



# EAST CONTRA COSTA FIRE PROTECTION DISTRICT

## Board of Directors Regular Meeting

**Wednesday, February 3, 2010 – 7:00 P.M.**

Meeting Location: 101B Sand Creek Road, Brentwood, CA 94513

| <b>BOARD OF DIRECTORS</b> |               |                   |
|---------------------------|---------------|-------------------|
| Pat Anderson              | Chris Finetti | Kevin Romick      |
| Chris Becnel              | Jim Frazier   | Erick Stonebarger |
| Robert A. Brockman        | Robert Kenny  | Robert Taylor     |

## AGENDA

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE: IAFF Local 1230 Honor Guard

### ROLL CALL

### ORGANIZATION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

- A.1 Administration of Oath of Office: Tonya Hoover, Acting California State Fire Marshall
- A.2 Selection and appointment of District Board Officers: President, Vice President and Clerk of the Board.
- A.3 Supervisors' Comments
- A.4 Directors' Comments

### 10-MINUTE RECESS

### PUBLIC COMMENTS

At this time the public may address the District Board on subject matters pertaining to District business listed on the Consent Calendar, Closed Session, Future Agenda Items, or items **not** listed on the agenda. Remarks may be limited to 3-minutes subject to the discretion of the Board President and with the concurrence of the Board of Directors. Please complete and submit a "Public Comment Speaker Card" with the District Clerk.

### CONSENT CALENDAR

Consent Calendar items are considered routine in nature and will be enacted by the Board in one motion. If discussion or public comment is required, any Board Member may request the item be removed from the Consent Calendar and considered separately.

- C.1 Approve and authorize an Agreement for General Counsel Services with Richards, Watson & Gershon for District legal services.
- C.2 Approve the Board of Director's meeting schedule and location.
- C.3 Approve and adopt District Board of Directors' Policies relating to Purpose/Adoption/Amendment of Policies, Board of Director's Meetings Rules and Procedures and formation of an Executive Committee.

- C.4** Approve and authorize the continuation of signature authority of the Fire Chief and Acting Fire Chief pursuant to Contra Costa County Purchasing and Personnel Policies and Procedures with amendments.
- C.5** Approve and authorize execution of a Joint Powers Agreement with Contra Costa County and Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance and authorize applications on behalf of the District for workers' compensation insurance options.

**PUBLIC HEARINGS**

Members of the public wishing to address the Board on a listed item shall complete and submit a "Public Comment Speaker Card" with the District Clerk.

**NONE**

**DISCUSSION ITEMS**

- D.1** Overview of East Contra Costa Fire Protection District.
- D.2** Scheduling of Board Workshop.

**INFORMATIONAL STAFF REPORTS**

**NONE**

**INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS**

This portion of the agenda shall provide an opportunity for Board Members to report on activities, committee or event attendance pertaining to District business or to request a future item to be placed on the agenda.

**ADJOURN TO CLOSED SESSION – 101B Sand Creek Road, Conference Room #309**

- 1. Public Employee Appointment/Employment Title: Fire Chief  
*Pursuant to Government Code §54957(b)(1)*
- 2. Conference with Labor Negotiators  
*Pursuant to Government Code §54957.6*  
District Designated Representative(s): District President and Vice President  
Unrepresented Employee: Acting Fire Chief

**RECONVENE TO OPEN SESSION – 101B Sand Creek Road**

Report from closed session (if any)

**ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: March 3, 2010**

**POSTING STATEMENT**

A copy of this agenda was posted January 29, 2010, at the East Contra Costa Fire Protection District Administrative Office, 134 Oak Street, Brentwood, CA 94513. Pursuant to CA Government Code §54957.5, disclosable public records and writings related to an agenda item distributed to all or a majority of the Board of Directors less than 72 hours prior to this meeting is available for public inspection at the East Contra Costa Fire Protection District Administrative Office, 134 Oak Street, Brentwood, CA 94513.

**NOTICE**

In compliance with the Americans with Disabilities Act, any individuals requesting special accommodation to attend and/or participate in District Board meetings may contact the District Administrative Office at (925) 634-3400. Notification 48 hours prior to the meeting will enable the District to make reasonable accommodations.

**MEMORANDUM CONCERNING A CLOSED SESSION  
BEFORE THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS**

TO: Honorable President and Board of Directors

FROM: District Staff

SUBJECT: Closed Session

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT  
*[Gov't. Code §54957(b)(1)]*

Title: Fire Chief

A closed session will be held on February 3, 2010, for the purpose of considering the above-described matter. *[Gov't. Code §54957]*

Any action taken by the Board of Directors to appoint or employ the public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held; provided, however, that the dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any. *[Gov't. Code §54957.1(a)(5)]*.

Any disclosures shall include the vote or abstention of each member.

Dated: January 28, 2010.

**MEMORANDUM CONCERNING A CLOSED SESSION  
BEFORE THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS**

TO: Honorable President and Board of Directors

FROM: District Staff

SUBJECT: Closed Session

CONFERENCE WITH LABOR NEGOTIATORS  
*[Gov't. Code § 54957.6]*

District Designated Representative(s): District President and Vice President

Unrepresented Employee: Acting Fire Chief

A closed session will be held on February 3, 2010, for the purpose of reviewing the Board of Directors' position and instructing the designated representative(s) regarding the salary, salary schedule, and/or compensation paid in the form of fringe benefits of its unrepresented employee. *[Gov't. Code §54957.6]*

Dated: January 28, 2010.

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. A-2**

**Meeting Date:** February 3, 2010

**Subject/Title:** Selection and appointment of District Board officers: President, Vice President and Clerk of the Board.

**Submitted by:** Acting Fire Chief Henderson

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**RECOMMENDATION FOR ACTION**

Request for Board Member nominations and/or volunteers to serve as Board officers: President and Vice President of the Board; and appointment of District Clerk.

Adopt a Resolution appointing Director \_\_\_\_\_ as President, Director \_\_\_\_\_ as Vice President and the Fire Chief, or their designee, as Clerk of the Board of Directors of the East Contra Costa Fire Protection District.

**PREVIOUS ACTION**

None

**SUBJECT BACKGROUND**

Fire Protection District Law, California Health and Safety Code §13853, identifies officers of a fire district board and requires election of officers within 60 days of appointment or election of directors to the board. The officers of a district board are president, vice president and clerk.

Duties of the president include presiding officer of the board and representative for the board in public policy matters. Vice president shall exercise duties of the president in the president's absence and assist the president representing the board and determining issues of board interest. Clerk of the board shall be responsible for maintaining official records of board proceedings and actions.

At this time it is appropriate to request nominations and/or volunteers for the appointment of offices of president and vice president. It is further recommended that these terms of office shall be for one year with new appointments made annually upon Board member nominations or volunteers. In the interest of efficiency, the Fire Chief is recommended for permanent appointment to the office of Clerk of the Board and the responsibility of maintaining the official records of board business and district documents.

Attachments:  
Resolution

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S RESOLUTION NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS APPOINTING DIRECTOR \_\_\_\_\_ AS  
PRESIDENT, DIRECTOR \_\_\_\_\_ AS VICE PRESIDENT AND THE FIRE  
CHIEF, OR THEIR DESIGNEE, AS CLERK OF THE BOARD OF DIRECTORS.**

**WHEREAS**, Fire Protection District Law, California Health and Safety Code §13853 ("Code"), identifies officers of a fire district board and requires election of officers within 60 days of appointment or election of directors to the board; and

**WHEREAS**, the Code further identifies the officers of a district board as president, vice president and clerk; and

**WHEREAS**, the president shall be the presiding officer of the board and representative for the Board in public policy matters; and

**WHEREAS**, the vice president shall assist the president representing the board and determining issues of board interest and exercising the duties of president in the president's absence; and

**WHEREAS**, the clerk of the board shall be responsible for maintaining official records of board proceedings and actions; and

**WHEREAS**, terms of office for president and vice president shall be for one year and appointed annually by the Board of Directors.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Appoint Director \_\_\_\_\_ to the office of President of the Board of Directors for calendar year 2010.
2. Appoint Director \_\_\_\_\_ to the office of Vice President of the Board of Directors for calendar year 2010.
3. Appoint the Fire Chief, or their designee, to the office of Clerk of the Board of Directors.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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NAME  
President, Board of Directors

ATTEST:

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NAME  
Clerk of the Board

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. C-1**

**Meeting Date:** February 3, 2010

**Subject/Title:** Approve and authorize the Acting Fire Chief, or designee, to execute an Agreement for General Counsel Services with the law firm of Richards, Watson & Gershon to provide District legal services.

**Submitted by:** Acting Fire Chief Henderson

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**RECOMMENDATION FOR ACTION**

Adopt a Resolution approving and authorizing the Acting Fire Chief, or designee, to execute an Agreement for General Counsel Services with the law firm of Richards, Watson & Gershon to provide District legal services through June 30, 2010, in an amount not-to-exceed thirty thousand dollars (\$30,000).

**PREVIOUS ACTION**

None

**SUBJECT BACKGROUND**

The East Contra Costa Fire Protection District is a special district formed pursuant to Fire Protection District Law, California Health and Safety Code §13800 et seq. ("Code"). As such, the District is required to operate in conformance with the Code relating to matters of District structure, Board of Director's, powers and duties of the District, finances, service and employee relations. In addition, the District is party to various labor contracts with District staff including management, IAFF Local 1230 Firefighters Union, AFSCME Local 2700 Clerical Union and the East County Firefighters' Association for Reserve/Paid-on-Call ("POC") Firefighters. The special nature of the District and the services it provides requires legal representation that is practiced in this field and applicable law.

In an effort to obtain these services, proposals were solicited from various legal firms. Staff from the attorney's offices of the Cities of Brentwood and Oakley and the County of Contra Costa, along with the Acting Fire Chief, met with selected individuals to assess their qualifications and appropriateness for the District. The law firm of Richards, Watson & Gershon possessed the necessary qualifications and exhibited experience with Fire Protection District Law, multijurisdictional Boards of Directors, the Brown Act, labor law and the Firefighters Bill of Rights, as well as financing issues. It is proposed that Roy Clarke, a shareholder of the firm, will serve as General Counsel for the District, attend Board of Directors' meetings and maintain first point of contact for the District. Mr. Clarke will be supported by Jim Karpiak, Of Counsel at Richards, Watson & Gershon, and the resources of the firm.

Previously, District legal services have been provided by Contra Costa County Counsel, as the County Board of Supervisors served as the District Board. A contract in an amount not to exceed \$30,000 will provide services by Richards, Watson & Gershon on an hourly basis to support the District and staff with legal issues and provide legal support and guidance at the Board of Director's meetings.

Current District budget appropriates expenses for legal services in the amount of \$18,000. The increased amount is in anticipation of the increased level of effort associated with the

establishment and organization of the new governance structure, as well as legal representation at each of the Board meetings. The current legal budget allocation does not take into account the full cost of all legal and administrative services provided by the County. Full costs are incorporated in the general administration budget. The total fiscal year 2009-10 administrative budget of \$1,484,535 has a current remaining balance of \$1,237,380; sufficient funds are therefore available through the end of the fiscal year for the independent legal services contract not-to-exceed \$30,000 that will be necessary to assist the District through the establishment and organization of the governance structure. It is currently anticipated that the proposed amount will be sufficient for the remainder of the 2009-10 fiscal year. At the end of the fiscal year this contract may be extended or the District can explore the option of acquiring these services from another firm.

