

# FIVE CITIES FIRE AUTHORITY



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Daniel Rushing, Chair  
Lan George, Vice Chair  
Caren Ray Russom, Board Member  
Clint Weirick, Board Member

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Matthew Bronson, Management Committee  
Bill Robeson, Interim Management Committee  
Stephen C. Lieberman, Fire Chief  
Tricia Meyers, Clerk to the Board  
David P. Hale, General Counsel

## AGENDA REGULAR BOARD MEETING MONDAY, OCTOBER 16, 2023–5:00 P.M.

City of Grover Beach Council Chambers  
154 South Eighth Street, Grover Beach, CA

### CALL TO ORDER

### FLAG SALUTE

### ROLL CALL

### AGENDA REVIEW:

At this time the Board will review the order of business to be conducted and receive requests for, or make announcements regarding any change(s) in the order of the day. The Board should, by motion, approve the agenda as presented or as revised.

### COMMUNITY COMMENTS AND SUGGESTIONS:

This public comment period is an invitation to members of the community to present issues, thoughts, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the Board. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or Vice Chair may:

- Direct Authority staff to assist or coordinate with you.
- A Board Member may state a desire to meet with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

## BOARD MEETING AGENDA – OCTOBER 16, 2023

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#### **CONSENT AGENDA:**

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member, the Fire Chief or General Counsel may request that any item be pulled from the Consent Agenda to permit discussion or change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

1. **Consideration of Approval of Minutes**(MEYERS)  
**Recommended Action:** Approve the minutes of the Board Meeting of August 21, 2023.
2. **Consideration of Cash Disbursement Activity**(LIEBERMAN)  
**Recommended Action:** Receive and file the listing of cash disbursements for the period of August 1 to August 31, 2023 and September 1 to September 30, 2023.
3. **Consideration of Changes to the Management Resolution to Unrepresented Employee Compensation** (VALENTINE)  
**Recommended Action:** 1) Adopt a Resolution, increasing the compensation for the unrepresented Management employees; 2) Adopt a Resolution, increasing compensation for the unrepresented part-time Office Assistant II position and the part-time Reserve Firefighter position.
4. **Consideration of Approval of Successor Memorandum of Understanding(MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2023-24 through FY 2026-27**(VALENTINE)  
**Recommended Action:** 1) Approve a successor Memorandum of Understanding (MOU). 2) Adopt a Resolution with the International Association of Fire Fighters (“IAFF”) Local 4403 for the period July 1, 2023 to June 30, 2027. 3) Approve a budget adjustment to appropriate \$51,900 in fund balance.
5. **Consideration of a Resolution to Declare a Patrol Vehicle and Generator as Surplus** (LIEBERMAN)  
**Recommended Action:** Adopt a Resolution to declare a 2002 Ford F-550 Patrol and Trailer Mounted Generator as surplus equipment.
6. **Consideration of a Resolution Adopting Revised Job Description for Fire Chief** (BRONSON/ROBESON)  
**Recommended Action:** Adopt a Resolution adopting a revised job description for Fire Chief.

#### **CONTINUED BUSINESS:**

None.

**NEW BUSINESS:**

1. **Consideration of Approval for Interim Fire Chief** (BRONSON/ROBESON)  
**Recommended Action:** Adopt a Resolution appointing Stephen C. Lieberman as Interim Fire Chief until completion of the recruitment process for a new Fire Chief.
  
2. **Update and Policy Direction on Oceano Fire Service Contract**(BRONSON/ROBESON)  
**Recommended Action:** Receive an update on the recent County Board of Supervisors action regarding fire service in unincorporated Oceano and provide direction to staff on key parameters for negotiating a potential service contract between the Five Cities Fire Authority and the County.

**BOARD MEMBER ITEMS:**

The following item(s) are placed on the agenda by a Board Member who would like to receive feedback, obtain consensus to direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken.

None.

**MANAGEMENT COMMITTEE / FIRE CHIEF ITEMS:**

The following item(s) are placed on the agenda by the Fire Chief in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

- a. Management Committee Updates
- b. Fire Chief Updates

**GENERAL COUNSEL ITEMS:**

The following item(s) are placed on the agenda by the Interim General Counsel in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

None.

**BOARD COMMUNICATIONS:**

Correspondence/Comments as presented by the Board.

**CLOSED SESSION:**

None.

**ADJOURNMENT**

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All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the Clerk to the Board's office, 140 Traffic Way, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Clerk to the Board's office at 805-473-5490 as soon as possible and at least 48 hours prior to the meeting date.

Any documentation or materials to be submitted by the General Public for consideration by the Board shall be submitted to the Clerk to the Board by email at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org), no later than 24 hours prior to the above scheduled time for the Five Cities Fire Authority Board meeting. Failure to submit documents or any materials at least 24 hours prior to the scheduled time for the Board meeting shall be grounds for the Board to reject consideration or review of those items unless otherwise required by state or local laws.



This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agendas are posted at the Arroyo Grande City Hall, 300 E. Branch Street, Arroyo Grande, Headquarters ~ Station 1, 140 Traffic Way, Arroyo Grande, the Grover Beach City Hall, 154 S. 8<sup>th</sup> Street, Grover Beach, and Station 2, 701 Rockaway Avenue, Grover Beach.

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Agenda reports can be accessed and downloaded from the Five Cities Fire Authority Website at [www.fivecitiesfireauthority.org](http://www.fivecitiesfireauthority.org).

## MINUTES

### FIVE CITIES FIRE AUTHORITY BOARD MEETING MONDAY AUGUST 21, 2023

#### **CALL TO ORDER:**

Management Committee representative Bronson called the Five Cities Fire Authority (FCFA) Board meeting to order at 5:00 p.m.

#### **FLAG SALUTE:**

Chair Rushing led the Flag Salute.

#### **ROLL CALL:**

FCFA Board: Chair Rushing, Vice Chair George, Board Member Ray Russom and Board Member Weirick.

FCFA Staff Present: Management Committee Matthew Bronson and Bill Robison, Fire Chief Steve Lieberman, General Counsel Dave Hale and Clerk to the Board, Tricia Meyers.

#### **AGENDA REVIEW:**

**Action:** Vice Chair George moved, Board Member Ray Russom, and the motion passed unanimously to approve the Five Cities Fire Authority's Agenda by a voice vote.

**AYES:** George, Ray Russom, Weirick, Rushing  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

#### **COMMUNITY COMMENTS AND SUGGESTIONS:**

None.

#### **CONSENT AGENDA:**

**Action:** Vice Chair George moved, and Board Member Weirick seconded the motion to approve the Consent Agenda. No public comment was received. The motion passed on the following roll call vote:

**AYES:** George, Weirick, Ray Russom, Rushing  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

#### **1. Consideration of Approval of Minutes.**

**Action:** Approved minutes of the Board Meeting of June 22, 2023.

#### **2. Consideration of Cash Disbursement Activity.**

**Action:** Received and filed the listing of cash disbursements for the period of June 1, 2023 through July 31, 2023.

**3. Consideration of Side Letter to Existing Memorandum of Understanding – Five Cities Fire Authority and International Association of Fire Fighters Local 4403 Related to Increased Minimum Daily Staffing.**

**Action:** The Board directed the Fire Chief to execute a side letter agreement with Local 4403 to increase minimum daily staffing levels due to the addition of two (2) additional Fire Engineer positions.

**CONTINUED BUSINESS:**

None.

**NEW BUSINESS:**

**1. Consideration of Board Approval of Fire Prevention Agreements and Delegation of Fire Inspection Services with the Cities of Arroyo Grande and Grover Beach.**

Management Committee representative Bronson presented a staff report regarding the delegation of fire inspection services from the Fire Chief to the cities of Arroyo Grande and Grover Beach due to lack of staffing and funding within Five Cities Fire Authority. If approved, these agreements will be routed for approval by the respective city councils. No public comment was received.

**Action:** Board Member Ray Russom moved, and Vice Chair George seconded the motion to approve a Fire Prevention Agreement for Contract Services and delegation of fire inspection services from the Fire Chief with the cities of Arroyo Grande and Grover Beach, and directed staff to refer the agreements for City Council consideration and recommended approval.

**AYES:** Ray Russom, George, Weirick, Rushing

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**BOARD MEMBER ITEMS:**

None.

**MANAGEMENT COMMITTEE / FIRE CHIEF ITEMS:**

- a. Management Committee representative Bronson detailed the substantial progress that has been made within the Authority by adding additional positions of Firefighters and a Battalion Chief.
- b. The new Type 3 Brush engine is now in service. It already was taken by a strike team crew to the Plant Fire.
- c. The SLO County Board will be discussing the possible service agreement with Five Cities Fire Authority to provide service to Oceano under a contract. LAFCO will make the final decision in early 2024.
- d. Interim City Manager for Arroyo Grande, Bill Robeson, was introduced.
- e. Chief Lieberman gave a status update on equipment.
- f. Captain Joe Silva is a single resource on the August Complex Fire, along with Engineer Joe Farnsworth.
- g. Chief Lieberman reported that the bay doors and generator replacement projects at Station 1 are moving forward.
- h. FCFA received a grant in the amount of \$50,000 to go towards extrication equipment.
- i. Chief Lieberman announced he is retiring in December.

**GENERAL COUNSEL ITEMS:**

None.

**BOARD COMMUNICATIONS:**

Board Member Weirick thanked the Firefighters for their response to a member of the public during their time of need at an incident at a park in Grover Beach.

**CLOSED SESSION:**

No public comment was received. The Board adjourned to Closed Session at 5:25 p.m. concerning the following item:

**a. CONFERENCE WITH LABOR NEGOTIATIONS per Government Code Section 54957.6:**

Meet with FCFA-designated negotiators described below. Negotiation will include salary, compensation and benefits:

1. Employee Organization: International Association of Fire Fighters Local 4403
  - a. Agency-designated negotiators: Shelline K. Bennett, Special Labor Counsel; Matthew Bronson, Management Committee; Bill Robeson, Management Committee; Tashina Ureno, Human Resources Officer; Nicole Valentine, Treasurer
2. Unrepresented Management Employees
  - a. Agency-designated negotiators: Shelline K. Bennett, Special Labor Counsel; Matthew Bronson, Management Committee; Bill Robeson, Management Committee; Tashina Ureno, Human Resources Officer; Nicole Valentine, Treasurer
3. Fire Chief
  - a. Agency-designated negotiators: Shelline K. Bennett, Special Labor Counsel; Matthew Bronson, Management Committee; Bill Robeson, Management Committee; Tashina Ureno, Human Resources Officer; Nicole Valentine, Treasurer

**RECONVENED TO OPEN SESSION:**

Chair Rushing called the meeting back to order at 5:49 p.m. with nothing to report.

**ADJOURNMENT:**

Chair Rushing adjourned the meeting at 5:49 p.m.

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**DANIEL RUSHING, CHAIR**

**ATTEST:**

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**TRICIA MEYERS, CLERK TO THE BOARD**





## STAFF REPORT

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**TO:** Chair and Board Members      **MEETING DATE:** October 16, 2023

**FROM:** Stephen C. Lieberman, Fire Chief  
Nicole Valentine, Treasurer

**SUBJECT:** Consideration of Cash Disbursement Ratification

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### RECOMMENDATION

It is recommended that the Five Cities Fire Authority (FCFA) Board of Directors review, receive and accept the attached listing of cash disbursements for the period August 1 through September 30, 2023.

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### BACKGROUND

The FCFA JPA agreement identifies the City of Arroyo Grande as the agency providing financial services to the fire department. The City processes payroll and accounts payable on behalf of the FCFA. Historically, the City has processed FCFA payroll on City checks (using a City bank account). The City recovers 100% of these payroll costs along with related staff time.

Cash disbursements are made weekly based on the submission of all required documentation and supporting invoices for costs incurred/services rendered. The Fire Chief reviews all disbursement documents before they are submitted to the City for processing. The disbursements are accounted for in the FY 2022-23 and FY 2023-24 budgets.

### FISCAL IMPACT

There is a \$2,247,774.07 fiscal impact that includes the following items:

- Accounts Payable Checks

August	\$ 1,265,313.11
September	\$ 74,791.38
  
- Payroll and Benefit Checks

August	\$ 416,726.52
September	\$ 490,943.06

### ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Approve the staff recommendation
2. Do not approve the staff recommendation
3. Provide other direction.

### ATTACHMENTS

1. August 1 through August 31, 2023 Accounts Payable Register
2. September 1 through September 30, 2023 Accounts Payable Register
3. August 1 through August 31, 2023 Payroll and Check Register
4. September 1 through September 30, 2023 Payroll and Check Register

### PREPARED BY

Stephen C. Lieberman, Fire Chief

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
AUGUST 1 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
1	08/04/2023	9074	\$ 434.35	OXYGEN CYLINDER RENTAL 06/23	290.4211.5303	AIRGAS USA, LLC
2	08/04/2023	9075	159.65	STN 1 SHOP SUPPLIES RENTAL TOWELS, SHEETS	290.4211.5303	ARAMARK UNIFORM SERVICES
3	08/04/2023	9076	41.50	STN 2 MATS RENTAL	290.4211.5303	ARAMARK UNIFORM SERVICES
4	08/04/2023	9077	656.05	BAN#9391033185 PHONE LINES 6/25-7/24	290.4211.5403	AT&T
5	08/04/2023	9078	1,178.73	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
6	08/04/2023	9079	204.19	FCFA BOARD NAME PLATES & HOLDERS	290.4211.5306	BURDINE PRINTING (DBA)
7	08/04/2023	9080	123.59	ACCT#8245101000202519 STN 2 TV	290.4211.5401	CHARTER COMMUNICATIONS
8	08/04/2023	9081	162.00	STN 2 RO SVC, FILTER CHG	290.4211.5303	FIVE CITIES WATER SYSTEMS INC
9	08/04/2023	9081	268.00	STN 1 -ADD ADD'L TANK & INLINE CARBON	290.4211.5303	FIVE CITIES WATER SYSTEMS INC
10	08/04/2023	9081	391.00	STN 1-5YR REVERSE OSMOSIS COMPLETE SERVICE	290.4211.5303	FIVE CITIES WATER SYSTEMS INC
11	08/04/2023	9082	1,871.85	FUEL	290.4211.5608	JB DEWAR, INC
12	08/04/2023	9083	103.26	GRADE STAKES-TRAINING SUPPLIES	290.4211.5255	MINER'S ACE HARDWARE, INC
13	08/04/2023	9084	425.38	2018 FORD F250 SERVICE	290.4211.5601	MULLAHEY FORD
14	08/04/2023	9085	220.13	GAS SERVICES-STN 1 6/23-7/25	290.4211.5401	SOCALGAS
15	08/04/2023	9086	378.97	ACCT#670954297-00001 PHONE LINES	290.4211.5403	VERIZON WIRELESS
16	08/04/2023	9087	1,100.00	NFPA FIRE SPRINKLER SYSTEM	290.4211.5303	COLLINGS & ASSOCIATES LLC
17	08/04/2023	9087	1,100.00	NFPA FIRE SPRINKLER SYSTEM REVIEW	290.4211.5303	COLLINGS & ASSOCIATES LLC
18	08/04/2023	9088	1,464.57	STN 2 PG&E COSTS-5/19-6/19	290.4211.5401	CITY OF GROVER BEACH
19	08/04/2023	9089	236.75	STN 2 WATER-5/1/23-7/1/23	290.4211.5401	CITY OF GROVER BEACH
20	08/14/2023	9090	92.10	WHITE BRUSH HELMET	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
21	08/14/2023	9091	307.91	STN 1 SHOP SUPPLIES RENTAL-SHEETS, MOPS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
22	08/14/2023	9092	162.11	BAN#9391033179 STN 3 CIRCUIT CHARGES	290.4211.5403	AT&T
23	08/14/2023	9092	162.11	BAN#9391033178 STN 2 CIRCUIT CHARGES	290.4211.5403	AT&T
24	08/14/2023	9093	40.00	PEST CONTROL SVCS-STN 2	290.4211.5605	AUTHORIZED PEST CONTROL
25	08/14/2023	9093	45.00	PEST CONTROL SVCS-STN 1	290.4211.5605	AUTHORIZED PEST CONTROL
26	08/14/2023	9094	672.70	FUEL	290.4211.5608	BANK OF AMERICA
27	08/14/2023	9094	19.99	ADOBE LANDGLIDE APP	290.4211.5607	BANK OF AMERICA
28	08/14/2023	9094	0.99	APPLE.COM IPHONE STORAGE	290.4211.5607	BANK OF AMERICA
29	08/14/2023	9094	168.30	IPAD HOLDERS-SP RAM MOUNTS	290.4211.5702	BANK OF AMERICA
30	08/14/2023	9094	141.72	MEALS- STN 2 STOVE INOPERABLE	290.4211.5508	BANK OF AMERICA
31	08/14/2023	9094	83.25	HAZMAT SUPPLIES-FIRST DUE FABRICATION	290.4211.5325	BANK OF AMERICA
32	08/14/2023	9094	133.92	B6661-SUSPENSION KIT, MUFFLER	290.4211.5601	BANK OF AMERICA
33	08/14/2023	9094	580.42	AIR FILTERS, OIL, BATTERIES-CA DIESEL & RV	290.4211.5601	BANK OF AMERICA
34	08/14/2023	9094	537.68	UTV 1 PARTS-POLARIS	290.4211.5601	BANK OF AMERICA
35	08/14/2023	9094	1,229.59	UTV 1 PARTS ROLL BAR, RACE WHEELS	290.4211.5601	BANK OF AMERICA
36	08/14/2023	9094	65.63	TRAVEL MEAL-TYPE 3 TST WAYPOINTE CAFÉ	290.4211.5512	BANK OF AMERICA
37	08/14/2023	9094	60.98	PWR STEERING DIPSTICK-VAN HORN	290.4211.5601	BANK OF AMERICA

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
AUGUST 1 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
38	08/14/2023	9094	\$ 2.31	USPS POSTAGE	290.4211.5208	BANK OF AMERICA
39	08/14/2023	9094	1,310.20	DOMESTIC COOLER/FREEZER, TIE DOWNS	290.4211.5255	BANK OF AMERICA
40	08/14/2023	9094	129.29	AMAZON-FIRE EXTINGUISHER MOUNT	290.4211.5601	BANK OF AMERICA
41	08/14/2023	9094	24.75	AMAZON-SHARPS CONTAINER	290.4211.5206	BANK OF AMERICA
42	08/14/2023	9094	225.16	AMAZON-IPAD KEYBOARDS & STORAGE	290.4211.5702	BANK OF AMERICA
43	08/14/2023	9094	96.95	AMAZON-STN 2 CART FOR PRINTER	290.4211.5201	BANK OF AMERICA
44	08/14/2023	9094	59.96	AMAZON-LAMINATING POUCHES	290.4211.5201	BANK OF AMERICA
45	08/14/2023	9094	25.85	AMAZON-LED BULBS	290.4211.5604	BANK OF AMERICA
46	08/14/2023	9094	80.94	AMAZON-TIRE LADDER	290.4211.5601	BANK OF AMERICA
47	08/14/2023	9094	345.19	OFFICE DEPOT-OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
48	08/14/2023	9094	15.99	ZOOM	290.4211.5403	BANK OF AMERICA
49	08/14/2023	9094	162.97	MULLAHEY FORD-OIL CHG/SVC FORD	290.4211.5601	BANK OF AMERICA
50	08/14/2023	9094	33.71	CENTRAL COAST YAMAHA- BELT DRIVE	290.4211.5601	BANK OF AMERICA
51	08/14/2023	9094	30.00	GIBBS INTL-DIPSTICK	290.4211.5601	BANK OF AMERICA
52	08/14/2023	9094	36.92	AMAZON-USB PHONE CHRGRS	290.4211.5255	BANK OF AMERICA
53	08/14/2023	9094	331.21	AMAZON- PRINTER TONERS	290.4211.5201	BANK OF AMERICA
54	08/14/2023	9094	60.33	AMAZON-STACKING KIT FOR WASHER	290.4211.5604	BANK OF AMERICA
55	08/14/2023	9094	61.41	AMAZON-THERMAL PAPER	290.4211.5201	BANK OF AMERICA
56	08/14/2023	9094	35.02	AMAZON-LED TAIL LIGHTS 6652	290.4211.5601	BANK OF AMERICA
57	08/14/2023	9094	225.92	AMAZON-CONNECTOR FOR VEHICLE CHARGER	290.4211.5601	BANK OF AMERICA
58	08/14/2023	9094	988.14	CAL FIRE CHIEFS ASSN	290.4211.5503	BANK OF AMERICA
59	08/14/2023	9094	247.25	PADLOCKS FOR UTILITY TRUCKS-LOCKING SYSTEMS	290.4211.5601	BANK OF AMERICA
60	08/14/2023	9094	13.72	USP-SHIPPING	290.4211.5208	BANK OF AMERICA
61	08/14/2023	9094	99.99	ADOBE LANDGLIDE APP-SINGLE RESOURCE PHONE	290.4211.5607	BANK OF AMERICA
62	08/14/2023	9094	18.12	SECURE CONFERENCE	290.4211.5403	BANK OF AMERICA
63	08/14/2023	9095	1,003.06	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
64	08/14/2023	9096	3,816.72	LUMBER-VENT PROP TRAINING	290.4211.5255	BURKE AND PACE OF AG, INC
65	08/14/2023	9097	40.70	B6661 AIR FILTERS	290.4211.5601	CARQUEST AUTO PARTS
66	08/14/2023	9097	28.86	WIPER BLADES- BC VEHICLE	290.4211.5601	CARQUEST AUTO PARTS
67	08/14/2023	9098	209.98	ACCT#8245101000239800 STN 2 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
68	08/14/2023	9098	209.98	ACCT#8245100960252290 STN 1 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
69	08/14/2023	9098	216.48	ACCT#8245100960102339 STN 1 TV	290.4211.5401	CHARTER COMMUNICATIONS
70	08/14/2023	9099	1,270.70	DIESEL EXHAUST FLUID, CLEANER, FUEL, FILTER	290.4211.5608	JB DEWAR, INC
71	08/14/2023	9100	37.04	B6661 SMALL TOOLS	290.4211.5273	MINER'S ACE HARDWARE, INC
72	08/14/2023	9100	7.82	FASTENERS	290.4211.5255	MINER'S ACE HARDWARE, INC
73	08/14/2023	9101	4,320.30	T-6645 REPAIR HYDRAULIC GENERATOR	290.4211.5601	SOUTH COAST EMERGENCY
74	08/14/2023	9101	4,365.49	T-6645 REPLACE COMMAND SCREEN-AERIAL BASKET	290.4211.5601	SOUTH COAST EMERGENCY

