Sonoma Valley Fire District

Board of Directors Meeting

June 11, 2024

Sonoma Valley Fire District

Board of Directors Meeting

June 11, 2024

TABLE OF CONTENTS

Regular Meeting Agenda ..... Page 2

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

Item 7a - 05.14.23 Regular Meeting Minutes ..... Page 5

Item 10a - Agenda Summary - Resolution 2023/2024-07 SVFD Preliminary Budget ..... Page 10

Item 10a - FY 2024/2025 Preliminary Budget ..... Page 11

Item 10a - Resolution 2023/2024-07 ..... Page 12

Item 10b - Agenda Summary - Resolution 2023/2024-08 Proposition 4 Limits FY 24/25 ..... Page 13

Item 10b - Price Factor and Population Information ..... Page 14

Item 10b - "P1" Calculation of Appropriation Limits ..... Page 18

Item 10b - Resolution 2023/2024-08 ..... Page 19

Item 10c - Agenda Summary - Resolution 2023/2024-09 Special Tax Rate FY 24/25 ..... Page 20

Item 10c - Special Tax Inflation Adjustment Calculation ..... Page 21

Item 10c - Resolution 2023/2024-09 ..... Page 22

Item 10d - Agenda Summary - Resolution 2023/2024-10 IAFF, Local 3593 Side Letter ..... Page 24

Item 10d - MOU Side Letter Agreement ..... Page 25

Item 10d - Revised MOU, Local 3593 ..... Page 26

Item 10d - Resolution 2023/2024-10 ..... Page 45

Item 10e - Agenda Summary - Fire Prevention Vehicle ..... Page 46

Item 10e - Ron DuPratt Ford Quote ..... Page 47

Item 11a - Agenda Summary - Draft Resolution 2024/2025-01 ..... Page 48

Item 11a - Draft Resolution 2024/2025-01 between SVFD and KWFD ..... Page 50

###

MEETING AGENDA
SONOMA VALLEY FIRE DISTRICT
BOARD OF DIRECTORS

Tuesday, June 11, 2024 at 6:00 P.M.
Location: Sonoma Valley Fire District Station 1
630 2nd Street W., Sonoma, CA 95476

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

To join by phone: 1-669-900-9128

Meeting ID: 914 153 1767

Meeting Passcode: 3300

1. Call to Order

2. Roll Call and Determination of a Quorum

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

3. Pledge of Allegiance

4. Confirmation of Agenda

Opportunity for the Board to reorder agenda items.

5. Comments from the Public

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

6. Presentations

7. Consent Calendar

a) Approval of minutes from the regular meeting held on, May 14, 2024. **Action Item**

8. Fire Chief's Monthly Report

May/June Chief's Report

9. Old Business

10. New Business

Public Hearing

The Board will conduct a public hearing to consider adoption of Resolution 2023/2024-07, to adopt the Fiscal Year 2024/2025 preliminary budget; Resolution 2023/2024-08, to declare proposition 4 Limits for Fiscal Year 2024/2025; and Resolution 2023/2024-09, to set the Districts Special Tax for Fiscal Year 2024/2025. ***The Board shall open the item for public comment and take action upon close of the public comments.***

a) Resolution 2023/2024-07 adopting Sonoma Valley Fire District Preliminary Budget for Fiscal Year 2024/2025. **Action Item with roll call vote**

b) Resolution 2023/2024-08 declaring Proposition 4 limit for fiscal year 2024/2025. **Action Item with roll call vote**

c) Resolution 2023/2024-09 setting the special tax to be levied on each parcel of real property in the Sonoma Valley Fire District during fiscal year 2024/2025. **Action Item with roll call vote**

Close of Public Hearing

d) Resolution 2023/2024-10 approving side letter agreement between Sonoma Valley Professional Firefighters', IAFF Local 3593 and the Sonoma Valley Fire District in reclassification of the Fire Mechanic position to Shop Supervisor. **Action Item with roll call vote**

e) Funding request for purchase of a new utility truck to service the Fire Prevention Bureau. **Action Item**

11. Other Business to Come before the Board

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

12. Comments from the Floor

13. Comments/Reports from the Board

14. Closed Session

15. Adjournment

This meeting will be adjourned to a regular Board meeting on July 9, 2024 at 6:00 p.m. in the Training Room of Sonoma Valley Fire District, Station 1, located at 630 2nd Street West, Sonoma, CA.

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

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
7a	Maci Bettencourt, Clerk of the Board

Agenda Item Title

Approval of the regular meeting minutes held on May 14, 2024.

Recommended Actions

Approve the minutes

Executive Summary

The minutes have been prepared for Board review and approval.

Alternative Actions

Correct or amend minutes prior to approval

Strategic Plan Alignment

Fiscal Summary – FY 23/24

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
		Grants	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (if required)

Not Required

Attachments

1. Minutes for May 14, 2024 regular meeting

SONOMA VALLEY FIRE DISTRICT

BOARD OF DIRECTORS MEETING MINUTES
Tuesday, May 14, 2024

Meeting was held in person at Station 1, 630 2nd Street W, Sonoma, Ca. 95476
and via video conference for general public access.
Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300

1. Call to Order

President Norton called meeting to order at 6:00 PM

2. Roll Call and Determination of a Quorum

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

3. Pledge of Allegiance

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

4. Confirmation of Agenda

None

5. Comments from the Public

Public and staff present/virtual: BC Spencer Andreis, Laura Bañuelos, Brian Brady, Mark Emery, and Pat Matthews.
No comments heard from the public.

6. Presentations

None

7. Consent Calendar

a) Board reviewed and approved the meeting minutes from the regular board meeting held on April 9, 2024. **M/S/P Johnson/Greben - 4 ayes/1 abstention/2 excused**

8. Fire Chief's Monthly Report

Monthly Chief's given by BC Andreis on behalf of Chief Akre. Report is attached

9. Old Business

None

10. New Business

a) Director Johnson motioned to approve Resolution 2023/2024-05; ordering an election to be held and requesting consolidation with the November 5, 2024 County election. **M/S/P Johnson/Leen - 5 ayes/2 excused**

b) Director Leen motioned to approve Resolution 2023/2024-06; opposing Initiative 1935 (CBRT). **M/S/P Leen/Greben - 5 ayes/2 excused**

11. Other Business to come before the Board

None

12. Comments from the Floor

Pat Matthews, asked the Board what DGS stood for in item one in the Chief's monthly report. DGS is the California Department of General Services.

13. Comments/Reports from the Board

None

14. Closed Session

None

15. Adjournment

M/S Greben/Norton – 5 ayes/2 excused
Meeting was adjourned at 6:23pm to a regular Board meeting on June 11 2024, at 6:00 p.m. This meeting will be conducted in person with videoconference capabilities available to the public. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website: http://sonomavalleyfire.org under the Governance tab.*

Respectfully submitted,

Maci Bettencourt
Clerk of the Board

DATE: 5/14/2024

TO: Sonoma Valley and Kenwood Board of Directors

FROM: Chief Akre

SUBJECT: Monthly Activity Report – April 2024

A. ADMINISTRATIVE:

1. SDC: We made contact with DGS and was informed that they do not have the funding to continue the contract for Fire Services beyond 6/30/24. I have reached out to our elected representative to inform them. Sen. Dodd's office has been very responsive. No word yet on the possibility of an extension. Staff is prepared either way to move forward with the two positions.

2. KWD: Staffing service continues to go very well. We held a joint Consolidation subcommittee meeting on 4/13. Staffs are in the process of bringing forward a joint resolution for consideration at the June Board meetings. KWD Board is considering approval of hiring 3 FF positions tonight which would allow for 3-0 staffing for the height of our fire season. We are ready able to hire the 3 additional if this is approved.

