



Moraga-Orinda Fire District

Board of Directors

REGULAR MEETING

September 20, 2017

5:00 p.m. CLOSED SESSION

5:30 p.m. OPEN SESSION

PLEASE NOTE NEW MEETING ADDRESS:

Hacienda Mosaic Room

2100 Donald Drive

Moraga, CA 94556

1. OPENING CEREMONIES

- 1.1. Call the Meeting to Order
- 1.2. Roll Call
- 1.3. Pledge of Allegiance
- 1.4. Core Values – Service, Honor, Integrity

2. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda including Closed Session, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

3. CLOSED SESSION

3.1. **Conference with Legal Counsel – Potential Litigation**

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9: one (1) potential matter

4. RECONVENE THE MEETING

- 4.1. Call the Meeting to Order

5. REPORT OF CLOSED SESSION ACTION

6. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

7. CONSENT AGENDA

- 7.1. **Meeting Minutes – September 6, 2017**
Staff Recommendation: Approve and File
- 7.2. **Monthly Incident Report for August 2017**
Staff Recommendation: Approve and File
- 7.3. **Monthly Check/Voucher Register for August 2017**
Staff Recommendation: Approve and File

8. REGULAR AGENDA

8.1. **Interim Fire Chief Agreement**

The Fire Chief Recruiting Committee will present the Interim Fire Chief agreement to the Board.

Ad Hoc Committee's Recommendation: 1) Discuss; 2) Deliberate; 3) Approve Employment Agreement with Interim Fire Chief Lee

9. ADJOURNMENT

The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4599, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way, Moraga, during normal business hours.

I hereby certify that this agenda in its entirety was posted on September 15, 2017, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda provided to the Moraga Town Office (Hacienda) and Orinda City Hall.



Grace Santos, District Clerk

Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS SPECIAL BOARD MEETING MINUTES

September 6, 2017



1. Opening Ceremonies

The Board of Directors convened in Open Session at 5:30 P.M. on September 6, 2017 at the Moraga Library Community Room, 1500 Saint Mary's Road, Moraga. President Famulener called the meeting to order.

Present were the following Directors and Staff:

President Famulener	Director Jorgens	Grace Santos, District Clerk
Director Anderson	Stephen Healy, Fire Chief	Doug McManamon, District Counsel
Director Barber	Jerry Lee, Interim Fire Chief	
Director Jex	Gloriann Sasser, Admin Service Director	

2. Public Comment

There was no comment from the public.

3. Closed Session

At 5:32 P.M., the Board adjourned into Closed Session.

4. Reconvene the Meeting

President Famulener reconvened the regular business meeting of the Moraga-Orinda Fire District Board of Directors at 7:25 P.M. Present were the following Directors and Staff:

President Famulener	Director Jorgens	Grace Santos, District Clerk
Director Anderson	Stephen Healy, Fire Chief	John Bakker, District Counsel
Director Barber	Jerry Lee, Interim Fire Chief	Doug McManamon, District Counsel
Director Jex	Gloriann Sasser, Admin Service Director	

5. Report of Closed Session Action

There was no reportable action taken in Closed Session on items 3.1 Conference with Legal Counsel – Potential Litigation and 3.2 Public Employee Appointment (Fire Chief).

6. Public Comment

There was no comment from the public.

7. Consent Agenda

Motion by Director Barber and seconded by President Famulener to approve and file items 7.1 Meeting Minutes and 7.2 Monthly Incident Report, 7.3 Monthly Financial Report, 7.4 Monthly Check/Voucher Register, 7.5 Quarterly Ambulance Billing Report, 7.6 Quarterly Treasurer's Report, 7.7 Quarterly Balance Sheet, 7.8 PARS Account Report, and 7.9 Contra Costa County EMS Ambulance Service Payer Mix 2010-2016 Summary. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8. Regular Calendar

8.1 Approve a Written Agreement Terminating the Contract between Pacific Mountain Contractors, Inc. and the Moraga-Orinda Fire District

After receiving their June 18, 2017 letter, PMC expressed no desire to complete the Fire Station 43 project and twice requested to be released from its contract. District Staff and legal counsel evaluated PMC's request and evaluated the practical and legal impacts of moving forward with PMC as the general contractor.

The construction contract between PMC and the District allows the District to terminate the contract for cause, or for convenience. The District can only terminate for cause for certain reasons stated in the contract, including a material breach of the contract that is not cured by the Contractor. If the contractor does not cure the material breach and is terminated for cause, the District may also

demand the performance bond surety take steps to complete the project for the penal sum of the construction performance bond, subject to the conditions stated in the bond.

District Staff and legal counsel believes that, based on PMC's letters and conduct, the District had grounds to terminate the contract for cause. However, pursuing this course would have likely resulted in construction delays and litigation, and the legal outcomes were uncertain.

The District negotiated the terms of an agreement to both terminate PMC's obligation to continue to perform its contract, and, to obtain repayment of some of the general conditions cost paid to PMC, and to transfer some of the potential value of preparatory submittal work done by several of the subcontractors.

Richard Olsen, Moraga resident, commented on his disappointment in the Station 43 rebuilding process. Mr. Olsen asked who should have been responsible for determining which agency approvals were required before the project went out to bid, if there were significant errors in the plans and specifications, and if construction costs have actually gone up by \$680,871 or 26% in the last 11 months or if there are other significant cost increase factors involved.

Director Jorgens stated it was the architect's responsibility to obtain the permits and make sure all the drawings were up to date before they were sent out to bid.

Motion by Director Anderson and seconded by Director Jorgens to approve the written agreement terminating the Contract between Pacific Mountain Contractors, Inc. and the Moraga-Orinda Fire District. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8.2 Approve Exemption of the Completion of Construction of Fire Station 43 From Competitive Bidding Requirements – Findings of Fact

Ordinarily, compliance with the terms of a statute requiring that public agency contracts be let for competitive bidding and advertising for bids is mandatory with respect to those contracts coming within the terms of the statute and any contract made without compliance with the statute is void. (See *Miller v. McKinnon* (1942) 20 Cal. 2d 83, 87).

Under Public Contract Code section 20813, "all contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work exceeds ten thousand dollars (\$10,000), shall be contracted for and let to the lowest responsible bidder after notice."

There are exceptions to the public bidding requirements given the circumstances here. First, under *Shore v. Central Contra Costa Sanitary Dist.* (1962) 208 Cal. App. 2d 465, a public agency may complete a competitively bid contract when the original contractor is terminated pursuant to the contract. Here, to avoid the expense and delay of a termination for cause of the contract (although Staff believes grounds existed for such termination), Staff negotiated the terms of a termination agreement as discussed above. The recommended completion contractor will complete the same scope of work that was competitively bid by PMC.

Second, under the circumstances, there does not appear to be a public advantage in engaging in a second round of competitive bidding on the project. Staff contacted the other contractors that had originally submitted bids and obtained revised pricing from two of the bidders. Staff then engaged in negotiations to finalize the price and scope of the contract as discussed in Agenda Item 8.3 below, at a price of \$3,341,000. The other contractor's price was \$3,424,000, which is higher than the recommended replacement contractor but only by approximately 2.5 percent.

A new round of competitive bidding would likely only confirm the pricing the District obtained and would result in additional delays because the work could not commence until the Spring of 2018. District staff has also been informed that the Northern California construction market is extremely busy and there has been significant price escalation over the past year.

