

**MARINWOOD FIRE COMMISSION
MEETING AGENDA
TUESDAY JULY 7, 2015
7:30 PM
MARINWOOD COMMUNITY CENTER**

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - Review and Approve June Draft Minutes*
3. REVIEW MONTHLY ACTIVITY SUMMARY
 - Review June 2015 Activity Summary
 - Review June 2015 Response Report
4. CHIEF REPORT
 - Review/Discuss Board Member Bill Hansell's letters to Board
 - Response to Director Hansell's two letters*
 - Marin Map Resolution*
5. ADJOURNMENT
 - Date of next Board Meeting Tuesday July 14
 - Date of next Fire Commission Meeting TBD

***Denotes Action Items**

**ADVISE FIRE CHIEF IF UNABLE TO ATTEND
Work Phone 479-0122
Cell Phone 747-0848
Email troach@marinwood.org**

TO: MARINWOOD FIRE COMMISSION
FROM: THOMAS ROACH, FIRE CHIEF

June 2, 2015 Fire Commission Meeting Minutes

DRAFT

Fire Commissioners:

Present: Jeff Naylor, Russ Albano, Ron Marinoff, Greg Stilson

Others in attendance:

Fire Chief Tom Roach, District Manager Eric Dreikosen, Board Members Bill Shea and Tarey Read, Linda Barnello, Firefighter Brandon Selvitella

1. Approval of Agenda-Call to order 730 pm. Approval of Agenda.
 - **M/S Marinoff/Albano to approve agenda. All in favor.**
2. Approval of May Minutes
 - **M/S Albano/Naylor to approve of April Minutes.** Commissioner Naylor commented that at the April meeting Captain White explained the difference between a code 2 and a code 3 response but that was not reflected in the April minutes. Chief said he would include that discussion in the amended minutes under response report. All in favor of approving amended minutes.
3. May Activity Schedule and Response Report.
 - The May 2015 Activity Schedule was reviewed. Chief commented that during the month the department was busy preparing for wildland season and that the wildland packs had been put together, wildland training had happened, the wildland academy was in late May/early June and three Marinwood volunteers attended and our engine with three personnel attended to help with instruction during two of the days. There were no questions.
 - The May 2015 Response Report was reviewed. There was a question on what "NOV" was in the ambulance column and the Chief explained that meant there was a Novato Ambulance on the medical aid as opposed to one of the San Rafael ambulances. There was a question about a number of lift assists on consecutive calls on May 5, if they were all the same address. According the different FMA listed for each call they were definitely not all at the same address because some had a different FMA listed.
4. Chief Report
 - The Chief included a draft copy of new Fire Commission Bylaws. Discussion followed. Some format edits were made, the Vice Chair position was eliminated, and the size of the Commission was discussed and added. The Commission discussed the overall need to be going through this process and Board Member Read spoke on behalf of the Board saying that the previous Authority and Responsibility Document for the Fire Commission hadn't been updated since the early 90's and these new Bylaws were to update and replace that document. The Fire Commission felt the Bylaws had been reviewed enough and would like some Board direction at this point.
 - KME Change order was reviewed. Chief updated the Commission that the change order bill was sent after the Engine Committee went to KME to visit and finalize some details for the new engine. Some of the final details came at a cost. The list of the changes and what each one cost was not presented to the Commission. It was decided that this should be presented to the Board with the bill so they could see what the actual costs came from. The Commission did ask if the changes were to better improve the functionality of the new engine and allow the firefighters to better perform their jobs. The Chief said yes. Therefore a motion was made-M/S Naylor/Albano To approve and recommend to the Board payment of the change

order bill based on the knowledge that the changes were to improve the functionality and efficiency of the new engine. All in favor.

