



**Sonoma County Fire District Board of Directors
Special Board Meeting Agenda**
Pursuant to the Governor of California's Executive Order N-25-20
Dated March 12, 2020
This special meeting will occur via teleconference.
605-313-5111 access code #958365
March 17, 2020 Time: 5:00 p.m.
Location: Fire Station 1 - 8200 Old Redwood Hwy. Windsor

The Board meeting agenda and all supporting documents are available for public review at 8200 Old Redwood Highway, Windsor, CA, 72 hours in advance of a scheduled board meeting. Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 8200 Old Redwood Hwy, Windsor, during normal business hours and on the website at www.sonomacountyfd.org. Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

President Nelson

Vice President Klick

Director So

Secretary/Treasurer Tognozzi

Director Hamann

Director Treanor

Director Briare

OPEN TIME FOR PUBLIC COMMENT ON SPECIAL MEETING AGENDA ITEMS ONLY

(Three-minute time limit)

This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda. Items that appear to warrant a lengthier presentation or Board consideration may be placed on the agenda for discussion at a future meeting.

ACTION ITEMS

1) RESOLUTION 2020-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ADOPTING COMPENSATION AND BENEFITS FOR THE ADMINISTRATIVE STAFF
Staff recommends the Board shall adopt compensation and benefits for administrative staff which includes new positions in the organizational chart.

2) RESOLUTION 2020-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ADOPTING COMPENSATION AND BENEFITS FOR THE BATTALION CHIEFS
Staff recommends the Board shall adopt compensation and benefits for the Battalion Chiefs.

3) RESOLUTION 2020-03 A RESOLUTION BETWEEN CAL OES AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, DESIGNATION OF APPLICANT'S STATE AGENT RESOLUTION FOR NON-STATE AGENCIES

Staff recommends the Board shall adopt resolution 2020-03 which will allow the district to receive federal financial assistance for disasters for open claims and claims in the future 3 years.



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- 4) **RESOLUTION 2020-04 A RESOLUTION ADOPTING SONOMA COUNTY FIRE DISTRICT ORDINANCE 2020-01- DISTRICT FIRE CODE**
- 5) **CONSIDERATION OF DISTRICT PROCLAMATION**

COMMUNICATIONS

ADJOURNMENT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT OF SONOMA COUNTY, APPROVING A DOCUMENT DESCRIBING COMPENSATION AND BENEFITS FOR ADMINISTRATIVE STAFF

WHEREAS the Board of Directors of the Sonoma County Fire District ("District") periodically considers compensation and benefits for its administrative staff, including the Finance Manager, Executive Assistant, Administrative Assistant, Benefits Administrator, Accounting Support, Fire Inspector and Public Education Officer.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby approves the document attached hereto as Exhibit "A" and incorporated herein, describing compensation and benefits for the Administrative Staff for a period commencing March 1, 2020 and remaining in effect until any amendments are agreed upon; and

BE IT FURTHER RESOLVED that the Board of Directors of the District directs its President to implement and administer the provisions set forth in Exhibit "A."

The above and foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted by the following vote:

Director Klick ____, Director Nelson ____, Director Treanor ____,
Director Tognozzi ____, Director Briare ____, Director Hamann ____,
Director So ____

AYES ____ NOES ____ ABSENT/NOT VOTING ____

WHEREUPON, the President declared the foregoing resolution adopted and **SO ORDERED**

Attested:

Signature: _____
Kathy Washington- Secretary of the Board

Administrative Miscellaneous Staff



COMPENSATION & BENEFITS

Effective Date: March 2020

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INTRODUCTION

This document reflects the salary, benefits, and working conditions for the full-time*** non-safety, miscellaneous employees unless otherwise covered under individual employment agreements.

Miscellaneous Employees include:

- Executive Assistant
- Finance Manager¹
- Benefits Administrator
- Accounting Support
- Administrative Assistant
- Fire Inspector
- Public Education Officer

EFFECTIVE DATE

March 2020

EMPLOYMENT STATUS, WORK PERIODS, SALARIES, OTHER COMPENSATION

Employment Status

Position	Typical Work Week	Work Status
Executive Assistant	40 / Week	Salary/Exempt
Finance Manager	40 / Week	Salary/Exempt
Benefits Administrator	40 / Week	Hourly/Non-Exempt
Accounting Support	40 / Week	Hourly/Non-Exempt
Administrative Assistant	40 / Week	Hourly/Non-Exempt
Fire Inspector	40 / Week	Hourly/Non-Exempt
Public Education Officer	40 / Week	Hourly/Non-Exempt

Work Periods

Miscellaneous employees are assigned a routine work from 8:00 AM to 5:00 PM with a 1-hour lunch breaks, a 15-minute break in the morning, and a 15-minute break in the afternoon. Fire Inspectors work a 5-day/8-hour work schedule, 8:00 AM to 5:00 PM.

