

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
Board of Directors Regular Board Meeting**

Wednesday November 20, 2019 – 3:00 p.m.

*Dominique Yancey ~ Board President
Don Parker, Board Vice-President ~ Ryan Crean, Director
H. Jay Kerr, Director ~ Matthew Stamey, Director*

~MISSION STATEMENT~

In the spirit of our tradition, we strive for excellence, respectfully serving all with pride, honor and compassion.

**Meeting location: S.R.V.F.P.D. Administrative Offices - Boardroom
1500 Bollinger Canyon Road, San Ramon, CA 94583**

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA**
- 4. PUBLIC COMMENT**

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 *et seq.*) and may be limited to three (3) minutes for any person addressing the Board. Please complete a “Request to Speak” form and submit it to the District Clerk.

5. CONSENT CALENDAR

Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.

- 5.1 Approve the demand register for the period October 12, 2019, through November 8, 2019 in the amount of \$2,261,493.11.
- 5.2 Approve the Board minutes from the October 23, 2019 Regular Board Meeting.
- 5.3 Approval of salary, payroll taxes and retirement contributions for the month of October 2019 in the amount of \$4,614,638.65.
- 5.4 Authorization to purchase 11 sets of Structural Turnouts from LN Curtis & Sons in the amount of \$30,006.90.
- 5.5 Approval of Contract Amendment with Concern: EAP for Employee Assistance Program not to exceed \$45,000.
- 5.6 Authorization of payment to EBRCSA for operating payment in the amount of \$93,600.
- 5.7 Approval of Quarterly Investment Report for the quarter ending September 30, 2019.

5.8 **Personnel Actions:**

New Hires:

Confirmation of Part-Time Employment. Approve staff recommendation to hire:

1. Ronald Marley for Emergency Preparedness Coordinator, Step 4, effective October 28, 2019.

6. SPECIAL ANNOUNCEMENTS/PRESENTATIONS/GENERAL BUSINESS

- 6.1 Introduction of Part-Time Emergency Preparedness Coordinator Ron Marley.
- 6.2 Recognition of resident Tim Shannon for providing home for recent training.

7. OLD BUSINESS

- 7.1 Open Public Hearing to conduct the second reading of proposed Ordinance No. 36; Adoption of the 2019 Fire Code.

8. NEW BUSINESS

- 8.1 Adoption of Resolution No. 2019-08 authorizing approval of the Sixth Amended Joint Powers Agreement of the Fire Agencies Insurance Risk Authority and the updated Liability Risk Coverage Agreement.

9. CORRESPONDENCE FOR POSSIBLE BOARD ACTION AND/OR REVIEW

10. MONTHLY ACTIVITY REPORTS:

- 10.1 Operations Division-Deputy Chief Frank Drayton
Operations Report of monthly activities.
- 10.2 EMS – Battalion Chief, John Duggan
EMS Report of monthly activities.
- 10.3 Logistics – Deputy Chief Frank Drayton
Logistics Report of monthly activities.
- 10.4 Fire and Life Safety Division – Deputy Chief Frank Drayton
Fire and Life Safety Report of monthly activities.
- 10.5 Communications Division – Director of Emergency Communications, Denise Pangelinan
Communication Report of monthly activities.
- 10.6 Human Resources Division – Human Resources Director, Natalie Korthamar Wong
Human Resources Report of monthly activities.
- 10.7 Finance Division – Financial Consultant, Ken Campo
Finance Report of monthly activities.
- 10.8 Fire Chief – Fire Chief, Paige Meyer
Verbal report on monthly meetings, seminars, committee meetings, and other District related activities.

11. GOOD OF THE ORDER

12. UPCOMING CALENDAR OF EVENTS

- San Ramon Chamber Community Awards Dinner, Wednesday, December 4, 2019
- Thanksgiving Holiday – Thursday and Friday, November 28 & 29, 2019
- Wednesday, December 18, 2019, 3:00 p.m. – Regular Board Meeting
- Tuesday and Wednesday, December 24 and 25, 2019 – District Christmas Holiday

13. CLOSED SESSION

- 13.1 Possible exposure to litigation (4 matters) pursuant to Government Code Section 54956.9(d)(2). Facts and circumstances that might result in litigation need not be disclosed.

14. RETURN TO OPEN SESSION

15. REPORT UPON RETURN FROM CLOSED SESSION (if applicable)

16. ADJOURNMENT TO THE NEXT REGULAR BOARD MEETING SCHEDULED FOR WEDNESDAY DECEMBER 18, 2019 AT 3:00 P.M.

Prepared by:



Susan F. Brooks, District Clerk

Agenda posted on November 14, 2019 at the District's Administration Building, Fire Stations 30, 31, 32, 33, 34, 35, 36, 38, 39 and the San Ramon Valley Fire Protection Districts website at www.firedepartment.org.

The San Ramon Valley Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, including but not limited to American Sign Language interpreters, assistive listening devices, transportation to and from the meeting site or other accommodations, may be requested by calling (925) 838-6661 no later than 72 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 1500 Bollinger Canyon Road, San Ramon, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District Clerk at (925) 838-6661.

CONSENT ITEMS

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Check/Voucher Register
From 10/12/2019 Through 11/8/2019

<u>Check Number</u>	<u>Check Date</u>	<u>Payee</u>	<u>Check Amount</u>	<u>Transaction Description</u>
223665	11/7/2019	A-1 ENTERPRISES	305.00	Portable Toilets for Academy-Training Site
223521	10/17/2019	ABLE TO PLUMBING AND ROOTER	189.00	Unclog Sink-Stn 31
223566	10/28/2019	ABLE TO PLUMBING AND ROOTER	479.00	Ice Maker-Removal/Install Stn 38
10/31/19-01	10/31/2019	ACE AUTO REPAIR AND TIRE CENTER	1,907.62	Repair AC System-Unit 350
223522	10/17/2019	AIR EXCHANGE INC	1,630.49	Replace Steel Track/Parts-Medic Bay Stn 38
10/17/19-01	10/17/2019	AIRGAS USA LLC	197.31	Oxygen Tank Cylinders 8/5/19
10/17/19-02	10/17/2019	AIRGAS USA LLC	123.16	Oxygen Tank Cylinders 8/14/19
10/17/19-03	10/17/2019	AIRGAS USA LLC	117.06	Oxygen Tank Cylinders 8/19/19
10/17/19-04	10/17/2019	AIRGAS USA LLC	419.40	Oxygen Tank Cylinders 8/22/19
10/17/19-05	10/17/2019	AIRGAS USA LLC	312.01	Oxygen Tank Cylinders 8/26/19
10/17/19-06	10/17/2019	AIRGAS USA LLC	262.61	Oxygen Tank Cylinder Rental-Sept 2019
11/07/19-01	11/7/2019	AIRGAS USA LLC	426.80	Oxygen Tank Cylinders 10/4/19
11/07/19-02	11/7/2019	AIRGAS USA LLC	123.16	Oxygen Tank Cylinders 10/11/19
11/07/19-03	11/7/2019	AIRGAS USA LLC	230.40	Oxygen Tank Cylinders 10/14/19
11/07/19-04	11/7/2019	AIRGAS USA LLC	123.16	Oxygen Tank Cylinders 10/16/19
11/07/19-05	11/7/2019	AIRGAS USA LLC	452.72	Oxygen Tank Cylinders 10/18/19
223523	10/17/2019	ALAMEDA COUNTY FIRE DEPARTMENT	82.50	Re-inspection of Aerial-Unit 512
10/28/19-01	10/28/2019	ALL STAR FIRE EQUIPMENT INC	300.94	Head Nets for SCBA Masks (2)
10/28/19-02	10/28/2019	ALL STAR FIRE EQUIPMENT INC	77.66	Flow Test/Repair MMR
223666	11/7/2019	AMERICAN MESSAGING	331.35	Paging Service-11/19
223667	11/7/2019	AMERIGAS	124.55	Propane Tank Rent 10/1/19-9/30/20 Training Site
223524	10/17/2019	AP TRITON LLC	4,375.00	EMS Advocate Consulting Services-October 2019
223567	10/28/2019	ASBURY ENVIRONMENTAL SERVICES	65.00	Waste Oil Pick Up
223615	10/31/2019	ASBURY ENVIRONMENTAL SERVICES	55.00	Disposal-Crushed Oil Filters
223616	10/31/2019	ATT	21.31	Phone Service 9/19/19-10/18/19
223617	10/31/2019	ATT	5,737.96	Phones/Data/Radio Circuit/Long Distance 9/20/19-10/19/19
223618	10/31/2019	ATT	487.22	Phone Service-Comm Ctr 9/20-10/19/19
223619	10/31/2019	ATT	1,302.40	250Mb Internet Circuit-9/11/19-10/10/19
223620	10/31/2019	ATT MOBILITY	4,628.03	Cell Phones/Mobile Data 9/1-9/30/19
223621	10/31/2019	ATT MOBILITY	49.02	Cell Phone/Mobile Data-Chief Meyer 9/1-9/30/19
223622	10/31/2019	ATT MOBILITY	413.98	Cell Phones/Mobile Data/iPads 8/27/19-9/26/19
223668	11/7/2019	ATT MOBILITY	747.47	Cell Phones/Mobile Data/iPads 9/27/19-10/26/19
223525	10/17/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	239.00	Stn 35 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
223526	10/17/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	239.00	Stn 38 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
223527	10/17/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	239.00	Stn 33 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
223528	10/17/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	239.00	Stn 31 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
223529	10/17/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	239.00	Stn 34 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
223568	10/28/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	613.00	Stn 31 Annual Permit to Operate/Toxic Surcharge 11/19-11/21
223623	10/31/2019	BAY AREA AIR QUALITY MANAGEMENT DIST...	655.00	Stn 32 Annual Permit-Gas Dispensing Nozzle Fee 12/19-12/20
10/17/19-07	10/17/2019	BAYSPORT PREVENTIVE MEDICAL GROUP	1,015.00	Pre-employment Physical and Drug Testing

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Check Number	Check Date	Payee	Check Amount	Transaction Description
10/31/19-02	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 30 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-03	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 31 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-04	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 32 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-05	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 33 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-06	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 34 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-07	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 35 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-08	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 36 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-09	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 38 Bio-Hazard Waste Collection Service 10/21/19
10/31/19-10	10/31/2019	BIOMEDICAL WASTE DISPOSAL INC	89.00	Stn 39 Bio-Hazard Waste Collection Service 10/21/19
223669	11/7/2019	BLACKROCK GROUP	926.25	Background Investigation-New Employee
10/17/19-08	10/17/2019	BOUNDTREE MEDICAL LLC	599.55	Pharmaceutical Supplies
10/17/19-09	10/17/2019	BOUNDTREE MEDICAL LLC	2,499.70	Medical Supplies
10/17/19-10	10/17/2019	BOUNDTREE MEDICAL LLC	167.84	Pharmaceutical Supplies
10/17/19-11	10/17/2019	BOUNDTREE MEDICAL LLC	471.65	Pharmaceutical Supplies
10/17/19-12	10/17/2019	BOUNDTREE MEDICAL LLC	193.32	Medical Supplies
10/17/19-13	10/17/2019	BOUNDTREE MEDICAL LLC	165.62	Medical Supplies
10/17/19-14	10/17/2019	BOUNDTREE MEDICAL LLC	640.00	Medical Supplies
10/17/19-15	10/17/2019	BOUNDTREE MEDICAL LLC	451.08	Medical Supplies
10/17/19-16	10/17/2019	BOUNDTREE MEDICAL LLC	1,125.25	Pharmaceutical Supplies
10/28/19-03	10/28/2019	BOUNDTREE MEDICAL LLC	3,999.30	Medical Supplies
	10/28/2019	BOUNDTREE MEDICAL LLC	(687.34)	Returned Medical Supplies
10/28/19-04	10/28/2019	BOUNDTREE MEDICAL LLC	1,273.47	Medical Supplies
10/28/19-05	10/28/2019	BOUNDTREE MEDICAL LLC	1,451.45	Pharmaceutical Supplies
10/28/19-06	10/28/2019	BOUNDTREE MEDICAL LLC	114.92	Medical Supplies
10/28/19-07	10/28/2019	BOUNDTREE MEDICAL LLC	1,522.26	Medical Supplies
11/07/19-06	11/7/2019	BOUNDTREE MEDICAL LLC	6,168.53	Medical Supplies
11/07/19-07	11/7/2019	BOUNDTREE MEDICAL LLC	3,813.45	Medical Supplies
11/07/19-08	11/7/2019	BOUNDTREE MEDICAL LLC	381.60	Pharmaceutical Supplies
11/07/19-09	11/7/2019	BOUNDTREE MEDICAL LLC	2,354.66	Medical Supplies
11/07/19-10	11/7/2019	BOUNDTREE MEDICAL LLC	2,054.50	Pharmaceutical Supplies
11/07/19-11	11/7/2019	BOUNDTREE MEDICAL LLC	59.50	Pharmaceutical Supplies
11/07/19-12	11/7/2019	BOUNDTREE MEDICAL LLC	107.70	Medical Supplies
11/07/19-13	11/7/2019	BOUNDTREE MEDICAL LLC	125.20	Pharmaceutical Supplies
223624	10/31/2019	BRANDON CLAY	200.00	Reimb Paramedic Recertification
223625	10/31/2019	BRIAN MEDLEY	1,028.05	Reimb Airfare/Meals-Fundamentals Rope Rescue 9/19
10/31/19-11	10/31/2019	BRYAN COLLINS	6,424.93	415 Limit Replacement Benefits 11/1/19
223626	10/31/2019	BUCHANAN AUTO ELECTRIC INC	487.99	New Batteries (3)-Unit 521
223530	10/17/2019	BW PRINTWORKS	326.49	2020 Shift Calendars
223531	10/17/2019	C AND J PAINTING	27,300.00	Exterior Paint Jobs-Stn 31
	10/17/2019	C AND J PAINTING	20,600.00	Exterior Paint Jobs-Stn 38

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From 10/12/2019 Through 11/8/2019

Check Number	Check Date	Payee	Check Amount	Transaction Description
	10/17/2019	C AND J PAINTING	23,700.00	Exterior Paint Jobs-Stn 39
EFT 10/15/19	10/15/2019	CA DEPARTMENT OF TAX AND FEE ADMINIST...	2,192.00	7/1/19-9/30/19 Sales Tax Payment
223532	10/17/2019	CA SPECIAL DISTRICTS ASSOCIATION	7,615.00	2020 Membership Renewal
223533	10/17/2019	CA STATE DEPARTMENT OF JUSTICE	49.00	FBI CA Fingerprints Pre-Employment
EFT 11/1/19	11/1/2019	CALPERS	550,949.12	CalPERS Health-Nov 2019
Wire 10/30/19	10/30/2019	CaPERS CERBT (OPEB)	328,270.00	FY 19/20 OPEB Contribution Prefunding-Oct 2019
223627	10/31/2019	CCC DEPT OF INFO TECH	2,996.18	Telecommunication Services/Radio Services-7/19
223670	11/7/2019	CCC DEPT OF INFO TECH	40,200.00	Radio Site Lease July 2019-June 2020
Wire 10/16/19	10/16/2019	CCC EMPLOYEES RETIREMENT ASSOCIATION	455,616.73	Employee Retirement Contributions-9/19
223628	10/31/2019	CCC TAX COLLECTOR	1,990.40	Admin/Stn 38-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	273.37	Stn 30-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	236.35	Stn 31-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	169.22	Stn 33-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	362.76	Stn 34-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	555.35	Stn 36-Secured Property Taxes FY 2019/20
	10/31/2019	CCC TAX COLLECTOR	1,194.24	Stn 39-Secured Property Taxes FY 2019/20
223629	10/31/2019	CDW GOVERNMENT INC	370.50	Adobe Acrobat DC Subscription
223534	10/17/2019	CENTRAL CONTRA COSTA SANITARY DISTRICT	8,296.22	Annual Sewer Service Charges
223535	10/17/2019	CHAD BOWER	856.76	Reimb Airfare/Meals/Parking-Fundamentals Rope Rescue 9/19
10/31/19-12	10/31/2019	CHRISTOPHER C SUTER	28,021.52	415 Limit Replacement Benefits less Health Ins 11/1/19
223536	10/17/2019	CINTAS CORPORATION #054	51.50	Stn 32 Carpet Runner Exchange Service-10/3/19
223569	10/28/2019	CITY OF PLEASANTON	1,996.80	Driver Operator Training Tower for Academy 2019-1 (Prepay)
	10/28/2019	CITY OF PLEASANTON	1,990.20	Hose Training Tower for Academy 2019-1 (Prepay)
	10/28/2019	CITY OF PLEASANTON	1,990.20	Ladder Training Tower for Academy 2019-1 (Prepay)
	10/28/2019	CITY OF PLEASANTON	1,075.20	Vent Training Tower for Academy 2019-1 (Prepay)
223671	11/7/2019	CITY OF PLEASANTON	701.80	Tower/Drill Grounds for Academy (Prepay)
223537	10/17/2019	CITY OF SAN RAMON	6,000.00	NIXLE 360 Software System FY19/20
223570	10/28/2019	CLARK PEST CONTROL	118.00	Training Site Pest Control Service-10/22/19
223630	10/31/2019	CLARK PEST CONTROL	200.00	Stn 31 Pest Control Service-10/28/19
223538	10/17/2019	CLIFFORD SCOTT BUXTON	885.00	CERT Instructor (29.5 hours) 9/3-9/17/19
223631	10/31/2019	CLIFFORD SCOTT BUXTON	32.31	Reimb Food for CERT Leadership Meeting
223539	10/17/2019	COMCAST	234.22	Stn 30 Cable Service 10/13/19-11/12/19
223540	10/17/2019	COMCAST	238.25	Stn 32 High Speed Internet 10/6/19-11/5/19
	10/17/2019	COMCAST	148.25	Stn 35 High Speed Internet 10/8/19-11/7/19
223541	10/17/2019	COMCAST	149.22	Stn 32 Cable Service 10/4/19-11/3/19
223542	10/17/2019	COMCAST	148.25	Stn 39 High Speed Internet 10/9/19-11/8/19
223543	10/17/2019	COMCAST	243.60	Stn 38 Cable Service/High-Speed Internet 10/8/19-11/7/19
223571	10/28/2019	COMCAST	153.25	Stn 31 High Speed Internet 10/23/19-11/22/19
223572	10/28/2019	COMCAST	191.70	Admin Cable Service 10/17/19-11/16/19
223573	10/28/2019	COMCAST	148.25	Stn 34 High Speed Internet 10/15/19-11/14/19

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

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From 10/12/2019 Through 11/8/2019

Check Number	Check Date	Payee	Check Amount	Transaction Description
223632	10/31/2019	COMCAST	178.36	Stn 33 Cable Service 11/1/19-11/30/19
223633	10/31/2019	COMCAST	201.55	Stn 31 Cable Service 10/26/19-11/25/19
223634	10/31/2019	COMCAST	190.86	Stn 39 Cable Service 11/1/19-11/30/19
223635	10/31/2019	COMCAST	184.18	Stn 35 Cable Service 10/27/19-11/26/19
223636	10/31/2019	COMCAST	182.59	Training Site High Speed Internet 10/26-11/25/19
223637	10/31/2019	COMCAST	263.25	Stn 36 Cable Service 10/26/19-11/25/19
223638	10/31/2019	COMCAST	193.09	Stn 34 Cable Service 10/27/19-11/26/19
223639	10/31/2019	COMCAST	224.04	Stn 38 Cable Service 10/27/19-11/26/19
223672	11/7/2019	COMCAST	148.25	Stn 30 High Speed Internet 10/30-11/29/19
	11/7/2019	COMCAST	148.25	Stn 33 High Speed Internet 10/31-11/30/19
	11/7/2019	COMCAST	148.25	Stn 36 High Speed Internet 10/31-11/30/19
223544	10/17/2019	CONCERN EAP	4,053.28	Employee Assistance Premium-10/19
223640	10/31/2019	CONTRA COSTA P AND S	376.71	Truck Wash/Wax Soap (16), Brushes (12)-Stn 33
223574	10/28/2019	COSCO FIRE PROTECTION INC	3,810.00	Annual Fire Sprinkler Inspection-July 2019
223641	10/31/2019	CRAIG BOWEN	30,493.02	415 Limit Replacement Benefits less Health Ins 11/1/19
10/17/19-17	10/17/2019	CREATIVE SUPPORTS INC	963.36	Ergo Equipment/Installation-Korthamar
223673	11/7/2019	CSG CONSULTANTS INC	3,640.00	Consultant-Fire Code Adoption
223674	11/7/2019	CUSHING PAINTING AND DRYWALL	650.00	Drywall Repair-Stn 31 Cardio Room
	11/7/2019	CUSHING PAINTING AND DRYWALL	500.00	Drywall Repair-Stn 31 Dorm/Greatroom
	11/7/2019	CUSHING PAINTING AND DRYWALL	500.00	Paint Walls/Ceiling-Stn 31 Cardio Room
	11/7/2019	CUSHING PAINTING AND DRYWALL	600.00	Paint, Drywall Repair, Touch Up-Stn 31 Kitchen/Dorm/Greatroo
11/07/19-14	11/7/2019	DA PAGE LLC	425.00	Paging Software-11/19
223545	10/17/2019	DANIELLE BELL	567.41	Reimb Uniform Pants/Shoes and CERT Food for Mtgs
10/17/19-18	10/17/2019	DEFINITIVE NETWORKS INC	4,800.00	ePCR Data Review Service-September 2019
10/17/19-19	10/17/2019	DEFINITIVE NETWORKS INC	4,800.00	ePCR Data Review Service-October 2019
11/07/19-15	11/7/2019	DEFINITIVE NETWORKS INC	35,879.28	Network Engineering and Support
11/07/19-16	11/7/2019	DEFINITIVE NETWORKS INC	16,100.00	Tablet and Modem HaaS
11/07/19-17	11/7/2019	DEFINITIVE NETWORKS INC	8,200.00	ePCR Hosting/Support Services-Nov 2019
223575	10/28/2019	DEL CONTES LANDSCAPING INC	2,555.00	Landscape Maint-Admin/Stn 38/Stn 30/Stn 31/Stn 35 (Oct)
223576	10/28/2019	DIABLO PRINTING AND COPYING	90.93	Business Cards-Laura Begin
223577	10/28/2019	DIRECTV	41.99	Cable Service 10/12/19-11/11/19
223578	10/28/2019	DUBLIN SAN RAMON SERVICES DISTRICT	52.16	Stn 30 Fireline Water Service 8/15/19-10/14/19
	10/28/2019	DUBLIN SAN RAMON SERVICES DISTRICT	412.15	Stn 30 Water Service (Meter 1.0) 8/15/19-10/14/19
223546	10/17/2019	EBMUD	272.32	Stn 33 Water Service (Meter 4 inch) 8/6/19-10/3/19
	10/17/2019	EBMUD	335.82	Stn 33 Water Service (Meter 5/8) 8/6/19-10/3/19
223579	10/28/2019	EBMUD	444.74	Stn 35 Water Service (Meter 1.0) 8/15/19-10/15/19
	10/28/2019	EBMUD	272.32	Stn 35 Water Service (Meter 4.0) 8/15/19-10/15/19
223642	10/31/2019	EBMUD	233.80	Stn 32 Water Service (Meter 1.0) 8/21/19-10/21/19
	10/31/2019	EBMUD	272.32	Stn 32 Water Service (Meter 4.0) 8/21/19-10/21/19
	10/31/2019	EBMUD	1,649.58	Stn 32 Water Service (Meter 5/8) 8/21/19-10/21/19

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

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From 10/12/2019 Through 11/8/2019

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	10/31/2019	EBMUD	756.68	Stn 39 Water Service (Meter 1.0) 8/23/19-10/24/19
	10/31/2019	EBMUD	272.32	Stn 39 Water Service (Meter 4.0) 8/23/19-10/24/19
10/31/19-13	10/31/2019	EFAX CORPORATE	123.80	eFax Usage-9/19
223643	10/31/2019	ELITE BACKGROUNDS INC	3,050.00	Background/Polygraph (4) FF
223675	11/7/2019	ELITE BACKGROUNDS INC	500.00	Background Investigation-Volunteer FF
223676	11/7/2019	ELITE BACKGROUNDS INC	1,525.00	Background Investigation/Polygraph-FF
223547	10/17/2019	EMERGENCY VEHICLE GROUP INC	511.57	Replace Hurst Tool Mount-Unit 714
223580	10/28/2019	ENGEIO INCORPORATED	25,848.00	Soil Monitoring at Old Station 32
223548	10/17/2019	ENTERPRISE FM TRUST	8,350.47	Monthly Fleet Lease Payment (16) 10/1/19-10/31/19
223677	11/7/2019	ENVIRONMENTAL SYSTEMS RESEARCH INSTI...	5,000.00	ArcGIS 3D and Spatial Analyst
223581	10/28/2019	ERGOMETRICS	160.31	FireTEAM Testing/Scoring-FF/PM
223678	11/7/2019	ERGOMETRICS	160.31	FireTEAM Testing-FF Recruitment
223644	10/31/2019	ETHER WEB NETWORK LLC	75.00	Stn 37 Wireless Internet Service 9/1/19-11/1/19
223582	10/28/2019	FEDERAL EXPRESS	33.87	Delivery Service-Benefits Package to FF/PM
223679	11/7/2019	GALLS LLC	163.22	Uniform Belts (3)
223645	10/31/2019	GLOBALSTAR USA	108.61	Satellite Phone Service (6)-10/19
223549	10/17/2019	GOLDEN STATE EMERGENCY VEHICLE SERVICE	15,689.39	Equipment Install-Unit 553
	10/17/2019	GOLDEN STATE EMERGENCY VEHICLE SERVICE	583.53	Medivault Install Type 5
	10/17/2019	GOLDEN STATE EMERGENCY VEHICLE SERVICE	164.95	Parts to Repair Damaged Pump Panel-Unit 553
223583	10/28/2019	GOLDEN STATE EMERGENCY VEHICLE SERVICE	953.57	Replaced Pump Panel-Unit #555
223646	10/31/2019	GOLDEN STATE EMERGENCY VEHICLE SERVICE	16,432.21	Build/Install Tool and Equipment Mount-New Type 1 Pierce Eng
223647	10/31/2019	GOLDEN STATE FLEET SVCS INC	875.00	Tow Truck from Stn 36 to Burns Ripon for Repair-Unit 508
223584	10/28/2019	GOODYEAR COMMERCIAL TIRE AND SERVICE...	793.87	Replace LF/RF Tires-Unit #710
223585	10/28/2019	GRAINGER INC	3,604.59	Rescue-Detector Tubes
223680	11/7/2019	GUARANTEED PLUMBING	175.00	Re-programmed Water Heater-Stn 35
	11/7/2019	GUARANTEED PLUMBING	400.00	Unclogged Drain-Admin Women's Shower
223550	10/17/2019	HAVE AIR WILL TRAVEL INC	95.00	Inspect Tires-Units 601/600
	10/17/2019	HAVE AIR WILL TRAVEL INC	365.63	New Steel Wheels (2) for Pink Engine-Unit 506
	10/17/2019	HAVE AIR WILL TRAVEL INC	377.00	Service Call/Mounts/Dismounts-Unit 607
	10/17/2019	HAVE AIR WILL TRAVEL INC	379.00	Service Call/Mounts/Dismounts-Unit 805
223586	10/28/2019	HAVE AIR WILL TRAVEL INC	485.00	Pink Fire Truck-New Wheels (2)/Powder Coating
223648	10/31/2019	HAVE AIR WILL TRAVEL INC	585.06	Replace Damaged Alcoa Wheel-Unit 710
223649	10/31/2019	HDL COREN AND CONE	5,342.26	2019/20 Property Tax Consulting Fees Q2
223587	10/28/2019	HEALTHY BUILDING SCIENCE	6,195.00	EMF Building Study
10/17/19-20	10/17/2019	HI TECH EMERGENCY VEHICLE SVC	348.78	LED Pilot Lights-Shop
10/17/19-21	10/17/2019	HI TECH EMERGENCY VEHICLE SVC	69.24	Magnet Door Switches for ALF Roll Up Doors
223588	10/28/2019	HOME DEPOT CREDIT SERVICES	81.76	Academy-Forcible Entry Supplies
	10/28/2019	HOME DEPOT CREDIT SERVICES	176.07	Academy-Miscellaneous Supplies
	10/28/2019	HOME DEPOT CREDIT SERVICES	247.75	Apparatus Washing Station Supplies-Stn 31
	10/28/2019	HOME DEPOT CREDIT SERVICES	13.74	Comm Support Compressor-Air Dryer

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	10/28/2019	HOME DEPOT CREDIT SERVICES	259.40	Facilities-Miscellaneous Supplies
	10/28/2019	HOME DEPOT CREDIT SERVICES	928.18	New Engines-Tool Box Supplies
	10/28/2019	HOME DEPOT CREDIT SERVICES	27.89	Pierce Engine Cone Course-Line/Paint Supplies
	10/28/2019	HOME DEPOT CREDIT SERVICES	203.98	Station Supplies-Miscellaneous
10/17/19-22	10/17/2019	HUNT AND SONS INC	1,164.44	Stn 30 Unleaded/Diesel Fuel-10/11/19
10/17/19-23	10/17/2019	HUNT AND SONS INC	4,393.14	Stn 38 Unleaded/Diesel Fuel-10/10/19
10/17/19-24	10/17/2019	HUNT AND SONS INC	705.52	Stn 31 Diesel Fuel-10/9/19
10/17/19-25	10/17/2019	HUNT AND SONS INC	1,892.11	Stn 36 Unleaded/Diesel Fuel-10/11/19
10/17/19-26	10/17/2019	HUNT AND SONS INC	336.20	Stn 34 Diesel Fuel-10/9/19
10/17/19-27	10/17/2019	HUNT AND SONS INC	3,922.60	Stn 32 Unleaded/Diesel Fuel-10/8/19
10/17/19-28	10/17/2019	HUNT AND SONS INC	493.64	Stn 31 Unleaded Fuel-10/10/19
10/28/19-08	10/28/2019	HUNT AND SONS INC	1,722.18	Stn 33 Diesel Fuel-10/16/19
10/28/19-09	10/28/2019	HUNT AND SONS INC	684.16	Stn 38 Unleaded Fuel-10/17/19
10/28/19-10	10/28/2019	HUNT AND SONS INC	520.52	Stn 35 Diesel Fuel-10/17/19
10/28/19-11	10/28/2019	HUNT AND SONS INC	914.74	Stn 39 Diesel Fuel-10/17/19
10/28/19-12	10/28/2019	HUNT AND SONS INC	2,059.30	Stn 38 Unleaded Fuel-10/21/19
10/28/19-13	10/28/2019	HUNT AND SONS INC	149.80	Stn 34 Unleaded Fuel-10/21/19
10/28/19-14	10/28/2019	HUNT AND SONS INC	1,054.04	Stn 30 Unleaded/Diesel Fuel-10/22/19
10/28/19-15	10/28/2019	HUNT AND SONS INC	2,126.04	Stn 31 Unleaded/Diesel Fuel-10/22/19
10/31/19-14	10/31/2019	HUNT AND SONS INC	2,226.97	Stn 38 Unleaded/Diesel Fuel-10/24/19
11/07/19-18	11/7/2019	HUNT AND SONS INC	4,168.68	Stn 38 Unleaded/Diesel Fuel-10/28/19
11/07/19-19	11/7/2019	HUNT AND SONS INC	1,144.94	Stn 35 Unleaded/Diesel Fuel-10/29/19
11/07/19-20	11/7/2019	HUNT AND SONS INC	521.62	Stn 39 Unleaded/Diesel Fuel-10/29/19
11/07/19-21	11/7/2019	HUNT AND SONS INC	1,037.69	Stn 34 Unleaded/Diesel Fuel-10/31/19
11/07/19-22	11/7/2019	HUNT AND SONS INC	1,390.57	Stn 38 Unleaded/Diesel Fuel-10/31/19
11/07/19-23	11/7/2019	HUNT AND SONS INC	1,556.12	Stn 31 Unleaded/Diesel Fuel-10/28/19
10/31/19-15	10/31/2019	INDUSTRIAL SCIENTIFIC CORP	1,223.64	Monthly iNet Gas Monitoring Subscription-Oct 2019
223589	10/28/2019	INNOVATIVE CLAIM SOLUTIONS	9,488.75	Workers' Comp Claim Admin Fees 11/1/19-11/30/19
10/17/19-29	10/17/2019	INTERWEST CONSULTING GROUP INC	256.25	Fire Protection Plan Review Services-9/19
10/31/19-16	10/31/2019	iPRINT TECHNOLOGIES	208.09	Toner-FLSD Front Counter
10/31/19-17	10/31/2019	iPRINT TECHNOLOGIES	304.79	Toner-FF Stn 31
10/31/19-18	10/31/2019	iPRINT TECHNOLOGIES	348.92	Toner-S Brooks
10/31/19-19	10/31/2019	iPRINT TECHNOLOGIES	174.46	Toner-Dispatch
10/31/19-20	10/31/2019	iPRINT TECHNOLOGIES	174.46	Toner-Stn 33
10/31/19-21	10/31/2019	iPRINT TECHNOLOGIES	348.92	Toner-Stn 35
11/07/19-24	11/7/2019	iPRINT TECHNOLOGIES	174.46	Toner-IT
11/07/19-25	11/7/2019	iPRINT TECHNOLOGIES	180.07	Toner-Dir of Comm Ctr
11/07/19-26	11/7/2019	iPRINT TECHNOLOGIES	286.56	Toners-Stn 34/Training Site
11/07/19-27	11/7/2019	iPRINT TECHNOLOGIES	130.33	Toner-Stn 35
223650	10/31/2019	IRON MOUNTAIN	419.91	Off-Site Backup Media Storage Fee-9/19

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223590	10/28/2019	ISINGS CULLIGAN	105.50	Admin Drinking Water Service-10/19
	10/28/2019	ISINGS CULLIGAN	127.43	Stn 30 Drinking Water Service-10/19
	10/28/2019	ISINGS CULLIGAN	135.57	Stn 31 Drinking Water Service-10/19
223591	10/28/2019	JAMES SELOVER	200.00	Reimb Paramedic Recertification
223592	10/28/2019	JARED LOMKER	190.00	Reimb PALS Recertification
11/07/19-28	11/7/2019	JEFF KATZ ARCHITECTURAL CORPORATION	44,100.00	Schematic Design/Site Investigation/TOPO Survey
223593	10/28/2019	JOHN D YOUNGBLOOD	36.66	Reimb Shipping Cost for HazMat Equipment
223651	10/31/2019	JV TELECOM	667.00	Intall Network Cable-Finance Controller Office
11/07/19-29	11/7/2019	KENNETH R CAMPO CPA	13,630.00	Finance Consulting Services (94.0 Hrs) Oct. 2019
10/28/19-16	10/28/2019	KJ HART ELECTRIC AND SON INC	300.00	Replaced Outlet-Stn 33
11/07/19-30	11/7/2019	KJ HART ELECTRIC AND SON INC	1,290.00	Rewire Fuel Pump/Roll Up Door to Generator-Stn 33
11/07/19-31	11/7/2019	KJ HART ELECTRIC AND SON INC	172.50	Adjusted Damper-Stn 38 Shower
223594	10/28/2019	KNOX COMPANY	125.57	Locking Cables for Knox Keys
10/17/19-30	10/17/2019	L N CURTIS AND SONS	535.84	Uniform Pants-Van Derhyde
10/17/19-31	10/17/2019	L N CURTIS AND SONS	214.34	Uniform Pants-Corella/Martin
10/17/19-32	10/17/2019	L N CURTIS AND SONS	278.20	Station Boots-Carroll
10/17/19-33	10/17/2019	L N CURTIS AND SONS	24,935.39	Replacement Turnouts
10/17/19-34	10/17/2019	L N CURTIS AND SONS	269.54	Wildland Boots-Peebles
10/17/19-35	10/17/2019	L N CURTIS AND SONS	497.95	Boots-Castellanos
10/17/19-36	10/17/2019	L N CURTIS AND SONS	438.41	Structure Boots-Castellanos
10/17/19-37	10/17/2019	L N CURTIS AND SONS	438.41	Structure Boots-Haynie
10/17/19-38	10/17/2019	L N CURTIS AND SONS	491.45	Structure/Wildland Boots-Haynie
10/17/19-39	10/17/2019	L N CURTIS AND SONS	643.01	Uniform Pants
10/17/19-40	10/17/2019	L N CURTIS AND SONS	438.41	Structure Boots for Neel-Grant
10/28/19-17	10/28/2019	L N CURTIS AND SONS	797.59	Rescue Team-Equipment for Helicopter Operations
10/28/19-18	10/28/2019	L N CURTIS AND SONS	178.61	Station Boots-Curtis
10/28/19-19	10/28/2019	L N CURTIS AND SONS	416.76	Structure Fire Boots-Ho
10/28/19-20	10/28/2019	L N CURTIS AND SONS	167.79	Station Boots-Rivers
10/28/19-21	10/28/2019	L N CURTIS AND SONS	580.11	Uniform Shirts/Bags-Fredrickson/Peebles
10/28/19-22	10/28/2019	L N CURTIS AND SONS	1,821.85	Uniform Shirts/Pants-Haynie/Castellanos
10/28/19-23	10/28/2019	L N CURTIS AND SONS	3,723.20	Hoses/Black Particulate Hoods-Stn 33 Stock
10/28/19-24	10/28/2019	L N CURTIS AND SONS	464.39	Structure Fire Boots-Bower
10/31/19-22	10/31/2019	L N CURTIS AND SONS	357.23	Wildland PPE - Bannister
10/31/19-23	10/31/2019	L N CURTIS AND SONS	214.34	Uniform Pants
10/31/19-24	10/31/2019	L N CURTIS AND SONS	405.94	Adapter
10/31/19-25	10/31/2019	L N CURTIS AND SONS	633.26	36 Bolt Cutter
10/31/19-26	10/31/2019	L N CURTIS AND SONS	60.08	Gear Keepers-Academy
10/31/19-27	10/31/2019	L N CURTIS AND SONS	321.50	Uniform Shirts (3)-Castellanos
11/07/19-32	11/7/2019	L N CURTIS AND SONS	281.45	Uniform Boots-Stevenson
11/07/19-33	11/7/2019	L N CURTIS AND SONS	75.72	Gear Bag-Griffin