Motion by Director Anderson and seconded by Director Jex to adopt Resolution 17-15 to Exempt the Completion of Construction of Fire Station 43 From Competitive Bidding Requirements. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8.3 Award Completion of Competitively Bid Contract Originally Awarded to Pacific Mountain Contractors, Inc. to Federal Solutions Group, Inc. and Approve a Capital Projects Fund Expenditure Budget Increase in the Amount of \$4,243,057 (a Net Increase for the Project in the Amount of \$1,009,291 Since the FY 2016/17 Budget)

Federal Solutions Group, Inc. has agreed to enter into a construction contract to complete the Fire Station 43 project, including the scope of work originally bid by PMC and the changes made to the design since the bid, for the lump sum price of \$3,341,000. FSG has confirmed that it can start work on the project within the next two to three weeks. Barring unforeseen delays, the project should be completed in approximately one year, or late summer of 2018.

The proposed agreement with FSG is substantially similar to the previous agreement with PMC. The final agreement will be made available at the Board meeting.

Director Olsen commented on his inability to find information on the internet about Federal Solutions Group (FSG) and stated that it would be helpful to include information acknowledging their capacities, particularly if they have previously built fire stations.

Kabir Singh, from FSG, introduced himself, and gave a brief summary on FSG and its history. FSG does a lot of federal government work with the Army Corps of Engineers, Camp Parks Army Reserve Base, Lincoln Army Reserve Base, Moffitt Field Army National Guard and other federal properties throughout California, doing commercial building renovation, upgrades and new construction projects that are similar to fire stations. They focus primarily on commercial building projects similar to fire stations, and they have worked with several contractors and subcontractors in the area. Mr. Singh answered Mr. Olsen's question about the increase of \$680,871 (or 26%) between the bid received in October of 2016 and what FSG submitted today. He explained that a 25% increase in the past year is very doable in the current construction market with construction at its all-time peak from where it was in 2008. The price of lumber alone has increased in cost by 30% since the time of the original bid in 2016. With labor shortages, material requirements, and summertime being the most productive and constructive time for any general contractor in the industry, it is very feasible to see a 25% increase.

Mr. Singh reported that FSG studied the breakdown provided by PMC back in October 2016. The costs to put up a building was not enough money, and in Mr. Singh's opinion, was just not possible, which is where the root of the problem was.

Mr. Singh commented on design issues on the plans and specs, explaining that they are a guide to build a project. What you see on site changes all the time and you cannot account for those. PMC accounted for several unforeseen site conditions, but you do not foresee those until you actual mobilize and start doing the physical work or inspecting the physical work as a contractor. To blame it completely on the architect or someone else is not uncalled for, especially given what we know and what we go through in situations like this on a daily basis.

Mr. Singh commented on FSG's capabilities. FSG has been around since 2004 when his mother started the company. FSG is based out of San Ramon and does business with many public agencies throughout the Bay Area. Their core business is federal work building commercial buildings, and can provide a list of references.

Director Anderson stated that he could only approve the contract if Mr. Singh provides the Board with a list of references within 48 hours. He also asked if FSG would commit to start on the project within two weeks after the contract is approved by the Board. He would like to get the piers in before the rains come. Director Anderson asked Mr. Singh if he foresees any major cost overruns, and if FSG can really do this project for their bid.

Mr. Singh stated that FSG will be ready. The grading contractor confirmed that they are ready to begin the moment the contract is awarded. Once the grade is set, the piers and other drilling contractors can be brought in. As for the cost overruns, Mr. Singh stated that to date, he has not heard from any of the subcontractors regarding the unfeasibility of building this project. He has not heard of any issues from the subcontractors, and therefore does not foresee any major issues.

Director Barber commented on the number of requests for information on the project. He asked Mr. Singh if he had the opportunity to review what was being asked for, what has been responded to, and if FSG received any feedback.

Mr. Singh stated that one of the tasks FSG did was to look at all the drawings, plans and specifications. The requests received are for various pieces of the construction – mechanical, structural, electrical, plumbing, etc. The requests have been distributed out to the main subcontractors and have been acknowledged by the subcontractors as part of an additional addendum within their subcontract that will be issued upon award of this contract. Anytime a subcontractor submits a proposal for a bid to a general contractor, they acknowledge all the documents that you send along with it. To date, all the proposals that FSG received have acknowledge all the Request for Information (RFI) answers, addendums and changes in designs. It is not something that is overlooked.

Director Jorgens asked what kind of oversight FSG would provide onsite. Mr. Singh stated that as part of the contract requirement, FSG is responsible to have a full-time superintendent on-site, and for providing an office trailer for the construction manager who will be overseeing the project for the District. The construction manager will be conducting inspections of the project. FSG will have daily oversight with a superintendent that manages the project on a day-to-day basis, and Mr. Singh will act as the senior project manager.

President Famulener asked Mr. Singh if a part-time construction manager would work for this project. Mr. Singh stated it would work – daily oversight is completely up to the District.

Director Jorgens asked if FSG would be able to work with the District to give their opinion on the industry norms and to come up with a plan. Mr. Singh stated that most projects normally have weekly inspections but they could help the District come up with a plan.

Director Jorgens asked what percentage of FSG's historical contracts have been on budget and on time. Mr. Singh stated that the federal government/military works a little different in how they award contracts. They award contractors a 5-year multiple award task or contract, which means there are three or four selected key general contractors within a general geographical area to do all their work for a specific federal basis. In order to continue retaining work and continue being awarded the next year onto the contract, you have to make sure your project is completed on time and on budget. At this point, 10-15% (+-) for a budget is standard in the industry. As for timing, FSG makes sure to complete within the timeframe required, and if they don't, their option years are not awarded on federal projects.

Director Barber inquired on the range in dollar value of the contracts FSG has worked on. Mr. Singh stated that their whole premise is based on their bonding capability, which defines what size projects contractors can go after in the public works, with federal and state local entities. FSG's bonding capacity has a \$30M aggregate capacity, and they can go up to \$15M per project. They do anything from a few hundred thousand dollars up to \$5M-\$10M per project.

Director Jex inquired why MOFD's fire station project is so attractive to FSG. He also asked if the project will come in at what it has been bid for or if there will be a lot of change orders.

Mr. Singh stated that although FSG has not done a fire station in the past, their business is to build similar buildings, which is what they do and know how to do. Change orders do arise in construction, and one has to account for them for about 10%-20%. Grounds-up construction does not normally have too many major change orders unless they are owner requested changes. Mr. Singh stated that in any project he has worked on, there have been change orders or discrepancies in design, and they do not come up until you mobilize and start doing the work that is shown on the prints.

President Famulener stated that if the Board approves the contract, they would like 48-hours to verify FSG's references. The Board asked for a minimum of four references. Mr. Singh stated that he will send Chief Healy their references.

Motion by Director Jorgens and seconded by Director Barber to award completion of competitively bid contract originally awarded to Pacific Mountain Contractors, Inc. to Federal Solutions Group, Inc.,

subject to 48-hours to check references, for \$3,341,939.71. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

Director Jorgens stated that there is more work that the Board still has to do. He would like items to be presented to the Board more often for approval, including monthly reports from the contractor, project manager and the Fire Chief. Director Jorgens stated that he does not feel comfortable approving all the items in a budget change.

ASD Sasser stated that she needs appropriations to pay the invoices because the contract will begin. She recommended approving the \$3,341,939.71 budget adjustment. The 2016/17 Fiscal Year Budget included \$4.4M for this project. The budgets lapses on June 30 unless the District has a contract in place. She can then encumber the money, which carries it over to the new year. In July, when she closed the books for June 30, 2017, she knew that the PMC contract had fallen apart at that point. ASD Sasser did not know how much to encumber because she knew the contract was not going to be honored. At that point, ASD Sasser thought the best thing to do was to not encumber any money for the project, since it was unknown, and she did not carry over any money. For transparency and clarity, and so that the Board is comfortable for exactly what is budgeted, exactly what the plan is and exactly how much the staff projects that this project is going to cost from July 1 to completion, ASD Sasser recommend to start with a fresh new budget and not do it as an adjustment because it would be too confusing. She recommended \$4.2M, which is her projection at the time of how much it will cost to finish the station.