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
AUGUST 1 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
75	08/14/2023	9102	\$ 213.14	COMPLIANCE & HAZARDOUS WASTE DISPOSAL	290.4211.5303	STERICYCLE INC.
76	08/14/2023	9103	1,652.00	VECTOR SCHEDULING PRO ANNUAL FEE	290.4211.5607	TARGETSOLUTIONS LEARNING, LLC
77	08/14/2023	9104	4,595.04	T-6645 REPAIR BASKET LIGHTS	290.4211.5601	WATTCO
78	08/22/2023	9105	447.65	OXYGEN CYLINDER RENTAL	290.4211.5303	AIRGAS USA, LLC
79	08/22/2023	9106	383.74	PHENIX TECH HELMET-WHITE	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
80	08/22/2023	9107	307.91	STN 1 SHOP SUPPLIES RENTAL SHEETS, MOPS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
81	08/22/2023	9108	340.00	CALIBRATION FOR GAS DETECTOR	290.4211.5272	BAUER COMPRESSORS, INC
82	08/22/2023	9109	242.71	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
83	08/22/2023	9110	111.83	BAR & CHAIN OIL, FILTER	290.4211.5601	JB DEWAR, INC
84	08/22/2023	9111	1,742.50	07/23 PROF LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
85	08/22/2023	9112	76.47	STN 2 BLDG MAINT SUPPLIES	290.4211.5604	MINER'S ACE HARDWARE, INC
86	08/22/2023	9112	7.53	STN 1 SINK-DUAL THREAD AERATOR	290.4211.5604	MINER'S ACE HARDWARE, INC
87	08/22/2023	9112	12.00	B6661 KEYS & FASTENERS	290.4211.5601	MINER'S ACE HARDWARE, INC
88	08/22/2023	9112	34.01	STN 1 KEY RINGS & HOLDERS	290.4211.5601	MINER'S ACE HARDWARE, INC
89	08/22/2023	9113	1,972.83	ELECTRIC-STN 1 7/14-8/13	290.4211.5401	PACIFIC GAS & ELECTRIC CO
90	08/22/2023	9114	437.43	STN 1 DISHWASHER REPAIR	290.4211.5603	RUFFONI'S SERVICES INC
91	08/22/2023	9114	350.00	STN 2 INSTALL RANGE	290.4211.5603	RUFFONI'S SERVICES INC
92	08/22/2023	9114	35.00	DISPOSAL OF OLD APPLIANCE	290.4211.5603	RUFFONI'S SERVICES INC
93	08/22/2023	9115	125.71	GAS SERVICES-STN 2 7/13-8/11	290.4211.5401	SOCALGAS
94	08/22/2023	9116	52,879.09	2024 CHEVY SILVERADO-BC VEHICLE	290.4211.6301	ARROYO GRANDE CHEVROLET
95	08/31/2023	9117	450.91	SHOP SUPPLIES-RENTAL SHEETS, MOPS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
96	08/31/2023	9117	145.00	SHOP SUPPLIES-RENTAL SHEETS, TOWELS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
97	08/31/2023	9118	41.50	STN 2 SHOP SUPPLIES-RENTAL MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
98	08/31/2023	9118	41.50	STN 2 RENTAL MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
99	08/31/2023	9119	888,147.88	REIMBURSE 07/23 FCFA EXPENSES	290.0000.2002	CITY OF ARROYO GRANDE
100	08/31/2023	9120	699.87	BAN#9391033185 PHONE LINES 7/25-8/24	290.4211.5403	AT&T
101	08/31/2023	9121	568.43	IPAD WIRELESS CHRGS 7/12-8/11	290.4211.5403	AT&T MOBILITY
102	08/31/2023	9121	4,300.47	(3) IPAD PROS FOR BATTALION CHIEFS	290.4211.5702	AT&T MOBILITY
103	08/31/2023	9122	1,600.00	STN 1 LANDSCAPE CLEAN-UP PROJECT	290.4211.5605	BOSCH LANDSCAPE CO.
104	08/31/2023	9123	34.10	CABIN AIR FILTERS-FORD F350	290.4211.5601	CARQUEST AUTO PARTS
105	08/31/2023	9123	25.54	WIPER BLADES	290.4211.5601	CARQUEST AUTO PARTS
106	08/31/2023	9124	6,497.77	T5 REPAIRS	290.4211.5601	CENTRAL COAST TRUCK CENTER
107	08/31/2023	9125	123.59	ACCT#8245101000202519 STN 2 TV	290.4211.5401	CHARTER COMMUNICATIONS
108	08/31/2023	9126	425.00	FIRE SPRINKLER PLAN REVIEW	290.4211.5303	COLLINGS & ASSOCIATES LLC
109	08/31/2023	9127	232.36	12" STRUT EXTENSION	290.4211.5255	L N CURTIS & SONS
110	08/31/2023	9128	1,950.43	FUEL	290.4211.5608	JB DEWAR, INC
111	08/31/2023	9129	111.91	(6) CAUTION TAPE	290.4211.5255	LAWSON PRODUCTS, INC

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
AUGUST 1 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
112	08/31/2023	9130	\$ 66.98	(24) GRADE STAKES	290.4211.5255	MINER'S ACE HARDWARE, INC
113	08/31/2023	9130	42.99	(10) KEYS	290.4211.5255	MINER'S ACE HARDWARE, INC
114	08/31/2023	9130	1.70	FASTENERS-6661	290.4211.5601	MINER'S ACE HARDWARE, INC
115	08/31/2023	9131	942.46	40 YD ROLLOFF, DISPOSAL FEES	290.4211.5303	R&R ROLL-OFF LLC
116	08/31/2023	9132	221.00	REPLACE WINDSHIELD-2019 FORD F250-6632	290.4211.5601	SAN LUIS AUTO GLASS
117	08/31/2023	9132	496.80	TINTED WINDOWS-B6661	290.4211.5601	SAN LUIS AUTO GLASS
118	08/31/2023	9133	194.94	GAS SERVICES-STN 1 7/25-8/23	290.4211.5401	SOCALGAS
119	08/31/2023	9134	329.00	BUSINESS PARTNER MEMBERSHIP	290.4211.5503	SOUTH COUNTY CHAMBERS
120	08/31/2023	9135	177.79	ICE MACHINE RENTAL	290.4211.5303	TOGNAZZINI BEVERAGE SERVICE
121	08/31/2023	9136	16.45	KONICA COPIER-METER READ	290.4211.5602	ULTREX BUSINESS PRODUCTS (DBA)
122	08/31/2023	9137	378.76	ACCT#670954297-00001 PHONE LINES	290.4211.5403	VERIZON WIRELESS
123	08/31/2023	9138	255,868.59	FY23/24 ANNUAL DISPATCH BILLING	290.4211.5303	SLO COUNTY FIRE
			<u>\$ 1,265,313.11</u>			

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
SEPTEMBER 1 - SEPTEMBER 30, 2023

ATTACHMENT 2

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
1	09/13/2023	9139	\$ 307.91	SHOP SUPPLIES-RENTAL SHEETS, MOPS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
2	09/13/2023	9140	162.11	BAN#9391033179 STN 3 MONTHLY CIRCUIT CHARGES	290.4211.5403	AT&T
3	09/13/2023	9140	162.11	BAN#9391033178 STN 2 MONTHLY CIRCUIT CHARGES	290.4211.5403	AT&T
4	09/13/2023	9141	21.42	SECURE CONFERENCE	290.4211.5403	BANK OF AMERICA
5	09/13/2023	9141	1,034.34	FUEL	290.4211.5608	BANK OF AMERICA
6	09/13/2023	9141	282.46	FILTERS FOR AC UNIT -NATES PLUMBING	290.4211.5604	BANK OF AMERICA
7	09/13/2023	9141	677.75	AMAZON-ORGANIZER BAG, KEY HOLD	290.4211.5201	BANK OF AMERICA
8	09/13/2023	9141	20.42	AMAZON-AIR TAGS FOR EQUIPMENT	290.4211.5273	BANK OF AMERICA
9	09/13/2023	9141	74.32	AMAZON- POWER STRIP, CORK BOARD	290.4211.5201	BANK OF AMERICA
10	09/13/2023	9141	207.72	AMAZON-SEAT COVER	290.4211.5601	BANK OF AMERICA
11	09/13/2023	9141	95.46	AMAZON-OTTERBOX FOR TABLETS	290.4211.5702	BANK OF AMERICA
12	09/13/2023	9141	142.98	REEL CORDS-HARBOR FRT	290.4211.5255	BANK OF AMERICA
13	09/13/2023	9141	19.99	ADOBE LANDGLIDE APP	290.4211.5607	BANK OF AMERICA
14	09/13/2023	9141	493.83	SUPPLIES FOR BATT CHIEF RECRUITMENT	290.4211.5508	BANK OF AMERICA
15	09/13/2023	9141	27.96	AMAZON-TAMPER SEALS	290.4211.5255	BANK OF AMERICA
16	09/13/2023	9141	54.36	DUAL HANDLE NUT RIVET-HARBOR FREIGHT	290.4211.5601	BANK OF AMERICA
17	09/13/2023	9141	32.60	6661 NUT RIVET-AUTOZONE	290.4211.5601	BANK OF AMERICA
18	09/13/2023	9141	9.43	GRAND AWARDS-ENGRAVING FIRE CHIEF PLATE	290.4211.5201	BANK OF AMERICA
19	09/13/2023	9141	442.44	OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
20	09/13/2023	9141	15.99	ZOOM	290.4211.5403	BANK OF AMERICA
21	09/13/2023	9141	104.20	AG CHEVY-TIRE PRESSURE SPECS TAHOE	290.4211.5601	BANK OF AMERICA
22	09/13/2023	9141	119.99	CANVA SUBSCRIPTION RENEWAL	290.4211.5607	BANK OF AMERICA
23	09/13/2023	9141	0.99	APPLE.COM IPHONE CLOUD STORAGE	290.4211.5607	BANK OF AMERICA
24	09/13/2023	9141	330.00	VCR COMP-RECORDS DESTRUCTION SERVICE	290.4211.5303	BANK OF AMERICA
25	09/13/2023	9141	89.36	MEETING SUPPLIES	290.4211.5508	BANK OF AMERICA
26	09/13/2023	9141	89.29	ALL HANDS MEETING SUPPLIES	290.4211.5508	BANK OF AMERICA
27	09/13/2023	9141	5.38	OFFICE SUPPLIES FOR BC RECRUITMENT	290.4211.5201	BANK OF AMERICA
28	09/13/2023	9141	49.34	UPS STORE SHIPPING	290.4211.5208	BANK OF AMERICA
29	09/13/2023	9141	71.70	FIRESCOPE FIELD OPERATION GUIDE	290.4211.5501	BANK OF AMERICA
30	09/13/2023	9141	9.69	DRAWER LOCK-MINERS	290.4211.5273	BANK OF AMERICA
31	09/13/2023	9141	420.06	BEST BUY-OTTERBOX FOR IPADS	290.4211.5702	BANK OF AMERICA
32	09/13/2023	9141	8.23	AMAZON-USB CABLES	290.4211.5702	BANK OF AMERICA
33	09/13/2023	9141	55.96	AMAZON-CHARGING CABLES, SCREEN PROTECTORS	290.4211.5702	BANK OF AMERICA
34	09/13/2023	9141	2.94	WASHERS FOR MDC MOUNTING-MINER	290.4211.5702	BANK OF AMERICA
35	09/13/2023	9141	37.05	AMAZON-CAR CHRG, USB CHARGER, LAPTOP SLEEVE	290.4211.5702	BANK OF AMERICA
36	09/13/2023	9141	46.32	MINERS-SURGE PROTECTOR	290.4211.5201	BANK OF AMERICA
37	09/13/2023	9141	495.00	SMARTDRAW SOFTWARE-PREPLAN DRAWINGS	290.4211.5607	BANK OF AMERICA
38	09/13/2023	9141	41.77	STRIKE TEAM MEALS	290.4211.5512	BANK OF AMERICA

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
SEPTEMBER 1 - SEPTEMBER 30, 2023

ATTACHMENT 2

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
39	09/13/2023	9141	\$ 247.00	SAWGUARD-SMALL TOOLS BAR GUARD	290.4211.5273	BANK OF AMERICA
40	09/13/2023	9141	160.50	6693 SMALL TOOLS-TANK GASKET & IGNITOR	290.4211.5273	BANK OF AMERICA
41	09/13/2023	9141	2,800.00	6661 REPAIR PAINT BLEMISHES	290.4211.5601	BANK OF AMERICA
42	09/13/2023	9141	254.94	6635 WEATHERTECH FLOOR LINERS	290.4211.5601	BANK OF AMERICA
43	09/13/2023	9141	199.98	6635 LED LIGHTS	290.4211.5601	BANK OF AMERICA
44	09/13/2023	9141	2.00	INT'L TRANSACTION FEE	290.4211.5208	BANK OF AMERICA
45	09/13/2023	9141	42.61	FREIGHT	290.4211.5273	BANK OF AMERICA
46	09/13/2023	9142	527.98	TEST & CALIBRATION FOR HCN GAS DETECTOR	290.4211.5603	BAUER COMPRESSORS, INC
47	09/13/2023	9143	315.00	08/23 LANDSCAPE MAINTENANCE	290.4211.5605	BOSCH LANDSCAPE CO.
48	09/13/2023	9144	330.92	6652 -INSTALL NEW DASH VALVE	290.4211.5601	CENTRAL COAST TRUCK CENTER
49	09/13/2023	9145	1,332.00	08/23 PROF LEGAL SERVICES	290.4211.5303	DAVID P. HALE
50	09/13/2023	9146	2,230.65	FUEL	290.4211.5608	JB DEWAR, INC
51	09/13/2023	9147	10.76	KWIKSEAL	290.4211.5604	MINER'S ACE HARDWARE, INC
52	09/13/2023	9147	9.69	EPOXY	290.4211.5604	MINER'S ACE HARDWARE, INC
53	09/13/2023	9148	223.69	PARTS WASHER MAINT.AGREEMENT	290.4211.5325	SAFETY-KLEEN SYSTEMS, INC
54	09/13/2023	9149	5,304.71	6662-MULTIPLE REPAIRS & ANNUAL	290.4211.5601	SOUTH COAST EMERGENCY
55	09/15/2023	9150	447.65	OXYGEN CYLINDER RENTAL	290.4211.5303	AIRGAS USA, LLC
56	09/15/2023	9151	2,195.30	(20) BULLARD FULL BRIM BRUSH HELMETS	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
57	09/15/2023	9152	41.50	RENTAL MATS-STN 2	290.4211.5303	ARAMARK UNIFORM SERVICES
58	09/15/2023	9153	50.58	FIRE HYDRANT 6/20-8/19	290.4211.5401	CITY OF ARROYO GRANDE
59	09/15/2023	9153	391.18	WATER/SEWER FEES-STN 1 6/20-8/19	290.4211.5401	CITY OF ARROYO GRANDE
60	09/15/2023	9153	119.55	WATER/SEWER FEES-STN 1 IRRIGATION	290.4211.5401	CITY OF ARROYO GRANDE
61	09/15/2023	9154	1,913.20	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
62	09/15/2023	9154	171.88	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
63	09/15/2023	9154	660.40	EMS SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
64	09/15/2023	9155	532.65	INSTALLED NEW DASH VALVE-6652	290.4211.5601	CENTRAL COAST TRUCK CENTER
65	09/15/2023	9156	40.65	ACCT#170584001 STN 2 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
66	09/15/2023	9156	209.98	ACCT#170564701 STN 1 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
67	09/15/2023	9157	4,802.50	08/23 PROF LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
68	09/15/2023	9158	40.93	VELCRO-6661	290.4211.5601	MINER'S ACE HARDWARE, INC
69	09/15/2023	9159	117.34	MOULDING-6631	290.4211.5601	MULLAHEY FORD
70	09/15/2023	9160	104.00	EMT RECERTIFICATION	290.4211.5501	SLO COUNTY EMS AGENCY
71	09/15/2023	9161	19,192.90	6661 CHANGE ORDER	290.4211.5303	SOUTH COAST FIRE EQUIPMENT INC
72	09/22/2023	9162	423.95	BUNKER BOOTS	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
73	09/22/2023	9162	517.52	CREW BOSS COAT & PANTS	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
74	09/22/2023	9163	895.07	LAUNDRY SUPPLIES	290.4211.5604	AQUA SYSTEMS, INC
75	09/22/2023	9164	307.91	SHOP SUPPLIES-RENTAL-SHEETS, MOPS, MATS	290.4211.5303	ARAMARK UNIFORM SERVICES
76	09/22/2023	9165	45.00	STN 1 PEST CONTROL	290.4211.5605	AUTHORIZED PEST CONTROL

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
SEPTEMBER 1 - SEPTEMBER 30, 2023

ATTACHMENT 2

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
77	09/22/2023	9166	\$ 129.00	LUMBER FOR SHORING TRAILER	290.4211.5255	BURKE AND PACE OF AG, INC
78	09/22/2023	9167	16.37	R6652 FRAM COOLANT	290.4211.5601	CARQUEST AUTO PARTS
79	09/22/2023	9167	24.87	FORK LIFT-V BELTS	290.4211.5601	CARQUEST AUTO PARTS
80	09/22/2023	9168	1,226.50	E-1 BIT INSPECTION & LIGHTING REPAIRS	290.4211.5601	CENTRAL COAST TRUCK CENTER
81	09/22/2023	9168	2,108.65	B1 BIT INSPECTION & LIGHTING REPAIRS	290.4211.5601	CENTRAL COAST TRUCK CENTER
82	09/22/2023	9168	2,327.53	B1 REPAIR LOW PRESSURE ALARM, REPL SENSORS	290.4211.5601	CENTRAL COAST TRUCK CENTER
83	09/22/2023	9169	216.48	ACCT#170565301 STN 1 TV	290.4211.5401	CHARTER COMMUNICATIONS
84	09/22/2023	9170	29.91	ANTIVIBRATION ELEMENT	290.4211.5273	GARVEY EQUIPMENT COMPANY
85	09/22/2023	9171	215.00	REPAIRS TO AUTO FILL COFFEE BREWER	290.4211.5603	GOLDEN BAY MECHANICAL, INC
86	09/22/2023	9172	249.82	UTILITIES-STN 2 WATER	290.4211.5401	CITY OF GROVER BEACH
87	09/22/2023	9173	2,094.72	FUEL	290.4211.5608	JB DEWAR, INC
88	09/22/2023	9174	10.76	R6652 TARP	290.4211.5601	MINER'S ACE HARDWARE, INC
89	09/22/2023	9174	6.00	FASTENERS	290.4211.5255	MINER'S ACE HARDWARE, INC
90	09/22/2023	9174	54.64	ST 1 FIRE EXTINGUISHER	290.4211.5604	MINER'S ACE HARDWARE, INC
91	09/22/2023	9174	7.53	PEAK BUG WASH	290.4211.5601	MINER'S ACE HARDWARE, INC
92	09/22/2023	9175	7,950.00	EXECUTIVE SEARCH SVC-FIRE CHIEF	290.4211.5303	MOSAIC PUBLIC PARTNERS LLC
93	09/22/2023	9176	2,201.04	ELECTRIC-STN 1 8/14-9/12	290.4211.5401	PACIFIC GAS & ELECTRIC CO
94	09/22/2023	9177	80.01	REIMBURSE FOR FUEL COSTS	290.4211.5608	BARTON PEARSON
95	09/22/2023	9178	2,058.22	2011 FORD F350 TIRES	290.4211.5601	SANTA MARIA TIRE, INC
96	09/22/2023	9179	129.60	GAS SERVICES-STN 2 8/11-9/12	290.4211.5401	SOCALGAS
97	09/22/2023	9180	177.79	ICE MACHINE RENTAL	290.4211.5303	TOGNAZZINI BEVERAGE SERVICE
			<u>\$ 74,791.38</u>			



**FIVE CITIES FIRE AUTHORITY**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**07/21/23 - 08/03/23**

**8/11/2023**

**BY ACCOUNT**

5101	Salaries Full time	86,381.58
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	432.00
5105	Salaries OverTime	35,230.22
5106	Salaries Strike Team OT	6,686.98
5108	Holiday Pay	4,398.04
5109	Sick Pay	849.12
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	2,726.64
5114	Comp Pay	8,634.40
5115	Annual Leave Pay	6,248.92
5121	PERS Retirement	23,790.07
5122	Social Security	10,858.29
5123	PARS Retirement	-
5126	State Disability Ins.	919.65
5127	Deferred Compensation	125.00
5131	Health Insurance	18,265.88
5132	Dental Insurance	996.32
5133	Vision Insurance	277.32
5134	Life Insurance	130.92
5135	Long Term Disability	154.34
5143	Uniform Allowance	-
		<u>207,105.69</u>

**FIVE CITIES FIRE AUTHORITY**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**08/04/23 - 08/17/23**

**8/25/2023**

**BY ACCOUNT**

5101	Salaries Full time	82,316.34
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	-
5105	Salaries OverTime	39,638.82
5106	Salaries Strike Team OT	7,578.19
5108	Holiday Pay	4,406.21
5109	Sick Pay	3,117.32
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	906.00
5114	Comp Pay	5,152.32
5115	Annual Leave Pay	11,128.67
5121	PERS Retirement	23,837.93
5122	Social Security	10,625.87
5123	PARS Retirement	-
5126	State Disability Ins.	963.38
5127	Deferred Compensation	125.00
5131	Health Insurance	18,265.88
5132	Dental Insurance	996.32
5133	Vision Insurance	277.32
5134	Life Insurance	130.92
5135	Long Term Disability	154.34
5143	Uniform Allowance	-
		<u>209,620.83</u>

**FIVE CITIES FIRE AUTHORITY**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**08/18/23 - 08/31/23**

**9/8/2023**

**BY ACCOUNT**

5101	Salaries Full time	79,518.01
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	576.00
5105	Salaries OverTime	52,507.29
5106	Salaries Strike Team OT	38,883.32
5108	Holiday Pay	4,406.21
5109	Sick Pay	1,231.68
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	3,202.08
5114	Comp Pay	6,132.99
5115	Annual Leave Pay	-
5121	PERS Retirement	23,920.52
5122	Social Security	14,197.70
5123	PARS Retirement	-
5126	State Disability Ins.	1,111.74
5127	Deferred Compensation	125.00
5131	Health Insurance	18,265.88
5132	Dental Insurance	996.32
5133	Vision Insurance	277.32
5134	Life Insurance	130.92
5135	Long Term Disability	154.34
5137	Leave Payouts	21,839.68
5143	Uniform Allowance	-
		<u>267,477.00</u>

**FIVE CITIES FIRE AUTHORITY**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**09/01/23 - 09/14/23**

**9/22/2023**

**BY ACCOUNT**

5101	Salaries Full time	80,289.02
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	576.00
5105	Salaries OverTime	48,206.48
5106	Salaries Strike Team OT	21,773.15
5108	Holiday Pay	6,871.35
5109	Sick Pay	474.36
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	5,541.12
5114	Comp Pay	3,849.06
5115	Annual Leave Pay	-
5121	PERS Retirement	24,318.91
5122	Social Security	10,660.59
5123	PARS Retirement	-
5126	State Disability Ins.	956.24
5127	Deferred Compensation	125.00
5131	Health Insurance	18,265.88
5132	Dental Insurance	996.32
5133	Vision Insurance	277.32
5134	Life Insurance	130.92
5135	Long Term Disability	154.34
5137	Leave Payouts	-
5143	Uniform Allowance	-
		<u>223,466.06</u>



## **STAFF REPORT**

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**TO:** Chair and Board Members                      **MEETING DATE:** October 16, 2023

**FROM:** Nicole Valentine, Treasurer

**SUBJECT:** Consideration of Changes to the Management Resolution to Unrepresented Employee Compensation and Consideration of a Salary Adjustment and Approval of Amendment No. 6 to Employment Agreement for Stephen C. Lieberman as Fire Chief/Executive Officer

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### **RECOMMENDATION**

It is recommended that the Board: 1) Adopt the attached Resolution, increasing compensation for the unrepresented Management employees. 2) Adopt the attached Resolution, increasing compensation for the unrepresented part-time Office Assistant II position and the part-time Reserve Firefighter position. 3) Approve Amendment No. 6 to the Fire Chief/Executive Officer’s employment agreement to incorporate the equity and COLA adjustments.