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11/07/19-34	11/7/2019	L N CURTIS AND SONS	167.79	Station Boots-Bahorski
11/07/19-35	11/7/2019	L N CURTIS AND SONS	92.01	Wildland PPE Fire Bag-Eberle
11/07/19-36	11/7/2019	L N CURTIS AND SONS	178.61	Uniform Boots-Peebles
11/07/19-37	11/7/2019	L N CURTIS AND SONS	535.84	Uniform Pants-Haynie
11/07/19-38	11/7/2019	L N CURTIS AND SONS	214.34	Uniform Shirts-Castellanos
11/07/19-39	11/7/2019	L N CURTIS AND SONS	560.74	Uniform Jackets-Fredrickson/Peebles
223681	11/7/2019	LEADERSHIP SAN RAMON VALLEY	1,095.00	Registration-Leadership of San Ramon Valley (Pedreno)
223595	10/28/2019	LIAM CLAUZEL	703.22	Reimb Airfare/Meals-Fundamentals Rope Rescue 9/19
223652	10/31/2019	LIEBERT CASSIDY WHITMORE	9,420.00	Professional Services-9/30/19
223653	10/31/2019	LIFTOFF LLC	810.00	Office 365 Licenses
223551	10/17/2019	LIVERMORE SAW AND MOWER LLC	2,048.55	Carbide Chainsaw Chains (10)
	10/17/2019	LIVERMORE SAW AND MOWER LLC	104.87	Spool Wood Chip Chainsaw Chain
223596	10/28/2019	M AND L OVERHEAD DOORS	994.25	Linear Dual Button Remotes (10)/Four Button Remotes (10)
	10/28/2019	M AND L OVERHEAD DOORS	1,892.40	Replaced Torsion Springs/Tension Cables-Stn 31
223682	11/7/2019	M AND L OVERHEAD DOORS	596.00	Replaced Worn Belt at Apparatus Bay Door-Stn 30
223597	10/28/2019	MARIA A CASTELLANOS	87.00	Reimb Pre-Employment Livescan Service
223552	10/17/2019	MAS SERVICE JB MECHANICAL INC	396.25	Repair Service Ice Machine-Stn 33
	10/17/2019	MAS SERVICE JB MECHANICAL INC	692.50	Service Ice Machine-Stn 31
	10/17/2019	MAS SERVICE JB MECHANICAL INC	297.63	Service Ice Machine-Stn 33
10/28/19-25	10/28/2019	MAXIM SERVICES	2,233.00	Admin Cleaning Service-10/19
10/31/19-28	10/31/2019	MICHAEL A SYLVIA	26,312.70	415 Limit Replacement Benefits less Health Ins 11/1/19
223654	10/31/2019	MOTOROLA INC	14,892.50	Portable Radios (2)-Aguiar
11/07/19-40	11/7/2019	NEGOV	275.00	Applicant Tracking System-Candidate Text Messaging
11/07/19-41	11/7/2019	NOB HILL CLEANERS INC	16.00	Patches on Uniform
11/07/19-42	11/7/2019	NOB HILL CLEANERS INC	200.00	Patches on Uniforms (20)
11/07/19-43	11/7/2019	NOB HILL CLEANERS INC	32.00	Patches on Uniform
223553	10/17/2019	OFFICE DEPOT	252.78	Office Supplies
223598	10/28/2019	OFFICE DEPOT	372.48	Office Supplies
	10/28/2019	OFFICE DEPOT	(32.86)	Returned Office Supplies
223683	11/7/2019	OFFICE DEPOT	435.24	Office Supplies
223554	10/17/2019	OREILLY AUTOMOTIVE INC	125.27	Oil for Shop
11/07/19-44	11/7/2019	ORKIN	173.42	Stn 36 Pest Control Service-10/31/19
11/07/19-45	11/7/2019	P AND A ADMINISTRATIVE SERVICES INC	120.00	COBRA Administration
223599	10/28/2019	PAIGE MEYER	82.84	Reimb Ground Transportation-2019 Cal Chiefs Conference
11/07/19-46	11/7/2019	PETER C BENSON	11,040.00	EMS Medical Director-Consulting Services 10/19
223600	10/28/2019	PETERSON TRUCKS INC	167.82	Cab Leveling Valve-Unit #607
223555	10/17/2019	PGE	55.62	Stn 34 Signal Light-10/19
223601	10/28/2019	PGE	1,458.09	Stn 36 Gas/Electric Service-10/19
223602	10/28/2019	PGE	1,162.33	Stn 32 Gas/Electric Service-10/19
223603	10/28/2019	PITNEY BOWES RESERVE ACCOUNT	1,000.00	Replenish Postage Reserve Account-10/21/19

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10/28/19-26	10/28/2019	PUBLIC AGENCY RETIREMENT SERVICES	300.00	PARS ARS Fees-8/19
11/07/19-47	11/7/2019	RAHUL MAHARAJ	1,050.00	CCC EMS Compliance Review Services (21.0 hours)-10/19
11/07/19-48	11/7/2019	RAHUL MAHARAJ	3,350.00	EMDQ/EFDQ Review (67.0 hours)-10/19
223684	11/7/2019	RAY A MORGAN COMPANY INC	2,383.22	Document Conversion
223655	10/31/2019	RED CLOUD INC	124.49	Vehicle Charger Wiring Harnesses (2)
223685	11/7/2019	RED CLOUD INC	146.14	Mobile Radio Ignition Sense Cables
223556	10/17/2019	RED MOUNTAIN INC	1,767.77	Repair/Download of Smoke Machine Per Carb
10/31/19-29	10/31/2019	RESPONSIVE COMMUNICATION SERVICES	227.10	Bendix King Repair
223656	10/31/2019	RICHARD PROBERT	26,772.90	415 Limit Replacement Benefits less Health Ins 11/1/19
223604	10/28/2019	ROY WENDEL	315.00	Reimb NORCAL FPO Membership/Fire Code Changes Class
223557	10/17/2019	RYAN CREAM	42.54	Reimb Mileage/Toll-Firehouse Expo 2019
223558	10/17/2019	RYAN PICKARD	806.80	Reimb Airfare/Meals-Fundamentals Rope Rescue 9/19
223657	10/31/2019	SAN MATEO REGIONAL NETWORK INC	400.00	FireDispatch.com CAD Interface/Radio Audio Streaming
223565	10/17/2019	SAN RAMON CHAMBER OF COMMERCE	400.00	2019 SR Chamber of Commerce Event
223559	10/17/2019	SCOTT SAUVE	857.11	Reimb Airfare/Meals-Fundamentals Rope Rescue 9/19
223560	10/17/2019	SEAN ODWYER	760.53	Reimb Airfare/Meals-Fundamentals Rope Rescue 9/19
223605	10/28/2019	SEAN ODWYER	193.00	Reimb ACLS Recertification
223561	10/17/2019	SEEVER AND SONS TIRE	3,203.53	New Tires (6)-Unit 607
223606	10/28/2019	SEEVER AND SONS TIRE	1,889.60	Rear Tires (4)-Unit 509
223658	10/31/2019	SHAMROCK OFFICE SOLUTIONS INC	666.23	Admin Copier Overage Charge 10/1/19-10/31/19
	10/31/2019	SHAMROCK OFFICE SOLUTIONS INC	11.37	Print Cartridge Shipping Fee-Admin Copier
223686	11/7/2019	SHAMROCK OFFICE SOLUTIONS INC	11.37	Print Cartridge Shipping Fee-Admin Copier
223607	10/28/2019	SHRED IT USA LLC	286.87	Admin/Stn 31 Documents Shredding Service
223608	10/28/2019	SIERRA ROOFING AND SOLAR	6,000.00	Repairs and Preventative Maintenance-Admin Bldg
223609	10/28/2019	SMILE BUSINESS PRODUCTS INC	135.47	Training Copier Service/Maintenance 10/19
10/17/19-41	10/17/2019	STAT MED URGENT CARE	2,280.00	Flu Shots
10/28/19-27	10/28/2019	STAT MED URGENT CARE	170.00	Pre-employment Testing for PT Dispatcher
223687	11/7/2019	STATE TREASURER'S OFFICE	150.00	Registration-2019 LAIF Conference (D. Hatfield)
223659	10/31/2019	STERLING COMPUTERS CORPORATION	2,427.20	HP Server Maintenance-DR Hardware
223610	10/28/2019	SUN LIFE FINANCIAL	53,768.76	Dental Insurance-11/19
223562	10/17/2019	SUPERIOR AUTO PARTS WAREHOUSE	28.02	Wiper Blades-Unit 605
10/17/19-42	10/17/2019	TELEFLEX LLC	3,350.00	EZ Needles/EZ Stabilizer
223563	10/17/2019	THE HARTFORD	2,944.90	Life/AD&D Insurance-10/19
223564	10/17/2019	THE HOME DEPOT PRO	1,056.80	Household Supplies-Stn 33
223688	11/7/2019	THE HOME DEPOT PRO	235.04	Household Supplies-Stn 32
	11/7/2019	THE HOME DEPOT PRO	1,083.65	Household Supplies-Stn 33
	11/7/2019	THE HOME DEPOT PRO	(213.04)	Returned Household Supplies-Stn 33
10/17/19-43	10/17/2019	TIFCO INDUSTRIES INC	390.00	Eraser Wheels-Shop
223611	10/28/2019	TRI VALLEY AUTO INTERIORS	606.75	Recover Seat Cushions on Engine
223660	10/31/2019	TRI VALLEY AUTO INTERIORS	638.88	New Hose Bed Covers-New Engines (2)

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223661	10/31/2019	UNITED PARCEL SERVICE	50.15	Delivery Charges-10/26/19
223689	11/7/2019	UNITED PARCEL SERVICE	34.95	Delivery Charges-11/2/19
AP 9/19-1	10/21/2019	US BANK	116.86	Smokewood Poster Prints
AP 9/19-2	10/21/2019	US BANK	39.99	Creative Cloud Membership
BCS 9/19	10/21/2019	US BANK	55.51	Lunch for Crew at Training
BW 9/19-1	10/21/2019	US BANK	428.45	New Engine-Paint Supplies
BW 9/19-2	10/21/2019	US BANK	106.41	HazMat-Perxide/Potassiup/PH Test
BW 9/19-3	10/21/2019	US BANK	40.76	HazMat-Flouride Test Paper
BW 9/19-4	10/21/2019	US BANK	58.41	HazMat-Clor N Oil PCB Kits
CH 9/19-1	10/21/2019	US BANK	256.09	Apparatus Wash Supplies/Extension Chord
CH 9/19-2	10/21/2019	US BANK	32.37	HDMI Cables/Air Nozzle
CH 9/19-3	10/21/2019	US BANK	54.00	Strike Team-Meal at Red Bank Fire
CH 9/19-4	10/21/2019	US BANK	21.83	Strike Team-Meal at Red Bank Fire
CH 9/19-5	10/21/2019	US BANK	6.45	Windex for Engine Windshield
CH 9/19-6	10/21/2019	US BANK	99.83	Strike Team-Fuel for Unit 606 at Red Bank Fire
CJ 9/19-1	10/21/2019	US BANK	52.99	Office Supplies-F Drayton
CJ 9/19-10	10/21/2019	US BANK	67.20	Membership-AFSS Nor Cal (Jackson)
CJ 9/19-2	10/21/2019	US BANK	29.32	Water-F Drayton
CJ 9/19-4	10/21/2019	US BANK	71.42	Live Burn-Supplies for Smokewood Ct.
CJ 9/19-5	10/21/2019	US BANK	271.25	Live Burn-Lunch at Smokewood Ct.
CJ 9/19-6	10/21/2019	US BANK	101.06	Live Burn-Supplies for Smokewood Ct.
CJ 9/19-7	10/21/2019	US BANK	99.96	Live Burn-Lunch at Smokewood Ct.
CJ 9/19-8	10/21/2019	US BANK	70.99	Live Burn-Gift to Homeowner at Smokewood Ct.
CJ 9/19-9	10/21/2019	US BANK	254.07	Training-Switchblade Backpack
CP 9/19-1	10/21/2019	US BANK	156.91	Live Burn-Meals for Prep at Smokewood Ct.
CP 9/19-2	10/21/2019	US BANK	5.94	Tail Light for Unit #352
D McNamara...	10/21/2019	US BANK	3,368.34	CalCard Stmt 9/23/19-D McNamara
DB 9/19-1	10/21/2019	US BANK	45.00	Constant Contact-CERT Database
DB 9/19-2	10/21/2019	US BANK	22.99	Via Heart Event-Painters Tape
DG 9/19	10/21/2019	US BANK	43.21	Lunch-Apartment Pack District Training
DHatfield 9/19	10/21/2019	US BANK	2,022.36	CalCard Stmt 9/23/19-D. Hatfield
DP 9/19-1	10/21/2019	US BANK	69.91	Office Supplies
DP 9/19-2	10/21/2019	US BANK	76.42	Metal Name Plates-F Drayton
DV 9/19-1	10/21/2019	US BANK	2,559.95	Via Heart Project/Teen Screening-Lunch
DV 9/19-2	10/21/2019	US BANK	15.00	Reference-Standard for Kitchen Exhaust Systems
DY 9/19	10/21/2019	US BANK	0.99	iCloud Storage Plan
EDK 9/19	10/21/2019	US BANK	14.06	Amazon Prime Fee
EF 9/19	10/21/2019	US BANK	244.84	Mountain Rope Rescue Class-Supplies
FD 9/19-1	10/21/2019	US BANK	47.25	Live Burn-Lunch
FD 9/19-10	10/21/2019	US BANK	341.94	Live Burn-Lodging for Instructors

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

Check/Voucher Register
From 10/12/2019 Through 11/8/2019

<u>Check Number</u>	<u>Check Date</u>	<u>Payee</u>	<u>Check Amount</u>	<u>Transaction Description</u>
FD 9/19-11	10/21/2019	US BANK	297.09	Live Burn-Lodging for Instructors
FD 9/19-12	10/21/2019	US BANK	333.09	Live Burn-Lodging for Instructors
FD 9/19-13	10/21/2019	US BANK	111.03	Live Burn-Lodging for Instructors
FD 9/19-14	10/21/2019	US BANK	99.03	Live Burn-Lodging for Instructors
FD 9/19-15	10/21/2019	US BANK	82.91	Fuel
FD 9/19-16	10/21/2019	US BANK	75.00	Fuel
FD 9/19-2	10/21/2019	US BANK	129.96	Live Burn-Dinner
FD 9/19-3	10/21/2019	US BANK	198.06	Live Burn-Lodging for Instructors
FD 9/19-4	10/21/2019	US BANK	227.96	Live Burn-Lodging for Instructors
FD 9/19-5	10/21/2019	US BANK	198.06	Live Burn-Lodging for Instructors
FD 9/19-6	10/21/2019	US BANK	111.03	Live Burn-Lodging for Instructors
FD 9/19-7	10/21/2019	US BANK	190.21	Live Burn-Dinner
FD 9/19-8	10/21/2019	US BANK	35.95	Live Burn-Breakfast
FD 9/19-9	10/21/2019	US BANK	333.09	Live Burn-Lodging for Instructors
J Duggan 9/19	10/21/2019	US BANK	1,177.99	CalCard Stmt 9/23/19-J. Duggan
JA 9/19-1	10/21/2019	US BANK	174.62	Live Burn-Tool Rental
JA 9/19-10	10/21/2019	US BANK	23.00	Live Burn-Coffee
JA 9/19-11	10/21/2019	US BANK	99.05	Live Burn-Lunch
JA 9/19-12	10/21/2019	US BANK	805.55	Academy Books
JA 9/19-13	10/21/2019	US BANK	73.04	Academy Supplies
JA 9/19-14	10/21/2019	US BANK	413.96	Airfare-Cal Chiefs Conference
JA 9/19-2	10/21/2019	US BANK	98.40	Live Burn-Lunch
JA 9/19-3	10/21/2019	US BANK	46.00	Live Burn-Coffee
JA 9/19-4	10/21/2019	US BANK	28.99	Training-Drip Drops
JA 9/19-5	10/21/2019	US BANK	192.30	Live Burn-Lunch
JA 9/19-6	10/21/2019	US BANK	23.00	Live Burn-Coffee
JA 9/19-7	10/21/2019	US BANK	23.00	Live Burn-Coffee
JA 9/19-8	10/21/2019	US BANK	19.98	Live Burn-Breakfast
JA 9/19-9	10/21/2019	US BANK	210.49	Live Burn-Lunch
JArch 9/19-1	10/21/2019	US BANK	22.68	Parts to Repair Toilet-Stn 34
JD 9/19	10/21/2019	US BANK	135.95	CalCard Stmt 9/23/19
JL 9/19	10/21/2019	US BANK	40.10	Pierce Engine Training-Lunches (3)
JS 9/19-1	10/21/2019	US BANK	92.81	Burn Instructor Meeting-Lunch
JS 9/19-10	10/21/2019	US BANK	276.68	Wall Cabinet-Stn 38
JS 9/19-13	10/21/2019	US BANK	250.00	Auto Repair
JS 9/19-14	10/21/2019	US BANK	595.27	Vehicle Maintenance
JS 9/19-15	10/21/2019	US BANK	20.60	Vehicle Keys
JS 9/19-2	10/21/2019	US BANK	500.00	Repair Two Vehicles
JS 9/19-3	10/21/2019	US BANK	8.10	Burn Instructors-Water
JS 9/19-4	10/21/2019	US BANK	196.62	Misc Tools for District Aides

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

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<u>Check Number</u>	<u>Check Date</u>	<u>Payee</u>	<u>Check Amount</u>	<u>Transaction Description</u>
JS 9/19-5	10/21/2019	US BANK	27.99	Vehicle Maintenance
JS 9/19-6	10/21/2019	US BANK	221.45	Waste Disposal
JS 9/19-7	10/21/2019	US BANK	163.07	Shelves
JS 9/19-8	10/21/2019	US BANK	140.00	Vehicle Maintenance
JS 9/19-9	10/21/2019	US BANK	21.99	Vehicle Maintenance
KS 9/19	10/21/2019	US BANK	2,222.18	Supplies-Stn 33
MJR 9/19	10/21/2019	US BANK	597.82	Apparatus Bay Striping-Stn 31
NKW 9/19-10	10/21/2019	US BANK	20.00	Recruitment Food FF/PM
NKW 9/19-11	10/21/2019	US BANK	47.71	Recruitment Food FF/PM
NKW 9/19-12	10/21/2019	US BANK	33.94	Recruitment Snacks
NKW 9/19-13	10/21/2019	US BANK	52.88	Recruitment Food FF/PM
NKW 9/19-14	10/21/2019	US BANK	62.95	Recruitment Food FF/PM
NKW 9/19-15	10/21/2019	US BANK	43.73	Recruitment Food FF/PM
NKW 9/19-16	10/21/2019	US BANK	14.75	Recruitment Food FF/PM
NKW 9/19-17	10/21/2019	US BANK	33.38	Recruitment Food FF/PM
NKW 9/19-18	10/21/2019	US BANK	14.06	Prime Membership
NKW 9/19-19	10/21/2019	US BANK	111.13	Recruitment Food FF/PM
NKW 9/19-2	10/21/2019	US BANK	45.16	Recruitment Snacks
NKW 9/19-3	10/21/2019	US BANK	119.60	Coffee for Admin
NKW 9/19-4	10/21/2019	US BANK	23.80	Open Enrollment Supplies
NKW 9/19-5	10/21/2019	US BANK	33.94	Recruitment Snacks
NKW 9/19-6	10/21/2019	US BANK	50.12	Recruitment Food FF/PM
NKW 9/19-7	10/21/2019	US BANK	64.78	Recruitment Food FF/PM
NKW 9/19-8	10/21/2019	US BANK	7.96	Recruitment Food FF/PM
NKW 9/19-9	10/21/2019	US BANK	89.26	Recruitment Snacks
PM 9/19-1	10/21/2019	US BANK	187.66	Live Burn-Dinner for Instructors at Smokewood Court
PM 9/19-2	10/21/2019	US BANK	49.14	Lunch-BC Viera
PM 9/19-3	10/21/2019	US BANK	26.54	Lunch-Chief Maples
RCW 9/19	10/21/2019	US BANK	240.00	ICC-Annual Membership
RE 9/19	10/21/2019	US BANK	392.32	Uniform Pants
RKH 9/19-1	10/21/2019	US BANK	43.13	Food-Training
RKH 9/19-2	10/21/2019	US BANK	1,245.58	Equipment-Type 5
RKH 9/19-3	10/21/2019	US BANK	90.80	Pierce Equipment-Type 1
RN 9/19-1	10/21/2019	US BANK	68.50	Uber-Ride Back From Ripon
RN 9/19-2	10/21/2019	US BANK	60.02	Uber-Ride to Burns
RN 9/19-3	10/21/2019	US BANK	96.38	Fuel-Unit 678
SAO 9/19	10/21/2019	US BANK	20.37	Light Bulbs/Bug Spray
SB 9/19-1	10/21/2019	US BANK	18.63	Refreshments
SB 9/19-10	10/21/2019	US BANK	45.00	Mayor's Summit
SB 9/19-11	10/21/2019	US BANK	1,715.00	Registration-Liebert Cassidy Conference (3 Attendees)

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

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SB 9/19-12	10/21/2019	US BANK	36.61	Board Meeting-Refreshments/Flowers
SB 9/19-13	10/21/2019	US BANK	54.57	Baby Gift-District Employee
SB 9/19-2	10/21/2019	US BANK	7.56	Photos
SB 9/19-3	10/21/2019	US BANK	211.68	CSDA Conference-Lodging (Dir. Stamey)
SB 9/19-4	10/21/2019	US BANK	29.46	Auction Gift Baskets
SB 9/19-5	10/21/2019	US BANK	11.59	Refreshments
SB 9/19-6	10/21/2019	US BANK	1.89	Board Meeting-Refreshments
SB 9/19-7	10/21/2019	US BANK	124.49	Recognition-Memorial Service
SB 9/19-8	10/21/2019	US BANK	18.97	Community Meeting-Refreshments
SC 9/19-1	10/21/2019	US BANK	6.48	Shipping-Vent Mount Warranty Replacement
SC 9/19-2	10/21/2019	US BANK	0.99	iCloud Storage-Call
SC 9/19-3	10/21/2019	US BANK	130.00	MISAC Membership-Call
SC 9/19-4	10/21/2019	US BANK	39.95	Dispatch-GPS Software
SC 9/19-5	10/21/2019	US BANK	106.66	Logitech Presenter (2)-Large Conference Room/Classroom
SC 9/19-6	10/21/2019	US BANK	53.03	Wireless Keyboard/Mouse-L. Begin
SC 9/19-7	10/21/2019	US BANK	130.00	MISAC Membership-Duncan
SC 9/19-8	10/21/2019	US BANK	291.19	Printer-Hatfield
TWW 9/19-1	10/21/2019	US BANK	128.82	Prime Membership
TWW 9/19-2	10/21/2019	US BANK	32.89	Wellness Fitness Admin Gym
TWW 9/19-3	10/21/2019	US BANK	94.35	Oil Change/Tire Rotation-Unit 354
TWW 9/19-4	10/21/2019	US BANK	684.72	Lodging-Continuing Challenge 9/24-9/26
TWW 9/19-5	10/21/2019	US BANK	684.72	Lodging-Continuing Challenge 9/24-9/26
TWW 9/19-6	10/21/2019	US BANK	684.72	Lodging-Continuing Challenge 9/24-9/26
TWW 9/19-7	10/21/2019	US BANK	684.72	Lodging-Continuing Challenge 9/24-9/26
223612	10/28/2019	US BANK EQUIPMENT FINANCE	1,216.98	Admin Ricoh Copiers Lease (2) 10/1/19-11/1/19
223613	10/28/2019	VAL BETTI PLUMBING	559.69	Install Drip Leg on Gas Line/Gas Air Test-Stn 30 App Room
223662	10/31/2019	VAL BETTI PLUMBING	336.14	Repair Leak at Vacuum Breaker-Stn 36
	10/31/2019	VAL BETTI PLUMBING	305.17	Replaced Broken P-Trap-Stn 30
223690	11/7/2019	VERIZON WIRELESS	251.90	Physio-Control Heart Monitor Modems 9/24/19-10/23/19
223663	10/31/2019	VISION SERVICE PLAN	9,540.00	Vision Insurance-11/19
223664	10/31/2019	WASTE MANAGEMENT OF ALAMEDA COUNTY	680.62	Stn 30 Garbage Recycling Service-10/19
	10/31/2019	WASTE MANAGEMENT OF ALAMEDA COUNTY	93.24	Stn 34 Garbage Recycling Service-10/19
	10/31/2019	WASTE MANAGEMENT OF ALAMEDA COUNTY	190.22	Stn 38 Garbage Recycling Service-10/19
	10/31/2019	WASTE MANAGEMENT OF ALAMEDA COUNTY	93.24	Stn 39 Garbage Recycling Service-10/19
10/28/19-28	10/28/2019	WATTCO EQUIPMENT INC.	9,483.67	Upgrade Code Three/Safety Lighting on Tiller Truck
10/28/19-29	10/28/2019	WATTCO EQUIPMENT INC.	608.28	Repair Backup Camera-Unit 353
10/28/19-30	10/28/2019	WATTCO EQUIPMENT INC.	284.16	Push Button Switch for Tip Control-Unit 525
10/31/19-30	10/31/2019	WATTCO EQUIPMENT INC.	7,609.17	Electronic Work-Unit 393
10/17/19-44	10/17/2019	WESTERN MACHINERY ELECTRIC INC	361.61	Generator Inspection (A)-Stn 37
10/28/19-31	10/28/2019	WESTERN MACHINERY ELECTRIC INC	316.46	Generator Inspection (A)-Stn 31

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

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10/28/19-32	10/28/2019	WESTERN MACHINERY ELECTRIC INC	316.46	Generator Inspection (A)-Stn 31 (New)
10/28/19-33	10/28/2019	WESTERN MACHINERY ELECTRIC INC	316.46	Generator Inspection (A)-Stn 34
10/28/19-34	10/28/2019	WESTERN MACHINERY ELECTRIC INC	388.46	Generator Inspection (A) and Repair-Stn 36
10/28/19-35	10/28/2019	WESTERN MACHINERY ELECTRIC INC	655.80	Generator Inspection (A) and Repair-Stn 30
10/31/19-31	10/31/2019	WESTERN MACHINERY ELECTRIC INC	303.26	Generator Inspection (A)-Admin
10/31/19-32	10/31/2019	WESTERN MACHINERY ELECTRIC INC	608.07	Inspect/Replace Auto Start Board-Admin
11/07/19-49	11/7/2019	WESTERN MACHINERY ELECTRIC INC	388.46	Generator Inspection (A) -Stn 32
10/28/19-36	10/28/2019	WITTMAN ENTERPRISES LLC	12,706.14	Ambulance Collection Fees-9/19
223614	10/28/2019	ZBATTERY COM INC	834.73	Batteries-Stn 33 Stock
10/17/19-45	10/17/2019	ZOLL MEDICAL CORPORATION GPO	10,759.60	Zoll AED Plus Units (10)
10/17/19-46	10/17/2019	ZOLL MEDICAL CORPORATION GPO	2,580.60	Zoll AED Pro Unit
10/17/19-47	10/17/2019	ZOLL MEDICAL CORPORATION GPO	240.00	AED Pro Battery/ECG Cable
10/28/19-37	10/28/2019	ZOLL MEDICAL CORPORATION GPO	<u>1,400.00</u>	AED Plus-Zoll AED Upgrades (7)
Report Total			<u><u>2,261,493.11</u></u>	

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
October 23, 2019 Minutes**

Board of Directors Regular Board Meeting

MISSION STATEMENT

In the spirit of our tradition, we strive for excellence, respectfully serving all with pride, honor and compassion.

Location: 1500 Bollinger Canyon Road
Administrative Building-Boardroom
San Ramon, CA 94583

Board Members Present: Board President Yancey, Directors Crean, Kerr, Parker and Stamey.

Staff Present: Fire Chief Meyer, Director of Human Resources Korthamar Wong, Deputy Chief Drayton, Director of Emergency Communication Pangelinan, EMS Battalion Chief Duggan, Controller Hatfield, District Counsel Ross, Financial Consultant Campo and District Clerk Brooks.

1. CALL TO ORDER

Board President Yancey chaired the meeting and called for order at 1:00 p.m.

2. PLEDGE OF ALLEGIANCE

Board President Yancey led the Pledge of Allegiance.

3. DETERMINATION OF QUORUM AND CONFIRMATION OF AGENDA

There was a quorum and no changes to the agenda.

4. PUBLIC COMMENT

Resident Don Reid addressed the Board regarding a recent Antique Faire held at the Museum of the San Ramon Valley where the old 1930 Engine got great response from all who attended. There was also an annual Town of Danville street faire where our ladder truck was present, and it too got great response from the community. Mr. Reid stated how wonderful it was to see our District vehicles part of community events and a great response is always received.

Captain Eric Sabye addressed the Board informing them of an IAFF event on November 15th from 10 a.m. to 2 p.m. at the City Center in San Ramon benefitting the MDA and invited everyone to attend.

5. CONSENT CALENDAR

Director Stamey moved approval of Consent Calendar items 5.1-5.5. Director Kerr seconded the motion. Motion carried.

6. SPECIAL ANNOUNCEMENTS/PRESENTATIONS/GENERAL BUSINESS

- 6.1 Announcement of Award of GFOA Certificate of Achievement for Excellence in Financial Reporting.

Financial Consultant Campo recognized the efforts of Controller Hatfield in working with the audit last year and the District receiving this award for 18 consecutive years. Director Parker asked whether staff has heard of other agencies receiving this award.

The Board thanked the Finance staff for all of their hard work. Board President Yancey requested a press release relating to this award be added to the District website.

Chief Meyer addressed the District pink engine that was recently renovated and was parked out front of the District Administrative Building today. Chief Meyer thanked Director of Emergency Communication Pangelinan and Deputy Chief Frank Drayton. Chief Meyer stated that this is in conjunction with “Pink Heals” and for District use only. The engine would be brought back at a future board meeting when all of the renovations were complete for all to tour.

Chief Meyer presented Director Stamey with his 10-year service award pin thanking him for all of his hard work. Director Stamey thanked the Board and Chief for all of their support.

7. OLD BUSINESS

- 7.1 Open Public Hearing to conduct the second reading of proposed Ordinance No. 35; an Ordinance requiring notice and cost recovery associated with monitoring work in high fire-risk areas and the deployment of safety and infrastructure protection teams by electric utility companies.

Board President Yancey opened the Public Hearing. Chief Meyer introduced this item stating that this was the second reading and then provided the background and proceeded to review some of the amendments with the Board. Discussion followed. Board President Yancey closed the Public Hearing.

Motion by Director Stamey to adopt on an urgency basis Ordinance No. 35. The motion was seconded by Director Crean and carried by roll call vote.

- 7.2 Approval of Amendment No. 4 to the Employment Agreement between the San Ramon Valley Fire Protection District and Chief Meyer.

Motion by Director Parker to approve Amendment No. 4 to Chief Meyer’s Employment Agreement. The motion was seconded by Director Stamey. Motion carried. Chief Meyer thanked the Board for all of their support.

8. NEW BUSINESS

- 8.1 Open Public Hearing to introduce and conduct the first reading of the proposed Ordinance No. 36; Adoption of the 2019 Fire Code.

Board President Yancey opened the Public Hearing. Deputy Chief Drayton provided the background of this item stating every three years, the California Building Standards Commission updates the Building Standards Code and discussed some of the modifications made. Board President Yancey closed the Public Hearing. Motion by Director Stamey to approve Ordinance No. 36 in title only, an Ordinance of the San Ramon Valley Fire Protection District adopting referenced provisions contained in the 2019 California Fire Code and the 2018 International Fire Code published by the International Code Council, including Appendix Chapters B, C, D, E, F, G and P with certain additions, deletions and amendments thereto, based on local findings and repealing Ordinance No. 34. This item will be continued to the November 20, 2019 Board meeting for a second reading. The motion was seconded by Director Parker. Motion carried by roll call vote.

9. CORRESPONDENCE FOR POSSIBLE BOARD ACTION AND/OR REVIEW

- 9.1 Director Stamey stated he appreciated that our citizens recognize the professional work of our staff.

10. MONTHLY ACTIVITY REPORTS

- 10.1 Operations Division-Deputy Chief, Frank Drayton
Operations Report of monthly activities

Deputy Chief Drayton provided his monthly report, discussing recent skills testing and recent FF/PM interviews.

- 10.2 EMS – Battalion Chief, John Duggan
EMS Report of monthly activities.

EMS Battalion Chief Duggan stated that 570 incidents occurred over the past month and discussed the upcoming November 20, 2019 annual Survivor Luncheon where one of the recent cardiac save patients will be recognized.

- 10.3 Logistics – Deputy Chief Drayton
Logistics Report of monthly activities.

Deputy Chief Drayton stated that sample wells were installed at Old Station 32 and discussed the painting that occurred at Station 39. Director Parker asked about the status of the roof at Station 31. Deputy Chief Drayton stated that it is 90-95% complete.

Director Crean asked to see the Type 5's when they are done. Chief Meyer stated he would bring the Type 5's and Pink engine to an upcoming Board meeting for all to see.

- 10.4 Fire and Life Safety Division – Deputy Chief Frank Drayton
Fire and Life Safety Report of monthly activities.

Deputy Chief Drayton stated that 73% of inspections are complete; and that CPR training had occurred. Chief Meyer commended the FLSD staff for staying on target with a lower amount of staff.

Director Stamey asked about the CERT training in Station 33's area and what the outcome was. Chief Drayton will obtain this information and provide it to Director Stamey.

- 10.5 Communications Division – Director of Emergency Communications, Denise Pangelinan Communications Report of monthly activities.

Director of Emergency Communications Pangelinan stated that GIS Analyst Pedreno has been attending the Leadership San Ramon Valley classes and is very enthused about the program. Ms. Pangelinan also stated that staff attended the annual Mount Diablo Event.

- 10.6 Human Resources Division – Director of Human Resources Korthamar Wong Human Resources Report of monthly activities.

Director of Human Resources Korthamar Wong discussed the recent recruitments and recent visit to stations informing staff about open enrollment. Board President Yancey asked how long a reserve can be in the program. Human Resources Director Korthamar Wong replied.

Director Kerr asked about the status of the Emergency Preparedness Coordinator. Ms. Korthamar Wong stated that the proposed Coordinator is going through background now. Director Kerr suggested the Coordinator attend the November CERT PAC meeting and possibly be introduced at the next Board meeting.

Director Parker asked about the SAFER Grant the District received and how this affects District hiring. Chief Meyer responded.

- 10.7 Finance Division – Finance Consultant Ken Campo Monthly Finance Report of monthly activities.

Financial Consultant Campo highlighted his monthly report stating that staff met with Bank of the West discussing their relationship with the District. Controller Hatfield then provided a power point presentation of General Fund, investments and salaries and benefits as well as ambulance transport funds.

- 10.8 Fire Chief – Fire Chief, Paige Meyer Verbal report on monthly meetings, seminars, committee meetings and other District related activities.

Chief Meyer discussed the proposed training facility/joint public safety facility project and is happy with the progress so far and will provide more of an update at the next Board meeting.

Director Stamey brought up the City of San Ramon and property tax regarding this joint project.

11. GOOD OF THE ORDER

Director Stamey mentioned the recent vegetation fire behind his home and he and his neighbors complimented our crews for the excellent work they did putting out the fire.

Chief Meyer asked for the Board's consideration of changing the times of the upcoming November and December Board meetings to a 3 p.m. start time. The Board concurred with the time change.

12. UPCOMING CALENDAR OF EVENTS

The Board and staff reviewed the upcoming calendar of events.

13. CLOSED SESSION

- 13.1 Conference with Legal Counsel – Possible exposure to litigation (4 matters) pursuant to Government Code Section 54956.9(d)(2). Facts and circumstances that might result in litigation need not be disclosed.

14. RETURN TO OPEN SESSION

15. REPORT UPON RETURN FROM CLOSED SESSION (if applicable)

District Counsel Ross provided an oral report indicating that with respect to three of the four matters considered under Agenda Item 13.1, there was no reportable action under the common-law attorney client privilege and that provided by Government Code Section 54956.9(d)(2).

District Counsel indicated with respect to the remaining item of potential litigation, that the District had received a claim for indemnification in the matter of *Jones v. Tzen-Wen*, Contra Costa Superior Court Case No. MSC 17-01167, involving a response by District personnel in Pleasanton on July 8, 2018. District Counsel further indicated that the claim had been timely denied and that except as indicated there was no other reportable action under the common-law attorney client privilege and that provided by Government Code Section 54956.9(d)(2).

16. ADJOURNMENT

The regular meeting adjourned at 2:34 p.m. The Board adjourned to Closed Session at 2:51 p.m. with the Closed Session and meeting concluding at 3:48 p.m.

Prepared by: _____
Susan F. Brooks
District Clerk

Approved by: _____
Dominique Yancey
Board President

**San Ramon Valley Fire Protection District
Salaries, Payroll Taxes & Retirement Contributions**

For the Month of: **October 2019**

Department	# Reg Employees	Gross Wages	Payroll Taxes	Retirement	Total	% of Total
GL Acct Number		(5110,5115,5120,5121)	(5140)	(5150,5151)		
Board of Directors	5	655.00	9.51	-	664.51	0.01%
Fire Chief	1	34,226.42	492.35	20,863.78	55,582.55	1.20%
Human Resources	2	29,137.18	405.82	2,850.75	32,393.75	0.70%
Finance	3	32,260.79	458.66	10,323.07	43,042.52	0.93%
Fire Life & Safety	7	86,003.55	1,234.70	27,101.86	114,340.11	2.48%
Technology	2	21,461.75	301.02	6,486.94	28,249.71	0.61%
Communication Center	14	202,434.96	2,902.68	50,259.72	255,597.36	5.54%
Facilities	0	10,881.95	157.80	-	11,039.75	0.24%
Fire Suppression	134	2,719,475.24	38,480.41	1,140,211.37	3,898,167.02	84.47%
Fleet	1	9,345.47	135.51	2,960.38	12,441.36	0.27%
Training	2	18,522.52	291.99	12,800.54	31,615.05	0.69%
EMS	3	40,088.76	877.15	20,697.27	61,663.18	1.34%
Rescue		29,353.19	-	14,325.83	43,679.02	0.95%
HazMat		16,386.35	-	9,776.41	26,162.76	0.57%
TOTALS	174	3,250,233.13	45,747.60	1,318,657.92	4,614,638.65	100.00%



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Frank Drayton, Deputy Chief Operations
Subject: Structural Firefighting Turnout Gear

Background:

With the District hiring 11 new Firefighters staff is recommending the purchase of 11 new sets of turnouts for Fire Academy 2019-1

Through the use of cooperative purchasing agreements staff has been able to secure the purchase of these turnouts at \$2520.00 per set.

Recommended Action:

Authorize staff to purchase 11 sets of Structural Turnouts from LN Curtis & Sons in the amount of \$30,006.90.

Fiscal Impact:

The 2019/20 Annual Budget includes appropriations to complete these purchases.

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 134656

Quotation

CUSTOMER: San Ramon Valley Fire Protection District 1500 Bollinger Canyon Road San Ramon CA 94583-1756	SHIP TO: San Ramon Valley Fire Protection District Attn: Chief Aguiar 1500 Bollinger Canyon Rd San Ramon CA 94583-1756	QUOTATION NO. 134656	ISSUED DATE 10/28/2019	EXPIRATION DATE 12/27/2019
		SALESPERSON PJ Kurpinsky pkurpinsky@lncurtis.com 510-517-9611	CUSTOMER SERVICE REP PJ Kurpinsky pkurpinsky@lncurtis.com 510-517-9611	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Aguiar	C35900	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Prepaid	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.
 TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	11	EA	112xxy-Black G-XTREME 3.0 JACKET - GLOBE CUSTOM	AS FOLLOWS: 11253G GLOBE CUSTOM BLACK GEMINI XT GXTREME 3.0 TURNOUT COAT * PER SAN RAMON VALLEY FPD - SPEC ORDER FORM 11 Coats marked for: MONGEAU SCAMPORRINO SPANI VANDER HYDE R. SMITH TARQUINIO DAKIN FREDRICKSON PEEBLES CASTELLANOS HAYNIE	\$1,470.00	\$16,170.00

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 134656

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	11	PR	212xxy-Black G- XTREME 3.0 PANTS - GLOBE CUSTOM	AS FOLLOWS: 21253G GLOBE BLACK GEMINI XT GXTREME 3.0 TURNOUT PANT *PER SAN RAMON VALLEY SPEC - ORDER FORM 11 PANTS marked for: MONGEAU SCAMPORRINO SPANI VANDER HYDE R. SMITH TARQUINIO DAKIN FREDRICKSON PEEBLES CASTELLANOS HAYNIE	\$1,050.00	\$11,550.00

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 12/27/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$27,720.00
Tax	\$2,286.90
Transportation	\$0.00
Total	\$30,006.90

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
1800 Peralta Street
Oakland, CA 94607
www.LNCURTIS.com
Quotation No. 134656

PRODUCT SPECIFICATIONS AND REQUIREMENTS

11253G GLOBE CUSTOM BLACK GEMINI XT GXTREME 3.0

TURNOUT COAT

CASTELLANOS: SIZE 40 x 29 -2" SLVS

HAYNIE: SIZE 44 X 35

NEEL-GRANT: SIZE 44 X 35 -2" SLVS

21253G GLOBE BLACK GEMINI XT GXTREME 3.0 TURNOUT PANT

CASTELLANOS: SIZE: 36X28

HAYNIE: SIZE: 38X32

NEEL-GRANT: SIZE: 42X32



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019

To: Board of Directors

From: Natalie Korthamar Wong, Director of Human Resources

Re: Approval of Contract Amendment with Concern EAP for Employee Assistance Program

Background

The District provides employees, retirees and their eligible dependents with an Employee Assistance Program (EAP) benefit. The EAP provides confidential personal short-term counseling services as well as a referral service for childcare, eldercare, substance abuse resources, legal assistance, etc. In addition, EAP programs provide a valuable tool for supervisors to refer employees in need of professional outside help. The EAP is designed to promote the well-being and welfare of District employees and their families, as well as to support on-the-job productivity.