Director Jorgens stated that he is reluctant to approve something that he does not feel comfortable with. He asked why the Board could not just approve \$3,341,939.71 to pay the new contractor.

ASD Sasser stated that the first budget line is for the temporary station, which has ongoing expenses of about \$5K a month to operate. There will be more permit costs over the next few weeks for grading and building, which is included. There are costs that are happening right now – costs for the biologist, ongoing legal costs, appropriations for the claim to PMC which was approved tonight for \$110K, and costs for the surveyor to certify the grade.

Director Barber asked if the Board could approve the budget with the exception of the four items – construction manager, two items for the architect, and the contingency, which can be considered at a subsequent meeting.

ASD Sasser stated that the revised budget adjustment increase amount, with the four items removed, will now be \$3,697,364.

Motion by Director Barber and seconded by Director Famulener to approve a Capital Projects Fund Expenditure Budget increase in the amount of \$3,697,364. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8.4 Resolution 17-13 Authorizing Investment of Monies in Local Agency Investment Fund

The District uses the State of California Local Agency Investment Fund (LAIF) for the investment of District funds. One of the requirements of participation in LAIF is for the Board to confirm the authority of District officers to order the deposit or withdrawal of funds in LAIF. Due to the new interim fire chief appointment, it is necessary to update the officers authorized to deposit or withdraw monies.

Motion by Director Barber and seconded by Director Jorgens to adopt Resolution No. 17-13 authorizing District officials to order the deposit and withdrawal of monies in the Local Agency Investment Fund. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8.5 Resolution No. 17-14 Authorizing an Agreement that Designates Citibank, N.A. as a Provider of District Banking Services and the Interim Fire Chief, Administrative Services Director and/or Fire Marshal to Execute District Checks, Drafts, Notes or Other Instruments for the Payment of Money

The District uses Citibank for banking services. Currently the Fire Chief, Administrative Services Director and the Fire Marshal are authorized signers on the Citibank accounts.

Due to the appointment of an interim fire chief, it is necessary to update authorized signers with Citibank. The following positions are recommended to be authorized signers:

- Interim Fire Chief
- Administrative Services Director
- Fire Marshal

Motion by Director Jex and seconded by Director Barber to adopt Resolution No. 17-14 Authorizing an Agreement that Designates Citibank, N.A. as a Provider of District Banking Services and the Interim Fire Chief, Administrative Services Director and/or Fire Marshal to Execute. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

8.6 Authorization to Purchase Four Stryker Gurney Systems in the Amount Not to Exceed \$193,294.38

In the summer of 2017, MOFD accepted a FEMA Assistance to Firefighter's Grant (AFG) to purchase four self-loading gurney systems. Staff submitted and was granted an amendment request for an additional \$23,144 to assist with an unanticipated cost adjustment from the manufacturer. Approval for a sole source purchase was also approved in a second amendment request by FEMA. Total grant award is now \$199,040 with a 10% cost-share of \$18,094 from the District.

Motion by Director Jex and seconded by Director Jorgens to authorize the purchase of four Stryker gurney systems in the amount not to exceed \$193,294.38. Said motion carried a unanimous 5-0 roll-call vote (Ayes: Anderson, Barber, Famulener, Jex, and Jorgens).

President Famulener announced that the Board would like to hold a public workshop on September 27, 2017 to discuss what they are looking for in the new Fire Chief. Invitations will be extended to the public, elected officials and Managers of Moraga and Orinda, the Firefighters Association and others. Director Barber will draft a letter.

ASD Sasser announced that she, along with Directors Jex and Jorgens, met with the auditors. They are moving forward with bringing the CAFR to the Board. The goal is to bring the final CAFR for approval at the October meeting, and in order to meet that deadline, the Draft CAFR needs to come to the full Board for approval. She asked the Finance Committee if they would first like for the Draft CAFR to come to the Finance Committee for review and approval, or if they would like to skip the Finance Committee and be presented to the full Board instead.

Directors Anderson and Barber directed staff to bring the Draft CAFR to the full Board for approval.


ASD Sasser stated that the Draft CAFR has to go to the full Board before the Regular Board meeting in October, which is when the Final CAFR will be presented.

ASD Sasser stated that the Actuary also needs to present an updated actuarial valuation, have the Board adopt a funding policy and provide direction on the discount rate that is to be used. She asked for direction from the Board on how to handle it.

The Board directed staff to present all the items to the Board at a Special Meeting on September 27, 2017. They will begin at 5:30 for Closed Session, Open Session at 6:15pm and the Public Workshop at 7:00pm. They directed staff to post the Public Workshop notice as soon as possible.

9. Adjournment

At 8:45 p.m., President Famulener called for adjournment of the regular meeting.



Grace Santos
Secretary to the Board

For an audio recording of this and other Board meetings, please visit the MOFD District Board Meeting webpage <http://www.mofd.org/board/meetings>

MOFD Response Time Summary by Incident Type (grouped) for All Code 2 and Code 3 Responses.

Will only show Incident Types that are applicable. EMS/Rescue - Structure Fires (actual type is in structure) - Vegetation Fires - Other Types Grouped (Alarms/Hazards/Pub Svc/Etc) Data Based On Completed RMS Incident Report Data entered by Company Officer - Not based on Raw CAD Data...

	<i>August, 2017</i>					<i>Totals</i>
	All Others (Alarms / Pub Service / Etc.)	EMS / Rescue	Structure Fires	Veg Fires	Vehicle Accidents	
Incident Totals	196	135	1	2	8	324
Median Turnout	1.58	1.55	1.68	2.07	1.52	1.57
Median Resp Time	6.25	5.57	14.33	14.48	5.63	5.84
Resp Time (90th%)	10.84	11.30	14.33	23.57	11.45	11.98

Code 3 Response Time Summary by City and Incident Type. Times shown are based on the First Responding Units Arrival at Scene of Emergency.

		<i>August, 2017</i>			
		Incident Totals	Median Turnout	Median Resp Time	Resp Time (90th%)
Orinda	EMS / Rescue	54	1.28	5.23	8.88
	All Other Types	9	1.60	5.17	7.52
	Totals for City	63	1.33	5.22	8.82
Moraga	EMS / Rescue	63	1.42	4.20	6.13
	All Other Types	22	1.22	3.98	7.00
	Totals for City	85	1.35	4.18	6.25
Lafayette	EMS / Rescue	1	2.23	8.27	8.27
	Structure Fires	1	1.68	14.33	14.33
	All Other Types	1	2.88	9.17	9.17
	Totals for City	3	2.23	9.17	14.33
Overall Total		151	1.38	4.47	8.15

Response Totals By Incident Type

	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 17	Total
All Others (Alarms / Pub Service / Etc.)	116	111	98	118	113	111	143	108	122	129	154	196	1,519
EMS / Rescue	133	145	163	166	193	124	154	145	162	151	147	135	1,818
Structure Fires	1	1	2	2	2	1	2		3	1	4	1	20
Veg Fires	3	1								3	4	2	13
Vehicle Accidents	17	22	12	25	22	18	12	12	7	21	9	8	185
Grand Total	270	280	275	311	330	254	311	265	294	305	318	324	3,537