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### **BACKGROUND**

Management compensation changes have historically occurred in July each year, in coordination with changes to compensation for City of Arroyo Grande management employees. On August 19, 2022, a Management Resolution was adopted incorporating 3.5% cost of living adjustments to the salaries and benefits structure for current management employees. On June 22, 2023, the current Management Resolution was adopted incorporating shift-based Battalion Chief schedules.

The Authority completed a compensation survey in conjunction with a similar survey in Arroyo Grande that showed that all positions within the International Association of Firefighters (IAFF) classifications were under the median when compared to neighboring agencies. The Authority began working to incorporate these adjustments to the median into the FY 2023-24 budget. The recommended equity adjustments based on position are listed in the table below:

<u>Position Titles</u>	<u>Distance from Median</u>
Administrative Operations Manager/Clerk to the Board	3.12%
Battalion Chief	6.99%
Fire Chief	8.65%

Substantive changes to the Management Resolution include the following:

- Equity Adjustment for all positions:
  - Administrative Operations Manager/Clerk to the Board 3.12%
  - Battalion Chief 6.99%

- Fire Chief 8.65%
  - A sample Amendment to the Chief's contract is attached with the amount of any adjustment to be filled in by direction of the Board upon completion of their deliberation.
- All employees will receive a 3% cost of living adjustment in FY 2023-24 including part-time Office Assistant II and part-time Reserve Firefighter positions.
- All employees will receive a 3% salary increase each successive fiscal year (FY 2024-25, FY 2025-26, and FY 2026-27).
- Adjusted Hours of Work for the twenty-four (24) hour period from 0700 hours (7 a.m. to the following 7 a.m.) to 0800 hours (8 a.m. to the following 8 a.m.)
- Adjust the holiday schedule to remove Lincoln's birthday and add Juneteenth as a holiday on June 19th of each year or following workday if June 19th lands on a weekend.

Salary and other compensation adjustments will become effective on October 27, 2023, which is the first day of the first full pay period after ratification of this agreement.

### **FISCAL IMPACT**

The proposed increases will cost approximately \$71,000 for FY 2023-24 and there is sufficient funding in the FY 2023-24 budget for this action.

### **ALTERNATIVES**

The following alternatives are provided for the Board's consideration:

1. Adopt the attached Resolution, increasing compensation for the unrepresented Management employees. Adopt the attached Resolution, increasing compensation for the unrepresented part-time Office Assistant II position and the part-time Reserve Firefighter position. Approve Amendment No. 6 to the Fire Chief/Executive Officer's employment agreement to incorporate the equity and COLA adjustments; or
2. Provide further direction to staff.

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### **ATTACHMENTS**

- 1) Resolution Establishing Wages and Benefits for Management Employees for FY 2023-24 to FY 2026-27
- 2) Resolution Amending the Salary Range for the Office Assistant II Position and Reserve Firefighter Position
- 3) Amendment #6 to the Fire Chief/Executive Officer's employment agreement to incorporate the equity and COLA adjustments

### **PREPARED BY**

N. Valentine, Treasurer

## RESOLUTION NO. 2023-xx

### A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE AUTHORITY ESTABLISHING WAGES AND BENEFITS FOR MANAGEMENT EMPLOYEES FOR FY 2023-24 to FY 2026-27

**WHEREAS**, the Board of the Five Cities Fire Authority (“Authority”) has established a system of classification for all positions within the FCFA service with descriptive occupational titles used to identify and distinguish positions from one another based on job duties, essential functions, knowledge, skills, abilities and minimum requirements; and

**WHEREAS**, the Board has established a system of compensation for the classification titles listed herein, based on resolutions and agreements as approved and adopted by the Board; and

**WHEREAS**, the Board deems it in the best interest of the Authority that compensation for management employees be adjusted as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Five Cities Fire Authority that:

#### **SECTION 1. AFFECTED EMPLOYEES**

The wages and benefits set forth herein are to be provided to all management employees and this Resolution supersedes Resolution No. 2023-xx

#### **SECTION 2. WAGES**

##### **A. FISCAL YEAR 2023-24**

- The salary ranges contained in Exhibit “A” reflects equity adjustment based on the benchmarked positions in the salary survey to bring positions to the median and reflect a 3.0% cost of living adjustment for all positions effective October 27, 2023.

##### **B. FISCAL YEAR 2024-25**

- The salary ranges contained in Exhibit "B" reflects a 3. 0% salary increase for all positions effective July 5, 2024.

##### **C. FISCAL YEAR 2025-26**

- The salary ranges contained in Exhibit "C" reflects a 3. 0% salary increase for all positions effective July 4, 2025.

##### **D. FISCAL YEAR 2026-27**

- The salary ranges contained in Exhibit "D" reflects a 3.0% salary increase for all positions effective July 3, 2026.

**SECTION 3. WORK SHIFTS**

**A. Forty (40) hour-week work schedule**

1. The Forty (40) hour-week work schedule is assigned to the Fire Chief and Administrative Operations Manager/Clerk to the Board.

**B. Twenty-Four (24) hour shift based work schedule**

1. The Twenty Four (24) hour shift based work schedule is defined as a work period of twenty-four (24) hours, commencing at 0800 hours and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.). This work schedule is assigned to the Battalion Chiefs.
2. The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.
3. The regular work schedule shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

X = 24-hour on-duty period

O = 24-hour off-duty period

Schedule: XXOOOOXXOOOOXXOOOOXXOOOO

4. In the event the same shift is scheduled to work both Christmas Eve and Christmas day in the same year, the shift scheduled to work December 23 will be exchanged with the shift scheduled to work December 24, unless this impacts the FLSA and overtime cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 25 and 26, the shift scheduled to work December 25 will be exchanged with the shift scheduled to work December 26.
5. Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week. For purposes of determining overtime pay, the use of accrued Vacation Time, Compensatory Time Off, Sick Leave, Bereavement and Jury Duty shall be considered as hours worked. Mandatory and reimbursed call backs shall be counted as overtime and be paid at time and one-half of the employee's base salary.



6. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. No employee shall accrue compensatory time off in excess of two hundred and forty-five (245) hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.
7. Shift exchanges: An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The JPA is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-four-day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

#### **SECTION 4. DEFERRED COMPENSATION**

The Authority shall contribute \$600 per year to management employees and \$1,200 for the Fire Chief to a defined contribution supplemental retirement plan established in accordance with sections 401 (a) and 501 (a) of the Internal Revenue Code of 1986 and California Government Code sections 53215-53224.

#### **SECTION 5. HEALTH PLAN BENEFITS**

##### **B. Cafeteria Plan**

1. The Authority shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The Authority's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis.
2. Employees participating in the full flex Cafeteria Plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental and vision under the Cafeteria Plan. For the period of July 1, 2023 through November 30, 2023, the total monthly flex dollar allowance shall be \$860.82 with respect to an employee enrolled for self alone, \$1,625.78 for an employee enrolled for self and one dependent, and \$2,094.50 for any employee enrolled for self and two

or more dependents. Effective December, 2023, for the period of January 1, 2024 through November 30, 2024, the total monthly flex dollar allowance shall be \$883.62 with respect to an employee enrolled for self alone, \$1,673.34 for an employee enrolled for self and one dependent, and \$2,156.92 for any employee enrolled for self and two or more dependents. Effective December, 2024; December, 2025; and December, 2026; for the January premium, the total monthly flex dollar allowance shall be increased by an amount equal to one-half of the premium increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% of the premium increase. Any increase in premiums above this amount will be the full responsibility of the employee.

3. A portion of the flex dollar allowance (the PEMHCA minimum) is identified as the Authority's contribution towards PEMHCA. This amount shall be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the Authority's health plans. Employees who waive medical coverage under the Cafeteria Plan because he/she provided the Authority with written proof that medical insurance coverage is in force through coverage provided by another source consistent with any rules or restrictions on the Authority by the medical plan provider, can take flex dollars for the amount provided to employees enrolled for self alone (taxable income), deposit it into their 457 plan, or use it to purchase voluntary products. No remaining flex dollars may be redeemed.

**B. Medical Insurance**

1. The Authority shall maintain health benefits through CalPERS for fiscal year 2023-24.

**C. Vision Insurance**

The Authority shall provide a Vision Care Plan for management employees. The Authority shall contribute up to the full family premium. The Authority may select an alternate vision care provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and
2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

**D. Dental Insurance Plan**

The Authority shall provide a dental plan of the Authority's choice for management employees. The Authority shall contribute up to the full family

premium. The Authority may select an alternate dental insurance plan provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and
2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

**SECTION 6. LIFE INSURANCE PLAN**

- A. The Authority shall provide group term life insurance benefit plan for management employees, which shall provide for fifty thousand dollars (\$50,000) life and AD&D coverage for employees only during the term of their employment.
- B. The Authority shall make available additional voluntary life insurance coverage, at the employee's expense, as long as the minimum participation requirements of the insurance provider are met.

**SECTION 7. SHORT AND LONG-TERM DISABILITY**

The Authority shall provide a short and long-term disability plan for management employees during the term of their employment.

**SECTION 8. RETIREMENT**

**A. Retirement Defined**

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees' Retirement System (PERS).

**B. PERS Retirement Contributions**

1. G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Non-sworn employees under this plan shall pay the full eight percent (8%) of the employee share of CalPERS.
2. G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non-sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.
3. G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible

for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.

4. G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn personnel hired prior to December 31, 2012 or those who are CalPERS "Classic" employees or eligible for reciprocity. The FCFA pays two percent (2%) of the nine percent (9%) employee share of CalPERS. Effective on the first full pay period following July 1, 2018, the FCFA will pay zero percent (0%) and the employee will pay the full nine percent (9%) employee share of CalPERS.
5. G.C. Section 7522.25. The CalPERS Public Safety Officer 2.7% @ 57 Retirement Plan shall be provided for new employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS.
6. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution paid by the FCFA shall be reported to PERS as income.
7. G.C. Sections 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.
8. GC Section 20042. For safety employees hired prior to December 31, 2013 and non-sworn employees hired prior to December 21, 2012, retirement benefits are based on the highest single year compensation.
9. GC Section 20037. For sworn safety employees hired on or after December 31, 2012 and non-sworn employees hired on or after December 21, 2012, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.
10. GC Section 20965. Employees shall receive credit for unused sick leave.
11. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.
12. Effective January 1, 2013, the Public Employees' Pension Reform Act of 2013 (PEPRA) shall apply to all sworn and non-sworn employees,

as well as for employees transferring from other CalPERS or reciprocal agencies.

**C. Retiree Medical**

1. Employees who retire from Authority service shall be allowed to purchase medical insurance coverage through the Authority.
2. GC Section 22892. The Authority's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The Authority's contribution shall be adjusted annually thereafter by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the Authority is participating in the CalPERS Health Plan.
3. The Authority shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the Authority on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by the Authority on a full-time basis for ten (10) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Section 4. A. 1. and the following amounts:

For single annuitant coverage:	\$175.10
For annuitant + 1 dependent:	\$302.85
For annuitant + 2 or more dependents:	\$376.79

**SECTION 9. ANNUAL LEAVE**

Regular, full-time management employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. Management employees may accrue such paid leave as provided by this provision to be used in the future or may convert annual leave to salary compensation under the conditions contained in these regulations.

**A. Accumulation Rates:**

Management employees shall accrue annual leave based upon the following schedule:

1. Management employees with less than five (5) years of service shall earn annual leave at the rate of 29 days (232 hours) per year;
2. Management employees with five (5) to ten (10) years of service shall earn annual leave at the rate of 31 days (248 hours) per year;
3. Management employees with ten (10) to fifteen (15) years of service shall earn annual leave at the rate of 33 days (264 hours) per year; and
4. Management employees with over fifteen (15) years of service shall earn annual leave at the rate of 34 days (272 hours) per year.
5. New full-time management employees shall be granted fifty-six (56) hours of Annual Leave upon hiring. However, additional Annual Leave shall not be accumulated until after completion of three (3) months of continuous service. If a new management employee terminates during the first three months of employment, the Annual Leave balance shall reflect the actual amount that would have been accumulated at the established rate per pay period, less any usage. If the employee's usage of Annual Leave exceeds the adjusted accumulation amount, the employee shall refund the excess amount used. The refund to the City shall be equal to excess hours used times the employee's hourly salary compensation rate.

**B. Maximum Accrual:**

The maximum accrual of annual leave shall be 725 hours. If an employee has accrued the maximum number of hours, accrual of annual leave shall be discontinued. Accrual shall resume on the first day of the pay period following a reduction in the accrued balance below the maximum allowed.

**C. Conversion to Salary:**

A management employee may convert a maximum of 48 hours of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary compensation, the employee must: a) convert a minimum of sixteen (16) hours to pay; and b) upon making the conversion to pay, the employee must be left with a minimum of 160 hours of annual leave.

Employees who are promoted or reclassified into a management position and were not subject to the annual leave program for the entire twelve (12) month

period shall be allowed to include previous vacation and sick leave use as annual leave for the purpose of this provision.

**D. Notification and Approval:**

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the department director. It is the responsibility of the employee to provide the supervisor or Fire Chief with reasonable notice of an absence. The Fire Chief shall have the authority to approve or deny the use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the Fire Chief with due regard to the wishes of the employee and particular regard for the needs of the Authority. Employees who are off for extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Reasonable absences of less than eight (8) hours shall not be debited against annual leave. Such absences should have the prior approval of the employee's supervisor and/or Fire Chief.

**E. Separation from Employment:**

Management employees who separate their employment from the Authority shall have all annual leave accumulations converted to salary compensation at the employee's current rate. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short-term leave (one (1) to three (3) days) to attend to personal business. However, such short-term leaves may not be conducted consecutively and with a frequency to create in effect, a long-term leave.

**F. Service Credit Conversion:**

1. Upon retirement an employee may have unused annual leave converted to Service Credit with the Public Employees' Retirement System (PERS).
2. Annual leave shall be converted to sick leave for PERS at the rate of one (1) hour of annual leave equals one (1) hour of sick leave.
3. When unused annual leave is converted to sick leave, for a service credit conversion, an employee may not receive additional cash compensation for the unused leave.

**G. Conversion of Sick leave and Vacation Leave to Annual leave:**

Employees who are promoted or reclassified into a management position shall convert their sick leave and vacation leave accumulation to annual leave.

1. Sick leave accumulations shall be converted to annual leave at the rate of one (1) hour of sick leave equals one-half (0.5) hour of annual leave.
2. Vacation leave accumulations shall be converted to annual leave at the rate of one (1) hour of vacation leave equals one (1) hour of annual leave.

**SECTION 10. HOLIDAYS**

The 40 hour work week schedule Management employees shall receive the following paid holidays:

- New Year's Eve, December 31
- New Year's Day, January 1
- Martin Luther King Day, third Monday of January
- Washington's Birthday, third Monday of February
- Memorial Day, the last Monday in May
- Juneteenth Day, June 19 (or day of observance)
- Independence Day, July 4
- Labor Day, the first Monday in September
- Veteran's Day, November 11 (or day of observance)
- Thanksgiving Day, fourth Thursday in November (or day of observance)
- Day following Thanksgiving
- Christmas Eve, December 24
- Christmas Day, December 25
- One Floating Day per Fiscal Year (employee choice with Supervisor approval)

The shift based work week schedule Management employees will receive payment in lieu of the designated holidays, employees will be provided 6.53 hours of straight-time pay semi-monthly.

Every day designated by the President, Governor, or Mayor for public observance as a special nonrecurring single event, such as the death of a national leader or end of war.

All holidays in the above schedule that fall on a Saturday shall be observed on the preceding Friday; all holidays in the above schedule that fall on a Sunday shall be observed on the following Monday.

**ARTICLE 11. UNIFORM AND EQUIPMENT ALLOWANCE**

Upon the hiring of a Fire Department employee, the JPA will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department



policy. The JPA will provide replacement safety equipment as necessary as determined by the Fire Chief.

- A. The JPA will provide a uniform allowance to members of this unit, in the amount of a lump sum \$1,500 per employee to be paid by July 15 per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in C. below. Replacement of uniforms and equipment shall be deferred for the term of this agreement.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the JPA. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from reserve status, items will be issued to augment their uniform compliment. Subject to the \$1,500 limit in A. above, uniforms to be purchased by the JPA for new employees include:
  - 1. Pants (up to 4 pairs)
  - 2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
  - 3. T-shirts (up to 4)
  - 4. Jacket w/liner (1)
  - 5. Sweatshirts (up to 2)
  - 6. Socks (up to 6 pairs)
  - 7. Belt & buckle (1)
  - 8. Ball cap (1)
  - 9. Class A uniform (1 set provided after employee completes probation)
  - 10. Nameplate & insignias, including patches.
  - 11. Ancillary equipment and uniform items
  - 12. Boots

The above list may be modified with approval of the Fire Chief.

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.
- F. The JPA shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase by the Fire Chief or his/her designee.

## **SECTION 12. VEHICLE ASSIGNMENT OR ALLOWANCE**

The Fire Chief and the Fire Battalion Chiefs shall be assigned a take home Authority vehicle.

**SECTION 13. JURY DUTY**

Management employees shall be granted leave with full pay and no loss in benefits when called for jury duty if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

**SECTION 14. BEREAVEMENT LEAVE**

Management employees are entitled to a paid bereavement leave of absence, not to exceed three (3) days, in the event of the death of a member of the employee's immediate family, to include an employee's or spouse's parents, spouse, children, brother, sister, stepchildren, grandparents, grandchildren, aunt, uncle, son-in-law, daughter-in-law, step relatives described above, or any other person residing in the same household, for the purpose of attending the funeral and making other arrangements at the time the loss occurs. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. Such leave is independent of annual leave. In order to receive this benefit, domestic partners must be registered with the Secretary of State.

**SECTION 15. EMPLOYEE ASSISTANCE PLAN**

The Authority shall provide an Employee Assistance Plan for management employees and their dependents during the term of their employment.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**DANIEL RUSHING, CHAIR**

**ATTEST:**

**TRICIA MEYERS, CLERK TO THE BOARD**

**APPROVED AS TO CONTENT:**

**MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER**

**APPROVED AS TO FORM:**

**DAVID P. HALE, GENERAL COUNSEL**

**OFFICIAL CERTIFICATION**

**I, TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-xx is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of October, 2023.