- **A couple of vegetation management fliers were reviewed. Chief stated that one would be distributed to homes that border open space and that it would be put on Next Door and emailed to the neighborries mailing list. The one with the blue colored heading was decided because of the content, style, and font size. Chief would deliver 100 or so to CSA 13 for distribution and would solicit some volunteers to distribute the flier in Marinwood.**
- **The shared service bill from MW to SR and from SR to MW were reviewed. Chief explained the SR bill to MW. While the dollar amounts looks high the actual cost to Marinwood is not. The payment to SR for the first employee listed, Shawn Gordon was totally paid for by Cal OES reimbursement from the strike team Shawn went on with Marinwood. The remaining shifts were filled by San Rafael employees and do have to be reimbursed using OT funds, but they would have had to be filled at a slightly reduced cost using Marinwood employees if Shared Services didn't exist. The difference for only three shifts is minimal.**
- **Chief informed the Commission that he had spoken with a few different Grant Writing companies. A highly recommended company, Towns End Public Affairs based out of Oakland, will be coming to meet with the District Manager and both department heads in late June.**

**Respectfully submitted,
Chief Tom Roach**

July 3, 2015

To: Marinwood Fire Commission
From: Chief Tom Roach
Re: Activity Summary for June 2015

FULL TIME PAID STAFFING

Eleven (11) full time paid personnel including:

Fire Chief Tom Roach

“A” shift- Captain Heine, Engineer Smith, Firefighter Brackett

“B” shift- Captain Bagala, Engineer Papanikolaou, Firefighter Selvitella

“C” shift- Captain White, Engineer Correa, Firefighter Anderson

Relief Firefighter-Jeff Smith

One injured employee has returned to work, one is still off injured. Relief Firefighter Jeff Smith has been moved on to shift to fill that opening. A temporary hire is being used to fill the Relief Firefighter Role until his 1000 hours are up. He is a current volunteer, on the firefighter eligibility list and his hours will be used up by mid July.

VOLUNTEER STAFFING

13 Current Volunteers including:

One Volunteer Battalion Chief

2 Volunteer Firefighter/AO's

8 Volunteer Firefighters qualified as “responders” (includes AO's & Captains)

5 Volunteer Firefighter qualified as a “non responder”

The department will be conducting Volunteer Firefighter Interviews during May with new hires brought on in June.

EMERGENCY CALLS

Below are emergency calls for June 2015. The department ran 91 emergency responses, mostly medical aides but did respond to two small vegetation fires east of highway 101, one small vegetation fire in Terra Linda, and one strike team assignment to the Modesto area and then redeployed to San Luis Obispo area for a total of five days.

	June 2015 Response Report						
	MA	PSA	FA/NN	FIRE	HAZMAT	COVER	TOTAL
Marinwood	20	3	3	1	0	na	27
CSA 13	3	3	0	0	0	na	6
New JPA (east of 101)	17	3	6	2	0	na	28
Old JPA (mont marin)	8	1	0	0	0	na	9
SR Mutual Aid	3	1	1	1	0	1	7
MC JPA	1	0	2	0	0	na	3
MC Mutual Aid	0	0	0	0	0	0	0
Novato Matrix	0	0	1	0	0	10	11
Others (list)							
Total number	52	11	13	4	0	11	91

COMMUNITY SERVICE/PREVENTION/ASSOCIATION MEETINGS

- I completed three final inspections of new solar systems in Marinwood and one general remodel inspection during June.
- One fire commission meeting was held in June.
- The Department did three rides to and from school for children in the neighborhood as fundraisers for schools during June.
- I met with representative from Conservation Corps North Bay and hiked to the vacant homeless encampment on Horse Hill to see about hiring them to do a clean up.
- The Marinwood CERT Team held a gas shut off training at the firehouse in early June.
- The Marinwood CERT Team sponsored the check your gas shut off test day and checked the gas shut off valve of close to 200 homes in Marinwood.
- I did a vegetation management inspection of a home at 612 Kernberry.
- The on duty engine company attended the Marin Foster Kids Picnic to show them the engine during June.
- The on duty engine company lead the Cobblestone Block Party Parade to kickoff the Cobblestone Block Party.
- I attended the MERA Board Meeting in June.
- The on duty engine company went to a meeting at Rotary Valley to discuss disaster preparedness during June.
- Eric Dreikosen, Shane Demarta, and I had a meeting with a grant writer from Townsend Public Affairs to explain the Districts mission and see if his company could be of assistance in writing grants.
- The front yard of the home at 642 Appleberry was cleaned up during the month of June.