Attachments:

Resolution

Agreement for General Counsel Services

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS' RESOLUTION NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS APPROVING AND AUTHORIZING THE ACTING FIRE CHIEF, OR DESIGNEE, TO EXECUTE AN AGREEMENT FOR GENERAL COUNSEL SERVICES WITH THE LAW FIRM OF RICHARDS, WATSON & GERSHON TO PROVIDE DISTRICT LEGAL SERVICES THROUGH JUNE 30, 2010, IN AN AMOUNT NOT-TO-EXCEED THIRTY THOUSAND DOLLARS (\$30,000).**

**WHEREAS**, The East Contra Costa Fire Protection District is a special district formed pursuant to Fire Protection District Law, California Health and Safety Code §13800 et seq ("Code"); and

**WHEREAS**, the District is required to operate in conformance with the Code and other laws relating to matters of District structure, Board of Directors', powers and duties, finances, service and employee relations; and

**WHEREAS**, legal service proposals have been solicited and reviewed, and the firm of Richards, Watson & Gershon exhibited the knowledge of applicable law and experience necessary to support the District's specific legal needs.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Approve an Agreement for General Counsel Services with the law firm of Richards, Watson & Gershon through June 30, 2010, in an amount not-to-exceed thirty thousand dollars (\$30,000).
2. Authorize the Acting Fire Chief, or designee, to execute said agreement.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
NAME  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
NAME  
Clerk of the Board

**AGREEMENT FOR GENERAL COUNSEL SERVICES**  
**[Richards, Watson & Gershon]**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the East Contra Costa Fire Protection District ("District") and Richards, Watson & Gershon ("General Counsel") (collectively, the "Parties").

**RECITALS**

A. District requires the professional services of attorneys who are experienced in public agency law, with practice areas including, but not limited to, employment, litigation, and conflicts of interest.

B. General Counsel has the necessary experience and history in providing professional services and advice related to public agency law including, but not limited to, those areas specifically required by the District.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. District retains General Counsel to perform, and General Counsel agrees to render, those services associated with public agency law including, but not limited to, the following practice areas, employment, litigation and conflicts of interest (the "Services") in accordance with this Agreement's terms and conditions.

2. Standard of Performance. While performing the Services, General Counsel will exercise the reasonable professional care and skill customarily exercised by reputable members of the California State Bar practicing in the Metropolitan Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated or extended, the term of this Agreement will be from the date first above written until June 30, 2010.

4. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

5. Compensation. District shall compensate General Counsel for the performance of the Services at the rates shown on Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

6. Reimbursable Expenses. General Counsel shall be entitled to reimbursement for all reasonable and necessary expenses incurred from outside vendors related to performance of the Services. General Counsel's in-house copy, fax costs or other overhead will not be billed to the District.

7. Advancement of Costs. General Counsel will advance expenses and costs incurred on behalf of the District under this Agreement in an amount not exceeding \$450 per month. If costs will exceed \$450 per month, costs in excess of this total shall be paid

directly by the District or shall be advanced to General Counsel pursuant to a separate letter agreement which the Fire Chief is authorized to execute on behalf of the District.

8. Payment for Services. General Counsel shall submit itemized monthly invoices to the District accounting for the Services provided and costs incurred pursuant to the terms of this Agreement. Each monthly invoice shall bill in six-minute increments and shall include the total hours performed to date. Minimum billing requirements are unacceptable to the District and invoice shall charge only for actual time spent. Payment will occur only after receipt by District of invoices sufficiently detailed that clearly set forth by date, the type of work performed, the specific subject of work performed or legal research performed, and the time spent on a task. District shall make payment to General Counsel within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned and returned by District, with written explanation, within thirty (30) days of receipt of the invoice. General Counsel shall provide to District, a written response to any statement contested or questioned and further, upon request of District, provide District with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the District.

General Counsel shall invoice District monthly for the Services and costs incurred. The form of invoice shall include a summary sheet containing only the "attorney services" and the amount being billed therefore; the "costs advanced" and the amount being billed therefore; and a total for all services and costs invoiced. Attached to the summary sheet shall be the detailed backup information which, as to "attorney services", sets forth the dates services were performed; the initials of the attorney performing said services; the hourly rate attributable thereto; the hours or minutes being invoiced, and the total invoiced costs of attorney services. As to "costs advanced", the detailed back up information shall set forth the dates costs were incurred, the type of cost incurred; and the total of advance costs incurred.

9. Status of General Counsel. General Counsel will perform the Services in General Counsel's own way as an independent contractor and in pursuit of General Counsel's independent calling, and not as an employee of District. The persons used by General Counsel to provide services under this Agreement will not be considered employees of District for any purposes.

The payment made to General Counsel pursuant to the Agreement will be the full and complete compensation to which General Counsel is entitled. District will not make any federal or state tax withholdings on behalf of General Counsel or its agents, employees or subcontractors. District will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of General Counsel or its employees or subcontractors.

10. Subcontracting. General Counsel will not subcontract any portion of the Services without prior written approval of Fire Chief or his/her designee. If General Counsel subcontracts any of the Services, General Counsel will be fully responsible to District for the acts and omissions of General Counsel's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as General Counsel is for the acts and omissions of persons directly employed by General Counsel. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of General Counsel and District. General Counsel will be responsible for payment of subcontractors. General Counsel will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to General Counsel's work unless specifically noted to the contrary in the subcontract and approved in writing by District.

11. Other General Counsels. The District reserves the right to employ other General Counsels in connection with the Services.

12. Indemnification. General Counsel will indemnify and hold harmless District and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services to the extent they are caused by the willful misconduct or negligent act or omission of the General Counsel, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense District incurs or makes to or on behalf of an injured employee under the District's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section to the extent such injury is caused by willful misconduct or negligent act or omission of General Counsel, and that this section will survive the expiration or early termination of the Agreement.

13. Insurance. General Counsel will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by General Counsel or General Counsel's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

13.1 Coverages and Limits. General Counsel will maintain the types of coverages and minimum limits indicated below, unless Fire Chief approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on General Counsel's indemnification obligations under this Agreement. District, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by General Counsel pursuant to this Agreement are adequate to protect General Counsel. If General Counsel believes that any required insurance coverage is inadequate, General Counsel will obtain such additional insurance coverage, as General Counsel deems adequate, at General Counsel's sole expense.

13.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

13.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for non-owned automobile bodily injury and property damage.

13.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if General Counsel has no employees and provides, to District's satisfaction, a declaration stating this.

13.1.4 Professional Liability. Errors and omissions liability appropriate to General Counsel's profession with limits of not less than \$1,000,000 per claim.

13.2 Additional Provisions. General Counsel will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

13.2.1 For Commercial General Liability Insurance, District, its officers, agents, volunteers and employees will be named as additional insureds.

13.2.2 General Counsel will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

13.2.3 This insurance will be in force during the life of the Agreement and any extensions of it. General Counsel will use best efforts to provide thirty (30) days prior written cancellation notice to District sent pursuant to the notice provisions of this Agreement, except in the event of non-payment, in which case General Counsel will use best efforts to provide a ten (10) day notice.

13.3 Providing Certificates of Insurance and Endorsements. Prior to District's execution of this Agreement, General Counsel will furnish certificates of insurance and endorsements to District.

13.4 Failure to Maintain Coverage. If General Counsel fails to maintain any of these insurance coverages, then District will have the option to declare General Counsel in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. General Counsel is responsible for any payments made by District to obtain or maintain insurance and District may collect these payments from General Counsel or deduct the amount paid from any sums due General Counsel under this Agreement.

13.5 Submission of Insurance Policies. District reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements; provided, however, any copies of insurance policies may have confidential and proprietary information redacted.

13.6 Primary Coverage. For any claims related to the Services and this Agreement, the General Counsel's insurance coverage will be primary insurance with respect to District, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by District for itself, its officers, agents, volunteers and employees, will be in excess of General Counsel's insurance and not contributory with it.

13.7 Reduction in Coverage/Material Changes. General Counsel will use best efforts to notify District thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement to a level below that required herein or any material changes to the respective insurance policies.

14. Conflict Waiver. Actual or possible conflict sometimes arises between existing or potential clients. General Counsel may be required to ask for a conflict waiver in that event. General Counsel asks for District's understanding and cooperation if General Counsel

requests a conflict waiver in order to undertake or continue representation of another client in manner that will not be specifically detrimental or adverse to District.

15. Maintenance of Records. General Counsel will maintain complete and accurate records with respect to costs incurred under this Agreement. All such records will be clearly identifiable. General Counsel will allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other such documents created pursuant to this Agreement. General Counsel will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Ownership of Documents. All final work product produced by General Counsel or its agents, employees, and subcontractors pursuant to this Agreement is the property of District. General Counsel will provide District with the final version of all briefs, filings, legal memos and work product produced by General Counsel within a reasonable time, not to exceed ten (10) days, after the work product is made final. In the event this Agreement is terminated, all final work product produced by General Counsel or its agents, employees and subcontractors pursuant to this Agreement will be delivered to District pursuant to the termination clause of this Agreement. General Counsel will have the right to make copies of the work product for General Counsel's records and to reuse portions of the work product, provided that such use is consistent with General Counsel's duty to uphold client confidentiality.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of District and on behalf of General Counsel under this Agreement.

For District:

East Contra Costa Fire  
Protection District  
Attn: Fire Chief  
134 Oak Street  
Brentwood, CA 94513  
(925) 634-3400

For General Counsel:

Richards, Watson & Gershon  
44 Montgomery St., Suite 3800  
San Francisco, CA 94104-4811  
(415) 421-8484

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular or certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. District will evaluate General Counsel's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and District's Conflict of Interest Code is required of General Counsel or any of General Counsel's employees, agents, or subcontractors. Should it be determined that disclosure is required, General Counsel or General Counsel's affected employees, agents, or subcontractors will complete and file with the District Clerk those schedules specified by District and contained in the Statement of Economic Interests Form 700.

General Counsel warrants that it has no financial interest in the subject matter of this Agreement, other than the compensation to be provided for the Services. General Counsel further warrants that it will comply with all California State Bar Rules of Professional Conduct,

including those relating to interests adverse to a client (Rule 3-300) and representing adverse interests (Rule 3-310).

19. General Compliance with Laws. General Counsel will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by General Counsel, or in any way affect the performance of the Services by General Counsel. General Counsel will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. General Counsel will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination of Services. District or General Counsel may terminate Services at any time by written notice. After receiving or providing such notice, General Counsel will cease providing the Services. General Counsel will cooperate with District in the orderly transfer of all related files and records to District's new counsel.