**TRICIA MEYERS, CLERK TO THE BOARD**

<b>FIVE CITIES FIRE AUTHORITY</b> <b>SCHEDULE OF SALARY RANGES</b> <b>MANAGEMENT</b> <b>EFFECTIVE October 27, 2023</b>
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	LOW	MID	HIGH	POSITION
Biweekly	3,473	3,848	4,223	ADMINISTRATIVE OPERATIONS MANAGER/CLERK TO THE BOARD
Monthly	7,525	8,338	9,151	
Annual	90,300	100,054	109,809	
Biweekly	5,327	5,901	6,476	BATTALION CHIEF
Monthly	11,541	12,786	14,030	
Annual	138,495	153,429	168,364	
Biweekly	6,273	6,950	7,628	FIRE CHIEF
Monthly	13,591	15,059	16,526	
Annual	163,094	180,706	198,317	

<b>FIVE CITIES FIRE AUTHORITY</b> <b>SCHEDULE OF SALARY RANGES</b> <b>MANAGEMENT</b> <b>EFFECTIVE July 5, 2024</b>
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	LOW	MID	HIGH	POSITION
Biweekly	3,577	3,964	4,350	
Monthly	7,751	8,588	9,426	ADMINISTRATIVE OPERATIONS MANAGER/CLERK TO THE BOARD
Annual	93,009	103,058	113,106	
Biweekly	5,486	6,078	6,670	
Monthly	11,887	13,169	14,451	BATTALION CHIEF
Annual	142,647	158,029	173,411	
Biweekly	6,461	7,159	7,856	
Monthly	13,999	15,510	17,022	FIRE CHIEF
Annual	167,985	186,123	204,261	

<p><b>FIVE CITIES FIRE AUTHORITY</b>  <b>SCHEDULE OF SALARY RANGES</b>  <b>MANAGEMENT</b>  <b>EFFECTIVE July 4, 2025</b></p>
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	LOW	MID	HIGH	POSITION
Biweekly	3,685	4,083	4,481	ADMINISTRATIVE OPERATIONS MANAGER/CLERK TO THE BOARD
Monthly	7,984	8,846	9,709	
Annual	95,802	106,154	116,505	
Biweekly	5,651	6,260	6,870	BATTALION CHIEF
Monthly	12,244	13,564	14,885	
Annual	146,923	162,769	178,614	
Biweekly	6,655	7,373	8,092	FIRE CHIEF
Monthly	14,419	15,976	17,533	
Annual	173,028	191,710	210,392	

<p><b>FIVE CITIES FIRE AUTHORITY</b>  <b>SCHEDULE OF SALARY RANGES</b>  <b>MANAGEMENT</b>  <b>EFFECTIVE July 3, 2026</b></p>
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	LOW	MID	HIGH	POSITION
Biweekly	3,795	4,205	4,616	ADMINISTRATIVE OPERATIONS MANAGER/CLERK TO THE BOARD
Monthly	8,224	9,112	10,000	
Annual	98,682	109,343	120,003	
Biweekly	5,821	6,448	7,076	BATTALION CHIEF
Monthly	12,611	13,971	15,332	
Annual	151,336	167,657	183,979	
Biweekly	6,855	7,595	8,335	FIRE CHIEF
Monthly	14,852	16,455	18,059	
Annual	178,219	197,463	216,708	

## RESOLUTION NO. 2023-XX

### A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE AUTHORITY AMENDING THE SALARY RANGE FOR THE OFFICE ASSISTANT II AND RESERVE FIREFIGHTER

**WHEREAS**, the Board of the Five Cities Fire Authority (“Authority”) has established a system of classification for all positions within the FCFA service with descriptive occupational titles used to identify and distinguish positions from one another based on job duties, essential functions, knowledge, skills, abilities and minimum requirements; and

**WHEREAS**, the Board has established a system of compensation for the classification titles listed herein, based on resolutions and agreements as approved and adopted by the Board; and

**WHEREAS**, the Board deems it in the best interest of the Authority that compensation for employees be adjusted as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Five Cities Fire Authority that:

#### **SECTION 1. AFFECTED EMPLOYEES**

The wages set forth herein are to be provided to the Office Assistant II and Reserve Firefighter position.

#### **SECTION 2. WAGES**

Salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit “A” attached hereto and incorporated herein by this reference, to be effective for the pay period beginning October 27, 2023.

##### **A. FISCAL YEAR 2023-24**

- The salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit “A” reflects a 3.0% cost of living adjustment for all positions effective October 27, 2023.

##### **B. FISCAL YEAR 2024-25**

- The salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit “B” reflects a 3.0% salary increase for all positions effective July 5, 2024.



**C. FISCAL YEAR 2025-26**

- The salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit "B" reflects a 3.0% salary increase for all positions effective July 4, 2025.

**D. FISCAL YEAR 2026-27**

- The salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit "B" reflects a 3.0% salary increase for all positions effective July 3, 2026.

**SECTION 3. BENEFITS**

All other part-time employee salary and benefit terms and conditions remain in full force and effect.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**DANIEL RUSHING, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**DAVID P. HALE, GENERAL COUNSEL**

**OFFICIAL CERTIFICATION**

**I, TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of October, 2023.

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**

<p style="text-align: center;"><b>FIVE CITIES FIRE AUTHORITY</b> <b>PART-TIME SALARY SCHEDULE</b> <b>EFFECTIVE October 27, 2023</b></p>
-------------------------------------------------------------------------------------------------------------------------------------------------

GROUP: PART-TIME POSITIONS

	HOURLY RATE			
	Step A	Step B	Step C	Step D
Office Assistant II	\$19.37	\$19.94	\$21.34	\$22.42
Reserve Firefighter	\$16.48	\$17.51	\$18.54	

<b>FIVE CITIES FIRE AUTHORITY PART-TIME SALARY SCHEDULE EFFECTIVE July 5, 2024</b>
--------------------------------------------------------------------------------------------

GROUP: PART-TIME POSITIONS

	HOURLY RATE			
	Step A	Step B	Step C	Step D
Office Assistant II	\$19.95	\$20.54	\$21.98	\$23.09
Reserve Firefighter	\$16.97	\$18.04	\$19.10	

<b>FIVE CITIES FIRE AUTHORITY PART-TIME SALARY SCHEDULE EFFECTIVE July 4, 2025</b>
--------------------------------------------------------------------------------------------

GROUP: PART-TIME POSITIONS

	HOURLY RATE			
	Step A	Step B	Step C	Step D
Office Assistant II	\$20.55	\$21.16	\$22.64	\$23.78
Reserve Firefighter	\$17.48	\$18.58	\$19.67	

<b>FIVE CITIES FIRE AUTHORITY PART-TIME SALARY SCHEDULE EFFECTIVE July 3, 2026</b>
--------------------------------------------------------------------------------------------

GROUP: PART-TIME POSITIONS

	HOURLY RATE			
	Step A	Step B	Step C	Step D
Office Assistant II	\$21.17	\$21.79	\$23.32	\$24.49
Reserve Firefighter	\$18.00	\$19.14	\$20.26	

AMENDMENT NO. 6 TO  
EMPLOYMENT AGREEMENT  
FOR  
STEPHEN C. LIEBERMAN

This Amendment No. 6 to the Employment Agreement for Stephen C. Lieberman, dated December 8, 2014, ("Agreement") is hereby made and entered into this 16th day of October, 2023, by and between the Five Cities Fire Authority, a Joint Powers Authority under California Government Code, Sections 6500 et seq., ("Authority") and Stephen C. Lieberman, an individual ("the Employee"), collectively referred to herein as ("Parties"), both of whom agree to the terms and conditions of this Amendment No. 6 to the Agreement as follows:

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

1.) Section 3 entitled "Salary" is modified as follows:

Authority agrees that Employee's annual base salary shall be \$198,317.00 commencing on October 27, 2023. The annual base salary is payable in equal installments at the same time as other employees of Authority are paid. Subsequent increases in salary may be considered annually at the time of Employees Performance Evaluation, pursuant to Section 6 below.

2.) To the extent this Amendment No. 6 is inconsistent with the Agreement dated December 8, 2014, this Amendment shall govern and prevail over the Agreement. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority has caused this Amendment No. 6 to the Agreement to be signed and executed on its behalf by the Chair of the Authority Board, and duly attested by its Clerk to the Board, and Employee has signed and executed this Amendment No. 6, both in duplicate, the 16th day of October, 2023.

FIRE CITIES FIRE AUTHORITY

EMPLOYEE

\_\_\_\_\_  
Daniel Rushing, Chair

\_\_\_\_\_  
Stephen C. Lieberman

APPROVED AS TO FORM

\_\_\_\_\_  
David P. Hale, General Counsel



## **STAFF REPORT**

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**TO:** Chair and Board Members **MEETING DATE:** October 16, 2023

**FROM:** Nicole Valentine, Treasurer

**SUBJECT:** Consideration of Approval of Successor Memorandum of Understanding (MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2023-24 through FY 2026-27

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### **RECOMMENDATION**

It is recommended that the Board: 1) Approve a successor Memorandum of Understanding (MOU). 2) Adopt a Resolution with the International Association of Fire Fighters (“IAFF”) Local 4403 for the period July 1, 2023 to June 30, 2027. 3) Approve a budget adjustment to appropriate \$51,900 in fund balance.

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### **BACKGROUND**

The existing IAFF MOU expired on June 30, 2023. The Authority completed a compensation survey in conjunction with a similar survey in Arroyo Grande that showed that all positions within the IAFF classifications were under the median when compared to neighboring agencies. The Authority reached out to IAFF to address these discrepancies in June 2023 and negotiations have been under way for the past several months for a successor MOU. The terms of the proposed MOU were voted on and approved by the IAFF’s membership on Friday, September 1, 2023.

Salary and other compensation adjustments will become effective on October 27, 2023, which is the first day of the first full pay period after ratification of this agreement.

Substantive changes to the IAFF salary and benefits recommended in the successor MOU include the following:

- Equity Adjustment for all positions:
  - Fire Captain: 10%
  - Fire Engineer: 15%
  - Fire Fighter: 20%
- All employees will receive a 3% salary increase each successive fiscal year (FY 2024-25, FY 2025-26, and FY 2026-27).
- Reimbursement for Lost or Damaged Property items was increased:
  - Prescription eye wear from \$300 to \$400
  - Cell phones from \$300 to \$500
- Adjusted Hours of Work for the twenty-four (24) hour period from 0700 hours (7 a.m. to the following 7 a.m.) to 0800 hours (8 a.m. to the following 8 a.m.)
- Adjusted the Residency Requirements from living within 60 driving miles of their assigned Station to having employees reside within the State of California.



- Incorporated Side letter dated August 22, 2023, approved by the FCFA Board, regarding Minimum Staffing
- Adjust the holiday schedule to remove Lincoln's birthday and add Juneteenth as a holiday on June 19th of each year or following workday if June 19th lands on a weekend.

The formal Memorandum of Understanding is presented to the Board for final adoption.

**FISCAL IMPACT**

The proposed increases will cost approximately \$527,600 for FY 2023-24. A budget adjustment to appropriate totaling \$51,900 from fund balance is included in the staff recommendation.

**ALTERNATIVES**

The following alternatives are provided for the Board's consideration:

1. No alternatives are presented; the formal adoption of the MOU is procedural to previous direction from the Board.

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**ATTACHMENTS**

Memorandum of Understanding  
Resolution

**PREPARED BY**

N. Valentine, Treasurer



**2023/2024 – 2026/27  
(Four Year)**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 4403**

**AND**

**THE FIVE CITIES FIRE JOINT POWERS AUTHORITY**

**MEMORANDUM OF UNDERSTANDING  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

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**2023/2024 – 2026/27 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE REPRESENTATIVES OF THE  
FIVE CITIES FIRE JOINT POWERS AUTHORITY (JPA)  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

**ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of Memorandum of Understanding shall be July 1, 2023 through June 30, 2027 and thereafter shall continue from year to year. Any changes from the prior Memorandum of Understanding shall not be effective until the execution of this Memorandum of Understanding.

**ARTICLE 2. RECOGNITION**

The JPA recognizes Local 4403 as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineers, and Firefighter. Local 4403 and its members recognize and agree to the fact that though they will be employees of the City of Arroyo Grande, all personnel related activities, including but not limited to supervision, hiring, training, promotion, discipline shall be assigned by the City of Arroyo Grande to the JPA chain of command. The original signed copies of the Agreement for Contract Personnel reside with the City Clerk for the City of Arroyo Grande and Secretary to the Board for the Five Cities Fire Authority.

**ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES**

City of Arroyo Grande Personnel Regulations and other policies and procedures shall apply to the JPA and its employees until replacement regulations, policies and procedures are adopted by the JPA.

**ARTICLE 4. WAGES**

A. Local 4403 represents the following employee classifications:

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Captain	41
Fire Engineer	36
Fire Fighter	32

The City and Local 4403 agree that all position classifications represented by the Union as depicted in Section “A” of this Article shall receive salaries as represented in Exhibit “A” effective the first full pay period after ratification of this agreement by the Board in open session.

- B. Wage increases  
The salaries contained in Exhibit "A" reflect an equity adjustment of 10% for Fire Captains, 15% for Fire Engineers, and 20% for Fire Fighters following adoption of this agreement in open session by the JPA Board.
- C. FISCAL YEAR 2024-25  
For FY 2024-25 salaries contained in Exhibit "B" shall reflect a 3.0% salary increase effective the first day of the first full pay period after July 1, 2024.
- D. FISCAL YEAR 2025-26  
For FY 2025-26 salaries contained in Exhibit "c" shall reflect a 3.0% salary increase effective the first day of the first full pay period after July 1, 2025.
- E. FISCAL YEAR 2026-27  
For FY 2026-27 salaries contained in Exhibit "c" shall reflect a 3.0% salary increase effective the first day of the first full pay period after July 1, 2026.

**ARTICLE 5. APPLICATION OF SALARY STEPS**

All employees entering the permanent, full-time employ of the JPA shall be paid at the first step of the salary range, unless otherwise determined by the Fire Chief, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the Fire Chief for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Fire Chief.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.

- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.

A performance report on each employee recommended for salary advancement shall be prepared annually by the Fire Chief or his or her designee prior to final action. An employee must always continue to maintain an acceptable level of performance.

Merit increases will become effective the first day of the next full pay period following the evaluation date.

#### **ARTICLE 6. SPECIALTY ASSIGNMENT PAY**

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. To be eligible for Special Assignment Pay, an employee must be assigned by the Fire Chief to perform the function. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. Hazardous Materials Series:
  - 1. Hazardous Material Technician – 2.5% of additional pay over his/her current step.
  - 2. Hazardous Material Specialist – 2.5% of additional pay over his/her current step.
- C. Fire Prevention – 2.5% of additional pay over his/her current step.
- D. Employees must possess current certifications and complete all ongoing required training as determined necessary by the Fire Chief. The qualified employee shall notify the Fire Chief upon any change in status within five (5) business days.
- E. All Specialty Assignment Pay is cumulative. However, no employee shall receive more than 5% of Base Pay in total Specialty Assignment Pay.

Where job classifications require any of the above, Section B and C will not apply.

#### **ARTICLE 7. EDUCATIONAL PAY**

- A. All unit employees may qualify for advancement of one salary range above their position classified range upon receipt of an Associated Arts Degree or Associated Science Degree, from an accredited junior college, or upon earning a special license or certificate, deemed to be equivalent to an AA/AS degree and is related to the performance of the employee's duties and/or assignment, upon approval by the Fire Chief. For purposes of completion of certificated courses related to an



employee's duties and/or assignment equivalency (including those programs resulting in a special license or certificate) or an aggregate of the same which equals or exceeds 720 instructional hours, will be deemed to be equivalent to an AA degree.

- B. Unit employees who possess licenses or certificates as specified in Section A of this Article, totaling less than 720 hours and more than 300 hours of instruction, shall qualify for an advancement in salary of \$20 per pay period upon approval of the Fire Chief.
- C. All unit employees may qualify for advancement of two salary ranges above their position classified range upon receipt of a Bachelor of Science/Bachelor of Arts Degree in a field relative to their job classification, from an accredited college, upon approval of the Fire Chief.
- D. **Exceptions:** When position classifications require an Associated Arts, Bachelor of Science, or Bachelor of Arts Degree, Master of Science, or Master of Arts Degree, no educational pay shall be paid to an employee holding such a position. The JPA agrees not to require the following degrees: A.A., B.S., B.A. for the current positions represented by the IAFF Local 4403, unless agreed upon through the meet and confer process.
- E. The maximum Educational Pay incentive paid to unit employees shall be capped at five percent (5%) over the current classification range.

#### **ARTICLE 8. UNIFORM AND EQUIPMENT ALLOWANCE**

Upon the hiring of a Fire Department employee, the JPA will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The JPA will provide replacement safety equipment as necessary as determined by the Fire Chief.

- A. The JPA will provide a uniform allowance to members of this unit, in the amount of a lump sum \$1,500 per employee to be paid by July 15 per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in C. below. Replacement of uniforms and equipment shall be deferred for the term of this agreement.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the JPA. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from

reserve status, items will be issued to augment their uniform complement. Subject to the \$1,500 limit in A. above, uniforms to be purchased by the JPA for new employees include:

1. Pants (up to 4 pairs)
2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
3. T-shirts (up to 4)
4. Jacket w/liner (1)
5. Sweatshirts (up to 2)
6. Socks (up to 6 pairs)
7. Belt & buckle (1)
8. Ball cap (1)
9. Class A uniform (1 set provided after employee completes probation)
10. Nameplate & insignias, including patches.
11. Ancillary equipment and uniform items
12. Boots

The above list may be modified with approval of the Fire Chief and the Union.

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.
- F. The JPA shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase by the Fire Chief or his/her designee.

#### **ARTICLE 9. REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY**

- A. When uniform and equipment items authorized by the Fire Department are lost or damaged on duty, other than by normal wear and tear, the JPA shall replace the items.
- B. The JPA will reimburse employees for the lost or damaged item, up to the following amounts:
  1. Sunglasses up to \$150.00.
  2. Prescription eye wear up to \$400.00.
  3. Cell phones up to \$500.
  4. Watches up to \$100.

Such list may be amended with approval of the Fire Chief and Union.

- C. All claims shall be filed in writing, verified by the employee's immediate supervisor, and approved by the Fire Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's negligence, malfeasance, or misfeasance.

**ARTICLE 10. HOURS OF WORK AND OVERTIME**

A. Work Shift

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0800 hours and continuing until the next day, ending at 0800 hours (8 a.m. to the following 8 a.m.).

Special assignment may require an employee to work a forty (40) hour-week work schedule on a temporary basis. Should an employee be assigned to this schedule, all leave benefits (vacation, sick, holidays, etc.) shall accrue at the forty (40) hour work week accrual rate and no FLSA is given.

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.

C. Shift Schedule

1. The regular work schedule shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

X = 24-hour on-duty period  
O = 24-hour off-duty period

Schedule: XXOOOOXXOOOOXXOOOOXXOOOO

2. In the event the same shift is scheduled to work both Christmas Eve and Christmas day in the same year, the shift scheduled to work December 23 will be exchanged with the shift scheduled to work December 24, unless this impacts the FLSA and overtime cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 25 and 26, the shift scheduled to work December 25 will be exchanged with the shift scheduled to work December 26.

3. The Fire Department shall give no less than fifteen (15) days' notice prior to changing a shift assignment for non-emergency reasons.

D. Overtime

Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those

assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week. For purposes of determining overtime pay, the use of accrued Vacation Time, Compensatory Time Off, Sick Leave, Bereavement and Jury Duty shall be considered as hours worked. Mandatory and reimbursed call backs shall be counted as overtime and be paid at time and one-half of the employee's base salary.

E. Compensatory Time

At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. No employee shall accrue compensatory time off in excess of two hundred and forty-five (245) hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

F. Modified Duty

An employee who is unable to perform the essential functions of his or her job, with or without reasonable accommodation, due to injury or illness may request to be placed on modified duty. The employee must provide the Fire Chief or his/her designee with a doctor's note describing the restrictions that he/she may have. If a modified duty assignment is available that is within the employee's restrictions, the Fire Chief or his/her designee may approve the request.

A modified-duty work assignment is generally administrative in nature and may require working at a desk typing, driving and walking depending on an employee's medical restrictions. The schedule is typically forty (40) hours a week.

Once on a forty (40) hour week schedule, all leave balance and accruals (Holiday, Vacation, Sick Leave, etc.) are changed to reflect a forty (40) hour workweek. To convert paid leave time accruals and balance from a fifty-six (56) hour workweek to a forty (40) hour workweek, rates will be divided by a factor of 1.4. Any leave taken during the modified duty assignment is taken at the forty (40) hour workweek accrual rate and no FLSA is given.

Modified duty assignments will commence on the first day of a pay-period. When the employee's treating doctor provides a written release to return the employee back to full duty and it has been approved by the Fire Chief or his/her designee, the employee will return to their appropriate shift on their next scheduled workday, providing the return date does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on earliest date that will not trigger excess overtime, unless emergency

circumstances occur. To convert paid leave time accruals and balances from a forty (40) hour workweek back to a fifty-six (56) hour workweek, rates will be multiplied by a factor of 1.4.

**ARTICLE 11. SHIFT EXCHANGES**

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The JPA is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-four-day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

**ARTICLE 12. MINIMUM STAFFING**

Twenty-four (24) hour minimum staffing each day shall consist of three (3) Full-Time Fire Department Captains, three (3) Full-Time Fire Department Engineers and two (2) Full-Time Firefighters. In cases of emergency, a Chief Officer may also elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations. If regularly scheduled employees are not available for such staffing, any full-time employee, regardless of rank, may work the duty shift. The vacancy affected rank will be filled with the same rank first, before opening to other classifications. In the event an employee is called into work to start their regularly scheduled shift early, they will receive two hours of pay at the overtime rate. All hours worked in excess of two hours will be at the employee's base rate unless the employee otherwise qualifies for overtime in accordance with this Agreement.

**ARTICLE 13. CALLBACK PAY**

Callback is defined as, "the circumstances that requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week." An employee called back to work will receive a minimum two (2) hours overtime pay. An employee called back for overtime pay shall not be required to fulfill the hourly obligation to receive callback pay. Overtime pay shall commence from the time the employee signs in at the Fire station.

**ARTICLE 14. SENIORITY**

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the JPA and the employee's previous full-time service at either the Arroyo Grande, Grover Beach, or Oceano Fire Departments. For employees with the same full-time start date at their original member agency, seniority will be determined by employee ranking upon hire. When determining seniority for permanent

full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

**ARTICLE 15. VACATION LEAVE**

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the JPA in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed fifty-six (56) working hours with his/her Supervisor's approval.
- C. Employees who terminate employment shall be paid a lump sum of his/her outstanding vacation and compensatory time accruals on the regular payday for the pay period containing their last day of work.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

<b>AFTER: YEARS</b>	<b>= HOURS PER MONTH</b>
01	9.34
02	11.20
03	12.14
04	13.08
05	14.00
06	14.00
07	14.94
08	14.94
09	15.88
10	15.88
11	16.80
12	16.80
13	17.74
14	17.74
15	18.68

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's start date at their original member agency.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the

Supervisor, within the limitation necessitated by legitimate operational needs of the JPA.