Discussion

The District's current EAP provider, Concern:EAP, has provided a high standard of service since it was selected as the EAP provider in 2017 following a competitive solicitation process. In 2019, Concern EAP was selected again due to their ability to provide enhanced and innovative services at a competitive cost. Specifically, Concern:EAP was selected due to its creation of a panel of counselors who specialize in treating first responders. We are nearing completion of the first year offering this special panel of counselors and utilization has been increasing quarter over quarter during this year. Concern:EAP has continued to work collaboratively with District staff to create this special panel and has been receptive to recommendations on which counselors our employees would like to see included as part of the special panel.

In addition to the new special panel of counselors, Concern:EAP has demonstrated its ability to provide excellent work-life services. Concern:EAP provides unlimited practical advice through telephonic consultation with managers, timely referral information and educational literature for a wide range of needs including childcare and eldercare, personal counseling, and financial and legal counseling. Furthermore, their website (www.concernhealth.com) continues to provide cutting-edge assessment tools and resources. Lastly, Concern:EAP continues to provide quarterly utilization reports that reflect the services used by the District employees and their dependents. Utilization of EAP services among employees has been strong over the three-year period since Concern:EAP was selected.

Since we are nearing completion of the first year utilizing the first responder counselor panel, Concern:EAP has proposed decreasing the rate by 20% for Safety employees from \$25 per employee per month to \$20. For administration employees and retirees, Concern:EAP has proposed increasing the rate by 5% from \$2.83 per employee per month to \$2.97. Lastly, since the first responder counselor panel is still new for Concern:EAP and the District, Concern:EAP is including a provision for mid-contract re-negotiation of fees based on an increase or decrease of more than 10% of utilization. The proposed rates will be guaranteed for three (3) years and retirees will continue to pay 50% of the monthly cost for this benefit.

Overall, the proposed cost changes represent a decrease of approximately \$8,700 over the prior year.

Recommended Board Action

Staff recommends the Board approve a contract amendment with Concern:EAP for a total amount not to exceed \$45,000 for the District's Employee Assistance Program.

Financial Impacts:

The cost to provide this benefit will not exceed \$45,000. Funding for this benefit was included in the adopted budget for FY 2019/2020 budget.

CONCERN: EMPLOYEE ASSISTANCE PROGRAM
Addendum #1 to Agreement for Employee Assistance Services
between
CONCERN: EAP and San Ramon Valley Fire Protection District

This Addendum #1 to Agreement for Employee Assistance Services (the “Addendum #1”) is made by and between CONCERN: Employee Assistance Program (the “Plan”) and San Ramon Valley Fire Protection District (the “Group”) as of January 1, 2019 (“Addendum Effective Date”).

WHEREAS, the Plan and the Group entered into and executed that certain Agreement dated January 1, 2017, including Attachments thereto, for Employee Assistance Services (the “Agreement”).

WHEREAS, the Plan and the Group desire to further amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree to amend the Agreement as follows:

1. **Definitions.** The definition of “Covered Services” shall incorporate the Luma Digital Experience (“LDE”).
2. **Section 1.1.** Section 1.1 of the Agreement is amended to include Attachment D to read as set forth below:

1.1 “Agreement” means the Agreement for Employee Assistance Services between the Plan and the Group, including Attachments A, B, C, and D. Attachments A, B, C, and D are incorporated herein by this reference.
3. **Attachment D.** LDE is further described in Attachment D, which is attached and incorporated herein by reference.
4. **Compensation for EAP Services including LDE for Suppression, Dispatch and Safety Personnel.** As of the Effective Date of this Addendum, the Group shall pay \$25.00 per employee per month, for 10-Visits for each issue per twelve-month period, beginning with the date of the case opening. Counseling will be provided by counselors on a First Responder Specialty Panel.
5. **Compensation for EAP Services including LDE for Administration Personnel, Non-Safety Fire and Life Safety Employees and Retirees.** As of the Effective Date of this Addendum, the Group shall pay \$2.83 per employee and retiree per month, for 8-Visits for each issue per twelve-month period, beginning with the date of the case opening. Counseling will be provided from our standard panel of counselors.
6. **Term.** This Addendum and the Rate are effective from January 1, 2019 to December 31, 2019 (“Term”).
7. **Effect of Addendum.** Except as set forth in this Addendum, all other terms and conditions of the Agreement, including Attachments, remain in full force and effect according to its terms.

8. **Entire Agreement.** This Addendum #1 contains the entire agreement between the parties relating to this subject matter. No modifications to this Addendum #1 or the Agreement will be binding unless set forth in writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Plan and the Group have executed this Addendum #1 on the dates set forth below, to be effective as of the Addendum Effective Date set forth above.

CONCERN: Employee Assistance Program

San Ramon Valley Fire Protection District

By:

By:

Name/Title

DocuSigned by:
Cecile Currier
Cecile Currier, CEO

Name/Title

DocuSigned by:
Paige Meyer
F5CC8122F442487...

Date

3/8/2019

Date

3/7/2019

Approved as to form:

Name Sign:

Name/Title

Date:

DocuSigned by:
William D. Ross
3CD590EDE3BF42C...

3/7/2019

Approved as to Budget Authority and Insurance:

Name Sign:

Name/Title

Date

DocuSigned by:
Dawna Hatfield
8B2522B93FC14F5...

3/6/2019

1503 Grant Road, Suite 120
Mountain View, CA 94040

1500 Bollinger Canyon Road
San Ramon, CA 94583

ATTACHMENT D

Luma Digital Experience

1. Description of Luma Digital Experience.

The Plan shall provide members with access to the Luma Digital Experience (“LDE”), a digital guide to customized care recommendations that include; an online assessment, triage to appropriate level of care based on risk, a personalized dashboard, client-counselor matching for face-to-face or video counseling, work/life referrals and resources, self-guided content, and digital therapeutics.

End of Attachment

End of Addendum

CONCERN: EMPLOYEE ASSISTANCE PROGRAM
Amendment #2 to Agreement for Employee Assistance Services
by and between
CONCERN: EAP and San Ramon Valley Fire Protection District

This Amendment #2 to Agreement for Employee Assistance Services (the “Amendment #2”) is made by and between CONCERN: Employee Assistance Program (the “Plan”) and San Ramon Valley Fire Protection District (the “Group”) as of January 1, 2020 (“Amendment Effective Date”). The Plan and the Group may be referred to herein individually as a “party” or, collectively as “parties”.

WHEREAS, the Plan and the Group entered into and executed that certain Agreement for Employee Assistance Services dated January 1, 2017 (the “Agreement”).

WHEREAS, the Plan and the Group now desire to further amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree to amend the Agreement as follows:

1. **Term.** This amendment is in effect for the term of January 1, 2020 to December 31, 2022.
2. **Compensation for Suppression Personnel.** The Group shall pay \$20.00 per employee per month. At the end of each contract year, if utilization increases or decreases by 10% or more, all parties reserves the right to renegotiate the rate. Counseling will be provided by counselors on a First Responder Specialty Panel.
3. **Compensation for Non-Suppression Personnel.** The Group shall pay \$2.97 per employee per month. At the end of each contract year, if utilization increases or decreases by 10% or more, all parties reserves the right to renegotiate the rate. Counseling will be provided from our standard panel of counselors.
4. **Effect of Amendment.** Except as set forth in this Amendment #2, the Agreement remains in full force and effect, according to its terms.

IN WITNESS WHEREOF, the Plan and Group have executed this Amendment on the dates set forth below, to be effective as of the date set forth above.

CONCERN: Employee Assistance Program

San Ramon Valley Fire Protection District

By:

By:

Name: Thomas Smith

Name: _____

Title: Director, Account Services

Title: _____

Date: _____

Date: _____

Approved as to form:

Name/Sign: _____

Date: _____

Approved as to Budget Authority Insurance:

Name/Sign: _____

Date: _____

1503 Grant Road, Suite 120
Mountain View, CA 94040

1500 Bollinger Canyon Road
San Ramon, CA 94583

**CONCERN: EMPLOYEE ASSISTANCE PROGRAM
AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES
FOR
SAN RAMON VALLEY FIRE PROTECTION DISTRICT
January 1, 2017 – December 31, 2018**

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AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES
PREPAID CONTRACT

This Agreement for Employee Assistance Services (Prepaid Contract) is entered into between CONCERN: EAP, a California corporation (hereinafter designated “Plan” or “The Plan”), and San Ramon Valley Fire Protection District (hereinafter designated as “Group” or “The Group”) on January 1, 2017 (the “Effective Date”).

RECITALS

WHEREAS, The Group wishes to establish an Employee Assistance Program as defined herein, for the benefit of its employees and their Dependents.

WHEREAS, The Plan is licensed as a specialized health care service plan under the Knox-Keene Health Care Service Plan Act of 1975, as amended.

WHEREAS, The Plan has experience in providing Employee Assistance Program services and has established a network of professional providers to render required Employee Assistance Program services.

WHEREAS, The Group wishes to engage The Plan to provide such services and The Plan wishes to provide the same on the terms and conditions set forth herein;

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

1. Definitions

1.1 “Agreement” means the Agreement for Employee Assistance Services between The Plan and The Group, including Attachments A, B and C. Attachments A, B and C are incorporated herein by this reference.

1.2 “Covered Dependent” means the Subscriber’s spouse or domestic partner, Subscriber’s biological child, Subscriber’s adopted child or step-child, or domestic partner’s biological or adopted child. (Coverage for adopted children of a Subscriber or domestic partner begins on the date on which the adoptive child’s birth parent or other appropriate legal authority signs a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or a relinquishment form, granting the Subscriber, or the Subscriber’s spouse or domestic partner the right to control health care for the adoptive child, or absent a written document, on the date there exists evidence of the Subscriber’s or Subscriber’s spouse’s or domestic partner’s right to control the health care of the child placed for adoption.) The Plan shall not deny enrollment of a Subscriber’s child or a subscriber’s domestic partner children on any of the following grounds: (1) the child was born out of wedlock; (2) the child is not claimed as an exemption on the Subscriber’s federal income tax return; or (3) the child does not reside with the Subscriber or within The Plan’s service area. Dependent children are covered under the age of 26. Dependent children who are incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition, and who are chiefly dependent upon the Subscriber for support and maintenance, are eligible for continuing membership in The Plan.

1.3 “Covered Services” means those services, which are provided by The Plan to Members and set forth in Attachment A to this Agreement.

- 1.4 **“Crisis”** means a situation wherein a reasonable person determines there is an immediate need to assess for the possibility of a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or to request services from The Plan relating to an Urgent situation.
- 1.5 **“Crisis Intervention”** means the process of responding to a request for immediate services to determine whether or not a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or Urgent situation exists, and to otherwise assess the need for short-term counseling, referrals to community resources, and/or referrals to Medical Emergency Care.
- 1.6 **“Employee”** means a full-time or regular part-time employee of The Group in the United States working 30 hours or more per week, plus retirees.
- 1.7 **“Employee Assistance Program (EAP) Assessment”** means the process of determining, based upon information provided by a Member, the need for either:
- a. Short-term counseling;
 - b. Referral(s) to community resources; or
 - c. Referral(s) to Medical Emergency Care services or treatment.
- 1.8 **“Employee Assistance Program (EAP) Benefits”** means a systematic program to help employees resolve personal problems, such as family conflict, drug or alcohol abuse, stress, marital discord, and other personal problems, and to provide training, consultation, and other management services relating to the effective utilization of this benefit by employers and their employees.
- 1.9 **“Grievance”** means a written or oral expression of dissatisfaction regarding the Plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a Member or the Member’s representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance. Grievances may be communicated to CONCERN via telephone, FAX, e-mail, on-line through the CONCERN website, or submission of a written grievance form.
- 1.10 **“Medical Emergency Care”** means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if a Medical Emergency Condition or active birthing labor exists and, if it does, the care, treatment, and surgery by a physician necessary to relieve or eliminate the Medical Emergency Condition, within the capability of the facility. This definition also includes additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a Psychiatric Medical Emergency Condition exists, and the care and treatment necessary to relieve or eliminate the Psychiatric Medical Emergency Condition, within the capability of the facility.

- 1.11 “Medical Emergency Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
- a. Placing the patient’s health in serious jeopardy.
 - b. Serious impairment to bodily functions.
 - c. Serious dysfunction of any bodily organ or part.
- 1.12 “Member”** means a person who is enrolled in The Plan and eligible to receive Covered Services.
- 1.13 “Plan Provider”** means a person who has entered into a Plan Provider contract with The Plan to provide Covered Services to Members, and who is licensed in California as a psychologist, clinical social worker, or marriage and family therapist.
- 1.14 “Prepayment Fees”** means the periodic Prepayment Fees set forth in Attachment B, which The Group agrees to pay The Plan for Covered Services.
- 1.15 “Psychiatric Medical Emergency Condition”** means a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:
- a. An immediate danger to himself or herself or to others.
 - b. Immediately unable to provide for, or utilize, food, shelter, or clothing, due to the mental disorder.
- 1.16 “Serious Personal Problem or Condition”** means circumstances wherein a Member believes he or she requires Covered Services to resolve a Crisis, important or complex matter.
- 1.17 “Subscriber”** means an Employee of The Group who: (a) meets all applicable eligibility requirements as established by The Group; and (b) on whose behalf The Group has paid, and The Plan has received, any applicable Prepayment Fees in accordance with section 3.3 of the Agreement.
- 1.18 “Urgent”** means a situation in which it is determined that no Medical Emergency Condition or Psychiatric Medical Emergency Condition exists, however, the Member is in need of immediate telephone support and/or a face-to-face appointment with a Plan Provider within 24-48 hours to resolve a Serious Personal Problem or Condition.
- 1.19 “Visit”** means a session between a Plan Provider and Member of approximately one hour in length wherein the Member, individually or with others, discusses problems with a Plan Provider in order to resolve the problem. The Member’s problems may consist of family conflict, drug or alcohol abuse, stress, marital discord and other personal problems.

2. Responsibilities of the Plan

2.1 Covered Services: The Plan shall provide to The Group those benefits set forth in Attachment “A,” which is appended hereto. Said benefits shall be provided through Plan Providers who have agreed to enter into a written contract with The Plan.

- a. All Plan Providers shall be appropriately licensed and shall comply with professionally recognized standards of practice and all applicable state and federal laws.
- b. The Plan shall not decrease in any manner the Covered Services set forth in Attachment “A” except after notifying The Group at least 60 days in advance by means of a postage paid mailing, or by any electronic means, which will be deemed to have the same effect as physical delivery of the paper document. Compensation to The Plan shall be reduced commensurate to any reduction in services.

2.2 Quality Assurance: The Plan shall establish and maintain a quality assurance review program throughout the term of this Agreement. A standing Quality Improvement Committee meets on a quarterly basis, and is chaired by the CONCERN: EAP Medical Director. The Committee consists of two providers for the Plan and two staff positions. The Committee reports directly to the Board of Directors, and acts as the first line of review for grievance appeals based on the recommendations of the Quality Management Committee. The Quality Improvement Committee serves as an oversight of the Quality Management Committee, and as such, regularly reviews the reports compiled by the Quality Management Committee, as well as provides feedback and recommendations regarding potential performance improvement projects. CONCERN will report any findings and modifications based on review of the program to The Group.

2.3 Confidentiality of Records: The Plan shall comply at all times with the California Confidentiality of Medical Information Act (California Civil Code section 56 et seq.) and any other state or federal law applicable to the services provided under this Agreement. Compliance to Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines will be maintained in regard to confidentiality of all records. Information related to the identity, medical diagnosis, or treatment provided to any Member shall be kept confidential and shall not be disclosed by The Plan or any Plan Provider to The Group without the prior written consent of the person who is receiving care (or the legal representative of such person). Prior to the release of any confidential information, record, documentation or the like, the Member shall provide to The Plan a signed Release of Information form. The Release of Information form describes in full the extent and scope of information to be released. If a Member has any questions regarding the Release of Information form, he or she should contact The Plan. All records, files or other materials obtained in connection with this Agreement (including those related to individual employees of The Group or their families) shall be the property of The Plan. In the event that The Group shall become entitled to disclosure of any medical information in connection with this Agreement, The Plan shall provide

The Group with copies of such information only upon the receipt by The Plan from The Group of all costs of copying such information.

2.4 Medical Emergency Care: If a Member feels the situation constitutes a Medical Emergency Condition or Psychiatric Medical Emergency Condition, the Member should seek care at the nearest hospital emergency room (or trauma center), or immediately call the 911 operator for emergency assistance. The Plan does not pay for Medical Emergency Care. **Medical Emergency Care treatment is a non-Covered Service.** A Plan Provider can assist the Member in accessing Medical Emergency Care services.

2.5 Crisis Intervention and Urgent Services

- a. The Plan arranges for the provision of Crisis Intervention 24 hours a day, seven days a week, to all Members. Members must contact The Plan at 1-800-344-4222 who will make arrangements to provide Crisis Intervention by telephone or in person. Crisis Intervention means the process of responding to a request for immediate services in order to determine whether or not a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or Urgent situation exists and to otherwise assess the needs for short term counseling, referrals to community resources, and/or referrals to Medical Emergency Care or treatment.
- b. Urgent services: Members or a Plan Provider may contact The Plan at any time (24 hours a day) to obtain an EAP Assessment or referrals for care. A Member will be referred to a Plan Provider so that care is provided (1) within 24 to 48 hours in Urgent cases; and (2) within three to five days of a referral for routine appointments. Plan Providers have agreed to see a patient within 30 minutes of his or her scheduled appointment.

2.6 Access to Plan's Processes, Criteria and Procedures for Claim Review: The processes, criteria and procedures that The Plan uses to authorize, modify, or deny employee assistance services under the benefits provided by The Plan are available to the Member, Plan Providers, and the public upon request. Members, Plan Providers and the public may contact The Plan at **1-800- 344-4222** to obtain a copy of the processes, criteria and procedures that The Plan uses to authorize, modify, or deny employee assistance services under the benefits provided by The Plan.

2.7 Family Health Insurance Notification: A non-custodial parent of a Covered Dependent child is entitled to inspect the child's Plan Membership, Combined Evidence of Coverage and Disclosure Form, and all other information provided to the covered parent about the child's coverage. The Plan will also notify both parents (including the non-covered custodial parent) if a Covered Dependent child's coverage is terminated, provided that the parent has provided The Plan with a medical child support order. Lastly, The Plan will respond to telephone or written inquiries from a non-covered custodial parent concerning a child's health coverage.

- 3.1 Information to Members:** The Group shall provide Members with information concerning this Agreement, including making copies available of the combined evidence of coverage and disclosure form, which shall be furnished to The Group by The Plan.
- 3.2 Provide Headcounts:** The Group will provide an accurate headcount of all employees covered by The Plan at the beginning of each month.
- 3.3 Prepayment Fees:** The Group shall pay The Plan the Prepayment Fees set forth in Attachment “B,” which is appended hereto. The Plan is prohibited from increasing the amount set forth in Attachment “B,” except after notifying the Group at least 60 days in advance by means of a postage paid mailing, or by any electronic means, which will be deemed to have the same effect as physical delivery of the paper document.

4. Relationship Between the Parties

- 4.1 Independent Contractor:** The Plan shall perform its duties under this Agreement as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners or joint venture between the parties.
- 4.2 Each Party Responsible for its Own Acts:** The Plan and The Group are each responsible for their own acts and/or omissions and are not responsible for the acts and/or omissions of the other party, its employees, independent contractors, directors, officers, agents or representatives.
- 4.3 Insurance:** The Plan is covered by professional liability insurance. The coverage is \$10,000,000 per claim or \$20,000,000 aggregate. A copy of the Certificate of Insurance is attached (Attachment C). The Plan will notify The Group if there is any change in coverage. The Plan also has a Workers’ Compensation Certificate of Consent to Self-Insure.

5. Coverage, Obtaining Covered Services, Limitations, and Exclusions

- 5.1 Eligibility:** An individual is eligible to receive Covered Services under this Agreement if he or she is an Employee who works or resides in the Plan’s service area and meets any additional eligibility requirements as established by The Group, or a Covered Dependent of the Employee.
- 5.2 Coverage:** The Plan covers assessments and referrals for care associated with personal and family problems in daily living, short-term counseling and Crisis Intervention. A Member is entitled to a defined number of Visits with a counselor, as set forth in the Covered Services schedule attached hereto as Attachment “A.” The Plan can assist with most personal problems including marital and family problems, difficulty with relationships, emotional distress, job stress, communications or conflict issues, substance abuse issues and loss and death.

- 5.3 Dual Coverage:** When a husband and wife are both employed as employees, and both have enrolled themselves and their Covered Dependents under a group health care service plan provided by their respective employers, and each spouse is covered as an employee under the terms of the same master contract, each spouse may claim on his or her behalf, or on behalf of his or her Covered Dependents, the combined maximum contractual benefits to which an employee is entitled under the terms of the master contract, not to exceed in the aggregate 100 percent of the charge for the covered expense or service.
- 5.4 Obtaining Covered Services:** The Plan does not distribute identification cards to its Members. In order to access care, Members should contact The Plan at **1-800-344-4222** and a Plan representative will direct the Member to an appropriate Plan Provider.
- 5.5 Limitations:** Unless otherwise authorized by The Plan, all Covered Services must be performed by a Plan Provider. The number of visits to a member is limited, specified in Attachment "A".
- 5.6 Exclusions:** The following services are specifically excluded from Covered Services provided under this Agreement. All denials, modifications, and delays of requested services are subject to The Plan's grievance review process. (See Section 16 for the Grievance Appeal Procedure.)
- a. Services not listed as Covered Services.
 - b. Medical Emergency Care.
 - c. Acupuncture.
 - d. Aversion therapy.
 - e. Biofeedback and hypnotherapy.
 - f. Services required by court order, or as a condition of parole or probation, not, however, to the exclusion of services to which the Member would otherwise be entitled.
 - g. Services for remedial education including evaluation or medical treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.
 - h. Medical treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.
 - i. Experimental or investigational procedures.
 - j. Services for the medical treatment of mental retardation or defects and deficiencies of functional nervous disorders, including chronic mental illness.

- k. Services received from a non-Plan Provider, unless pre-approved by The Plan.
- l. Psychological testing. (psychological testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referrals to community resources for non-covered services)
- m. Sleep therapy.
- n. Examinations and diagnostic services in connection with the following: obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state or federal government; securing insurance coverage; foreign travel or school admissions.
- o. Medical treatment of congenital and/or organic disorders associated with permanent brain dysfunction, including without limitation, organic brain disease, Alzheimer's disease and autism.
- p. Medical treatment for speech and hearing impairments. (A speech or hearing impaired Member is entitled to Covered Services. Treatment for speech and hearing impairment is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referral to community resources for non-covered services.)
- q. IQ testing. (IQ testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine appropriate referral to community resources for non-covered services.)
- r. Medical treatment for chronic pain.
- s. Services involving medication management or medication consultation with a psychiatrist.

6. Choice of Plan Providers

The Plan will assign a Plan Provider who will deliver services to a Member. In assigning a Plan Provider to a Member, The Plan will consider where the Member lives and works in relationship to a Plan Provider's office. Naturally, Plan Providers will be matched with a Member who lives or works in close proximity to a Plan Provider's office. If the Member prefers to select his or her own Plan Provider, the Member may choose from any available Plan Provider. The Member must state during the initial contact to The Plan representative that he or she prefers to select his or her own Plan Provider, in which case The Plan representative shall provide a list of all Plan Providers that have offices in the geographic area where the Member desires to be seen. If the Member is assigned a Plan Provider or selects one he or she is dissatisfied with, the Member may contact The Plan and request to be reassigned a new Plan Provider or inform the Plan of his or her intent to select a new Plan Provider from the Plan Provider list.

7. Other Charges

No Member shall be obligated in any way to pay for services rendered by The Plan in accordance with the terms of this Agreement, including the payment of any Prepayment Fees, deductibles, copayments, or co-insurance.

8. Member Liability for Services Rendered

By statute, every contract between The Plan and its Plan Providers provides that in the event that The Plan fails to pay the Plan Provider, the Member shall not be liable to that Plan Provider for any sums owed by The Plan. If The Plan fails to pay a non-Plan Provider, the Member could be liable to the non-Plan Provider for the cost of services.

9. Reimbursement Provisions

Covered Services are provided by The Plan at no cost to the Member. In the event that a Plan Provider, or a non-Plan Provider who has been authorized by The Plan to provide the Member with Covered Services, charges a Member for Covered Services and the Member has paid the provider, the Member will be reimbursed by The Plan. For reimbursement, contact The Plan at 1-800-344-4222.

10. Term and Termination

10.1 Term: This Agreement shall become effective at 12:01 a.m. on the Effective Date. This Agreement shall continue to remain in full force and effect for a period of two (2) years after the Effective Date unless renewed pursuant to section 10.7 of this Agreement.

10.2 Group Termination: The Group shall have the right to terminate this Agreement immediately upon notice to The Plan in the following circumstances:

- a. Application for or appointment of a receiver, trustee in bankruptcy or liquidator of The Plan;
- b. The Plan's loss of licensure as a specialized health care service plan pursuant to the provisions of the Knox-Keene Act; or
- c. The Plan and The Group's inability to agree on any payment rate increase or Covered Services provided hereunder.

The Group shall have the right to terminate this Agreement for any other reason by sending written notice of such termination to The Plan. Such termination shall be effective 60 days after the date on which The Group has sent the notice or the date specified in such notice, whichever is later.

10.3 Plan Termination: The Plan shall have the right to terminate this Agreement in the following circumstances:

- a. Failure to Pay the Prepayment Fees: The Plan shall send a Notice of Consequences for Nonpayment of Prepayment Fees with the billing

invoice, which shall include the Prepayment Fee due date, a description of the consequences for failure to pay Prepayment Fees by the due date, and a statement that The Plan will continue to provide coverage during a 30-day grace period that begins on the first day after the last day of paid coverage. If Prepayment Fees are not received by The Plan by the due date stated in the billing invoice, The Plan shall send The Group a Notice of Termination for Nonpayment of Prepayment Fees and Grace Period no later than five (5) business days after the last day of paid coverage. The Notice of Termination for Nonpayment of Prepayment Fees and Grace Period will include the reason for termination, the date of the last day of paid coverage, the effective date of termination, the dollar amount due to The Plan, a description of the duration and effect of the grace period, the date the grace period begins and ends, any obligations of The Group, and an explanation of the right to request a review from the Director of the Department of Managed Health Care. Within five (5) business days of the effective date of termination, The Plan will send The Group a Confirmation Notice confirming such termination. The Plan shall reinstate coverage after termination of this Agreement if payment of the required Prepayment Fees is received within 15 days from the date of Confirmation Notice.

- i. Grace Period: The Plan shall provide The Group with a thirty (30) day grace period that begins on the first day after the last date of paid coverage to make payment of overdue Prepayment Fees to The Plan. During the grace period, coverage will continue. If The Group has not made payment to The Plan by the end of the grace period, The Plan may terminate this Agreement effective on first day after the end of the thirty (30) day grace period.
- b. The Plan demonstrates fraud or intentional misrepresentation of material fact under the terms of this Agreement by The Group. Termination shall be effective on the 31st day from the date of notice of cancellation or on the date stated in the notice, whichever is later.
- c. Upon termination, the respective responsibilities of the parties shall be as follows:
 - i. The Plan shall pay Plan Providers for Covered Services authorized by The Plan prior to termination of this Agreement and rendered after such termination.
 - ii. Members receiving Covered Services prior to termination of this Agreement will continue to receive the full benefit amount of Covered Services the Member was entitled to receive for any problems for which the member has already begun receiving services prior to termination.
 - iii. As requested in the event of Agreement termination, The Plan

shall use its best efforts to assist Members in the transfer of care from Plan Providers to the new plan's contracted providers.

10.4 Payments Due after Termination: In the event of termination of this Agreement by either The Plan (except in the case of fraud or deception in the use of services or facilities of The Plan or knowingly permitting such fraud or deception by another) or The Group:

- a. The Plan shall return to The Group, within 30 days, the pro rata portion of the money paid to the Plan which corresponds to any unexpired period for which payment has been received together with amounts due on claims, if any, less any amounts due the Plan.
- b. The Group shall make payment of any Prepayment Fees for any period remaining unpaid prior to the effective date of such termination.

10.5 Notice of Termination: Upon receipt of any notice of termination from The Plan, The Group shall inform Subscribers of the termination of this Agreement. The Group shall promptly mail to each Subscriber a legible, true copy of a notice of cancellation and shall provide promptly to The Plan proof of that mailing and the date thereof.

10.6 Notice of Plan Provider Termination: The Plan shall provide written notice to The Group within 30 days in the event that a Plan Provider ceases to be a Plan Provider for The Plan or otherwise becomes unable to provide services, or breaches a contract with The Plan, if The Group might be materially or adversely affected thereby.

10.7 Renewal: This Agreement shall automatically renew for successive one (1) year periods, unless: (1) The Group notifies The Plan in writing 60 days before the end of the contract year of its intent not to renew, or (2) The Group and The Plan, by mutual consent, modify or alter this renewal provision of this Agreement . The Plan shall not increase the amount paid by The Group, nor decrease in any manner the benefits stated in the Agreement, unless written notice of such change has been delivered no less than 60 days prior to this Agreement's renewal effective date.

10.8 Response to Notice of Plan Termination: If The Group alleges that the Agreement has been or will be improperly canceled, rescinded or not renewed, The Group may request a review by the director of the Department of Managed Health Care.

11. Indemnification

11.1 Responsibility for Own Acts. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

11.2 The Group agrees to indemnify, defend, and hold harmless The Plan, its agents, officers, and employees from and against any and all liability expense including defense costs and legal fees incurred in connection with claims for damages of any

nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from The Group's performance or failure to perform its obligations hereunder.

- 11.3** The Plan agrees to indemnify, defend, and hold harmless The Group, its agents, officers, and employees from and against any and all liability expense, including defense costs and legal fees incurred in connection with claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from The Plan's performance or failure to perform its obligations hereunder.

12. Individual Continuation of Benefits

- 12.1** If a Subscriber terminates his or her employment with The Group for any reason (including death), the Subscriber and the Subscriber's spouse or domestic partner and his or her Covered Dependents are eligible to receive Covered Services from a Plan Provider from whom they are currently receiving care for up to the maximum amount of Visits to which they are entitled, as set forth in the Benefit Schedule set forth in Attachment A. If a Subscriber terminates his or her marriage, and a court of law grants such divorce by issuing a divorce decree, the Subscriber's former spouse is entitled to receive Covered Services from the Plan Provider from whom he or she is currently receiving care for up to the maximum amount of Visits to which he or she is entitled, as set forth in the Benefit Schedule set forth in Attachment A.
- 12.2** Subscribers and their Covered Dependents are entitled to receive Covered Services following the Subscriber's termination of employment if the Member elects to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or California COBRA (Cal-Cobra), as appropriate. Covered Services under COBRA or Cal-Cobra do not include Work/Life services (parenting and childcare resources, eldercare resources, financial services, or legal consultations); these are not ERISA-regulated benefits and are provided for The Group's convenience by The Plan.

13. Continuity of Care

- 13.1** New Members who were receiving otherwise Covered Services from a non-Plan Provider at the time his or her employer changed EAP plans may request completion of Covered Services with the non-Plan Provider at the Plan's cost and at no cost to the Member, if the Member notifies The Plan no later than forty-five (45) days after the effective date of coverage.
- a. The Plan will allow the new Member a reasonable transition period or allot a reasonable number of transitional visits to continue his or her course of treatment with the non-Plan Provider prior to transferring to a Plan Provider. The non-Plan Provider must provide all services on a timely, appropriate, and medically necessary basis.
 - b. In determining the length of the transition period or number of transitional visits, The Plan will take into account on a case-by-case basis, the severity of the Member's condition, the amount of time reasonably necessary to effect a safe transfer, and the potential clinical

effect of a change of provider on the Member's treatment for the condition.

- c. The Plan may require non-Plan Providers whose services are continued pursuant to The Plan's Continuity of Care policy to agree in writing to the same contractual terms and conditions that are imposed upon Plan Providers, including reimbursement methodologies and rates of payment. If the non-Plan Provider does not agree to such contractual terms and conditions, The Plan is not required to provide continuation of the non-Plan Provider's services.
- d. If The Plan determines that a Member's treatment should temporarily continue with the Member's existing provider who is a non-Plan Provider, The Plan is not liable for actions resulting solely from the negligence, malpractice, or other tortious or wrongful acts arising out of the provision of services by the existing provider.
- e. All requests for continuity of care and notifications by Members of care being provided by a non-Plan Provider shall be made to The Plan office or by calling 1-800-344-4222. All continuity of care requests are forwarded to one of The Plan's Clinical Managers or Supervisors for action, and reviewed in consultation with the Medical Director, as appropriate. The Clinical Manager or Supervisor shall respond to the Member within an appropriate period of time depending on the assessed severity of the condition involved to ensure safety, and in no event more than five (5) days after submission of the request to The Plan.

13.2 In the event a Plan Provider terminates from The Plan and a Member was receiving Covered Services from such terminated Plan Provider at the time of termination, The Plan will allow the Member to continue to receive such Covered Services from the terminated Plan Provider at The Plan's cost and at no cost to the Member until services being rendered are completed, unless The Plan makes reasonable and medically appropriate arrangements to transfer care to a current Plan Provider. If for any other reason the terminated Plan Provider is unavailable or unable to continue care of the Member, The Plan will make immediate arrangements to transfer care to a current Plan Provider.

This provision does not apply to providers who were terminated as a Plan Provider for reasons related to medical disciplinary cause or reason, as defined in Section 805(a)(6) of the California Business and Professions Code, or fraud or other criminal activity.

13.3 The Plan shall pay the non-Plan Provider up to the maximum number of Visits the Member is entitled to under the Benefits Schedule set forth in Attachment A.

13.4 Continuity of Care provisions apply to any covered condition, whether or not acute, serious or chronic in nature.

14. Second Opinions

- 14.1 Plan Members or Plan Providers providing Covered Services to Members may request second opinions from another appropriately qualified Plan Provider by calling the Plan and requesting a second opinion.
- 14.2 The Plan will provide an authorization or denial in an expeditious manner appropriate for the nature of the Member's condition.
- 14.3 Reasons for a second opinion to be provided or authorized include, but are not limited to, the following:
- The reasonableness or necessity of recommendations made is questioned by the Member.
 - The indications for treatment are sufficiently complex or confusing that a second opinion may enhance the development of an effective treatment plan.
 - The Member has questions about his or her EAP Assessment.
 - The Plan Provider is unable to make, or would like additional assistance in making, an EAP Assessment.
- 14.4 Second opinion consultations are provided at no cost to the Member.

15. General Provisions

- 15.1 **Notice:** All notices required by this Agreement shall be in writing. Notices shall be sent by either United States mail, certified or registered, or by electronic means, which will be deemed to have the same effect as physical delivery of the paper document, to The Plan or The Group at their respective addresses set forth on the signature page of this Agreement. If mailed in accordance with the above, such notice shall be deemed to be received three business days after mailing. The Group or The Plan shall notify the other party in writing within 30 days of a change of address to which notices are to be sent.
- 15.2 **Member Non-Liability:** Pursuant to the provisions of the Knox-Keene Act, in the event that The Plan fails to pay a Plan Provider for any sums owed for Covered Services rendered to a Member, the Member shall not be liable in any way to the Plan Provider. In the event The Plan fails to pay a non-Plan Provider for services rendered to a Member, the Member may be liable to the non-Plan Provider for the cost of the services received.
- 15.3 **Plan Subject to the Provisions of Knox-Keene Act:** The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Health and Safety Code and Title 28 of the California Code of Regulations, and any provisions required to be in this Agreement by either of the above shall bind The Plan whether or not provided in this Agreement.
- 15.4 **Review by the Director of the Department:** If any person believes that a Membership

has been improperly canceled, rescinded, or not renewed, or a Member has been denied eligibility or services under the Agreement because of a Member's health status or requirements for EAP benefits, he or she may request a review by the Director of the Department of Managed Health Care of the State of California under section 1365(b) of the California Health and Safety Code.

- 15.5 Amendments:** This Agreement may be modified or amended only by a written amendment signed by both parties.
- 15.6 No Assignment:** Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written approval.
- 15.7 Attachments and Interpretation:** All Attachments are incorporated into this Agreement at the point of their reference.
- 15.8 Governing Law:** This Agreement shall be governed by the laws of the State of California and in particular the Knox-Keene Act and accompanying regulations.
- 15.9 Non-Discrimination:** Neither party may discriminate in any way against any person on the basis of age, sex, race, color, creed, ancestry, physical or mental impairment or handicap, marital status, sexual orientation, or national origin in connection with or related to the performance of this Agreement.
- 15.10 Prior Agreements:** This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall bring any force or effect with respect to such matters.
- 15.11 Severability:** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 15.12 Waiver:** No waiver of any provision of this Agreement shall be effective against either party unless it is in writing and signed by the party granting the waiver. Failure to exercise any rights shall not operate as a waiver of such right.
- 15.13 Authority to Execute:** By their signature below, each of the following persons represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

16. Dispute Resolution

- 16.1 Grievance Appeal Procedure:** The Plan shall establish and maintain grievance appeal procedures, and shall provide The Group with said procedures for dissemination to Members. Those procedures shall include the current address and telephone number for registering grievances with The Plan, including the availability of a grievance form and a description of procedures for filing a grievance online through the Plan's website. For purposes of this section, complaint shall have the same meaning as grievance.

- a. The Plan maintains a Quality Improvement Committee comprised of the Medical Director, who chairs it, two Plan Providers and two staff.

The Committee shall provide supervision over, and review grievances not resolved by, The Plan's Medical Director and Clinical Manager. The Committee shall have primary responsibility for the review of the grievance procedures, and for the analysis of any patterns that could impact policy changes and procedural improvements in The Plan's administration.

- b. A Member may file a complaint form about The Plan's services or that of a Plan Provider by appearing in person or writing or calling The Plan, at:

(800) 344-4222
Clinical Manager
CONCERN: Employee Assistance
Program 1503 Grant Road, Suite 120
Mountain View, CA 94040

Grievances may also be filed through the Plan's website at www.concern-eap.com, or faxed to CONCERN at 650-962-5737.

Complaint forms and copies of the grievance procedure shall be available at The Plan's office and at each Plan Provider office as well as on the Plan's website. In addition, complaint forms shall be sent to Members on request. Completed forms should be submitted to the above address or through procedures noted on the website. Assistance will be provided by a Plan representative to anyone attempting to file a grievance in person or by telephone.