If General Counsel terminates the Services, District agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of the Services, whether by District or by General Counsel, will not relieve the obligation to pay for the Services rendered and costs incurred before the Services formally ceased.

22. Covenants Against Contingent Fees. General Counsel warrants that General Counsel has not employed or retained any company or person, other than a bona fide employee working for General Counsel, to solicit or secure this Agreement, and that General Counsel has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, District will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by General Counsel without the prior consent of District.

25. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.



## EXHIBIT "A"

### Fees

#### General Services:

All Attorneys \$225.00 per hour

#### Employment and Labor, Real Estate and Litigation Services:

Shareholders/Senior Attorneys \$275.00 per hour  
Associates \$225.00 per hour

### Travel

One Regular Monthly Board Meeting No charge for travel time

Other Meetings Charged one direction for travel time

### Costs

Photocopies \$15¢ per page  
Outgoing Faxes \$1.00 per page  
Secretarial Overtime No charge  
Word Processing No charge

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. C-2**

**Meeting Date:** February 3, 2010

**Subject/Title:** Approve the Board of Director's meeting schedule and location.

**Submitted by:** Acting Fire Chief Henderson

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**RECOMMENDATION FOR ACTION**

Adopt a Resolution determining the date and location for the regular Board of Director's meetings.

**PREVIOUS ACTION**

None

**SUBJECT BACKGROUND**

Fire Protection District Law, California Health and Safety Code §13855, requires a district board to meet at least once every three months. In order to conduct the necessary business of the East Contra Costa Fire Protection District Board ("Board"), it is recommended the Board hold meetings monthly, on the first Wednesday of each month or another day as may be available for all Directors. Pursuant to State law and District Policy, special meetings may be called as determined necessary.

Should the first Wednesday of each month be determined as the available meeting date, the meeting schedule of the Board for the 2010 calendar year is proposed to be the following:

February 3, 2010  
March 3, 2010  
April 7, 2010  
May 5, 2010  
June 2, 2010  
July 7, 2010  
August 4, 2010  
September 1, 2010  
October 6, 2010  
November 3, 2010  
December 1, 2010

Currently, Board meetings will be held at 101B Sand Creek Road, Brentwood, CA 94513 unless otherwise noticed.

Attachments:  
Resolution

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S RESOLUTION NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS DETERMINING THE DATE AND LOCATION FOR THE  
REGULAR BOARD OF DIRECTOR'S MEETINGS.**

**WHEREAS**, Fire Protection District Law, California Health and Safety Code §13855, requires a district board to meet at least once every three months; and

**WHEREAS**, to conduct the necessary business of the East Contra Costa Fire Protection District Board, it is recommended the Board hold monthly meetings on the first Wednesday of each month; and

**WHEREAS**, special Board meetings may be called, according to Board of Directors Policy and State law, as business requires.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Determine 7:00 PM on the first Wednesday of each month as the day for the regular Board of Director's meetings.
2. Determine 101B Sand Creek Road, Brentwood, CA 94513 as the location for the regular Board of Director's meetings.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
NAME  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
NAME  
District Clerk

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. C-3**

**Meeting Date:** February 3, 2010

**Subject/Title:** Approve and adopt District Board of Directors' Policies relating to Purpose/Adoption/Amendment of Policies, Board of Directors' Meetings Rules and Procedures and Formation of Executive Committee.

**Submitted by:** Acting Fire Chief Henderson

---

**RECOMMENDATION FOR ACTION**

Adopt a Resolution approving and adopting Board of Directors' Policy 1-1: Purpose of Board Policies, Policy 1-2: Adoption/Amendment of Policies, Policy 1-3: Board of Directors' Meetings Rules and Procedures, and Policy 1-4: Formation of Executive Committee; and authorizing implementation of these policies immediately upon approval.

**PREVIOUS ACTION**

None

**SUBJECT BACKGROUND**

Policies allow for consistent and fair handling of District and Board business and also serve as a resource for District Directors, staff and members of the public. To this end, the following policies have been drafted and attached for the Board's consideration:

Board of Directors' Policy 1-1: Purpose of Board Policies: The purpose is to maintain a comprehensive listing of rules and regulations enacted by the Board for staff, public and Directors' reference.

Board of Directors' Policy 1-2: Adoption/Amendment of Policies: Initiation of new policies or amendments to existing policies may be made by a Director or the Fire Chief for consideration at a meeting of the Board of Directors.

Board of Directors' Policy 1-3: Board of Directors Meetings Rules and Procedures: Meeting rules and procedures are intended to establish protocol that will be convenient for the public and contribute to the efficient and orderly conduct of District business. These rules provide structure to the manner and process in which Board of Directors' meetings are conducted including convening and adjournment of Board meetings, Board agenda items, voting of the Board, Board officers and their duties and conduct of Directors and the public.

Board of Directors' Policy 1-4: Formation of Executive Committee: An Executive Committee consisting of staff representation from the Cities of Brentwood and Oakley and Contra Costa County is proposed to be formed for providing support to the District and Fire Chief.

Attachments:

Resolution

Draft Policy 1-1

Draft Policy 1-2  
Draft Policy 1-3  
Draft Policy 1-4

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS' RESOLUTION NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS APPROVING AND ADOPTING BOARD OF DIRECTORS' POLICY 1-1: PURPOSE OF BOARD POLICIES, POLICY 1-2: ADOPTION/AMENDMENT OF POLICIES, POLICY 1-3: BOARD OF DIRECTORS' MEETINGS RULES AND PROCEDURES AND POLICY 1-4: FORMATION OF EXECUTIVE COMMITTEE AND AUTHORIZING IMPLEMENTATION OF THESE POLICIES IMMEDIATELY UPON APPROVAL.**

**WHEREAS**, policies allow for consistent and fair handling of District and Board of Districts' business; and

**WHEREAS**, policies also serve as a resource for District Directors, staff and members of the public; and

**WHEREAS**, Policy 1-1 states the purpose of Board policies is to maintain a comprehensive listing of rules and regulations enacted by the Board for staff, public, and Directors' reference; and

**WHEREAS**, Policy 1-2 sets guidelines for the adoption and amendment of new or existing policies and the process for consideration by the Board; and

**WHEREAS**, Policy 1-3 is intended to establish protocol that will be convenient for the public and contribute to the efficient and orderly conduct of District business; and

**WHEREAS**, Policy 1-4 establishes an Executive Committee consisting of staff representation from the Cities of Brentwood and Oakley and Contra Costa County is proposed to be formed for providing support to the District.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Approve and adopt Board of Directors' Policy 1-1: Purpose of Board Policies.
2. Approve and adopt Board of Directors' Policy 1-2: Adoption/Amendment of Policies.
3. Approve and adopt Board of Directors' Policy 1-3: Board of Directors Meetings Rules and Procedures.
4. Approve and adopt Board of Directors' Policy 1-4: Formation of Executive Committee.
5. Authorize implementation of these polices immediately upon approval.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

NAME  
President, Board of Directors

ATTEST:

---

NAME  
Clerk of the Board

## **BOARD OF DIRECTORS POLICY**

|   |                |                    |
|---|----------------|--------------------|
| Subject: Administration<br>Title: Purpose of Board Policies | Policy No: 1-1 | Date:              |
|   | Resolution No: | Page <b>1 of 1</b> |

### 1-1.1 PURPOSE OF BOARD POLICIES

It is the intent of the Board of Directors of the East Contra Costa Fire Protection District to maintain a collection of policies which shall include a comprehensive listing of the rules and regulations enacted by the Board from time to time. The policies shall serve as a resource for District Directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.

### 1-1.2 EVENT OF CONFLICT

If any policy or portion of a policy is in conflict with rules, regulations or legislation having authority over the East Contra Costa Fire Protection District, said rules, regulations or legislation shall prevail.

## **BOARD OF DIRECTORS POLICY**

|  |                |                    |
|--|----------------|--------------------|
| Subject: Administration<br>Title: Adoption/Amendment of Policies | Policy No: 1-2 | Date:              |
|  | Resolution No: | Page <b>1 of 1</b> |

### 1-2.1 INITIATING NEW POLICIES OR AMENDMENTS

Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the Fire Chief. The proposed adoption or amendment is initiated by requesting the item be included for consideration on the agenda of the appropriate regular meeting of the Board of Directors.

Directors shall have the opportunity to review the proposed adoption or amendment. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration. The agenda information packets with said copies shall be made available to each Director for review pursuant to meeting procedure and agenda policy.

### 1-2.2 ADOPTION

Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors and shall require a majority affirmative vote of the entire Board of Directors.

## BOARD OF DIRECTORS POLICY

|  |                                      |                                  |
|--|--------------------------------------|----------------------------------|
| Subject: Administration<br>Title: Board of Director's Meetings Rules<br>and Procedures | Policy No: 1-3<br><br>Resolution No: | Date:<br><br>Page <b>1 of 19</b> |
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## BOARD OF DIRECTORS POLICY

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### 1-3.1 APPLICABILITY

The following rules of order and procedures of the District shall apply to all regular, adjourned regular and special meetings of the Board of Directors. The purpose of the Meeting Rules and Procedures is to establish protocol that will be convenient for the public and contribute to the orderly conduct of District business.

### 1-3.2 MEETINGS

The term "meeting" means the gathering together of five or more members of the Board of Director's or a majority of the total members of the board at the time and place established by ordinance, resolution or motion, for regular or adjourned regular meetings or at such other time and place as authorized by law for special meetings, for the purpose of acting in their official capacity as the legislative body of the District in the case of the Board of Directors, and in their official capacity as a board, to make decisions, commitments or promises by a majority of the board, or by actual vote by a majority of the vote of the board when sitting as a body or entity upon a motion, proposal, resolution, order or ordinance.

Unless otherwise authorized by law to be held in closed session, all such meetings shall be open and public; provided, however, the Board of Directors may hold closed sessions from which the public may be excluded for the consideration of such matters as are specifically provided by the laws of the state.

Special meetings of the Board may be held at any time upon the call of the President or in his/her absence or unwillingness to or make such a call, upon the call of a majority of the Board. Notice of any such meeting shall be given in accordance with the Ralph M. Brown Act, Government Code Sections 55950, *et. seq.*, as amended. The definition of a meeting in addition to that set forth above, shall include all legislative or final appellate court definitions.

### 1-3.3 ADJOURNMENT

Any meeting may either be terminated or continued to another time, place or date by adjournment, regardless of whether or not all matters on the agenda or under discussion have been completed, acted on or concluded. Notwithstanding the above, no meeting shall be terminated before closing all public hearings which were notified for such meeting, without first continuing such public hearings to another time, place and date. Subject to the above, a motion to adjourn shall always be in order and decided without debate.

No meeting shall be adjourned to a date beyond the next regular meeting. Where a meeting is continued to a future date, if either the time or place, or either of them is not stated in the order of adjournment, it shall be deemed to be at the hour and place specified for meetings of the Board.

If less than a quorum of directors appear at a meeting, any member or, if all members are absent, the Clerk of the Board shall adjourn the meeting to a stated day and hour. The Clerk of the Board shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings, unless such notice is waived by a member of the Board.