- H. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern barring any unusual circumstances.
- I. Employees may accrue vacation leave up to a maximum of 315 hours. In the event an employee's accrued vacation leave exceeds the maximum allowable on January 1, the employee shall be paid at his/her January 1 hourly wage rate for those hours accrued in excess of the maximum allowable. Upon request of an employee, an exception to the accrual limit may be made upon approval by the Fire Chief.

**ARTICLE 16. HOLIDAY LEAVE**

- A. The following holidays are the designated holidays for full-time Fire Department employees. In lieu of the designated holidays, employees will be provided 6.53 hours of straight-time pay semi-monthly.

- 1. Independence Day
- 2. Labor Day
- 3. Veteran's Day
- 4. Thanksgiving
- 5. Day following Thanksgiving
- 6. Christmas Eve, half day
- 7. Christmas
- 8. New Year's Eve, half day
- 9. New Year's Day
- 10. Martin Luther King Day
  
- 11. President's Day
- 12. Memorial Day
- 13. Juneteenth Day
- 14. One day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).

- B. Special Holidays:

Every day designated by the President, or Governor, for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a JPA paid holiday.

**ARTICLE 17. SICK LEAVE**

- A. All full-time, permanent employees shall accrue 11.2 hours of sick leave with pay for each month of service. The maximum accumulation of earned sick leave shall be 1,680 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 1,680 hours. Upon retirement an employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the JPA's contract with PERS. At the end of each calendar year, each employee has the option of being paid straight time for 25% of his/her unused sick leave of that year, transferring it to vacation, or leaving it in sick leave.
- B. Employees may transfer sick leave on a voluntary basis to a fellow JPA employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave (per injury or illness) based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the JPA, be completed by both employees who mutually request such transfer, and submitted for approval to the Fire Chief for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.
- C. Employee, while out on disability, may utilize sick leave hours to complement their disability allotment so as to receive 100% of their pay. This utilization will be a percentage of pay not covered by disability.

**ARTICLE 18. NOTIFICATION OF MAXIMUM ACCRUAL**

Employees shall be notified a pay period prior to any pay-outs from maximum accrual of compensatory time, vacation, and sick leave.

**ARTICLE 19. BEREAVEMENT LEAVE**

Unit employees shall be granted leave by the Fire Chief whenever the affected employee has experienced a death in the immediate family, defined as the spouse/registered domestic partner, the employee's or employee's spouse's/registered domestic partner's father, mother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, "step" relatives as described above, aunt or uncle, or any other person residing in the same household. Unit members must be employed for at least thirty (30) days prior to the commencement of bereavement leave. where attendance to the funeral is necessary.

The Authority agrees to provide members a leave of absence of five (5) working days. Three (3) of the five days shall be without loss of salary or benefits per each occurrence



and shall not be chargeable against any of the members leave banks. Bereavement leave shall be taken within the first ninety (90) days after the death of the person for whom the employee is taking the leave for. The five (5) days do not need to be taken consecutively.

As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary funeral home, burial society, crematorium, religious institution, or governmental agency to the Fire Chief or designee justifying such absence.

## **ARTICLE 20. FAMILY LEAVE**

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

- A. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
- B. Leave may be taken for including but not limited to: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
- C. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
- D. Request for leave must be made 30 days prior to leave, when the need is foreseeable and such notice is practical.
- E. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
- F. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Pregnancy Disability Leave ("PDL") apply.

## **ARTICLE 21. MILITARY LEAVE**

Employees taking military leave with the National Guard or Reserves shall be entitled to full JPA pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the JPA, shall be without JPA pay or JPA-paid benefits and shall be for a period not to exceed state and federal law. The employee may elect to retain his/her JPA health insurance for up to twenty-four months, by paying the required premiums. Reemployment rights are governed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

**ARTICLE 22. MEDICAL LEAVE**

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or for pregnancy upon employee's written request to the Fire Chief, subject to submission of medical certification. During the approved leave period, the JPA will not pay employee benefits; however, the employee may elect to maintain JPA medical insurance coverage for employee and dependents at employee's sole cost if such coverage of all individuals is in effect at the time of leave.

**ARTICLE 23. JURY DUTY**

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

**ARTICLE 24. CAFETERIA PLAN**

The JPA shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The JPA's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by California statutory law.

Employees participating in the JPA's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health, dental and vision coverage under the JPA's Cafeteria Plan. The monthly flex allowance will be the following:

- For December 2023, the following flex dollar allowance for health coverage will be provided:
  - For employee only: \$ 839.10
  - For employee + 1 dependent \$ 1,594.30
  - For employee + 2 or more dependents \$ 2,056.62

For December 2024, December 2025, and December 2026 the JPA will increase the flex dollar allowance by an amount equal to one-half of the premium increase for the lowest

cost HMO plan offered by CalPERS, up to a maximum of 5% of the premium increase. Any increase in premiums above this amount will be the full responsibility of the employee.

Employees who waive medical coverage under the cafeteria plan must show proof of alternative group health coverage that is compliant with the Affordable Care Act ("ACA") in order to receive flexible benefit dollars or cash in lieu of enrolling in the JPA's health plan. Employees who properly waive coverage will receive an amount equal to the current employee only contribution. The flexible benefit dollars taken as cash may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

In the event there are any legislative amendments or revisions to the ACA or based upon federal or state decisional case law that amends, annuls or gives further guidance that would affect the cafeteria plan as enumerated in this Article, the parties may re-open this section for further negotiations to determine the obligations of the parties consistent with legislation or case law.

#### **ARTICLE 25. MEDICAL INSURANCE**

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the JPA. If availability of an HMO to the JPA is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the JPA by the existing medical plan provider.
- B. The JPA will maintain health benefits through CalPERS till the end of the term of this Agreement.

#### **ARTICLE 26. DENTAL INSURANCE**

The JPA shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the JPA's choice. The JPA shall pay up to the full family premium. The JPA may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

#### **ARTICLE 27. VISION INSURANCE**

The JPA shall provide a Vision Care Plan for bargaining unit members. The JPA shall contribute the full family premium. The JPA may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

**ARTICLE 28. LIFE INSURANCE**

The JPA shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for forty thousand dollars (\$40,000) life coverage for employees only during the term of their employment. Full cost for said policy will be paid for by the JPA.

**ARTICLE 29. BURN INJURIES**

The JPA agrees to provide burn treatment to fire personnel in the event of a work related burn injury in accordance with Standard Operating Guideline 2404.

**ARTICLE 30. DISABILITY INSURANCE**

The JPA shall provide and pay the premiums for State Disability Insurance, integrated with sick leave. The JPA will pay the premiums for the Family Temporary Disability Insurance. Should there be any future rate increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after January 1, 2013, the JPA and Local 4403 agree to meet and confer to discuss responsibility for payment of such increases.

**ARTICLE 31. RETIREMENT**

A. PERS Retirement Contributions

1. G.C. Section 21363.1. The PERS 3% at Age 55 Retirement Plan is provided for all unit personnel employed by the JPA prior to January 1, 2013. The JPA currently pays 6% of the member's share of the PERS retirement contribution as EPMC and reports the value of EPMC as additional compensation.
2. Effective December 16, 2016, EPMC will be reduced from 6% to 4%. The JPA will continue to report the 4% value of EPMC as additional compensation. In exchange, the JPA will agree to a 6% salary increase for employees effective December 16, 2016.
3. Effective the first day of the first full pay period in July, 2017, EPMC will be reduced from 4% to 2%. The JPA will continue to report the 2% value of EPMC as additional compensation. In exchange, the JPA will agree to a 6%

salary increase for employees the first day of the first full pay period in July, 2017.

4. Effective the first day of the first full pay period in July, 2018, EPMC will be reduced from 2% to 0%. In exchange, the JPA will agree to a 6% salary increase for employee's effective the first day of the first full pay period in July, 2018.

The intent of the above provisions is for the JPA to incrementally reduce its EPMC from 6% to 0% and provide employees with an incremental increase in salary.

5. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service or any other eligible time as permitted by PERS.
6. GC Section 20042. The PERS Plan shall be based upon single highest year compensation.
7. GC Section 20965. Employees will receive credit for unused sick leave.
8. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution paid by the JPA shall be reported to PERS as income.
9. The employee portion of the PERS contribution paid by the employee shall be tax deferred (not subject to taxation until time of constructive receipt) in accordance with Section 414(h) (2) of the Internal Revenue Code.
10. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

Employees defined as "new members" under the Public Employee's Pension Reform Act ("PEPRA") are prohibited under PEPRA from receiving any EPMC. However, new Members will still receive the salary increases on the dates specified above.

1. G.C. Section 7522.25. The CalPERS Safety Fire 2.7% @ 57 Retirement Plan shall be provided for new employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Employees under this plan shall pay at least 50% of the total normal cost rate (currently 12%) of the employee's share of CalPERS.

B. Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the JPA's Personnel Regulations.

C. Retiree Medical

1. Employees who retire from JPA service will be allowed to purchase medical insurance coverage through the JPA at the rates offered by the plan provider subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. The JPA's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The JPA's contribution shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the consumer Price Index, providing that the JPA is participating in the CalPERS Health Plan.
3. The JPA shall provide a supplemental contribution to employees that are: employed on a full-time basis with the City of Arroyo Grande as of January 1, 2008 and who have been employed with the City of Arroyo Grande and JPA on a full-time basis for five (5) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 28, Section C.1 and the following amounts:

For single annuitant coverage:	\$161.11
For annuitant + 1 dependent:	\$295.09
For annuitant + 2 or more dependents:	\$354.42

**ARTICLE 32. PHYSICAL FITNESS**

Employees shall be allotted up to one and one half (1½) hours per twenty-four-hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the Fire Chief or his/her designee. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift at the discretion of the Company Officer if time permits.

**ARTICLE 33. PHYSICAL EXAMS**

The JPA shall pay for any physical examination expressly required to State or Federal law as a condition of employment if conducted by the JPA contracted medical provider. Such physical examinations shall be scheduled with the approval of the Fire Chief. Depending on the length of the exam, the Fire Chief will determine if the appointment may be scheduled on or off duty. Physical examinations required for participation in the countywide Hazardous Materials Response Team may be conducted while off duty.

**ARTICLE 34. MEALS DURING EMERGENCY RESPONSE**

If on-duty personnel are available, a reasonable attempt shall be made to provide meals to employees engaged in an extended local emergency response within six (6) hours of initial response to the incident by the employee and at six (6) hour intervals thereafter.

**ARTICLE 35. EDUCATION**

A. Definition

For training or certification which is required by job specifications, legal mandates, and/or which is required by the JPA, the JPA will provide for such training and/or certification, including paid JPA time to attend the training and to pay for costs associated with the training, provided that funds for such training are included in the current JPA budget.

This section does not apply to training courses and/or certifications required for advancement/promotion to a new position.

- B. For training or certification in support of JPA identified programs and authorized by the Fire Chief, the JPA will provide for such training and/or certification, including providing JPA time to attend the training and to pay for costs associated with attending the training, provided that the program for which the training and/or certification is related remains in operation and that funds for such training are included in the current JPA Budget.

**ARTICLE 36. PAYCHECKS**

The JPA will pay regular checks on a biweekly basis. The paychecks will be provided to the Fire Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the JPA. In any event, paychecks will be provided no later than 5:00 p.m. on the JPA's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday. If an error occurs in the amount of the paycheck over two hundred and fifty dollars (\$250.00), upon request by the employee, a corrected check shall be issued to the employee within three (3) business days.

**ARTICLE 37. PAYROLL DEDUCTIONS**

Requests for changes in and cancellation of Group dues shall be promptly processed by the Group and put into effect by the JPA at the employee's request. Deductions for dues shall be made twice monthly by the JPA. Requests for deductions shall be made on JPA-approved authorization cards.

Local 4403 agrees to indemnify and hold the JPA harmless from any liabilities that may arise as a result of the application of this article.

**ARTICLE 38. ANNIVERSARY DATES**

All employees of the JPA that were employees of the City of Arroyo Grande at the time of the formation of the JPA shall maintain their anniversary dates at the time of the formation of the JPA. All other employees at the time of the formation of the JPA shall have an anniversary date of the effective date of the JPA. All employees hired after the effective date of the JPA shall have an anniversary date the same as date of hire.

**ARTICLE 39. PROBATIONARY PERIOD**

All appointments after the effective date of the JPA shall be tentative and subject to a probationary period of twelve (12) months. The Fire Chief may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Fire Chief may release the probationary employee from JPA employment without cause at any time during the probationary period.

**ARTICLE 40. PROMOTION**

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary. All current employees shall be given consideration for a position opening that will be filled by promotion if they meet the minimum requirements for the position on the date the announcement closes. In the event the promoted party is removed during the probationary period from the position to which promoted, the employee shall not be considered demoted but shall be returned to the range from which promoted if their former position is still available. An employee's annual performance evaluation and potential for merit increase will coincide with their promotional date and annually thereafter. A promoted employee shall retain his or her anniversary date held prior to promotion.

**ARTICLE 41. POSITION CLASSIFICATION**

Classification Changes: During the course of this M.O.U., the JPA and the Union shall notify the employee concerned in case of contemplated change in job content as



contained in the classification descriptions that were in effect at the beginning of the agreement.

**Working Out of Classification:** The term “working out of classification” is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

- A. Employees appointed to unfilled positions on an “out of classification” basis will receive acting pay within the range of the higher classification beginning the first day of the assignment
- B. Such acting pay shall be a minimum of five percent (5%) over the employee’s current salary.

“Out of classification” provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

**ARTICLE 42. TRANSFERS**

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

**ARTICLE 43. TEMPORARY POSITIONS**

The Fire Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

**ARTICLE 44. RESIGNATION**

An employee wishing to leave his/her employment with the JPA in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date, if possible.

**ARTICLE 45. DEMOTION**

Transfer of an employee to a lower class shall result in reduction of salary unless approved otherwise by the Fire Chief. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by

the Fire Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

**ARTICLE 46. LAYOFFS AND DISPLACEMENT**

The JPA shall determine when lay-offs are to occur. The Fire Chief shall be responsible for the implementation of a lay-off order of the JPA in accordance with the procedures outlined below:

- A. After determining a lay-off is needed within the Union, the order of lay-offs shall be as follows:
  - 1. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;
  - 2. For regular full-time employees within the Union, lay-offs shall be governed by seniority and job performance. Seniority is defined by Article 14.

A regular employee being laid-off shall be the employee with the least seniority and who is in the lowest job performance category defined by their two most recent performance evaluations. Employees in Category 1 with the lowest seniority will be laid-off first, followed by employees in Category 2, then Category 3, and finally Category 4. Should two employees with the same seniority date have the same scoring on their two most recent performance evaluations, then the third most recent evaluation overall rating shall be used.

Job performance categories shall be defined as follows.

**Category 1:**

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

**Category 2:**

Performance that is average, competent, or meets performance standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the middle performance category of the performance appraisal report.

Category 3:

Performance that is above average or exceeds performance standards or expectations.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the second highest performance category of the performance appraisal report.

Category 4:

Performance that is outstanding or superior.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top performance category of the performance appraisal report.

B. Recall List

Names of employees laid-off shall be placed on a recall list for a period of two years. Laid-off employees will be recalled in reverse order of lay-off only once before being removed from the list for the job they held before being laid-off. Recall lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the lay-off was made.

C. Appointment of Laid-Off Employees to Vacant Class

The Fire Chief, in agreement with the employee, may appoint an employee who is to be laid-off to a vacancy in a class for which he or she is qualified. He/she will still remain on the recall list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure)

1. Employees who have been promoted during their service with the JPA and previous departments may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. The intent is to have the last person hired be the first person to be laid-off.
2. Reassignment rights may be exercised only once in connection with any one lay-off, and shall be exercised within twenty (20) calendar days from the date of the notice of the lay-off, by written notice from the employee.

3. The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
  4. Employees who bump back will be placed on the salary range for the position they bumped back to at the step closest to their salary in the position they vacated.
  5. Employees who are reassigned (bump back) are to be placed on a recall list for the position they have vacated.
  6. Employees on lay-off shall be recalled in the inverse order of lay-off, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- E. The JPA will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F, below.
- F. Notice of Lay-off to Employees
1. An employee to be laid-off shall be notified in writing of the impending action at least sixty (60) calendar days in advance of the effective date of the lay-off. The notice shall include the following information.
    - a. Reason for lay-off.
    - b. Effective date of lay-off.
    - c. Employee rights as provided in these rules.
  2. Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the JPA to discuss proposed alternatives to a reduction in force.
- G. Removal of Names from Recall Lists
1. The Fire Chief may remove an employee's name from a recall list if any of the following occur:
    - a. The individual indicates that he/she will be unable to return to employment with the JPA during the life of the list; or
    - b. The individual cannot be reached after reasonable efforts have been made to do so. The JPA shall utilize certified mail when contacting individuals; or
    - c. The individual refuses one recall offer at his/her previous job. Individuals shall have ten (10) calendar days to respond to the offer

of recall and an additional thirty (30) calendar days to return to work.

H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
  - a. An employee who has been laid-off shall be paid in full for his/her unused accrued vacation leave and compensatory time on their final paycheck.
  - b. When an individual is recalled, he/she shall be entitled to:
    - (1) Retain his/her seniority date and anniversary date less the amount of time of the lay-off.
    - (2) Accrue vacation leave at the same rate at which it was accrued at the time of the lay-off.
    - (3) Have any unused sick leave reinstated.
    - (4) The same retirement formula prior to lay-off, assuming that the employee has not withdrawn his/her PERS funds. If an employee has withdrawn funds, he/she will be reinstated to the retirement formula which is currently in effect for all newly hired employees unless the employee notifies PERS prior to being reinstated that he/she wishes to redeposit the withdrawn funds and PERS allows the employee to be reinstated at the previous retirement formula.
2. An individual recalled into the job from which he/she was laid-off shall be assigned to the same salary range and step he/she held at the time of the lay-off. An individual recalled into a job classification other than the classification from which he/she was laid-off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the lay-off.
3. If an employee bumps back to a lower job classification in lieu of a lay-off, he/she will not be considered laid-off. He/she will, however, be placed on a recall list for the higher job classification held prior to bumping back.
4. A probationary employee who is recalled shall be responsible for completing his/her probationary time commitment.
5. An individual who is recalled shall complete, upon return to the job, the same work time he/she would have had to work at the time of the lay-off to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
6. The intent of the lay-off policy is to have the last hired the first laid-off.

**ARTICLE 47. USE OF PRIVATE VEHICLE / MILEAGE RATE**

No worker shall be required as a condition of obtaining or continuing JPA employment, to possess or provide a private vehicle for use in connection with his/her JPA employment. The JPA shall reimburse employees at the rate established by the JPA for use of personal vehicles when such employees agree to such use upon stated request of the JPA. Transportation to and from work shall not be reimbursed.

**ARTICLE 48. PERSONNEL FILES**

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at the employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request.

No adverse comment may be entered into a personnel file without the employee having first read and signed the instrument. If, after reading the instrument the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee. He/she then has thirty (30) calendar days to prepare a written response to any adverse comment entered into his/her file. The written response shall be attached to, and shall accompany, the adverse comment.

If an employee believes there is material in his/her file that is mistaken or unlawful, he/she may submit a request to correct or delete the disputed material. The agency then has thirty (30) calendar days to respond to the request.

**ARTICLE 49. POSITION VACANCIES**

Should the JPA determine that a vacancy would not be filled; such determination shall be made within one hundred and twenty (120) working days of the date upon which the worker vacated the position. Upon said determination the JPA will notify the workers in the affected department.

**ARTICLE 50. OUTSIDE EMPLOYMENT**

No full-time employee shall engage in outside employment or an enterprise that the Fire Chief may find unsuitable and in conflict with their municipal duties or responsibilities or that lessens their effectiveness as a JPA employee.

**ARTICLE 51. MANAGEMENT RIGHTS**

The JPA retains all its exclusive rights and authority under State law and JPA ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- A. the exclusive right to determine the mission of its constituent departments,

- commissions, boards;
- B. set standards and levels of services;
  - C. determine the procedures and standards of selection for employment and promotions;
  - D. direct its employees;
  - E. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
  - F. maintain the efficiency of governmental operations;
  - G. determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
  - H. determine methods of financing;
  - I. determine style and/or types of JPA-issued equipment to be used;
  - J. determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the JPA operations are to be conducted;
  - K. determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all JPA functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the JPA;
  - L. assign work and schedule employees in accordance with requirements as determined by the Authority. The Fire Chief, or the Fire Chief's designee with the prior approval of the Fire Chief, has the right to establish and change work schedules, station assignments and shift assignments upon reasonable notice. Reasonable notice for purpose of this section will be no less than 14 days before an employee is scheduled to fill a station or shift assignment;
  - M. establish and modify productivity and performance programs and standards;
  - N. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

Local 4403 recognizes that the JPA has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this

Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

## **ARTICLE 52. GRIEVANCE PROCEDURE**

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest level; and
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this M.O.U. or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term "immediate supervisor" means the individual so designated by the Fire Chief who assigns, reviews, and directs the work of an employee at the first level.

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

### **STEP 1**

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days of the meeting, the immediate supervisor shall give his/her decision or response.

### **STEP 2**



- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
  - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
  - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the JPA and shall be filed with the person designated by the Fire Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, practice, procedure, or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

### STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Fire Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.
- B. The Fire Chief or his designated representative shall respond in writing within ten (10) calendar days of receipt of the grievance to the grievant. If the Fire Chief or his/her designated representative determines it is desirable, he/she shall hold a conference(s) or otherwise investigate the matter.

### STEP 4

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may, within ten (10) calendar days of receipt of the decision, invoke the right to

have the grievance resolved through mediation utilizing the California State Mediation and Conciliation Service.