TRAINING

- Six minutes of Safety training was reviewed daily by on duty staff.
- Department Personnel continued with the Target Safety Training Program during June.
- All three shifts participated in a multi company drill/training through the Central Marin Training Consortium in June. The topic included defib and EMS training and wildland training.
- Four volunteer drills were held in June. Topics included EMS and defib training, wildland training and preparation for the Pancake Breakfast.
- The Wildland Academy was held first week of June. Two volunteers attended and the Type 3 engine assisted on two days of the class.
- A new volunteer orientation was held in June for six new volunteers.

MAINTENANCE

- All 4 department vehicles underwent a comprehensive monthly check during June.
- All gas-powered equipment was checked weekly during the month.
- All vehicle batteries were serviced and charged on a weekly basis during the month.

- All radio batteries were rotated and charged on a weekly basis during the month.
- Engine 658 was prepared for Wildland Season with all wildland packs tested and prepared.

June 2015 Response Report

Incident #	DATE	CODE	DISP	ENROUTE	ON SCENE	AVAILABLE	ELAP	TYPE	INCIDENT	PARA	AREA	FMA
15-0539	6/1/15	3	10:18	10:19	10:23	10:36	0:18	MA	Chest Pain	#+	JPA (MC)	1501
15-0540	6/1/15	3	12:44	12:45	12:49	12:50	0:06	FA/NN	Reported Fire--UTL		JPA (NOV)	NOV
15-0541	6/1/15	3	16:17	16:18	16:20	16:33	0:16	MA	ALOC	#+	JPA-SR (O)	5331
15-0542	6/2/15	3	1:50	1:52	1:54	2:14	0:24	MA	Chest Pain	#	MW	5882
15-0543	6/2/15	3	8:59	8:59	9:00	9:19	0:20	MA	ALOC	#+	MW	5884
15-0544	6/2/15	2	10:55	10:57	10:58	11:05	0:10	MA	Fall	#	MW	5885
15-0545	6/2/15	3	13:25	13:25	13:28	13:39	0:14	MA	Fall	#	MW	5884
15-0546	6/3/15	3	13:07	13:08	13:14	13:24	0:17	MA	Difficulty Breathing	#	MW	5334
15-0547	6/3/15	2	15:19	15:20	15:23	15:29	0:10	PSA	Lift Assist		CSA 13	5888
15-0548	6/3/15	2	20:02	20:03	20:06	20:11	0:09	PSA	Odor Investigation		MW	5882
15-0549	6/4/15	3	4:41	4:43		4:44	0:03	MA	Medical Alarm	#	JPA-SR (N)	5334