Executive Assistant and Finance Manager work a 5-day/8-hour work schedule, typically 8:00 AM to 5:00 PM. The Executive Assistant and Finance Manager may vary their arrival and/or departure times (and other times during the workday) upon the approval from the Fire Chief and/or his/her designee. (Flex schedule). Fire inspectors may be required to work an after hours on-call period.

¹ Currently under contract. Individual contracts supersede items outlined in this agreement.

Salaries

Salaries are set for in the salary scheduled attached to this document as Appendix A.

Overtime Pay

Miscellaneous employees shall receive time and one-half (1.5) for all overtime worked. This includes overtime for meetings and classes required by the District. Overtime is based on the employees' base hourly rate. Overtime will only be approved for work that is not currently compensated by any other compensatory tool. The Executive Assistant may take flex time.

Mandated Staffing Periods Pay

All district staff may be subject to emergency recall or may be summoned back to work by the fire chief during an emergency (aka: "mandatory call back") and/or when declared a disaster worker. All district staff including those exempt from overtime shall be compensated hour for hour beginning with the initiation of the mandatory staffing period to the release of staff after mandatory staffing periods and shall receive time and one-half (1.5) for emergency recall hours outside normal work hours.

On Call / Stand-by Pay

Fire Inspectors who are assigned an on-call after normal business hours ("on call fire inspector") shall receive \$100 per day stipend and shall receive time and one-half (1.5) portal to portal for a call out initiated by the incident commander. Overtime will be rounded to the nearest hour with a two-hour minimum. While on call, the on-call fire inspector shall be fit for regular duty and be able to respond to the district boundary within 30 minutes.

On-call fire inspectors shall be assigned a District vehicle when assigned on-call and shall be able to respond within 30 minutes. The on-call inspector may use the assigned vehicle for incidental personal use while serving as on-call fire inspector. Fire inspectors shall respond after hours to urgent issues only and only upon the request of the on-duty battalion chief or fire marshal.

Jury Duty

In the event of a jury summons, no deduction will be made from the salary of any employee while serving on jury duty. Employee is to return to work immediately following a release from jury duty if jury duty concludes during a work period.

RETIREMENT

Deferred Compensation

The District will contribute dollar for dollar to match towards the employee's contribution (PERS 457) plan, provided the employee contributes at least the equal amount per month to his/her deferred compensation plan.

Executive Assistant	\$300
Finance Manager	\$300
All others:	\$200

Retirement Benefits

Retirement benefits for all employees covered in this agreement shall be provided by the California Public Employees' Retirement System (CalPERS). The retirement formula shall be 2.7 percent @ 55 (Classic). New CalPERS members 2.7 percent @ 57. Employee pays 100% percent employee contribution.

In lieu of the CalPERS Sick Leave Credit, the employee may choose to have the District pay the employee twenty-five percent (%) of all unused sick leave accrued by the employee at the time of retirement based on the employee's hourly rate of pay inclusive of applicable incentives.

PAID TIME OFF

Sick Leave

Miscellaneous employees shall accumulate sick leave at the rate of eight (10) hours per month up to and including the fifteenth (15th) year of service. The accrual rate shall increase to sixteen (16) hours per month beginning with the sixteenth (16th) year of service. Upon the anniversary date of the employee, any accrued time in the excess of 2310 hours shall be removed and the employee shall receive twenty-five percent (25%) of the employee's hourly rate of pay, exclusive of applicable incentives, for the hours removed. The district may request a doctor's note for four (4) or more consecutive sick days.

Bereavement Leave

Miscellaneous employees shall be allowed up to three (3) consecutive days in the event of a death in the immediate family, which shall include the employees' existing spouse, child, step or foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, step parents, foster parents, or any close relative residing in the employee's household.