- B. Local 4403 representatives and the Fire Chief, or his/her representative, shall meet to select a qualified, impartial mediator from the list of five potential hearing officers provided by the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list until one name remains.
- C. The mediation shall be convened as soon as is possible after the notice. The decision of the mediator shall be advisory to the Fire Chief.
- D. Expenses shall be borne by the party incurring the expense.

#### STEP 5

- A. If the original action or decision being grieved was made by the Fire Chief, and the grievant is not satisfied by the decision rendered pursuant to Step 4, he/she may appeal the decision within ten (10) calendar days of the receipt of the decision to an Appeal Board consisting of the City Managers and General Manager of the JPA member agencies. The employee may be represented by a representative of his/her choice. The Appeal Board shall render a decision and respond in writing within forty-five (45) calendar days of the receipt of the grievance. The Appeal Board shall consider the recommendation of the mediator and may hold a conference(s) or otherwise investigate the matter as it deems appropriate.

#### **ARTICLE 53. UNION ACTIVITIES**

- A. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her Local 4403 representative may, when and to the extent necessary, take official JPA time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Fire Chief will approve one employee and/or Local 4403 representative to take official JPA time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the JPA. It is understood that the employee and/or Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.
- D. The JPA agrees that members of the Local 4403 who are working when a union meeting is scheduled, shall be permitted to attend the meeting on JPA time, provided such hours do not interfere with completing the daily work duties. Local

4403 agrees that union meetings on JPA time shall be limited to no more than three (3) hours per month. Additional time may be granted with the approval of the Fire Chief.

Union release time regarding wages, hours, and/or working conditions, meet and confer items, negotiations, discipline, or any item initiated by the JPA will not be limited to the above mentioned three (3) hours per month.

**ARTICLE 54. UNION ACCESS TO WORK LOCATIONS**

- A. The JPA agrees that the authorized Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Fire Chief, when to the extent necessary.
- B. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives, and the group shall keep the list current.
- C. Upon notification and approval of the Fire Chief or his/her designee, an authorized Local 4403 staff member is permitted to communicate with the employee(s) and/or Local 4403 representatives on official JPA time without said employee(s) and/or Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on JPA time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

**ARTICLE 55. UNION USE OF JPA FACILITIES**

- A. Local 4403 may, with prior approval of the Fire Chief, be granted the use of JPA facilities for meetings of Group members, provided space is available. No use fee will be charges.
- B. The JPA agrees to furnish bulletin board space of reasonable size for posting of Local 4403 materials.

**ARTICLE 56. UNION MEET AND CONFER REPRESENTATION**

Two (2) Local 4403 representatives shall constitute the maximum on duty number of employees for meet and confer sessions with JPA representatives on JPA time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

**ARTICLE 57. DISSOLUTION OF THE JPA**

If at any time, any one party or all parties choose to dissolve their association with the

JPA and reestablish their own independent Fire Department, Union members that were previously employed with said party(ies) would have the first right to return to their previous employer.

**ARTICLE 58. NO STRIKE/NO LOCKOUT**

The Group agrees that during the term of the Memorandum of Understanding, neither the Group nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

**ARTICLE 59. NONDISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination in accordance with state and federal law.

Employees may elect to exercise their right to join and participate in the activities of Local 4403 for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said unit. The JPA and Local 4403 agree that each employee shall be treated equally, fairly, and with dignity and respect.

Local 4403 and the JPA agree to support the Affirmative Action Program established by the JPA and that there shall be no discrimination within their respective organizations because of race, religion, creed, color, national origin, ancestry, disability (mental and physical), medical condition, marital status, sex, age, sexual orientation, political belief, Union membership, or any other item protected by law.

Any party alleging a violation of this article shall have the burden of providing the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Discrimination complaints based on unit membership and/or activity shall continue to be subject to the grievance procedure.

**ARTICLE 60. M.O.U. IMPLEMENTATION**

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolutions, and rules of the JPA that conflict with provisions of this Agreement.

**ARTICLE 61. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS**

All benefits, terms and conditions of employment enjoyed by unit employees as of May 15, 2020 and any side letter agreements reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

**ARTICLE 62. RESIDENCY REQUIREMENT**

Employees must reside within the State of California, unless they had been previously exempt from the residency requirement.

**ARTICLE 63. SAVINGS CLAUSE**

Should any provision of this Agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

**REPRESENTATIVES OF THE  
FIVE CITIES FIRE JOINT POWERS  
AUTHORITY**

**REPRESENTATIVES OF IAFF  
LOCAL 4403**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**STEPHEN LIEBERMAN  
FIRE CHIEF/EXECUTIVE OFFICER**

\_\_\_\_\_  
**MICHAEL LOPRESTI  
IAFF LOCAL 4403**

\_\_\_\_\_  
**NICOLE VALENTINE  
TREASURER  
FCFA**

\_\_\_\_\_  
**MARK SEARBY  
IAFF LOCAL 4403**

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**JOSEPH RAWSON  
IAFF LOCAL 4403**

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**JEFF LANE  
IAFF LOCAL 4403**

**RESOLUTION NO. 2023-xx**

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES  
FIRE AUTHORITY APPROVING THE SUCCESSOR  
MEMORANDUM OF UNDERSTANDING WITH THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 4403 FOR FY 2023-24 to FY 2026-27**

**WHEREAS**, the Board of the Five Cities Fire Authority (“Authority”) deems it to be in the best interest of the Authority and its employees represented by the International Association of Fire Fighters Local 4403 that compensation be fixed for all full-time non-management employees as herein provided; and

**WHEREAS**, the Board has established compensation and working conditions through the meet and confer process with the designated employee representatives as set forth in Exhibit “A” entitled Memorandum of Understanding between the Five Cities Fire Authority and the International Associate of Fire Fighters Local 4403 (“IAFF MOU”), a copy of which is attached hereto and incorporated herein by this reference.

**NOW, THEREFORE BE IT RESOLVED** by the Board of the Five Cities Fire Authority that the IAFF MOU is hereby approved. This Resolution shall be effective as of October 16, 2023.

**BE IT FURTHER RESOLVED** that this Resolution shall repeal those sections of the IAFF MOU approved at Board Meeting on April 23, 2023 which established salary and benefits for full-time employees represented by the International Association of Fire Fighters Local 4403.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

the foregoing Resolution was passed and adopted at the meeting of the Board of the Five Cities Fire Authority, this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
DANIEL RUSHING, CHAIR

ATTEST:

\_\_\_\_\_  
TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID P. HALE, GENERAL COUNSEL

**OFFICIAL CERTIFICATION**

I, **TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of October, 2023.

\_\_\_\_\_  
TRICIA MEYERS, CLERK TO THE BOARD





## **STAFF REPORT**

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**TO:** Chair and Board Members                      **MEETING DATE:** October 16, 2023

**FROM:** Stephen Lieberman, Fire Chief / Executive Officer

**SUBJECT:** Consideration of a Resolution to Declare a Patrol Vehicle and Generator as Surplus

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### **RECOMMENDATION**

It is recommended that the Board of Directors adopt a Resolution to declare a 2002 Ford F-550 Patrol and Trailer-Mounted Generator as surplus equipment.

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### **BACKGROUND**

#### Patrol 6663

The formation of the Five Cities Fire Authority (FCFA) in 2010 included the member agencies to transfer ownership of vehicles and equipment to the FCFA. Among the vehicles contributed by the Oceano Community Services District was a 2002 Ford F-550 patrol vehicle (Unit 6663). This vehicle was designed to respond to areas difficult to access and includes a small pump, tank, and foam suppression system.



In 2020, the FCFA identified a replacement response platform that would eventually replace Patrol 6663. UTV-1 (Utility Task Vehicle) was placed into service at the Grover Beach station. Capable of rapid deployment, UTV-1 transports personnel, tools, and can generate up to 800 gallons of firefighting foam. The UTV platform is flexible and more cost effective than replacing a vehicle such as Patrol 6663.

Replacement Type 3 Engine 6661 is now in service. Reserve Type 3 Engine 6662 will remain part of the FCFA fleet for the next several years. The complimentary capabilities of Engine 6662 and UTV-1 allows for the retirement of Patrol 6663.

During the “wind down” period of 2022-23, a valuation of all apparatus and capital equipment was completed. Patrol 6663 was assigned an estimated resell value of \$25,000.00. While the vehicle does have several maintenance issues, staff is confident Patrol 6663 will sell for a favorable price, and those funds will be returned to Fund Balance.

#### Trailer Mounted Generator

Prior to the formation of the FCFA, the Arroyo Grande Fire Department received a trailer mounted generator through a governmental civil defense program (manufactured in 1958 by WinPower). The trailer has been inoperable for many years and serves no current purpose to the organization.



#### FISCAL IMPACT

The vehicle and generator are fully depreciated. Any proceeds from the sale of the vehicle would be returned to the FCFA operating budget fund balance.

#### ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Declare the 2002 Ford F-550 and the 1958 WinPower trailer mounted generator as surplus and direct the Fire Chief to move forward with the sale of the vehicle, and disposal of the generator.
2. Provide other direction.

#### ATTACHMENTS

1. Resolution declaring 2002 Ford F-550 and the 1958 WinPower trailer mounted generator as surplus.

#### PREPARED BY

S. Lieberman, Fire Chief

**RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE  
AUTHORITY TO CONSIDER DECLARING A 2002 FORD F-550  
PATROL VEHICLE AND 1958 TRAILER-MOUNTED  
GENERATOR**

**WHEREAS**, Five Cities Fire Authority (“Authority”) utilizes specialized equipment to respond to fire and life safety incidents; and

**WHEREAS**, this vehicle and generator have exceeded their useful service life; and

**WHEREAS**, the recent acquisition of a replacement Type III Wildland Engine has eliminated the need to retain the vehicle; and

**WHEREAS**, the generator, manufactured in 1958 and acquired through the Civil Defense program has been inoperable for years; and

**WHEREAS**, any proceeds from the sale of this equipment would be deposited to the FCFA operating budget fund balance.

**NOW, THEREFORE, BE IT RESOLVED** that the Five Cities Fire Authority Board does declare a 2002 Ford F-550 Patrol vehicle and trailer-mounted generator as surplus and directs the Fire Chief to move forward with the sale of the vehicle.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing Resolution was passed and adopted at the meeting of the Board of the Five Cities Fire Authority, this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
**DANIEL RUSHING, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**DAVID P. HALE, GENERAL COUNSEL**

**OFFICIAL CERTIFICATION**

**I, TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that Resolution No. 2023-XX is a true, full, and correct copy of said Resolution passed and adopted at the meeting of the Board of the Five Cities Fire Authority on the 16<sup>th</sup> day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**



## **STAFF REPORT**

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**TO:** Chair and Board Members **MEETING DATE:** October 16, 2023

**FROM:** Matthew Bronson, Management Committee  
Bill Robeson, Management Committee

**SUBJECT:** Consideration of a Resolution Adopting Revised Job Description for Fire Chief

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### **RECOMMENDATION**

It is recommended the Board adopt a resolution adopting the revised job description for Fire Chief.

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### **BACKGROUND**

The job description for Fire Chief was last revised and adopted in 2011. In June 2023, the City of Arroyo Grande and Grover Beach approved the Amended and Restated Joint Exercise of Powers Agreement (JPA) for FCFA. In the approved JPA, the reporting structure of the Fire Chief shifted from reporting to the FCFA Board of Directors to reporting to the Management Committee made up of the City Manager of each member City. In addition, the Management Committee now has hiring authority for the Chief position. The revised job description reflects these changes.

### **FISCAL IMPACT**

There is no fiscal impact associated with these changes to the Chief's job description.

### **ALTERNATIVES**

The following alternatives are provided for the Board's consideration:

1. Adopt a Resolution Adopting the Job Description for Fire Chief.
2. Provide other direction to staff.

### **ATTACHMENTS:**

Resolution  
Job Descriptions:  
Fire Chief – Draft  
Fire Chief/Executive Officer – Current

**RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES  
FIRE AUTHORITY ADOPTING REVISED JOB  
DESCRIPTION FOR THE POSITON OF FIRE CHIEF**

**WHEREAS**, the Board is authorized to revise job descriptions as it deems necessary to effectively operate the Five Cities Fire Authority; and

**WHEREAS**, the Board desires to revise the job descriptions for the position of Fire Chief; and

**WHEREAS**, the Board deems it to be in the best interest of the Five Cities Fire Authority to adopt revisions of the job description for the position of Fire Chief.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Five Cities Fire Authority that the new job description for the position of Battalion Chief be revised as reflected in the attached job description, Attachment No. 1, which is hereby incorporated by reference.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

the foregoing Resolution was passed and adopted at the meeting of the Board of the Five Cities Fire Authority, this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
**DANIEL RUSHING, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**DAVID P. HALE, GENERAL COUNSEL**

**OFFICIAL CERTIFICATION**

**I, TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of October, 2023.

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**

## **FIVE CITIES FIRE AUTHORITY FIRE CHIEF**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **DEFINITION**

Performs highly responsible and professional work in fire prevention, emergency medical servicing, fire suppression, investigation, community education programs, and related services. Plans, organizes, leads and directs the activities of the Five Cities Fire Authority to create a positive work culture and environment; takes charge of and directs departmental personnel and equipment at the scene of major fires and other disasters. The Fire Chief will exercise strategic and visionary thinking that will have long-term organization-wide application and impact, including the development and implementation of critical programs and the management of relationships with other City departments and outside agencies to provide highly responsible and complex support to the Board of Directors. This position supports the communities of Arroyo Grande and Grover Beach.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the Management Committee which is made up of the City Managers for both Arroyo Grande and Grover Beach who appoint and oversee the performance of the Fire Chief on behalf of the Authority Board of Directors.

Exercises direct supervision over supervisory, professional, technical, clerical, and reserve staff.

### **ESSENTIAL FUNCTION STATEMENTS**

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

1. Assume full management responsibility for all functions including fire prevention and inspection, fire suppression, emergency medical services, fire and life safety, and administrative services; and develop and administer related policies, procedures and programs for the communities of Arroyo Grande and Grover Beach.
2. Manage the development and implementation of the Authority goals, objectives, policies and priorities.
3. Leads and directs the activities of Authority personnel to create and maintain a positive work culture and environment.
4. Establish, within Authority policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
5. Plan, direct and coordinate the Authority's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
6. Assess and monitor work load and administrative and support systems; identify opportunities for improvement; direct and implement changes.
7. Develop specific proposals for action on current and future Authority needs; make final interpretations of City fire ordinances, codes and applicable laws to ensure compliance and consistency of application.
8. Respond to emergencies; establish command and control of emergency situations.
9. Select, train, motivate and evaluate Authority personnel, including reserve staff; provide or



**FIVE CITIES FIRE AUTHORITY  
FIRE CHIEF  
PAGE 2**

coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

10. Oversee and participate in the development and administration of the Authority's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
11. Represent the Authority to City departments, elected officials and outside agencies; coordinate assigned activities with those of other departments, outside agencies and organizations.
12. Provide staff assistance to the Management Committee and by extension to the Board of Directors; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
13. Provide staff support to assigned boards and commissions.
14. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fire safety.
15. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
16. Respond and perform assigned duties in the event of a declared emergency.
17. Perform related duties and responsibilities as required.

**QUALIFICATIONS**

**Knowledge of:**

- Operations, services and activities of a comprehensive fire and emergency medical services program
- Principles and practices of fire administration
- Principles of communication, team building and leadership development and training to promote a positive and productive organizational culture
- Principles and practices of program development and administration
- Methods and techniques of fire suppression, prevention, inspection and damage control
- Principles and practices of emergency medical services
- Operations, services and activities of a comprehensive fire and life safety program
- Principles and practices of fire and life safety administration
- Principles and practices of budget preparation and administration
- Principles of supervision, training and performance evaluation
- Uniform building and fire code enforcement and amendment procedures
- Pertinent Federal, State, and local laws, codes and regulations

**Ability to:**

- Plan, organize, administer and coordinate the Authority's fire, safety and emergency medical services program
- Establish a positive workplace culture
- Plan, organize, direct and coordinate the work of lower level staff
- Select, supervise, train and evaluate staff
- Delegate authority and responsibility
- Recruit, motivate and retain reserve and full-time staff
- Analyze and assess programs, policies and operational needs and make appropriate adjustments
- Identify and respond to sensitive community and organizational issues, concerns and needs
- Develop and administer Authority goals, objectives and procedures
- Prepare clear and concise administrative and financial reports

**FIVE CITIES FIRE AUTHORITY  
FIRE CHIEF  
PAGE 3**

- Prepare and administer large and complex budgets
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Research, analyze and evaluate new service delivery methods and techniques
- Interpret and apply Federal, State and local policies, laws and regulations
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, writing and operating assigned equipment
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities

**EXPERIENCE AND EDUCATION GUIDELINES**

*Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Six years of increasingly responsible fire prevention and emergency operation experience, including three years of management and administrative responsibility.

**Education:**

Equivalent to a Bachelors degree from an accredited college or university with major course work in fire science/administration, business or public administration or a closely related field.

**Licenses or Certificates:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of California State Chief Officer Certification and/or graduation from the National Fire Academy Executive Officer Program required.

**WORKING CONDITIONS**

**Environmental Conditions:**

Office and field environment; travel from site to site; exposure to emergency firefighting environment; exposure to computer screens, motorized vehicles and equipment, noise, dust, grease, flames, smoke, fumes, gases, chemicals, and extreme heat or cold; slippery or uneven walking surfaces; work at heights on ladders; work with water.

**Physical Conditions:**

Essential and marginal functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting; climbing with both legs and arms; crouching, crawling, or kneeling for various periods of time; use of respirator; vision sufficient to assess emergency situations and recommend effective courses of action.

## **FIVE CITIES FIRE AUTHORITY FIRE CHIEF/EXECUTIVE OFFICER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **DEFINITION**

To plan, direct, manage and oversee the activities and operations of the Five Cities Fire Authority (Authority) including fire prevention, fire suppression, emergency medical functions and fire and life safety activities; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Board of Directors. This position supports the communities of Arroyo Grande, Grover Beach, and Oceano.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general administrative direction from the Board of Directors.

Exercises direct supervision over supervisory, professional, technical, clerical and reserve staff.

### **ESSENTIAL FUNCTION STATEMENTS**

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

1. Assume full management responsibility for all functions including fire prevention and inspection, fire suppression, emergency medical services, fire and life safety, and administrative services; and develop and administer related policies, procedures and programs for the communities of Arroyo Grande, Grover Beach, and Oceano.
2. Manage the development and implementation of the Authority goals, objectives, policies and priorities.
3. Establish, within Authority policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate the Authority's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
5. Assess and monitor work load and administrative and support systems; identify opportunities for improvement; direct and implement changes.
6. Develop specific proposals for action on current and future Authority needs; make final interpretations of City fire ordinances, codes and applicable laws to ensure compliance and consistency of application.
7. Respond to emergencies; establish command and control of emergency situations.
8. Select, train, motivate and evaluate Authority personnel, including reserve staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
9. Oversee and participate in the development and administration of the Authority's budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
10. Represent the Authority to City departments, elected officials and outside agencies; coordinate assigned activities with those of other departments, outside agencies and organizations.

**FIVE CITIES FIRE AUTHORITY  
FIRE CHIEF/EXECUTIVE OFFICER  
PAGE 2**

11. Provide staff assistance to the City Managers and General Manager; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
12. Provide staff support to assigned boards and commissions.
13. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fire safety.
14. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
15. Respond and perform assigned duties in the event of a declared emergency.
16. Perform related duties and responsibilities as required.

**QUALIFICATIONS**

**Knowledge of:**

- Operations, services and activities of a comprehensive fire and emergency medical services program
- Principles and practices of fire administration
- Principles and practices of program development and administration
- Methods and techniques of fire suppression, prevention, inspection and damage control
- Principles and practices of emergency medical services
- Operations, services and activities of a comprehensive fire and life safety program
- Principles and practices of fire and life safety administration
- Principles and practices of budget preparation and administration
- Principles of supervision, training and performance evaluation
- Uniform building and fire code enforcement and amendment procedures
- Pertinent Federal, State, and local laws, codes and regulations

**Ability to:**

- Plan, organize, administer and coordinate the Authority's fire, safety and emergency medical services program
- Plan, organize, direct and coordinate the work of lower level staff
- Select, supervise, train and evaluate staff
- Delegate authority and responsibility
- Recruit, motivate and retain reserve and full-time staff
- Analyze and assess programs, policies and operational needs and make appropriate adjustments
- Identify and respond to sensitive community and organizational issues, concerns and needs
- Develop and administer Authority goals, objectives and procedures
- Prepare clear and concise administrative and financial reports
- Prepare and administer large and complex budgets
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Research, analyze and evaluate new service delivery methods and techniques
- Interpret and apply Federal, State and local policies, laws and regulations
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, writing and operating assigned equipment
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities

**EXPERIENCE AND EDUCATION GUIDELINES**

*Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Six years of increasingly responsible fire prevention and emergency operation experience, including three years of management and administrative responsibility.

**Education:**

Equivalent to a Bachelors degree from an accredited college or university with major course work in fire science/administration, business or public administration or a closely related field.

**Licenses or Certificates:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of California State Chief Officer Certification and/or graduation from the National Fire Academy Executive Officer Program preferred.

**WORKING CONDITIONS**

**Environmental Conditions:**

Office and field environment; travel from site to site; exposure to emergency firefighting environment; exposure to computer screens, motorized vehicles and equipment, noise, dust, grease, flames, smoke, fumes, gases, chemicals, and extreme heat or cold; slippery or uneven walking surfaces; work at heights on ladders; work with water.

**Physical Conditions:**

Essential and marginal functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting; climbing with both legs and arms; crouching, crawling, or kneeling for various periods of time; use of respirator; vision sufficient to assess emergency situations and recommend effective courses of action.



## **STAFF REPORT**

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**TO:** Chair and Board Members                      **MEETING DATE:** October 16, 2023

**FROM:** Matthew Bronson, Management Committee  
Bill Robeson, Management Committee

**SUBJECT:** Consideration of Approval for Interim Fire Chief

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### **RECOMMENDATION**

It is recommended the Board adopt a resolution appointing Stephen C. Lieberman as Interim Fire Chief until completion of the recruitment process for a new Fire Chief.