3. The Labor/Mgt Group will next meet on 5/16.

4. REDCOM Update: Holding monthly REDCOM Board Meetings. I have had to recuse myself from a number of meetings and topics as they relate to potential bidders. We anticipate the AP Triton report to be released very soon and then the work will shift to developing the RFP.

5. The Fire Service Working Group continues to meet to work on the citizens-based initiative Measure H. This has now transitioned to implementation mode. We have developed a work plan with priorities in order to best support and guide all receiving agencies as well as the SCFCA. The FSWG has been sending out regular updates to the SCFCA and SCFDA members. We continue to monitor the CBRT initiative.

6. Chief Heine and I attended a meeting with the CAO's staff to discuss outstanding Fire Service needs, issues and Measure H. We are in a good place with them and feel an unprecedented level of collaboration and support.

7. Chief Schach and I attended our regular quarterly meeting with Dr Kaplan (DHS) and Dr Luoto (Medical Director) to check in and discuss EMS related issues. This has been a very positive and productive opportunity.

8. Captain Johnson and I attended the BOS Meeting to recognize May as Wildfire Awareness Month. As President of the SCFCA, I spoke about the local fire service is currently doing as well as what we look forward to doing with Measure H funding.

9. We held our monthly Command Staff meeting.

10. The EMS subcommittee continues to be actively working on supporting service provision for EOA-1 during the transition period, on the tiered response implementation, and expanded scope EMT.

11. I attended the monthly Cal Chiefs E-Board meetings. I am also on the Cal Chiefs Legislative Task Force subcommittee that includes representatives from our Policy Advocates, CPF, FDAC, and CDSA. We meet monthly.

12. President Norton, BC Lacy, Captain Loftus, and I all attended the FDAC Annual Conference in April.

13. The SCFDA Dinner/Meeting was held on 4/18 at Sally Tomatoes in RP, and hosted by the Rancho Adobe FD. Presentation was on Fire District funding mechanisms for capital projects. I gave a thorough update about all the work going into Measure H implementation. President Norton, Director Brady, Captain Johnson, Captain Garcia, Captain Campbell and I all attended.

14. FRMS update. We held our regular meeting on 4/22 at the FDAC Conference. Next meeting will be on 6/10.

15. BC Lacy and I attended the monthly SCFCA Meetings. Next month will be at the SCY Airbase Fire Station.

16. BC Norrbom, FM Boldt, Captains' Loftus, Garcia and Stirnus and I all took a field trip to Tomales to look at their new Rural Type 1 Engine as well as their relatively new Fire Station.

17. BC Lacy and FM Smith attended an SDC Leadership group meeting hosted by Supervisor Gorin.

B. INCIDENTS:

1. N/A

C. BUDGET/FINANCE:

1. We are in the middle of Budget preparation season. I have submitted the City Budget contract amount, special one-time funding requests, and a Measure H expenditure draft.
2. Jenn completed the draft prelim budget, which I will be updating prior to our presentation and discussion in June.

D. PERSONNEL:

1. Maribel Gonzalez began as our full-time Administrative Assistant on 4/15. We are very excited to have added her to our Fire Family! She is a great fit!
2. 2 of our internal FF candidates have completed the pre-employment process. We have extended two conditional offers to 2 additional candidates and they are in the pre-employment process.

We anticipate starting another new hire academy in late June/early July. Our continuous and open recruitment process seems to be working very well.

3. Captain Jason Campbell has been selected to fill the temporary Administrative Captain position and began his assignment on 4/29. He has really hit the ground running and the added capacity is definitely felt!
4. We have until 5/15 to accept applications for the new Fire Mechanic's position. We have received at least 6 applications so far.

E. TRAINING:

1. 4 volunteer members getting Firefighter 1 sponsorships
2. All members working on wildland taskbooks, hoping to be finished by end of May
3. 4-week new hire academy getting build on paper this month
4. Training Officer Transition is going extremely well! Captain Loftus is bringing a lot of new ideas and energy!
5. EMS Training for bi-annual ACLS and upcoming training with SVH Staff

F. EQUIPMENT:

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

G. BUILDINGS & LAND:

1. The two properties on Arnold Dr are in escrow!
2. Solar installation at Station 5 is complete.
3. Station 2's upstairs remodel in anticipation of accommodating M302's crew is nearly completed.

H. PREVENTION & COMMUNITY OUTREACH:

I. ASSOCIATION:

1. We held a very successful Open House and Mother's Day Brunch event again this year.
2. We are gearing up for the 4th of July.

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
10a	Steve Akre, Fire Chief

Agenda Item Title

Resolution 2023/2024-07 adopting the Sonoma Valley Fire District's Preliminary Budget

Recommended Actions

Adopt preliminary budget for the SVFD

Executive Summary

Chief Akre will present the Fiscal Year 2023/24 Sonoma Valley Fire District's Preliminary Budget. The Board is asked to adopt the SVFD's preliminary budget.

It should be noted that the City's contract amount for FY23/24 is presented as a line item in the District's preliminary budget. By approving the preliminary budget, the City's contract amount will also be approved. The same methodology as in previous years was used in determining the contract amount and will now be stated as a line item in revenues. This change comes in conjunction with the transition to move to a single fund accounting structure that supports current best practice processes.

Alternative Actions

Request information or changes to the budgets before adoption

Strategic Plan Alignment

Not applicable

Fiscal Summary – FY 24/25

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$	Fees/Other	$
	$	Use of Fund Balance	$
		Contingencies	$
		Grants	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Sonoma Valley Fire District Recommended Preliminary Budget FY 24/25 – available EOD 06.10.24
2. Resolution 2023/2024-07 – to be revised EOD 06.10.24

Resolution No: 2023/2024-07
Dated: June 11, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ADOPTING FISCAL YEAR 2024/25 PRELIMINARY BUDGETS FOR THE DISTRICT

WHEREAS, the fiscal year 2024/25 Preliminary Budget has been presented to the Board of Directors of the Sonoma Valley Fire District of Sonoma County; and

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

NOW, THEREFORE, BE IT RESOLVED that the Preliminary Budget in the amount of $xx,xxx,xxx, attached hereto, is found and determined to be the 2024/25 Preliminary Budget of the District; and

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire District this 11th day of June 2024, on regular roll call vote of the members of said Board:

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

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

_____
William Norton, President

ATTEST:

_____
Maci Bettencourt, Clerk

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
10b	Jennifer Jason, Finance Officer

Agenda Item Title

Resolution 2023/2024-08 declaring Proposition 4 limit for fiscal year 2024/2025

Recommended Actions

Adopt Proposition 4 limit

Executive Summary

The District is required to approve a Proposition 4 appropriation limit for each fiscal year. Sonoma Valley Fire District uses a formula provided by the County of Sonoma that incorporates the annual percentage change for California Per Capita Personal income and local population growth. Last year's appropriation limit is multiplied by these percentages to produce a limit for the current year.