The District may, at its discretion, approve a request for additional time off as bereavement leave where out-of-state travel is required or when an employee's emotional condition so warrants. Any such requests, if granted, shall be deducted from the employee's accrued sick leave. The Fire Chief may require substantiation of the death. Bereavement leave applies only in instances where 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.

Vacation

Miscellaneous employees receive vacation hours are earned as follows:

1-3 years	80 hours
4-7 years	120 hours
8-11 years	160 hours
12-15 years	200 hours
16 or greater	240 hours

Maximum Allowable Accumulated Vacation

Employees accrue vacation monthly. On the employee's anniversary date employees may have accrued hours carried over to the next year or be paid at the employee's hourly rate of pay, exclusive of incentives, for any accrued vacation. Accrued vacation hours more than the amount accrued in two (2) years shall be paid out upon the employee's anniversary date.

Holidays

Miscellaneous employees recognize the following holidays, plus one "floating holiday". If the Holiday falls on a weekend day, the following Monday can be taken off.

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve
Floating Holiday	Christmas Day

Administrative Leave

The Executive Assistant and Finance Manager shall receive sixty (60) hours of administrative leave per calendar year. Administrative leave hours do not transfer year to year and do not hold cash value.

BENEFITS

Medical Insurance

All qualified employees and their legal dependents and domestic partners, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.

Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

- Employee with no dependents \$788/month
- Employee with 1 dependent \$1576/month
- Employee with 2 or more dependents \$2045/month

The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed in item A.2 above and the actual cost of the plan selected. Any difference shall be deducted monthly from the employee's pay.

The District offer an I.R.S. Section 125 Plan for the portion of the premiums for medical benefits that are the responsibility of the employee to pay.

Dental Insurance

All qualified employees and their dependents are eligible to participate in a group dental plan selected by the District. The District shall pay \$153 of the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the Plan. Once the premium for the basic plan increases to more than \$153 the District cap shall become 100% of the basic dental plan premium.

Vision Insurance

All qualified employees and their dependents are eligible to participate in a group vision care plan selected by the District. The District shall pay \$9.00 of the actual premium charged by the approved

vision insurance provider for providing coverage to the employees and their dependents under the terms of the Plan.

Life Insurance

All qualified employees are eligible to participate in the life insurance program selected by the District. The District shall pay 100% of the premium for the selected plan. Employees may choose higher coverage at the expense of the employee for the difference.

Long Term Disability Insurance

All qualified employees are eligible to participate in the District’s disability insurance program through CSFA. The District shall pay 100% of the actual premium charged under the terms of the program.

CSFA Membership

The District will pay 100% of CSFA dues for all employees.

MANAGEMENT RIGHTS

The district, on its own behalf and on the behalf of the taxpayers of the District, hereby retains and reserves the right, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of California and the United States including but without limiting the generality of the foregoing the right.

OTHER PROVISIONS

Uniforms / Apparel

Apparel: District apparel including one polo shirt, pullover sweater, tee shall be provided initially to all staff, then supplied/updated as needed.

Uniform: Three sets of uniform pant, shirts, and tees shall be provided initially to all Fire Inspectors, then supplied as needed. Fire inspectors shall also receive work boots initially, then \$350 annually for each Fire Inspector to purchase new boots in accordance with district policy. There is no carry over or cash value.

Auto Operating Reimbursements

The district shall reimburse the employee for any use of his personal vehicle when used for district business. Reimbursement shall be for millage at the current IRS millage rate. Fire Inspectors will be assigned a district owned and maintained vehicle for use while conducting district business.

Continuing Education / Tuitions

Miscellaneous employees are eligible for education reimbursements up to a maximum of \$600 a year for work related education.

**Appendix A
Salary schedule**

Salary Schedule for miscellaneous employees, January 1, 2019.

Position	Step 1	Step 2	Step 3
Executive Assistant	\$94,543	\$99,270.15	\$104,233.66
Finance Manager	\$94,543	\$99,270.15	\$104,233.66
Benefits Administrator	\$67,000	\$70,350.00	\$73,867.50
Accounting Support	\$67,000	\$70,350.00	\$73,867.50
Administrative Assistant	\$67,000	\$70,350.00	\$73,867.50
Fire Inspector	\$35.00 hr.	\$36.05 hr.	\$37.85 hr.
Public Education Officer	\$26.00 hr.	\$27.30 hr.	\$28.67 hr.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT OF SONOMA COUNTY, APPROVING A DOCUMENT DESCRIBING COMPENSATION AND BENEFITS FOR BATTALION CHIEFS

WHEREAS the Board of Directors of the Sonoma County Fire District ("District") periodically considers compensation and benefits for its Battalion Chiefs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby approves the document attached hereto as Exhibit "A" and incorporated herein, describing compensation and benefits for the Battalion Chiefs for a period commencing March 1, 2020 and remaining in effect until any amendments are agreed upon; and

BE IT FURTHER RESOLVED that the Board of Directors of the District directs its President to implement and administer the provisions set forth in Exhibit "A."