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### **BACKGROUND**

On August 21, 2023, Chief Stephen C. Lieberman announced his retirement as Fire Chief effective December 29, 2023. The Management Committee has engaged an executive recruitment firm (Mosaic) to conduct a recruitment for this position with the intent of opening the recruitment following the October 16<sup>th</sup> Board meeting. Applications will be due by November 17 with interviews conducted in early December and a selection by the Management Committee anticipated by the end of December. However, given the expected timeframe for the necessary background process and other pre-employment actions, it is likely that the new Chief will not begin immediately with the new calendar year and could begin sometime in February.

The Management Committee is subsequently recommending adoption of a resolution appointing Stephen C. Lieberman in the position of Interim Fire Chief until the completion of the recruitment process for the new Chief. Retaining Chief Lieberman in this interim role would continue to provide management continuity as the recruitment process was concluding. Because Chief Lieberman would be a retired annuitant after December 29, 2023, under Government Code section 21221(g) (per written CalPERS guidance), the Board must make the appointment by resolution with a subsequent employment agreement executed by the Management Committee. This appointment will also be subject to applicable laws under Government Code section 7522.56(d), which limits the number of hours which may be worked in any fiscal year to 960 hours. Pending Board appointment, this interim appointment is scheduled to begin on December 30, 2023, and conclude on February 29, 2024, or the hiring of the new Chief whichever comes first to provide up to two months of management continuity.

The compensation paid to retired annuitants cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties. For this position of Interim Fire Chief, the applicable hourly rate is \$95.34 or \$16,526 monthly, which is the top step for the Fire Chief position on the approved salary schedule. Lastly, in accordance with the applicable law, the interim employment does not provide for any other benefit, incentive compensation in lieu of benefits, or any other form of compensation in addition to this hourly pay.

### **FISCAL IMPACT**

The recommended action would result in an approximate cost of \$33,052. However, this cost will be offset by salary savings in the short-term vacancy in the Fire Chief position.

**ALTERNATIVES**

The following alternatives are provided for the Board's consideration:

1. Adopt a resolution appointing Stephen Lieberman as Interim Fire Chief until completion of the recruitment process for a new Fire Chief; or
2. Provide other direction to staff.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES  
FIRE AUTHORITY APPOINTING STEPHEN LIEBERMAN  
AS INTERIM FIRE CHIEF**

**WHEREAS**, the Five Cities Fire Authority proposes to appoint Stephen C. Lieberman as Interim Fire Chief until the completion of the recruitment for the new Fire Chief position;

**NOW, THEREFORE, THE BOARD OF THE FIVE CITIES FIRE AUTHORITY DOES DELARE, DETERMINE, AND ORDER AS FOLLOWS:**

That the Board of the Five Cities Fire Authority does hereby adopt this Resolution ratifying the above-referenced Interim Appointment.

**BE IT ALSO RESOLVED** that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

the foregoing Resolution was passed and adopted at the meeting of the Board of the Five Cities Fire Authority, this 16<sup>th</sup> day of October, 2023.



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**DANIEL RUSHING, CHAIR**

**ATTEST:**

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**TRICIA MEYERS, CLERK TO THE BOARD**

**APPROVED AS TO CONTENT:**

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**MATTHEW BRONSON, CHIEF EXECUTIVE OFFICER**

**APPROVED AS TO FORM:**

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**DAVID P. HALE, GENERAL COUNSEL**

**OFFICIAL CERTIFICATION**

**I, TRICIA MEYERS**, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of October, 2023.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of October, 2023.

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**TRICIA MEYERS, CLERK TO THE BOARD**



## **STAFF REPORT**

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**TO:** Chair and Board Members

**MEETING DATE:** October 16, 2023

**FROM:** Matthew Bronson, Management Committee  
Bill Robeson, Management Committee

**SUBJECT:** Update and Policy Direction on Oceano Fire Service Contract

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### **RECOMMENDATION**

It is recommended the Board receive an update on the recent County Board of Supervisors action regarding fire service in unincorporated Oceano and provide direction to staff on key parameters for negotiating a potential service contract between the Five Cities Fire Authority and the County.

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### **BACKGROUND**

Following the withdrawal of the Oceano Community Services District (OCSD) as a member of the Five Cities Fire Authority (FCFA) in June 2023, the FCFA entered into a one-year agreement with OCSD to provide fire and emergency medical services in Oceano. This limited term contract was provided in the interest of continuing FCFA's service delivery in Oceano while OCSD's application with the Local Area Formation Commission (LAFCO) to divest the district from the responsibility of providing fire and emergency services was under review. This application was submitted in January 2023 with a decision by LAFCO expected in early 2024.

Below are the key terms of this limited term contract with OCSD:

- *Term:* 12 months to provide time for completion of the LAFCO divestiture process.
- *Cost:* \$1,150,000.
- *Scope of Service:* Fire and emergency response services, including the minimal fire prevention services currently provided by the FCFA.
- *Location:* Service will be provided from companies stationed at either Station 1 in Arroyo Grande or Station 2 in Grover Beach. Identified deficiencies at Station 3 in Oceano make continued use of this station by FCFA staff unadvisable at this time beyond use as a storage area.

The contract cost to the OCSD represents a 13% effective share of FCFA costs for FY 2023-24 which is a lower percentage than in the previous fiscal year (16%). A cost based on this 16% percentage would have been approximately \$1.4 million while a cost based on the percentage specified in the now-expired Third Amendment to the JPA Agreement (20%) would be \$1.7 million. However, OCSD was unable to fund the increased percentages of total FCFA FY 2023-24 expenditures beyond the \$1.15 million amount. Both the Arroyo Grande and Grover Beach City Councils discussed this situation and expressed concern about this funding amount though ultimately provided direction to their respective representatives on the FCFA Board to approve a limited term contract for service to Oceano which was done on June 22, 2023. However, both Councils indicated that a potential contract with the County for providing service to Oceano would come at a higher cost more commensurate with the cost of providing such service.

On June 2, 2023, City Managers Bronson and McDonald provided information to the County at their request about the proposed cost for ongoing service delivery to Oceano. The cost estimates were based on the following table from the Baker Tilly analysis of fire services which assumes a cost of \$2.15 million for Oceano service in FY 2024-25 (see row labeled as "Oceano CSD"):

Table 21. High-Cost Option: FCFA forecast under OCSD scenario 3/staffing Plan A-2 (\$ in 000)

<b>Staffing Plan A-2, Higher Wage Growth, No FEMA/SAFER Grants, OCSD Contracts with FCFA w/ County Support</b>										
<b>FCFA</b>	<b>FY20 Act</b>	<b>FY21 Act</b>	<b>FY22 Act</b>	<b>FY23 Bud</b>	<b>FY24 Est</b>	<b>FY25 Est</b>	<b>FY26 Est</b>	<b>FY27 Est</b>	<b>FY28 Est</b>	<b>FY29 Est</b>
Arroyo Grande	2,581	2,581	2,581	2,581	3,748	4,262	4,643	4,632	4,909	5,063
Grover Beach	2,015	2,015	2,015	2,015	2,695	3,064	3,337	3,330	3,529	3,639
Oceano CSD*	1,138	1,138	1,138	1,138	1,888	2,147	2,338	2,333	2,473	2,550
Other Revenue	211	1,056	855	1,416	655	734	890	912	934	957
Total Revenues	5,945	6,790	6,590	7,151	8,985	10,206	11,208	11,207	11,845	12,210
Salaries & Benefits	3,786	3,976	4,527	4,445	5,973	6,768	7,326	7,637	8,218	8,452
Overtime-Regular	771	790	709	928	992	1,134	1,230	1,291	1,391	1,428
Overtime-Strike Teams	63	489	446	286	314	321	327	334	340	347
Services & Supplies	658	905	975	1,159	1,272	1,155	1,190	1,226	1,263	1,300
Equipment	166	146	13	227	464	464	589	523	488	487
Debt Service	101	101	101	169	204	279	452	190	90	159
Total Expenditures	5,546	6,407	6,771	7,214	9,219	10,120	11,114	11,199	11,789	12,173
Net Annual	399	383	(181)	(63)	(234)	86	94	8	56	37
Beginning Balance	605	1,004	1,388	1,206	1,143	909	995	1,089	1,097	1,153
Ending Balance	1,004	1,388	1,206	1,143	909	995	1,089	1,097	1,153	1,190
End Bal as % of Tot Exp	18.1%	21.7%	17.8%	15.8%	9.9%	9.8%	9.8%	9.8%	9.8%	9.8%

\*Assumes OCSD contracts with FCFA with contribution based on allocation share (paid with property tax plus County support).

These estimated costs reflect three 3-person companies which is the recommended staffing level from Baker Tilly for the FCFA service area assuming ongoing contract service delivery to Oceano. Currently, FCFA has two 3-person companies and one 2-person company serving the three communities. The estimated costs also reflect long-term need for equipment and other items and assume contract fire prevention services until such time that an in-house fire prevention bureau can be established. The service response to Oceano would come from companies based at either Station 1 in Arroyo Grande or Station 2 in Grover Beach given the current closure of Station 3 in Oceano.

In August 2023, City Managers Bronson and Robeson (now serving as the FCFA Management Committee) met with the County Administrative Office (CAO) for an initial discussion on a potential contract between FCFA and the County for Oceano fire service. During this meeting, the CAO requested a proposed cost for Oceano service if a 2-person rather than 3-person company was used. The Management Committee provided this information based on the table below from the Baker Tilly report though reiterated to the CAO the importance of having a 3-person staffing company:

<b>Staffing Plan A-3, Higher Wage Growth, No FEMA/SAFER Grants, OCSD Contracts with FCFA w/ County Support</b>										
<b>FCFA</b>	<b>FY20 Act</b>	<b>FY21 Act</b>	<b>FY22 Act</b>	<b>FY23 Bud</b>	<b>FY24 Est</b>	<b>FY25 Est</b>	<b>FY26 Est</b>	<b>FY27 Est</b>	<b>FY28 Est</b>	<b>FY29 Est</b>
Arroyo Grande	2,581	2,581	2,581	2,581	3,463	3,906	4,432	4,401	4,670	4,816
Grover Beach	2,015	2,015	2,015	2,015	2,490	2,808	3,186	3,164	3,357	3,462
Oceano CSD*	1,138	1,138	1,138	1,138	1,744	1,967	2,232	2,217	2,352	2,426
Other Revenue	211	1,056	855	1,416	655	733	890	912	934	957
Total Revenues	5,945	6,790	6,590	7,151	8,351	9,414	10,739	10,693	11,313	11,661
Salaries & Benefits	3,786	3,976	4,527	4,445	5,568	6,115	6,911	7,207	7,774	7,993
Overtime-Regular	771	790	709	928	919	1,013	1,150	1,207	1,305	1,339
Overtime-Strike Teams	63	489	446	286	314	321	327	334	340	347
Services & Supplies	658	905	975	1,159	1,172	1,155	1,190	1,226	1,263	1,300
Equipment	166	146	13	227	464	464	589	523	488	487
Debt Service	101	101	101	169	204	279	452	190	90	159
Total Expenditures	5,546	6,407	6,771	7,214	8,641	9,347	10,618	10,687	11,259	11,626
Net Annual	399	383	(181)	(63)	(289)	67	121	6	54	35
Beginning Balance	605	1,004	1,388	1,206	1,143	854	921	1,042	1,048	1,103
Ending Balance	1,004	1,388	1,206	1,143	854	921	1,042	1,048	1,103	1,138
End Bal as % of Tot Exp	18.1%	21.7%	17.8%	15.8%	9.9%	9.9%	9.8%	9.8%	9.8%	9.8%

\*Assumes OCSD contracts with FCFA with contribution based on allocation share (paid with property tax plus County support).

The estimated cost of Oceano service under this proposal in FY 2024-25 would be \$1.97 million which would include in-house fire prevention services despite not fully funding three 3-person companies. Similar to the earlier proposal, the service response to Oceano would come from companies based at either Station 1 in Arroyo Grande or Station 2 in Grover Beach given the current closure of Station 3 in Oceano.

On September 12, 2023 the Board of Supervisors received a presentation from the CAO about policy options for the County to provide fire service in Oceano in the event that LAFCO approved OCSD's request to divest from being responsible for providing fire service. Attachment 1 is the staff report provided by the CAO to the Board of Supervisors. The report conveys that the County is not legally mandated to provide fire service in Oceano or any unincorporated areas though there could be a public policy impetus for doing so. Assuming the County decided to provide fire service in Oceano, the report outlined five service level options for the County to consider with the estimated annual ongoing cost shown in parentheses:

- Option 1: Serve from CAL FIRE Station 22 in Nipomo with no additional staffing (\$0)
- Option 2: Serve from CAL FIRE Station 22 in Nipomo with 3-person staffing (\$1.4M)
- Option 3: Serve from CAL FIRE Station 22 in Nipomo with new 2-person company (\$2.1M)
- Option 4: Serve from Station 3 in Oceano with new 2-person company and renovation (\$2.1M)
- Option 5: Contract with FCFA for service with 2-person staffing (\$1.8M)

The CAO recommended Option 5 as the preferred option for the County to consider as it would continue a similar service delivery level to Oceano as currently provided by FCFA. This option was deemed to be the most cost-effective compared with the options adding new CAL FIRE staffing and had a better average response time of 7-11 minutes compared with a response time of 11-12 minutes from Station 22 in Nipomo. In developing the cost estimate for Option 5, the CAO pulled information from the following table in the Baker Tilly report:

<b>Staffing Plan A-4, Higher Wage Growth, No FEMA/SAFER Grants, OCSD Contracts with FCFA w/ County Support</b>										
<b>FCFA</b>	<b>FY20 Act</b>	<b>FY21 Act</b>	<b>FY22 Act</b>	<b>FY23 Bud</b>	<b>FY24 Est</b>	<b>FY25 Est</b>	<b>FY26 Est</b>	<b>FY27 Est</b>	<b>FY28 Est</b>	<b>FY29 Est</b>
Arroyo Grande	2,581	2,581	2,581	2,581	3,621	3,978	4,354	4,331	4,601	4,745
Grover Beach	2,015	2,015	2,015	2,015	2,633	2,893	3,167	3,150	3,346	3,451
Oceano CSD*	1,138	1,138	1,138	1,138	1,553	1,706	1,868	1,858	1,974	2,035
Other Revenue	211	1,056	855	1,416	655	733	890	912	934	956
<b>Total Revenues</b>	<b>5,945</b>	<b>6,790</b>	<b>6,590</b>	<b>7,151</b>	<b>8,462</b>	<b>9,311</b>	<b>10,279</b>	<b>10,250</b>	<b>10,855</b>	<b>11,187</b>
Salaries & Benefits	3,786	3,976	4,527	4,445	5,568	6,041	6,545	6,830	7,384	7,590
Overtime-Regular	771	790	709	928	919	1,001	1,087	1,143	1,238	1,270
Overtime-Strike Teams	63	489	446	286	314	321	327	334	340	347
Services & Supplies	658	905	975	1,159	1,272	1,155	1,190	1,226	1,263	1,300
Equipment	166	146	13	227	464	464	589	523	488	487
Debt Service	101	101	101	169	204	279	452	190	90	159
<b>Total Expenditures</b>	<b>5,546</b>	<b>6,407</b>	<b>6,771</b>	<b>7,214</b>	<b>8,741</b>	<b>9,262</b>	<b>10,190</b>	<b>10,245</b>	<b>10,802</b>	<b>11,154</b>
<b>Net Annual</b>	<b>399</b>	<b>383</b>	<b>(181)</b>	<b>(63)</b>	<b>(279)</b>	<b>49</b>	<b>88</b>	<b>5</b>	<b>53</b>	<b>33</b>
Beginning Balance	605	1,004	1,388	1,206	1,143	864	914	1,002	1,007	1,060
Ending Balance	1,004	1,388	1,206	1,143	864	914	1,002	1,007	1,060	1,094
End Bal as % of Tot Exp	18.1%	21.7%	17.8%	15.8%	9.9%	9.9%	9.8%	9.8%	9.8%	9.8%

\*Assumes OCSD contracts with FCFA with contribution based on allocation share (paid with property tax plus County support).

Under this option, FCFA would receive \$1.7 million for providing Oceano fire service in FY 2024-25 and the County would spend approximately \$130,000 in contract oversight expenses to total the \$1.8 million cost. During the Board of Supervisors meeting, FCFA Chief Executive Officer Bronson provided comments on behalf of the FCFA to request that the County contract with FCFA for Oceano fire service. The Board expressed its preference in contracting with FCFA for this service and subsequently unanimously approved a motion directing the CAO to begin negotiations with FCFA for this contract. Board Members and the CAO indicated the County's desire to have 3-person staffing for all unincorporated areas consistent with the County's Fire Strategic Plan but indicated that lack of funding given a County budget deficit and equity concerns with other unincorporated areas would preclude them from funding 3-person staffing at this time.

However, the CAO indicated that this could be revisited once a service contract was underway and the County identified additional funding for 3-person staffing countywide such as through a fire tax in unincorporated areas.

With the Board of Supervisors' action to begin negotiations with FCFA on Oceano fire service, the Management Committee is seeking FCFA Board review and direction to guide staff's negotiations with the CAO with the goal of having a service contract begin on July 1, 2024. Below are parameters where staff is seeking Board direction:

- *Term*
  - Multi-year contract would provide stability and certainty to FCFA operations and staffing
  - An example could be a two- or three-year term with single-year extensions
- *Staffing Level*
  - Contract option indicated by County assumes funding a 2-person company as currently provided by FCFA
  - County has indicated that funding 3-person company is desirable long-term but not feasible at this time given funding and equity concerns
  - Staff could seek the County's reconsideration of this staffing level and/or commitment to reviewing staffing as part of a defined review process in the first year of a contract
  - FCFA could also opt to fund the third 3-person company directly though this would add approximately \$200,000 in additional costs to the cities
- *Fire Prevention*
  - Contract fire prevention staffing is currently provided by FCFA and included in County's contract service option though such contract work was envisioned as a temporary action
  - Staff could seek to develop an initial level of in-house fire prevention staffing along with contract resources with the additional funding from the County
- *Station 3 Usage*
  - Use of Station 3 again by FCFA would be a benefit to all parties but the station requires significant renovation to be usable for service delivery
  - Staff could seek to work with the County on developing a capital project to carry out this renovation in the near future
  - Funding for this work would be subject to negotiations between the County and OCSD which owns the property
- *Cost*
  - \$1.7 million is the payment amount estimated by the County compared with the \$1.15 million currently received from OCSD
  - Staff could seek to increase this funding amount with the County and/or review the necessity of the \$130,000 contract oversight expense

The Board may wish to raise other parameters or discussion points beyond these items listed here. Following Board direction, staff will work with the County on this negotiation with the intent of bringing a draft term sheet or agreement to the Board for review at the January meeting. Pending this review, staff would seek to bring a final agreement to the Board for review and action in April.

### **FISCAL IMPACT**

There is no fiscal impact from this agenda item.

### **ALTERNATIVES**

The following alternatives are provided for the Board's consideration:

1. Receive an update on the recent County Board of Supervisors action regarding fire service in unincorporated Oceano and provide direction to staff on key parameters for negotiating a potential service contract between the Five Cities Fire Authority and the County; or
2. Provide other direction to staff.

**ATTACHMENTS:**

September 12, 2023 County Oceano Fire Service Report



**COUNTY OF SAN LUIS OBISPO  
BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Administrative Office		(2) MEETING DATE 9/12/2023		(3) CONTACT/PHONE Mia Trevelyan, Administrative Analyst (805) 781-5026	
(4) SUBJECT Request to receive a report and provide direction regarding: 1) the County's option to assume fire responsibility as named in Oceano Community Service District's application of divestiture of fire authority to the Local Agency Formation Commission; and 2) the level of fire service the County, as the successor agency, would provide to the community of Oceano if responsibility is directed to be assumed.					
(5) RECOMMENDED ACTION It is recommended that the Board receive the report and provide direction regarding: 1) the County's option to assume fire responsibility as named in Oceano Community Service District's application of divestiture of fire authority to the Local Agency Formation Commission; and 2) the level of fire service the County, as the successor agency, would provide to the community of Oceano if responsibility is directed to be assumed.					
(6) FUNDING SOURCE(S) TBD		(7) CURRENT YEAR FINANCIAL IMPACT TBD		(8) ANNUAL FINANCIAL IMPACT TBD	
(9) BUDGETED? No					
(10) AGENDA PLACEMENT <input type="checkbox"/> Consent <input type="checkbox"/> Presentation <input type="checkbox"/> Hearing (Time Est. _____) <input checked="" type="checkbox"/> Board Business (Time Est. 60 minutes)					
(11) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions <input type="checkbox"/> Contracts <input type="checkbox"/> Ordinances <input checked="" type="checkbox"/> N/A					
(12) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A				(13) BUDGET ADJUSTMENT REQUIRED? BAR ID Number: <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(14) LOCATION MAP Attached		(15) BUSINESS IMPACT STATEMENT? No		(16) AGENDA ITEM HISTORY <input checked="" type="checkbox"/> N/A Date _____	
(17) ADMINISTRATIVE OFFICE REVIEW  This item was prepared by the Administrative Office.					
(18) SUPERVISOR DISTRICT(S)					



## COUNTY OF SAN LUIS OBISPO

TO: Board of Supervisors

FROM: Administrative Office / Mia Trevelyan, Administrative Analyst

DATE: 9/12/2023

SUBJECT: Request to receive a report and provide direction regarding 1) the County's option to assume fire responsibility as named in Oceano Community Service District's application of divestiture of fire authority to the Local Agency Formation Commission; and 2) the level of fire service the County, as the successor agency, would provide to the community of Oceano if responsibility is directed to be assumed.

### **RECOMMENDATION**

It is recommended that the Board receive the report and provide direction regarding: 1) the County's option to assume fire responsibility as named in Oceano Community Service District's application of divestiture of fire authority to the Local Agency Formation Commission; and 2) the level of fire service the County, as the successor agency, would provide to the community of Oceano if responsibility is directed to be assumed.

