; applicable resolutions, rules, regulations, Department manuals, and procedures; the applicable job description (Policy 202) and

under state or federal law, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as Board, through the Executive Officer, may from time to time assign.

Section 3: Employee Obligation

Employee shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement, and utilize his best efforts to promote the Authority's interests. Employee shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with, his duties and responsibilities to Employer. In all cases where Employee desires to engage in outside services for compensation, Employee shall receive written authorization from the Board or the Executive Officer.

Section 4: Compensation

- A. Base Salary - Employer shall pay Employee an initial annual salary of \$247,213 subject to legally permissible or required withholding, prorated and paid on Employer's normal paydays. Employee's salary is compensation for all hours worked. A 3% cost-of-living adjustment (COLA) shall take effect on July 1, 2024.
- B. A one-time signing bonus of \$10,000 will be paid to the Employee upon Board approval of the employment agreement.
- C. Annual Compensation Adjustment – The Fire Chief's salary shall be reviewed on an annual basis by the Board or Executive Director. Recommendations for salary adjustments shall include, but not be limited to, consideration of the following:
 - Annual Written Performance Evaluation
 - Average County of Marin Fire Chief medium salary (includes Employer Paid Member Contributions)
 - Internal equity and compaction
 - Bay Area Consumer Price Index (San Francisco-Oakland-Hayward)

- D. Overtime Compensation - Employee shall be exempt from the overtime pay provisions of California law and federal law.
- E. All time accrued as a 56hr employee prior to appointment to Fire Chief shall be transferred without a 40hr/56hr ration calculation for retirement and any other purpose as required by law.

Section 5: Benefits

- A. Health Benefits (Plan Health Insurance-Active Employees) - Employee shall receive the same health benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- B. Cafeteria Plan - Employee shall receive the same cafeteria plan benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- C. Retirement - Employee shall receive the same retirement benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- D. Health Insurance Retiree - Employee shall receive the same health insurance retiree benefits as provided to other Department safety employees according to the Chief Officer Association MOU.
- E. Uniform Allowance - Employee shall receive the same uniform allowance as provided to other Department safety employees according to the Chief Officer Association MOU.
- F. Educational Incentive - Employee shall receive the same educational incentive as provided to other Department safety employees according to the Chief Officer Association MOU.
- G. Deferred Compensation - Employee shall receive the same deferred compensation option as provided to other Department safety employees according to the Chief Officer Association MOU.
- H. Holidays - Employee shall receive the same holidays as outlined in the Chief Officers Association MOU. Employee's salary includes

holiday pay. Accordingly, the Employee shall not be entitled to any additional salary or compensation for working on a holiday or to any form of holiday pay (in addition to base salary) or holiday in-lieu pay.

- I. Vehicle - The Department shall provide the employee with a Department-owned and maintained vehicle equipped for emergency response for Fire Chiefs use subject to any rules for use as proscribed by the Board or Executive Director. Other than transportation to and from home to work, Fire Chief shall not use the Department-owned vehicle for any personal purpose. Incidental trips in the course of daily living (medical/dental appointment, trip to grocery store, etc.) shall not be deemed a "personal purpose."
- J. Vacation - Employee shall accrue vacation at the rate of twenty five and one half (25.5) days annually equal to seventeen (17) hours per month. Employee may accrue a maximum of two times the annual accrual. Once Employee reaches the maximum accrual, he will not accrue additional vacation time until the total accrual falls below the maximum. Once each fiscal year, Employee may elect to receive cash payment for any accrued and unused vacation up to 80 hours. All other vacation leave provisions not mentioned shall be in accord with the terms and conditions provided in the Chief Officers Association MOU.
- K. Sick Leave - Employee will accrue sick leave at the rate of eight and one half (8.5) hours per month. Sick leave usage, accumulation and retirement payoff will be in accord with the terms and conditions provided in the Chief Officers Association MOU.
- L. Administrative Leave - Management positions are classified as Fair Labor Standards Act (FLSA) exempt and therefore are not eligible for overtime or compensatory time off. However, in recognition of the long hours required to perform the Fire Chief's position, including attendance at numerous meetings and emergency response outside normal working hours, the Employee shall receive eighty (80) hours of administrative leave annually. Said leave shall be available beginning July 1 through June 30 annually. Unused leave does not carry over from one fiscal year to the next.

M. Special Leave - Employee shall receive the same options as provided to other Department safety employees according to the Chief Officer Association MOU.

Section 6 Evaluation

- A. An annual written performance evaluation will be completed by the Executive Officer with input from the management team and Fire Board.
- B. A 360-evaluation process will be conducted as part of the first year performance evaluation and repeated every two years subsequently.
- C. An annual Professional Development Plan will be developed by the employee and Executive Officer as a supplement to the annual Performance Evaluation.