15-0550	6/4/15	2	12:17	12:17		12:20	0:03	COVER	Cover for Gas Leak		OUT (N)	NOV
15-0551	6/4/15	2	14:09	14:09		14:15	0:06	COVER	Cover for Gas Leak		OUT (N)	NOV
15-0552	6/4/15	3	17:47	17:47	17:51	18:00	0:13	MA	ALOC	#+	JPA-SR (N)	5334
15-0553	6/4/15	2	23:21	23:23	23:27	23:41	0:20	MA	Fall	#+	MW	5882
15-0554	6/5/15	3	8:12	8:13	8:17	8:29	0:17	MA	SOB	#+	JPA-SR (N)	5334
15-0555	6/5/15	3	18:05	18:06	18:10	18:29	0:24	MA	Anxiety	#+	MW	5882
15-0556	6/5/15	3	20:49	20:50	20:53	20:59	0:10	MA	Headache	#+	JPA-SR (N)	5338
15-0557	6/6/15	3	17:23	17:24	17:28	17:35	0:12	FIRE	Misc. Fire		OUT (SR)	5660
15-0558	6/7/15	3	8:59	8:59	9:01	9:17	0:18	MA	Fall	#+	JPA-SR (N)	5333
15-0559	6/7/15	2	10:25	10:26	10:33	10:49	0:24	MA	ABD Pain	#+	JPA-SR (N)	5333
15-0560	6/7/15	3	13:08	13:08	13:11	13:15	0:07	FA/NN	Medical Alarm	#	JPA (MC)	1503
15-0561	6/7/15	2	17:31	17:32	17:36	17:39	0:08	PSA	Lift Assist		CSA 13	5888
15-0562	6/7/15	3	21:08	21:09	21:15	21:17	0:09	FA/NN	Needless-Reported Medical	#	MW	5882
15-0563	6/8/15	3	9:44	9:45	9:50	10:02	0:18	MA	Sick Person	#+	CSA 13	1503
15-0564	6/8/15	3	14:41	14:42	14:46	14:50	0:09	FA/NN	False Alarm		JPA-SR (N)	5333
15-0565	6/8/15	2	19:53	19:54	19:57	20:03	0:10	COVER	Cover for Gas Leak		OUT (N)	NOV
15-0566	6/8/15	3	21:49	21:50	21:55	22:42	0:53	MA	Motorcycle Accident	#+	JPA-SR (O)	5331
15-0567	6/8/15	2	23:36	23:37	23:39	23:51	0:15	COVER	Cover NOV 64		OUT (N)	NOV
15-0568	6/9/15	3	6:41	6:43	6:47	7:13	0:32	MA	Cardiac Arrest		JPA-SR (N)	5338
15-0569	6/9/15	2	18:36	18:36	18:38	18:44	0:08	MA	Medical Check Out		MW	5881
15-0570	6/9/15	2	23:41	23:43	23:46	0:02	0:21	MA	Abdominal Pain	#+	JPA-SR (O)	5337
15-0571	6/10/15	2	7:04	7:06	7:09	7:25	0:21	PSA	Lift Assist		JPA-SR (O)	5337
15-0572	6/10/15	3	8:44	8:46	8:50	9:00	0:16	MA	MVA	#+	JPA-SR (N)	5330
15-0573	6/10/15	3	9:47	9:48		9:50	0:03	FA/NN	MVA / Cancelled in route	#+	JPA-SR (N)	5330
15-0574	6/10/15	3	12:54	12:55	13:00	13:17	0:23	MA	SOB	#+	JPA-SR (N)	5338
15-0575	6/10/15	2	16:46	16:47		17:18	0:32	PSA	Vehicle Lockout		JPA-SR (N)	5333

ALS Response (#)
 ALS Transport (+)
 No ALS Transport (&)