Incident Types

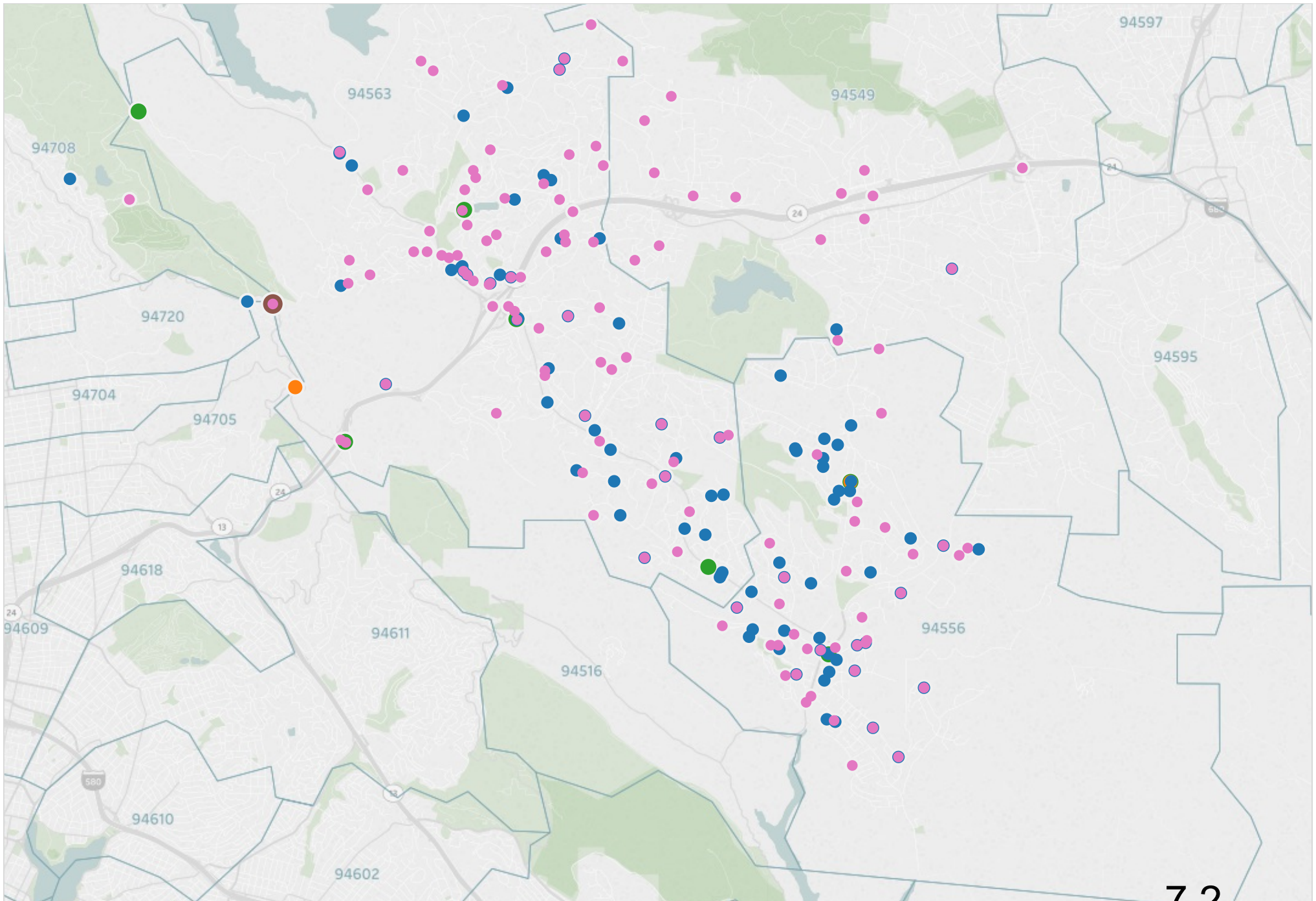
■ All Others (Alarms / Pub Service / Etc.) ■ EMS / Rescue

■ Veg Fires

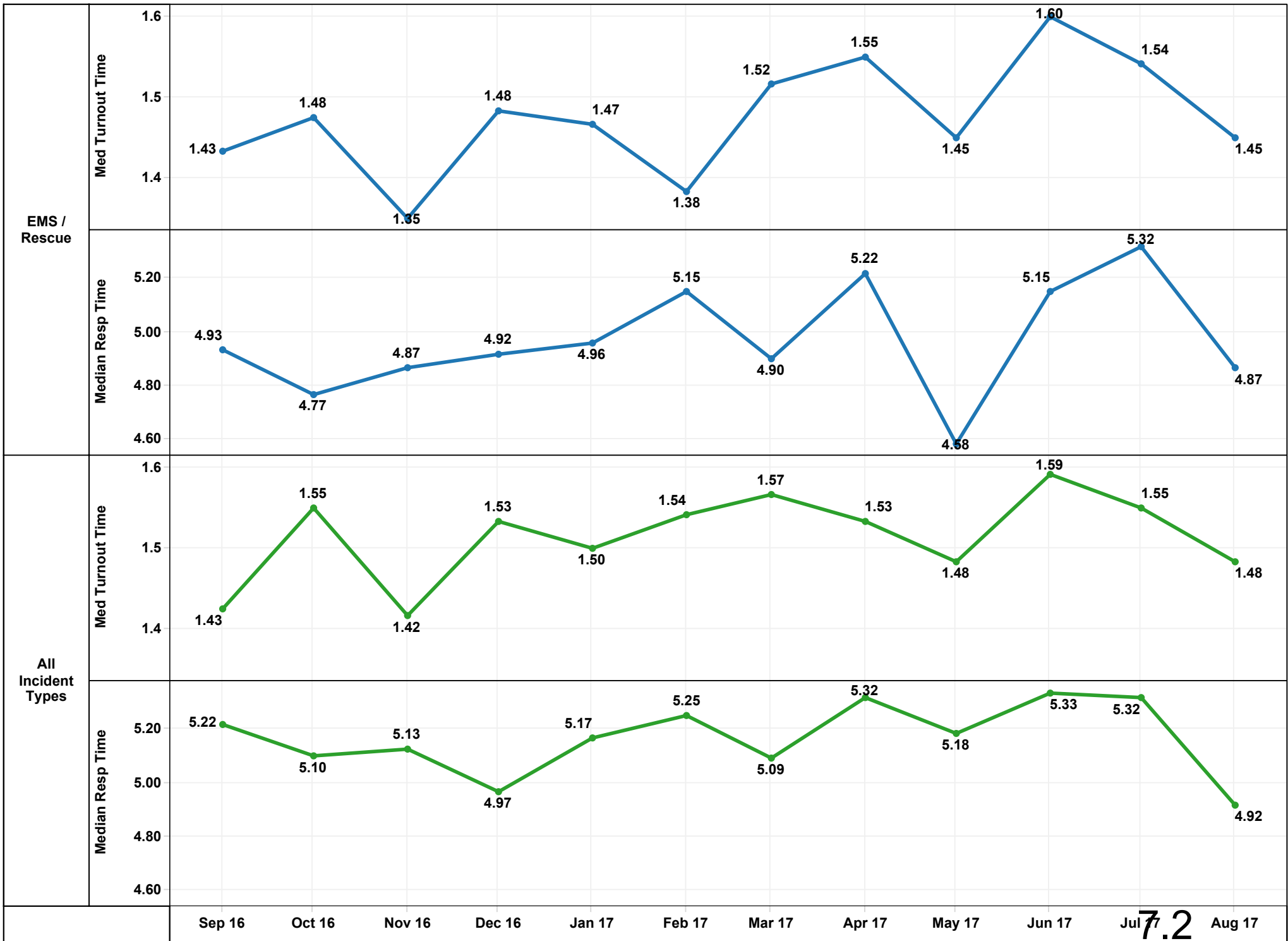
■ Vehicle Accidents

■ Structure Fires

Incident Location Map for MOFD August 2017



Run Chart for MOFD EMS / Rescue and All Incident Types for the last full 12 months. Median Turnout and Response Times By Month for First At Scene Units