### **DISCUSSION**

On February 14, 2023, the County received an official notification from the Local Agency Formation Commission (LAFCO) stating that on January 11, 2023, the Oceano Community Service District (OCSD) Board of Directors voted to submit a resolution of application to LAFCO to initiate proceedings for divestiture of fire protection service. The application was filed with LAFCO on February 6, 2023, with a plan for service proposing responsibility for fire protection service be transferred to the County. LAFCO notified the County that they have begun processing the application. Should the County choose to support the divestiture and provide fire protection to the Oceano area, a plan for service will need to be prepared that is acceptable to the County, including any changes to tax rate areas, and the Board of Supervisors will need to pass a resolution in support of the action. Subsequently, LAFCO will consider approval of the proposed divestiture in conformance with applicable regulations.

For many years, the OCSD, in cooperation with the Five Cities Fire Authority (FCFA), provided full fire response services out of the OCSD owned fire station located in the community of Oceano. However, as the cost of providing fire service has dramatically grown and the property taxes for fire service has flattened, the OCSD has been unable to fund fire service at the prior levels of service. After two tax measures intended to raise additional revenue failed, the OCSD chose to cut fire services.

Properly staffing and funding fire protection services have become increasingly difficult across the State of California and throughout the United States. In California, increased training requirements for volunteers who provide fire services, coupled with changing demographics have resulted in significantly fewer people being available to provide volunteer fire service. The loss of volunteers has led to an increase in the need for career fire and paid-call fire personnel to provide this critical public safety service. While running a fire department with career (full-time) fire personnel provides a higher level of service, it is more expensive compared to staffing models that historically relied on volunteers. At the same time, expenses for fire departments continue to increase as salary rates, health care costs



and retirement contributions for career personnel rise. For many jurisdictions, the rise in costs has exceeded revenue increases, leading to fiscal instability of fire operations. The County was impacted in 2017 when the Cayucos Fire Protection District filed a dissolution application with the LAFCO due to financial instability, naming the County as the successor agency, and the communities of Templeton and San Miguel have both approached the County in prior years to discuss funding of fire service.

The following report provides 1) a history of Oceano Fire Protection; 2) an overview of the OCSD divestiture application filed with LAFCO; 3) an overview of Countywide Fire Protection Services, including a more specific overview of the south county area served by County Fire; and 4) a summary of service level options for the Board to consider.

## **I. History of Oceano Fire Protection – Five Cities Fire Authority and Oceano Fire Service**

The OCSD was formed in 1981, by LAFCO Resolution 80-6, which combined the all-volunteer Oceano Fire Protection District, Oceano Beach Lighting District, Oceano Lighting District, Oceano Sanitary District, and County Service Area No. 13. The Oceano Fire Protection District had been in existence since 1947. Currently the OCSD is authorized to provide fire protection, lighting, parks and recreation, and enterprise fee supported services (water, wastewater collection, and solid waste). Approximately 7,600 residents are served by the District.

A Fire Department Consolidation Feasibility Study was completed in 2005, which concluded that stand-alone fire departments are not cost effective and that Oceano, the cities of Arroyo Grande (AG) and Grover Beach (GB) should consolidate into one agency for fire protection services. In March of 2008, the Cities of Arroyo Grande and Grover Beach amended their existing agreement for joint fire service administration to include the OCSD, and in June of 2010, the Cities of Arroyo Grande, Grover Beach, and the OCSD entered into a Joint Exercise of Powers Agreement (JPA) to provide joint administration of fire services as the FCFA.

In 2017, the FCFA adopted a strategic plan identifying service level and resource needs. Subsequently, the Five Cities Fire Authority executed a second amendment, on July 2019, to the JPA agreement requiring OCSD to place a special tax on the March 2020 ballot to fund fire service. The March 2020 ballot measure A-20 received 66.14% support falling short of passage by 11 votes. As part of a third amendment to the JPA agreement, the OCSD agreed to place a special tax measure on the June 2022 ballot, agreeing that should the measure fail, then the OCSD would cease to be a member of the JPA as of June 30, 2023. The second measure, A-22, failed with only 57.75% in support of the 2/3's vote required.

The FCFA's JPA was subsequently amended by the parties to terminate Oceano's participation as a member agency in FCFA commencing July 1, 2023. On June 22, 2023, the FCFA agreed to an agreement with OCSD for the FCFA to continue to provide fire and emergency medical services to OCSD for a temporary 12-month period through June 30, 2024.

Under the new contract the FCFA currently staffs three engines. Two engines operate out of Arroyo Grande and one operates from the Grover Beach station. There are no engines stationed and no fire services provided from the Oceano fire station. The FCFA currently staffs two engines with three personnel and one engine with two personnel. There is no particular FCFA engine that is dedicated to Oceano response as response is provided from resources available.

## **II. Overview of the Oceano Community Services Fire Protection Divestiture Application**

The OCSD filed the application for divestiture with LAFCO on February 6, 2023, with a plan for service proposing responsibility for fire protection service be transferred to the County.

The plan for service, as filed by OCSD, includes the following:

#### Taxes and Fees to be transferred to the County:

- All revenues from property taxes collected, although later in the document it states, “property taxes available for fire protection services” and not all property taxes.
- All existing and future Development Impact Fees.

#### Assets:

- The OCSD Fire Station would remain an asset with the OCSD, and the OCSD proposes to lease the Fire Station back to the County at no cost. However, all maintenance, repair, or replacement would be the County’s responsibility, including the modular home for fire fighter housing which is reaching the end of its useful life.
- The OCSD’s proposal does not mention other real property assets funded by OCSD property tax, including the Sheriff’s Substation, which is currently leased to the Sheriff’s Department at \$10,000 per month.

#### Liabilities:

- All fire personnel would remain with the Five Cities Fire Service JPA.
- Pension costs would remain with OCSD, including:
  - Pre-Five Cities Fire Services JPA employee pension liability.
  - Pension liability incurred during the time OCSD was a partner within the Five Cities Fire Authority.

#### Service Level:

- The plan states that complete divestiture of fire protection services by the OCSD from its jurisdictional boundaries would transfer all fire protection services to the County as the successor agency. The County has the option to provide service to Oceano as it currently does for other unincorporated areas of the County through the County Fire Department. County Fire could utilize its existing contract with CAL FIRE as it does in other communities, or it could have the option to contract with the FCFA to provide service in Oceano.

### **III. Overview of Countywide Fire Protection Service**

#### County’s Current Contract with CAL FIRE

The County of San Luis Obispo has provided fire protection services through a contract with CAL FIRE since 1930, acting as the County’s Fire Department. All State and County funded resources under the control of the San Luis Obispo Unit (SLU) are leveraged to provide the most efficient fire protection delivery system. The County Fire Department is responsible for providing fire and related emergency services for all the unincorporated areas in the county not served by a city, or a special district. Currently, the County Fire Department operates out of 16 fire stations providing service to an area of over 3,200 square miles. These fire stations include 11 County-owned facilities and five State-owned facilities. Fourteen of the stations are staffed seven-days-per-week with full-time staff. Morro-Toro Station 14 and Oak Shores Station 34 remain volunteer stations, with Paid Call Firefighters (PCFs) responding to incidents, supported by full-time staff from other stations. Two stations (Cambria Station 10, and Shandon Station 51) are staffed under what is known as an Amador Plan, where the State pays staffing costs during fire season and the County pays staffing costs during non-fire season. Three State Fire Stations (Paso FS 30, Nipomo FS 20, and Parkhill FS 40) have County Engine Companies co-located with State Fire Apparatus.

The County’s CAL FIRE contract covers the standards of service provided and reimbursement to CAL FIRE for personnel or other expenditures incurred on behalf of the County in the delivery of the services. The County primarily provides funding for fire protection from the General Fund, Proposition 172-Public Safety Sales Tax revenues and fees for services. The most recent renewal agreement was approved by the Board on July 12, 2022, for cooperative fire protection services with CAL FIRE in the amount of \$25,499,178 for a one-year period through FY 2022-23. County staff is currently working with the State on a contract for FY 2023-24.

Information regarding CAL FIRE's staffing and engine models, capabilities, including the South County Areas served by CAL FIRE can be found in Attachment 6. The Current level of service from County Fire is a two-person staffed engine responding out of Nipomo Station 22 and or Nipomo Station 20 on mutual or automatic aid.

**IV. Service Level Options available to the County for Oceano**

County's Mandated Responsibility

It is important to note that under state law, counties may choose to provide fire protection services, but are not mandated to do so, nor are counties liable if they do not provide fire protection services (Government Code section 850). Fire protection services are therefore a discretionary activity of the Board of Supervisors. Based on this, County Fire staffing in San Luis Obispo County varies considerably from one part of the unincorporated area of the county to another.

Before reviewing the service level options, there are a number of elements to consider:

Available OCSD Revenues

If the Board elects to take on fire protection services in Oceano, the majority or all of the general fund revenues received by the District would be available to fund operations. In FY 2022-23, the OCSD received \$1,296,431 in Property Tax. Additionally, there are a few line item revenue accounts that would likely be available to fund County operations. In addition, the Public Facility Fire Fees that are collected by the OCSD would be available to the County. Public Facility fees are collected to offset the costs associated with providing new public facilities to accommodate new growth and development.

The table below shows the revenue trends over the last four years based on the District's financial statements.

**OCSD Revenue Trends**

Revenue	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	*	**
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Property Tax	1,028,371	1,081,219	1,132,291	1,182,885	1,296,431	1,337,044
Public Facility Fees	20,061	10,158	20,528	7,878	3,863	TBD
Other Sources	147,690	144,285	150,971	149,653	TBD	TBD
<b>TOTAL</b>	<b>\$1,196,122</b>	<b>\$1,235,662</b>	<b>\$1,303,790</b>	<b>\$1,340,416</b>	<b>\$1,300,294</b>	<b>\$1,337,044</b>

\*According to County Auditor's Office.

\*\*For the purposes of this report, the analysis of options includes an increase in annual revenue, of which \$1,337,044 is estimated to be available to fund operations if the County were to take over fire services based on the FY 2023-24 Assessor's Values and preliminary AB8 Calculations from Auditor's Office.

OCSD Assets and Liabilities

Items to also consider in developing a plan for service include negotiation for the OCSD's assets and responsibility for the OCSD's liabilities. Disclosed assets and liabilities are show in Attachment 7.

Service Level Standards

Currently, the Board of Supervisors for the County of San Luis Obispo establishes the desired level of service then provides direction and receives input from the Chief of County Fire/CAL FIRE on achieving that service level.

Additionally, to be noted, Oceano is predominantly considered an Urban Area. The CAL FIRE/County Fire response standards are shown in the following table.

**Standard Fire Response Time Standards**

Classification	Dispatch and Get Away Time	Drive Time	Total Standard Response Time
Urban	3 minutes	4 minutes	7 minutes
Suburban	3 minutes	5 minutes	8 minutes

Current Level of Service provided to the OCSD

Before July 1, 2023, when the OCSD was a member of the JPA, Oceano had a partially staffed station with its own engine. As a reminder, as of July 1, 2023, the OCSD exited the JPA and separately contracted with the FCFA for services, and response to Oceano is provided out of the Arroyo Grande and Grover Beach stations. Under the July 1, 2023 contract the FCFA staffs three engines. Two engines at Arroyo Grande and one from Grover Beach. There is no engine stationed in Oceano. The FCFA staffs two engines with three personnel and one engine with two personnel. No particular FCFA engine is dedicated to Oceano response. Response is based on what is available.

Service Level Options for Consideration

A description of each option is provided with a following table summarizing each of the options outlined and how the new options compare to the OCSD's current level of fire service provided under their current contract with the FCFA. All the options presented are valid for all service levels (present and future) and Oceano is doing Option 5 (see the following table) right now but without a third firefighter on the FCFA third engine. Attachment 4 provides additional detail and information related to the options.

**Option 1: CAL FIRE responds to Oceano from Nipomo Station 22.** With no additional staffing or equipment this option does not add staffing to Station 22 and utilizes the existing Station 22 Structure Engine designed and equipped for structure fires and technical rescues. It can be assumed that the service level will decrease to Oceano or the surrounding area as CAL FIRE resources (staffing and operations) will be spread thinner, and there is a longer response time to Oceano and its surrounding areas from Nipomo 22 than from the FCFA stations.

**Option 2: CAL FIRE responds from Nipomo Station 22.** This option increases the existing Station 22 engine company staffing from two-person to three-person level. Increased staffing will help to offset the increased workload associated with the increased incident calls to Oceano. However, there is a longer response time to those areas from Nipomo 22 than from the FCFA stations.

**Option 3. CAL FIRE responds from Nipomo Station 22.** This option adds a second engine company with two-person non-paramedic staffing to Station 22 for a total of two engines. This option would maintain service levels and response times to Nipomo Mesa while resources are committed to Oceano incidents. The station will require some remodeling to Station 22 to accommodate the additional staffing and engine. With this option there is a longer response time to Oceano and its surrounding areas from Nipomo 22 than from the FCFA stations.

**Option 4. CAL FIRE responds from the Oceano Station.** This option adds one new engine and two-person staffing 24/7 year-round to the Oceano fire station. Benefits to the County will include improved emergency response and fire prevention activities for Oceano and its surrounding areas. This option provides better service than the current

contract with FCFA because there is a shorter response time to Oceano and its surrounding areas from the Oceano station than from the FCFA stations. However, additional costs will be incurred to bring the Oceano fire station up to code and meet the operational needs of the County Fire Department.

**Option 5. County contracts with the FCFA (preferred option).** This option would provide fire service to Oceano and its surrounding areas from the FCFA Arroyo Grande and Grover Beach stations via a contract. This would be an equivalent level of service to what is in place now.

**Summary of Service Level Options for the County**

Option	Responding Station	Increased Resources to Responding Station	Estimated One Time Cost	Estimated Annual Ongoing Cost	Response Time	Service Level Impact to Oceano and Surrounding Area Compared to Current Service Level
<b>County Fire/CAL FIRE</b>						
1	Nipomo 22	None	\$0	\$0*	11-12 minutes as available	Significant Decrease
2	Nipomo 22	Increase from 2-0 to 3-0 staffing	\$360,000	\$1.4M*	11-12 minutes as available	Significant Decrease
3	Nipomo 22	Add 2-0 engine company	\$1.9M	\$2.1M*	11-12 minutes (dedicated engine)	Slight Decrease
4	Oceano	Add 2-0 engine company	\$3.5M min	\$2.1M	3-7 minutes	Significant Increase
<b>Five Cities Fire Authority</b>						
5	FCFA AG/GB	Contract for 2-0 staffing	\$0	\$1.8M	AG 7-11 minutes GB 7-9 minutes	Equivalent

\*Assuming no change to Automatic and/or mutual aid agreements (potential to increase)

**OTHER AGENCY INVOLVEMENT/IMPACT**

The OCSD filed a divestiture of fire protection service application with the San Luis Obispo LAFCO on February 6, 2023. The LAFCO processes the application and approves, modifies, conditions or denies the proposal to divest fire authority within the district.

The Auditor-Controller-Treasurer-Tax Collector-Public Administrator, Assessor, and County Counsel provided information to assist in the preparation of this report. County Fire/CAL FIRE provided the attached analysis and service level options in Attachment 4.

County Administrative Staff have been coordinating with the OCSD manager in order to gather necessary information. The FCFA provided County staff with estimates for Option 5.

**FINANCIAL CONSIDERATIONS**

County staff has provided the best estimates for the annual operating expense and one-time/other costs associated with each option for service. It should be noted that the estimated cost for Options 1- 4 were developed in coordination with County Fire/CAL FIRE and the estimated costs for Option 5 was provided by the FCFA. As both costs

would be dependent on future contracts with either the CAL FIRE or the FCFA, these costs should be considered preliminary as they are subject to future contract negotiations. In addition, the estimated costs also include indirect costs for other County departments (i.e. internal support departments) for each option.

Pending Board direction, and assuming the majority, if not all, property tax and other assets are transferred to the County, there may be a significant General Fund impact. The following table outlines the Summary of Costs for Options 1-5.

**Summary of Annual Cost Options for the County**

<b>Option</b>	<b>Responding Station</b>	<b>Estimated Funding Available for Operations</b>	<b>Estimated Annual Ongoing Cost</b>	<b>Estimated Annual Operational Funding Gap</b>	<b>Estimated One-Time Costs for Equipment and Infrastructure</b>
<b>1</b>	Nipomo 22	\$1,337,044	\$0*	\$0	\$0
<b>2</b>	Nipomo 22	\$1,337,044	\$1.4M*	\$(62,956)	\$(360,000)
<b>3</b>	Nipomo 22	\$1,337,044	\$2.1M*	\$(762,956)	\$(1.9) M
<b>4</b>	Oceano	\$1,337,044	\$2.1M	\$(762,956)	\$(3.5) M min
<b>5</b>	FCFA AG/GB	\$1,337,044	\$1.8M	\$(498,783)	\$0

\*Assuming no change to Automatic and/or mutual aid agreements (potential to increase)

Option 1 will not have a current impact to the General Fund. However, Option 1 and 2 will both have an impact on other fire services throughout the county because CAL FIRE resources will be spread thinner in the south county areas.

Options 2 through 4 will have an impact in one-time cost ranging from \$360,000 to \$3.5 million. There is an opportunity for the one-time/other costs associated with each option to be spread over multiple fiscal years or offset by obtaining assets from the OCSD.

In addition, Options 2 through 5 have an ongoing annual cost ranging from \$1.4 million to \$2.3 million, which would have a General Fund impact of \$62,000 to \$762,956.

Please note, as shown in the table, the FCFA has indicated that they will require a renegotiation of the Automatic Aid and/or mutual aid agreement and this has the potential to increase the cost for Options 1-3.

With Options 2 through 4, it is likely the current CAL FIRE contract will need to be amended.

Option 5 is preferred as this option would provide equivalent service to what is in place now. This option would be approximately \$1.5 million less costly to the County than Option 4 in operational cost over the period of five years.

Summary of the Board's Adopted Policy Regarding Funding of Independent Special Districts

As a reminder, on April 23, 2019, the Board adopted a policy regarding the funding of independent special districts. Per the policy, "the County shall not subsidize an independent special district with County General Fund monies nor should a property tax exchange result in a net fiscal loss to the County." Additionally, the 2019 staff report reads, "While the county recognizes that it has no legal obligation to provide fire services in the unincorporated areas as it is a discretionary service policy decision, public safety is a top priority for the County....and thus would engage discussion on the matter." The Board has subsequently reviewed this policy each year as part of the annual review of its budget goals and policies in advance of the annual budget preparation process.

However, the Board has the discretion should it choose to deviate from its policy. It should be noted that Option 1

would be the only option that aligns with the Board adopted policy regarding the funding of independent special districts as it would not require additional General Fund. Options 2 through 5 would require an additional allocation from the General Fund both in one time cost (with the exception of Option 5) and in ongoing annual costs.

## **NEXT STEPS**

Once the Board provides direction regarding the fire service level for Oceano and its surrounding area, if any, then County Staff will return to the Board with additional information based on the specific direction.

The Board could also choose to condition one of the options to ensure that there is enough revenue to offset County expenditures. The LAFCO could then condition the divestiture to be completed based on the passing of an additional tax needed to fund the service. LAFCO could condition the divestiture based on the following code sections. However, prior tax measure attempts have failed.

56886 (s) The levying of assessments, including the imposition of a fee pursuant to Section 50029 or 66484.3 or the approval by the voters of general or special taxes.

56886 (t) The extension or continuation of any previously authorized charge, fee, assessment, or tax by the local agency or a successor local agency in the affected territory.

Once the Board provides direction regarding the level of fire service the County, as the successor agency, will provide to the community of Oceano, then County staff will notify the LAFCO of the directed service level option. The LAFCO will proceed with the divestiture of fire protection service determination and will choose one of the paths outlined below:

- A. *LAFCO could proceed with divestiture of fire protection service.* The County would hold fire authority in Oceano.
- B. *LAFCO could deny the divestiture request.* In this scenario, the District could continue to operate as best it can for as long as it can.
- C. *LAFCO could condition divestiture on a successful Prop 218 vote.* LAFCO could set a condition that the residents of the district must pass an increase in the fire special tax before divestiture would be granted. The aim would be to ensure sufficient funding for services exists before responsibility is passed on to a successor agency.

Pending Board direction, the County will need to negotiate terms of the divestiture including the potential transfer of assets and/or liabilities outlined in Attachment 7.

Pending Board direction to assume fire responsibility in Oceano, the Board may need to reconsider its County ordinance related to fireworks.

## **RESULTS**

By providing direction regarding County's option to assume fire responsibility in Oceano, and the level of fire service, the County, as the successor agency, would provide, will provide a path forward for fire service to the community of Oceano. To recap, the options include the following:

- Option 1: CAL FIRE responds from Nipomo Station 22 with no increase in staffing or an engine.
- Option 2: CAL FIRE responds from Nipomo Station 22 only increasing the existing Station 22 engine company staffing from 2-0 to 3-0 level.
- Option 3. CAL FIRE responds from Nipomo Station 22 adding a second engine company with 2-0 non-paramedic staffing to Station 22 for a total of two engines.

- Option 4. CAL FIRE responds from the Oceano Station. This option staffs the Oceano fire station with one new engine and 2-0 year-round staffing.
- Option 5. County contracts with FCFA and response will occur from the FCFA Arroyo Grande and Grover Beach stations.

The preferred option is Option 5 as this option maintains current levels of fire service to the Oceano community.

Providing direction for a service level will allow LAFCO to make a decision regarding the divestiture of fire authority in an informed manner.

## **ATTACHMENTS**

- 1 Referral to Affected Agencies
- 2 Oceano Plan for Service
- 3 Five Cities Fire Authority Service Level Analysis
- 4 Service Level Options
- 5 Current Response Time Maps – Stations 22, Grover Beach, Arroyo Grande, Oceano
- 6 Current County Fire Service Information
- 7 OCSD Assets and Liabilities
- 8 PowerPoint Presentation
- 9 OCSD Comments Letter