## BOARD OF DIRECTORS POLICY

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Once adjourned, the meeting may not be reconvened.

### 1-3.4 QUORUM AND MAJORITY VOTE

A majority of the total members of the Board shall constitute a quorum and shall be sufficient to transact regular business. Such a quorum shall be required notwithstanding absences or vacancies. A Boardmember present but abstaining shall be counted for purposes of constituting a quorum. A Boardmember disqualified from voting by law shall not be counted for purposes of constituting a quorum. The foregoing shall not prevent less than a quorum, otherwise gathered at the time and place and for the purpose of conducting a meeting, from adjourning from time to time in accord with the law until a quorum is present.

### 1-3.5 OFFICERS AND THEIR DUTIES

Boardmembers are expected to attend all meetings of the District Board. If a Boardmember fails to attend without permission all regular, adjourned regular or special meetings for sixty days consecutively from the last meeting attended that office becomes vacant and shall be filled as any other vacancy.

Every January in even number years, the Board shall select a President and Vice-President from the Boardmembers eligible.

### 1-3.6 DUTIES OF PRESIDENT AND VICE-PRESIDENT

A. The President shall be the presiding officer of the Board. In the absence of the President of the Board, the Vice-President shall preside over the Board. In the absence of the Vice-President, the Fire Chief shall preside over the election of a temporary President, who will preside until the return of one of the officers. The President shall have the power, authority, and discretion, without a vote of the majority of the Board to:

1. Open all meetings of the Board at the appointed hour by taking the chair and calling the Board to order.
2. Maintain order and proper decorum.
3. Announce the business before the Board in the order prescribed by these rules.
4. Receive and submit all matters properly brought before the Board, to call for votes upon the same, and to announce the results.
5. Authenticate by signature all acts of the Board as may be required by law.
6. Make known all Rules of Protocol when so requested, and to decide all questions of order, subject to an appeal of the Board.
7. Except as otherwise provided by these Rules, to preside at all closed sessions of the Board.
8. Perform such other duties as may be required by law or as may pertain to such office.
9. Sign all instruments requiring execution or agreement by the Board.
10. Serve as the chief spokesperson and representative for the Board for matters concerning public policy.

## BOARD OF DIRECTORS POLICY

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11. Delegate by administrative directive any of the duties assigned to the President to the Fire Chief.
12. Set time limits on Board discussion on any matter, subject to Board's approval.
13. Set time limits on any communications from members of the public to the Board; in no event shall any individual public communication exceed three minutes without the consent of the President and/or the District Board.
14. Declare the opening of public hearings.
15. Rule any motion on a subject not on the agenda as being out of order, in which case the motion shall thereafter be void.
16. Continue or postpone any matter until the next regular, adjourned regular or special meeting whenever the District Counsel advises that there is a question as to the validity or constitutionality of the particular proposed course of action which is the subject matter of such motion subject to the Board's approval.
17. Rule any speaker out of order, terminate any communication with the Board from a member of the public and/or declare a recess in order to establish order at any meeting. The President may move, second and debate from the President, subject only to such limitations of debate as are by these rules imposed upon all members. The President shall not be deprived of any of the rights and privileges of a Boardmember by reason of being President or acting as the President.

B. It shall be the duty of the Vice-President:

1. In the absence of President, the Vice-President shall exercise the duties and powers of the President.
2. To serve with the President as spokesperson and representative for the Board.
3. To assist the President in anticipating issues and problems deserving or in need of special meetings.

### 1-3.7 CLERK OF THE BOARD

The Clerk of the Board shall be designated by the Fire Chief. The Clerk of the Board shall have power and be required to:

- A. Be responsible for the recording and maintaining of a full and true record of all the proceedings of the Board in books that shall bear appropriate titles and be devoted to such purpose, and attend all meetings of the Board either in person or by delegate;
- B. Maintain separate books, in which shall be recorded respectively all ordinances and resolutions, with the certificate of the Clerk annexed to each thereof stating the same to be the original or a correct copy, and as to an ordinance requiring publication, stating that the same has been published in accordance with state law; keep all books properly indexed and open to public inspection when not in actual use.
- C. Maintain separate files, with appropriate indexes thereto, of all contracts the execution of which was specifically authorized by Board action, and of all official bonds of the District.
- D. Administer oaths or affirmations, take affidavits and depositions pertaining to the affairs and business of the District and certify copies of official records.
- E. Maintain in appropriate books and files such other records, documents, instruments, and papers as the Board shall provide by ordinance.

## BOARD OF DIRECTORS POLICY

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- G. Except as may be otherwise provided by ordinance or resolution of the Board the destruction or other disposition of District records, documents, instruments, books, and papers in the custody of the Clerk of the Board shall be governed by the laws of the State regulating the destruction or disposition of the records of a special district and procedures adopted by the District Board.

### 1-3.8 BOARD ADVISORY COMMITTEES

Advisory committees may be created as needed with the concurrence of a majority of the Board.

Advisory committees shall assist in the resolution or study of issues arising from specific areas of concern resulting from the main subject matter assigned it by the Board.

All communications and advice from an advisory committee shall be made to the Board.

Advisory committees shall serve until discharged by a majority of the Board.

Membership of advisory committees shall not include a majority of members of the Board.

### 1-3.9 VOTING

Every vote taken by the Board shall be by open ballot. There shall be four methods of ascertaining the decision of the Board upon any matter:

1. Voice vote;
2. Call of the roll of the members in alphabetical order, except the President who shall be last and a record made by the Clerk of the Board of the vote of each member;
3. Electronic vote; or
4. Unanimous consent.

Upon the request of any member of the Board on any motion, the Clerk of the Board shall call the roll. A member's silence shall be recorded as an affirmative vote. If a member does not vote in the affirmative or negative or does not respond in a manner permitted under this paragraph, the member shall be deemed to have voted in the affirmative.

The Clerk of the Board shall record each vote and each abstention in the Minute Book. Whenever the ayes and noes are called, a Boardmember shall not be permitted to explain a vote or an abstention without the unanimous consent of the Board. After the announcement of the result, a Boardmember shall not be permitted to vote or to change a vote or an abstention, except in the case of a motion to reconsider as set forth in Policy No. 1-3.25.

## BOARD OF DIRECTORS POLICY

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### 1-3.10 DISCLOSURE OF INTEREST

As to conflict of interest issues, the Board shall comply with State law and all rules, policies, and regulations approved by the Fair Political Practices Commission.

For Financial Conflicts of Interest:

#### Consent Calendar

If the matter on which the Boardmember has a conflict is on the Consent Calendar:

1. Immediately prior to the Consent Calendar votes, they should:
  - a. Announce that they have a financial conflict of interest on a particular item (or items).
  - b. Describe the conflict(s) in sufficient detail to be understood by the public.
  - c. State that they will not be voting on the item(s).

2. After the announcements have been made, the Board votes on the Consent Calendar. The Boardmember does not need to step down from the dais during the vote. The vote recorded by the Clerk of the Board will note those items where Boardmembers did not participate due to a conflict.

#### Items not on the Consent Calendar or items pulled from the Consent Calendar

Should a Boardmember have a conflict of interest on an item that is not on the Consent Calendar (or has been pulled from the Consent Calendar for further discussion):

1. Before the item is discussed, they should:
  - a. Announce that they have a financial conflict of interest on the item (or items).
  - b. Describe the conflict(s) in sufficient detail to be understood by the public.
  - c. State that they will not be voting on the item(s).
  - d. Leave the room until after the discussion, vote and any other disposition of the item has concluded.

#### Speaking on Agenda Items

Where a Boardmember has a conflict of interest, State law allows them to speak on the particular item during the general comment period in their capacity as a citizen, but not as a Boardmember or representative of a group of people. In those instances, the Boardmember would return to the meeting location to speak and then leave until after the discussion, vote, and any other disposition of the matter has concluded.

### 1-3.11 EFFECT OF NONOBSERVANCE

Failure to observe the rules set forth in this policy shall not invalidate any action taken which is otherwise lawful but defective only for failure to follow the procedure outlined in this policy.

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### 1-3.12 TIME AND PLACE OF MEETINGS

The District Board shall hold regular meetings at such place as may be determined by the Board. The times and dates of regular District Board meetings shall be determined by the District Board resolutions.

When the day for any meeting falls on a holiday as provided in this policy, no meeting shall be held on such holiday, but a meeting may be held at the same hour on the following business day that is not a holiday.

Special meetings may be called at any time by the President or by a majority of the members of the District Board by delivering personally or by mail written notice to each Boardmember and to each local newspaper of general circulation, radio or television station requesting notice at least twenty-four hours before the time of such meeting as specified in the notice and by posting, at least twenty-four hours prior to the special meeting in a location that is freely accessible to members of the public.

- A. The call and notice shall specify the time and place of the special meeting and the business to be transacted.
- B. No other business shall be considered at such meetings.
- C. Written notice may be waived by any Boardmember who, at or prior to the time the meeting convenes, files with the Clerk of the Board a written waiver of notice.
- D. Such waiver may be given by email or other written documentation.
- E. Such written notice may also be dispensed with as to any Boardmember who is actually present at the meeting at the time it convenes.

### 1-3.13 REQUESTS FOR FUTURE AGENDA ITEMS

Boardmembers wishing to have an agenda item placed on a future agenda shall ask the Fire Chief or his/her designee to include the request under the Request for Future Agenda Items section of the agenda. Requests must be made at least one week in advance of the meeting. In the alternative, if the deadline is missed, a Boardmember may make a request under the Requests for Future Agenda Items section of the agenda.

At the next regularly scheduled District Board meeting the requested item will be listed on the agenda under Request for Future Agenda Items. The item will identify the Boardmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Boardmember to frame the issue so that the Board and public clearly understand the request.

When the item is called, the Boardmember making the request will describe the request and the Board may have a brief discussion of the requested item. Upon the concurrence of a majority of the membership of the District Board that staff time and District resources be spent on the item, it shall be scheduled for a future meeting. Board discussion will be limited to whether staff time and District resources should be spent on the item. They will not take action on the item itself; concurrence that staff time and District resources will be devoted to the item does not signify approval of the item, just that the Board wishes to have it studied further and the Board may, at any time, decide not to pursue the item further.

## BOARD OF DIRECTORS POLICY

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Members of the public requesting an item be added to a future agenda shall have a Boardmember sponsor their item. The sponsoring Boardmember shall follow those procedures listed above.

### 1-3.14 AGENDA--ORDER OF BUSINESS

All reports, communications, resolutions, ordinances, contract documents or other matters, including basic fact and matters pertinent thereto, to be submitted to the Board, shall be delivered to the Clerk of the Board not later than 9 a.m. on the Wednesday preceding the meeting. The Clerk of the Board shall thereafter arrange a list of such matters according to the order of business, and will endeavor to furnish each member of the Board with a copy of the list not later than five p.m. on the Friday preceding the regular or adjourned regular meeting. Whenever feasible, each item on the agenda shall contain a staff recommendation and the specific action requested to be taken by the Board. All material pertaining to and accompanying the agenda shall be made available to the public when made available to the District Board.