June 2015 Response Report

Incident #	DATE	CODE	DISP	ENROUTE	ON SCENE	AVAILABLE	ELAP	TYPE	INCIDENT	PARA	AREA	FMA
15-0576	6/10/15	3	20:19	20:20	20:23	20:26	0:07	FA/NN	Fire Alarm		JPA-SR (N)	5333
15-0577	6/10/15	3	10:22	10:25	10:27	10:38	0:16	MA	MVA	#&	JPA-SR (N)	5330
15-0578	6/10/15	2	11:20	11:20	11:25	11:36	0:16	COVER	Cover NFPD St. 64		OUT (N)	21105
15-0579	6/11/15	3	14:58	14:59	15:02	15:05	0:07	MA	SOB	#+	JPA-SR (N)	5333
15-0580	6/11/15	3	15:05	15:06	15:09	15:20	0:15	MA	Near drowning	#+	MW	5882
15-0581	6/11/15	2	19:05	19:06	19:09	19:14	0:09	PSA	Water problem		MW	5881
15-0582	6/12/15	3	14:21	14:22	14:24	14:42	0:21	MA	ALOC	#+	MW	5885
15-0583	6/12/15	2	15:03	15:04	15:10	15:10	0:07	COVER	Cover for Structure Fire		OUT (N)	NOV
15-0584	6/12/15	3	15:27	15:28	15:29	15:29	0:02	FA/NN	Fire Alarm		JPA-SR (N)	5338
15-0585	6/12/15	3	23:39	23:41	23:45	0:08	0:29	MA	Fall	#+	JPA-SR (O)	5331
15-0586	6/13/15	3	10:10	10:11	10:26	10:38	0:28	MA	Bicycle Accident	#+	OUT (MC)	21105
15-0587	6/13/15	3	18:37	18:39	18:43	18:49	0:12	FA/NN	Fire Alarm		MW	5886
15-0588	6/13/15	3	19:11	19:12	19:14	19:25	0:14	MA	Fall	#+	JPA-SR (O)	5330
15-0589	6/14/15	3	5:41	5:43	5:47	6:03	0:22	MA	ALOC	#+	JPA-SR (N)	5338
15-0590	6/15/15	3	11:20	11:22	11:28	12:12	0:52	PSA	Wires Down		OUT (SR)	5661
15-0591	6/15/15	3	12:05	12:10	12:15	12:36	0:31	MA	Bicyclist Down (Engine 52)	#+	MW	5883
15-0592	6/15/15	3	12:09	12:10	12:20	12:26	0:17	MA	ALOC (Engine 56)	#+	MW	5881
15-0593	6/17/15	3	13:27	13:29	13:34	13:36	0:09	MA	MVA	#&	OUT (SR)	5606
15-0594	6/18/15	3	20:09	20:11	20:15	22:55	2:46	FIRE	Vegetation Fire		JPA-SR (N)	5338
15-0595	6/19/15	3	7:50	7:51	7:55	8:05	0:19	MA	ALOC	#+	CSA 13	5888
15-0596	6/19/15	2	9:11	9:12	9:18	9:50	0:39	MA	Fall	#+	JPA-SR (O)	5330
15-0597	6/19/15	3	19:19	19:20	19:24	19:41	0:22	MA	Syncope	#	JPA-SR (O)	5331
15-0598	6/20/15	2	2:24	3:15	9:34	14:01	11:37	FIRE	Strike Team		MW	21105
15-0599	6/20/15	2	16:20	16:22	16:27	16:40	0:20	COVER	Cover-in		JPA (NOV)	21105
15-0600	6/20/15	3	18:25	18:26	18:30	18:41	0:16	MA	Anxiety	#&	JPA-SR (N)	5300
15-0601	6/20/15	3	21:51	21:53	21:54	21:54	0:03	FA/NN	Cancelled in route	#&	JPA-SR (N)	5334
15-0602	6/21/15	3	3:59	4:00	4:06	4:37	0:38	FIRE	Vegetation Fire		JPA-SR (N)	5300
15-0603	6/21/15	3	14:10	14:11	14:14	14:27	0:17	MA	Knee pain	#&	MW	5882
15-0604	6/21/15	3	18:02	18:03	18:07	18:21	0:19	MA	Shortness of breath	#+	JPA-SR (N)	5333
15-0605	6/21/15	3	14:52	14:53	14:54	14:54	0:02	FA/NN	Cancelled in route		OUT (SR)	5600
15-0606	6/21/15	3	18:55	18:55	18:58	19:15	0:20	PSA	Lift Assist	#&	MW	5885
15-0607												
15-0608	6/24/15	3	14:38	14:38	14:43	14:51	0:13	FA/NN	Fire Alarm		JPA (MC)	1503
15-0609	6/24/15	2	21:37	21:37	21:38	21:46	0:09	OTHER	MCSO Assist		CSA 13	
15-0610	6/25/15	3	13:00	13:01	13:05	13:23	0:23	MA	Fall	#	JPA-SR (N)	5333
15-0611	6/25/15	2	22:17	22:19	22:21	22:44	0:27	MA	Sick Person	#+	MW	5884
15-0612	6/26/15	3	3:50	3:52	3:55	4:09	0:19	MA	Fall	#	MW	5884
15-0613	6/26/15	3	7:45	7:46	7:49	8:02	0:17	MA	Fall	#+	MW	5882
15-0614	6/26/15	2	15:27	15:27		15:28	0:01	COVER	Cover 57 - Vegetation Fire		JPA-SR (O)	5777