- c. Members will receive a written response within five (5) calendar days acknowledging receipt of the complaint, and within thirty (30) calendar days a written notice describing the Plan's resolution of the complaint. Grievances that require expedited review will be resolved within three (3) calendar days. The details of these processes will be outlined in the Evidence of Disclosure and Coverage Form (EOC).
 - i. A written record shall be made of all grievances received, whether in person, by mail or email, by fax or by telephone, or through the website, including the date, the name of the person recording the complaint, a summary describing the grievance, and the resolution. The Clinical Manager will tabulate the types and numbers of grievance received for periodic review by The Plan's Board of Directors, the Public Policy Committee, the Quality Improvement Committee and Chief Executive Officer in connection with their consideration and formation of The Plan's policy. The Quality Improvement Committee shall include in its periodic reports recommended corrective actions to be taken in light of the pattern of grievances received.
 - ii. The Plan will assure that a Member is not discriminated against for having filed a complaint. The Quality Improvement

Committee will investigate any alleged retaliation and take appropriate action.

- 16.2 Independent Medical Review:** If a Member believes that health care services have been improperly denied, modified, or delayed by The Plan or by a Plan Provider, the Member has the right to request an independent medical review. To initiate a request, the Member must complete an application. The California Department of Managed Health Care will review the application and determine whether the request qualifies for an independent medical review. For more information and application forms, Members may contact The Plan at **1-800-344-4222** or the California Department of Managed Health Care at **1-888-HMO-2219** (TDD at **1-877-688-9891**) or visit <http://www.hmohelp.ca.gov>.
- 16.3 Review by the Department of Managed Health Care:** The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-344-4222** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.
- 16.4 Arbitration of Disputes:**

- a. In addition to the Grievance Appeal Procedure, a Member may also seek redress by submitting the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Binding arbitration is the final process for resolution of any dispute described in section 16.3.b. below. Under binding arbitration, both parties give up their rights to have the dispute decided by jury in a court of law.
- b. Each and every unresolved disagreement, dispute or controversy arising out of or relating to Covered Services under this Agreement or the construction, interpretation, performance or breach of this Agreement, between a Member or personal representative of such persons, as the case may be, and The Plan shall be submitted to binding arbitration in accordance with this section whether such dispute involves a claim in tort, contract or otherwise, and whether or not other parties (e.g., Plan Providers or their partners, agents, or employees) are involved. This

Arbitration section does not include disputes involving medical malpractice. If you have a dispute involving medical malpractice, you should consult a lawyer to assist you in determining your legal rights. It does include any act or omission which occurs during the term of this contract but which may give rise to a claim after the termination of this contract.

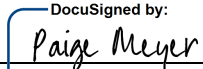
- c. The Member seeking binding arbitration shall send a written notice to The Plan. The notice shall contain a demand for binding arbitration and a statement describing the nature of the dispute, including the specific issue(s) involved, the amount involved, the remedies sought and a declaration that the party seeking binding arbitration has previously attempted to resolve the dispute with The Plan. For further assistance, the Member may also write to the AAA at 3055 Wilshire Blvd., 7th Floor, Los Angeles, CA 90010-1108, or telephone (213) 383-6515.
- d. In the case of extreme economic hardship, a Member may request from The Plan information on how to obtain an application for full or partial assumption of the Member's share of fees and expenses incurred by the Member in connection with the arbitration proceedings.
- e. For all claims or disputes for which the total amount claimed is \$200,000 or less, the parties shall select a single neutral arbitrator who shall have no jurisdiction to award more than \$200,000. This provision is not subject to waiver, except nothing in this section shall prevent the parties from mutually agreeing, in writing, after a case or dispute has arisen and a request for arbitration has been submitted, to use a tripartite arbitration panel which includes two party-appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The agreement shall clearly indicate, in boldface type, that "A case or dispute subject to binding arbitration has arisen between the parties and we mutually agree to waive the requirement that cases or disputes for which the total amount of damages claimed is two hundred thousand dollars (\$200,000) or less be adjudicated by a single neutral arbitrator." If the parties agree to waive the requirement to use a single neutral arbitrator, the Member or Subscriber shall have three business days to rescind the agreement. If the agreement is also signed by counsel of the Member or Subscriber, the agreement shall be binding and may not be rescinded. If the parties are unable to agree on the selection of a neutral arbitrator, The Plan shall use the method provided in section 1281.6 of the Code of Civil Procedure to select the arbitrator.
- f. The parties agree that the arbitrator(s) shall issue a written opinion, and the award of the arbitrator shall be binding and may be enforced in any court having jurisdiction thereof by filing a petition of enforcement of said award. The findings of the arbitrator and the award of the arbitrator issued thereon shall be governed by the applicable state and federal statutory and case law. The arbitrator's award shall be accompanied by

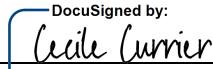
a written decision explaining the facts and reasons upon which the award is based, including the findings of fact and conclusions of law made and reached by the arbitrator(s). The decision shall be signed by the arbitrator(s) in order to be effective.

- g. The declaration of a court or other tribunal of competent jurisdiction that any portion of this contract to arbitrate is void or unenforceable shall not render any other provision hereof void or unenforceable.
- h. The arbitrator(s) shall make the necessary arrangements for the services of an interpreter upon the request of any party, which party shall assume the cost of such services.
- i. The arbitration shall take place in the largest city or town in the county where the services were provided, unless some other location is mutually agreed upon by the parties, and shall be governed by the rules of the American Arbitration Association. The expenses of the arbitrator(s) shall be shared equally by the parties.


SAN RAMON VALLEY FIRE PROTECTION DISTRICT

CONCERN: Employee Assistance Program


By: 
DocuSigned by: Paige Meyer...
Paige Meyer
 Fire Chief

By: 
DocuSigned by: Cecile Currier...
Cecile Currier
 CEO

APPROVED AS TO FORM:

By: 
DocuSigned by: William D. Ross...
William D. Ross
 District Counsel

APPROVED AS TO BUDGET AUTHORITY AND INSURANCE

By: 
DocuSigned by: Martin Koran...
Martin Koran
 Controller

1500 Bollinger Canyon Road
San Ramon, CA 94583

CONCERN: EAP Headquarters
1503 Grant Road, Suite 120
Mountain View, CA 94040
(800) 344-4222

Attachment A

COVERED SERVICES

BENEFIT SCHEDULE

The Plan shall provide the following Covered Services:

- A. EAP Assessment, referral to community resources and Medical Emergency Care, and short-term counseling. The Plan offers counseling services for a wide range of personal problems and immediate response for Crisis situations. Each Member and his or her Covered Dependents shall be limited to a maximum of **eight (8) visits** for each problem per twelve-month period, beginning with the date of the case opening. For the purpose of this provision, the word “problem” means a specific type of matter, situation or issue of concern to a Member for which the Member requests EAP services for purposes of obtaining assistance in arriving at a solution. If a Member is referred for unsatisfactory work performance by means of a Supervisor Referral, or if a Member or Covered Dependent is assessed as having a chemical dependency problem, the maximum number of visits shall be ten (10). CONCERN provides counseling for “problem” issues including but not limited to:
- (i) marital and family problems,
 - (ii) difficulty with relationships,
 - (iii) emotional distress,
 - (iv) job stress,
 - (v) communications or conflict issues,
 - (vi) substance abuse issues and
 - (vii) loss and death issues.
- B. The Plan provides a problem-focused form of individual or family outpatient counseling that
- (i) seeks resolution of problems in living rather than basic character changes;
 - (ii) emphasizes the Member’s skills, strengths and resources;
 - (iii) involves setting and maintaining realistic goals that are achievable in a one to five month period; and
 - (iv) encourages the Member to practice behavior outside the counseling Visits to promote therapeutic goals.
- C. The Plan’s EAP services will provide Members with confidential EAP Assessment, Crisis Intervention, short-term counseling and referral to community resources. The Plan can also refer Members to individuals who provide parenting and childcare resources, eldercare resources, legal consultations, and financial services.

- D. Upon reaching the maximum number of Visits, a Member may continue to receive services by the Plan Provider, but at the Member's expense. Upon each case opening, The Plan shall inform the Member of the number of Visits he or she is entitled to receive.
- E. A Plan Provider will also refer a Member to community resources for assistance for non-Covered Services. In the event of such referral, the Member shall be advised by The Plan and the Plan Provider that the Member is responsible for payment of costs and fees for services provided.
- F. The Plan Provider shall also obtain from a Member a consent form prior to the release of any information concerning said Member, except as required by law. A Plan Provider shall explain such form to each Member.
- G. Upon request, The Plan shall provide up to ten (10) hours per incident for Critical Incident Response (management consultations, planning, travel, onsite support, and follow-up) for traumatic events occurring onsite involving employees and up to eight (8) hours annually for training, education, and/or critical incident response for events occurring offsite involving employees. Seminars are to be selected from a list of topics provided by The Plan. Cancellations of educational seminars within three business days (72 business hours) of their scheduled time shall be counted as used on-site hours, or subject to a late cancellation billing of Three Hundred Twenty-Five Dollars (\$325), whichever applies. Additional on-site hours may be purchased by The Group at current pricing.
- H. The Plan shall conduct management orientation sessions for The Group's management and supervisory personnel and employee orientation sessions for The Group's personnel at such times and locations as are mutually agreed upon by The Plan and The Group.
- I. Upon request, The Plan shall consult with The Group's Human Resources staff and individual supervisors and managers regarding potential or actual supervisory referrals and Employee performance issues.
- J. The Plan shall provide quarterly and annual reports. Such reports shall include statistics on number of Employees using The Plan, demographics, referral sources, services used and problem types.
- K. Facilities: The Plan's Provider's offices are located close to where you work or live, and are available during regular business hours. To find out the exact address and hours of operation of a Plan Provider's office, you may contact The Plan at **(800) 344-4222** and you will be asked to provide either the city or zip code where you would like to receive care.

Attachment B

PREPAYMENT FEES

- B.1 Prepayment Fees.** The Group shall pay eleven dollars and fifteen cents (\$11.15) per Employee per month for Covered Services.
- B.2 Invoices.** The Plan will invoice The Group monthly based on an accurate headcount of all Employees covered by The Plan, to be provided by The Group at the beginning of each month. All amounts due under this Agreement shall be paid to The Plan within 30 days of invoice date. Payment shall be remitted to:

CONCERN: EAP
Department 33079
P.O. Box 39000
San Francisco, CA 94139-3079

All invoices for services are due upon receipt. In the event that payment is not received within 30 days of invoice date, a finance charge of 1.5% (18% annually) will be applied.

Tax I.D. number for The Plan is 77-0528349.

Attachment C




CERTIFICATE OF COVERAGE

Named Member: Concern: Employee Assistance Program 2400 Grant Road, Suite 100 Mountain View, CA 94040		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Insuring Company: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507 925-838-6070			
Certificate Number	Effective Date	Expiration Date	Retroactive Date *
HCL-16-078	7/1/2016 at 12:01 a.m.	7/1/2017 at 12:01 a.m.	1/1/1993 at 12:01 a.m.
Type of Coverage: <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
Limits of Liability: \$10,000,000 Per Claim \$20,000,000 Aggregate Per Contract Period		Deductible: \$1,000 Per Claim NONE Aggregate Per Contract Period	
Description of Coverage: Evidence of Healthcare Entity Professional Liability, Bodily Injury & Property Damage Liability, Personal Injury and Advertising Injury Liability, and Employee Benefit Liability coverage.			
Issue Date: June 14, 2016			
Certificate Holder: FOR INFORMATION ONLY		Authorized Representative:  R. Corey Grove Vice President, Underwriting and Client Services	

* the retroactive date applies to claims made coverage only

**CERTIFICATE OF COVERAGE**

Named Member: El Camino Healthcare District 2500 Grant Road Mountain View, CA 94039-7025		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.										
Insuring Company: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507 925-838-6070												
Certificate Number	Effective Date	Expiration Date	Retroactive Date									
AL-16-038	7/1/2016 at 12:01 a.m.	7/1/2017 at 12:01 a.m.	N/A									
Type of Coverage: <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence												
Limits of Liability: \$20,000,000 Each Accident, Combined Single Limit The Combined Single Limit is subject to the following limits: <table border="0"> <tr> <td>Bodily Injury and Property Damage Liability</td> <td>\$20,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Uninsured/Underinsured Motorist</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> <td>Each Accident</td> </tr> </table>				Bodily Injury and Property Damage Liability	\$20,000,000	Each Accident	Uninsured/Underinsured Motorist	\$1,000,000	Each Accident	Medical Payments	\$5,000	Each Accident
Bodily Injury and Property Damage Liability	\$20,000,000	Each Accident										
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident										
Medical Payments	\$5,000	Each Accident										
Deductibles: Comprehensive: \$250 Each Loss Collision: \$500 Each Loss												
Description of Coverage: This coverage applies to Concern: Employee Assistance Program as a covered Subsidiary.												
Issue Date: June 14, 2016												
Certificate Holder: FOR INFORMATION ONLY		Authorized Representative:  R. Corey Grove Vice President, Underwriting and Client Services										

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 2221 - A

CERTIFICATE OF CONSENT TO SELF-INSURE

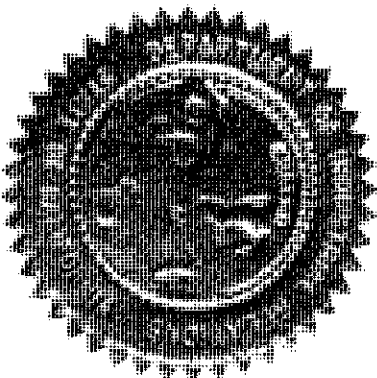
CONCERN: EMPLOYEE ASSISTANCE PROGRAM

(a California corporation)

THIS IS TO CERTIFY, That Subsidiary of EL CAMINO HOSPITAL

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1ST DAY OF March 19 2002

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

STEPHEN J. SMITH

DIRECTOR

MARK B. ASHCRAFT MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.





San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: 11/20/2019

To: Board of Directors

From: Denise Pangelinan, Director of Emergency Communications
Steve Call, Technology Systems Manager

Subject: East Bay Regional Communications System Authority (EBRCSA) Operating Payment

Background

The East Bay Regional Communications System Authority (EBRCSA) was officially created in 2007 with the formation of a Joint Powers Authority (JPA) to procure and maintain an Association of Public Safety Communications Officials (APCO) P25-compliant communications system. This communications system provides interoperable communications to public agencies serving within Contra Costa County and Alameda County. The EBRCSA includes 40 member agencies serving a population of over 2.5 million citizens. The extensive infrastructure required for the communications system was funded through numerous federal and state grants along with debt proceeds.

Per the EBRCSA Project Operating Agreement, each year the District is required to make an operating payment to the EBRCSA that is calculated based on the total number of radios that agencies have committed to place in service on the East Bay Regional Communications System (EBRCS). The operating payment allows District personnel to utilize P25-compliant, trunked radios on the EBRCS for a period of 12 months. For fiscal year 2019-2020, the annual operating cost per radio is \$360. The District will be utilizing 260 radios on the EBRCS for fiscal year 2019-2020 and is required to make an operating payment of \$93,600.

Recommended Board Action

Authorize staff to pay the EBRCSA operating payment in the amount of \$93,600.

Financial Impacts

Budgeted expense for FY 2019-2020.



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www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Davina Hatfield, Controller
Subject: Quarterly Investment Report – September 30, 2019

Background

Pursuant to Section 5.3 of the District's Investment Policy, please find attached the Quarterly Investment Report for the three-month period ended September 30, 2019. The investments held on behalf of the District totaled \$52.4 million as of September 30, 2019 and are in compliance with the District's investment policy. Funds are invested primarily in a laddered portfolio held by Bank of the West maturing at intervals from 6 months to 5 years (\$33.7 million) and in the State-run, pooled, money market fund for local agencies (\$17 million). The Bank of the West laddered portfolio is managed by District staff while the Local Agency Investment Fund (LAIF) is managed by the State Treasurer's office. Fiscal-year-to-date investment earnings for all funds for the first quarter are \$408,384, which translates to an average weighted yield-to-maturity of 1.98%.

The District's Budget Stabilization funds are included in the laddered portfolio with Bank of the West. At September 2019, the District had approximately \$19 million of Budget Stabilization funds under active management. These funds have earned \$126,380 fiscal year-to-date, which represents an average combined weighted yield to maturity of 1.89%.

Also attached for the Board's review is the retiree medical trust fund (CERBT) account statement for the quarter ended September 30, 2019. Since inception, the fund has earned \$8.2 million in investment earnings averaging about an 8.27% annual rate of return. The balance of the trust fund at September 30, 2019 is \$29,052,262. These funds are managed by CalPERS and not included in the funds discussed above.

Recommendation

Staff recommends that the Board receive and review the investment report for the quarter ended September 30, 2019.

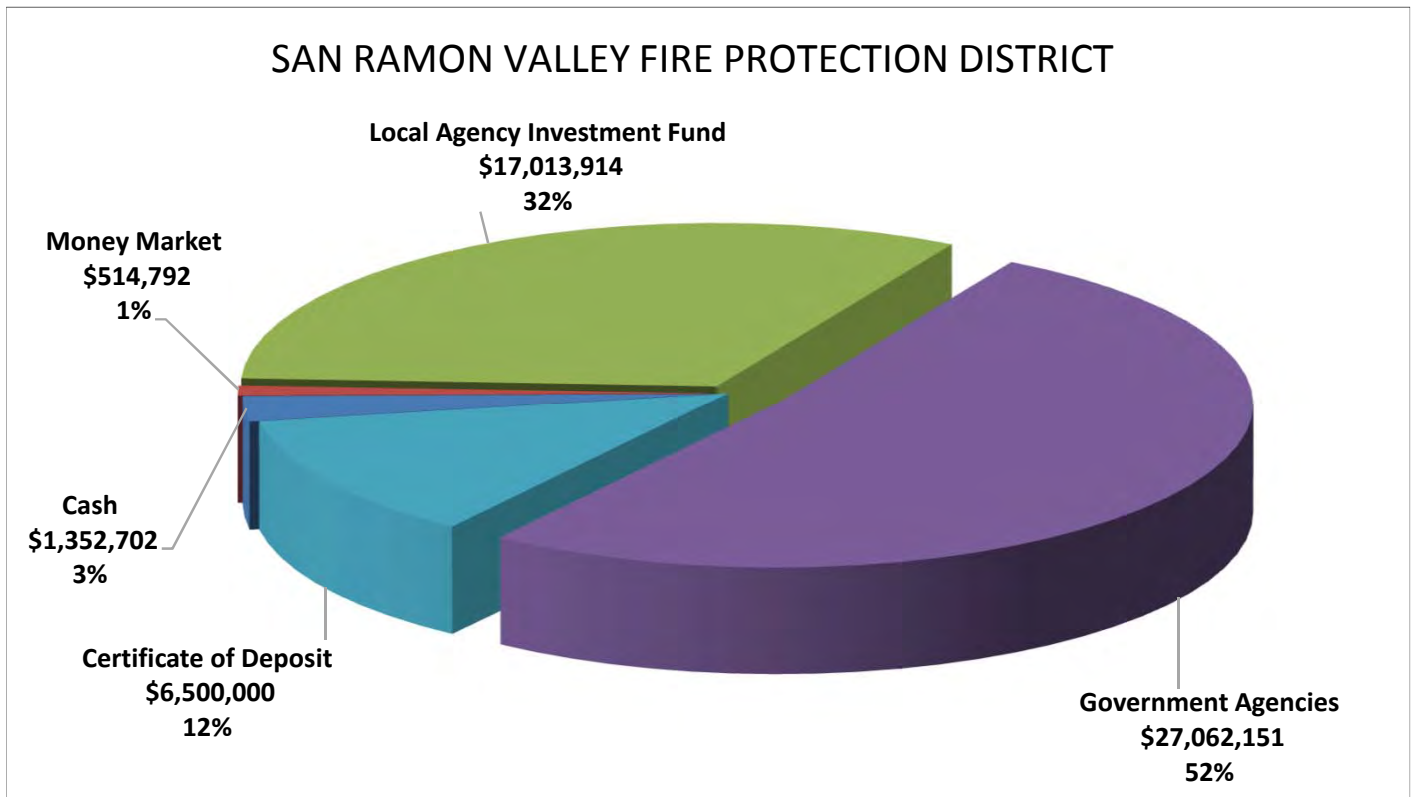
**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
INVESTMENT REPORT
September 30, 2019**

Type of Investment	Financial Institution	Date of Maturity	Par Value/ Original	Market Value	Rate of Interest
Cash	Bank of the West	N/A	1,302,863	1,302,863	0.00%
Cash	Bank of the West - CERT Funds	N/A	49,839	49,839	0.00%
Money Market	Bank of the West - Money Market	N/A	505,258	505,258	1.24%
Laddered Portfolio	Bank of the West - Investments	Various	33,567,211	33,686,777	1.89%
Local Agency Investment Fund	Local Agency Investment Fund	N/A	17,013,914	17,041,865	2.34%
Money Market	Bank of America - Dreyfus Government Funds	N/A	9,534	9,534	1.42%
Total			\$52,448,619	\$52,596,135	

Average weighted yield 1.98%

Expected return per quarter \$259,737

Market values obtained from monthly statements issued by Bank of the West and Bank of America.



The District has sufficient funds available to meet the next six months of financial obligations.

The September 30, 2019 investments are in compliance with the District adopted Investment Policy.

CERBT account summary

Account summary as of September 30, 2019

Initial contribution (6/29/2009)	\$3,500,000
Additional contributions	\$19,302,576
Disbursements	(\$1,812,608)
CERBT expenses	(\$105,107)
Investment earnings	\$8,167,401
Total assets	\$29,052,262
Average annualized internal rate of return (6/29/2009-9/30/2019)	8.27%

Agreement effective date: 6/29/2009
in FEMHCA: Yes



CERBT Strategy 1 Performance as of September 30, 2019

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	10 Years*	Since Inception* (June 1, 2007)
Gross Return ^{1,3}	1.09%	1.27%	1.27%	5.32%	7.44%	5.88%	7.83%	4.93%
Net Return ^{2,3}	1.08%	1.25%	1.25%	5.23%	7.35%	5.79%	7.74%	4.85%
Benchmark returns	1.07%	1.22%	1.22%	5.13%	7.07%	5.48%	7.55%	4.49%
Standard Deviation ⁴	-	-	-	-	7.69%	7.81%	9.46%	12.49%

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

OLD BUSINESS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Frank Drayton, Deputy Chief
Subject: Adoption of 2019 Fire Code- Ordinance No. 36

Subject

Waive Second Reading, read by title only, and consider adoption of District Ordinance No. 36, adopting by reference the 2019 California Fire Code and local amendments.

Background

At its October 23, 2019 Regular Meeting, the District Board of Directors introduced for first reading an ordinance to adopt the 2019 California Fire Code with local amendments. Consistent with applicable law, draft copies of the Ordinance have been provided to the City of San Ramon, Town of Danville, and Contra Costa County for review and comment.

After reviewing the proposed amendments the Town of Danville and FLSD staff have agreed to meet early next year for a study session to discuss the amendments, County Building officials responded stating that they did not have any concerns or proposed changes, the City of San Ramon recommended some minor clarifications. (see attachment)

The proposed ordinance is recommended in order to update the District Fire Code. Every three years, the California Building Standards Commission updates the Building Standards Code. What this means to the District is that during each code cycle the District is required to update their local codes and adopt the current model code with amendments and the California Fire Code as published by the California Building Standards Commission. The proposed Ordinance adopts the 2019 California Fire Code, along with local amendments based on the District's climatic, geological, and topographical conditions. The California Health and Safety Code identifies a specific process for adoption of the Fire Code with specific actions and timelines. A schedule is included in the Board Packet that identifies the process components and timeline (Attach a copy of the schedule for the Board).

The Board may adopt a finding that it is necessary to modify the California Fire Code due to local conditions. This is due to the fact that the Ordinance will modify the building standards that have been adopted for California. Those modifications are:

- The requirement of automatic fire sprinklers in all new buildings, the same as currently in place.
- Storage of flammable and combustible liquids in above ground storage tanks.
- Storage of flammable cryogenic fluids in stationary containers.
- Storage of liquified petroleum gas.

- Explosive & Fireworks

A Resolution or Ordinance to make those findings is necessary whenever modifications are made to the Buildings Standards Code (Title 24 California Code of Regulations – Part 9 “Fire Code”).

Fire districts are required to solicit comments from each city and county within their service area (Contra Costa County, the City of San Ramon, and the Town of Danville) prior to formally adopting the Ordinance at second reading. Once the Ordinance is adopted, it again must be forwarded to the County, City of San Ramon, and Town of Danville for ratification, modification, or denial. Based on the outcome of that action, the Ordinance will go into effect thirty days after adoption by your Board. The Ordinance however contains language from the California Health and Safety Code that aligns the actual effective date with the effective date of the California Fire Code (January 1, 2019). This is important to assure that there are no gaps in the timing of the effective dates.

The Ordinance text has been collectively prepared by staff of the District’s Fire & Life Safety Division. Discussions have occurred with other fire agencies within the county to ensure consistency in standards and requirements.

Discussion

The following is a list of the significant changes from the California Fire Code proposed to be adopted by your Board (Ordinance 2019-36). Most of these are carry-overs from the previous local adoption:

- **Section 101.1** – This is a carry-over from previous editions of your ordinance
- **Section 105.6** – This is a carry-over from previous editions of your ordinance. This also adds three new subsections included in the 2019 California Fire Code.
- **Section 105.6.30** – This section is deleted as it addresses mobile food trucks which are regulated by county Environmental Management and HCD.
- **Section 105.6.52** – This is a carry-over from previous editions of your ordinance but adds an exception for Christmas tree lots that only store trees.
- **Section 105.7** – This is a carry-over from previous editions of your ordinance, which now includes seven additional construction permits.
- **Section 105.7.26** – This is a carry-over from previous editions of your ordinance.
- **Section 105.7.27** – This is a carry-over from previous editions of your ordinance.
- **Section 110.4** – This is a carry-over from previous editions of your ordinance with an update section number.
- **Section 112.4** – This is a carry-over from previous editions of your ordinance with an update section number.
- **Section 202** – Carried over definition for FIRE TRAIL
- **Section 202** – Carried over definition for UNWARRANTED FIRE ALARM NOTIFICATION
- **Section 304.1.2** – Carried over from previous editions of your ordinance
- **Section 401.3.54** - Carried over from previous editions of your ordinance.

- **Section 404** – Previously deleted in your ordinance, now being left as part of the model code.
- **Section 405** – Previously deleted in your ordinance, now being left as part of the model code.
- **Section 406** – Previously deleted in your ordinance, now being left as part of the model code.
- **Section 503.1.2.1** – Carried over from previous editions of your ordinance, now being deleted. This is already addressed in the appendix D which is being adopted.
- **Section 503.1.4.1** – Carried over from previous editions of your ordinance.
- **Section 503.2** – Carried over from previous editions of your ordinance.
- **Section 503.3.1** – Carried over from previous editions of your ordinance. Renumbered due to other code changes.
- **Section 503.4.1** – Carried over from previous editions of your ordinance.
- **Section 503.7** – Deleted from previous section, adopting Appendix D in its entirety instead.
- **Section 507.2** – Carried over from the previous editions of your ordinance
- **Chapter 11** – Previously deleted from the local ordinance, proposed to remain.
- **Section 5601.1.3** – Carried over from the previous edition of your ordinance.
- **Section 5704.2.9.6.1** – Carried over from the previous edition of your ordinance.
- **Section 5706.2.4.4** – Carried over from the previous edition of your ordinance.
- **Section 5806.2** – Carried over from the previous edition of your ordinance.
- **Section 6104.2** – Carried over from the previous edition of your ordinance.
- **Appendix P** – Carried over from the previous edition of your ordinance. Changed from Appendix K to Appendix P due to other modifications in the State code.
- **Section 902** – Carried over from the previous edition of your ordinance.
- **Section 903.1** – Carried over from the previous edition of your ordinance.
- **Section 903.1.1** – Carried over from the previous editions of your ordinance
- **Section 903.2** – Carried over from the previous editions of your ordinance
- **Section 903.2.1 through 903.2.1.4** – Carried over from the previous edition of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.2.1** – Relocated to new section 903.2.13. 903.2.1.1 in the current adoption is for a different occupancy type.
- **Section 903.2.3** - Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.4** – Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.

- **Section 903.2.7** - Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.9** - Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.9.1** - Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.10** - Carried over from the previous editions of your ordinance. Added back in various subsections. No substantive changes from previous adoption.
- **Section 903.2.13** – New Section that was moved from 903.2.2.1 above. Language is carried over from the previous editions of your ordinance.
- **Section 903.3.1.1.3** - Carried over from the previous editions of your ordinance
- **Section 903.6.1** - Carried over from the previous editions of your ordinance
- **Section 903.6.1.1** – Carried over from the previous editions of your ordinance.

Recommendation

1. Waive second reading and read by title only Ordinance No. 36, adopting the 2019 California Fire Code with local amendments.
2. Direct staff to forward two executed copies of the Ordinance to the attention of the Contra Costa County Board of Supervisors, San Ramon City Council, and Danville Town Council for ratification, consistent with Health & Safety Code §13869.7(c). One ratified original will be returned to the District for internal filing. All other filings may be by photocopies.
3. Within 15 days of the adoption of the Ordinance, District Staff shall publish notice of the adoption of the Ordinance, along with the votes cast by each Board Member.

as shown:

1. Buildings with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
4. Buildings with repair garages servicing vehicles parked in basements.
5. A group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10 is amended and reads as follows:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet.
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Section 903.2.13 is amended and reads as follows:

903.2.13. Group B. An automatic sprinkler system shall be provided for fire areas containing Group B occupancies and intervening floors of the building where one of the following conditions exist:

1. The fire area exceeds 5,000 square feet.

Section 903.3.1.1.3 is added to read as follows:

903.3.1.1.3 Undeclared Use and Tenant Space. In buildings of undeclared use or with tenant space areas; the fire sprinkler system may be required to be designed to conform to the design density of the most hazardous occupancy use allowed within the building. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.6.1 is added and reads as follows:

903.6.1 Substantial Remodel. In an existing building, if a substantial remodel occurs the entire building shall be protected by an automatic sprinkler system in accordance with section 903.

Section 903.6.1.1 is added and reads as follows:

903.6.1.1 Substantial Remodel, Group R-3. An automatic sprinkler system shall be provided throughout an existing Group R-3 dwelling where a substantial remodel occurs or where the gross floor area of the building exceeds 8,000 square feet.

EXCEPTION: When additional floor area does not exceed 1000 square feet.

an

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the fourteen (14) mph to twenty-three (23) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass and brush can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

4. Summary

These local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity, and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage.

Change wording ~~to next~~ see following page for recommendations

The Seismic Design Category found in Contra Costa County varies based on mapped acceleration parameters and risk category of a structure. In general, Seismic Design Category in Contra Costa County are D or E for risk category I, II, or III structures and D or F in risk category IV structures

ORDINANCE NO. 36

AN ORDINANCE OF THE SAN RAMON VALLEY FIRE PROTECTION DISTRICT ADOPTING BY REFERENCE PROVISIONS CONTAINED IN THE 2019 CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) AND THE 2018 INTERNATIONAL FIRE CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INCLUDING APPENDIX CHAPTERS B, C, D, E, F, G, H AND P, WITH CERTAIN ADDITIONS, DELETIONS AND AMENDMENTS THERETO BASED ON LOCAL FINDINGS, AND REPEALING DISTRICT ORDINANCE NUMBER 34.

WHEREAS, the San Ramon Valley Fire Protection District (“District”) is organized and operates under the Fire Protection District Law of 1987 (Health and Safety Code section 13800 *et seq.*); and,

WHEREAS, Health and Safety Code Sections 13869.7 and 18941.5 allows fire protection districts, cities, and counties to establish more restrictive building standards reasonably necessary because of local climatic, geological or topographical conditions after making the findings required by Health and Safety Code Section 17958.5 and 17958.7; and,

WHEREAS, based upon the unique local climatic, geological, and topographical conditions within the District, the District Board of Directors has determined that local modifications are reasonably necessary to protect the health, safety, and welfare of residents and property within the District; and,

WHEREAS, Health and Safety Code Section 13869.7 provides that the District may adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code, consistent with Health and Safety Code Section 18941.5, and;

WHEREAS, Government Code section 50022 *et seq.*, empowers the District to adopt by reference various Codes, including the 2019 California Fire Code, California Code of Regulations, Title 24, Part 9, published by the California Building Standards Commission, as well as the 2018 International Fire Code published by the International Code Council; and,

WHEREAS, pursuant to the Government Code section 50022 *et seq.*, the District seeks to adopt by reference various provisions of the above referenced California Codes, subject to the additions, amendments, and deletions as set forth herein.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN RAMON VALLEY FIRE PROTECTION DISTRICT DOES ORDAIN AS FOLLOWS:

Part 1. ADOPTION OF THE INTERNATIONAL FIRE CODE

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosion or hazardous materials, that certain Code known as the California Fire Code published by the California Buildings Standards Commission being particular the 2019 edition thereof and the whole thereof, save and except such portions as are hereinafter added, deleted, modified or amended by Part 4 and the 2018 International Fire Code with such portions as are hereinafter added, deleted, or modified or amended by Part 2 of this ordinance, which contain non-building standards, is hereby adopted pursuant to Section 13869 of the California Health and Safety Code and incorporated fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the San Ramon Valley Fire Protection District.

Part 2. AMENDMENTS TO THE INTERNATIONAL FIRE CODE

The International Fire Code is amended and changed in the following respects: Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of San Ramon Valley Fire Protection District, hereinafter referred to as "this code."

Section 105.6 is amended to read as follows:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.52.

Section 105.6.30 is deleted.

Section 105.6.52 is added to read as follows:

105.6.52 Christmas tree sales. An operational permit is required to engage in the business of Christmas tree sales.

Exception: Lots that only have tree storage.

Section 105.7 is amended to read as follows:

105.7 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.27

Section 105.7.26 is added to read as follows:

105.7.26 Fire apparatus access. A construction permit is required to install, improve, modify, or remove public or private roadways, driveways, gates and bridges for temporary or permanent fire apparatus access.

Section 105.7.27 is added to read as follows:

105.7.27 Construction, alteration, or renovation of a building for which a building permit is required. A construction permit is required to construct, add to, alter, renovate, rebuild, or move into the jurisdiction a structure for which a building permit is required.

Section 110.4 is amended to read as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to the criminal sanctions set forth in California Health and Safety Code, Section 13871. Each day that a violation continues after such due notice has been served shall be deemed a separate offense.

Section 112.4 is amended to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than 500 dollars or not more than 5,000 dollars.

Section 202 is amended to include certain definitions and reads as follows:

Board of Directors. Shall mean the governing body of the District.

Fire trail. Shall mean a graded fuelbreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Unwarranted fire alarm notification. The giving, signaling or transmission of an alarm notification to a public fire station or emergency communications center when such alarm is the result of a defective condition of an alarm system, system servicing or testing, construction activities, ordinary household activities or other cause when no such danger exists.

Section 304.1.2 is amended to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance upon default of owner or occupant shall be in accordance with Appendix P.

Exception: Vegetation clearance in areas deemed hazardous fire areas within wildland-urban interface areas shall be in accordance with Appendix P.

Section 401.3.5 is added and reads as follows:

401.3.5 Unwarranted fire alarm notification. Notification of emergency responders based

on an unwarranted alarm may be punishable by a fine. In addition, the responsible party may be liable for the operational and/or administrative costs incurred from the emergency response and /or mitigation procedures resulting from an unwarranted fire alarm notification.

Section 503.1.4 is added and reads as follows:

503.1.4 Access to open space and fire trails. Access to open land/space or existing fire trail systems shall be maintained. Proposed land-use modifications impacting existing access shall provide alternate acceptable access, as approved by the fire code official.

Section 503.2 is amended and reads as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8. The fire code official shall have the authority to modify the access specifications. When required by the fire code official, technical assistance in accordance with Section 104.7.2 may be required.

Section 503.3.1 is added and reads as follows:

503.3.1 Parking of vehicles on fire apparatus access roads. For the parking of vehicles on a fire apparatus access road, roadway widths shall be increased to accommodate the parking of vehicles as follows:

1. Roadways 20 feet (6096 mm) in width, no parking permitted,
2. Roadways 28 feet (8534 mm) in width, parking permitted on one side only. Parking is permitted on the side of the street absent fire hydrants, and
3. Roadways 36 feet (10,973 mm) in width when parking is not restricted.

Section 503.4.1 is amended and reads as follows:

503.4.1 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the fire code official. The design of traffic calming devices shall be in concurrence with the responsible public works agency and the fire code official.

Section 507.2 is amended to read as follows:

507.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing fire flow. Swimming pools and ponds shall not be considered water storage for the purposes of Section 507.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks The possession, manufacture, storage, sale, handling and use of fireworks within the jurisdiction of the San Ramon Valley Fire Protection District are prohibited.

Exceptions:

1. Deleted
2. Deleted
3. The use of fireworks for fireworks displays as allowed in California Code of Regulations, Title 19.
4. Deleted

Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited, see Part 3.

Section 5706.2.4.4 is amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited, see Part 3.

Section 5806.2 is amended to read as follows:

5806.2 Limitation. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of the districts in which such storage is prohibited, see Part 3.

Section 6104.2 is amended to read as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons, see Part 3 for established limits.

Appendix P is added and reads as follows:

P101 Appendix P - Hazardous Fuel Abatement

P101.1 Scope. This appendix provides provisions intended to identify hazard areas and mitigate the risk of life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate fires from spreading to wildland fuels that may threaten to destroy life, overwhelm fire suppression capabilities, or result in large property loss.

P101.2 Purpose. The purpose of this appendix is to establish minimum requirements in wildland-urban interface areas that will increase the ability of a building to resist the intrusion of flame or burning embers projected by a vegetation fire, including the identification of hazardous fire areas that require applicable defensible space provisions as set forth herein and enforced by the fire code official and applicable state and local fire-resistive building standards that are enforced by the local building official.

P101.3 Jurisdictional authority. The Board of Directors as the supervising, legislative and executive authority of this jurisdiction has the authority to act pursuant to Part 5 (commencing with Section §14875), Division 12, of the State of California Health and Safety Code, to clear or order the clearing of rubbish, litter or other flammable material where such flammable material endangers the public safety by creating a fire hazard. Such fire hazard abatement shall be conducted in accordance with the provisions of said Part 5 and/or this Ordinance. In the application of the provisions of said Part 5 to fire hazard abatement proceeding under this Ordinance and the Fire Protection District Law of 1961, the terms "Board of Directors" or "Board" when used in Part 5, shall mean the Board of Directors of this jurisdiction under this article; and the officer designated in Section §14890 of Part 5 shall mean the Fire Chief.

P102 Definitions

P102.1 Definitions. For the purpose of this appendix certain terms are defined as follows:

Combustible material includes seasonal and recurrent weeds, stubble, brush, dry leaves, tumbleweeds, rubbish, litter or flammable materials of any kind.

Cost of abatement. Shall include all expenses incurred by the jurisdiction in its work of abatement undertaken and administrative costs pursuant to Section P111 of this Ordinance.

Defensible space. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensify of an advancing wildfire and to create an area for fire suppression operations to occur.

Fuelbreak. Shall mean a continuous strip of land upon and from which all rubbish, weeds, grass or other growth that could be expected to burn has been abated or otherwise removed in order to prevent extension of fire from one area to another.

Fuel management plan. Is a plan that shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire resistance factors, fire protection systems and equipment, defensible space and vegetation management. (Reference California Government Code 51182)

Hazardous fire area. Is a parcel of land which is privately or publicly owned and located within 500 feet of any mountainous area, forest or brush-, grass-covered land, or any land that is covered with flammable material. This may include both native vegetative or ornamental shrubbery. Such areas may be designated as a hazardous fire area by the fire code official. (Reference: California Government Code 51179, Public Resource Code 4291 and State Fire Hazardous Severity Zone Maps)

Parcel. Is a portion of land of any size, the area which is determined in the records of the County Assessor. (Reference Health and Safety Code 14883)

Person. Includes; individuals, firms, partnerships, and corporations.