Section 7 Indemnification

Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Section 825, 995, and 995.2 through 995.8, the Employer will defend and pay any costs and judgements assessed against Employee arising out of an act or omission by Employee occurring the course and scope of Employee's performance of his duties under this Agreement. In the event the Department provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, Employee shall reimburse the Authority for such legal criminal defense funds if Employee is convicted of a crime involving the abuse of office or position, as provided by Government Code Sections 53243.

Section 8 At-will Employment Relationship

Employee is appointed by and serves at the pleasure of the Board. Except as otherwise provided by law and subject to Section 9, below, Employer may terminate this Agreement and the employment relationship at any time, without cause or prior notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Department, through the Board, to terminate this Agreement and the employment of Employee. Nothing in this Agreement shall prevent, limit, or otherwise

interfere with the right of Employee to resign from his employment with Employer, subject only to Employee providing 60 (sixty) calendar days prior written notice to Employer.

Section 9 Severance

Employer shall pay Employee for all services through the effective date of termination.

- A. If Employer terminates this Agreement (thereby terminating Employee's Employment) without cause, Employer shall pay Employee a lump sum severance benefit equal to six (6) months of his then applicable base salary. Payment of the Termination Benefits shall be made within sixty (60) days of the effective date of the Termination.
- B. If Employer terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this Agreement, cause shall mean termination due to:
- (1) A conviction, plea bargain, judgment or adverse determination by any state or federal court within the United States, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;
 - (2) Conviction of a felony;
 - (3) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law, or a misdemeanor conviction involving a crime of moral turpitude
 - (4) Willful abandonment of duties;
 - (5) A pattern of repeated, willful, and intentional failure to carry out materially significant and legally constituted policies and decisions of the Board made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

(6) Any other action or inaction by Employee that materially and substantially harms Department interests, materially and substantially impedes or disrupts the performance of Authority or that is detrimental to employee safety or public safety.

- A. If Employee terminates this Agreement (thereby terminating Employee's Employment), Employee shall not be entitled to any severance.
- B. Upon any separation from employment, the Employee will be compensated for all accrued but unused vacation leave and any other leave time that is eligible for payment upon separation under Department's rules and procedures. In the event this Agreement is terminated, Employee may elect to retire from the Department, provided he is eligible for and accepts a PERS retirement coincident with his separation.
- C. Any other terms of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Section 53260 - 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the Authority for any paid leave or cash settlement (including severance), as provided by Government Code Section 53243 - 53243.4.

Section 10 Method of Amendment

No amendments to this Agreement may be made except as approved by the Board of the District and executed by a writing signed and dated by Employer and Employee.

Section 11 Notices

Any notice by Employee under this Agreement shall be given in writing to Employer, either by personal service or by registered or certified mail, postage prepaid, addressed to the Board Chair at Department's then principal place of business. A courtesy copy shall be given to the Executive Officer in a like manner. Any such notice by Employer to Employee shall be given in a like manner and shall be addressed to Employee at his home address then shown in Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on

the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section. By mutual consent of both parties in writing, e-mail notice may be substituted for mail service

Section 12 General Provisions

- A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- B. This Agreement sets forth the final, complete, and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are rendered null and void by this Agreement unless specifically included in this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to Employer's generally applicable rules, policies and regulations, including those pertaining to employment matters, such as rules and regulations addressing equal employment opportunity, sexual harassment and violence in the workplace.
- C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California, U.S. Federal Law, and all applicable Codes, Ordinances and Resolutions. Jurisdiction for any legal matter that arises out of this Agreement shall be the Marin County Superior Court or the U.S. District Court of Northern California.
- D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents, or employees other than those expressly set forth in this Agreement.

Section 13 Revision Rights

If the Board elects to terminate Chief Mahoney from his position as Chief of the Department without cause, the Chief would then have the right to revert to a Battalion Chief's position, his last permanent rank.

- A. If one of the then-current Battalion Chiefs was elevated to the position of Chief, no further action need be taken, as the former Chief would fill that spot. If a Chief was hired from the outside, the Fire Chief would revert to his last permanent position, i.e., Battalion Chief, replacing the junior Battalion Chief, and the Department Reduction Force Procedure would be invoked.
- B. If Chief Mahoney is terminated for cause (as defined in Government Code (§19572), there would be no reversionary rights.
- C. This Agreement is personal to Chief Mahoney and does not create a past practice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

Employee: _____
Dan Mahoney Date

Employer: _____
Thomas Finn, Board President Date