Alternative Actions

Suggest using an alternate method to calculate Proposition 4 limit

Strategic Plan Alignment

Not applicable

Fiscal Summary – FY 24/25

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$	Fees/Other	$
	$	Use of Fund Balance	$
		Contingencies	$
		Grants	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Price Factor and Population Information
2. "P1" Calculation of Appropriation Limits
3. Resolution 2023/2024-08

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

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

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: 1.0362 x 1.0017 = 1.0379

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Sonoma				
Cloverdale	-1.11	8,808	8,710	8,710
Cotati	-1.06	7,381	7,303	7,303
Healdsburg	-0.32	11,020	10,985	10,985
Petaluma	-0.02	58,457	58,445	58,445
Rohnert Park	-0.04	43,838	43,821	43,821
Santa Rosa	-0.07	175,013	174,890	174,890
Sebastopol	-0.96	7,366	7,295	7,295
Sonoma	-0.98	10,636	10,532	10,532
Windsor	-0.91	25,628	25,394	25,394
Unincorporated	-0.40	130,333	129,812	130,777
County Total	-0.27	478,480	477,187	478,152

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024

County	Percent Change	--- Population Minus Exclusions ---	
	23-24	1-1-23	1-1-24
Sierra			
Incorporated	-0.41	727	724
County Total	-0.50	3,187	3,171
Siskiyou			
Incorporated	-0.12	19,636	19,613
County Total	-0.15	43,430	43,363
Solano			
Incorporated	0.06	417,409	417,662
County Total	0.04	434,801	434,963
Sonoma			
Incorporated	-0.22	348,147	347,375
County Total	-0.27	478,480	477,187
Stanislaus			
Incorporated	0.64	437,381	440,200
County Total	0.55	545,753	548,744
Sutter			
Incorporated	1.90	78,432	79,924
County Total	1.90	98,248	100,110
Tehama			
Incorporated	-0.50	22,913	22,798
County Total	-0.61	64,578	64,182
Trinity			
Incorporated	0.00	0	0
County Total	-0.11	15,878	15,860
Tulare			
Incorporated	1.08	340,642	344,328
County Total	0.90	474,294	478,547

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

"P1" CALCULATION OF APPROPRIATION LIMITS

		23-24		24-25
PER CAPITA INCREASE		1.0444		1.0362
POPULATION CHANGE		0.9947		0.9973
POPULATION FACTOR USED		(COUNTY TOTAL)		(COUNTY TOTAL)
FIRE DISTRICTS:				
71301	RANCHO ADOBE	7,768,620	*	8,028,109
71451	GRATON	1,857,755		1,919,808
71551	KENWOOD	840,505		868,580
71601	MONTE RIO	1,262,733		1,304,911
71750	SCHELL-VISTA	2,227,371		2,301,770
71801	GOLD RIDGE	15,000,000	*	15,501,034
71901	SONOMA COUNTY FIRE DISTR	38,437,993		39,721,909
71951	NORTHERN SONOMA COUNTY	3,736,992	*	3,861,816
72001	TIMBER COVE	316,125		326,684
72051	CLOVERDALE	2,385,359		2,465,035
72751	NORTH SONOMA COAST	3,736,992		3,861,816
72901	SONOMA VALLEY FIRE DISTRICT	23,407,177		24,189,030
SUBTOTAL		100,977,622		104,350,502
REC & PARK DISTRICTS:				
72151	CAMP MEEKER	357,192		369,123
72251	MONTE RIO	424,788		438,977
72301	RUSSIAN RIVER	735,305		759,866
SUBTOTAL		1,517,285		1,567,966
OTHER DISTRICTS:				
72550	OCCIDENTAL CSD	498,755		515,415
72601	CAZADERO CSD	449,707		464,728
72701	COAST LIFE SUPPORT	3,049,773		3,151,642
74501	SONOMA COUNTY TRANSPORTATION AUTHORITY	62,385,439		64,469,254
74807	SONOMA COUNTY LIBRARY	52,554,990	*	54,310,445
76151	FORESTVILLE WTR	228,418		236,048
76901	BODEGA BAY P.U.D.	967,585		999,905
77051	NO SO CO HOSPITAL	22,680,696		23,438,283
78350	SMART	169,517,285		175,179,545
SUBTOTAL		312,332,648		322,765,265
TOTAL LOCAL BOARDS		414,827,555		428,683,733

*Figure Adopted by district replaces limit calculated by the Auditor's Office.

Resolution No: 2023/2024-08
Dated: June 11, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA, DECLARING THE PROPOSITION FOUR LIMIT FOR FISCAL YEAR 2024/2025

WHEREAS, each fiscal year a "Proposition 4" limit must be established; and

WHEREAS, the Board of Directors of the Sonoma Valley Fire District has chosen the California Per Capita Personal Income and the Sonoma County Population Percentage change factors in establishing the 2024/25 base appropriation limit; and

WHEREAS, the State Department of Finance, in Section 7901 of the Government Code specified that last year's limit, times California Per Capita Personal Income, times population percentage changes be used in setting the District's 2024/25 Proposition Four appropriation limit as follows:

(LYL) $23,407,177 X (CPI) 1.0362 X (P) .9973 = (TYL) $24,189,030

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Sonoma Valley Fire District adopts the 2024/25 Proposition Four Limit as set forth in the provisions of Proposition 111, Article XIIIB, to be $24,189,030.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire District this 11th day of June 2024, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye___	No_____	Absent_____
Vice President Atkinson	Aye___	No_____	Absent_____
Treasurer Johnson	Aye___	No_____	Absent_____
Director Brady	Aye___	No_____	Absent_____
Director Emery	Aye___	No_____	Absent_____
Director Leen	Aye___	No_____	Absent_____
Director Greben	Aye___	No_____	Absent_____
Vote:	Aye___	No_____	Absent_____

WHEREUPON, the President declared the foregoing resolution adopted; and

SO ORDERED:

_____
William Norton, President

ATTEST:

_____
Maci Bettencourt, Clerk

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
10c	Stephen Akre, Fire Chief

Agenda Item Title

Setting the special tax levy for fiscal year 2024/2025

Recommended Actions

Adoption of fiscal year 2024/2025 district tax roll

Executive Summary

Through the Public Hearing, the Board will consider and determine the amount of the voter approved special tax to levy for FY 2024-25 including consideration of the required inflation calculation. The Board is then asked to approve Resolution 2023/2024-09 setting the special tax to levy each parcel of real property in the SVFD during the fiscal year 24/25.

Alternative Actions

Fiscal Summary – FY 24/25

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
		Grants	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (if required)

This special tax will generate the revenue necessary for the SVFD to continue to provide current service levels.

Attachments

1. Special Tax Inflation Adjustment Calculation
2. Resolution 2023/2024-09

Sonoma Valley Fire District
Annual Adjustment Factors Used for Special Tax Inflation Adjustment Calculation
Pursuant to Govt Code Section 7902 and Applied by the District to its Appropriations Limit
For Tax Year 2024-25

Fiscal Year	Per Capita Cost of Living Change [1]	Per Capita Cost of Living Ratio [A]	Population Change [2]	Population Change Ratio [B]	Price / Population Factor [AxB]	Cumulative Change since 2018
2019-20	3.85	1.0385	-0.4	0.9960	1.0343	
2020-21	3.73	1.0373	-0.8	0.9920	1.0290	1.0290
2021-22	5.73	1.0573	-1.46	0.9854	1.0419	1.0721
2022-23	7.55	1.0755	-0.54	0.9946	1.0697	1.1468
2023-24	4.44	1.0444	-0.53	0.9947	1.0389	1.1914
2024-25	3.62	1.0362	-0.27	0.9973	1.0334	1.2312

Source: California Department of Finance "Price and Population Factors Used for Appropriations Limit Calculations" report

Notes:

(1) Change in Per Capita Personal Income

(2) Population percentage change for Sonoma County

Base Year Rates 2018 (Ordinance 2018/2019-01)(Glen Ellen)

Use Code Description	Rate Per APN	Rate Per Add'l Unit	Charge Base	Cap/Max Limit
Single Family Residential	$200.00	$100.00	FLAT	$200.00
Multi-Family Residential	$200.00	$100.00	FLAT	
Hotel/Motel/Lodging	$200.00	$100.00	FLAT	$200.00
Mobile Home/Campground Space	$200.00	$50.00	Space	
Clubs & Lodge Halls	$200.00	N/A	FLAT	$200.00
Agricultural Land (No Structure)	$100.00	N/A	FLAT	$100.00
Vacant Land	$100.00	N/A	FLAT	$100.00
Commercial/Industrial	$0.10	N/A	SQFT	$0.10
Warehouse	$0.10	N/A	SQFT	$0.10