The above and foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted by the following vote:

Director Klick ____, Director Nelson ____, Director Treanor ____,
Director Tognozzi ____, Director Briare ____, Director Hamann ____,
Director So ____

AYES ____ NOES ____ ABSENT/NOT VOTING ____

WHEREUPON, the President declared the foregoing resolution adopted and **SO ORDERED**

Attested:

Signature: _____
Kathy Washington- Secretary of the Board

BATTALION CHIEF



COMPENSATION & BENEFITS

Effective Date: February 1, 2019

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INTRODUCTION

This document reflects the salary, benefits, and working conditions for the full-time Battalion Chiefs.

- Battalion Chief Shift (3)
- Battalions Chief Training and Safety (1)
- Battalion Chief/Fire Marshal (1)
- Battalion Chief/EMS (1)

EFFECTIVE DATE

The effective February 1, 2019

WORK PERIODS, EMPLOYMENT STATUS, SALARIES

Work Period and Employment Status

Position	Typical Work Week	Status
Battalion Chief/Shift	48/96 A B and C Shift	FSLA Non-Exempt
Battalion Chief/Training and Safety	40 / Day	FSLA Salary Exempt
Battalion Chief/Fire Marshal	40 / Day	FSLA Salary Exempt
Battalion Chief/EMS	40 / Day	FSLA Salary Exempt

Shift Battalion Chiefs work a shift, 0800 to 0800.

BC/Training and Safety, BC/Fire Marshal and BC/EMS typically work 4-day/10-hour work schedule.

When assigned to cover the BC shift, those covered by this agreement will spend the night at one of the districts fire stations if their private residence is outside of the district limits.

Salaries

Salaries are set forth in the salary scheduled attached to this document as Appendix A.

Overtime

Shift Battalion Chiefs will receive time and one-half for all overtime worked. This includes overtime for meetings and classes required by the District. Overtime is based on the individual Battalion Chiefs base hourly rate according to FLSA.

BC/Training and Safety, BC/Fire Marshal and BC/EMS who are qualified to work Shift Battalion Chief positions shall receive time and one-half in excess of their normally scheduled 40-hour work week or in response to a reported emergency incident.

Overtime will only be approved for work that is not currently compensated by any other compensatory tool.

Overtime Procedures

1. Overtime shall be allocated and paid in accordance with existing policy.
2. Shift overtime for Chief Officers working a shift assignment shall conform to existing overtime policies and procedures and does not require approval from the Deputy Fire Chief or Fire Chief.
3. Overtime requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Fire Chief or the Fire Chief via email.
4. The request shall state the work product requiring the overtime, and the hours of overtime requested. A Battalion Chief shall always consider whether it is necessary to work outside his/her normal work schedule or while off-duty to complete his/her work prior to requesting approval for overtime.
5. Request clarification from the Deputy Fire Chief or the Fire Chief, if a Chief Officer is unsure of his/her priorities, urgency of the work product, or the justification to work overtime, prior to making the request.
6. Overtime may be worked without approval if there is an urgent, unplanned, and high priority assignment or event. However, this is an exception to the normal process and an email must be sent to the Deputy Fire Chief or the Fire Chief via email within 24 hours of the occurrence to receive retroactive approval.

Mandated Overtime

Shift Battalion Chiefs fill A, B and C shifts. In the event an open shift is not voluntarily filled using the above procedure, the Fire Chief may mandate an employee to fill the shift using Shift Battalion Chiefs. BC/Training and Safety, BC/Fire Marshal and BC/EMS cannot be mandated to shift battalion coverage.

Shift Trades / Partial Coverage

Battalion Chiefs may request shift exchanges with other Battalion Chiefs. Shift trades shall not impact the district fiscally or daily operations.

Emergency Call Back

All qualified Battalion Chiefs shall be paid overtime for any hours worked beyond their normal hours, portal to portal, in accordance with the current OES rate letter.