No matters other than those listed on the agenda shall be finally acted upon by the Board provided, however, that matters not on the agenda may be submitted for Board consideration and action pursuant to state law or under any of the following conditions:

- A. Upon a determination by a majority vote of Board that an emergency situation exists, as defined in Government Code Section 54956.5;
- B. Upon a determination by a two-thirds vote of the Board, or if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted; and
- C. The item was posted for a prior meeting of the Board occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

The business of the Board shall, except upon an affirmative vote of the District Board or a determination by the President, be taken up for consideration and disposition at its meeting.

The regular order of business may be changed or suspended for any purpose at any particular meeting by the President with the consent of a majority of the Boardmembers present.

### 1-3.15 MINUTES

Minutes shall consist of a clear and concise statement of each and every Board action, including the motions made and the vote thereon. The Clerk of the Board, with consensus of the Board, shall determine the scope and format for all minutes including District Board and committee meetings. The Clerk of the Board shall have exclusive responsibility for preparation of the District Board minutes. If a majority of the District Boardmembers approves a verbatim transcript, the Clerk of the Board or his/her designate shall prepare the transcript.

Minutes may be approved without reading if the Clerk of the Board has previously furnished each Boardmember with a copy.

## BOARD OF DIRECTORS POLICY

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### 1-3.16 VOTING

When any motion is in order for the question before the Board, a vote thereon shall be taken by voice, roll call, or voting device and entered in full upon the record.

A member's vote may be changed only upon a timely request to do so immediately following the announcement of the vote by the Clerk of the Board and prior to the time that the next item in the order of business is addressed.

Ordinances, resolutions and other matters submitted to the Board must be adopted by a majority vote of the total membership of the Board unless a greater number of votes may be required by law. The word "majority" means five votes for the District Board and all committees with a total of nine members. Where a majority vote cannot be obtained because one or more members of the Board is absent, such matter shall automatically be added to the future agenda of the Board to be considered at least once by the Board with all members who can vote present.

### 1-3.17 PUBLIC HEARINGS

The term "public hearing" includes all public hearings having specific notice requirements by state law or District ordinance, including employee disciplinary proceedings and proceedings for the revocation, suspension, or reinstatement of permits, licenses, and franchises.

Public hearings shall be conducted in the following order:

1. Staff Reports;
2. Questions of staff;
3. Hearing opened by President;
4. Public testimony;
5. Close hearing by majority vote;
6. Discussion among District Board; and
7. Action by majority vote.

On the date and at the time and place designated in the notice, the Board shall afford any interested person or his or her authorized representative, or both, the opportunity to present witnesses, to present documentary evidence, to present statements, arguments or contentions orally and/or in writing, subject to the rules on addressing the Board and rules stated in this policy.

All oral statements, documents, exhibits, communications, petitions, maps or displays submitted at the hearing may be considered by the Board as evidence and in such event retained as part of the record. Whenever practicable, a written staff report shall be prepared and presented as part of the staff presentation. Evidence shall not be taken outside the Board chambers and shall not be considered by the Board, except when, during the hearing, the meeting is adjourned to a particular date, place and time for the purpose of taking visual or demonstrative evidence.

In the event a Boardmember is absent at a meeting where a hearing is held which has been continued to a subsequent meeting, such member may participate in the matter at such subsequent

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meeting if otherwise qualified upon stating for the minutes that such Boardmember has reviewed the written minutes of the prior portions of the hearing and is prepared to participate.

Any hearing being held or noticed or ordered to be held by the Board may, by minute action, be continued to any subsequent regular or adjourned regular meeting of the Board in compliance with the laws of the state.

### **1-3.18 SPEAKING RIGHTS OF BOARDMEMBERS**

Every Boardmember desiring to speak shall address the President, and upon recognition by the President shall confine comments to the question under debate, avoiding personalities and indecorous language.

A member, once recognized, shall not be interrupted when speaking unless it is to call such member to order, or as herein otherwise provided. If called to order while speaking, a member shall cease speaking until the question of order is to be determined, and, if in order, shall be permitted to proceed.

The Boardmember moving the adoption of an ordinance, resolution or Board action shall have the privilege of closing the debate.

### **1-3.19 MOTIONS**

No motion may be debated nor voted upon unless it has received a second. Only one motion may be before the Board at any time.

A motion to table takes precedence over all other motions and shall be subject to debate. When a motion to table is passed, the matter shall not again be considered by the Board unless such matter is taken from the table by a majority vote of the Board.

A matter once tabled shall not be placed on the agenda nor discussed unless a member who had voted to table such matter requests the Board to have such matter taken from the table, or requests the clerk to place such matter on the agenda for the purposes of determining whether or not such matter shall be taken from the table.

### **1-3.20 RULES OF ORDER**

Except as otherwise provided in this policy, proceedings of the Board shall be governed by common sense and professionalism. In the event of a dispute concerning procedural matters not specifically covered in this policy, the majority vote of the Board shall prevail.

Rules adopted to expedite the transaction of business of the Board in an orderly fashion are deemed to be procedural only, and the failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law.

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### 1-3.21 ADDRESSING THE BOARD

Any person desiring to address the Board shall first secure the permission of the President to do so. Notwithstanding this provision, the majority of the District Board may vote to recognize any speaker and determine the length of time allowed to the speaker. In addition, but unless the President rules otherwise, any person shall have the right to address the Board upon obtaining recognition by the President to speak subject to the following:

- A. Public Hearings. Interested persons or their authorized representatives may address the Board orally or in writing relating to the matters which are then subject to a public hearing.
- B. Non-“Hearing” Matters. Interested parties or their authorized representatives may address the Board with regard to matters with which they are concerned and are then the subject of Board discussion. When copies of such communications are furnished to each Boardmember present, such written communications shall not be read aloud at the meeting unless so ordered by a majority vote of the Board. Written communications from the administrative staff shall not be read aloud unless requested by any Boardmember.
- C. Public Comments. Any person may address the Board under Public Comment Section of the Board agenda with regard to any matter with which they are concerned. The Board shall not discuss any matter not on the agenda pursuant to state law and this policy nor take any action except to refer such matter to a future agenda.
- D. Addressing the Board. Each person addressing the Board shall register their desire by completing and submitting a “Public Comment Speaker Card” to the Clerk of the Board. Persons addressing the Board shall speak into the microphone at the speaker’s podium, and should state his or her name and address in an audible tone of voice for the record, and unless further time is granted by the President, shall limit the remarks to three minutes. All remarks shall be addressed to the Board as a body, and not to any member thereof. No person other than the Board and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the President
- E. Limitation to Agenda Item. Except under public comments, the President shall not permit any communication, written or oral, to be made or submitted unless such communication addresses the agenda item then under discussion.
- F. Consent Required. No person shall address or question a Boardmember, the staff or any other person without the prior consent of the President. Notwithstanding this provision, a District Boardmember may address a question to staff or any other person without the consent of the President if the majority of the District Board approves the request to speak to staff or person.
- G. Permission to Speak. After a motion is made by a Boardmember, no person shall address the Board without first securing the permission of the Board to do so.

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- H. Anonymous Communications. Anonymous communications shall not be considered nor placed on the agenda.
  
- I. Group Communications. When any identifiable group of persons, as opposed to the general public at large, wishes to address the Board on the same agenda item, the President may request that a spokesperson be chosen by said group to address the Board. If additional issues are to be presented at the hearing by any other member of such group, the President may limit the time periods to address the Board, so as to avoid unnecessary repetition of issues before the Board.
  
- J. Additional Opportunity to Address the Board. Subject to the needs of the Board to expeditiously perform its business and to avoid repetitive testimony, any person may be permitted by the President to address the Board more than once on any particular item. No person shall be allowed to address the Board more than once on an item until all persons present and wishing to address the Board have been provided the opportunity to do so. The President may limit the time period allowed any person to address the Board on an item more than one time, and shall not permit repetitive testimony from any person.

### 1-3.22 RULES OF DECORUM -- ENFORCEMENT

While the Board is in session, all persons shall preserve the order and decorum of the session; and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Board nor disturb any member while speaking, or refuse to obey the orders of the Board or its President, except as otherwise herein provided.

Any person making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the Board, which conduct delays or interrupts the due course of the meeting, shall be forthwith barred from further audience before that session of the Board by the President, unless permission to continue is granted by majority vote of the Board.

While the Board is in session, any person who acts in a disorderly, contemptuous or insolent manner towards the Board or any Boardmember thereof, or who becomes boisterous while addressing the Board or any Boardmember thereof, which conduct delays or interrupts the due course of the meeting, or any member of the public in attendance who fails, on demand of the President, to comply with any order of the President made in accord with the authority of this policy, is subject to possible criminal penalties. No person, except District officials and their representatives, shall be permitted within the area beyond the rostrum which is reserved for staff and Board without the express consent of the Board.

The Fire Chief may designate such appropriate person or persons to act as sergeant at arms to carry out all orders and instructions given by the President for the purposes of maintaining order and decorum at the Board meeting. Upon instructions of the President, it shall be the duty of the sergeant at arms, or any of them present, to place any person who violates the order and decorum of the meeting under arrest, and cause such person to be prosecuted under provisions of this code, the complaint to be signed by the President or other appropriate person present.

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### 1-3.23 CONSIDERATION OF PRESIDENTIAL APPOINTMENTS

Action by the Board on requests by the President for confirmation or approval of an appointee or nominee to a public office, committee or position shall be taken by minute action confirming or not confirming the appointee or nominee.

### 1-3.24 PETITIONS

Any person may petition the Board. Petitions and other matters shall be in writing, signed by the petitioners or persons presenting them. All petitions shall be made part of the official records kept by the Clerk of the Board and referred to committee, as appropriate. The petitions will be retained in accordance with the District's records retention policy.

### 1-3.25 RECONSIDERATION

A motion to reconsider any action approved by the Board shall be made by a member of the majority and seconded by any Boardmember no later than the end of the next public meeting of the Board. It may be either immediately during the same session, or at a recessed or adjourned session thereof. Such motion may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable. At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion. The motion must be approved by a majority of the entire Board of Directors.

If an intent to make a motion for reconsideration is communicated to the President or Fire Chief by any Boardmember who voted in the majority on a question prior to the state law deadline for posting the Board of Directors' meeting agenda, then the item shall appear as a possible reconsideration on the posted agenda for the next regular meeting or intervening special meeting. Otherwise, no Board of Directors' discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda. If reconsideration of the action has not been posted on the Board agenda for the meeting at which the motion to reconsider is made, actual reconsideration of the item must be delayed until the next duly noticed regular or special meeting.

Effect of Approval of Motion. Upon approval of a motion to reconsider, and at such time as the matter is heard, the Board shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts. If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required. If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible Board of Director's meeting and shall be re-noticed in accordance with all applicable State law and District policies and procedures. The Clerk of the Board shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider

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### 1-3.26 PRIORITY OF BUSINESS

The majority of the entire membership of the Board may, by motion, designate any matter to be a special order of business, which shall take precedence over all other business. A special order of business action is limited to matters properly noticed and placed on the agenda under the Ralph M. Brown Act, Government Code Sections 54950 *et. seq.*

The President or a majority of the Board shall decide all questions relating to the priority of business to be acted upon by the Board.