Public nuisance. Is a declaration by the fire code official that the presence of combustible material on a parcel creates a fire hazard. (Health and Safety Code 14875 and 14876)

Rubbish. Means waste matter, litter, trash, refuse, debris and dirt on streets, or private property in the jurisdiction which is, or when dry may become, a fire hazard.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, trails, easements, and fire trails.

Weeds. Means all vegetation growing upon streets or private property in this jurisdiction and includes any of the following:

1. Vegetation that bears seeds of a downy or wingy nature.
2. Sagebrush, chaparral, and any other brush or weeds which, attains such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Vegetation that is otherwise noxious or dangerous.
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard. (Reference Health and Safety Code 14875)

Wildland-Urban interface area. Is that geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.

P103 Unlawful disposal. Every person who places, deposits or dumps combustible material on a parcel whether or not he owns such parcel, or whether, or not he so places, deposits or dumps on such parcel with the consent of the owner, thereof, is subject to the criminal sanctions set forth in Health and Safety Code Section 13871.

P104 Public nuisance. The Board of Directors may declare that all hazardous fire areas, including any combustible materials and dead trees, upon private property or streets in this jurisdiction and all rubbish on private property or streets in this jurisdiction are public nuisances. Such weed nuisance is seasonal and recurrent.

P105 Prohibition. No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish or weeds, trees, or other vegetation, which constitutes a fire hazard.

P106 Contract for services. This Board of Directors reserves and retains the power to award a contract for such hazard abatement work where the employees of this jurisdiction are not used to perform such abatement work.

P107 General abatement requirements. The provisions of this section shall govern the abatement of combustible material creating a fire hazard upon premises (reference Government Code 51175 - 51189 and Public Resources Code 4291).

P107.1 Clearance of brush or vegetative growth from streets. The fire code official is authorized to require areas within 10 feet on each side of fire apparatus access roads and driveways to be abated of flammable vegetation and other combustible growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

P107.2 Clearance of brush, vegetative growth and combustible material from parcels. All parcels declared a public nuisance by the Board of Directors shall be cleared entirely of combustible material. If the fire code official determines this impractical, the provisions of Section P107.2 may be used.

P107.2.1 Clearance of dead trees. Remove from the parcel all dead trees within 100 feet of all structures.

P107.2.2 Abatement of parcels 1 acre or less. Parcels one acre or less (43,560 square feet) shall require abatement of the entire parcel.

P107.2.3 Abatement of parcels greater than 1 acre. Parcels over one acre (43,560 square feet) may be required to comply with the following requirements:

1. Parcels shall provide 15-foot disced or bladed fuelbreaks along the perimeter of the property line that borders a developed property.
EXCEPTION: Mowed fuelbreaks are only acceptable if an area cannot be disced due to terrain or other factors. Mowed fuelbreaks should be maintained at a maximum height of 3-inches and a minimum width of 60- feet.
2. Parcels 10 acres or more shall provide a 15-foot crossbreak to divide the parcel into approximately 5-acre sections.

EXCEPTION: Parcels that are used for agricultural purposes may contact Fire and Life Safety to request modifications to this requirement.

P107.3 Clearance of brush or vegetative growth from structures. Any person owning, leasing, controlling, operating or maintaining any building in, upon, or adjoining any hazardous fire area shall at all times maintain defensible space around and adjacent to such building by removing and clearing away all combustible material for a distance not less than 100 feet from all portions of the structure. Distances may be increased by the fire code official based on site specific analysis of local conditions.

EXCEPTION: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

P107.3.1 Clearance of trees from chimney. Remove that portion of any tree that extends within 10 feet of the outlet of any chimney or stovepipe.

P107.3.2 Clearance of trees from structure. Maintain any tree, shrub, or other plant adjacent to or overhanging any structure free of dead limbs, branches and other combustible material.

P107.3.3 Clearance of roofs. Maintain the roof of any structure and roof gutters free of leaves, needles, twigs and other combustible materials.

P107.3.4 Ground clearance of trees. Limb trees within 100 feet of any building or structure or within 10 feet of that portion of any highway, street, alley or driveway which is improved or used for vehicle travel or other vehicular purposes, so that no leafy foliage, twigs or branches are within 5 feet from the ground.

P107.3.5 Clearance of trees from roofs. Maintain 5 feet of vertical clearance between roof surfaces and portions of trees overhanging any building or structure.

P107.3.6 Clearance of trees from roadways and driveways. Maintain an unobstructed vertical clearance of not less than 13'6" above all roadways and driveways.

P108 Fire management plan. A fire management plan shall be prepared by the applicant when required by the fire code official.

P108.1 Cost. The cost of fire management plan preparation and review shall be the responsibility of the applicant.

P109 Clearance upon default of owner.

P109.1 Notice. The fire code official of this jurisdiction may order the abatement of weeds, trees, and rubbish as described in Sections 304.1.2 and Appendix P. Copies of the legal notice shall be headed with the words "Legal Notice to Abate Fire Hazard" in letters at least one inch high. The notice shall be in substantially the following form:

LEGAL NOTICE TO ABATE FIRE HAZARD

You are hereby notified that an accumulation of grass, weeds, dead trees, and/or rubbish constitutes a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You are hereby notified to remove the grass, weeds, dead trees and/or rubbish within fifteen (15)

days from the date of this legal notice. If you fail to do so, the *San Ramon Valley Fire Protection District* will abate it and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid. The lien may prevent the sale of the property and it shall be the responsibility of the property owner upon payment of the property taxes to have the lien removed. Contact the Fire District for a release of lien that must be filed by the property owner at the County Recorder's Office.

You are hereby further notified that the Board of Directors has declared that such grass, weeds, dead trees and rubbish constitute a public nuisance and that such weeds also constitute a seasonal and recurring nuisance.

You may appear in person before the Board of Directors of this jurisdiction on (time and date) at (place-room, street, address, and city) to show cause why this order should not be enforced. (Signed): (Name of fire code official or name of jurisdiction)

P109.2 Mailed notice. The fire code official of this jurisdiction shall mail a copy of the legal notice to the owner of the affected property as he/she and his/her address appear upon the current and last county equalized assessment roll as of January 1 of each calendar year, or as his/her address is known to this jurisdiction. As an alternative to mailing, the notice may be posted upon the affected property and published in this jurisdiction, not less than fifteen (15) days prior to the date of the abatement hearing. The notice shall also be provided to the Clerk of the Board of Directors three days prior to the Board hearing. It shall be the responsibility of the current owner of record to notify the fire code official of a change in ownership on the form provided.

P109.3 Hearing. A date for hearing on the legal notice shall be scheduled at least fifteen (15) days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the time and place stated in the notices, the Board of Directors shall meet to hear the report of the fire code official and any objections thereto. The fire code official shall attend, inform the Board as to the alleged public nuisance, and supply the description of the parcel upon which it exists, the name and address of the last known property owner thereof, and state what has been done in order to give notice of the hearing according to the provisions of this code. At the hearing, the property owner or their agent may appear to show cause why the order shall not be enforced. For good cause shown, the Board of Directors may extend the time for compliance with the order or may rescind the order. The decision by the Board at the hearing is final. Upon the completion of the hearing, the Board shall authorize and direct the fire code official to abate any public nuisance found by the District to exist on the parcel after the date specified in said notice.

P109.4 Order of work. If, after a hearing, the Board of Directors finds that a public nuisance exists upon a parcel, the Board may direct the fire code official to abate the public nuisance. The Board shall maintain a record of its proceedings at such hearing and retain therewith the report of the fire code official and a description of such parcel and, where applicable, the name and address of its last known property owner.

P109.5 Contract award. If the owner fails to comply with the order, the fire code official of this jurisdiction may have the public nuisance abated either by employees of this jurisdiction or by contract.

P110 Seasonal and recurrent nuisances

P110.1 Resolution. If, in the opinion of the fire code official, the public nuisance on a parcel is seasonal and recurrent, the fire code official may ask the Board of Directors to so declare by resolution. If the Board of Directors makes such a declaration by resolution, such seasonal and recurring public nuisance thereafter shall be abated every year without the necessity of any further hearing.

P110.2 Notice. For a parcel subject to a declaration described in Section P110.1, it is sufficient to mail the legal notice to the same person and in the same manner as set forth in Section P109. The notice shall describe the parcel and shall state that the parcel is subject to seasonal and recurring weeds that constitute a public nuisance and must be cleared every year without the necessity of any further hearing. The notice shall further state that if the weeds constituting a public nuisance are not cleared by the owners of the parcel by a specified date, they will be abated by the District, in which case the cost of such abatement shall be assessed upon the parcel from which the private nuisance is abated and that such cost will constitute a lien upon such parcel until paid. In the event the fire code official sets a hearing before the Board of Directors as authorized by Section P110.3, the notice shall also set forth the date, time and place of such hearing and shall be mailed at least fifteen (15) days before the hearing.

P110.3 Optional hearing. Notwithstanding Section P110.1, the fire code official may set a hearing before the Board of Directors to consider any objections to the proposed abatement of the public nuisance as described in the notice pursuant to Section P110.2. The decision by the Board at the hearing is final. Upon the completion of the hearing, the Board shall authorize and direct the fire code official to abate any public nuisance found by the District to exist on the parcel after the date specified in said notice. The fire code official will place a work order on the property as stated in P109.4.

P110.4 Optional second notice. At the discretion of the fire code official, if a public nuisance is found to exist on a parcel after the date specified in the first notice pursuant to Section P110.2, a second notice may be mailed or delivered to the same person to whom the first notice was mailed. The second notice shall state that the public nuisance will be abated by the District unless it is otherwise abated immediately or by a specified date. The mailing or delivery of a second notice does not create any right to object or further object to the proposed abatement of the public nuisance.

P111 Collection of the cost of abatement

P111.1 Abatement report of costs. The fire code official or his or her designee abating the nuisance shall keep an account of the cost of abatement in front of or on each separate parcel of land and shall render an itemized report in writing to the Board of Directors showing the cost of

removing the weeds, dead trees and rubbish on or in front of each separate lot or parcel of land, or both.

P111.2 Confirmation of expense account. Before the report is submitted to the Board of Directors, a copy of it shall be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. Said report and notice shall also be posted for the said three days in two other public places in the District. At the time fixed for receiving and considering the report, the Board of Directors shall hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Directors may make such modifications in the report, as it deems necessary, after which by order of resolution, the report shall be confirmed.

P111.3 Special assessment and lien. The amounts of the cost, including administrative costs, for abating the nuisance in front of or upon the various parcels of the land mentioned in the report as confirmed shall constitute special assessment against the respective parcels of land, and a lien on the property for the amount of the respective assessments.

P111.4 Transmittal of account. Such lien attaches upon recordation in the office of the County Recorder of the County in which the property is situated of a certified copy of the Resolution of Confirmation.

P111.5 Cost assessments. Upon confirmation of the report of cost by the Board of Directors of this jurisdiction and the recordation of the Resolution of Confirmation by the administrator, a copy of the report of cost shall be sent to the County Auditor, who shall enter the amount of the assessments against the parcels. Thereafter the amount of the assessments shall be collected at the same time and in the same way as County taxes are collected. The owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of County taxes are applicable to these assessment taxes.

P111.6 Grounds for cancellation or refund. If a property owner believes an assessment against the owner's property pursuant to Section P109 and P110 was entered, charged or paid more than once, through clerical error, through the error or mistake of the District in respect to any material fact, or illegally, the owner must in compliance with applicable law present a claim to the Board of Directors for an order cancelling (if uncollected) or refunding (if collected) the assessment.

P112 Alternate mitigation.

P112.1 Fuelbreaks. In lieu of ordering abatement as provided in Section P107, the fire code official of this jurisdiction may order the preparation of fuelbreaks around parcels of property where combustible grass, weeds, crops, or brush are present. In determining the proper width for fuelbreaks, the fire code official shall consider the height of the growth, weather condition, topography, values at risk and the accessibility to the property for fire protection equipment. The procedure set forth in Section P109 for the abatement of weeds and rubbish shall apply to the preparation of fuelbreaks.

Part 3. GEOGRAPHIC LIMITS FOR CERTAIN HAZARDOUS MATERIALS

That the geographic limits referred to in certain sections of the 2019 California Fire Code are hereby established as follows, these provisions may be modified based on the General or Specific Plan of the city or County:

3.1 The limits referred to in Section 5704.2.9.6.1 of the International Fire Code in which storage of Class I and II liquids in-above-ground tanks outside of buildings is prohibited, are hereby established as follows: Prohibited in any area as established by applicable land-use and zoning standards.

3.2 The limits referred to in Section 5706.2.4.4 of the International Fire Code in which storage of Class I and II liquids in above-ground tanks is prohibited, are hereby established as follows: Prohibited in any area as established by applicable land-use and zoning standards.

3.3 The limits referred to in Section 5806.2 of the International Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established as follows: Prohibited in any area as established by applicable land-use and zoning standards.

3.4 The limits referred to in Section 6104.2 of the International Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as follows: Prohibited in any area as established by applicable land-use and zoning standards.

Part 4 CHANGES TO BUILDING STANDARDS

I. Changes or Modifications more stringent than the California Building Standards Code

Changes and modifications that are more stringent than the requirements published in the California Building Standards Code are adopted pursuant to the provisions contained in California Health and Safety Code 13869.7

In the event the City of San Ramon, Town of Danville, or Contra Costa County, adopt more restrictive requirements, or amend provisions contained herein in accordance with California Health and Safety Code Section 13869.7(c); those more restrictive or amended requirements shall only apply within the jurisdiction ratifying such requirements.

The Board of Directors of the San Ramon Valley Fire Protection District, in its Ordinance adopting and amending regulations that are more restrictive than the **2019 California Building Standards Code, Title 24, Part 9, Section 903 of the California Fire Code** are described below;

Section 902 is added and reads as follows:

SUBSTANTIAL REMODEL. In existing buildings, any alteration that causes additional floor area that is more than fifty percent (50%) of the existing floor area and where the total floor area exceeds 5000 square feet.

SUBSTANTIAL REMODEL, Group R-3. In an existing R-3 structure, any alteration that causes

additional floor area that exceeds fifty percent (50%) of the existing floor area and where the total floor area exceeds 5000 square feet.

Section 903.1 is amended and reads as follows:

903.1 General. Automatic sprinkler systems shall comply with this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings. An automatic sprinkler system shall be provided for all new buildings with a gross floor area that exceeds 5000 square feet and, in the locations, set forth in Section 903.

EXCEPTION: Group U occupancies.

Sections 903.2.1.1 through 903.2.1.4 are amended and read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 5,000 square feet, contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 5,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for fire areas

containing Group A-4 occupancies and intervening floors of the building where one of the following conditions exists:

- 1.The fire area exceeds 5000 square feet
- 2.The fire area has an occupant load of 300 or more.
- 3.The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.3 is amended and reads as follows:

903.1.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

- 1.Throughout all Group E fire areas greater than 5,000 square feet in area.
- 2.The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

- 3.The Group E fire area has an occupant load of 300 or more.
- 4.In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
- 5.Throughout any Group E structure greater than 5,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.
- 6.For public school state-funded construction projects see Section 903.2.19
- 7.For public-school campuses, Kindergarten through 12th grade, see section 903.2.20.

Section 903.2.4 is amended and reads as follows:

903.1.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

- 1.A Group F-1 fire area exceeds 5,000 square feet.
- 2.A Group F-1 fire area is located more than three stories above grade plane.
- 3.The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- 4.A Group F-1 occupancy used for the manufacturing of upholstered furniture or mattresses exceeds 2,500 square feet.

Section 903.2.7 is amended and reads as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

- 1.A Group M fire area exceeds 5,000 square feet.
- 2.A Group M fire area is located more than three stories above grade plane.
- 3.The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet.
- 4.A Group M occupancy used for the display and sale of upholstered furniture or mattresses

exceeds 5,000 square feet.

1. 5. {SFM} The structure exceeds 5,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

Section 903.2.8 is amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies, including manufactured and mobile homes, including those located in mobile home parks.

Section 903.2.9 is amended and reads as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet
2. A group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet.

Section 903.2.9.1 is amended and reads as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
4. Buildings with repair garages servicing vehicles parked in basements.
5. A group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10 is amended and reads as follows:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code where either of the following conditions exists:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet.
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Section 903.2.13 is amended and reads as follows:

903.2.13. Group B. An automatic sprinkler system shall be provided for fire areas containing Group B occupancies and intervening floors of the building where one of the following conditions exist:

1. The fire area exceeds 5,000 square feet.

Section 903.3.1.1.3 is added to read as follows:

903.3.1.1.3 Undeclared Use and Tenant Space. In buildings of undeclared use or with tenant space areas; the fire sprinkler system may be required to be designed to conform to the design density of the most hazardous occupancy use allowed within the building. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.6.1 is added and reads as follows:

903.6.1 Substantial Remodel. In an existing building, if a substantial remodel occurs the entire building shall be protected by an automatic sprinkler system in accordance with section 903.

Section 903.6.1.1 is added and reads as follows:

903.6.1.1 Substantial Remodel, Group R-3. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where a substantial remodel occurs or where the gross floor area of the building exceeds 8,000 square feet.

EXCEPTION: When additional floor area does not exceed 1000 square feet.

II. Findings

Pursuant to Section §17958.5 and §17958.7 of the California Health and Safety Code, the Board of Directors of the San Ramon Valley Fire Protection District finds that the above referenced change, modification, and amendment is needed and is reasonably necessary because of certain local climatic, geological, and topographic conditions as described below.

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. Ninety-six (96) percent falls during the months of October through April and four (4) percent from May through September. This is a dry period of at least five (5) months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from forty-five (45) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low

as fifteen (15) percent.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, hereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the fourteen (14) mph to twenty-three (23) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass and brush can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

4. Summary

These local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity, and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area. Interstate 680 runs the length of the San Ramon Valley to Interstate 580 in Alameda County. The interstate divides the valley into a west and east side. Through the valley, the interstate is transversed by 8 underpasses and 7 overcrossings. An overpass or undercrossing collapse would significantly alter the response route and time of responding emergency equipment. This is due to limited crossings of the interstate and that the valley has only one surface street, which runs parallel to the interstate which, would be congested during a significant emergency.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire department resources; hereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems,

alarm systems and other electrical equipment urgently needed for building evacuation and fire control in large buildings would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the San Ramon Valley, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty- (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. The majority of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be impassable.

Examples:

- 1.Roundhill Estates in Alamo - access restricted for fire equipment due to road grade and width.
- 2.West hillside area in Danville and Alamo would restrict access for Station's 31, 32, and 33.
- 3.Tassajara Valley and Morgan Territory roads would restrict access for Station's 30, 35, 36 and 37.

3. Topographic

(a) Conditions

i. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the District, especially in those developed and developing areas of the District.

ii. Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

iii. Buildings, Landscaping and Terrain

Many of the "newer" large buildings and building complexes have building access and landscaping features and designs, which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates and roads of inadequate width and grades which are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires that fire personnel both in numbers and in stamina. Access problems often result in severely delaying, misdirecting or making impossible fire and smoke control efforts.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the San Ramon Valley Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may tend to intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

4. Summary

Local climatic, geologic, and topographic conditions impact fire prevention efforts, and the frequency, spread, acceleration, intensity, and size of fire involving buildings in this community. Further, they impact potential damage to all structures from earthquake and subsequent fire. An example of this was the October 17, 1989 Loma Prieta earthquake measuring 6.9 on the San Andreas fault centered near Santa Cruz, caused one residential fire and numerous commercial buildings to have damage.

Part 5. REPEAL OF CONFLICTING ORDINANCES

The following Ordinance previously adopted by the Board of Directors is hereby repealed: Ordinance No.34, San Ramon Valley Fire Protection District.

Part 6. PUBLICATIONS

That the Fire District Clerk of San Ramon Valley Fire Protection District is hereby directed to cause this ordinance to be published within fifteen (15) days of passage, with the names of the Directors voting for and against it, in the San Ramon Valley Times, a newspaper of general circulation in this District.

Part 7. NOTICE TO AGENCIES

The Secretary of the Board is directed to mail a copy of this Ordinance with the local findings, modification, or changes expressly marked and identified to the California Department of Housing and Community Development and obtain a file stamped endorsed copy from the commission for retention in the District’s office. The Secretary of the Board is further directed to mail a copy of this Ordinance to the attention of the respective governing bodies of Contra Costa County, the City of San Ramon, and the Town of Danville.

Part 8. ENVIRONMENTAL DETERMINATION

The District Board of Directors finds that the modifications to California building standards, adopted by reference by this Ordinance, are enacted to provide a safer, more protected environment in response to local conditions, including local climatic, geological, and topographical conditions. The adoption of this ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*, “CEQA”) as the Ordinance is not a “Project” as defined under CEQA. Moreover, the Ordinance is exempt from review pursuant to the CEQA Guidelines (California Code of Regulations Title 14, Chapter 3) consistent with, among other things, CEQA Guidelines Section 15061(b)(3) (proposed action has no potential for causing a significant impact on the environment), Section 15308 (action by regulatory agency for the protection of the environment), and Section 15321 (enforcement actions by regulatory agency).

Part 9. EFFECTIVE DATE

That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force, beginning January 1, 2020 and after its final passage and adoption.

Passed and Adopted on _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan F. Brooks
District Clerk

Dominique Yancey
President, Board of Directors

APPROVED AS TO FORM

William D. Ross
District Counsel

NEW BUSINESS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019

To: Board of Directors

From: Natalie Korthamar Wong, Director of Human Resources

Subject: Revisions to FAIRA Agreement

Background:

The San Ramon Valley Fire Protection District participates in the Fire Agencies Insurance Risk Authority (FAIRA) for liability and property insurance. FAIRA is comprised of over one hundred fire districts in California and Nevada and was created in 1988. Shortly after FAIRA's creation, their legal documents were produced, and it has been many years since the Joint Powers Agreement (JPA) and Liability Risk Sharing Agreements (LRSA) have been updated. FAIRA notified the District that it made necessary changes to each document. Most of the changes are minor and consist of updates that reflect the insurance program structure that the pool has today.

Attached to this report are the following documents:

1. Memorandum from FAIRA's General Counsel summarizing the changes to the Joint Powers Agreement and the Liability Risk Sharing Agreement
2. A complete updated copy of the Joint Power Insurance Agreement
3. A complete updated copy of the Liability Risk Sharing Agreement
4. A Resolution for Board of Director Approval

Recommended Board Action:

A motion to adopt a Resolution authorizing approval of the Sixth Amended Joint Powers Agreement of the Fire Agencies Insurance Risk Authority and the updated Liability Risk Coverage Agreement.

Financial Impacts:

There is no financial impact related to the adoption of the Resolution.

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAMON VALLEY
FIRE PROTECTION DISTRICT APPROVING THE SIXTH AMENDED JOINT
POWERS AGREEMENT OF THE FIRE AGENCIES INSURANCE RISK AUTHORITY
AND THE UPDATED LIABILITY RISK COVERAGE AGREEMENT**

WHEREAS, the San Ramon Valley Fire Protection District is a member of the Fire Agencies Insurance Risk Authority (FAIRA); and

WHEREAS, the Board of Directors of the Fire Agencies Insurance Risk Authority has approved the Sixth Amended Joint Powers Agreement and the updated Liability Risk Coverage Agreement and has requested that the Board of the San Ramon Valley Fire Protection District also approve both documents.

NOW, THEREFORE, be it resolved by the Board of Directors of the San Ramon Valley Fire Protection District, as follows:

1. The Board approves the Sixth Amended joint Powers Agreement of the Fire Agencies Insurance Risk Authority and the updated Liability Risk Coverage Agreement.

2. The Fire Chief is directed to provide a copy of this Resolution to FAIRA and advise FAIRA of the Board's approval.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the San Ramon Valley Fire Protection District, held this 20th day of November 2019.

Dominique Yancey, Board President

ATTEST:

Susan F. Brooks, District Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

William D. Ross, District Counsel

Paige Meyer, District Fire Chief



Lozano Smith

ATTORNEYS AT LAW

7404 N. Spalding Avenue, Fresno, California 93720-3370
Telephone: (559) 431-5600 Fax: (559) 261-9366

MEMORANDUM

DATE: September 27, 2019 **CLIENT/MATTER:** 1913-01

TO: Susan Blankenburg, FAIRA General Manager

FROM: Dale E. Bacigalupi, FAIRA General Counsel

RE: Summary of changes to FAIRA JPA Agreement and Liability Risk Coverage Agreement Approved by the FAIRA Board on September 9, 2019

1. Changes to the FAIRA JPA Agreement(the updated agreement will be called the “Sixth Amended Joint Powers Agreement):
 - Deletes unnecessary language that applied to the year 1993 and the early days of FAIRA.
 - Add a definition of “Claims Administrator” and requires FAIRA members to notify the Claims Administrator when a new claim arises.
 - Clarifies the process for removal of a FAIRA Board member when the Board member’s sponsoring member District withdraws from FAIRA.
 - Makes other minor language adjustments to be consistent with revisions in the Liability Risk Coverage Agreement.
2. Changes to the Liability Risk Coverage Agreement:
 - The table of contents was deleted and replaced using Word's updatable table of contents feature.
 - Made numerous non-substantive revisions to make the agreement use more modern terminology used by public agency liability pools and to make it easier to understand by a non-lawyer.
 - Most of the articles and sections were rearranged to make the agreement flow in a more logical and consistent manner.
 - Revised all language limiting the type of coverage provided by FAIRA. For example, the definition of “Claim” was revised to more accurately reflect that a claim is a demand for coverage by a covered party rather than a demand by a third party against

an insured. The original definition did not capture the possibility of a demand by a covered party for first party loss, it only addressed third party losses.

- Removed all references to SIR dollar amounts.
- Removed all references to 1993 dates.
- Definition of “Participant” was changed to “Participating Member Agency.” This is to help clarify that all of the agencies who are parties to this agreement are FAIRA member agencies.
- Definition for “Adjustment Proportion” was removed as this definition was never used in the original version of the agreement.
- Removed language in recitals that was unnecessary since it was already included in the Joint Powers Agreement.
- Added definition for Joint Powers Agreement and added references to the JPA where appropriate in the text of the agreement.
- Added definition for “Memorandum of Coverage” and references the same where appropriate in the text of the agreement.
- Merged administrative, risk, and excess premiums into one single definition for “Premium.”
- The premium calculation was simplified – see new section 5.4.
- Removed the deductible premium and language regarding prepayment of deductibles.
- Changed the interest rate on overdue payment from 12% to 5%.
- Removed Exhibits A–F. Removed references to former Exhibits A–F. Former Exhibit G “List of Participants” is now Exhibit A. New section 11.2(b) indicates that Exhibit A is to be revised at least annually by the GM to reflect the list of participating member agencies for each coverage period.
- Removed Schedule B (it was blank anyway). Removed references to Schedule B.
- Changed termination provision. Agreement now terminates only upon the circumstances set forth in the new section 4.1
- Changed Schedule B to Exhibit B. New Section 11.2(b) indicates Exhibit B may be amended by majority of the Governing Board.
- Clarified language as to when withdrawal from the agreement becomes effective. Now states that withdrawal is “effective on the last day of the Coverage Period which first commenced within the twelve (12) month period following the request to withdrawal.” See new section 8.2(a). This is not a substantive change but this new language makes the intent more clear.
- Added section 5.5(c) to clarify that there are no premium adjustments with respect to excess insurance or reinsurance *unless FAIRA is required to pay all or a portion of a covered claim that excess insurance or reinsurance refuses to pay*. This does not change the substance of the original agreement as this language was previously buried in the second paragraph former section 3.5.

LIABILITY RISK COVERAGE AGREEMENT

Dated as of September 9, 2019

among the

FIRE AGENCIES INSURANCE RISK AUTHORITY

and

THOSE MEMBER AGENCIES NAMED IN EXHIBIT A HERETO

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**FIRE AGENCIES INSURANCE RISK AUTHORITY
FIRST AMENDED LIABILITY RISK COVERAGE AGREEMENT**

THIS FIRST AMENDED LIABILITY RISK COVERAGE AGREEMENT (“Agreement”) by and among the FIRE AGENCIES INSURANCE RISK AUTHORITY, a joint exercise of powers agency duly organized and existing under California law, including, without limitation, Section 6500 et seq. of the Government Code, as provider (the "Authority"), and those agencies listed in Exhibit A hereto, each duly organized and existing under California law (each a "Participating Member Agency" and collectively, the "Participating Member Agencies").

This Agreement was originally approved by action of a majority of the Participating Member Agencies and a majority of the Governing Board, as required by Section 7.3 of the Liability Risk Coverage Agreement dated February 1, 1993. The original consent of such Participating Member Agencies, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law, was received on September 9, 2019. This Agreement supersedes the original Liability Risk Coverage Agreement dated February 1, 1993 and is effective as to individual Member Agencies when it is executed consistent with the procedures set forth herein.

WITNESSETH:

WHEREAS, the Authority is a joint powers authority of which each Participating Member Agency is a member;

WHEREAS, the Authority is authorized to exercise necessary powers to implement the purposes of the Authority as set forth in the Joint Powers Agreement and as established by the Authority's Governing Board;

WHEREAS, the Authority has determined to provide each Participating Member Agency with Coverage for liability risks through this Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS; EXHIBITS AND SCHEDULES**

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement as a whole.

"Actuary" means a firm with at least one employee who is both a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries, which firm is appointed by the Authority with the approval of at least a majority of the Authority's Governing Board.

"Authority" means the Fire Agencies Insurance Risk Authority, a joint exercise of powers authority duly organized and existing under California law.

"Case Reserves" means those amounts in the Central Loss Fund required to be designated as

reserves for payment of Claims in accordance with Section 7.1.

"Claim" means a demand by a Covered Party to recover for any damage, loss, cost, or expense within or alleged to be within the scope of Coverage afforded by the Authority.

"Central Loss Fund" means the Central Loss Fund established for the payment of Claims pursuant to Section 5.2.

"Coverage" means the pooled self-insurance liability coverage program(s) afforded by the Authority to the Participating Member Agencies pursuant to this Agreement and any Memorandum of Coverage applicable to the Participating Member Agencies.

"Coverage Period" means each annual period for which a Participating Member Agency pays a Premium and obtains Coverage pursuant to a Memorandum of Coverage, which period commences on 12:01 a.m. Pacific Time on July 1, and continues through July 1st 12:01 a.m. Pacific Time of the subsequent year.

"Covered Party" means a Participating Member Agency which has paid a Premium, which has not been expelled or withdrawn from Coverage pursuant to the terms of this Agreement, and which qualifies as a Named Covered Party under a Memorandum of Coverage and any person or organization who qualifies as an Additional Covered Party under such Memorandum of Coverage.

"Effective Date" means the date which consent to this Agreement was provided by the majority of Participating Member Agencies, acting through their legislative bodies, and in compliance with all applicable requirements of Joint Powers Law.

"Governing Board" means members of the Board of Directors of the Authority; provided that only members representing Participating Member Agencies shall be entitled to vote on any action with respect to the Coverage program established by this Agreement, and any references in this Agreement to a majority or specified percentage of the Governing Board shall be deemed to mean a majority or specified percentage of Participating Member Agency members of the Governing Board.

"General Manger" means the general manager of the Authority selected in accordance with the Joint Powers Agreement.

"Joint Powers Agreement" means the Fifth Amended Joint Powers Agreement, dated as of October 22, 2008, among the Member Agencies creating the Authority, or other adopted Amendment thereafter.

"Loss Reserves" means the amounts in the Central Loss Fund required to be designated as reserves for payment of Claims pursuant Section 7.2.

"Operating Fund" means that fund established by the Authority as set forth in the Joint Powers Agreement.

"Member Agency" means each public agency which is party to the Joint Powers Agreement, or any amendment thereto and is a member of the Authority.

"Memorandum of Coverage" means the agreement(s) between the Authority and each Participating Member Agency which sets forth the terms, conditions, and limits of Coverage afforded by the Authority to such Participating Member Agencies during each Coverage Period.

"Participating Member Agency" means each Member Agency which is a party to this Agreement, or any amendment thereto, who has not withdrawn or been expelled from Coverage, as set forth in Section 7.3.

"Payment Date" means June 15 of each year during the term of this Agreement.

"Premium" means the amount payable by each Participating Member Agency on or before each Payment Date in order for such Participating Member Agency to participate in the Coverage afforded under the Memorandum of Coverage applicable to each Coverage Period.

"Qualified Claims Auditor" means an individual or an organization experienced in the handling of public entity liability claims, appointed by the Authority with the approval of a majority of the members of the Authority's Governing Board, who shall be independent of any party who administers Claims on behalf of the Authority throughout each Coverage Period.

"Premium Adjustment" means the amount assessed or refundable to each current or former Participating Member Agency, as further set forth in Section 4.5.

"Premium Proportion" means, with respect to any Participating Member Agency and with respect to any Coverage Period, the percentage of Premium required to be paid by such Participating Member Agency in such Coverage Period as compared to the sum of all Premiums paid by all Participating Member Agencies in such Coverage Period.

"Risk Sharing Pool" means a specific program of pooled self-insurance liability coverage applicable to one or more Participating Member Agencies. The Authority may establish one or more pools in subsequent Coverage Periods in compliance with Article VI.

"Settlement" means the settlement by the Authority of a Claim.

"Term" means the period of time during which this Agreement is in effect, as provided in Section 4.1 herein.

"Treasurer" means the treasurer of the Authority selected in accordance with the Joint Powers Agreement.

"Undesignated Reserves" means the amount in the Central Loss Fund in excess of the total amount that has been designated as Loss Reserves pursuant to Article VI.

SECTION 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Agreement:

- (a) Exhibit A: List of Participating Member Agencies.
- (b) Exhibit B: Methodology for Calculating Premium Proportion.

ARTICLE II COVERAGE; PURCHASE OF COMMERCIAL INSURANCE OR REINSURANCE

SECTION 2.1 Coverage. The Authority hereby provides Coverage to each Participating Member Agency, and each Participating Member Agency hereby agrees to accept such Coverage, upon the terms and conditions set forth in this Agreement.

SECTION 2.2 Purchase of Commercial Insurance or Reinsurance. In the sole discretion of the Governing Board of the Authority, the Authority may provide for all or a portion of the Coverage afforded to the Participating Member Agencies during each Coverage Period through the purchase of insurance or reinsurance from a commercial insurer or reinsurer on behalf of the Participating Member Agencies. The Authority shall use its best efforts to obtain group discounts on the purchase of such insurance or reinsurance. The Authority shall continue to be obligated to pay amounts due on Covered Claims from moneys in the Central Loss Fund even in the event such commercial excess insurance or reinsurance fails to pay such Covered Claims or is insufficient for such Covered Claim.

ARTICLE III REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 3.1 Representations, Covenants and Warranties of the Participating Member Agencies. Each Participating Member Agency makes the following representations, covenants and warranties to the Authority.

(a) Recitals. The recitals to this Agreement are true and correct.

(b) Due Organization and Existence. Such Participating Member Agency is a local agency of the county in which it is located, duly organized and existing under California law.

(c) Authorization; Enforceability. California law authorizes such Participating Member Agency to enter into this Agreement and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid agreements, and the Participating Member Agency has duly authorized and executed all of the aforesaid agreements. This Agreement constitutes the legal, valid, binding and enforceable obligation of such Participating Member Agency in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally and except as to the limitations on remedies against public agencies generally.

(d) Budget Appropriations. Each Participating Member Agency covenants to take such action as may be necessary to ensure that its legislative body includes Premium and Premium Adjustment payments payable hereunder in its annual budget and to make the necessary annual appropriations for all such Premium and Premium Adjustment payments due hereunder. During the Term, each Participating Member Agency will furnish to the Authority and the Treasurer prompt written evidence of such budget or appropriation (which may be evidence of payment of such amounts) in each such Coverage Period no later than 30 days after filing or adoption. The covenants on the part of each Participating Member Agency herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of each Participating Member Agency to take such action and do such things as are required by law in the performance of the official duty of such officials to enable each Participating Member Agency to carry out and perform the covenants and agreements in this Agreement agreed to be carried out and performed by such Participating Member Agency.

(e) No Violations. Neither the execution and delivery of this Agreement by such Participating Member Agency, nor the fulfillment of or compliance with the terms and conditions hereof by such Participating Member Agency, nor the consummation of the transactions contemplated hereby by such Participating Member Agency, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which such Participating Member Agency is now a party or by which such Participating Member Agency is bound or constitutes a default under any of the foregoing.

(f) Compliance with Claims Administration Standards. Each Participating Member Agency hereby expressly covenants to comply with the Underwriting and Claims Administration conducted by the Authority and the obligations set forth in the terms and conditions of each Memorandum of Coverage applicable to such Participating Member Agency.

(g) Accuracy of All Records. Each Participating Member Agency hereby expressly covenants that all information supplied to the Authority relating to the Coverage provided by this Agreement is true and accurate.

SECTION 3.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants to each Participating Member Agency as follows.

(a) Recitals. The recitals to this Agreement are true and correct.

(b) Due Organization and Existence; Enforceability. The Authority is a joint exercise of powers authority duly organized, existing and in good standing under and by virtue of California law, authorized under California law to enter into this Agreement; is possessed of full power to provide pooled self-insurance to consenting public entities; and has duly authorized the execution and delivery of all of the aforesaid agreements. This Agreement constitutes the legal, valid, binding and enforceable obligations of the Authority, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) Equitable Exercise of Responsibilities. The Authority will exercise all rights and responsibilities hereunder reasonably and equitably for the benefit of all Participating Member Agencies without preference or discrimination among Participating Member Agencies.

(d) No Violations. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the Bylaws of the Authority or any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(e) Settlements. The Authority hereby covenants, to the extent that it has control over any negotiation or structuring of a Settlement, not to effect Settlement payment to be scheduled to occur at any time for which the Central Loss Fund is not anticipated to be fully funded to cover such Settlement payment.

ARTICLE IV TERM AND TERMINATION

SECTION 4.1 Term and Termination. The Term of this Agreement shall commence on the

Effective Date and shall continue in force and effect until terminated. This Agreement may be terminated upon the occurrence of either of the following events: (i) termination of the Joint Powers Agreement, or (ii) upon the unanimous consent of the Participating Member Agencies the Authority's Governing Board. Even after termination, this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority and this Agreement.

SECTION 4.1 Effect of Termination. Effective upon termination of this Agreement, all Coverage afforded the Participating Member Agencies under this Agreement shall terminate, and the obligation of the Participating Member Agencies to pay Premiums for any subsequent Coverage Periods shall cease. However, the obligations of the Participating Member Agencies to pay Premiums and Premium Adjustments, and the rights to receive Premium Adjustment refunds, with respect to Coverage Periods applicable to the Participating Member Agencies prior termination shall continue after termination. Upon and termination of this Agreement and the termination of all Participating Member Agency obligations to pay Premium Adjustments, the Authority will distribute any outstanding Premium Adjustment refunds to the Participating Member Agencies.

ARTICLE V PAYMENT OF PREMIUMS AND PREMIUM ADJUSTMENTS

SECTION 5.1 Obligation to Pay Premiums and Premium Adjustments. Each Participating Member Agency shall pay a Premium for each Coverage Period and may be assessed or refunded a Premium Adjustment in consideration for the Coverage afforded by the Authority during previous Coverage Periods.

SECTION 5.2 Notice of Payment Amount. The Authority shall calculate and mail notice, no later than April 15 of each year, to each Participating Member Agency of the amount of Premium and Premium Adjustment to be payable by each Participating Member Agency on the following Payment Date.

SECTION 5.3 Payment. On or before each Payment Date, each Participating Member Agency shall pay to the Authority the amount of its Premium and any Premium Adjustment assessed. The Authority shall direct the Treasurer to deposit the Premium and Premium Adjustments received into the Central Loss Fund and the Operating Fund as shall be necessary to satisfy the terms of this Agreement. All moneys held hereunder shall be invested in accordance with the terms of the Joint Powers Agreement.