Non-Emergency Call Back

Shift Battalion Chiefs who are summoned back to work while off duty for meetings, training, workshops, or at the request of the Fire Chief and/or his/her designee, shall receive overtime. BC/Training and Safety, BC/Fire Marshal and BC/EMS who are summoned back to work while off duty for meetings, training, workshops, or at the request of the fire chief and/or his/her designee, shall receive overtime.

Out of Classification Pay

Battalion Chiefs assigned by the Fire Chief in an acting compacity will receive OOCF for each hour serving in the acting positions. OOCF includes Acting Deputy Chief; 5% and Acting Fire Chief; 10%. Appointments to ADC and AFC shall be at the discretion of the Fire Chief.

On-Call Pay

Battalion Chiefs assigned to an on-call position (Duty Chief, Investigator, etc) on their routine day off, shall receive a daily stipend of \$150. Any hours worked if deployed, shall be compensated at their OT rate for the hours worked. Refer to Duty Chief policy for specifics.

Jury Duty

In the event of a jury summons, no deduction will be made from the salary of any employee while serving on jury duty according to Lexipol Policy 802.7.

Differed Compensation

The District will contribute up to \$150 per pay period, dollar for dollar to match towards the Battalion Chief’s contribution (PERS 457) plan, provided the Battalion Chief continues at least \$150 per pay period to his/her deferred compensation plan.

Station Dues

Station dues shall be paid according to the schedule listed below. Station dues are for fire station consumable products (coffee, tea, condiments, etc.).

Shift Battalion Chief:	\$30.00 a month
BC/Training and Safety, BC/Fire Marshal and BC/EMS:	\$10.00 a month

RETIREMENT

Retirement

Retirement benefits for all employees covered in this agreement shall be provided in accordance with the current California Public Employees’ Retirement System (CalPERS) contract.

- a. The retirement formal is as follows: employees shall be 3 percent @ 55 (classic members); Safety employee pays 10 percent employee contribution; Misc. employees pay 8% New CalPERS members, Safety PEPRA shall be 2.7 @ 57, employee pays 12 percent contribution and Misc. employees pay 6.75%

In lieu of the CalPERS Sick Leave Credit, the employee may choose to have the District pay the employee thirty percent (30%) of all unused sick leave accrued by the employee at the time of retirement or separation, based on the employee’s hourly rate of pay inclusive of applicable incentives.

The Fire District will continue post-retirement medical insurance to current qualified Rincon Valley Fire District employees and qualified spouse, hired prior to July 1, 2012. Windsor Fire District employees are not qualified for post-retirement medical insurance.

The District shall offer medical insurance to qualified retired employees and qualified spouses subject to the following restrictions:

The employee retires from the District with a minimum of eleven complete years of full-time permanent service with the District.

The qualified retired employee or the qualified retired employee's spouse is not otherwise eligible for the same level of medical coverage through another employer.

The qualified retired employee or the qualified spouse shall exercise due diligence in identifying coverage available through another employer.

If only one of the qualified retired employees or the qualified spouse are eligible for the same level of medical coverage through another employer, the remaining individual shall continue to be qualified under this section.

The qualified retired employee and the qualified retired employee's spouse participate in Medicare to the full extent allowed by law.

At the time that a qualified retired employee or qualified spouse reaches age 65 the District shall be furnished with a statement of earnings from Social Security.

If neither a qualified retired employee or a qualified spouse claim to be eligible for Medicare at age 65 a notarized statement to that effect shall be provided to the District.

The maximum contribution for the aggregate of the qualified retired employee and the qualified retired employee's spouse shall be \$1,261.15 per month for an employee retiring with twenty complete full-time permanent years of service with the District (which includes any probationary time as a permanent full-time employee). Service with the District shall include any full-time permanent service with an agency absorbed by the District. The most restrictive maximum amount shall apply unless proof of eligibility for a less restrictive maximum amount is provided by the qualified retired employee or qualified spouse of the qualified retired employee.

For retired employees with more than eleven complete full-time permanent years of service and less than twenty complete full-time permanent years of service the District shall contribute the following maximum amounts (based on the limits in section 5.1.4.3) for the aggregate of the retired employee and the retired employee's spouse.

Eleven complete years, but less than twelve: 10% of actual premium to a maximum of 10% of the applicable maximum amount.