2024-25 Rates

Use Code Description	Rate Per APN	Rate Per Space	Charge Base	Cap/Max Limit
Single Family Residential	$246.24	$119.14	FLAT	$246.24
Multi-Family Residential	$246.24	$119.14	FLAT	
Hotel/Motel/Lodging	$246.24	$119.14	FLAT	$246.24
Mobile Home/Campground Space	$246.24	$59.57	Space	
Clubs & Lodge Halls	$246.24	N/A	FLAT	$246.24
Agricultural Land (No Structure)	$123.12	N/A	FLAT	$123.12
Vacant Land	$123.12	N/A	FLAT	$123.12
Commercial/Industrial	$0.12	N/A	SQFT	$0.12
Warehouse	$0.12	N/A	SQFT	$0.12

Resolution No: 2023/2024-09
Dated: June 11, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT FOR CONSIDERATION AND DETERMINATION OF THE SPECIAL TAX TO BE LEVIED ON EACH PARCEL OF REAL PROPERTY IN THE SONOMA VALLEY FIRE DISTRICT DURING FISCAL YEAR 2024/2025

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

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

WHEREAS, in May/June 2024, the Board of Directors of the Sonoma Valley Fire District duly noticed by posting and publication a public hearing for June 11, 2024, as required by Ordinance No. 2018/2019-01; and

WHEREAS, on June 11, 2024, the Board of Directors of the Sonoma Valley Fire District conducted a public hearing for consideration and determination of the special tax to be levied on each parcel of real property in the Sonoma Valley Fire District during Fiscal Year 2024/2025.

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

1. At a properly noticed public hearing on June 11, 2024, the Board of Directors of the Sonoma Valley Fire District reviewed the parcel listing report provided by the Sonoma County ACTTC, and considered all public comment and other input concerning any proposed revisions in the amount of special tax to be levied on each parcel of real property in the Sonoma Valley Fire District in Fiscal Year 2024/2025.

2. Pursuant to Ordinance No. 2018/2019-01, the Board of Directors of the Sonoma Valley Fire District finds and declares that it has considered and determined the amount of special tax to be levied on each parcel of real property in the Sonoma Valley Fire District in Fiscal Year 2024/2025, and annotated accordingly the parcel listing report provided by the Sonoma County ACTTC.

3. The Board of Directors of the Sonoma Valley Fire District directs the President of the Board of Directors and the District Clerk to deliver forthwith the annotated parcel listing report back to the Sonoma County ACTTC for preparation of the Sonoma Valley Fire District direct charge list for the Fiscal Year 2024/2025 tax roll.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire District this 11th day of June 2024, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye____	No_____	Absent_____
Vice President Atkinson	Aye____	No_____	Absent_____
Treasurer Johnson	Aye____	No_____	Absent_____
Director Brady	Aye____	No_____	Absent_____
Director Emery	Aye____	No_____	Absent_____
Director Leen	Aye____	No_____	Absent_____
Director Greben	Aye____	No_____	Absent_____
Vote:	Aye____	No_____	Absent_____

WHEREUPON, the President declared the foregoing resolution adopted; and

SO ORDERED:

_____
William Norton, President

ATTEST:

_____
Maci Bettencourt, Clerk

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
10d	Steve Akre, Fire Chief

Agenda Item Title

Approve Side Letter of Agreement between the Sonoma Valley Fire District and IAFF Local 3593 for the reorganization of the Maintenance Division.

Recommended Actions

Approve Side Letter of Agreement

Executive Summary

The Board has previously approved the addition of a Fire Mechanic position to the SVFD Staff. Along with this new position it is necessary to reorganize and reclassify the current Fire Mechanic to the position of Shop Supervisor. Staff has met and conferred with IAFF Local 3593 on this subject and are in agreement. Staff has also met with the Board's Personnel Committee. The Shop Supervisor will be "grandfathered in" and continue to be a member of IAFF Local 3593. The new Fire Mechanic, as it is not a Safety Position, will be classified as a General Employee.

Alternative Actions

Deny or suggest modifications prior to approval

Strategic Plan Alignment

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

Fiscal Summary – FY 23/24

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$ 24,950
Add. Appropriations Reqd.	$ 24,950	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
		Grants	$
Total Expenditure	**$ 24,950**	**Total Sources**	**$ 24,950**

Narrative Explanation of Fiscal Impacts (if required)

The above financial impacts are those of moving the current Fire Mechanic to the position of Shop Supervisor.

Attachments

1. MOU Side Letter
2. Revised MOU Local 3593
3. Resolution 2023/2024-10

SIDE LETTER OF AGREEMENT

BETWEEN THE SONOMA VALLEY FIRE DISTRICT

AND

SONOMA VALLEY PROFESSIONAL FIREFIGHTERS ASSOCIATION

IAFF LOCAL 3593

Sonoma Valley Fire District ("District") and the Sonoma Valley Professional Firefighters Association ("Association") have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current Memorandum of Understanding ("MOU") with the term of June 27, 2022 to June 30, 2026. The District and the Association have mutually agreed to replace the position of Fire Mechanic with the position of Shop Supervisor in this MOU as a represented position. The District and the Association therefore amend their current MOU pursuant to their authority to do so expressed in Article 4(3) of the current MOU as follows:

ARTICLE 2 RECOGNITION

The position "Shop Supervisor" is added to the MOU in place of the former Fire Mechanic position. This is concurrent with the hiring of a new Fire Mechanic who will be a General Employee.

ARTICLE 10 SALARY and APPENDIX "A" SALARY PLAN

Considering the new Shop Supervisor position being created, the salary will be based on Captain/EMT salary, with emphasis on it being the monthly rate instead of hourly due to it being a 40-hour position not a 56-hour position.

Sonoma Valley Fire District	Sonoma Professional Firefighters' Association IAFF Local 3593
_____	_____
William Norton, President	Dustin Garcia, President
Date:_____	Date:_____

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SONOMA VALLEY FIRE DISTRICT

AND

SONOMA VALLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION

IAFF LOCAL 3593

FOR THE PERIOD OF

JUNE 27, 2022 THROUGH JUNE 30, 2026

Revised: June 11, 2024

TABLE OF CONTENTS

COVER PAGE	Page 1
TABLE OF CONTENTS	Page 2
DEFINITIONS	Page 3
PREAMBLE	ARTICLE 1, Page 4
RECOGNITION	ARTICLE 2, Page 4
SEVERENCE	ARTICLE 3, Page 4
SOLE AGREEMENT	ARTICLE 4, Page 4
FULL FORCE AND EFFECT	ARTICLE 5, Page 5
ASSOCIATION DUES	ARTICLE 6, Page 5
MANAGEMENT RIGHTS	ARTICLE 7, Page 5
HOURS OF WORK	ARTICLE 8, Page 5
OVERTIME	ARTICLE 9, Page 6
SALARY	ARTICLE 10, Page 6 and APPENDIX 'A', Page 17
HOLIDAYS	ARTICLE 11, Page 7
LONGEVITY PAY PLAN	ARTICLE 12, Page 7
PAY FOR WORK OUT OF CLASSIFICATION	ARTICLE 13, Page 8
RETIREMENT PLAN	ARTICLE 14, Page 8
SICK LEAVE	ARTICLE 15, Page 9
FUNERAL LEAVE	ARTICLE 16, Page 10
VACATION	ARTICLE 17, Page 10
MILITARY LEAVE	ARTICLE 18, Page 11
JURY DUTY	ARTICLE 19, Page 11
SHIFT TRADE	ARTICLE 20, Page 11
HEALTH, DENTAL, VISION INSURANCE	ARTICLE 21, Page 11
LIFE INSURANCE	ARTICLE 22, Page 12
LONG TERM DISABILITY INSURANCE	ARTICLE 23, Page 12
UNIFORMS	ARTICLE 24, Page 13
PROMOTIONS	ARTICLE 25, Page 13
PROBATION	ARTICLE 26, Page 13
PROFESSIONAL STAFFING LEVELS	ARTICLE 27, Page 13
DISCIPLINARY ACTION	ARTICLE 28, Page 14
LAYOFF AND REHIRE	ARTICLE 29, Page 14
GRIEVANCE PROCEDURE	ARTICLE 30, Page 14
REPRESENTATION	ARTICLE 31, Page 15
NON-STRIKE AGREEMENT	ARTICLE 32, Page 15
RULES AND REGULATIONS	ARTICLE 33, Page 15
TERM	ARTICLE 34, Page 15
EXISTING BENEFITS CONTINUED	ARTICLE 35, Page 15
SIGNATURE PAGE	Page 16
APPENDIX 'A'	Page 17

DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.