The order of business will be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Presentations, awards, commendations, proclamations, and honorary resolutions (Board quorum not necessary)
5. Public Comment
6. Adopt Uncontested Consent Calendar Items & Minutes
7. Contested Consent Items
8. Proceed with Order of Agenda
9. Closed Session (Can be conducted before the meeting or after all items of the Agenda have been completed)

Consent calendar items will be enacted by one motion. There will be no separate discussion of such items unless requested by a Boardmember. Items pulled for discussion will be considered immediately after the uncontested consent items have been approved. A Boardmember may vote against or abstain on a particular consent calendar item without pulling it from the Consent Calendar.

### 1-3.27 NEW RULES AND AMENDMENTS

A rule of the Board may be altered or rescinded and a new rule may be adopted by a resolution approved by an affirmative vote of a majority of the entire membership of the Board at an open meeting. Any amendments would have to be placed on the agenda before the Board may take action to amend them.

### 1-3.28 POLICIES AND PROTOCOL RELATED TO CONDUCT

#### A. Ceremonial Events.

Requests for a District representative at ceremonial events will be handled by District staff. The President will serve as the designated District representative. If the President is unavailable, then the Vice President shall serve as representative and if either the President or Vice President are unavailable, District staff will determine if event organizers would like another representative from the Board. If yes, then the

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President will recommend which Boardmember should be asked to serve as a substitute. Invitations received at District offices are presumed to be for official District representation. Invitations addressed to Boardmembers at their homes are presumed to be for unofficial, personal consideration.

B. Correspondence Signatures.

Boardmembers do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Board meetings. District staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the President unless the President requests that they be signed by another Boardmember or District staff. If correspondence is addressed only to one Boardmember, the specific Boardmember should coordinate with staff the best way to respond to the sender.

C. Non-agenda Items.

During a designated time period on the agenda, citizens, Boardmembers and staff may bring forth issues or questions that are not on the meeting's agenda. Topics should be legislative items requiring action by the President or the Board, study issues for future consideration, and requests for information.

D. Public Announcements in Board Meetings.

Boardmembers are encouraged to report on their activities and other items of public interest. Boardmembers speak during the Informational Reports portion of the Board meeting. Boardmembers who wish to recognize achievements or promote an event should place the matter on the agenda under "presentations, awards, commendations, proclamations and honorary resolutions."

E. Public Hearing Protocol.

Staff shall present the matter to the Board and the President will determine the length of time allowed for this presentation if appropriate. Speakers representing either pro or con points of view will be allowed to follow. The President will determine speaker order and the amount of time allowed for each speaker, with three minutes the standard time granted. The President has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. Boardmembers will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" statements by Boardmembers are not appropriate until after the close of the public hearing. Boardmembers should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

F. District Letterhead

District Boardmembers are prohibited from using District letterhead for personal use or when acting solely in the capacity as a Boardmember . Any correspondence using District letterhead shall be used only by staff or when the Board has taken action at a regular or special District Board meeting.

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### 1-3.29 BOARD CONDUCT WITH ONE ANOTHER

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and future of the community. In all cases, this common goal should be acknowledged even as the Board may "agree to disagree" on contentious issues.

#### A. In Public Meetings.

1. Use formal titles. The Board should refer to one another formally during public meetings as President, Vice President or Boardmember followed by the individual's last name.
2. Practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Boardmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
3. Honor the role of the President in maintaining order. It is the responsibility of the President to keep the comments of Boardmembers on track during public meetings. Boardmembers should honor efforts by the President to focus discussion on current agenda items. If there is disagreement about the agenda or the President's action, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
4. Avoid personal comments that could offend other Boardmembers. If a Boardmember is personally offended by the remarks of another Boardmember, the offended Boardmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Boardmember to justify or apologize for the language used. The President will maintain control of this discussion. If the President is the offending party, the Vice President shall act in the role of President provided in the Board Administrative Policy.

### 1-3.30 BOARD CONDUCT WITH DISTRICT STAFF

- #### A.
- The District Board and its members shall deal with the administrative service solely through the Fire Chief. This requires that neither the District Board nor any individual member shall give any direct orders to any of the subordinates of the Fire Chief. However, this is not meant to impede or restrict access by any Boardmember to District staff for the purpose of collecting information they feel they need to do their job as an elected official. Specific requests for such information should be directed to District Chief or Battalion Chiefs.

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### 1-3.31 GUIDELINES FOR BOARD CONDUCT WITH THE PUBLIC

#### A. In Public Meetings.

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Boardmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. Be welcoming to speakers and treat them with respect.
2. Be fair and equitable in allocating public hearing time to individual speakers. The President will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated five minutes. If many speakers are anticipated, the President may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Board requests additional clarification later in the process. After the close of the public comment portion, no more public testimony will be accepted unless the President reopens the public hearing for a limited and specific purpose.

3. Give the appearance of active listening.
4. Ask for clarification, but avoid debate and argument with the public. Only the President – not individual Boardmembers – can interrupt a speaker during a presentation. However, a Boardmember can ask the President for a point of order if the speaker is off the topic or exhibiting behavior or language the Boardmember finds disturbing. If speakers become flustered or defensive by Board questions, it is the responsibility of the President to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Boardmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Boardmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
5. There shall be no personal attacks of any kind, under any circumstances. Boardmembers should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.
6. Follow parliamentary procedure in conducting public meetings. The District Counsel is available to answer questions or interpret situations according to parliamentary procedures. The President, subject to the appeal of the full Board, makes final rulings on parliamentary procedure.

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### 1-3.32 BOARD CONDUCT WITH OTHER PUBLIC AGENCIES

Be clear about representing the District or personal interests. If a Boardmember appears before another governmental agency or organization to give a statement on an issue, the Boardmember must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the District; and 2) whether this is the majority or minority opinion of the Board.

If the Boardmember is representing the District, the Boardmember must support and advocate the official District position on an issue, not a personal viewpoint. If the Board-member is representing another organization whose position is different from the District, the Boardmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the District's interest. Boardmembers should be clear about which organizations they represent and inform the President and Board of their involvement.

Correspondence also should be equally clear about representation. District letterhead may be used when the Boardmember is representing the District and the District's official position. A copy of official correspondence should be filed in the Board Office as part of the permanent public record.

District letterhead is not to be used for correspondence of Boardmembers representing a personal point of view, or a dissenting point of view from an official Board position.

### 1-3.33 BOARD CONDUCT WITH THE MEDIA

Boardmembers are frequently contacted by the media for background and quotes.

- A. The best advice for dealing with the media is to never go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- B. The President is the official spokesperson for the Board on District policy. The President is the designated representative of the Board to present and speak on the official District position. If the media contacts an individual Boardmember, the Boardmember should be clear about whether their comments represent the official District position or a personal viewpoint.
- C. Choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

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## 1-3.34 SANCTIONS

### Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Board Chambers.

### Boardmembers' Behavior and Conduct

District Boardmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Board, lose committee assignments (both within the District or with inter-governmental agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Board.

### Revision History

| Date | Resolution No. | Action<br>Adopted policy |
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### 1-4.1 PURPOSE OF EXECUTIVE COMMITTEE

It is the intent of the Board of Directors of the East Contra Costa Fire Protection District to form an Executive Committee for the purpose of supporting and assisting the District and Fire Chief regarding day to day operations and administration of the District as necessary.

### 1-4.2 EXECUTIVE COMMITTEE MEMBERSHIP

The Executive Committee members will consist of the Fire Chief, District legal counsel, the City Managers of the cities of Brentwood and Oakley and representation from the Contra Costa County Administrator's office, or these members' designees.

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. C-4**

**Meeting Date:** February 3, 2010

**Subject/Title:** Approve and authorize the continuation of signature authority of the Acting Fire Chief and Fire Chief pursuant to Contra Costa County Purchasing and Personnel Policies and Procedures with amendments.

**Submitted by:** Acting Fire Chief Henderson

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**RECOMMENDATION FOR ACTION**

Adopt a Resolution approving and authorizing the continuation of signature authority of the Fire Chief or Acting Fire Chief pursuant to Contra Costa County Purchasing and Personnel Policies and Procedures with amendments.

**PREVIOUS ACTION**

Contra Costa County Administrative Bulletin No.600.1: Purchasing Policy and Procedures, dated 5-19-08, authorizes department heads to requisition purchases through the County Purchasing Agent within current budget accounts.

Contra Costa County Administrative Bulletin No.611.0: Purchasing, dated 8-1-07, requires review and approval of the County Administrator's Office of single item purchases in excess of \$25,000 and additional review and approval by the County Board of Supervisors of single item purchases in excess of \$100,000.

County Administrator's memorandum dated 1-24-08 authorized signature of Hugh Henderson, upon appointment as Acting Fire Chief, pursuant to County Purchasing and Personnel Policies.

**SUBJECT BACKGROUND**

Previously, the Contra Costa County Board of Supervisors has acted as the Board of Directors for the East Contra Costa Fire District. In this association, the County offices have provided administrative support to the District such as purchasing, accounting, payroll and personnel services. Reimbursement to the County for these services has been budgeted by the District.

It is proposed the County will continue to provide these services while the District pursues alternatives and presents options for future consideration by the new Board. For the time being, it is necessary to continue signature authorization of the Fire Chief or Acting Fire Chief pursuant to County policies to maintain District business.

Current policy and authorization allows the Acting Fire Chief, acting as department head, to requisition single item purchases/services up to \$25,000 within the approved budget. County policy further requires review and approval by the County Administrator's Office for single item purchases/services between \$25,000 and \$100,000, with purchases exceeding \$100,000 requiring approval by the Board of Supervisors. Proposed signature authorization would continue the Fire Chief's or Acting Fire Chief's authority for requisitions up to \$25,000, within the approved budget, including necessary payroll and/or personnel documents. Single item purchases exceeding \$25,000 will be brought to the new Board for approval, rather than requiring review by the County Administrator's Office. This authorization will remain in effect as staff prepares a District purchasing policy for future Board consideration.