Twelve complete years, but less than thirteen: 20% of actual premium to a maximum of 20% of the applicable maximum amount.

Thirteen complete years, but less than fourteen; 30% of actual premium to a maximum of 30% of the applicable maximum amount.

Fourteen complete years, but less than fifteen: 40% of actual premium to a maximum of 40% of the applicable maximum amount.

Fifteen complete years, but less than sixteen: 50% of actual premium to a maximum of 50% of the

applicable maximum amount.

Sixteen complete years, but less than seventeen: 60% of actual premium to a maximum of 60% of the applicable maximum amount.

Seventeen complete years, but less than eighteen: 70% of actual premium to a maximum of 70% of the applicable maximum amount.

Eighteen complete years, but less than nineteen: 80% of actual premium to a maximum of 80% of the applicable maximum amount.

Nineteen complete years, but less than twenty: 90% of actual premium to a maximum of 90% of the applicable maximum amount.

The retired employee was a full-time permanent employee of the District on or after January 1, 2003.

“Retiree” or “Retired employee” means a person who is eligible to retire under P.E.R.S. rules at the time of separation from District service.

Eligible dependents of a qualified retired employee, other than a qualified spouse, may be covered at the expense of the retired employee.

The retired employee’s share, if any, shall be billed directly to the retiree by the District’s third-party administrator. Failure of the retired employee to pay the required share shall cause the coverage to be terminated.

The benefit to the qualified retired employee shall expire upon the death of the qualified retired employee and the benefit to the qualified spouse of the qualified retired employee shall expire upon the death of the qualified spouse of the qualified retired employee unless the benefit expires pursuant to other provisions in Section 5.1.4.

The benefit to the qualified spouse of the qualified retired employee shall only apply to a spouse that has been legally married pursuant to California law to the qualified retired employee for a minimum of one year prior to the date of retirement.

The spouse of a qualified retired employee shall cease to be a qualified spouse and shall no longer be eligible for any benefits under this section upon the termination of the marriage to the qualified retired employee for any reason other than death.

A qualified retired employee and/or the qualified spouse of a qualified retired employee that does not request the benefit at the time of the qualified employee’s retirement or who terminates the coverage prior to death may reactivate the coverage during a month in each year designated by the District or upon a qualifying life event.

It is the intent of this section that the qualified retired employee and the qualified spouse of the qualified retired employee shall only be eligible for the plan that is offered through the District and that it shall not be construed to mean that the qualified retired employee and the qualified spouse of the qualified retired employee shall be eligible for any reimbursement or offset for selecting or participating

in a different plan.

PAID TIME OFF

Sick Leave

BC/Training and Safety, BC/Fire Marshal and BC/EMS shall accumulate sick leave at the rate ten (10) hours month up to and including the fifteenth (15th) year of service. The accrual rates shall increase to sixteen (16) hours per month beginning with the sixteenth (16th) year of service. Upon the anniversary date of the employee, any accrued time in the excess of 3500 hours can be removed and the employee shall receive thirty percent (30%) of the employee's hourly rate of pay, inclusive of applicable incentives, for the hours removed.

Shift Battalion Chiefs shall accumulate sick leave at the rate twelve (12) hours month up to and including the fifteenth (15th) year of service. The accrual rates shall increase to twenty-four (24) hours per month beginning with the sixteenth (16th) year of service. The District shall pay an employee 30% of any unused sick leave accrued by the employee at the time of separation from the District (other than retirement) based on the employee's hourly rate of pay inclusive of applicable incentives.

Bereavement Leave

Battalion Chiefs shall be allowed time off with pay, in the event of a death in the immediate family, according to the schedule listed below. Immediate family shall include the employees' existing spouse, domestic partner, child, step or foster child, child of domestic partner, a legal ward, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, stepparents, foster parents, or any close relative residing in the employee's household.

Shift Battalion Chiefs: 72 consecutive work hours (3 shift days)
BC/Training and Safety, BC/Fire Marshal and BC/EMS: 3 consecutive days

In the event of a death of a member of an employee's family who is not specifically listed above, the employee may, at the discretion of the District, be granted one (1) shift or one (1) day off with pay. Requests for this leave shall be submitted for approval to the Fire Chief.

The District may, at its discretion, approve a request for additional time off as bereavement leave where out-of-state travel is required or when an employee's emotional condition so warrants. Any such requests, if granted, shall be deducted from the employee's accrued sick leave. The Fire Chief may require substantiation of the death. Bereavement leave applies only in instances where 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.