2. ASSOCIATION - Shall mean the Sonoma Valley Professional Firefighters Association, IAFF Local #3593.

3. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.

4. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District

5. DISTRICT - Shall mean the Sonoma Valley Fire District.

6. EMPLOYEES - Shall mean all District employees who are covered by this Memorandum of Understanding.

7. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.

8. GRIEVANCE – Shall mean any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions.

9. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District.

10. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community.

11. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County Employees Retirement Association.

GENERAL PROVISIONS

ARTICLE 1 PREAMBLE

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

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

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Sonoma Valley Fire District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2021/2022-12.

ARTICLE 2 RECOGNITION

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

Firefighter
Engineer
Fire Captain
Training Officer
Fire Prevention Inspector
Shop Supervisor

2. This recognition is exclusive of (1) management employees, (2) administrative employees, (3) temporary employees, (4) elected officials, (5) contract employees, (6) at will employees, and (7) part-time employees.

3. The District agrees to meet and confer and otherwise deal exclusively with the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et Seq.).

ARTICLE 3 SEVERENCE

1. If any provision of this Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.

2. In the event that any provision of the Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable, the District and Local 3593 agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Memorandum of Understanding.

ARTICLE 4 SOLE AGREEMENT

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.

2. If, during the term of the Memorandum of Understanding, the parties should mutually agree to modify, amend, or alter the provisions of this Memorandum of Understanding in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of

the District and Local 3593. Any such changes validly made shall become part of the Memorandum of Understanding and subject to its terms.

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

ARTICLE 5 FULL FORCE AND EFFECT

1. All wages, hours, and terms and conditions of employment which are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this Memorandum of Understanding, shall remain in full force and effect during the term of this Memorandum of Understanding unless changed by mutual agreement.

2. The District and Local 3593 will abide by the Meyers-Milias-Brown Act where and when it applies to members of Local 3593.

ARTICLE 6 ASSOCIATION DUES

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

ARTICLE 7 MANAGEMENT RIGHTS

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

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

ARTICLE 8 HOURS OF WORK

1. The normal work week for safety personnel shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for safety employees covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.

2. The normal work week for the Training Officer (schedule to be determined by Operations Battalion Chief) Fire Prevention Inspector (schedule to be determined by the Fire Marshall) and Shop Supervisor (schedule to be determined by the Logistics Battalion Chief) is forty (40) hours. (The Training Officer's schedule must include Thursday evenings to accommodate Volunteer drills.)

3. For the efficient operation of the District shift personnel, upon written notification, may be temporarily reassigned by the Chief to a forty (40) hour work week schedule. Reasons for reassignment may include: light duty, as a result of a workers' compensation injury; schools and seminars; special administrative assignment; disciplinary action; or probationary orientation/training. Shift personnel reassigned to a forty (40) hour work week shall continue to accrue all benefits based on the fifty-six (56) hour work week.

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

ARTICLE 9 OVERTIME

1. Overtime hours worked will be compensated by payment as outlined in paragraph (2) and (3) of this Article.

2. Employees who are assigned or required to work hours, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate (e.g. full or partial shift coverage, recall to duty, participation in special projects or details, attendance at schools or training sessions, and as an assigned member of an authorized District committee).

3. Employees who receive compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for all overtime hours worked.

   (a) Employees who are assigned to participate as a member of an authorized District committee, will be compensated a minimum of three (3) hours overtime for those meetings that they attend.

PAY PROVISIONS

ARTICLE 10 SALARY

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

   (a) Year 1 - June 27, 2022: 4% COLA plus 3% shared property tax growth based on 2020-21.

   (b) Year 2 – July 1, 2023: 2% COLA + shared property tax growth from Tax Year 21-22

   (c) Year 3 – July 1, 2024: 2% COLA + shared property tax growth from Tax Year 22-23

   (d) Year 4 – July 1, 2025: 2% COLA + shared property tax growth from Tax Year 23-24

      a. Formula for Shared Property tax growth – The Sonoma Valley Plan: If the property tax estimate realized by the SVFD as of September in each Property Tax Year is more than 3% above the previous year's property tax revenue, the SVFD's salary plan would be increased by 2%. Then for each full 1% percentage increase in property tax that the SVFD realizes over 3%, the SVFD members will receive a .5% additional increase in their annual base salary capped at a maximum of an additional 1%. As an example if the SVFD's property tax growth was 5%, employees would receive a 3% wage increase (2% +.5% +.5%)

   (e) The current Shop Supervisor's salary will initially be set at B Step of the monthly rate of EMT Captain, and advance at the normal step increase schedule.

2. Newly hired employees, to the position of Shop Supervisor, Firefighter, Fire Engineer or Fire Captain class, will become eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.

   (a) Firefighters promoted to Fire Engineer and Fire Engineers promoted to Fire Captain shall serve in the initially assigned Step, and all succeeding Steps, for a period of one (1) year based on the anniversary date of promotion.

3. Advancement to the next pay Step will be based on a satisfactory performance evaluation and Fire Captains must also successfully complete an administrative assignment (s). All wage, step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.

4. Notwithstanding contractual overtime requirements set forth in this MOU, the FLSA overtime threshold for the District's 28-day 207(k) work period is 212 hours. FLSA overtime is based on hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's hours worked during the 28-day work period exceed 212.

ARTICLE 11 HOLIDAYS

1. Recognized Holidays include:

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

The Shop Supervisor is normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

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

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

2. Fire Captains, Fire Engineers, Firefighters, Training Officer, and Fire Prevention Inspector shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:

- 12 hours of pay per holiday not to exceed one hundred and sixty-eight (168) hours per year.

(a) Holiday pay will be paid to employees in the pay period when the Holiday occurs.

3. The Shop Supervisor working a forty (40) hour week schedule will be given the holiday off.

4. Employees who are on duty on either a holiday or Sunday will follow the holiday routine outlined in the District procedures, which shall include:

- Daily apparatus and equipment check.
- Normal station duties and routine for cleanliness.
- Emergency equipment repair.
- Response to incidents.
- Completion of all required forms and reports.

ARTICLE 12 LONGEVITY PAY PLAN

1. Effective January 1, 2006, the Educational Incentive Program is replaced by the Longevity Pay Plan.

2. The District agrees to pay Longevity Pay to all represented employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

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

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

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

ARTICLE 13 PAY FOR WORK OUT OF CLASSIFICATION

1. An employee who is assigned by the Chief or his/her designee to perform the duties of a higher classification shall be paid at the rate of that higher classification at A Step.

2. The District reserves the right to utilize Management or Administrative staff to cover stations when personnel are attending day time schools, training sessions, meetings and similar events.

ARTICLE 14 RETIREMENT PLAN

1. The retirement plan in effect on the effective date of this Memorandum of Understanding for employees covered by the Memorandum of Understanding will remain in effect for the duration of this Memorandum of Understanding, unless the parties, as herein below provided, agree otherwise.

2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.