SECTION 5.4 Premium Calculation. On or before the April 1 preceding each Coverage Period, each Participating Member's Premium Proportion of each Risk Sharing Pool shall be determined by an Actuary in accordance with the methodologies set forth in Exhibit B to this Agreement, as may be amended from time to time by the Governing Board. For each Risk Sharing Pool, the General Manager shall calculate the amount of Premium due from each Participating Member Agency for the upcoming Coverage Period by multiplying each Participating Member Agency's Premium Proportion by an amount equal to the sum of the amount established as the Loss Reserve plus the cost of any commercial insurance or reinsurance purchased by the Authority for that Coverage Period. Such Premium amounts as calculated by the General Manager shall become final upon approval of the Governing Board.

SECTION 5.5 Premium Adjustment Calculation.

(a) Time of Determination. On or prior to April 1 of each year, upon receipt of the annual report of the Qualified Claims Auditor pursuant to Sections 7.1 and 7.2, the Authority shall determine the amount of Case Reserves for all Claims to be established or adjusted with respect to all prior Coverage Periods as set forth in the report of the Qualified Claims Auditor. On or prior to April 15 of each year the Authority shall determine, based upon the establishment or adjustment of such Case Reserves, the Premium Adjustment for each Participating Member Agency, which may be either an assessment of additional amounts due or a refund of Premium or Premium Adjustments paid in prior Coverage Periods.

(b) Manner of Determination. Premium Adjustments shall be determined as follows:

(i) Premium Adjustments with respect to any Coverage Period are intended to provide a matching of outstanding Case Reserves required with respect to each Coverage Period, with the sum of amounts paid as Premium, or which were paid or refunded as Premium Adjustments, and certain investment earnings on amounts with respect to such Coverage Period;

(ii) the Premium Adjustment determined with respect to any Participating Member Agency with respect to any Coverage Period shall be equal to that Participating Member Agency's Premium Proportion for that Coverage Period multiplied by the total of all Premium Adjustments determined by the Qualified Claims Auditor with respect to that Coverage Period. In no event shall Premium Adjustment refunds for any Coverage Period, in the aggregate, exceed fifty percent (50%) of the Premiums paid and Premium Adjustment assessments scheduled to be paid by all Participating Member Agencies towards such Coverage Period; however, after all known claims in a Coverage Period are closed, all remaining surplus may be refunded proportionately according to each Participating Member Agency's Premium Proportion for that Coverage Period.

(iii) the Premium Adjustment for investment earnings on the Central Loss Fund, if any, shall be allocated according to the ratio of Premium paid by each Participating Member Agency in all Coverage Periods to Premium paid by all Participating Member Agencies in all Coverage Periods;

(c) Premium Adjustments and Commercial Insurance and Reinsurance.

(i) Except as set forth immediately, below, and except to the extent such obligations or rights which may arise under such commercial insurance or reinsurance, no Participating Member Agency shall have any obligation to pay and no right to receive Premium Adjustments with respect to any Coverage for which the Authority has purchased commercial insurance or reinsurance on behalf of such Participating Member Agency.

(ii) In the event the Authority is obligated, as set forth in Section 2.2, to pay amounts due on Claims from moneys in the Central Loss Fund due to the failure or refusal of any commercial insurer or reinsurer to pay all or a portion of any covered Claims to which such insurance or reinsurance applies, the Participating Member Agencies shall be obligated to pay Premium Adjustments with respect to such payments.

SECTION 5.6 No Withholding. Notwithstanding any dispute between the Authority and a Participating Member Agency, or any dispute between the Authority or any Participating Member Agency and any commercial insurer or reinsurer, each Participating Member Agency shall make all Premium and Premium Adjustments payments when due and shall not withhold any Premium or

Premium Adjustments payments pending the final resolution of such dispute.

SECTION 5.7 Appeal of Premium Amounts. The Governing Board of the Authority may establish an appeal process for the challenge of any Premiums or Premium Adjustments imposed under this Agreement, but such appeal may be based solely on financial hardship of the Participating Member Agency.

SECTION 5.8 Interest Rate on Overdue Payments. In the event a Participating Member Agency fails to make any of the payments required in this Article, the payment in default shall continue as an obligation of the Participating Member Agency until the amount in default shall have been fully paid, and in addition to any remedies available with respect to such default, the Participating Member Agency agrees to pay the same with interest thereon, at five percent (5%) per annum, but not to exceed the highest rate permitted by law, from the date such amount was originally payable.

ARTICLE VI PAYMENT OF ADMINISTRATIVE COSTS AND CLAIMS

SECTION 6.1 Payment of Administrative Costs. Payment of administrative costs associated with this Agreement shall be made from the moneys deposited with the Treasurer in the Operating Fund established in accordance with the terms of the Joint Powers Agreement and shall be disbursed in accordance and upon compliance therewith.

SECTION 6.2 Payment of Claims. The Authority shall establish a Central Loss Fund for the payment of Claims. Claims shall be paid upon submission to the Treasurer of properly completed requisitions executed by the Authority requesting such payment from moneys in the Central Loss Fund held by the Treasurer. Requisitions shall be paid by the Treasurer in the sequential order received. Payment of Claims shall be made solely from any moneys in the Central Loss Fund, including Loss Reserves and Undesignated Reserves as provided in Article VII. If at any time sufficient moneys are not on deposit in the Central Loss Fund to pay in full any Claim upon submission to the Treasurer of a properly completed requisition as described herein, such requisition for payment shall be paid in part to the extent of available moneys in the Central Loss Fund and the Treasurer shall promptly give notice of such insufficiency to the Authority, who shall in turn give prompt notice to all Participating Member Agencies, that such an event has occurred.

ARTICLE VII CASE RESERVES AND LOSS RESERVES

SECTION 7.1 Case Reserves. Each year the Authority shall retain a Qualified Claims Auditor for the purpose of submitting an annual report to the Authority on or prior to each to January 1 of setting forth (a) the amount of Case Reserves necessary to be established with respect to each Claim arising during the preceding full Coverage Period and a breakdown of the amount of Case Reserves applicable to each Risk Sharing Pool, and (b) any adjustments (whether upward or downward) necessary to be made in the amount of each Case Reserve previously established pursuant to this Section. In determining the amount of Case Reserves necessary to be established or adjusted as described above, the Qualified Claims Auditor shall consider (a) the recommendations of the Liability Claims and Underwriting Committee of the Authority, (b) the annual report of the Qualified Claims Auditor, and (c) such facts and circumstances occurring during the period covered by such report as it, in its independent judgment, deems necessary in accordance with prudent liability coverage practices. There shall be no Case Reserves established for a Claim or any portion thereof within a Participating Member Agency's deductible amount, or which is covered by commercial insurance or reinsurance

SECTION 7.2 Loss Reserves. The Authority shall direct the Treasurer to establish or adjust Loss Reserves in the Central Loss Fund. Loss Reserves shall be initially established for each Coverage Period at the time the Premium is due with respect to such Coverage Period in accordance with the report prepared by an Actuary on or before January 1 of each year. Adjustments in subsequent Coverage Periods to Loss Reserves previously established shall be based only upon establishment of and adjustments to Case Reserves in accordance with the report of the Qualified Claims Auditor described above. Such report of the Qualified Claims Auditor shall be in a form such that Premium Adjustments can be determined for each Participating Member Agency, Coverage Period, and Risk Sharing Pool. The Authority may direct the Treasurer to establish Loss Reserves in excess of those designated in the reports of the Actuary and Qualified Claims Auditor if the Authority determines with the Qualified Claims Auditor the existence of such facts and circumstances occurring during the period covered by such report which deem it necessary to establish excess reserves in accordance with prudent liability coverage practices. Such annual adjustment shall be made on the April 1 following receipt of the annual report of the Qualified Claims Auditor. The parties acknowledge that under certain circumstances it will be necessary to establish Case Reserves in excess of the amounts then on deposit in the Central Loss Fund. In such event, such Case Reserves will nevertheless be established as provided in this Section and funded, through the payment of Premium Adjustments, as provided in Section 5.5 hereof.

SECTION 7.3 Priority. Upon the payment of any Claim from amounts on deposit in the Central Loss Fund such amounts shall be deemed reduced in the following order of priority: first, from Case Reserves established to pay such Claim; second, from Loss Reserves other than Case Reserves; third, from Undesignated Reserves; and fourth, from designated Case Reserves established to pay other Claims (pro rata among such other Case Reserves on the basis of the respective amounts of such Case Reserves).

SECTION 7.4 Investment Earnings. Investment earnings retained in the Central Loss Fund shall be credited first to replenish designated Loss Reserves which have previously been reduced to pay other Claims, and then to Undesignated Reserves. Amounts designated as Loss Reserves shall not be increased except as provided in this Section.

ARTICLE VIII ADMISSION AND WITHDRAWAL FROM THIS AGREEMENT

SECTION 8.1 Procedures for Admission. The Authority shall permit a Member Agency to become a Participating Member Agency under this Agreement as follows:

- (a) Not later than the February 1 preceding the first Coverage Period for which the applicant Member Agency desires Coverage, the Member Agency must submit a completed application for Coverage.
- (b) The Authority shall obtain a certificate from an Actuary that admission of the applicant Member Agency will not adversely affect the actuarial soundness of the Risk Sharing Pool in which the applicant Member Agency wishes to participate.
- (c) A qualified insurance claims consultant-broker shall review the underwriting history of the applicant Member Agency and provide to the Authority and the underwriting committee of the Authority a written opinion as to whether providing Coverage to the applicant Member Agency will or will not constitute a hazardous or unacceptable risk or loss exposure to the Authority, and why. Such opinion shall include at least the past five (5) years of claims and the litigation history of the applicant Member Agency, including trial or arbitration verdicts and awards.

(d) At the discretion of the Authority's Governing Board, the applicant Member Agency may be assessed an annual surcharge or fee or be required to make a deposit into the Central Loss Fund by the Authority as a condition to its admission to this Agreement.

(e) The Authority's Governing Board shall, by at least a majority vote, approve admission of the applicant Member Agency as a Participating Member Agency and execute this Agreement.

(f) The applicant Member Agency must execute this Agreement, at which time the applicant Member Agency shall become a Participating Member Agency, and shall become bound and obligated to comply with all of the terms and conditions of this Agreement, including the obligation to pay Premiums and Premium Adjustments as set forth herein.

(g) The new Participating Member Agency must pay its initial Premium and any surcharge or fee or deposit required by the Governing Board on or before the first Payment Date next succeeding the date of execution of this Agreement by such Participating Member Agency and the Authority. Coverage of the new Participating Member Agency shall become effective on the first day of the Coverage Period next succeeding the date of execution of this Agreement by such Participating Member Agency and the Authority

SECTION 8.2 Procedures for Withdrawal.

(a) Procedure for Withdrawal. A Participating Member Agency may withdraw from this Agreement by submitting a written request to withdraw. If the Participating Member Agency is not in default as set forth in Section 11.1, the Participating Member Agency's withdrawal shall become effective on the last day of the Coverage Period which first commenced within the twelve (12) month period following the request to withdraw. Once a request to withdraw has been submitted to the Authority, withdrawal shall be revocable only with the consent of the Authority.

(b) Effect of Withdrawal. Effective upon on the date of withdrawal, all Coverage obligations of the Authority shall cease and the withdrawn agency shall have no further obligation to pay Premiums towards any subsequent Coverage Periods. However, any withdrawn agency shall still remain obligated to pay: (i) all fees and expenses assessed the Authority as a result its withdrawal, (ii) Premium Adjustments respect to Coverage Periods applicable to the agency prior to its withdrawal, (iii) all consequential damages incurred by the Authority a result of any failure of the agency to pay future Premium Adjustments when due. In the event a withdrawn agency has failed to pay all such amounts when due, any future Premium Adjustment refunds owed the withdrawn agency shall be credited against all amounts due and outstanding, and the withdrawn agency shall not be entitled to receive Premium Adjustment refunds until all amounts due have been paid or credited in full. Such credits shall be applied first towards any consequential damages incurred by the Authority and then towards Premium Adjustment amounts due in chronological order, with Premium Adjustments amounts due toward older Coverage Periods being paid first. The Authority shall be under no obligation to pay Claims or otherwise provide Coverage to any withdrawn agency with respect to Coverage Periods in which a Premium Adjustment has been assessed but not paid.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1 Events of Default. The following shall be "Events of Default" under this Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Agreement

with respect to a Participating Member Agency, any one or more of the following events:

(a) failure by a Participating Member Agency to pay the Premium or Premium Adjustment on or before the Payment Date;

(b) failure by a Participating Member Agency to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, or any Memorandum of Coverage, other than as referred to in subsection 9.1(a), above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Participating Member Agency by the Authority; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Participating Member Agency within the applicable period and diligently pursued until the default is corrected; or

(c) the filing by a Participating Member Agency of a case in bankruptcy, or the subjection of any right or interest of such Participating Member Agency under this Agreement to any execution, garnishment or attachment, or adjudication of such Participating Member Agency as a bankrupt, or assignment by such Participating Member Agency for the benefit of creditors, or the entry by such Participating Member Agency into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Participating Member Agency in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

SECTION 9.2 Remedies Upon Default. In the Event of Default of any Participating Member Agency, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Agreement, including but not limited to expulsion of such defaulting Participating Member Agency as set forth below. Upon the occurrence of any Event of Default as a result of the failure to pay any Premium or Premium Adjustment as described in subsection 9.1(a), the Authority shall, subject to the procedures set forth in Section 9.3, cancel all Coverage rights of the defaulting Participating Member Agency for the portion of the then-current Coverage Period commencing with the Event of Default and ending with its cure.

SECTION 9.3 Cancellation of Coverage. The Governing Board of the Authority, may, by at least a majority vote, approve the cancellation of Coverage for any Participating Member Agency in the Event of Default as a result of the failure to pay any Premiums or Premium Adjustment as described in subsection 9.1(a). Such cancellation shall become effective upon ten (10) days' written notice of such cancellation to the defaulting Participating Member Agency.

SECTION 9.4 Expulsion.

(a) Procedure for Expulsion. Upon an Event of Default of a Participating Member Agency, the Governing Board of the Authority, may, by at least a majority vote, approve the expulsion of the Participating Member Agency this Agreement. The expulsion shall become effective sixty (60) days after written notice of expulsion is given to the defaulting Participating Member Agency; provided, however, that only ten (10) days' written notice need be given to any Participating Member Agency who is in default as a result of the failure to pay any Premium or Premium adjustment as described in subsection 11.1(a).

(b) Alternative to Expulsion. Upon an Event of Default as described in subsections 9.1(a) or (b), in the sole discretion of the Governing Board, the Authority may provide the defaulting Participating Member Agency with the option to pay penalty fee equal to 25% of the defaulting Participating Member Agency's Premium for the Current Coverage period in lieu of expulsion. If such option is authorized by the Governing Board, notice of such option shall be provided to the defaulting Participating Member along with the required notice of expulsion as set forth in subsection 11.4(a), above. In such event, the expulsion of the defaulting Participating Member Agency shall nonetheless become effective if the defaulting Participating Member Agency fails to pay the penalty fee and to cure the default within the notice period set forth in subsection 9.4(a), above.

(c) Effect of Expulsion. Effective upon on the date of expulsion, all Coverage obligations of the Authority shall cease and the expelled agency shall have no obligation to pay Premiums towards any subsequent Coverage Periods. However, any expelled agency shall still remain obligated to pay: (i) Premium Adjustments respect to Coverage Periods applicable to the expelled agency prior expulsion and (ii) all consequential damages incurred by the Authority a result of the agency's default under this Agreement. In the event an expelled agency has failed to pay all such amounts when due, any Premium Adjustment refunds due to said expelled agency shall be credited against all amounts due and outstanding, and said expelled agency shall not be entitled to receive Premium Adjustment Refunds until all amounts due and outstanding have been paid or credited in full. Such credits shall be applied first towards any consequential damages incurred by the Authority and then towards Premium Adjustment amounts due in chronological order, with Premium Adjustment amounts due towards older Coverage Periods being paid first. The Authority shall be under no obligation to pay Claims or otherwise provide Coverage to any expelled agency with respect to any Coverage Periods in which a Premium Adjustment has been assessed but not paid.

SECTION 9.5 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law

ARTICLE X INDEMNIFICATION; DISCLAIMER

SECTION 10.1 Release and Indemnification. Each Participating Member Agency shall and hereby agrees to indemnify and save the Authority and all other Participating Member Agencies and each of their respective governing boards, officers, agents, employees, successors or assigns, harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) such Participating Member Agency's breach or default in the performance of any of its obligations under this Agreement or (ii) any act or negligence of the Participating Member Agency or its governing boards, officers, agents, employees, successors or assigns arising out of this Agreement, but not including Claims. No indemnification is made under this Section or elsewhere in this Agreement for claims, losses or damages, including legal fees and expenses to the extent arising out of the willful misconduct, negligence, or breach of duty under this Agreement by the Authority or any other Participating Member Agency, or their respective governing boards, officers, agents, employees, successors or assigns. The provisions of this Section 9.1 shall survive expiration or termination of this Agreement.

SECTION 10.2 Disclaimer. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE ADEQUACY OF THE COVERAGE FOR THE NEEDS OF ANY PARTICIPATING MEMBER AGENCY.

ARTICLE XI MISCELLANEOUS

SECTION 11.1 Assignment. The Authority will not assign this Agreement, its right to receive payments from any Participating Member Agency, or its duties and obligations hereunder; provided, however, that nothing herein shall limit the right of the Authority to purchase commercial insurance or reinsurance on behalf of the Participating Member Agencies as set forth herein. This Agreement may not be assigned by any Participating Member Agency, and any purported assignment shall be void.

SECTION 11.2 Amendment.

(a) This Agreement may be amended with the consent of a majority of the Participating Member Agencies and a majority of the Authority's Governing Board. No amendment to this Agreement shall become effective unless that Authority has provided all Participating Member Agencies with no less than ninety (90) days' written notice of such proposed amendment. Unless authorized by all of the Participating Member Agencies, any amendments shall become effective only as of the beginning of the next applicable Coverage Period.

(b) Exhibit A shall be updated by the General Manager on at least an annual basis in order to accurately reflect the names of all Participating Member Agencies who have entered into and are subject to this Agreement during each Coverage Period.

(c) Exhibit B may be amended by approval of the majority of the Authorities Governing Board.

SECTION 11.3 Agreement to Pay Attorneys' Fees and Expenses. In the event any party to this Agreement should default under any of the provisions hereof and the nondefaulting parties should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will on demand therefore pay to the nondefaulting parties the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting parties awarded to the nondefaulting parties by a court of competent jurisdiction.

SECTION 11.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

SECTION 11.5 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the Participating Member Agencies or the Authority. Notice to each Participating Member Agency shall be made to the contact address provided to the Authority by each Participating Member Agency. Notice to the Authority shall be addressed to the General Manager at 1255 Battery St, Suite 450, San Francisco, CA, or other address as may be communicated by the Authority to the Participating Member Agencies from time to time.

SECTION 11.6 Binding Effect. This Agreement shall inure to the benefit of and shall be binding

upon the Authority and the Participating Member Agencies and their respective authorized successors and assigns, if any.

SECTION 11.7 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.8 Further Assurances and Corrective Instruments. The Authority and the Participating Member Agencies agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Coverage hereby provided or intended so to be or for carrying out the expressed intention of this Agreement.

SECTION 11.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 11.10 Applicable Law. This Agreement shall be governed, enforced and construed under the laws of the State of California.

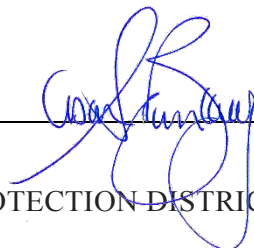
SECTION 11.11 6. Interpretation. Any rule of law or legal decision that would require interpretation of this Agreement against the party that drafted it is not applicable and is waived, and this Agreement shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties. The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect hereof. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require. Any reference to any specific statute, ordinance or other law shall be deemed to include any amendments thereto, or any successor or similar law addressing the same subject matter.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed in its name by its duly authorized officers; and the Participating Member Agencies have caused this Agreement to be executed in their respective names by their respective duly authorized officers.

FIRE AGENCIES INSURANCE RISK AUTHORITY

Dated: 10/18/2019

By: _____



FIRE PROTECTION DISTRICT

Dated: _____

By: _____

EXHIBIT A

LIST OF PARTICIPATING MEMBER AGENCIES

Listed Members on file at FAIRA offices at 1255 Battery St., Suite 450, San Francisco, CA 94111

EXHIBIT B
METHODOLOGY FOR CALCULATING PREMIUM PROPORTION

The Actuary should consider the loss experience and exposures of the Participating Member Agencies as well as the experience of other California fire protection districts, other public agencies, and other risks, as appropriate. The Actuary should consider, as appropriate, the experience of the great many claims for small amounts, the less frequent claims for large amounts, and the highly infrequent claims for very large amounts.

The Actuary should estimate the frequency and average cost of claims, unless it is more appropriate to deal directly with the loss rate itself. Additional analyses should be considered when appropriate.

In particular, the Actuary should use models of the loss process whenever doing so would improve the accuracy of the result in a meaningful way.

The Actuary should clearly state the assumptions regarding loss development, the trend in frequency of claims and the average cost per claim, the payout of losses, the interest rate to be earned on the premiums, and other appropriate factors that underlie the calculations.

The Actuary should consider the impact of changes in the claim environment, including, but not limited to, what the data indicates about loss cost inflation; changes in the cost of living (e.g., CPI); changes in the observed frequency of claims; changes in litigation rates; changes in court precedents; changes in the legislative environment; and changes in exposures or hazards.

SIXTH AMENDED JOINT POWERS AGREEMENT

of the

FIRE AGENCIES INSURANCE RISK AUTHORITY

PARTICIPANTS LISTED IN EXHIBIT "1" HERETO

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**JOINT POWERS AGREEMENT
CREATING THE FIRE AGENCIES INSURANCE RISK AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) among those local agencies signatory to this Agreement is for the purpose of establishing, operating and maintaining self-insurance programs for the purpose of general liability insurance, including coverage for motor vehicle liability and such other forms of insurance as may be agreed upon by the Authority. The Agreement has been amended several times since FAIRA was established. The current Agreement, entitled the Sixth Amended Joint Powers Agreement,” was approved by action of a majority of the Members, as required by Article 27 of the Agreement. The consent of a majority of the membership of the Authority, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law, was received on _____, 2019. The “Sixth Amended Joint Powers Agreement,” supersedes all previous agreements entered into by the Authority Member local agencies. It is dated June 17, 2019. The Agreement is effective as to individual Authority member local agencies when it is executed consistent with Agreement Article 5.

RECITALS

This Agreement is predicated upon the following facts:

1. WHEREAS, the Member Agencies are public agencies organized and operating under the laws of the State of California.

2. WHEREAS, the following state laws, among others, authorize the Member Local Agencies to enter into this Agreement:

(a) Health and Safety Code Section 13861(j), permitting a Fire Protection District to enter into joint powers agreements;

(b) Health and Safety Code Section 13861(k), permitting a Fire Protection District to provide insurance;

(c) California Water Code Section 71680(a), permitting a water district to exercise any of the powers functions and duties which are vested in a Fire Protection District;

(d) Government Code Sections 989 and 990, permitting local public entities to insure itself against liability and other losses;

(e) Government Code Section 990.4, permitting a local public entity to provide insurance and self-insurance in any desired combination;

(f) Government Code Section 990.8, permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 - 6515;

(g) Government Code Sections 6500 - 6515, permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them; and,

(h) Article XVI, Section 6 of the California Constitution, which provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered in giving or lending of credit as prohibited therein.

3. WHEREAS, each of the parties to this Agreement desires to join together with other parties for the purposes of (a) developing an effective risk management program to reduce the amount and frequency of their losses; (b) pooling their self-insured losses; and, (c) jointly purchasing excess insurance and administrative services in connection with a joint protection program for said parties; and,

4. WHEREAS, it has been determined that it is economically feasible and practical for the parties to this Agreement to do so;

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

ARTICLE 1. PURPOSE

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq. in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses; (b) pooling their self-insured losses; and, (c) jointly purchase excess insurance and administrative services in connection with a joint protection program for said parties. These purposes, among other things, shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, to be known as the Fire Agencies Insurance Risk Authority (“FAIRA”), to administer a joint protection program wherein Member Agencies will pool their losses and claims, jointly purchase excess insurance and administrative and other services, including claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide for the removal of participating agencies for cause, or upon request.

ARTICLE 2. DEFINITIONS

Unless the context otherwise requires;

(a) “Authority” means the Fire Agencies Insurance Risk Authority FAIRA”) created by this Agreement;

(b) “Board” is the governing board of the Authority, the composition of which is defined by Agreement Article 7(a);

(c) “Executive Board” means the President, Vice President, Secretary, Treasurer and one other Board member;

(d) “Insurance Program” means a program of providing insurance administered by the Authority for Member Agencies, implemented by this Agreement and by an insurance program agreement by and among the Authority and such Member Agencies;

(e) “Insurance Program Agreement” or “Liability Risk Coverage Agreement” means an insurance program agreement by and among the Authority and Members providing for implementation of an Insurance Program;

(f) “Joint Powers Law” means Articles 1 through 4, Chapter 5, Division 7, title 1 (commencing with Section 6500) of the Government Code;

(g) “Liability Risk Coverage Agreement” means that certain insurance program

agreement among the Member Agencies and the Authority, dated as of _____, 2019, as it is updated or replaced from time to time by the Board;

(h) “Member Agency” means any of the public agencies which are a party to this Agreement and a member of the Authority; and,

(i) “Treasurer” is the officer of the Authority selected by the Board to manage, administer and invest moneys in accordance with this Agreement. The Treasurer shall be the Financial Officer of the Authority.

(j) “Claims Administrator” is the agency appointed by the Authority to investigate all claims and determine the extent of the pools liability.

ARTICLE 3. PARTIES TO THE AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 23. Each party to this Agreement also certifies that the withdrawal of any party from this Agreement, pursuant to Article 21, shall not affect this Agreement nor the remaining parties’ intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4. CREATION OF AUTHORITY

Pursuant to the Joint Powers Law, it is hereby reaffirmed that the Authority is created as a public entity, separate and apart from the parties to this Agreement.

ARTICLE 5. TERM OF AGREEMENT

This Agreement is effective as against each Member Agency as of the date such Member Agency executes this Agreement and continues until terminated as hereinafter provided.

ARTICLE 6. POWERS OF AUTHORITY

The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to, each of the following:

(a) make and enter into contracts, including but not limited to the Liability Risk Coverage Agreement;

(b) incur debts, liabilities and obligations and to encumber real or personal property; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided by Articles 21 and 22;

(c) acquire, hold or dispose of real and personal property;

- (d) receive, hold and dispose of contributions and donations of property, funds, services and other forms of assistance from any source;
- (e) sue and be sued in its own name, and settle any claim against it;
- (f) employ agents and employees;
- (g) acquire, construct, manage and maintain buildings;
- (h) lease real or personal property including that of a Member Agency;
- (i) receive, collect, invest and disburse moneys;
- (j) receive and use contributions and advances from Members as provided in California Government Code Section 6504, including contributions or advances of personnel, equipment or property;
- (k) invest any money in its treasury that is not required for its immediate necessities, pursuant to California Government Code Section 6509.5;
- (l) develop and implement insurance risk management programs, including pooling of self-insurance losses, purchase of excess insurance and reinsurance and paying related administrative expenses; and,
- (m) exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement or the Bylaws of the Authority.

These powers shall be exercised in the manner provided by law and in accordance with the requirements of the Executive Board where specifically designated in this Agreement, and except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon local public agencies in the exercise of similar powers.

ARTICLE 7. GOVERNING BOARD

(a) Composition of Board.

Beginning as of the Board meeting held on or after June, 2005, the Authority shall be governed by a Board composed of thirteen (13) members. Of the 13 seats on the Board, one shall be reserved for one of the Member Agencies located in the state of Nevada, and one shall be reserved for the largest FAIRA Member Agency (as determined by premium paid in the last fiscal year). Thereafter, every four (4) years or as otherwise determined by the Board of Directors to be election years, the FAIRA Manager shall invite nominations from all of the Member Agencies to fill the remaining eleven seats on the Board. Thereafter, the Manager

shall compile a list of Board nominations and shall submit the list of nominations to all of the Member Agencies for a vote. Only the Member Agencies located in the state of Nevada shall vote to select the Member Agency to fill the seat reserved for the Nevada Member Agencies. At the FAIRA Board meeting convened in June of an election year, the Board of Directors shall review and count the ballots and shall determine, based on the balloting, the Agencies who shall be represented on the Board of Directors for the upcoming 4-year period. The Board may establish written procedures for the conduct of nominations, balloting and Board Member selection as needed. Board members shall be elected for a term of four (4) years. Each Member Agency represented on the Board shall be either a member of the legislative body, its administrative officer, or its fire chief or staff person responsible for its risk management function as its representative to the Board. Each Member Agency legislative body shall also appoint one alternate as a Board member, who shall have the same qualifications as the Member Agency Board member, and who may attend, participate in, and vote at any meeting of the Board at which the regular Board member is absent. A Board member is not entitled to compensation from the Authority. However, the Board may authorize reimbursement for expenses, consistent with its Board of Directors Policy, incurred by a member in connection with the duties of a Board member.

(b) Vacancy on Board.

Any vacancy in a Board member or alternative Board member position shall be filled by the Member Agency's legislative body for the remaining term of the Board member or alternative Board member position.

Any vacancy created on the Board by the departure or withdrawal of any member agency shall be filled by appointment by the Board. The newly appointed Board member shall serve for the unexpired term of the Board position that became vacant as a result of the departure or withdrawal. The appointment may be made at any, regular or special meeting of the Board.

During the interim between the vacancy and the date of the next general meeting, the appointment of an interim Board member may be made by the consent of the majority of the Board if the remaining Board feels a replacement is necessary for the proper continued conduct of Board business. However, if the number of Board members drops to less than seven (7) for more than three (3) months prior to the next general meeting, the Board must appoint an interim Board member.

The number of Board members may increase temporarily by vote at the general meeting if such an increase is being made in anticipation of the withdrawal of a member(s) of the Board prior to the next general meeting; the appointment would be subject to the final withdrawal of the member.

(c) Removal from Board.

A Board member and/or alternate Board member shall be removed from the Board upon the occurrence of any one of the following, as appropriate, events:

(1) Receipt by the Authority of written notice from the appointing Member Agency of the removal of the Board member or alternate Board member, together with a certified copy of the resolution of the legislative body of the Member Agency effecting such removal;

(2) Receipt by the Authority of written notice of the withdrawal of the Member Agency from this Agreement;

(3) The death or resignation of the Board member or alternate Board member; and,

(4) Receipt by the Authority of written notice from the Member Agency that the Board member or alternate Board member is no longer qualified as provided in section (a) of this Article.

(d) Powers of Board.

The Board shall have the following powers.

(1) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons.

(2) The Board shall form an Executive Board, as provided in Article 10. The Board may delegate to the Executive board, and the Executive Board may discharge, any powers or duties of the Board except adoption of the Authority's annual budget. Any powers and duties so delegated shall be specified in a resolution adopted by the Board.

(3) The Board may form, as provided in Article 11, such other committees as it deems appropriate to conduct the business of the Authority, or it may delegate such power to the Executive Board in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board and the Executive Board may delegate decision-making powers and duties only to a committee a majority of the members of which are Board members. Any committee a majority of the members of which are Board members may function only in an advisory capacity.

(4) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 12, respectively.

(5) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(6) The Board, by and through its Executive Board, shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under

Articles 17 and 18 of this Agreement.

(7) The Board shall have such other powers and duties as are reasonably necessary to carry out the purpose of the Authority.

ARTICLE 8. BOARD MEETINGS AND VOTING

(a) Regular and Special Meetings.

The Board shall hold at least one (1) regular meeting each year. The Board shall fix the date, hour and place for each regular meeting. The President or General Manager may request special meetings as necessary. Special meetings may also be called upon written request by at least one-third (1/3) of the Board members. Notice of such special meetings shall be delivered personally or by mail to each Board member at least twenty-four (24) hours before the time of such meeting.

(b) Ralph M. Brown Act.

Each meeting of the Board, including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

(c) Minutes.

The Authority Board shall keep minutes of regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

(d) Quorum.

A majority of the members of the Board is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Voting.

Each member of the Board shall have one (1) vote.

ARTICLE 9. SELECTION OF OFFICERS AND CONSULTANTS

(a) Officer Selection: Vacancies.

Except as may be otherwise provided in the Bylaws of the Authority, the Board shall elect a new President and Vice President in the last meeting of each fiscal year. The Board may appoint such other officers as it considers necessary. Each officer shall assume the duties of his office upon election or appointment. The President shall preside at and conduct all meetings of the Board. In the absence or inability of the President to act, the Vice

President shall act as President. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy.

(b) Qualification of Treasurer.

Pursuant to Government Code section 6505.5, the Treasurer shall be the treasurer of the legislative body of one of the Member Agencies of the Authority or the county treasurer in which one of the Member Agencies is situated, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the requirements set forth for such office in the Joint Powers Law. Should the Joint Powers Law be amended to permit the selection of the Treasurer from another class of persons, the Treasurer may be selected from such class.

ARTICLE 10. EXECUTIVE BOARD

The Board shall establish an Executive board which shall consist solely of members selected from the membership of the Board. The terms of office of the members of the Executive Board shall be provided in the Bylaws of the Authority. The Executive

Board shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in section (d)(2) of Article 7, or as otherwise delegated to it by the Board.

ARTICLE 11. COMMITTEES

The Board may establish committees as it deems appropriate to conduct the business of the Authority or it may, in the Bylaws or by resolution, delegate such power to the Executive Board. Members of Committees shall be appointed by the Board or the Executive board, as the case may be. Each Committee shall have those duties as determined by the Board or the Executive board, as the case may be, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Executive Board and the Board as directed by the Board or the Executive Board, as the case may be.

ARTICLE 12. STAFF

The Board or Executive Board shall provide for the appointment of such other staff as may be necessary for the administration of the Authority. Members of the staff or employees of the Authority shall be compensated in such manner as shall be approved by the Board as permitted by applicable law.

ARTICLE 13. FISCAL YEAR

The “fiscal year” of the Authority is the period from the first day of July of each year to and including the last day of June of the following year. The first full fiscal year for the

reaffirmed Authority shall be the period of time from July 1, 1995 through June 30, 1996.

ARTICLE 14. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) The Authority, through its Treasurer, shall establish the following funds:

(1) A Central Loss Fund, which shall be used only for the purpose of paying the covered losses and related settlement costs (including claims adjusting and legal defense fees) for which the Authority is self-insured and of establishing a reserve to cover probable future payments for claims and suits not settled; and,

(2) An Operating Fund for the purpose of paying excess insurance premiums, brokers' fees, consultant fees, legal fees (not including claims, legal defense costs), employee salaries, claims administration fees and such other operating expenses as the Board directs.

The Authority through its Treasurer, may establish such other funds as the Board considers necessary.

(b) All Authority funds shall be deposited in one or more of the following:

(1) The treasury of the Member Agency from which the Treasurer of the Authority is selected;

(2) A bank, or savings and loan association, selected by the Board; or,

(3) The treasury of the State of California.

The Treasurer shall invest and reinvest the funds in compliance with Government Code Section 53601 or any other provision of law governing the investment of public agency moneys, as may be enacted and become effective from time-to-time. All interest received on the Authority's invested funds shall be credited to the respective fund of the Authority from which the investment was made.

(c) The Treasurer shall authorize the drawing of warrants on funds only in accordance with procedures established by the Board. The Board may delegate the Authority to draw warrants against the Central Loss Fund to a claims committee comprised of two (2) Board members, and the management consultant or claims adjuster to draw a warrant for a claim settlement for an amount of not more than \$5,000. The Board may increase or reduce this authority by fixing a larger or lesser maximum amount. The Board may delegate the Authority to draw warrants on the Operating Fund and on such other funds as it creates.

ARTICLE 15. BUDGET

The Authority shall adopt an annual budget, in accordance with Article 7 hereof, not later than the first day of its fiscal year. For the first full fiscal year, the reaffirmed Authority shall

adopt a budget not later than June 15, 1995.

ARTICLE 16. ASSESSMENT OF FEES

The Authority, through its Executive Committee, may establish such fees for costs of administration of the Authority as it deems necessary.

ARTICLE 17. ACCOUNTS, RECORDS AND AUDITS

(a) Accounts and Records.

The Treasurer shall establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Executive Board requires. Books and records of the Authority in the possession of the Treasurer shall be open to inspection at all reasonable times by designated representatives of the Member Agencies. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for that fiscal year to each Member Agency. The Authority shall adhere to the standard of strict accountability for funds set forth in the Joint Powers Law.

(b) Audits.

The Executive Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority at the end of each fiscal year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards. When an audit is completed, the Authority shall have a copy of the audit report filed as a public record with each Member Agency. The audit report shall be filed within six (6) months after the end of the fiscal year under examination. The Authority shall bear the costs of the audit, which costs are a charge against the operating funds of the Authority.

ARTICLE 18. RESPONSIBILITY FOR MONEYS AND PROPERTY

The Treasurer of the Authority shall have the custody of and shall disburse Authority funds as directed by the Executive Board; as provided in the Liability Risk Coverage Agreement, as provided by accounting procedures developed in accordance with this Agreement, and as nearly as possible in accordance with generally accepted accounting principles.

ARTICLE 19. MEMBER AGENCY RESPONSIBILITIES

Each Member Agency has the following responsibilities:

(a) Appoint, if applicable, its alternate to the Authority Board and remove such alternate, if necessary, as provided in Article 7 hereof;

- (b) Appoint an employee to be responsible for the risk management function within the Member Agency and to serve as a liaison between the Member Agency and the Authority regarding risk management matters;
- (c) Adopt a risk management statement;
- (d) Adopt and implement a risk management program and other Agency training and instructional programs which can reasonably be expected to reduce, or minimize, the Member Agency's losses;
- (e) Establish and maintain an active safety committee;
- (f) Promptly notify the Claims Administrator of the existence of all claims.
- (g) Cooperate fully with the Authority in determining the cause of losses and in the settlement of claims;
- (h) Pay its premiums, and administrative costs and fees, and any adjustments thereto, promptly to the Authority when due. After withdrawal or termination, such agency shall pay promptly to the Authority its share of any additional premium and withdrawal penalty, when and if required of it by the Board under Article 21 or 22 of this Agreement;
- (i) Cooperate with and assist the Authority and any insurer, claims adjuster or legal counsel of the Authority in all matters relating to this Agreement, the Liability Risk Coverage Agreement and covered losses, and comply with all bylaws, policies, rules and regulations adopted by the Board;
- (j) Consider proposed amendments to this Agreement as set forth in Article 27 hereof; and,
- (k) Provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection program under this Agreement.

ARTICLE 20. CANCELLATION

The Authority shall have the right to cancel any Member Agency's membership in the Authority upon a majority vote of the Governing Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from this Agreement.

ARTICLE 21. WITHDRAWAL

(a) A Member may withdraw from membership in the Authority upon advance written notice delivered to the Authority no later than twelve (12) months prior to the end of a Coverage Period; provided that the Liability Risk Coverage Agreement or another Insurance Program Agreement may set forth additional conditions to withdrawal. A Member

which no longer participates in any Insurance Program of the Authority, by reason of expulsion from an Insurance Program or otherwise, shall be deemed to have withdrawn from this Agreement and shall no longer be a party to this agreement. No withdrawal, however, shall relieve such Member from its obligations under any outstanding agreements except in accordance with such agreements.