Vacation (Non-Exempt: Shift Battalion Chief)

Vacation hours are earned/accrued at the following rate:

0-5 years of employment	12 accrued hours per month
6-9 years of employment	18 accrued hours per month
10-15 years of employment	22 accrued hours per month
16+ years of employment	26 accrued hours per month

Vacation (Exempt: BC/Training and Safety, BC/Fire Marshal and BC/EMS)

0-5 years of employment	6.66 accrued hours per month
6-9 years of employment	10 accrued hours per month
10-15 years of employment	13.33 accrued hours per month
16+ years of employment	16.66 accrued hours per month

Maximum Allowable Accumulated Vacation

Employees accrue vacation monthly. Accrued vacation hours in excess of the amount accrued in two years shall be paid out upon the employee’s anniversary date.

Employees who are on extended leave (sick or injury, non-workers compensation), or vacation that has been canceled by the District, shall have vacation time in excess of the maximum allowed carried forward by written request approved by the Fire Chief. Employees who are on a nonwork-related leave, shall not accumulate vacation or sick hours during the leave.

Holidays

Shift Battalion Chiefs shall receive a payment equal to twelve (12) hours of pay at the employee’s regular rate of pay inclusive of applicable incentives for each holiday listed in this agreement. This total of one hundred forty-four (144) hours of pay for the calendar year is to be made in one annual payment to be drawn with the regularly scheduled payroll each November.

Exempt Battalion Chiefs recognize the following holidays, plus one “floating holiday”. If the Holiday falls on a weekend day, the following Monday can be taken off. If the holiday falls on the employee’s regular day off, they will receive the workday day prior to the holiday off.

New Year's Day	Martin Luther King, Jr. Day	Floating Holiday
President's Day	Memorial Day	
Independence Day	Labor Day	
Veterans' Day	Thanksgiving Day	
Friday after Thanksgiving Day	Christmas Eve	
	Christmas Day	

Alternative Leave

BC/Training and Safety, BC/Fire Marshal and BC/EMS shall receive sixty (60) hours of alternative leave per fiscal year. Alternative Leave will not accumulate and can only be used within the calendar year it was received.

Shift Battalion Chiefs shall receive twenty-four (24) hours of Alternative Leave per calendar year. The Alternative Leave hours may be used at the employee’s discretion, subject to scheduling considerations

of the District. Alternative Leave will not accumulate and can only be used within the calendar year it was received. Alternative must be used in a whole twenty-four (24) block.

BENEFITS

Medical Insurance

All qualified employees and their legal dependents and domestic partners, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.

Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

Employee with no dependents	\$788/month
Employee with 1 dependent	\$1576/month
Employee with 2 or more dependents	\$2045/month

The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed above and the actual cost of the plan selected. Any difference shall be deducted monthly from the employee's pay.

The District offer an I.R.S. Section 125 Plan for the portion of the premiums for medical benefits that are the responsibility of the employee to pay.

Dental

All qualified employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group dental plan selected by the District. The District shall pay the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the Plan up to a maximum of amount of \$153 per employee toward the monthly premium.

Vision

All qualified employees and their dependents are eligible to participate in a group vision care plan selected by the District. The District shall pay \$9 toward the actual premium charged by the approved vision insurance provider for providing coverage to the employees and their dependents under the terms of the Plan.

Life Insurance

All qualified employees are eligible to participate in the life insurance program selected by the District. The District shall pay 100% of the premium for the selected plan. Employees may choose higher coverage at the expense of the employee for the difference.

Long Term Disability Insurance

All qualified employees are eligible to participate in the District's disability insurance program through CSFA. The District shall pay 100% of the actual premium charged under the terms of the program.

CSFA Dues

The District will pay 100% of CSFA dues for all administrative employees.

MANAGEMENT RIGHTS

The district, on its own behalf and on the behalf of the taxpayers of the District, hereby retains and reserves the right, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of California and the United States including but without limiting the generality of the foregoing the right.

OTHER PROVISIONS**Uniforms**

Uniforms (class A and B) shall be provided to all Chief Officers and a \$350.00 boot stipend as needed.

Training, Continuing Education and Tuitions

Battalion Chiefs are eligible for education costs reimbursements up to a maximum of \$1000 per year for work related studies at a recognized college, university, professional accreditation.