Attachments:  
Resolution

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS RESOLUTION NO. 2010-\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS APPROVING AND AUTHORIZING THE CONTINUATION  
OF SIGNATURE AUTHORITY OF THE FIRE CHIEF OR ACTING FIRE CHIEF  
PURSUANT TO CONTRA COSTA COUNTY PURCHASING AND PERSONNEL  
POLICIES AND PROCEDURES WITH AMENDMENTS.**

**WHEREAS**, the Contra Costa County Board of Supervisors has previously acted as the Board of Directors for the East Contra Costa Fire Protection District and the County offices have provided administrative support and services to the District; and

**WHEREAS**, Contra Costa County Administrative Bulletin No.600.1 authorizes department heads to requisition purchases within current budget accounts, Administrative Bulletin No.611.0 requires approval by County Administrator's Office of single item purchases in excess of \$25,000 and approval by the County Board of Supervisors of single item purchases in excess of \$100,000; and

**WHEREAS**, County Administrator's memorandum dated 1-24-08 authorized signature of the current Acting Fire Chief pursuant to County Purchasing and Personnel Policies; and

**WHEREAS**, it is necessary to continue an amended signature authority to maintain District business while administrative services continue to be provided by the County.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Approve and authorize the continuation of signature authority of the Acting Fire Chief or Fire Chief, in the capacity of department head, pursuant to Contra Costa County Purchasing and Personnel Policies and Procedures.
2. Authorize the Acting Fire Chief or Fire Chief to requisition single item purchases and/or services up to \$25,000, within an approved budget, pursuant to County Purchasing Policies.
3. Require approval by the Board of Directors for requisition of single item purchases and or services exceeding \$25,000.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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NAME  
President, Board of Directors

ATTEST:

---

NAME  
Clerk of the Board

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS AGENDA ITEM NO. C-5**

**Meeting Date:** February 3, 2010

**Subject/Title:** Approve and authorize the Acting Fire Chief to execute a Joint Powers Agreement with Contra Costa County and Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance and authorize applications on behalf of the District for workers' compensation insurance options.

**Submitted by:** Acting Chief Henderson

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**RECOMMENDATION FOR ACTION**

Adopt a Resolution approving and authorizing the Acting Fire Chief, or his designee, to execute a Joint Powers Agreement with Contra Costa County and Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance and authorize the preparation and submittal of applications on behalf of the District for workers' compensation insurance options.

**PREVIOUS ACTION**

Various actions have been taken by the previous Board to obtain and continue liability and workers' compensation insurance for the District.

**SUBJECT BACKGROUND**

Currently, the District is a member of the Joint Powers Agreement ("JPA") with Contra Costa County and the Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance. Under the pooled resources of the JPA, the District is provided coverage for general liability, auto liability and property. The program is administered by the County with funding through equitable cost sharing by member parties which include all Fire Districts within the County, dependent or independent of County governance and various other special districts; Fiscal Year 2009-10 premium costs were \$78,181. It is recommended the District continue with this JPA and its combined resources of Fire Districts countywide.

Workers' compensation insurance coverage is provided for the District through Contra Costa County Risk Management. At the end of the current fiscal year the County will no longer provide coverage with the new independent governance structure. At this time staff is actively researching alternate options for workers' compensation and the best alternate appears to be coverage through Fire Agencies Self Insurance System (FASIS). FASIS is a Joint Powers Authority of Fire and Community Service Districts statewide specializing in workers' compensation for firefighters and volunteers. In Contra Costa County, both Moraga-Orinda and Rodeo-Hercules Fire Districts are members. To receive quotes outlining levels of coverage and premium rates, FASIS requires a complete application and District history. It is recommended staff pursue this application and others that may provide appropriate coverage and return to the Board with details for consideration of participation in a specific workers' compensation program.

Attachments:

Resolution

Joint Powers Agreement

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS RESOLUTION NO. 2010-\_\_\_\_**

**A RESOLUTION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS APPROVING AND AUTHORIZING THE ACTING FIRE CHIEF, OR HIS DESIGNEE, TO EXECUTE A JOINT POWERS AGREEMENT WITH CONTRA COSTA COUNTY AND FIRE DISTRICTS WITHIN CONTRA COSTA COUNTY FOR PROVIDING PUBLIC LIABILITY AND OTHER SELF-INSURANCE AND AUTHORIZE PREPARATION AND SUBMITTAL OF APPLICATIONS ON BEHALF OF THE DISTRICT FOR WORKERS' COMPENSATION INSURANCE OPTIONS.**

**WHEREAS**, The District is currently a member of the Joint Powers Agreement ("JPA") with Contra Costa County and the Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance; and

**WHEREAS**, Under the pooled resources of the JPA, the District is provided coverage for general liability, auto liability and property; and

**WHEREAS**, Workers' compensation insurance coverage is currently provided through Contra Costa County Risk Management and will be discontinued on June 30, 2010; and

**WHEREAS**, alternate options for workers' compensation include Fire Agencies Self Insurance System as a statewide Joint Powers Authority of Fire and Community Service Districts or other insurance providers upon coverage and premium comparison.

**NOW, THEREFORE BE IT RESOLVED** that the East Contra Costa Fire Protection District does hereby:

1. Approve and authorize execution by the Acting Fire Chief, or his designee, of a Joint Powers Agreement with Contra Costa County and Fire Districts within Contra Costa County for Providing Public Liability and Other Self-Insurance.
2. Authorize the Fire Chief to prepare and submit applications for workers' compensation insurance to Fire Agencies Self Insurance System and other insurance providers for purposes of coverage and rate comparison.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the East Contra Costa Fire Protection District at a regular meeting held on the 3<sup>rd</sup> day of February, 2010 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
NAME  
President, Board of Directors

ATTEST:

---

NAME

Clerk of the Board

**JOINT POWERS AGREEMENT FOR PROVIDING PUBLIC  
LIABILITY AND OTHER SELF-INSURANCE**

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**JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING  
PUBLIC LIABILITY AND OTHER SELF-INSURANCE**

1. Parties. This agreement is executed between Contra Costa County, County Fire Protection Districts in Contra Costa County (including Independent Fire Protection Districts as defined herein), Special Districts, Agencies and Commissions organized and existing under the Constitution and statutes of the State of California which are parties signatory to this agreement. All such parties, hereinafter called "Parties," are listed in Appendix A, attached hereto and incorporated herein.

2. Recitals. A. Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Sections 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

B. Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

C. California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier or purchase insurance through a surplus line broker or any combination of these; and

D. Pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

E. California Government Code Section 990.8 provides that two or more local entities may by a joint powers agreement provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insurance funds for claims or losses shall not be considered insurance nor subject to regulation under the Insurance Code; and

Joint Powers Agreement

F. The parties executing this agreement desire to join together for the purpose of jointly funding a program of self-insurance for comprehensive liability, property damage and other coverages to be determined.

### 3. Definitions.

"Agency or Commission" means any agency or commission under the jurisdiction of the Board of Supervisors.

"Board" means the Contra Costa County Board of Supervisors.

"Claim" means a claim made against a party arising out of a loss which is covered by a self-insurance program under this agreement in which the party is a participant.

"County" means Contra Costa County.

"County Administrator" means the County Administrator of Contra Costa County.

"Fiscal Year" means that period of 12 months which is established by the Board of Supervisors as the fiscal year of the Authority.

"Government Code" means the California Government Code.

"Independent Fire Protection District" means a fire protection district which is not governed by the Board, but the territory of which is wholly located within Contra Costa County.

"Insurance Committee" is a committee of representatives of the participants in a self-insurance program appointed pursuant to the procedures established by that program.

"Joint Powers Law" means Article I, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" means a liability or potential liability of a party, including litigation expenses, attorneys' fees and other defense costs, which is covered by a self-insurance program under this agreement.

"Party" or "parties" means Contra Costa County, County Fire Protection Districts located in Contra Costa County, Special Districts, Agencies and Commissions which are parties to this agreement pursuant to Section 5 of this agreement.

"Policy Year" means for each self-insurance program under this agreement the 12 month period beginning with the effective date of the program and each 12 month period thereafter.

"Reinsurance" means insurance purchased as part of an excess program to cover that portion of any loss which exceeds the joint funding capacity of that program.

"Risk Management Division" means the Risk Management Division of the Contra Costa County Administrator's Office.

"Self-insurance Program" means a program under this agreement under which participating parties are protected against designated losses.

"Self-insured Retention" means that portion of a loss experience by a party which is retained as a liability or potential liability of the party and is not subject to payment under this agreement.

"Special District" means a district, fire protection district, or County service area which is governed by the Board .

4. Purpose. The purpose of this agreement is to develop and fund programs of self-insurance. Such programs may include but shall not be limited to the creation of joint insurance funds, the purchase of insurance policies, the purchase of reinsurance and the acquisition of necessary administrative and legal services. Such administrative services may include but shall not be limited to risk management consulting, administrative services, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, administrative, and legal defense services.

All such purposes shall be accomplished through a joint exercise of powers by the parties pursuant to this agreement or such other agreements as may be necessary to implement and carry out such purposes herein.

5. Parties to Agreement.

A. The parties are as described in Section 1, and include such parties as may be later added as parties to this agreement pursuant to Section 16. Each party agrees that the removal of any party from this agreement pursuant to Sections 17, 18, or 24 shall not affect this agreement with the other party(s) to the agreement then remaining.

6. Term.

This agreement shall become effective when executed by the County.. The County Administrator shall notify all parties in writing of such effective date. This agreement shall continue in effect until terminated as provided herein.

7. Governing Authority.

The governing authority is Board of Supervisors of Contra Costa County.

8. Powers of the County Under This Agreement.

The County shall administer this agreement and exercise the powers common to the parties hereto as agreed to herein and all additional powers set forth in the joint powers law and is hereby authorized to do on behalf of the parties all acts necessary for the exercise of said powers, including, but not limited to the following:

A. To make and enter into contracts;

B. To incur debts, liabilities and obligations;

C. To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and government entities;

D. To sue and be sued and to settle any claims arising from this agreement;

E. To receive and use contributions and advances from parties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property;

F. To develop or cause to be developed and review, modify as necessary, and adopt each self-insurance program;

G. To invest pursuant to Government Code Section 6509.5 any money in the County Insurance Trust Funds that is not immediately required to carry out the programs under this agreement.

9. Insurance Committee.

Insurance committees may be formed whenever deemed necessary by the

Joint Powers Agreement

parties or by the Board. The parties to a self-insurance program shall designate how representatives to its insurance committee shall be selected. The representatives shall attend and participate in the meetings of the insurance committee.

10. Administration.

A. The Risk Management Division shall provide services under this agreement, including but not limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, the acquisition of legal defense services, and other administrative services as deemed necessary.

B. The Board shall receive and act upon reports of the Risk Management Division.

C. The Risk Management Division shall act upon each claim asserting covered liability under this agreement. The Board shall delegate claims settlement authority to the Risk Manager subject to monetary limits beyond which a proposed settlement must be referred to the Board for approval.

D. The Board may either directly or through a committee require that the Risk Management Division review, audit, report upon, and make recommendations with regard to safety, loss prevention and administrative functions insofar as such matters affect the liability or potential liability of any self-insurance program.

E. The Board shall receive and review periodic reports and audits of the funds under this agreement as required by Sections 12 and 13. The Board shall have such other powers and functions as are provided for in this agreement, any other duly executed agreements of the Board and in applicable law.

11. Development, Funding and Implementation of Self-insurance Programs.

A. Program Coverage

Self-insurance programs may provide coverages for 1) comprehensive general liability, 2) comprehensive automobile liability, 3) hospital malpractice liability, 4) property and related programs, 6) workers' compensation, and may provide for any other coverages authorized by the Board.

B. Program Funding

The parties participating in any self-insurance program hereunder shall fund all costs of that program including administrative and legal costs as hereinafter provided. These costs shall be equitably allocated among the various programs and shall be funded by the parties participating in such programs in accordance with such allocation as hereinafter provided.