(b) A Member Agency which withdraws or is expelled as a party to this Agreement must pay to the Authority, upon withdrawal or expulsion, the equivalent of ten percent (10%) of its annual Participation Premium payment.

(c) A Member Agency which withdraws as a party to this Agreement shall not be reconsidered for new membership until the expiration of one year from the effective date of the Member Agency's withdrawal.

(d) The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement, and no Member Agency, by withdrawing, shall be entitled to payment for, or return of, any premium, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.

(e) If a Member Agency provides less than the required period of notification of termination and/or withdrawal, or if such notice is not clear and unequivocal, that Member Agency shall remain a participant for the next Coverage Period, as defined in the Liability Risk Coverage Agreement, and should be liable to the Authority for all Premiums provided for its said Agreement.

ARTICLE 22. TERMINATION AND DISTRIBUTION

(a) This Agreement may be terminated by the written consent of three-fourths (3/4) of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority, and Member Agencies shall continue to honor all obligations arising under this Agreement and the Liability Risk Coverage Agreement until the business affairs of the Authority are finalized.

(b) Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties that have been Participants of the joint protection program under the Liability Risk Coverage Agreement, including any of those parties which previously withdrew pursuant to Article 21 of this Agreement, in accordance with and proportionate to their cash (including premium) payments and property contributions, if any (at market value when received by the Authority), made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by the Liability Risk Coverage Agreement has finally been disposed of in accordance with that agreement.

(c) The Board is vested with all powers of the Authority for the purpose of

concluding and dissolving the business affairs of the Authority. The decision of the Board under this Article shall be final.

ARTICLE 23. NEW MEMBERS

Additional qualified agencies shall be permitted to become parties to this Agreement with the written approval of a majority of the members of the Board and upon compliance with all applicable requirements of the Joint Powers Law, this Agreement, and the Liability risk Coverage Agreement. Agencies joining the Authority under this Article shall be required to pay their share of organizational expenses as determined by the Board. The Board may also charge an entrance fee to new members which shall be distributed on a pro rata basis among the original Member Agencies of the Authority to defray their initial expenses in creating the Authority. The date of admission of a new member to the Authority shall be determined by the Board.

ARTICLE 24. LIABILITY OF MEMBER AGENCIES, BOARD MEMBERS, OFFICERS AND COMMITTEE MEMBERS

(a) The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members Agencies. Any Member Agency may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority. Pursuant to Section 895.2 of the Government Code, the Member Agencies may be jointly and severally liable for any liability which is imposed by any law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. In the event that such liability arises out of a negligent or wrongful act or omission with respect to a negligent or wrongful act or omission with respect to an Insurance Program, the Member Agencies hereby provide, pursuant to Section 895.6 of the Government Code, that such liability shall be borne by the Member Agencies participating in such Insurance Program in the same proportion as administrative expenses of the Insurance Program are allocated among such participating Member Agencies at the time the liability is determined. In the event a Member Agency is held liable upon any judgment for damages caused by such an act or omission and makes payment in excess of its proportional share, as determined in the preceding sentence, such Member Agency is entitled to reimbursement from each of the Member Agencies which have not paid their proportional share.

(b) The members of the Board, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement, they shall not be liable for any mistake of judgment or any other action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest. No director, officer or committee member shall be responsible for any action taken or omitted by any other director, officer or committee member. No director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties to this Agreement.

ARTICLE 25. NOTICES

Notices and other communications to Member Agencies under this Agreement shall be sufficient if delivered or sent by first-class mail to the office of the Chief Administrative Officer, or Fire Chief, of the respective Member Agency. Each Member Agency shall provide the Authority with the address to which such communications are to be sent. Notices and other communications to the Authority shall be sufficient if delivered or sent by first-class mail to the office of the General Manager and to the office of the President of the Authority. The Authority shall provide each Member Agency with the address of such officers promptly after their election or appointment.

ARTICLE 26. PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and any purported assignment shall be void. No creditor, assignee or third party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE 27. AMENDMENT TO AGREEMENT

This Agreement may be amended from time to time with the consent of a majority of the Member Agencies voting on the proposed amendment, so long as not less than 51% of the Member Agencies have voted, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law. Any amendment of this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by the legislative bodies of a majority of the Member Agencies voting on the proposed amendment, so long as not less than 51% of the Member Agencies have voted, and satisfaction of the applicable requirements of the Joint Powers Law.

ARTICLE 28. AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties with respect to the matters set forth herein. In the event of conflict between the terms of this Agreement and the Liability Risk Coverage Agreement, the Liability Risk Coverage Agreement shall control.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 29. FILING WITH SECRETARY OF STATE

The Secretary of the Board shall file a copy of this Agreement with the Office of the California Secretary of State within thirty (30) days of its execution as required by Government Code Section 6503.5.

ARTICLE 30. AFFIRMATIVE ACTION

The Authority shall comply with the nondiscrimination and affirmative action provisions of the laws of the United States of America and the State of California. In performing the terms and conditions of this Agreement, the Authority, and its Member Agencies, shall not discriminate in its employment practices against any employee or applicant for employment because of such person’s race, religion, national origin, ancestry, sex, age, or physical handicap.

ARTICLE 31. BYLAWS

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

_____ FIRE PROTECTION DISTRICT
(District name)

Dated: _____

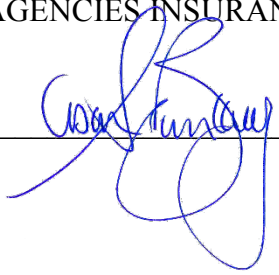
BY: _____

ATTEST: _____

FIRE AGENCIES INSURANCE RISK AUTHORITY

Dated: 10/18/2019

BY: _____



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CORRESPONDENCE

Sue Brooks

Subject: FW: Thank you

From: Chris Campbell <chrisbcampbell@comcast.net>
Sent: Monday, October 14, 2019 7:00 PM
To: Paige Meyer <pmeyer@srvfire.ca.gov>
Subject: Thank you

Dear Chief Meyer, Command Staff, Administration & Board of Directors,

I must begin with my sincerest apologies for the overdue arrival of this letter!

I would like to take this opportunity to thank the San Ramon Valley Fire Protection District and everyone involved for all that you have done for me. Even though I was elected to fulfill a responsibility to the citizens of the district, I feel that I personally was the beneficiary of the time spent with all of you! I remember as a child watching the fire department in Danville respond out of the old station across the street from Elliott's. The crew had long bunker coats and rode the tailboard which is a sight I have cataloged as one of my favorite memories. I never would have ever imagined that in a small way in the distant future, that I would be a part of that! I feel very fortunate and am extremely grateful for the experience.

Firefighters by nature rush in to help people in difficult situations; and the best firefighters step back and look at the situation before rushing in. Acting as a member of the board of directors, I feel I was able to experience a little of both! And to continue with the firefighter analogy, once inside I was very fortunate to have extremely capable and talented people there to help me. It's not often an individual gets to work with and for the people they admire and greatly respect. To all of you, thank you. I am eternally grateful.

Most Sincerely,

Chris Campbell

CHRIS CAMPBELL
Broker Associate
m: [925 838 5700](tel:9258385700)
Lic# [01354618](https://www.sos.ca.gov/licenses/licenses-01354618)



**DEPARTMENT OF THE AIR FORCE
UNITED STATES AIR FORCES CENTRAL COMMAND (USAFCENT)
AL UDEID AIR BASE QATAR**

03 Jan 19

MEMORANDUM FOR AFCENT COS

FROM: AFCENT/A7

SUBJECT: Push Note for MSM for CMSgt Francis Drayton

1. I highly recommend the Air Force Meritorious Service Medal for Chief Master Sergeant Francis Drayton for his outstanding performance as the AFCENT AFFOR/A7 Fire and Emergency Services Functional Manager (FES) from 20 Jul 2018 to 19 Jan 2019. Chief Drayton tenaciously oversaw 34 airfields while guiding 306 specialists to execute the USCENTCOM mission. His immediate impact was apparent as he identified overlaps in services in LOGCAP and NSPA contracts enabling savings of \$2.3M per year. His unmatched expertise and leadership was evidenced as he created and implemented a streamline process to move Quick Strike Teams and their equipment throughout the AOR, saving invaluable time. His spot-on assessments to USFOR-A, the DERMBOFOR Director, and ASG Fire Chief's North and South Afghanistan were vital to mission success and future planning. Chief Drayton directly contributed to the mission success of over 168 thousand short tons, 103,250 passengers, 535 Patients, and 51,446 sorties which employed 10,275 weapons in support of Operations RESOLUTE SUPPORT, FREEDOM SENTINEL, and INHERENT RESOLVE.

2. CMSgt Drayton has not only played a pivotal role in the CAOC but has also gone above and beyond his daily responsibilities while both on and off duty. He humbly and unbeknownst to many has mentored and led junior members in official and unofficial activities. He has officially strengthened the Top three program while unofficially and selflessly leading off duty physical fitness and mentoring sessions. His leadership has shaped and strengthened the overall well being, performance and resilience of our entire team.

3. Chief Master Sergeant Drayton clearly deserves the Air Force Meritorious Service Medal. The first responder and FES business in the AFCENT AOR is one that absolutely cannot fail and he executed his responsibilities with utmost professionalism, poise and precision. Chief Drayton is not only a stellar leader and great teammate within the AFCENT staff but his us-mentality, networking ability, strategic mentality, and true service before self was integral in providing both current and continued air dominance within the USCENTCOM AOR.

ARNO J. BISCHOFF, Colonel, USAF
Director, Installations

dear san ramon valley 11-6-19
fire protection district,
thank you for your hard
work battling the kincade
fire. you have reminded
us all once again that
you really are real-life
superheroes. we are so
fortunate to have such
courageous and selfless
first responders as
yourselves, ready to drop
everything and come help
us when we need it most.

i immensely appreciate
every single sacrifice that
each of you makes every
single day. i am also
very grateful for all of
your loved ones' sacrifices.

i will never be able to
adequately express the
true depth of my gratitude.

thank you again.

love,

KATIE PELL

OPERATIONS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Frank Drayton, Deputy Chief/Fire Marshal
Subject: Monthly Operations Report for October 2019

Operations/Training:

- Firefighter Paramedic interview
- Pierce Engine Type 1 Training
- Anti-Harassment Training
- Academy 2019-1 has completed SCBA, Hose, Forcible Entry, and Ladders
- Haz Mat Fro Refresher Training
- Apartment Pack Hose Updates and Training
- District Hosted a week-long Rope Rescue Technician course

Events Attended by Suppression:

- Station 32 Wheel Day Event, Meadowlock Preschool Alamo
- Station 39 Auction Winner, Boone Acres Park
- Station 31 Danville Fallfest, Downtown Danville
- Station 34 JDRF Walk, Bishop Ranch, San Ramon
- Station 39 Homecoming Parade, Cal High
- Station 34 Trunk or Treat, City Hall
- Station 34 Education Foundation Kids Run
- Station 38 San Ramon Kids Clinic Safety Event: Fire Airplanes
- Station 33 Magee Preserve Pumpkin Fest

Special Teams:

Hazardous Materials Team

- SOHM 4th Quarter Training

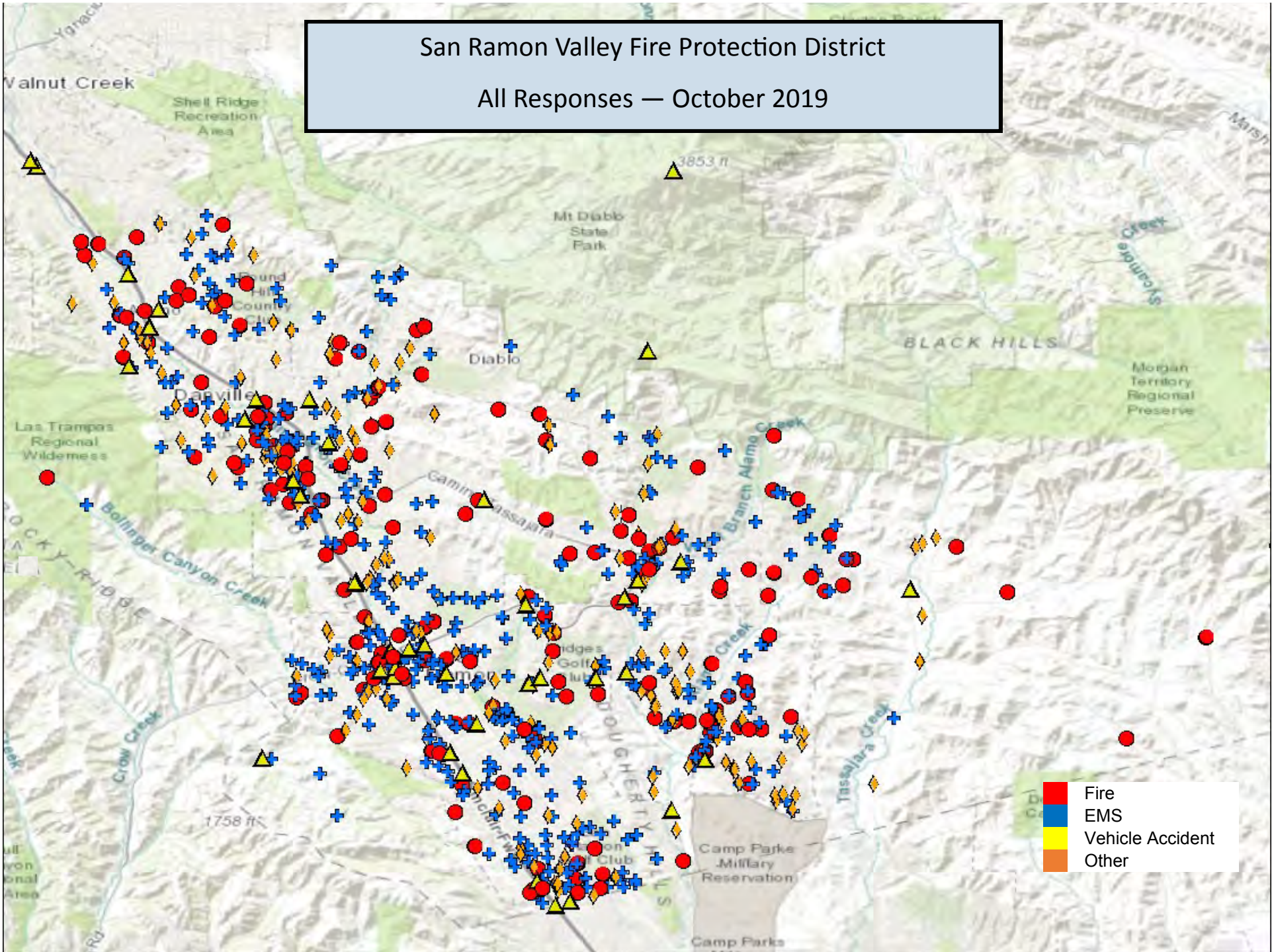
Technical Rescue Team

- SORD 4th Quarter Training
- Rope Rescue Train the Trainer

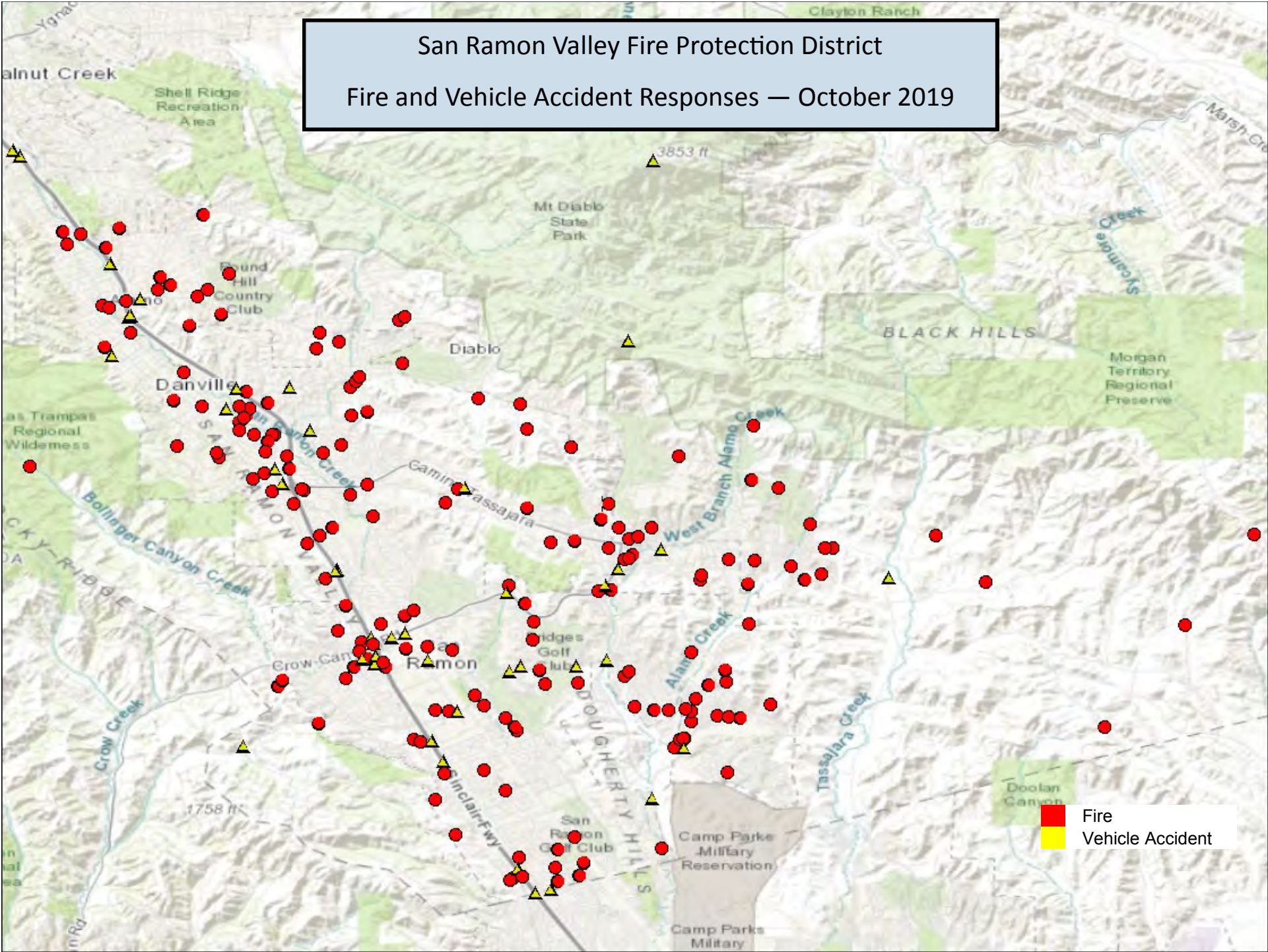
Meetings:

- Command Staff
- Officers Meetings
- Earthquake Response Meeting with Director Parker
- Danville Town Council
- Enterprise Fleet Meeting
- Alamo MAC Meeting

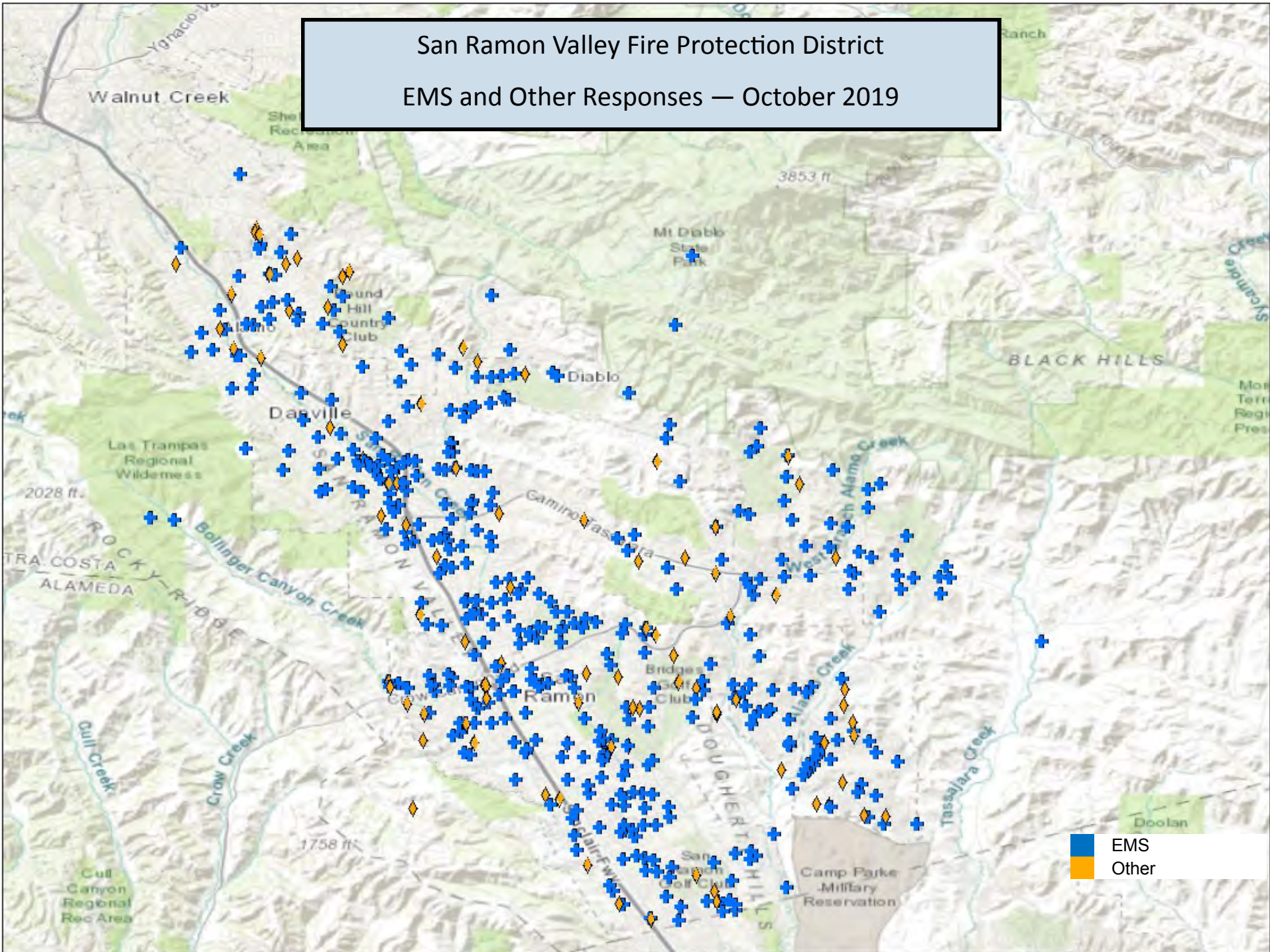
San Ramon Valley Fire Protection District
All Responses — October 2019



San Ramon Valley Fire Protection District
Fire and Vehicle Accident Responses — October 2019



San Ramon Valley Fire Protection District
EMS and Other Responses — October 2019



Standards of Cover Policy Compliance Report October 1, 2019 - October 31, 2019

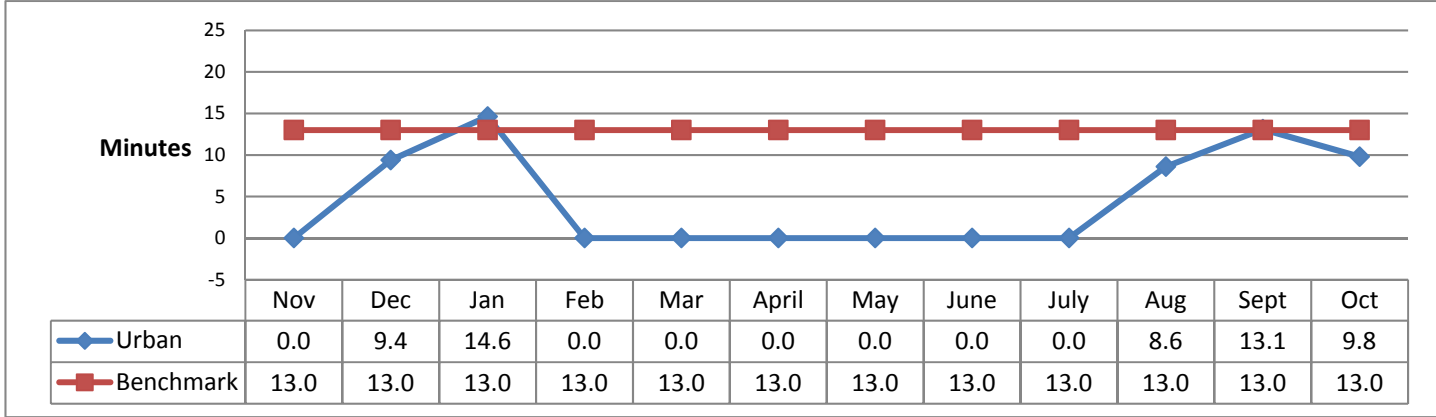
	SOC Goal 1, 5, 6			SOC Goal 2, 5, 6			SOC Goal 3, 5, 6			SOC Goal 5, 6		
	Urban (Count = 255)			Suburban (Count = 101)			Rural (Count = 2)			Wilderness (Count = 3)		
	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D
First Unit Response	7:00	7:15	7:18	8:00	7:46	8:02	15:00	9:27	13:14	45:00	29:37	33:44
		98%	97%		100%	99%		100%	100%		100%	100%

	SOC Goal 4											
	Urban (Count = 1)			Suburban (Count = 0)			Rural (Count = 0)			Wilderness (Count = 0)		
	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D
ERF Fire Response	13:00	9:48	14:38	14:00	0:00	10:55	21:00	0:00	18:20	45:00	0:00	23:35
		100%	67%		0%	100%		0%	100%		0%	100%

	SOC Goal 8											
	Urban (Count = 103)			Suburban (Count = 38)			Rural (Count = 0)			Wilderness (Count = 0)		
	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D
ERF Medical Response	9:00	10:03	9:39	10:00	9:07	9:58	21:00	0:00	14:39	45:00	0%	26:25
		90%	95%		100%	100%		0%	100%		0%	100%

	SOC Goal 7								
	Call Processing EMS			Call Processing Time			Turnout Time		
	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D	Goal	Actual	Y-T-D
	1:00	1:02	1:02	1:00	2:12	1:48	2:00	1:54	1:53
		99%	99%		78%	85%		100%	100%

ERF Fire Response Urban



Goal 1

Distribution of Fire Stations for Built-up Urban Areas of Greater than 2,000 People per Square Mile

To treat and transport medical patients and control small fires, the first-due unit should arrive within 7 minutes total response time, 90 percent of the time from the receipt of the call in fire dispatch. Total response time equates to 1 minute dispatch time, 2 minute crew turnout time and 4 minutes travel time spacing for single units.

Goal 2

Distribution of Fire Stations for Suburban Areas of 1,000 to 2,000 People per Square Mile

The first-due fire unit should arrive within 8 minutes total response time, 90 percent of the time.

Goal 3

Distribution of Fire Stations for Rural Areas of Less than 1,000 People per Square Mile

The first-due fire unit should arrive within 15 minutes total response time, 90 percent of the time.

Goal 4

Effective Response Force (First Alarm) for Urban Areas of Greater than 2,000 People per Square Mile

To confine fires near the room of origin and to treat up to 5 medical patients at once, a multiple-unit response of at least 15 personnel should arrive within 13 minutes total response time from the time of 911 call receipt, 90 percent of the time. This equates to 1 minute dispatch time, 2 minutes crew turnout time and 10 minutes travel time spacing for multiple units. Suburban areas should receive the full first alarm within 14 minutes total response time, 90 percent of the time with the goal to limit the fire spread to the area already involved upon the arrival of the effective response force. For rural areas, this should be 21 minutes, 90 percent of the time. Outcome goals in these areas would be to confine fires to the building of origin and to care for medical patients.

Goal 5

Hazardous Materials Response

Respond to hazardous materials emergencies with enough trained personnel to protect the community from the hazards associated with the release of hazardous and toxic materials. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California OSHA First Responder Operations (FRO) level. After size-up and scene evaluation is complete, a determination will be made whether to request the on-duty District Hazardous Materials Team and/or other appropriate resources.

Goal 6

Technical Rescue

Respond to technical rescue emergencies with enough trained personnel to facilitate a successful rescue. Achieve a total response time consistent with Goal 1, Goal 2 and Goal 3 with the first company capable of operating at the California Rescue System 1 (RS1) level. After size-up and scene evaluation is complete, a determination will be made whether to request the on-duty District Rescue Team and/or other appropriate resources.

Goal 7

Call processing and turnout times

A concentrated focus will be placed on systems, training and feedback measures to crews to lower dispatch and turnout time reflex measures to national best practices of 1 minute for dispatch and 2 minutes for fire crew turnout, 90 percent of the time.

Goal 8

Effective Response Force for Advanced Life Support (ALS) Medical Emergencies

To treat medical patients requiring advanced procedures and skills (defined as Charlie, Delta or Echo), a two-unit response consisting of one paramedic-staffed ambulance and one additional paramedic-staffed unit for a response force of at least five personnel should arrive within 6 minutes travel time in urban areas and 7 minutes travel time in suburban areas, 90 percent of the time. For rural areas, excluding Mt. Diablo State Park, personnel should arrive within 18 minutes travel time 90 percent of the time.

EMS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: John Duggan, Battalion Chief
Subject: Monthly EMS Division Communications

EMS

- The District responded to approximately 510 emergency medical incidents since the October Board of Directors Meeting. Three of these incidents were in response to patients who had experienced a cardiac arrest. None of these incidents were in response to a witnessed arrest, with bystander Cardio Pulmonary Resuscitation (CPR) having been performed on scene. One of those three patients exhibited a return of spontaneous circulation (ROSC) in response to Advanced Life Support (ALS) interventions, prior to arrival in the Emergency Room.

Ongoing Projects

- Continued to deliver a training and education plan for Laura Begin, the District's EMS Coordinator/RN
- Initiated training program for two newly appointed EMS Liaisons
- Completed training with the Contra Costa County Emergency Operations Center (EOC) and staffed the Fire Operations Section position during a recent activation
- Initiated 2019 Quarter IV mandated Basic Life Support (BLS) training for all District Emergency Medical Technicians (EMT)
- Completed 95% of the 2019 Quarter IV mandated Advanced Life Support (ALS) training for all District Paramedics
- Participated in EMS Continuing Education (CE) Workshop with Contra Costa County Health Services
- Attended multiple meetings with local and state EMS stakeholder agencies

LOGISTICS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Frank Drayton, Deputy Chief
Subject: Monthly Logistics Report for October, 2019

Facilities

1. 1101 Stone Valley Road, 1st Quarterly Report submitted to Water Quality Board
2. Station 38, exterior paint job completed
3. Station 31, exterior paint job completed
4. Irrigation system checks/repairs- ongoing
5. Conducted preventative maintenance and repairs to effectively manage costs and maintain service (on-going)

Fleet

1. Type 1 Engines- outfitting in-progress
2. Type 5 Engines- outfitting in-progress
3. Type 1 Engine (5th Engine)- final inspection completed
4. Conducted preventative maintenance and repairs to effectively manage costs and maintain safety (on-going)

Meetings

1. 10/01/19 Alamo MAC
2. 10/03/19 Command Staff Meeting
3. 10/04/19 Anti-Harassment Training
4. 10/07/19 Officer Meeting
5. 10/09/19 Meeting with Calfire
6. 10/23/19 Type 1 Final Inspection
7. 10/16/19 Earthquake Response Meeting
8. 10/29/19 Meeting with Enterprise

FIRE & LIFE SAFETY



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Frank Drayton, Deputy Chief
Subject: Monthly Fire & Life Safety Division Report for October, 2019

Plan Review and Inspections

Plan review and construction inspections continue to be a priority to support the active construction projects. The following plans and inspections were accomplished year-to-date as of November 02, 2019:

PLAN REVIEW / CONSTRUCTION	
NEW PROJECTS	648
PLAN REVIEWS SUBMITTED	1282
PLAN REVIEWS COMPLETED	1325
INSPECTIONS	1342
PLAN REVIEW FEES	\$736,975.00

Our four Inspectors have been directed to attain the goal of 100% completed inspections of all State mandated and permitted buildings in 2019. Re-inspections will continue with some occupancies that are struggling with full-compliance. The following inspections were accomplished year-to-date as of October 31, 2019:

Year Review	<u>% Inspected</u>	<u>% Complete</u>
Annual Compliance Inspections	91.92%	83.78%

Heart Safe Committee Activities

Total Citizens trained in CPR/AED for 2019 – 3,992

10/01/19- Attend HeartSafe regular Meeting

10/08/19- Assisted Health Teacher with Hands Only CPR and AED – SRV High

10/23/19- Assisted Health Teacher with Hands Only CPR and AED – Monte Vista High

10/24/19- Assisted Health Teacher with Hands Only CPR and AED – Monte Vista High

Residential Care Facility Work Group

10/08/19- Monthly meeting

Public Education

10/07/19- Tool Works Disability Adults Fire Safety and Fire Extinguisher Training

10/07/19- Child and Home Safety- 50 Au Pairs

10/10/19- Works Disability Adults Fire Safety and Fire Extinguisher Training

10/15/19- Follow-up with Youth Firesetter

10/16/19- Presented Remembering When A Fire and Fall Presentation to Seniors

10/16/19- First Responder- 10 boys scouts

10/16/19- San Ramon Public Works Fire Safety and Fire Extinguisher Training

10/22/19- 1st and 2nd graders fire safety at Walt Disney Elementary

10/23/19- 1st and 2nd graders fire safety at Green Valley Elementary

CERT Activities

10/01/19- Bay Area CERT Coalition Meeting

10/16/19- SRV CERT Leadership Meeting

Meetings

10/01/19- Attend Danville Fall Festival Planning Committee Meeting

Training

10/24/19- Attended Anti-Harassment Training

Upcoming Events

11/29/19- Lighting of the Old Oak Tree – Danville

SAN RAMON VALLEY FIRE PROTECTION DISTRICT													
FIRE PREVENTION DIVISION													
MONTHLY BOARD OF DIRECTORS ACTIVITY REPORT													
October 2019													

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
CODE COMPLIANCE													
INSPECTIONS	83	204	189	215	149	123	118	80	85	217	0	0	1463
REINSPECTIONS	98	199	213	324	257	200	217	158	117	340	0	0	2123
TOTAL *	181	403	402	539	406	323	335	238	202	557	0	0	3586

OCCUPANCY PERMITS	26	75	79	121	109	62	97	46	44	107	0	0	766
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ANNUAL INSPECTION PROGRAM													
TOTAL INSPECTABLE OCCS	1523	1523	1523	1523	1523	1523	1523	1523	1523	1523	1523	1523	1523
TOTAL STARTED YTD †	75	191	184	207	142	119	116	78	81	207	0	0	1400
% STARTED YTD	4.92%	12.54%	12.08%	13.59%	9.32%	7.81%	7.62%	5.12%	5.32%	13.59%	0.00%	0.00%	91.92%
TOTAL COMPLETED YTD ‡	33	127	167	164	157	127	141	85	63	212	0	0	1276
% COMPLETED YTD	2.17%	8.34%	10.97%	10.77%	10.31%	8.34%	9.26%	5.58%	4.14%	13.92%	0.00%	0.00%	83.78%

CONSTRUCTION													
NEW PROJECTS	75	51	48	80	64	90	56	75	57	52	0	0	648
PLAN REVIEWS SUBMITTED	151	108	127	139	126	151	111	129	118	122	0	0	1282
PLAN REVIEWS COMPLETED	159	124	144	137	124	146	121	128	116	126	0	0	1325
INSPECTIONS	100	157	145	159	183	82	153	118	72	173	0	0	1342

* Includes all code compliance inspections; Annual inspection program inspections, temporary tents, fireworks display, etc.

† Includes occupancies within annual inspection program that have had the initial inspection completed.

‡ Includes occupancies within annual inspection program that are in compliance and have no outstanding corrections needed.