Shift Battalion Chiefs are granted up to three (3) shifts off, non-shift BC's are granted up to five (5) consecutive days off for training leave per year for coursework that directly benefits their current position. Training leave must be approved in advance by the Deputy Chief. Training leave only applies for the fiscal year and does not carry over to the next fiscal year.

District Owned Vehicles

The district may provide the BC/Training and Safety, BC/Fire Marshal and BC/EMS an assigned district owned and maintained vehicle, if available, for the employees use while conducting district business. Those employees may use the district vehicle for incidental personal use. The district shall also reimburse the employee for any use of his personal vehicle when used for district business. Reimbursement shall be for mileage only at the current IRS millage rate.

Appendix A

Sonoma County Fire District Salary Schedule for the position of Battalion Chief, Effective January 1, 2019. Step increases are based upon your promotional date.

January 1, 2019

Battalion Chief (2912)	
Step 1	\$133,868
Step 2	\$137,884
Step 3	\$142,020
Battalion Chief (2080)	
Step 1	\$140,561
Step 2	\$144,778
Step 3	\$149,122

January 1, 2020

Battalion Chief (2912)	
Step 1	\$137,884
Step 2	\$142,021
Step 3	\$146,282
Battalion Chief (2080)	
Step 1	\$142,021
Step 2	\$146,281
Step 3	\$150,670

Approval Signature: _____ Date: _____

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Sonoma County Fire District
(Governing Body) (Name of Applicant)

THAT Board President, OR
(Title of Authorized Agent)
Fire Chief, OR
(Title of Authorized Agent)
Finance Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Sonoma County Fire District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Sonoma County Fire District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 17th day of March, 2020

Steve Klick, Vice President
(Name and Title of Governing Body Representative)
Arnie Tognozzi, Secretary/Treasurer
(Name and Title of Governing Body Representative)
Bob Briare, Director
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Kathy Washington, duly appointed and Clerk of the Board of
(Name) (Title)
Sonoma County Fire District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Sonoma County Fire District
(Governing Body) (Name of Applicant)

on the 17th day of March, 2020.

(Signature) (Title)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY FIRE DISTRICT TO ADOPT DISTRICT ORDINANCE 2020-01 AS THE DISTRICT FIRE CODE

WHEREAS, pursuant to Health and Safety Code section 13869 and 13869.7, the Board of Directors of the Sonoma County Fire District has the general power to adopt a District Fire Code; and

WHEREAS, during 2018, in collaboration with the County of Sonoma and Town of Windsor, fire prevention professional of the Sonoma County Fire District drafted District Ordinance 2020-02, the proposed District Fire Code; and

WHEREAS, at a duly-notice public hearing at its regular meeting on February 18, 2020, the Board of Directors of the Sonoma County Fire District conducted a first reading of Ordinance No. 2020-02, the proposed District Fire Code; and set a hearing date of March 17, 2020, for adoption of District Ordinance 2020-02; and

WHEREAS, after due consideration and public hearing, it is the opinion of the Board of Directors of the Sonoma County Fire District that good cause exists to adopt a District Fire Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Fire District hereby adopts District Ordinance 2020-02 as the District Fire Code, to be effective 30 days after adoption.

The above and foregoing Resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted by the Board of Directors of the Sonoma County Fire District this 17th day of March, 2019.

Directors Klick ____, Nelson ____, Hamann ____, Treanor ____,

Briare ____, So ____, Tognozzi __

AYES ____ NOES ____ ABSENT/NOT VOTING ____

WHEREUPON, the Board President declared the foregoing Resolution adopted; and **SO ORDERED**.

ATTEST:

Kathy Washington, Secretary of the Board

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

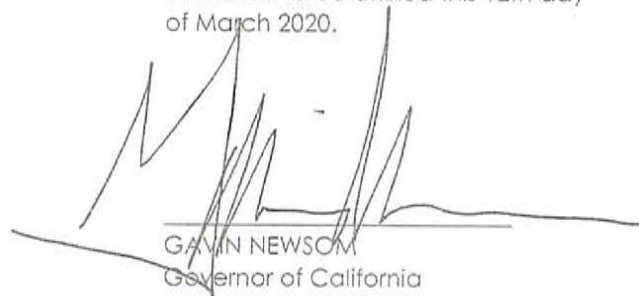
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 12th day of March 2020.



A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line. The signature is stylized and somewhat illegible.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State