C. Annual Premium

Except as provided in Section 19 below, all costs of each self-insurance program shall be funded by annual premiums charged to the parties participating in the program each fiscal year and by interest earnings on the funds so accumulated. Such premiums shall be determined upon the basis of a cost allocation plan and rating formula developed by the Risk Management Division and/or actuarial services with the assistance of a casualty actuary, risk management consultant or other qualified person or persons. The premium for each participating party shall include that party's share of expected losses, reinsurance costs if any, administrative costs, and legal costs for the year for each program in which the party participates.

D. Premium Surcharge

If a program experiences an unusually large loss or losses during a policy year, such that notwithstanding reinsurance coverage, if any, the joint  
Joint Powers Agreement

insurance fund for the program may in the opinion of the Risk Manager be exhausted before the next annual premiums are due. The Risk Manager may, after consultation with a casualty actuary, impose premium surcharges upon all participating parties the total of which will assure adequate funds for the payment of all such losses, provided that, unless necessary to meet current expenses, the surcharge assessed against any party shall not exceed an amount equal to three times the party's annual projected premium for that year.

**E. Program Implementation and Effective Date**

Following development of a self-insurance program and upon its adoption by the Board of Supervisors, the Risk Management Division shall give each party a written notice of the program which shall include: the coverage to be provided, the minimum number of parties required for program implementation and the estimated first year premium to parties for program participation. Each party may elect to enter the program by giving written notice of such election in a form prescribed by the Risk Management Division.

**12. Accounts and Records.**

**A. Funds and Accounts**

There shall be maintained such funds and accounts as may be required by the Board of Supervisors, or the Risk Management Division. Separate funds and accounts shall be established and maintained for each self-insurance program. Books and records shall be open to inspection at reasonable times by authorized representatives of the parties. The County shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

**B. Self-insurance Fund Report**

Within 180 days after the close of each fiscal year, a written report

of all financial activities for such fiscal year shall be presented by the Risk Management Division to the Board of Supervisors and to each party.

**13. Responsibilities for Funds and Property.**

A. The Risk Management Division shall have custody of and disbursement authority within the limits established by the Board for funds held under this agreement. It may delegate dispersing authority to such persons as may be authorized by the Board of Supervisors to perform that function subject to requirements of B. below.

B. Pursuant to Government Code Section 6505.5 the County Treasurer shall

- 1) receive and acknowledge receipt of all funds generated under this agreement;
- 2) be responsible upon his or her official bond for the safekeeping and disbursement of all such funds so held by him or her; 3) pay any sum due under this agreement as approved for payment by the Board or persons to whom the Board has delegated approval authority, by making such payments from the funds received under this agreement upon warrants drawn by the Auditor; 4) verify and report in writing to the Board and to the parties 180 days after the end of the fiscal year the amount of money then held pursuant to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

C. The Board shall secure or cause to be secured a fidelity bond or bonds, in the amount or amounts and in the form specified by the Board covering all officers and staff who are authorized to hold or disperse funds under this agreement and all officers and staff who are authorized to have charge of, handle and have access to property acquired pursuant to this agreement.

**14. Administration of Claims.**

A. The Risk Management Division shall be responsible for the investigation, settlement or defense and appeal of any claim made, suit brought, or

proceeding instituted, arising out of a loss covered by a self-insurance program under this agreement in which the affected party is a participant.

B. The Risk Management Division may develop and implement standards for the administration of claims for each self-insured program under this agreement subject to Board approval.

15. New Members.

After the effective date of this agreement, the Board may amend this agreement to add any other special districts, agencies, or commissions under its jurisdiction as parties to this agreement. Independent fire protection districts as defined in this agreement may become parties to this agreement upon the approval of the Board. Any party to this agreement may participate in any self-insurance program offered under this agreement subject to approval of the Risk Manager.

16. Withdrawal.

A. A party may withdraw as a party to this agreement by giving 30 days advance written notice to the Risk Management Division at the address shown in Section 24, and if it has withdrawn from all insurance programs in which it was a participant pursuant to B. below.

B. After becoming a participant in a self-insurance program, a party may withdraw from that program only at the end of a fiscal year for the program and only if it gives the Risk Management Division not less than 90 days advance written notice of such action, and subject to such party's meeting any conditions necessary to provide for future loss coverage.

17. Termination of Participation.

A. Notwithstanding any other provision of this agreement, the Board may,

Joint Powers Agreement

by of vote of two-thirds of the Board members present and voting, terminate a party's continued participation in any or all of the self-insurance programs under this agreement. The Board shall give 90 days' advance written notice of the effective date of any termination under this provision. Upon such effective date, the party shall be treated as if it had voluntarily withdrawn from this agreement or from the program as the case may be.

B. A party that does not participate in one or more self-insurance programs under this agreement within the party's first year as a party shall be deemed to have withdrawn as a party to this agreement at the end of such one year period.

C. A party which withdraws from all self-insurance programs in which it was a participant and does not enter any program for a period of six months thereafter shall be considered to have withdrawn as a party to this agreement at the end of such six month period.

18. Effective Date of Withdrawal or Cancellation.

A. If a party's participation in a self-insurance program is terminated with or without termination of the party's participation in this agreement and such termination is effective before the end of the policy year for that program, subject to the provisions of Section 18.B., the Auditor-Controller shall promptly determine and return to the member the amount of any unearned premium payment for the policy year, such amount to be computed on a prorata basis from the effective date of cancellation. Except as so provided, a party which withdraws from this agreement or from any self-insurance program under this agreement shall not be entitled to return of any premium, other payment, or any property contributed under this agreement.

B. Notwithstanding withdrawal or termination from any self-insurance program of the Authority, a party shall pay any premium charges which the Board determines are due from the party for losses of costs during the period in

which the party was a participant in such program. Such charges may include any deficiency in a premium previously paid by the party as determined by an audit, any premium surcharge assessed to the party under Section 11.D and any additional amount of premium which the Board determines to be due from the member upon final disposition of all claims arising from losses under the program during the member's period of participation. Any such premium charges shall be payable by the member within 30 days of the billing.

19. Liability of County Board Members, Officers, Employees, and Committee Members.

The parties hereto shall defend, indemnify, save, and hold harmless the County, its officers, and employees from any and all claims, costs, and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services under this agreement in which they are participating, including negligence not amounting to gross negligence, save and except claims or litigation arising through the gross negligence or willful misconduct of the County or its officers or employees. The parties will reimburse the County for any expenditures, including reasonable attorneys fees, the County may make by reason of the matters that are subject of this indemnification, and if requested by the County will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the other parties, provided however, nothing herein shall relieve the County from any obligations it may have under this section by virtue of its status as a party to this agreement.

20. Amendment.

This agreement may be amended at any time by the agreement of the parties.

21. Prohibition Against Assignment.

No party may assign any right, claim or interest it may have under this agreement and no creditor, assignee or third party beneficiary of any member shall have any right to claim for title to any part, share, interest, fund, premium or asset contributed under this agreement.

22. Agreement Complete.

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

23. Effective Date of Amendment.

Any amendment of this agreement shall become effective upon the approval of any amended agreement by the Board.

24. Notices.

All notices provided for by this agreement shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the County or Risk Management Division shall be sent to:

Risk Management Division  
651 Pine Street, 6th Floor  
Martinez, CA 94553

Notices to any party hereto not governed by the Board of Supervisors shall be sent to the last known address on file with the Risk Management Division. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice the County shall be the date of receipt by the Risk Management Division.

Joint Powers Agreement

25. Regulations.


The Risk Manager is authorized to adopt regulations to implement this agreement.

In witness thereof the undersigned parties hereto have executed this agreement on the dates indicated below.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below:

Rodeo-Hercules Fire Protection District

Date: June 15, 1988

By:   
Chairman, Board of Commissioners

Attest:   
Secretary, Board of Commissioners

SEAL:

JPA:7/88

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below:

San Ramon Valley Fire Protection District

Date: June 15, 1988

By: Patricia J. Boom  
President, Board of Commissioners

Attest: [Signature]  
Secretary, Board of Commissioners

SEAL:

JPA:7/88

IN WITNESS WHEREOF, the undersigned party hereto has executed this agreement on the date indicated below:

Contra Costa County  
County Sanitation Districts No. 5, 15, 19, 7-B  
Contra Costa County Flood Control and Water  
Conservation District  
Home Mortgage Finance Authority  
Contra Costa County Redevelopment Agency  
Public Facilities Corporation  
Juvenile Facilities Corporation  
Storm Drain Maintenance & Storm Drain Districts  
Private Industry Council  
Contra Costa County Fire Protection Districts:  
Bethel Island  
Byron  
Contra Costa Consolidated  
Crockett-Carquinez  
East Diablo  
Moraga  
Oakley  
Orinda  
Riverview  
Tassajara  
West County

JUN 28 1988

Date: \_\_\_\_\_

By: [Signature]  
Chair, Board of Supervisors

Attest: Phil Batchelor, Clerk of the  
Board of Supervisors and  
County Administrator

By: [Signature]  
Deputy

Approved as to Form County Counsel:

By: [Signature]  
Deputy

SEAL:

JPA:7/88

APPENDIX A

Joint Powers Agreement for Providing Public Liability  
and Other Self-Insurance

Contra Costa County  
County Sanitation Districts No. 5, 15, 19, 7-B  
Contra Costa County Flood Control and Water  
Conservation District  
Home Mortgage Finance Authority  
Contra Costa County Redevelopment Agency  
Public Facilities Corporation  
Juvenile Facilities Corporation  
Storm Drain Maintenance & Storm Drain Districts  
Private Industry Council  
Contra Costa County Fire Protection Districts:  
Bethel Island  
Byron  
Contra Costa Consolidated  
Crockett-Carquinez  
East Diablo  
Moraga  
Oakley  
Orinda  
Riverview  
Tassasjara  
West County  
Independent County Fire Protection Districts:  
Rodeo-Hercules  
San Ramon Valley  
Kensington

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below:

East Contra Costa Fire Protection District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Acting Fire Chief

Attest: \_\_\_\_\_

SEAL:

JPA: 7/88

**EAST CONTRA COSTA FIRE PROTECTION DISTRICT  
BOARD OF DIRECTOR'S AGENDA ITEM NO. D-2**

**Meeting Date:** February 3, 2010

**Subject/Title:** Scheduling of Board of Directors workshop regarding District.

**Submitted by:** Acting Fire Chief Henderson

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**RECOMMENDATION FOR ACTION**

Board discussion and provide direction to staff for an appropriate date to schedule a District workshop with the Board of Directors.

**PREVIOUS ACTION**

None

**SUBJECT BACKGROUND**

With the new structure of the Board of Directors it is important to provide information and details about the District. The purpose and focus of the workshop will be:

1. Tour of District area and facilities;
2. District finances – current and future;
3. District service model; and
4. Objectives/Goals – short, mid and long term

Suggested dates include the following Saturdays: February 27, March 13, March 20; or other dates as the Board of Directors is available.

Attachments:

None