7.2

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 8/1/2017 Through 8/31/2017

Check Number	Check Date	Name	Check Amount	Transaction Description
25091	8/2/2017	ADP, Inc.	377.37	ADP Payroll Fees ending 06/30/17
25092	8/2/2017	Alameda County Fire Depart...	4,327.21	Misc. repairs-Unit 444
25093	8/2/2017	A T and T	147.00	Acct# 9391053307 06/01/17-06/30/17
25094	8/2/2017	CCCERA	309.00	Allocation of 2014-15 actuarial and audit fees-GASB6...
25095	8/2/2017	Concord Garden Equipment	578.58	Bars, chains and oil for chainsaws
	8/2/2017	Concord Garden Equipment	49.97	Chainsaw grease
25096	8/2/2017	Definitive Networks, Inc.	16,766.00	Service coverage for March 2017
	8/2/2017	Definitive Networks, Inc.	1,300.00	St. 44 Fiber internet service for Feb 2017
25097	8/2/2017	Adam Goodyear	50.00	Shoes
25098	8/2/2017	L.N. Curtis & Sons	4,589.25	1.5 x 100' Cpld 1.5 NH yellow hotline SJ hose
	8/2/2017	L.N. Curtis & Sons	14,472.45	2.5 x 50' Cpld 2.5 NH green/white hi-combat II DJ hose
	8/2/2017	L.N. Curtis & Sons	7,922.81	Haligan Pro-bars, ladder belts & remote area lighting ...
	8/2/2017	L.N. Curtis & Sons	227.29	PPE Wildland pants-Lacy
	8/2/2017	L.N. Curtis & Sons	11,837.44	Turnouts Oliver, Mathews and Grgurevic
25099	8/2/2017	Michael Martinez	50.00	Shoes
25100	8/2/2017	McKim Co.	4,870.00	Grading trails 45-7, 41-10 and 41-7
25101	8/2/2017	Meyers,Nave,Riback,Silver,Wi...	2,258.24	June 2017-Client Matter 1025.001
	8/2/2017	Meyers,Nave,Riback,Silver,Wi...	269.64	June 2017-Client Matter 1025.005
	8/2/2017	Meyers,Nave,Riback,Silver,Wi...	8,224.02	June 2017-Client Matter 1025.030
	8/2/2017	Meyers,Nave,Riback,Silver,Wi...	2,831.22	June 2017-Client Matter 1025.031
	8/2/2017	Meyers,Nave,Riback,Silver,Wi...	2,157.12	June 2017-Client Matter 1025.032
25102	8/2/2017	Safeway, Inc	13.09	Ice for Volunteer Appreciation dinner
	8/2/2017	Safeway, Inc	49.92	Soda and water for Volunteer Appreciation dinner
25103	8/2/2017	U.S. Bank	18,475.94	A/C #4246-0445-5564-6748 06/22/17
25104	8/2/2017	Wittman Enterprises, LLC	5,212.60	June 2017
25105	8/11/2017	ADP, Inc.	329.58	ADP Payroll Fees ending 07/13/17
25106	8/11/2017	ADT Security Services	42.99	Services 08/4/17-09/03/17- Admin bldg. burglar system
	8/11/2017	ADT Security Services	40.33	Services 08/4/17-09/03/17- Admin bldg. camera
	8/11/2017	ADT Security Services	66.09	Services 08/9/17-09/08/17- Station 45
25107	8/11/2017	AFSCME Council 57	181.59	Period Ending 07/31/17
25108	8/11/2017	Air Exchange Inc.	792.09	Plymovent repair
25109	8/11/2017	Airgas USA, LLC	312.64	Oxygen-Station 41- #2118770
25110	8/11/2017	Jacob Airola	50.00	Shoes
25111	8/11/2017	ALSCO - American Linen Divi...	242.50	July 2016 linen
	8/11/2017	ALSCO - American Linen Divi...	926.45	July 2017 linen
25112	8/11/2017	American Fidelity	2,369.47	Period Ending 07/31/2017
	8/11/2017	American Fidelity	1,078.68	Supplemental deductions-Period Ending 07/31/17
25113	8/11/2017	American Messaging	154.42	Paging Service August 2017
25114	8/11/2017	A T and T	326.15	Acct# 9391035207 06/12/17-07/11/17
	8/11/2017	A T and T	22.80	Acct#9391060223 06/13/17-07/12/17 Conference call...
25115	8/11/2017	A T and T Mobility	1,569.50	Phone Acct #287016079073 06/16/17-07/15/17 & iPh...
25116	8/11/2017	Bandwidth.com, Inc.	416.71	Service 08/1/17-08/31/17
25117	8/11/2017	Blue Shield of California	88.52	Refund overpayment-Patient ID #904084202 Incident...
25118	8/11/2017	Bound Tree Medical, LLC	8,495.94	Misc supplies
25119	8/11/2017	FASIS - Calif Bank and Trust	180,187.00	1st Qtr FY17/18 Workers Comp
25120	8/11/2017	Citrix Systems Inc.	1,190.00	Annual renewal to 06/26/18 #45827369
25121	8/11/2017	Comcast	86.28	8155 40 005 0208428 Station 41-07/29/17-08/28/17
	8/11/2017	Comcast	86.28	8155 40 005 0208436 Station 42-07/24/17-08/23/17
	8/11/2017	Comcast	86.21	8155 40 006 0190996 Station 45-07/23/17-08/22/17
25122	8/11/2017	Concord Uniforms	196.46	District aide uniform
25123	8/11/2017	C.R. Fireline, Inc.	134.64	4 SCBA hydro tested
25124	8/11/2017	Definitive Networks, Inc.	19,166.00	Service coverage for July 2017
25125	8/11/2017	Dell Financial Services	570.70	Rental & Admin Fee 08/13/17-09/12/17 A/C #001-840...
25126	8/11/2017	EBMUD	186.06	Water 06/07/17-08/02/17 3/4" meter
	8/11/2017	EBMUD	434.99	Water 06/07/17-08/02/17 6" meter
25127	8/11/2017	FDAC EBA	1,251.44	August 2017 vision