ALS Response (#)
 ALS Transport (+)
 No ALS Transport (&)

July 3, 2015

To: Marinwood Fire Commission
From: Chief Roach

Re: Director Hansell's two letters to the Board and Marin Map Resolution

Director Hansell's letters

Included in the packet are two letters from Director Hansell to the Board. The Fire Commission needs to review both and there is an agenda item for a response for the Board. I have included information on strike team assignments and reimbursement and overtime. Some is explained in a word doc and there is an excel spreadsheet. Call me if you have questions or need clarification. The information is in response to item 2 in Director Hansell's letter dated June 9. There are a few inaccuracies in the letter dated June 24. The firefighters pay their own long term disability insurance, there is no cost to the District and all employees of the District get Holidays, not just the firefighters. Please review the information and come prepared to discuss.

Marin Map

Included in the packet is a resolution to become members of Marin Map. The Marin County Fire Chief's Association is going to join. There is also an MOU agreement between the Fire Agencies who are not members of Marin Map but will become members through this MOU. Marinwood's yearly cost is \$559.

2014 Strike Team Assignments: Revenue & Expense

Revenue	Assignments			TOTALS
	July 3-9	Aug 1-16	Sep 15-25	
Personnel	32,619.23	82,546.98	72,314.52	187,480.73
Engine	7,350.00	17,360.00	11,900.00	36,610.00
Admin	3,996.93	9,990.70	8,421.36	22,408.99
Total Reimburse	43,966.16	109,897.68	92,635.88	246,499.72

Expenditures

OT Paid (MWFD)	33,106.40	72,305.12	47,310.00	152,721.52
OT PAID (OTHER)			17,439.18	17,439.18
				170,160.70

658 Costs 2014/15	\$5,304.91
658 Depreciation 14/15	\$16,666.66
	\$21,971.57

Net Strike Personnel:

Net Strike Total:

Reimbursement:	187,480.73		246,499.72
Expenditure:	170,160.70		192,132.27
Net:	17,320.03		54,367.45

Regular OT

Budget	Actual (May 31)	Over/Under
85,000.00	97,744.06	(12,744.06)

Strike Personnel Net:	17,320.03
Reimbursement from SR for SS:	19,580.82
Balance Strike Net & OT over budget	24,156.79

Overtime with Strike Teams

The department is reimbursed from the Cal Fire/OES Five Party Agreement for three different things-

1. Overtime rate of pay for personnel on the strike team assignment, up to four personnel
2. A per hour charge for use of the engine
3. An "administrative fee" of 10% of the above mention fees. Presumably for managing the Department here without the Department resources and backfilling open shifts.

Following are the strike team assignments the Department participated in, the number of OT shifts caused, the total OT payout from the District, and total reimbursement from Cal Fire/OES

*Note- add 16% to the OT payout costs by CSD to reflect workers comp and FICA costs not shown.