3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.

    a. For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:

        - Plan "A" (Legacy) Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.
        - "Plan A" (Legacy) Non-safety Employees shall be responsible for 100% of the age-based contribution rate, not to exceed 8%.
        - Employer will pay all contributions in excess of 12% on behalf of Plan "A" (Legacy) Safety Employees and in excess of 8% for Plan "A" (Legacy) Non-safety Employees.

4. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 50 to the 3% at age 50 formula (Plan A Legacy). The plan for non-safety employees provides 3% at age 60 (Plan A Legacy).

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

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

ARTICLE 15 SICK LEAVE

1. Fire Captains, Fire Engineers and Firefighters working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven (7) hours per pay period, equaling 7.59 shifts (182 hours) annually.

    a. The Training Officer, Fire Prevention Inspector, and Shop Supervisor working a forty (40) hour schedule shall accrue sick leave at the rate of five (5) hours per pay period, equaling sixteen and one-quarter (16.25) eight (8) hour days (130 hours) annually. This is a conversion factor of .714285714 compared to the 56-hour accrual rate

5. Sick leave shall start being accrued at the beginning of the probationary period.

6. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows:

    (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) will be applied towards service credit with SCERA.

    (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.

6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty-four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.

7. Sick leave may be utilized for any statutory purpose listed in Labor Code Section 246.5. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. Refer to District criteria and procedures on sick leave usage.

8. Employees shall be entitled to use ten (10) eight-hour days or six (6) shifts of their sick leave during the year for the purposes and criteria set forth in Labor Code Sections 233 and 246.5.

9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term illness, injury or incapacitation is to be submitted to the Chief for consideration.

10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate and must be used during the calendar year in which it is granted.

11. When applicable, "Federal Family Medical Leave, California Family Rights Act leave and California Pregnancy Disability Leave Act" runs concurrently with sick leave.

12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

ARTICLE 16 FUNERAL LEAVE

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

2. Substantiation of the death may be required by the Chief.

3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

ARTICLE 17 VACATION

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

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

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

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

3. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.

4. Employees accrue vacation leave on a per pay-period basis (26 pay periods annually).

5. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.

   (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.

6. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.

7. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.

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

ARTICLE 18 MILITARY LEAVE

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

ARTICLE 19 JURY LEAVE

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

ARTICLE 20 SHIFT TRADE

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

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

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2018, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Sonoma County affiliated Delta Dental Plan, and Vision Service Plan.

   (a) Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.

2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.

   (a) Employees who choose a health plan that exceeds the limits set herein, will be required to pay the difference in premium through payroll deduction.

3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.

4. The District also provides, at no cost to the employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.

5. Effective June 28, 2021, the District agrees to provide employees covered by this Agreement with $1200.00 per year in deferred compensation, to be paid at the rate of $100.00 per month to the current 457 plan provider to offset the costs of health, dental and vision care insurance benefit plans at retirement. It is understood that the $100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at $50.00 over 24 pay periods.

6. **Employees hired prior to January 1, 2006**: When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's and the employee's eligible dependents' health, dental, and vision care insurance benefit

plans. This provision includes only those types of health, dental, and vision care plans in effect and at the benefit levels provided at the time of retirement and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty percent (40%) plan contribution, the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

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

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

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

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

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

10. Health Insurance Opt-Out

    (a) Proof of Existing Alternative Equivalent Coverage

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

    (b) Opt-Out Rate

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

ARTICLE 22 LIFE INSURANCE

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

ARTICLE 23 LONG-TERM DISABILITY INSURANCE

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

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

ARTICLE 24 UNIFORMS

1. All employees in this representation unit who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:

   (a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.

   (b) Dress uniform, white shirt and black tie, as needed, each five (5) years.

2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.

3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph (A-1) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.

4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

ARTICLE 25 PROMOTIONS

1. All positions shall be filled per the “Personnel Selection and Hiring Rules.” Promotional examinations shall be first offered to qualified employees per Section 502.1 of the “Personnel Selection and Hiring Rules.” Only in the event that there are no qualified employees, or none of those qualified successfully pass the promotional examination process, shall recruitment be open to candidates outside the Sonoma Valley Fire District.

2. The District and Employees have entered into a Career Development plan. All candidates must meet the requirements stipulated in the Sonoma Valley Fire District’s “Career Development Guide.”

ARTICLE 26 PROBATION

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

2. All employees promoted to a higher classification shall serve a twelve (12) month probationary period.

ARTICLE 27 PROFESSIONAL STAFFING LEVELS

District station staffing will meet the following criteria:

1. If an overtime shift becomes available, IAFF Local 3593 will have “First Right of Refusal.” Local 3593 members will make every effort to maintain the professional staffing level of two (2) professional firefighters on each staffed ambulance, and three (3) professional firefighters on each staffed engine company that is funded by the District. This does not include the City’s funded engine company, which shall remain at a professional staffing level of two (2).

   (a) In the event that professional coverage cannot be attained, the shift relief time will be offered to Management or Administrative Staff and a qualified group of Volunteer Firefighters.

(b) Should Management or Administrative Staff or qualified Volunteer Firefighters not be available to fill the shift relief time, subject coverage will revert back to Local 3593 to fill.

2. Under supervision of Management, Local 3593 members currently manage the overtime relief program.

3. Qualifications for Volunteer Firefighters to work shift relief will be established by representatives of Management and IAFF, Local 3593, with final approval of the Fire Chief.

4. The District reserves the right to utilize management and administrative staff to cover day time hours, 0730 hours to 1700 hours, as the need arises. (This could be due to on-duty attendance of seminars/schools and unexpected absences that might occur during the course of the day.)

ARTICLE 28 DISCIPLINARY ACTION

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

ARTICLE 29 LAYOFF AND REHIRE

1. A District employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority, either department or classification, shall be based on the respective position each employee was assigned on the eligibility list (i.e., the employee highest on the eligibility list will be accorded the most seniority).

   (a) For City of Sonoma employees who transitioned into the District prior to January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.

2. If the need for layoff does arise, said layoff shall come first from the employee with the least departmental seniority regardless of rank.

   (a) If the City of Sonoma ends its relationship with the Sonoma Valley Fire District, all Fire District employees hired prior to December 31st 2011 shall retain their position with the District.

3. If there should be a reduction from the officer classification, the employee with the least seniority within that classification may displace an employee within the firefighter classification provided that employee has less departmental seniority than the employee who is being removed as an officer.

4. No new employees shall be hired until the laid-off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules," has elapsed from the date of lay off.

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

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

ARTICLE 30 GRIEVANCE PROCEDURE

1. Definition: A grievance is any dispute that involves the interpretation or application of any provisions of this Memorandum of Understanding: disciplinary action, or rules, regulations, resolutions, ordinances, and existing practices that govern personnel practices and working conditions.

2. A grievance shall be processed in the following manner:

(a) The Firefighters' Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exits. If in its opinion no grievance exists, no further action is necessary. This does not limit the rights of the individual employee to pursue the grievance on their own.

(b) If a grievance does exist, they shall within fifteen (15) business days after the event or at such time that they became aware that a grieve-able event occurred, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.

(c) If within fifteen (15) business days after submission to the Chief, the grievance has not been settled, it shall then be submitted to the President of the Board of Directors' "Personnel Committee" for adjustment.

(d) If within fifteen (15) business days after submission to the "Personnel Committee" the grievance has not been settled, the District hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.

(e) A "Class Action Grievance" may be filed and pursued by any employee or the Association.

(f) The Association or individual employee shall have the right to representation at any or all steps of the grievance process.

ARTICLE 31 REPRESENTATION

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

ARTICLE 32 NON-STRIKE AGREEMENT

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

ARTICLE 33 RULES AND REGULATIONS

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

ARTICLE 34 TERM

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

ARTICLE 35 EXISTING BENEFITS CONTINUED

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

2. Neither party hereto waives the right, in future negotiations, to raise or urge additions, amendments, revisions, deletions, or other changes to any provisions herein.