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 8/1/2017 Through 8/31/2017

Check Number	Check Date	Name	Check Amount	Transaction Description
25128	8/11/2017	FAIRA	40,343.00	FY2017-18 FAIRA Coverage
25129	8/11/2017	Far West Sanitation and Stora...	2,356.75	Service 7/01/17-7/31/17
25130	8/11/2017	Fire Districts Assoc. of Calif	412.50	2017-2018 Membership Dues
25131	8/11/2017	Uriel Garcia	1,170.00	GIS services 8/02/17-8/07/17
25132	8/11/2017	Daniel Giffin	221.00	PALS and text-Giffin
25133	8/11/2017	Hargis & Associates	14,850.00	Development, administration and scoring of Captain ...
25134	8/11/2017	Have Air Will Travel, Inc.	237.71	Service-2 Tires-Unit 407
25135	8/11/2017	HdL Coren & Cone	3,150.00	Contract services-Property taxes 07/01/17-09/30/17
25136	8/11/2017	HomeTeam Pest Defense, LLC	47.30	Pest Control A/C #1035425 Inv. 52018837
	8/11/2017	HomeTeam Pest Defense, LLC	45.00	Pest Control A/C #1133175 Inv. 52018872
25137	8/11/2017	Hunt & Sons, Inc.	1,521.35	Fuel A/C #72371
	8/11/2017	Hunt & Sons, Inc.	1,459.57	Fuel A/C #72372
	8/11/2017	Hunt & Sons, Inc.	212.94	Fuel A/C #72373
	8/11/2017	Hunt & Sons, Inc.	756.06	Fuel A/C #72375
25138	8/11/2017	IAFF Local 1230 Dues	8,694.74	Period Ending 07/31/17
25139	8/11/2017	IAFF Local 1230 Insurance	1,865.94	Period Ending 07/31/17
25140	8/11/2017	Kronos Incorporated	236.50	Telestaff upgrade 2016-2017
25141	8/11/2017	L.N. Curtis & Sons	14.19	3 Super hangers
25142	8/11/2017	Moore Biological Consultants	1,555.00	Services-January 2017
25143	8/11/2017	National Construction Rentals	34.26	Overhead meter pole-0001 monthly rental- 07/26/17-...
25144	8/11/2017	Office Depot	145.47	Banker's boxes and file folders
	8/11/2017	Office Depot	181.58	Misc. supplies
	8/11/2017	Office Depot	10.14	Sharpie marker
	8/11/2017	Office Depot	68.11	Steno pads, paper towels and hand soap
25145	8/11/2017	OpenGov, Inc.	6,000.00	7/1/17-6/30/18
25146	8/11/2017	Orinda Motors, Inc.	101.50	Parking brake circuit repair-Unit 435
25147	8/11/2017	Berry Brothers Towing	562.50	M45 tow to ALCO
25148	8/11/2017	Paymentus Group, Inc.	62.70	Credit card fees-July 2017
25149	8/11/2017	Pacific Gas & Electric	53.12	06/16/17-07/18/17 Station 45 Gas
	8/11/2017	Pacific Gas & Electric	387.16	06/17/17-07/18/17 Station 43
	8/11/2017	Pacific Gas & Electric	843.86	07/05/17-08/02/17 Station 44
	8/11/2017	Pacific Gas & Electric	2,047.16	07/05/17-08/02/17 Station 45
	8/11/2017	Pacific Gas & Electric	1,232.57	07/06/17-08/03/17 Station 41
	8/11/2017	Pacific Gas & Electric	1,489.33	07/06/17-08/03/17 Station 42 Electric
	8/11/2017	Pacific Gas & Electric	416.36	07/06/17-08/03/17 Admin
	8/11/2017	Pacific Gas & Electric	64.54	07/07/17-08/04/17 Station 42
25150	8/11/2017	PODS Enterprises, LLC	227.49	Container rental 08/12/17-09/11/17
25151	8/11/2017	PLIC- SBD Grand Island	116.55	August 2017
25152	8/11/2017	Ray Morgan Company	521.38	Copies 04/14/17-07/13/17 Contract #3105240
25153	8/11/2017	Republic Services	442.57	August 2017 Trash A/C#302100093245
	8/11/2017	Republic Services	84.82	August 2017 Trash A/C#302100094052
	8/11/2017	Republic Services	444.86	August 2017 Trash A/C#302100095331
	8/11/2017	Republic Services	84.82	August 2017 Trash A/C#302100108522
25154	8/11/2017	Seever & Sons Tire Pros	1,504.31	2 Tires-Engine 41
	8/11/2017	Seever & Sons Tire Pros	2,541.60	4 Tires for Unit 407
25155	8/11/2017	Servpro	2,250.00	Station 45 air duct cleaning
25156	8/11/2017	Smart Clean Building Mainten...	245.00	August 2017 cleaning service
25157	8/11/2017	Staples Advantage	192.21	Misc. supplies-Station 41
	8/11/2017	Staples Advantage	170.02	Misc. supplies-Station 43
	8/11/2017	Staples Advantage	223.62	Misc. supplies-Station 45
25158	8/11/2017	Stewart Enterprises II	267.94	Reimb. expenses 6/21/17-6/30/17
	8/11/2017	Stewart Enterprises II	3,522.16	Services 7/8/17-8/7/17
25159	8/11/2017	Sun Valley Heating & Air Con...	554.83	Admin A/C repair
	8/11/2017	Sun Valley Heating & Air Con...	1,975.45	Building A/C repair
25160	8/11/2017	Tablet Command	2,080.00	License subscription 4/20/17-4/19/18
25161	8/11/2017	Ken Tamplen	1,012.50	Parcel #255-240-029-9, 3 Rae Drive

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 8/1/2017 Through 8/31/2017

Check Number	Check Date	Name	Check Amount	Transaction Description
	8/11/2017	Ken Tamplen	825.00	Parcel #258-250-044, 1066 Larch Avenue
	8/11/2017	Ken Tamplen	292.50	Parcel #258-410-012, 1015 Country Club Drive
	8/11/2017	Ken Tamplen	270.00	Parcel #260-181-005-8, El Caminito
25162	8/11/2017	Christina Vargas	198.42	Reimb. Captain's and FF/Paramedic exam expenses ...
25163	8/11/2017	Verizon Wireless	56.20	12-lead modem wireless 06/11/17-07/10/17
	8/11/2017	Verizon Wireless	229.24	Account 623714059-00001 Service 06/24/17-07/23/17
	8/11/2017	Verizon Wireless	13.34	Account 623714059-00003 Service 06/24/17-07/23/17
	8/11/2017	Verizon Wireless	69.06	Account 623714059-00004 Service 06/24/17-07/23/17
25164	8/28/2017	ADP, Inc.	338.99	ADP Payroll Fees ending 08/15/17
	8/28/2017	ADP, Inc.	940.19	HR/Benefit Workforce processing& Payroll fees endi...
25165	8/28/2017	Airgas USA, LLC	257.33	Tank Rental-Station 41- #2118770 -July 2017
	8/28/2017	Airgas USA, LLC	35.66	Tank Rental-Station 44- #2902766 -July 2017
	8/28/2017	Airgas USA, LLC	247.41	Tank Rental-Station 45- #2867225 -July 2017
25166	8/28/2017	Jacob Airola	345.00	Chief Officer 3B
25167	8/28/2017	A T and T	365.28	Acct# 9391035207 07/12/17-08/11/17
	8/28/2017	A T and T	143.34	Acct# 9391053307 07/01/17-07/31/17
	8/28/2017	A T and T	14.99	Acct#9391060223 07/13/17-08/12/17 Conference call...
25168	8/28/2017	Biomedical Waste Disposal	79.00	July 2017 Medical Waste A/C #0349
	8/28/2017	Biomedical Waste Disposal	79.00	July 2017 Medical Waste A/C #0350
25169	8/28/2017	Bound Tree Medical, LLC	516.09	Misc supplies
25170	8/28/2017	Comcast	86.21	8155 40 006 0191002 Station 44-08/14/17-09/13/17
	8/28/2017	Comcast	86.21	8155 40 006 0191028 Station 43-08/14/17-09/13/17
25171	8/28/2017	Cotiviti Healthcare and Kaiser...	1,348.65	Refund-Payment error-7/31/15 Incident-Claim 20152...
25172	8/28/2017	C.R. Fireline, Inc.	234.64	8 bottles hydro tested
25173	8/28/2017	Dell Financial Services	384.75	Rental & Admin Fee 09/01/17-09/30/17 A/C #001-840...
25174	8/28/2017	FDAC EBA	1,258.73	Sept 2017 vision
25175	8/28/2017	Far West Sanitation and Stora...	2,356.75	Service 8/01/17-8/31/17
25176	8/28/2017	HdL Coren & Cone	745.00	CAFR Services
25177	8/28/2017	Hunt & Sons, Inc.	1,125.42	Fuel A/C #72371
	8/28/2017	Hunt & Sons, Inc.	1,286.93	Fuel A/C #72372
	8/28/2017	Hunt & Sons, Inc.	398.15	Fuel A/C #72373
	8/28/2017	Hunt & Sons, Inc.	880.38	Fuel A/C #72375
25178	8/28/2017	Larry Lynch	720.00	Carpet Cleaning
25179	8/28/2017	LeapFrog Plumbing	226.00	Plumbing repair
25180	8/28/2017	L.N. Curtis & Sons	328.40	6 Flashlights
25181	8/28/2017	Michael Martinez	350.00	Chief Fire Officer 3C
	8/28/2017	Michael Martinez	350.00	Chief Fire Officer 3D
25182	8/28/2017	Sean McGee	200.00	Paramedic licence renewal-S. McGee
25183	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	7,448.81	July 2017-Client Matter 1025.030
	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	6,745.10	Julyl 2017-Client Matter 1025.001
	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	3,680.57	Julyl 2017-Client Matter 1025.005
	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	572.99	Julyl 2017-Client Matter 1025.031
	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	387.35	Julyl 2017-Client Matter 1025.032
	8/28/2017	Meyers,Nave,Riback,Silver,Wi...	404.46	Julyl 2017-Client Matter 1025.033
25184	8/28/2017	National Construction Rentals	34.26	Overhead meter pole-0002 monthly rental- 08/08/17-...
25185	8/28/2017	Brian Oliver	63.36	Shoes and Station repairs
25186	8/28/2017	Orinda Motors, Inc.	84.38	Oil change-Unit 4514
25187	8/28/2017	Shred-it	132.00	July 2017 pick-up
25188	8/28/2017	Sun Valley Heating & Air Con...	280.00	A/C repair
	8/28/2017	Sun Valley Heating & Air Con...	1,480.00	Quarterly AC/Heating Maintenance
25189	8/28/2017	U.S. Bank	20,500.42	A/C #4246-0445-5564-6748 07/24/17
25190	8/28/2017	Wittman Enterprises, LLC	4,254.21	July 2017
25191	8/31/2017	ADT Security Services	42.99	Services 09/4/17-10/03/17- Admin bldg. burglar system
	8/31/2017	ADT Security Services	40.33	Services 09/4/17-10/03/17- Admin bldg. camera
	8/31/2017	ADT Security Services	65.73	Services 09/9/17-10/08/17- Station 45
25192	8/31/2017	Airgas USA, LLC	369.10	Oxygen-Station 44-#2902766