- 1) 7/3-7/5 The Type 3 with three personnel at the Knoch Incident
7/5-7/9 The Type 3 with three personnel at Canyon Creek Incident
This caused 12 OT shifts for the personnel on the incident
And 7 OT shifts needed to be covered back at the station.
Total OT payout by CSD $\$28,540 + 16\% (\$4,566.40) = \$33,106.40$
Total Reimbursement by Cal Fire/OES \$43,966.16
Total Personnel Costs Reimbursed \$32,619.23
Engine Reimbursement \$7,350.00
Administrative Surcharge \$3996.93
- 2) 8/1-8/8 The Type 3 with three personnel at the Yreka Incident
8/8-8/16 The Type 3 with three personnel at the Klamath Incident
This caused 29 OT shifts for the personnel on the incident
And 16 OT shifts needed to be covered back at the station
Total OT Payout by CSD $\$62,332 + 16\% (\$9,973.12) = \$72,305.12$
Total Reimbursement by Cal Fire/OES \$109,897.68
Total Personnel Costs Reimbursed \$82,546.98
Engine Reimbursement \$17,360.00
Administrative Surcharge \$9990.70
- 3) 9/15-9/20 The Type 3 with four personnel at the Placerville Incident
9/20-9/25 The Type 3 with four personnel at another division of Placerville Incident
This caused 21 OT shifts for the personnel on the incident
And 12 OT shifts needed to be covered back at the station
OT Paid to reimburse SR on this incident = \$17,439.18
Total OT Payout by CSD $\$40,785 + \$17,439.18 + 16\% (\$6,525) = \$64,749.18$
Total Reimbursement by Cal Fire/OES \$92,635.98
Total Personnel Costs Reimbursed \$72,314.52
Engine Reimbursement \$11,900.00
Administrative surcharge \$8,421.36

Overtime budgeted for current fiscal year-\$85,000

The actual year to date overtime for this current budget year-\$250,465.58

Of that \$152,721.52 was due to strike team assignments both for the personnel on the engine and personnel to backfill at the station. And additional \$17,439.18 due to San Rafael for reimbursement of their personnel on our engine. This cost was entirely covered in the state reimbursement. Total payout by Marinwood for personnel costs related to strike teams was \$170,160.70.

The District was reimbursed by the state \$187,480.73 in personnel costs to offset the overtime

Total costs for maintenance and repair on the type 3 during this budget year was \$6000. Some of these costs can be attributed to use on the strike team. In addition, a standard fire service depreciation schedule for fire apparatus is to take the total life span of a vehicle and divide the cost by the number of years of service use expected. For a type 3 apparatus expected service use is between 15 and 20 years. Using 15 years, the type 3 engine would have depreciated \$16,666.00 during this budget year.

The District was reimbursed \$36,610.00 by the State for use of the engine to offset those costs.

The remaining \$22,408.99 reimbursed costs are for an administrative surcharge-time to manage the personnel around the state and find coverage back here.

Total reimbursement from the state \$246,499.82.

Remaining overtime for the department not due to strike teams is \$97,744.00.

With the additional strike team reimbursements for personnel costs and the \$19,580.82 reimbursement for shared services exchange the department is still under budget on overtime. The department has been short staffed for two years with one employee off on an extended workers comp injury. The relief firefighter has been on shift that whole time to fill that shift's vacancy. This means that any sick or vacation or school time has to be covered with overtime. The relief firefighter position does off set all of the overtime that would have been incurred from the long term injury, but cannot off set the additional overtime that the position usually covers for sick and vacation and other coverage.

Additionally, there was another long term workers comp injury in the department for about five months. A temporary firefighter was hired to offset additional overtime costs during this time.

The Districts agreement with Novato FPD for automatic aid has no additional costs to the District. But, what Novato does expect is to have an engine staffed with three full time personnel respond to it's emergencies when requested. That is the standard for their engine companies and they expect that when Marinwood responds into their jurisdiction.

The Districts Shared Service Agreement with San Rafael has some very minor costs associated with it. Those costs will be recognized when a San Rafael employee works in Marinwood and Marinwood has to reimburse San Rafael. The cost is the difference between a Marinwood employee who could have worked the shift and a San Rafael employee who actually works the shift. Generally speaking, the costs difference across the board for the positions on the engine for an overtime shift to a San Rafael employee are about \$400 more per 24 hours than a Marinwood employee. Example-A San Rafael Captain makes \$1500 for an overtime shift, a Marinwood

Captain makes about \$1100 for an overtime shift. San Rafael employees worked two 24 hour shifts in Marinwood this budget year so the cost for the shared service agreement would be about \$800. Again, it is also understood that Marinwood will maintain three professional firefighters on the engine when it responds into San Rafael. The JPA Agreement that started over twenty years ago hinged on Marinwood having three full time personnel.