SAN RAMON VALLEY FIRE PROTECTION DISTRICT

FIRE PREVENTION DIVISION

MONTHLY PLAN REVIEW INTAKE REPORT

October 2019

PROJECT	PLAN REVIEW TYPE	SUBMITTAL	COMPLETED	FORMAT
SD 9291 MAGEE PRESERVE	Private fire hydrants and fire protection water supplies	10/01/2019 08:07:40	10/04/2019 06:21:31	Digital
Culet Ranch Plan 1	Automatic fire-extinguishing systems	10/01/2019 08:31:16	10/03/2019 07:58:05	Digital
Culet Ranch Plan 2	Automatic fire-extinguishing systems	10/01/2019 08:31:57	10/03/2019 07:58:57	Digital
Culet Ranch Plan 3	Automatic fire-extinguishing systems	10/01/2019 08:32:40	10/03/2019 07:59:38	Digital
Corley Pool House	Construction, alteration, or renovation of a building	10/01/2019 09:25:48	10/01/2019 09:29:33	Digital
City Center Bishop Ranch - Modern Acupuncture	Fire alarm and detection systems and related equipment	10/01/2019 10:02:31	10/02/2019 11:02:26	Digital
Nomad Vintners	Automatic fire-extinguishing systems	10/01/2019 10:04:27	10/03/2019 06:09:59	OTC Digital
Cegelski Guest House	Automatic fire-extinguishing systems	10/01/2019 10:48:20	10/02/2019 10:55:59	Digital
Bay Club Danville - Demolition Permit	Construction, alteration, or renovation of a building	10/02/2019 07:23:39	10/03/2019 06:18:39	OTC Digital
Moore Residence	Automatic fire-extinguishing systems	10/02/2019 14:56:11	10/02/2019 14:56:28	Digital
Shell Remodel	Additional Plan Review	10/02/2019 15:21:11	10/07/2019 15:20:51	Digital
Hazy Barbecue	Construction, alteration, or renovation of a building	10/02/2019 15:37:28	10/07/2019 16:10:35	Digital
Valent	Automatic fire-extinguishing systems	10/02/2019 15:46:36	10/16/2019 13:44:28	Digital
Second Floor TI	Construction, alteration, or renovation of a building	10/02/2019 16:19:06	10/03/2019 06:30:32	OTC Digital
Essential Aesthetic 510 Sycamore Valley Road	Construction, alteration, or renovation of a building	10/03/2019 09:58:49	10/03/2019 10:03:44	Digital
Kablia Indian Restaurant Suite 160	Additional Plan Review	10/03/2019 11:29:36	10/03/2019 11:30:27	OTC Paper
1092 Via Veneto Highlands Plan 4 Lot 95	Automatic fire-extinguishing systems	10/03/2019 14:52:25	10/03/2019 14:53:07	Digital
Suite 221 Tenant Improvements	Automatic fire-extinguishing systems	10/03/2019 14:58:04	10/07/2019 16:16:55	Digital
Wellspring Church Phase II	Construction, alteration, or renovation of a building	10/03/2019 15:00:42	10/08/2019 07:10:26	Digital
Chang ADU	Construction, alteration, or renovation of a building	10/03/2019 15:27:01	10/08/2019 07:25:28	Digital
Planning VR19-1042	Planning and site development review	10/03/2019 15:30:10	10/08/2019 07:30:30	Digital
Planning LUP 19-500-003	Planning and site development review	10/03/2019 15:35:17	10/08/2019 07:50:54	Digital
Tract 9479 The Collection Danville	Additional Plan Review	10/04/2019 10:52:34	10/08/2019 15:19:58	Digital
Aozora Restaurant	Construction, alteration, or renovation of a building	10/04/2019 13:00:00	10/08/2019 08:28:27	Digital
SAP Expansion TI-129 Suite 200 210 260	Automatic fire-extinguishing systems	10/04/2019 16:00:00	10/08/2019 16:27:22	Digital
Chevron Building C LL Tiger Team	Construction, alteration, or renovation of a building	10/07/2019 06:05:28	10/09/2019 15:13:37	Digital
Museum Natural History Gallery Improvements	Additional Plan Review	10/07/2019 06:09:29	10/09/2019 15:31:05	Digital
2015 Davoli Court Meadows Plan 4 Lot 228	Construction, alteration, or renovation of a building	10/07/2019 14:43:33	10/07/2019 14:44:18	Digital
McDonalds #4-2270 TI	Construction, alteration, or renovation of a building	10/07/2019 14:50:28	10/09/2019 15:17:46	Digital
Friesen Residence	Construction, alteration, or renovation of a building	10/07/2019 16:23:49	10/08/2019 06:54:42	Digital
Indian By Nature Suite B	Automatic fire-extinguishing systems	10/08/2019 11:04:41	10/08/2019 11:16:59	Digital
SAP Expansion TI-129 Suite 200 210 260	Fire alarm and detection systems and related equipment	10/08/2019 15:54:49	10/10/2019 09:59:58	Digital
Allergy & Asthma Suite 225	Automatic fire-extinguishing systems	10/08/2019 15:56:17	10/10/2019 09:06:15	Digital
Valent	Automatic fire-extinguishing systems	10/08/2019 15:59:27	10/15/2019 09:00:46	Digital
118 Julia Loop Abigail Plan 3A Lot 6	Automatic fire-extinguishing systems	10/08/2019 16:01:54	10/08/2019 16:02:29	Digital
New SFR	Construction, alteration, or renovation of a building	10/08/2019 16:03:39	10/08/2019 16:03:44	Digital
City Center Bishop Ranch - Modern Acupuncture	After hours inspection	10/09/2019 09:08:57	10/09/2019 11:57:19	Digital
Suite 221 Tenant Improvements	Additional Plan Review	10/09/2019 11:32:04	10/10/2019 15:02:03	Digital
City Center Bishop Ranch - Lovesac	Construction, alteration, or renovation of a building	10/09/2019 11:34:25	10/10/2019 15:21:27	Digital
Renovation Project CIP 200002	Automatic fire-extinguishing systems	10/09/2019 11:38:16	10/15/2019 09:51:44	Digital
Planning LP19-2038	Planning and site development review	10/09/2019 11:47:28	10/15/2019 10:08:11	Digital
Ulishney Residence	Construction, alteration, or renovation of a building	10/10/2019 08:41:48	10/15/2019 10:16:52	Digital
ADA Restroom Upgrade	Construction, alteration, or renovation of a building	10/10/2019 10:07:17	10/10/2019 10:12:15	Digital

Bright Minds Academy Occupancy Change	Construction, alteration, or renovation of a building	10/10/2019 11:13:19	10/16/2019 08:09:53	Paper
Ullishney Residence	Automatic fire-extinguishing systems	10/10/2019 15:27:06	10/15/2019 10:24:28	Digital
Craddick New Bedroom & Bath	Construction, alteration, or renovation of a building	10/10/2019 15:29:22	10/10/2019 15:44:35	Digital
6153 Massara Street Iron Oak Plan 6 Lot 658	Automatic fire-extinguishing systems	10/10/2019 16:06:35	10/10/2019 16:07:11	Digital
Trader Joe's	Additional Plan Review	10/11/2019 09:02:16	10/17/2019 11:15:10	Digital
City Center Bishop Ranch - Heller Jewelers	Fire alarm and detection systems and related equipment	10/11/2019 09:04:06	10/16/2019 06:32:26	Digital
Farrar Remodel and Addition	Automatic fire-extinguishing systems	10/11/2019 12:00:00	10/16/2019 08:24:55	Digital
Bright Minds Academy Occupancy Change	Fire alarm and detection systems and related equipment	10/11/2019 12:00:00	10/16/2019 07:21:34	Digital
Robert Half Suites 100 & 180	After hours inspection	10/11/2019 13:31:42	10/16/2019 06:34:14	Digital
126 Julia Loop Abigail Plan 3B Lot 3	Automatic fire-extinguishing systems	10/15/2019 06:56:33	10/15/2019 06:57:11	Digital
122 Julia Loop Abigail Plan 1 Lot 4	Automatic fire-extinguishing systems	10/15/2019 06:57:42	10/15/2019 06:58:13	Digital
120 Julia Loop Abigail Plan 2 Lot 5	Automatic fire-extinguishing systems	10/15/2019 06:58:45	10/15/2019 07:00:12	Digital
121 Julia Loop Abigail Plan 2 Lot 19	Automatic fire-extinguishing systems	10/15/2019 07:00:40	10/15/2019 07:01:15	Digital
921 Via Veneto Highlands Plan 5 Lot 26	Automatic fire-extinguishing systems	10/15/2019 07:04:32	10/15/2019 07:05:13	Digital
925 Via Veneto Highlands Plan 2 Lot 27	Automatic fire-extinguishing systems	10/15/2019 07:06:13	10/15/2019 07:06:51	Digital
1095 Via Veneto Highlands Plan 4 Lot 53	Automatic fire-extinguishing systems	10/15/2019 07:07:52	10/15/2019 07:08:26	Digital
1101 Via Veneto Highlands Plan 2 Lot 54	Automatic fire-extinguishing systems	10/15/2019 07:09:27	10/15/2019 07:10:06	Digital
Maquez Addition and Guest House	Construction, alteration, or renovation of a building	10/15/2019 07:17:49	10/17/2019 09:10:47	Digital
Cegelski Guest House	Additional Plan Review	10/15/2019 07:21:04	10/17/2019 09:15:56	Digital
City Center Bishop Ranch - Paper Source	Construction, alteration, or renovation of a building	10/15/2019 09:22:58	10/15/2019 09:59:20	Digital
Nomad Vintners	Automatic fire-extinguishing systems	10/15/2019 11:33:17	10/17/2019 09:26:21	OTC Digital
Montevideo Elementary School Childcare Building and Portables DSA 810	Fire apparatus access, site improvements and related equipment	10/15/2019 11:34:45	10/17/2019 09:58:47	Digital
SD 9291 MAGEE PRESERVE	Private fire hydrants and fire protection water supplies	10/15/2019 11:38:44	10/17/2019 10:17:33	Digital
Indian By Nature Suite B	Automatic fire-extinguishing systems	10/15/2019 12:00:41	10/15/2019 12:05:30	OTC Paper
Renovation Project CIP 200002	Automatic fire-extinguishing systems	10/15/2019 16:34:39	10/22/2019 08:56:31	OTC Digital
Moore Residence Remodel	Construction, alteration, or renovation of a building	10/16/2019 06:19:23	10/22/2019 09:08:26	Digital
Moore Residence Remodel	Automatic fire-extinguishing systems	10/16/2019 06:21:21	10/22/2019 09:25:00	Digital
Planning MUP 19-501-016	Planning and site development review	10/16/2019 16:23:47	10/22/2019 09:28:12	Digital
City Center Bishop Ranch - Lovesac	Construction, alteration, or renovation of a building	10/16/2019 16:28:41	10/22/2019 09:48:06	Digital
24 Hour Fitness Expansion TI-11 Suite 100 & 500	Additional Plan Review	10/16/2019 16:31:21	10/22/2019 10:25:37	Digital
Office Tenant Improvement	Construction, alteration, or renovation of a building	10/16/2019 17:29:53	10/22/2019 10:39:25	OTC Digital
Building P Demo	Construction, alteration, or renovation of a building	10/17/2019 08:20:13	10/22/2019 10:49:56	Digital
Wework TI-115 Suites 300 & 400	Fire alarm and detection systems and related equipment	10/17/2019 15:34:41	10/23/2019 09:21:18	Digital
Nomad Vintners	Automatic fire-extinguishing systems	10/18/2019 12:00:00	10/22/2019 10:54:03	OTC Digital
SAP Expansion TI-129 Suite 200 210 260	Automatic fire-extinguishing systems	10/18/2019 12:00:00	10/23/2019 10:05:48	Digital
Nomad Vintners	Fire alarm and detection systems and related equipment	10/21/2019 09:03:26	10/23/2019 10:41:20	Digital
City Center Bishop Ranch - Bamboo Sushi	After hours inspection	10/21/2019 11:25:45	10/22/2019 10:55:26	Digital
1091 Via Veneto Highlands Plan 5 Lot 52	Automatic fire-extinguishing systems	10/21/2019 16:16:09	10/21/2019 16:16:46	Digital
Happy Lemon Suite 3450	Construction, alteration, or renovation of a building	10/21/2019 16:18:09	10/22/2019 11:06:33	OTC Digital
Keith & Deanna Cook Remodel	Construction, alteration, or renovation of a building	10/21/2019 16:20:37	10/22/2019 11:16:44	Digital
SAP Expansion TI-129 Suite 200 210 260	Construction, alteration, or renovation of a building	10/21/2019 16:23:14	10/23/2019 10:17:23	Digital
Striking Distance TI-132 Suite 150 & 175	Construction, alteration, or renovation of a building	10/21/2019 16:24:11	10/23/2019 11:12:06	Digital
Striking Distance TI-132 Suite 150 & 175	Fire alarm and detection systems and related equipment	10/21/2019 16:25:17	10/23/2019 11:25:01	Digital
Waterman Small Lot Design Review Access	Fire apparatus access, site improvements and related equipment	10/22/2019 08:26:24	10/24/2019 11:45:52	Digital
744 Roseum Court Lexington Plan 1 Lot 62	Automatic fire-extinguishing systems	10/22/2019 08:37:40	10/22/2019 08:38:18	Digital
748 Roseum Court Lexington Plan 2 Lot 63	Automatic fire-extinguishing systems	10/22/2019 08:39:12	10/22/2019 08:39:56	Digital
Planning 19-300-004	Planning and site development review	10/22/2019 08:50:27	10/23/2019 14:52:54	Digital
Garage Conversion	Construction, alteration, or renovation of a building	10/22/2019 11:33:26	10/24/2019 06:05:17	Paper
Salvemini Residence	Automatic fire-extinguishing systems	10/22/2019 12:00:00	10/29/2019 09:23:51	Paper

Happy Lemon Suite 3450	Construction, alteration, or renovation of a building	10/22/2019 16:02:34	10/23/2019 15:09:31	OTC Digital
Valent	Automatic fire-extinguishing systems	10/22/2019 16:04:55	10/25/2019 06:06:25	Digital
eQuest TI-123 Suite 500	Construction, alteration, or renovation of a building	10/22/2019 16:50:46	10/24/2019 06:27:42	Digital
728 Roseum Court Lexington Plan 2 Lot 58	Automatic fire-extinguishing systems	10/23/2019 05:46:42	10/23/2019 05:47:35	Digital
24 Hour Fitness Expansion TI-11 Suite 100 & 500	Additional Plan Review	10/23/2019 16:01:25	10/24/2019 06:19:35	Digital
Nomad Vintners	Fire alarm and detection systems and related equipment	10/25/2019 05:26:59	10/25/2019 05:56:46	Digital
Infusion Express Suite C	Automatic fire-extinguishing systems	10/25/2019 12:00:00	10/29/2019 09:45:17	Digital
City Center Bishop Ranch - Bamboo Sushi	After hours inspection	10/28/2019 11:22:27	10/28/2019 13:20:54	Digital
1088 Via Veneto Highlands Plan 3 Lot 96	Automatic fire-extinguishing systems	10/28/2019 13:58:03	10/28/2019 13:58:43	Digital
eQuest TI-123 Suite 500	Construction, alteration, or renovation of a building	10/28/2019 14:06:22	10/29/2019 10:17:57	Digital
Planning VR19-1045	Planning and site development review	10/28/2019 14:12:43	10/29/2019 10:33:24	Digital
Valent	Automatic fire-extinguishing systems	10/28/2019 15:08:05		Digital
Striking Distance TI-132 Suite 150 & 175	Automatic fire-extinguishing systems	10/29/2019 08:14:04	10/29/2019 10:49:27	Digital
Fire Sprinkler Deficiency Correction Suite 511	Automatic fire-extinguishing systems	10/29/2019 09:08:11	10/29/2019 09:11:37	OTC Digital
Code Ninjas	Automatic fire-extinguishing systems	10/29/2019 09:52:56	10/29/2019 10:05:00	OTC Paper
Reyes Coca Cola Suite 310	Automatic fire-extinguishing systems	10/29/2019 15:00:00	10/30/2019 11:14:52	Digital
Striking Distance TI-132 Suite 150 & 175	Fire alarm and detection systems and related equipment	10/29/2019 15:00:00	10/30/2019 08:07:07	Digital
City Center Bishop Ranch - Bamboo Sushi	Automatic fire-extinguishing systems	10/30/2019 06:20:04	10/30/2019 08:30:30	Digital
eQuest TI-123 Suite 500	Construction, alteration, or renovation of a building	10/30/2019 06:23:17	10/30/2019 06:25:04	Digital
Recio/Dickey Residence	Fire apparatus access, site improvements and related equipment	10/30/2019 06:33:20	10/31/2019 09:02:29	Digital
Stark Residence Remodel	Automatic fire-extinguishing systems	10/30/2019 08:32:50	10/31/2019 09:49:37	Digital
Stark Residence Remodel	Construction, alteration, or renovation of a building	10/30/2019 08:33:35	10/31/2019 09:15:37	Digital
Keith & Deanna Cook Remodel	Automatic fire-extinguishing systems	10/30/2019 10:46:03	10/31/2019 08:42:35	Paper
Home Depot Aerosol Rack Fixture Modifications	Automatic fire-extinguishing systems	10/30/2019 10:49:02		Paper
8 x 8 TI-136 Suite 300	Construction, alteration, or renovation of a building	10/30/2019 14:44:00	10/31/2019 07:54:47	Digital
8 x 8 TI-136 Suite 300	Fire alarm and detection systems and related equipment	10/30/2019 14:44:47	10/31/2019 08:04:16	Digital
8 x 8 TI-136 Suite 300	Automatic fire-extinguishing systems	10/30/2019 14:45:08	10/31/2019 08:20:56	Digital
Indian By Nature Suite B	Automatic fire-extinguishing systems	10/31/2019 12:06:31	10/31/2019 12:09:51	OTC Paper
Striking Distance TI-132 Suite 150 & 175	Fire alarm and detection systems and related equipment	10/31/2019 14:53:39		Digital
Indian By Nature Suite B	Additional Plan Review	10/31/2019 14:56:15		Digital

COMMUNICATIONS



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

Phone (925) 838-6600 | Fax (925) 838-6629

www.firedepartment.org | info@firedepartment.org

Date: November 20, 2019
To: Board of Directors
From: Denise Pangelinan, Director of Emergency Communications
Subject: Monthly Communications Division Report October 2019

Communications Center

- Public Safety Dispatch Interviews
- Emergency Medical Dispatch Policies Reviewed for Accreditation

Technology Systems

- Completed transition to CrewSense staffing software including interface to District Records Management System (RMS)
- Upgraded finance server and workstations to latest available version
- Created Public Safety Power Shutoff (PSPS) maps to visualize areas and features impacted
- Created District familiarization maps for part-time Disaster Preparedness Coordinator Marley
- Provided PSPS updates on website and social media
- Premiered Great California Shakeout earthquake drill video on Facebook
- Attended City of San Ramon's Trunk or Treat event with Communications Support 131 (CS131)

Training

EMD Update Training:

- Determining Status of Breathing on Case Entry and Burns (Scalds) /Explosion (Blast). v13.2

Meetings

- Trunk or Treat Planning Work Group
- Police/Dispatch Work Group
- EBRCSA TAC Committee Meeting

Communications Reserves

- Monthly Drill Meetings

HUMAN RESOURCES



San Ramon Valley Fire Protection District

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Date: November 20, 2019
To: Board of Directors
From: Natalie Korthamar Wong, Director of Human Resources
Re: Monthly Human Resources Report for October 2019

Recruitment:

- ❖ Coordinated Firefighter Paramedic Chief's interviews and continued coordination of Firefighter Paramedic candidate background checks
- ❖ Coordinated Public Safety Dispatcher panel interviews and Chief's Interviews; provided conditional offer to a candidate
- ❖ Coordinated FF Reserve interviews and was part of the interview panel
- ❖ Onboarded Emergency Preparedness Coordinator – Part-Time employee
- ❖ Onboarded I-Quest high school student

Additional Accomplishments:

- ❖ Provided the flu shot to all employees on three separate days
- ❖ Provided in-person, anti-harassment training on six separate days, including 2 evening sessions
- ❖ Attended Council of Self-Insured Public Agencies Workers' Compensation training
- ❖ Attended a San Ramon Chamber of Commerce event
- ❖ Completed all open enrollment entries and provided confirmations to employees
- ❖ Attended the Liebert Cassidy Whitmore Northern California Employer Consortium planning meeting
- ❖ Cleaned and organized off-site storage of HR files

Report: Employee Illness/Injury Report – October 2019

Employee Illness/Injury Report October 2019

Reportable Injuries

Indemnity (Lost Time)

October 5, 2019 DOI-10/5/19 – An employee sought treatment for a back injury.

Status: Was taken off work on 10/5/19 and returned to full duty 10/25/19.

October 24, 2019 DOI-10/24/19 – An employee sought treatment for a back injury.

Status: Remained out at month end.

Medical Only (No Lost Time)

October 9, 2019 An employee rolled his ankle during training. Medical treatment was received, but no work time was lost.

October 29, 2019 An employee had pain and loss of grip strength in his hand while working at a fire. Medical treatment was received, but no work time was lost.

As of October 31, 2019, there were five (5) employees absent from their regular work assignment. Total lost time due to injuries for the month of October equaled 147 calendar days/47 shifts.

FINANCE



San Ramon Valley Fire Protection District

1500 Bollinger Canyon Road, San Ramon, CA 94583

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Date: November 20, 2019
To: Board of Directors
From: Ken Campo, Financial Consultant
Davina Hatfield, Controller
Re: Monthly Financial Report for October 2019

Financials:

- Balance Sheet
- Revenues – All Funds, Budget vs. Actual
- Expenditures – General Fund Budget vs. Actual
- Expenditures – Capital, Debt Service and Community Funds Budget vs. Actual
- Revenue/Expense History – Monthly, General Fund
- Overtime Analysis

Meetings/Activities:

- Met with HDL Coren & Cone, property tax consultant to discuss 2019/20 property value and tax revenue analysis
- Continued 2018/19 Audit fieldwork
- First month live with new scheduling software CrewSense
- Provided support and assistance to other Divisions with the following projects:
 - Development of PG&E Safety Ordinance
 - Ongoing development of presentations and City of San Ramon Planning Department submittal of the District training facility.

San Ramon Valley Fire Protection District

Combined Balance Sheet

October 31, 2019

	GOVERNMENTAL FUND TYPES					AGENCY	ACCOUNT GROUPS		Totals (Memo Only)
	General	Budget	Debt Service	Capital Projects	Special Revenue	CERT Program	General Fixed Assets	General Long-Term D	
	Fund - 100	Stabilization - 110	Fund - 200	Fund - 300	Fund - 400	Fund - 700	Fund - 800	Fund - 900	
ASSETS									
Cash - Checking	\$ 2,949,347	\$ 452,495	\$ -	\$ -	\$ 60	\$ 40,089	\$ -	\$ -	\$ 3,441,991
Cash - Money Market	505,773	-	-	-	-	-	-	-	505,773
Cash - Workers' Compensation	(91,820)	-	-	-	-	-	-	-	(91,820)
Cash - Flexible Spending	21,057	-	-	-	-	-	-	-	21,057
Petty Cash	1,250	-	-	-	-	-	-	-	1,250
Investments - LAIF @ 2.44%	4,855,421	-	-	8,000,775	-	-	-	-	12,856,196
Investments - Mrkt Value Adj/Premium/Discount	78,101	26,014	-	13,718	-	-	-	-	117,833
Investments - Bank of the West @ 1.89% avg	15,049,319	18,517,892	-	-	-	-	-	-	33,567,211
Cash with Fiscal Agent	-	-	126	9,420	-	-	-	-	9,546
Accounts Receivable	455,990	-	-	-	-	-	-	-	455,990
Interest Receivable	227,692	68,902	-	57,392	-	-	-	-	353,986
YE Accrued Ambulance Billing	1,448,329	-	-	-	-	-	-	-	1,448,329
Prepaid Expenses/Deposits	10,495,144	-	-	2,014,906	-	-	-	-	12,510,050
Land	-	-	-	-	-	-	6,000,878	-	6,000,878
Buildings & Improvements	-	-	-	-	-	-	33,930,690	-	33,930,690
Construction in Progress	-	-	-	-	-	-	154,735	-	154,735
Equipment	-	-	-	-	-	-	8,625,444	-	8,625,444
Vehicles	-	-	-	-	-	-	22,672,502	-	22,672,502
Accumulated Depreciation	-	-	-	-	-	-	(34,788,457)	-	(34,788,457)
Amount to be Provided for General Long Term Debt	-	-	-	-	-	-	-	25,252,622	25,252,622
Total Assets	\$ 35,995,603	\$ 19,065,303	\$ 126	\$ 10,096,211	\$ 60	\$ 40,089	\$ 36,595,792	\$ 25,252,622	\$ 127,045,806
LIABILITIES									
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued Expenses	3,056,363	-	-	9,340	-	-	-	-	3,065,703
Deposits Payable	17,206	-	-	-	-	-	-	-	17,206
Deferred Ambulance Billing Revenue	759,129	-	-	-	-	-	-	-	759,129
Long Term Debt (1) Certificates of Participation	-	-	-	-	-	-	-	11,405,000	11,405,000
Long Term Debt (2) Vehicle Lease	-	-	-	-	-	-	-	4,952,475	4,952,475
Liability Assc. with Open Workers' Comp Claims	-	-	-	-	-	-	-	6,962,000	6,962,000
Liability for Accumulated Leave	-	-	-	-	-	-	-	1,933,147	1,933,147
Total Liabilities	3,832,698	-	-	9,340	-	-	-	25,252,622	29,094,660
FUND EQUITY									
Investment in General Fixed Assets	-	-	-	-	-	-	36,595,792	-	36,595,792
Non-Spendable Fund Balance	-	-	-	2,014,906	-	-	-	-	2,014,906
Restricted Fund Balance	-	-	126	97,861	60	-	-	-	98,047
Committed Fund Balance:									
Dry Period Funding	32,106,112	-	-	-	-	-	-	-	32,106,112
Budget Stabilization	-	15,065,303	-	-	-	-	-	-	15,065,303
Workers' Compensation Claims	-	4,000,000	-	-	-	-	-	-	4,000,000
Capital Projects	-	-	-	7,572,450	-	-	-	-	7,572,450
Assigned Fund Balance:									
Other Assigned Fund Balance	56,793	-	-	401,654	-	975	-	-	459,422
Unassigned Fund Balance	-	-	-	-	-	39,114	-	-	39,114
Total Fund Balance	32,162,905	19,065,303	126	10,086,871	60	40,089	36,595,792	-	97,951,146
Total Liabilities and Fund Equity	\$ 35,995,603	\$ 19,065,303	\$ 126	\$ 10,096,211	\$ 60	\$ 40,089	\$ 36,595,792	\$ 25,252,622	\$ 127,045,806

San Ramon Valley Fire Protection District

Revenue - All Funds

2019/20

For the Period Ended October 31, 2019

FISCAL YEAR COMPLETED - 33.33%

	<u>2018/19</u>	<u>2019/20</u>	<u>2019/20</u>	<u>2019/20</u>	
	<i>Actual</i> <i>(unaudited)</i>	<i>Budgeted</i>	<i>Realized</i>	<i>Remaining</i> <i>Budget</i>	<i>% Received</i>
TAXES					
PROPERTY TAXES - CURRENT SECURED	\$ 68,105,244	\$ 71,176,035	\$ -	\$ 71,176,035	0.0%
PROPERTY TAXES - SUPPLEMENTAL	1,741,546	-	-	-	
PROPERTY TAXES - UTILITIES (Unitary)	1,154,161	1,153,948	-	1,153,948	0.0%
PROPERTY TAXES - CURRENT UNSECURED	1,966,018	1,958,810	1,925,120	33,690	98.3%
HOMEOWNERS PROPERTY TAX RELIEF	457,938	475,000	-	475,000	0.0%
RDA PROPERTY TAX	1,037,049	1,057,740	-	1,057,740	0.0%
LESS COUNTY TAX ADMINISTRATION	(578,027)	(589,588)	-	(589,588)	0.0%
PROPERTY TAXES - PRIOR SECURED	(90,250)	-	-	-	
PROPERTY TAXES - PRIOR SUPPLEMENTAL	(69,301)	-	-	-	
PROPERTY TAXES - PRIOR UNSECURED	49,536	-	-	-	
TOTAL TAXES	<u>73,773,914</u>	<u>75,231,945</u>	<u>1,925,120</u>	<u>73,306,825</u>	<u>2.6%</u>
INTERGOVERNMENTAL REVENUE					
MEASURE "H"	33,000	33,000	-	33,000	0.0%
SB-90 MANDATED COSTS	-	-	52,811	(52,811)	
STATE AID/GRANTS (OES REIMB.)	686,032	-	32,089	(32,089)	
OTHER INTERGOVERNMENTAL REVENUE	226,080	260,000	-	260,000	0.0%
GEMT	120,085	80,000	-	80,000	0.0%
CONSOLIDATED DISPATCH	675,000	1,400,000	350,000	1,050,000	25.0%
TOTAL INTERGOVERNMENTAL REVENUE	<u>1,740,197</u>	<u>1,773,000</u>	<u>434,900</u>	<u>1,338,100</u>	<u>24.5%</u>
CHARGES FOR SERVICE					
INSPECTION FEES	60,799	63,823	18,324	45,499	28.7%
PLAN REVIEW	817,598	636,540	252,288	384,252	39.6%
INFO TECHNOLOGY SURCHARGE	-	35,018	-	35,018	0.0%
WEED ABATEMENT CHARGES	-	1,709	-	1,709	0.0%
ADMINISTRATIVE CITATION CHARGES	23,600	5,563	1,000	4,563	18.0%
AMBULANCE SERVICES	4,717,074	4,719,750	1,698,254	3,021,496	36.0%
CPR CLASSES	922	595	360	235	60.5%
REPORTS/PHOTOCOPIES	7,140	6,712	1,025	5,687	15.3%
TOTAL CHARGES FOR SERVICE	<u>5,627,133</u>	<u>5,469,710</u>	<u>1,971,251</u>	<u>3,498,459</u>	<u>36.0%</u>
USE OF MONEY & PROPERTY					
INVESTMENT EARNINGS	1,191,646	1,000,000	646,679	353,321	64.7%
TOTAL USE OF MONEY & PROPERTY	<u>1,191,646</u>	<u>1,000,000</u>	<u>646,679</u>	<u>353,321</u>	<u>64.7%</u>
RENTAL INCOME					
RENT ON REAL ESTATE	66,308	66,461	21,929	44,532	33.0%
TOTAL RENTAL INCOME	<u>66,308</u>	<u>66,461</u>	<u>21,929</u>	<u>44,532</u>	<u>33.0%</u>
OTHER REVENUE					
SALE OF PROPERTY	-	-	6,000	(6,000)	
INSURANCE PROCEEDS	39,408	-	-	-	
MISCELLANEOUS REVENUE	5,102	10,000	1,573	8,427	
TOTAL OTHER REVENUE	<u>44,510</u>	<u>10,000</u>	<u>7,573</u>	<u>2,427</u>	
TOTAL REVENUE	<u>\$ 82,443,708</u>	<u>\$ 83,551,116</u>	<u>\$ 5,007,452</u>	<u>\$ 78,543,664</u>	<u>6.0%</u>

San Ramon Valley Fire Protection District
Expenditures - General Fund
2019/20
For the Period Ended October 31, 2019

FISCAL YEAR COMPLETED - 33.33%

		<u>2018/19</u>	<u>2019/20</u>	<u>2019/20</u>	<u>2019/20</u>	
		<i>Actual</i>	<i>Budget</i>	<i>Actual to Date</i>	<i>Remaining</i>	<i>% Expended</i>
		<i>(unaudited)</i>			<i>Budget</i>	
SALARIES & BENEFITS						
PERMANENT SALARIES	5110	\$ 25,259,418	\$ 26,507,220	\$ 8,536,390	\$ 17,970,830	32.2%
TEMPORARY SALARIES	5115	341,855	374,144	126,412	247,732	33.8%
PERMANENT OVERTIME	5120	8,762,929	8,422,700	3,241,576	5,181,124	38.5%
PERMANENT OVERTIME-TEMP EEs	5121	15,541	-	726	(726)	#DIV/0!
FICA/MEDICARE	5140	494,148	497,470	167,559	329,911	33.7%
RETIREMENT CONTRIBUTIONS	5150	16,775,746	16,587,841	5,426,526	11,161,315	32.7%
RETIREMENT CONTRIB. UAAL	5150	294,000	236,000	236,000	-	100.0%
401a CONTRIBUTIONS-ER PAID	5151	8,040	8,040	5,320	2,720	66.2%
EMPLOYEE GROUP INSURANCE	5160	3,746,138	4,001,462	1,309,509	2,691,953	32.7%
RETIREE HEALTH INSURANCE	5170	2,776,817	3,008,520	1,017,736	1,990,784	33.8%
OPEB CONTRIBUTION	5175	4,048,930	3,939,193	1,313,080	2,626,113	33.3%
UNEMPLOYMENT INSURANCE	5180	-	20,000	-	20,000	0.0%
WORKERS' COMPENSATION	5190	1,442,697	1,250,000	350,520	899,480	28.0%
TOTAL SALARIES & BENEFITS		<u>63,966,259</u>	<u>64,852,590</u>	<u>21,731,354</u>	<u>43,121,236</u>	<u>33.5%</u>

San Ramon Valley Fire Protection District
Expenditures - General Fund
2019/20
For the Period Ended October 31, 2019

FISCAL YEAR COMPLETED - 33.33%

		2018/19	2019/20	2019/20	2019/20	
		<i>Actual</i>	<i>Budget</i>	<i>Actual to Date</i>	<i>Remaining</i>	<i>% Expended</i>
		<i>(unaudited)</i>			<i>Budget</i>	
SERVICES & SUPPLIES						
OFFICE SUPPLIES	5202	25,569	31,436	10,528	20,908	33.5%
POSTAGE	5204	15,177	29,034	2,455	26,579	8.5%
TELECOMMUNICATIONS	5206	242,190	213,064	71,541	141,523	33.6%
UTILITIES	5208	397,013	381,800	139,614	242,186	36.6%
SMALL TOOLS/EQUIPMENT	5210	123,819	156,700	34,555	122,145	22.1%
MISCELLANEOUS SUPPLIES	5212	78,300	124,400	30,936	93,464	24.9%
MEDICAL SUPPLIES	5213	187,606	193,000	45,046	147,954	23.3%
FIREFIGHTING SUPPLIES	5214	46,775	55,000	16,876	38,124	30.7%
PHARMACEUTICAL SUPPLIES	5216	33,955	35,000	13,199	21,801	37.7%
COMPUTER SUPPLIES	5218	12,832	15,500	3,958	11,542	25.5%
RADIO EQUIPMENT & SUPPLIES	5219	18,359	20,500	19,948	552	97.3%
FOOD SUPPLIES	5222	38,577	35,350	7,458	27,892	21.1%
PPE INSPECTION & REPAIRS	5223	14,362	19,500	9,258	10,242	47.5%
SAFETY CLOTHING/SUPPLIES	5224	140,233	182,100	30,082	152,018	16.5%
CLASS A UNIFORMS & SUPPLIES	5225	2,803	10,500	48	10,452	0.5%
NON-SAFETY CLOTHING/SUPPLIES	5226	18,187	33,924	2,727	31,197	8.0%
CLASS B UNIFORMS & SUPPLIES	5227	61,810	86,000	14,150	71,850	16.5%
HOUSEHOLD SUPPLIES	5228	44,067	38,000	18,125	19,875	47.7%
CENTRAL GARAGE - REPAIRS	5230	526,949	300,000	110,882	189,118	37.0%
CENTRAL GARAGE - MAINTENANCE	5231	63,207	36,500	20,393	16,107	55.9%
CENTRAL GARAGE - GAS, DIESEL & OIL	5232	228,159	168,800	92,865	75,935	55.0%
CENTRAL GARAGE - TIRES	5234	41,578	54,000	15,001	38,999	27.8%
CENTRAL GARAGE - MANDATED INSP.	5235	27,453	24,500	269	24,231	1.1%
MAINT./REPAIRS - EQUIPMENT	5236	135,821	209,977	39,656	170,321	18.9%
MAINT./REPAIRS - RADIO & ELECTRONIC	5238	216,369	109,876	35,739	74,137	32.5%
MAINT./REPAIRS - BUILDINGS	5240	187,219	246,180	70,904	175,276	28.8%
MAINT./REPAIRS - GROUNDS	5242	42,916	53,000	33,184	19,816	62.6%
RENTS & LEASES-EQUIP./PROPERTY	5246	57,656	68,148	4,985	63,163	7.3%
SOFTWARE & LICENSING	5248	-	378,601	79,588	299,013	21.0%
PROFESSIONAL/SPECIALIZED SERVICES	5250	1,448,300	2,069,247	560,065	1,509,182	27.1%
RECRUITING COSTS	5251	84,804	114,300	36,071	78,229	31.6%
LEGAL SERVICES	5252	177,206	605,000	41,765	563,235	6.9%
MEDICAL SERVICES	5254	96,489	123,500	2,280	121,220	1.8%
COMMUNICATIONS SERVICES	5258	87,360	93,600	-	93,600	0.0%
DOCUMENT MANAGEMENT SERVICES	5260	2,492	-	-	-	#DIV/0!
ELECTION SERVICES	5262	10,300	-	-	-	#DIV/0!
INSURANCE SERVICES	5264	488,036	529,236	188,343	340,893	35.6%
PUBLICATION OF LEGAL NOTICES	5270	1,865	3,500	-	3,500	0.0%
SPECIALIZED PRINTING	5272	23,215	28,913	3,292	25,621	11.4%
MEMBERSHIPS	5274	76,727	84,748	67,763	16,985	80.0%
EDUCATIONAL COURSES/SUPPLIES	5276	63,633	111,200	11,916	99,284	10.7%
EDUCATIONAL ASSISTANCE	5277	16,848	25,000	7,560	17,440	30.2%
PUBLIC EDUCATIONAL SUPPLIES	5278	3,846	9,500	3,370	6,130	35.5%
BOOKS & PERIODICALS	5280	18,158	27,813	9,728	18,085	35.0%
RECOGNITION SUPPLIES	5282	3,407	3,500	823	2,677	23.5%
MEETINGS/TRAVEL EXPENSES	5284	58,485	44,800	20,761	24,039	46.3%
OTHER EXPENSE	5286	20,270	-	9,323	(9,323)	#DIV/0!
PROPERTY TAX SHARE AGREEMENT	5290	97,094	125,000	-	125,000	0.0%
TAXES & ASSESSMENTS	5320	-	120,000	925	119,075	0.8%
TOTAL SERVICES & SUPPLIES		<u>5,807,496</u>	<u>7,429,247</u>	<u>1,937,955</u>	<u>5,491,292</u>	<u>26.1%</u>
TOTAL OPERATING EXPENDITURES		<u>\$ 69,773,755</u>	<u>\$ 72,281,837</u>	<u>\$ 23,669,309</u>	<u>\$ 48,612,528</u>	<u>32.7%</u>

San Ramon Valley Fire Protection District
Expenditures - All Other Funds
2019/20
For the Period Ended October 31, 2019

FISCAL YEAR COMPLETED - 33.33%

		2018/19	2019/20	2019/20	2019/20	
		Actual (unaudited)	Budget	Actual to Date	Remaining Budget	% Expended
CAPITAL PROJECTS - 300						
LEGAL & PROFESSIONAL SERVICES	5250/5252	\$ -	\$ -	\$ -	\$ -	
CRR TECH IMPROVEMENTS	5253	842	60,350	1,636	58,714	2.7%
PUBLICATION OF LEGAL NOTICES	5270	-	-	-	-	
DESIGN/CONSTRUCTION	6105/6110	-	-	-	-	
VARIOUS IMPROVEMENTS	6120	524,583	1,428,446	470,897	957,549	33.0%
RADIO/ELECTRONIC EQUIPMENT	6230	249,932	345,423	13,321	332,102	3.9%
MAJOR EQUIPMENT	6240	141,553	178,291	57,210	121,081	32.1%
AUTOS & TRUCKS	6250	3,146,104	2,464,678	124,002	2,340,676	5.0%
TOTAL CAPITAL PROJECTS		\$ 4,063,014	\$ 4,477,188	\$ 667,066	\$ 3,810,122	14.9%
DEBT SERVICE - 200						
PROFESSIONAL/SPECIALIZED SERVICES	5250	\$ 2,915	\$ -	\$ -	\$ -	
BOND REDEMPTION - 2013 & 2015 COP	5310	1,268,098	931,350	720,675	210,675	77.4%
EQUIPMENT LEASE	5310	613,156	613,155	308,035	305,120	50.2%
TOTAL DEBT SERVICE		\$ 1,884,169	\$ 1,544,505	\$ 1,028,710	\$ 515,795	66.6%
COMMUNITY FUND - 400						
OTHER SPECIAL DISTRICT EXPENDITURES	5286	\$ -	\$ -	\$ -	\$ -	
TOTAL SRVF COMMUNITY FUND		\$ -	\$ -	\$ -	\$ -	
TOTAL - CAPITAL, EQUIPMENT, DEBT SERVICE, & SRVF COMMUNITY FUND		\$ 5,947,183	\$ 6,021,693	\$ 1,695,776	\$ 4,325,917	28.5%

**SAN RAMON VALLEY FIRE PROTECTION DISTRICT
GENERAL FUND
REVENUE/EXPENDITURE HISTORY**

<i>Month</i>	<i>2015/16</i>		<i>2016/17</i>		<i>2017/18</i>		<i>2018/19</i>		<i>2019/20</i>	
	<i>Revenue</i>	<i>Expenditures</i>	<i>Revenue</i>	<i>Expenditures</i>	<i>Revenue</i>	<i>Expenditures</i>	<i>Revenue</i>	<i>Expenditures</i>	<i>Revenue</i>	<i>Expenditures</i>
July	\$ 354,684	\$ 4,771,243	\$ 282,790	\$ 5,316,616	\$ 354,888	\$ 6,122,636	\$ 550,530	\$ 5,622,648	\$ 749,436	\$ 5,451,614
August	426,922	5,260,304	363,912	5,109,224	695,817	5,671,451	499,377	5,905,072	610,284	6,468,445
September	354,095	4,581,188	377,209	5,047,543	480,964	5,593,302	579,731	5,563,173	388,535	5,580,182
October	2,040,889	4,262,203	2,158,269	5,282,085	2,593,632	5,999,337	2,375,797	6,005,201	2,931,282	6,169,069
November	335,053	4,727,586	720,990	5,554,302	362,621	5,888,575	656,486	6,191,849	-	-
December	32,619,418	5,464,991	34,893,289	5,043,510	34,930,693	5,966,196	39,332,475	5,629,084	-	-
January	576,093	4,743,692	1,242,334	5,401,913	8,491,817	5,387,036	1,334,430	5,722,401	-	-
February	472,114	4,837,271	690,047	5,326,068	446,775	5,326,521	632,213	5,524,960	-	-
March	620,681	5,229,614	433,245	5,849,120	883,105	6,063,429	972,913	5,624,000	-	-
April	23,795,929	4,901,844	25,663,196	5,297,542	22,339,121	5,257,800	28,219,039	5,320,835	-	-
May	840,611	4,935,586	394,206	5,452,583	639,163	5,506,219	507,822	6,529,026	-	-
June	5,365,634	5,219,984	5,664,005	5,832,652	5,266,780	5,952,983	6,282,536	6,135,504	-	-

Total Overtime Hours by Month January 2017-October 2019