Moraga-Orinda Fire District
 Check/Voucher Register - Check Register
 From 8/1/2017 Through 8/31/2017

Check Number	Check Date	Name	Check Amount	Transaction Description
25193	8/31/2017	Allied Propane Services, Inc	146.28	Commercial propane 08/17/17
25194	8/31/2017	Astral Communications, Inc.	15.00	2 modem repaired-shipping fee
25195	8/31/2017	A T and T Mobility	1,256.10	Phone Acct #287016079073 07/16/17-08/15/17
25196	8/31/2017	Bandwidth.com, Inc.	416.71	Service 09/1/17-09/30/17
25197	8/31/2017	Jon Bensley	375.32	Wildland boots-J. Bensley
25198	8/31/2017	Bound Tree Medical, LLC	273.12	Dextrose IV Solution
	8/31/2017	Bound Tree Medical, LLC	136.27	Germicidal wipes
	8/31/2017	Bound Tree Medical, LLC	1,799.35	Misc supplies
25199	8/31/2017	Comcast	86.28	8155 40 005 0208436 Station 42-08/24/17-09/23/17
	8/31/2017	Comcast	86.21	8155 40 006 0190996 Station 45-08/23/17-09/22/17
25200	8/31/2017	Dell Financial Services	669.68	Rental & Admin Fee 09/13/17-10/12/17 A/C #001-840...
25201	8/31/2017	Estate of Nunzio Giordano	9.28	Reimbursement of Co-pay for August 2017 Dental
25202	8/31/2017	Uriel Garcia	3,150.00	GIS services 8/08/17-8/25/17
25203	8/31/2017	Have Air Will Travel, Inc.	95.00	Service call-Unit 441
25204	8/31/2017	Dan Johansen	50.00	Shoes
25205	8/31/2017	L.N. Curtis & Sons	712.31	EMS coat-Sillers
	8/31/2017	L.N. Curtis & Sons	418.69	Structure boots-Johansen
	8/31/2017	L.N. Curtis & Sons	1,294.13	Structure pants-Goodyear
25206	8/31/2017	Magnum Electronics, Inc	4,331.07	RSM replacement cables
25207	8/31/2017	Chris Mathews	50.00	Shoes
25208	8/31/2017	National Construction Rentals	34.26	Overhead meter pole-0001 monthly rental- 08/23/17-...
25209	8/31/2017	Office Depot	113.18	Copy paper, 1/3 cut folders, labels and cleaning supp...
25210	8/31/2017	Pacific Gas & Electric	104.01	07/19/17-08/16/17 Station 45 Gas
	8/31/2017	Pacific Gas & Electric	324.10	07/19/17-08/17/17 Station 43
25211	8/31/2017	PLIC- SBD Grand Island	116.55	September 2017
25212	8/31/2017	Safeway, Inc	8.25	Beverages for Captain's exam
	8/31/2017	Safeway, Inc	4.36	Ice for Captain's exam
	8/31/2017	Safeway, Inc	19.63	Ice for rehab at fire
	8/31/2017	Safeway, Inc	64.32	Rehab drinks for Grizzly fire
	8/31/2017	Safeway, Inc	13.09	Rehab ice for Grizzly fire
	8/31/2017	Safeway, Inc	8.16	Water
	8/31/2017	Safeway, Inc	11.08	Water for FF/Paramedic interviews
	8/31/2017	Safeway, Inc	5.59	Water of Board meeting 8/1/17
25213	8/31/2017	Gloriann Sasser	105.91	Reimb. mileage 3/16/17-8/30/17 and Shoes
25214	8/31/2017	Staples Advantage	408.28	Misc. supplies-Station 42
25215	8/31/2017	Verizon Wireless	56.40	12-lead modem wireless 07/11/17-08/10/17
CC-0817	8/18/2017	CCCERA Retirement	164,139.28	CCCERA retirement payment-July 2017 contributions
CP039	8/9/2017	Calif. Public Employees'	160,796.29	CalPers Health Ins
CU-0817	8/18/2017	1st NorCal Federal Credit Union	1,943.20	Contra Costa Federal Credit Union
DD039	8/9/2017	Delta Dental Plan of Calif.	16,353.18	Delta Dental ACH payment
L18765...	8/15/2017	Employment Development De...	2,862.00	UI-04/01/17-06/30/17
PFA 0817	8/18/2017	Moraga-Orinda Professional F...	1,704.00	Period ending 7/31/17
Report Total			868,594.95	



Moraga-Orinda Fire District

TO: Board of Directors

FROM: Interim Fire Chief Ad Hoc Committee
- Craig Jorgens, Director
- Brad Barber, Director

DATE: September 20, 2017

SUBJECT: Item 8.1 – Interim Fire Chief Agreement

BACKGROUND

A board committee has negotiated an employment agreement with Interim Fire Chief Jerry Lee. The terms are consistent with the negotiating instructions from the Board and past practices for the former Fire Chief. The committee recommends approval.

RECOMMENDATION

- 1) Discuss; 2) Deliberate; 3) Approve employment agreement with Interim Fire Chief Lee

ATTACHMENTS

- 1) Attachment A – Fire Chief Agreement



**EMPLOYMENT AGREEMENT BETWEEN
MORAGA-ORINDA FIRE DISTRICT AND JERRY LEE**

This Agreement ("Agreement") is made and entered into as of the effective date, by and between the Moraga-Orinda Fire District ("District") and Jerry Lee ("Employee" or " Interim Fire Chief"), becoming effective September 20, 2017, (the "Effective Date"), with respect to terms and conditions of employment of Employee as Interim Fire Chief for District.

WHEREAS, District desires to employ the services of Employee as Interim Fire Chief of the District; and

WHEREAS, Employee desire to accept employment as Interim Fire Chief of the District on the terms and conditions contained in this Agreement; and

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

Section 1. Duties.