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

Sonoma Valley Professional Firefighters' Association, IAFF Local 3593

By_____
Dustin Garcia, President Date

Sonoma Valley Fire District

By_____
William Norton, President Date

By_____
Maci Jerry, Clerk Date

APPENDIX 'A' SALARY PLAN

June 27, 2022 through June 30, 2026
Revised: June 6, 2024

All Classifications reflect salary increase or modification as follows:

Shop Supervisor

		Step A	Step B	Step C	Step D	Step E
July 1, 2024	Monthly:	10,052	10,354	10,668	10,987	11,315
	Hourly:	57.99	59.74	61.55	63.39	65.28
July 1, 2025	Monthly:	10,254	10,561	10,882	11,206	11,541
	Hourly:	59.16	60.93	62.78	64.65	66.58

Firefighter

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly:	6,784	6,989	7,200	7,412	7,633
	Hourly:	27.88	28.72	29.59	30.46	31.37
Medic	Monthly:	7,125	7,337	7,558	7,784	7,994
	Hourly:	29.28	30.15	31.06	31.99	32.85
July 1, 2023	*Monthly:*	7,122	7,339	7,560	7,782	8,015
	Hourly:	29.27	30.16	31.07	31.98	32.94
Medic	*Monthly:*	7,480	7,704	7,935	8,174	8,393
	Hourly:	30.74	31.66	32.61	33.59	34.49
July 1, 2024	*Monthly:*	7,478	7,706	7,938	8,171	8,417
	Hourly:	30.73	31.67	32.62	33.58	34.59
Medic	*Monthly:*	7,855	8,088	8,332	8,582	8,811
	Hourly:	32.28	33.24	34.24	35.27	36.21
July 1, 2025	*Monthly:*	7,626	7,860	8,096	8,334	8,585
	Hourly:	31.34	32.30	33.27	34.25	35.28
Medic	*Monthly:*	8,013	8,249	8,497	8,755	8,986
	Hourly:	32.93	33.90	34.92	35.98	36.93

Engineer

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly:	7,869	8,103	8,344	8,597	8,852
	Hourly:	32.34	33.30	34.29	35.33	36.38
Medic	Monthly:	8,259	8,509	8,765	9,025	9,295
	Hourly:	33.94	34.97	36.02	37.09	38.20
July 1, 2023	Monthly:	8,264	8,509	8760	9,028	9,295
	Hourly:	33.96	34.97	36.00	37.10	38.20
Medic	Monthly:	8,672	8,935	9,203	9,475	9,760
	Hourly:	35.64	36.72	37.82	38.94	40.11
July 1, 2024	Monthly:	8,677	8,935	9,198	9,480	9,760
	Hourly:	35.66	36.72	37.80	38.96	40.11
Medic	Monthly:	9,106	9,383	9,663	9,950	10,249
	Hourly:	37.42	38.56	39.71	40.89	42.12
July 1, 2025	Monthly:	8,850	9,113	9,383	9,670	9,955
	Hourly:	36.37	37.45	38.56	39.74	40.91
Medic	Monthly:	9,288	9,570	9,855	10,149	10,454
	Hourly:	38.17	39.33	40.50	41.71	42.96

Captain

		Step A	Step B	Step C	Step D	Step E
June 27, 2022	Monthly:	9,118	9,390	9,675	9,965	10,264
	Hourly:	37.47	38.59	39.76	40.95	42.18
Medic	Monthly:	9,575	9,860	10,159	10,461	10,777
	Hourly:	39.35	40.52	41.75	42.99	44.29
July 1, 2023	Monthly:	9,573	9,860	10,159	10,463	10,777
	Hourly:	39.34	40.52	41.75	43.00	44.29
Medic	Monthly:	10,055	10,354	10,668	10,984	11,315
	Hourly:	41.32	42.55	43.84	45.14	46.50
July 1, 2024	Monthly:	10,052	10,354	10,668	10,987	11,315
	Hourly:	41.31	42.55	43.84	45.15	46.50
Medic	Monthly:	10,558	10,872	11,201	11,534	11,882
	Hourly:	43.39	44.68	46.03	47.40	48.83
July 1, 2025	Monthly:	10,254	10,561	10,882	11,206	11,541
	Hourly:	42.14	43.40	44.72	46.05	47.43
Medic	Monthly:	10,770	11,089	11,425	11,765	12,120
	Hourly:	44.26	45.57	46.95	48.35	49.81

Paramedic Differential:

1. Effective July 1, 2017, employees who maintain paramedic certification will receive a 5% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.

2. The District shall provide reimbursement, with approval of the Chief, for expenses incurred for Continuing Education training as follows:

   (a) A Continuing Education maintenance allowance program will contain the following points:

   - Each paramedic will receive $300.00 per year for the purpose of defraying costs in attaining Continuing Education credit. The funds will be distributed in December.
   - Employees will not be eligible for a scheduled Continuing Education maintenance allowance unless they had completed at least six months of full-time regular employment.
   - Overtime will not be paid for time spent gaining Continuing Education credit.
   - Upon receipt, it will be the sole responsibility of the employee to manage these funds to ensure that Continuing Education costs were defrayed. This will include choosing which Continuing Education opportunities to participate in.

Training Officer

1. The Training Officer (Fire Captain) will receive a 10% differential based on the employee's current pay step. This differential will be added to the hourly rate of pay.

2. Overtime opportunities for the Training Officer:

   (a) The Training Officer may sign up for Overtime to cover shift vacancies. Shift coverage OT shall not interfere with the Training Officer's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the top-step, 56-hour Captain's rate.

(b) The Training Officer, if qualified, will have the first opportunity to fill BC Overtime among qualified Fire Captains. BC coverage OT will be compensated at BC Step B salary.

(c) Strike Team and Overhead opportunities will be addressed on a case-by-case basis within the existing policy. Strike team and overhead assignments will be compensated at the top step, 56-hour Fire Captain's rate, as specified in the annual OES salary submittal.

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

Fire Prevention Inspector

1. The Fire Prevention Inspector will receive a 10% differential based on the employee's current rank and pay step. This differential will be added to the hourly rate of pay.

2. Overtime opportunities for the Fire Prevention Inspector:

(a) The Fire Prevention Inspector may sign up for Overtime to cover shift vacancies in their current rank or acting qualification. Shift coverage OT shall not interfere with the Fire Prevention Officer's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current rank and step in the 56-hour salary range.

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

3. The Fire Prevention Inspector will be assigned an SVFD vehicle in accordance with the take home vehicle policy.

40 Hour per week Firefighter Permanent Assignment

1. 40-hour FF will receive an hourly rate consistent with the monthly salary identified in the salary schedule for shift Firefighters. The 40-hour FF will receive a 3% differential as compensation in lieu of FLSA pay.

2. The 40-hour FF will accrue the same rates of vacation as the Training Officer and the Fire Mechanic.

3. The 40-hour Firefighter's work week schedule shall be determined by the Operations Chief.

4. Shift coverage OT shall not interfere with the 40-hour Firefighter's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current step of the shift Firefighter's rate.

Resolution No: 2023/2024-10
Dated: June 11, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, APPROVING THE RECLASSIFICATION OF FIRE MECHANIC TO SHOP SUPERVISOR AND SIDE LETTER OF AGREEMENT BETWEEN THE SONOMA VALLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 3593, AND THE SONOMA VALLEY FIRE DISTRICT

WHEREAS, the Board of Directors of the Sonoma Valley Fire District, approved Resolution 2021/2022-14, dated June 14, 2022, therein implementing the salary and benefit schedule of the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593 covered by the Memorandum of Understanding effective June 27, 2022 through June 30, 2026; and

WHEREAS, representatives of the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, have since met and conferred with the District regarding the reclassification of the Fire Mechanic position to Shop Supervisor; and

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

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors approves the reclassification of Shop Supervisor, effective June 24, 2024, and the Side Letter of Agreement to revise Article 2, Article 10, and Appendix 'A' of the Memorandum of Understanding effective June 24, 2024 through June 30, 2026.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire Protection District this 11th day of June 2024, on regular roll call vote of the members of said Board:

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

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

_____
William Norton, President

ATTEST:

_____
Maci Bettencourt, Clerk

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
10e	Fire Chief, Steve Akre

Agenda Item Title

Approve funding for the purchase of a new Vegetation Management Coordinator vehicle.