The Fire Chief position is that of Chief Administrator of the District and is responsible for the efficient administration of all affairs of the District which are under his control. The Fire Chief's duties are prescribed in the Fire Chief Roles and Responsibilities Policy #11 adopted by the District's Board of Directors ("Board") on December 8, 2011 Such Policy may be amended from time to time at the sole discretion of the Board. At all times during the term of this Agreement, Employee shall be directly responsible to and report to the Board.

Section 2. Term.

Section 2.1. The term of this Agreement shall commence on the Effective Date and shall continue until either party chooses to end the agreement. The Interim Chief shall give 30 days-notice of his intention to terminate the agreement and return to his duties as a Battalion Chief. The parties expressly agree that the employment of the Fire Chief is at will and this Agreement may be terminated at any time before the expiration of this term in the sole and absolute discretion of the Board with or without stated cause.

Section 3. Termination.

Section 3.1. Employee shall be terminated and removed from serving the District for willful misconduct. A determination of willful misconduct shall be within the sole discretion of the Board, provided that it shall relate to the welfare of the District and be evidenced by findings of acts constituting such willful misconduct. Willful misconduct shall include conduct directly related to conduct in office, and directly related to the duties of the office including the refusal to follow the lawful directions of the Board. Willful misconduct shall also include conduct not directly related to the performance of the official duties when such conduct has a direct and harmful effect on the welfare of the District. Evidence of such direct and harmful effect shall include, but not be limited to, conviction of a felony.

Attachment A

Section 4. Disability.

If Employee is permanently disabled or is otherwise unable to perform Employee's duties because of sickness, accident, injury, mental incapacity or health condition not within the scope of Labor Code section 4850 District, in its sole discretion, shall have the option to terminate this Agreement and the Chief shall receive the same benefits as he would have as a Battalion Chief.

Section 5. Compensation and Benefits.

Section 5.1. Salary. District agrees to pay Employee for Employee's services on an annual base salary of \$216,000 payable in installments at the same time and in the same manner as other employees of the District are paid. A 414 (h) 2 provision will be added to this base salary (currently 3.91% of base salary) that is consistent with the District's 414 (h) 2 Program, subject to the Employee paying 100% of the employee retirement contribution. Unless otherwise specified herein, Employee shall receive all normal and customary health, welfare and retirement benefits provided to all safety employees of the District unless otherwise provided herein.

Section 5.2. Automobile. District shall provide Employee with the use of an emergency vehicle twenty-four (24) hours per day for official business. The use of such vehicle shall be subject to any existing or future Board policy established with respect to such vehicle.

Section 5.3. Uniforms. District shall provide and maintain uniforms for the Employee provided that the value of such provision and maintenance is not includible in Employee's final compensation for the purposes of calculating Employee's retirement benefits.

Section 5.4. Deferred Compensation. Deleted

Section 5.5. Vacation. Employee shall receive 20 hours of vacation per month

Section 5.6. Holidays. Employee may have eleven (11) holidays off from work taken in the same manner as administrative/clerical employees of the District.

Section 5.7. Sick Leave. Employee shall accrue one (1) day per month. Unused sick leave may not be sold back.

Section 5.8. Bereavement Leave. Employee shall have an annual but unaccruable bereavement leave of up to three (3) days per year for relatives defined under applicable state and federal law.

Section 5.9. Life Insurance. Employee shall be provided by District with a \$50,000 term life insurance policy, which shall include an accelerated death benefit option. Premiums for this insurance shall be paid by the District with conditions of eligibility to be reviewed annually. Employee may also subscribe voluntarily for supplemental life insurance coverage.

Section 5.10. Medical Plan Contribution. The District will contribute no more per month for Employee medical benefits than what is provided to all other sworn employees for medical benefits as of the Effective Date. If the District's medical benefit contribution for sworn employees decreases during the term of this Agreement, the District's contribution for Employee medical benefits shall decrease in an equal amount. Should the Employee elect, or be required, to change the number of family members covered by the District's medical benefit plan, the District shall adjust the amount of its contribution to an amount equal to the lesser of the rates in effect (i) as of the Effective Date or (ii) at the time the coverage change takes effect.

Attachment A

Section 5.11. Dental Plan Contribution. The District will contribute no more per month for Employee dental benefits than what is provided to all other sworn employees for dental benefits as of the Effective Date.

Section 5.12. Vision Plan Contribution. The District will contribute no more per month for Employee vision benefits than what is provided to all other sworn employees for vision benefits as of the Effective Date.

Section 6. Hours of Work.

The Employee shall devote such time to the Fire Chief position as may be required and necessary to perform the duties and responsibilities of Fire Chief of the District. Employee shall attend all Board of Directors' meetings unless excused. Employee is an exempt employee (not subject to overtime under the FLSA) and is expected to devote necessary time outside normal office hours as is necessary for the performance of his duties.

Section 7. Retirement.

Section 7.1. 3% at 50 Benefit. Employee shall receive the 3% at 50 retirement benefit subject to the terms and conditions of the Contra Costa County Plan that requires the employee to contribute at the employee contribution rates set by CCCERA. District reserves the right to change the retirement plan at any time and, if so, Employee will receive the same benefits as sworn personnel.

Section 7.2. Retirement Contribution. Pursuant to the implementation of the 414 (h) 2 plan, Employee shall pay one hundred percent (100%) of the contribution required of employees.

Section 7.3. Retiree Medical. Employee shall receive retiree medical benefits in an amount equal to that provided to active sworn employees under CALPERS as of the retirement date of Employee.

Section 8. Expense Reimbursement.

District shall reimburse, provided that approval is obtained from the Board, all reasonable, actual and necessary expenses of Employee in performing the duties of the Fire Chief.

Section 9. Indemnification and Defense of Employee.

Section 9.1. District shall, consistent with the provisions of Government Code sections 810 et. seq., defend, save and hold harmless, and indemnify Employee against any tort, professional liability, claim or demand or any legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties or actions related to his position as Fire Chief. The District will provide and pay a full legal defense with a mutually agreed upon attorney representing Employee's interest. Consistent with the requirements of Government Code Section 53243, et seq., any District funds (i) expended for the legal criminal defense of Employee, (ii) paid to Employee while on leave due to a pending investigation, and (iii) paid as severance pursuant to Section 3.4 of this Agreement, shall be repaid to the District by Employee within thirty (30) days following any conviction of Employee of a crime involving an abuse of Employee's office or position.

Section 9.2. District shall provide and pay for all cost of any fidelity or other bonds required of the Employee.

Section 10. Notices

Any notice relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or three (3)

Attachment A

business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed as follows:

If to Employee:

Jerry Lee
Moraga-Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

With a copy to:

Kathleen Famulener
President
Board of Directors
Moraga-Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

Section 11. Entire Agreement.

The terms, conditions and covenants of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms, conditions and covenants as are included in this Agreement and may not be contradicted by evidence of an prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties.

Section 12. Amendment.

This Agreement may be amended from time to time only by the mutual written agreement of the parties.

Section 13. Governing Law.

This Agreement shall be governed by the laws of the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.

Section 14. Waiver.

Any waiver at any time by any party hereto of its rights with respect to default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter. The exercise by a party of any remedy provided in the Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Section 15. Severability.

If any terms, provisions, conditions and covenants of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Legal Advice: Neutral Interpretation.

Each party is entitled to receive independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based on any attribution to such party as the

Attachment A

source of the language in question. The headings used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

Section 17. No Third Party Beneficiary.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third party to any party hereto or given any third person any right of subrogation or action over and against any party to this Agreement.

Section 18. Counterparts.

This Agreement is executed in four (4) duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement consists of six (6) pages, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent to be bound thereby as of the date first written above.

"District"

"Employee"

Dated: _____

Dated: _____

Kathleen Famulener, President

Jerry Lee