Recommended Actions

Approve funding

Executive Summary

We are requesting the approval to purchase a new 2024 Ford Maverick from Ron DuPratt Ford for use by the Fire Prevention Bureau. This acquisition will add a vehicle to our fleet, and we will use fire impact fees to finance this vehicle due to the increased capacity it brings to our fleet. Considering the ongoing supply chain issues and the lead time for receiving a new vehicle, we request the Board's approval for this purchase at the earliest opportunity. The attached quote from Ron DuPratt Ford is $31,120.90. We are asking for a total allocation of $35,000 to cover the cost of outfitting the vehicle with a radio and vehicle lettering/striping.

Alternative Actions

Decline to commit to contract process or suggest alternatives.

Strategic Plan Alignment

1B-Implement the improvements and replacements needed to ensure safe and efficient operations of the fleet.

1C- Provide and maintain necessary tools and equipment to allow for effective operations.

Fiscal Summary – FY 23/24

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$35,000	Fees/Other	$ 35,000
	$	Use of Fund Balance	$
	$	Contingencies	$
		Grants	$
Total Expenditure	**$ 35,000**	**Total Sources**	**$ 35,000**

Narrative Explanation of Fiscal Impacts (if required)

We have adequate funds available to make this purchase from the Capital Equipment Fund or Fire Impact Fee.

Attachments

1. Ron Dupratt Ford Quote

Ron DuPratt Ford
"YOUR MONEY GOES FURTHER IN DIXON!"

Corporate Address:
1320 North First Street
Dixon, CA 95620

QUOTE

GOOD FOR 5 DAYS

Customer

Name CITY OF SONOMA
Address #1 THE PLAZA
City SONOMA State CA ZIP 95476
Phone

Misc

Date 5/30/2024
INVOICE #

QUANTITY	DESCRIPTION					TOTAL
1	2024 MAVERICK HYBRID					$ 28,435.00
1	DOC FEE					$ 85.00
1	SALES TAX 9%					$ 2,559.15
1	ELECTRONIC FILING FEE	DMV				$ 33.00
1	CA TIRE FEE					$ 8.75
					TOTAL	$ 31,120.90

Comments: **PLEASE REMIT TO:**

MIKE ANGIUS, COMMERCIAL ACCOUNTS 707-693-6117
MIKE.ANGIUS@DUPRATTFORD.COM

Sonoma Valley Fire District

Board of Directors Meeting

Agenda Item Summary

June 11, 2024

Agenda Item No.	Staff Contact
11a	Steve Akre, Fire Chief

Agenda Item Title

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

Recommended Actions

Review Draft Concurrent Resolution

Executive Summary

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

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

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

Alternative Actions

Deny or suggest modifications to resolution

Strategic Plan Alignment

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

Fiscal Summary – FY 24/25

Expenditures		Funding Source(s)	
Budgeted Amount	$	District General Fund	$
Add. Appropriations Reqd.	$	Fees/Other	$
	$	Use of Fund Balance	$
	$	Contingencies	$
		Grants	$
Total Expenditure	**$**	**Total Sources**	**$**

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Draft Resolution 2024/2025-01

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

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

WHEREAS, the Boards of Directors of Sonoma Valley Fire District ("SVFD") and the Kenwood Fire Protection District ("KFPD"), both located in Sonoma County, California, desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code ("Cortese-Knox-Hertzberg Act"), with the Local Agency Formation Commission of the County of Sonoma ("Sonoma LAFCO") for the reorganization of the Parties as specified herein; and

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

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

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

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

WHEREAS, the Proposed Reorganization is consistent with the amended spheres of influence of the Parties, based on specific determinations in Sonoma LAFCO Resolution No. 2717, adopted on November 6, 2019; and

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

a. The name of the Reorganized District shall remain the "Sonoma Valley Fire District".

b. The Reorganized District is intended to achieve greater economy and efficiency in providing fire protection and emergency services. The Parties have determined that the Proposed Reorganization is in the best interest of the Parties in order to provide better services to the residents of the Reorganized District.

DRAFT

c. Pursuant to the provisions of California Health and Safety Code §13842 and Government Code section 56866(n), Reorganized District shall continue to be governed by a seven (7) member Board of Directors, subject to District-wide election.

d. All assets, unrestricted, restricted or fiduciary, held by the Parties shall be transferred to and become assets of the Reorganized District. The Reorganized District shall be the successor agency to the Parties.

e. The Parties shall enter into a property tax allocation agreement to transfer the KFPD property tax allocation to SVFD for funding of the Reorganized District.

f. The Parties request a determination by Sonoma LAFCO that the initial appropriation limit for the Reorganized District shall be at least the total of the combined existing appropriation limits of SVFD and KFPD, as well as the anticipated increased tax collections projected from the extension of the SVFD's special taxes throughout the Reorganized District.

g. All liabilities of the Parties shall be transferred to and become liabilities of the Reorganized District.

h. The effective date of the Proposed Reorganization shall be the date of recordation of the certificate of completion of reorganization as provided by Government Code section 57200 et seq.

i. Distribution of Services: The Board of Directors of the Reorganized District will authorize an annual work plan for services throughout the Reorganized District; and

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

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

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

1. The foregoing recitals are true and correct and are adopted as set forth herein.

2. Sonoma LAFCO is requested to undertake proceedings for the Proposed Reorganization and approve the reorganization Petition according to the terms and conditions stated above pursuant to the Cortese-Knox-Hertzberg Act.

DRAFT

3. The President of the Board of Directors of each Party is authorized and directed to execute this Concurrent Resolution and any other documents as Sonoma LAFCO may reasonably request to accomplish the Proposed Reorganization initiated by this Concurrent Resolution, with an anticipated completion date of July 1, 2025.

4. The Fire Chief of the Sonoma Valley Fire District, and/or his designee, shall be, and is hereby, authorized and directed to perform any and all acts required to complete the Proposed Reorganization initiated by this Concurrent Resolution, including, but not limited to, preparation and coordination of the reorganization Petition to Sonoma LAFCO, and preparation and filing of Notice of Exemption with the County Clerk in accordance with the provisions of CEQA and the State CEQA guidelines.

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

KENWOOD FIRE PROTECTION DISTRICT:

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

President Doss	Aye_____	No_____	Absent_____
Vice President Uboldi	Aye_____	No_____	Absent_____
Director Atkin	Aye_____	No_____	Absent_____
Director Cooper	Aye_____	No_____	Absent_____
Director Moretti	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the President declared the foregoing Resolution adopted, and

SO ORDERED:

_____
Daymon Doss, President

ATTEST:

_____
Tony Ghilsa, Clerk

SONOMA VALLEY FIRE DISTRICT:

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

President Norton	Aye____	No_____	Absent_____
Vice President Atkinson	Aye____	No_____	Absent_____
Treasurer Johnson	Aye____	No_____	Absent_____
Director Brady	Aye____	No_____	Absent_____
Director Emery	Aye____	No_____	Absent_____
Director Leen	Aye____	No_____	Absent_____
Director Greben	Aye____	No_____	Absent_____
Vote:	Aye____	No_____	Absent_____

WHEREUPON, the President declared the foregoing Resolution adopted, and

SO ORDERED: **ATTEST:**

_____ _____

William Norton, President Maci Bettencourt, Clerk

DRAFT