2014 Strike Team Assignments: Revenue & Expense

Revenue

	Assignments			TOTALS
	July 3-9	Aug 1-16	Sep 15-25	
Personnel	32,619.23	82,546.98	72,314.52	187,480.73
Engine	7,350.00	17,360.00	11,900.00	36,610.00
Admin	3,996.93	9,990.70	8,421.36	22,408.99
Total Reimburse	43,966.16	109,897.68	92,635.88	246,499.72

Expenditures

OT Paid (MWFD)	33,106.40	72,305.12	47,310.00	152,721.52
OT PAID (OTHER)			17,439.18	17,439.18
				170,160.70
658 Costs 2014/15				\$5,304.91
658 Depreciation 14/15				\$16,666.66
				\$21,971.57

Net Strike Personnel:

Net Strike Total:

Reimbursement:	187,480.73		246,499.72
Expenditure:	170,160.70		192,132.27
Net:	17,320.03		54,367.45

Regular OT

Budget	Actual (May 31)	Over/Under
85,000.00	97,744.06	(12,744.06)
Strike Personnel Net:		17,320.03
Reimbursement from SR for SS:		19,580.82
Balance Strike Net & OT over budget		24,156.79

09 June 2015

District Manager Eric Dreikosen
Marinwood CSD Board of Directors,
Fire Commissioners, and P&R Commissioners
775 Miller Creek Road
San Rafael, CA 94903

Dear District Manager Dreikosen, Fellow Board Directors, and Commissioners,

For the records of tonight's board meeting, I would like to outline a few important items I intend to raise during the Open Agenda Time for future consideration and discussion. Please include this letter and the associated attachments in the meeting minutes:

1.) Marin Grand Jury Report "The Need For Labor Negotiation Transparency":

I have attached the Marin Grand Jury Report released last Friday, 6/4/15, for review by the Board and Commissions, as well as an article in the Marin IJ that covered the topic. The report makes a number of important recommendations which the District should implement. I believe that a lack of public transparency jeopardizes not only good governance but fiduciary responsibility. The District cannot legally approve benefit changes without properly notifying the public of the financial impact of those changes, therefore all negotiation processes should follow the steps of COIN (Civic Openness In Negotiations). The first step is "to hire a professional independent Lead Negotiator for all negotiations of wages, hours, and terms and conditions of employment." I have been arguing this point for years and the District has only followed that advice once. It turned out to be the only time the District empowered itself to gain much deserved and overdue concessions. Had the District hired professional negotiators prior to that and followed the steps of COIN, it might have avoided the financial burdens it unfairly carries today.

The subsequent steps of COIN follow open disclosure guidelines that allow for the public to review and comment on negotiation proposals. The Board needs to acknowledge that it is acting on behalf of the public's best interest and therefore must allow public comment during the process not at its presumed conclusion. Previous amateur negotiators have mistakenly assumed that they were or should be empowered to reach final agreements without public consent and that has cost the District substantially.

I request that the COIN process be placed as an agenda item for the July Board meeting for consideration and approval. I urge the Board to implement it as quickly as possible and to follow its guidelines for the next pending Union negotiation (FY2015-2016.)

2.) The Problem with Budgeting Overtime and Associated Inequities

The excessive use of overtime by the District must end. For years, the District has postponed managing the assumed need for overtime by the Fire Department. I have attached the District's 2014 public employee compensation disclosure numbers which disclose the scope of the problem. The total regular pay for CSD firefighters last year ("Base Pay" + "Shift Differential" - "Fire Chief") was \$879,155.51 (approximately 54% of the total District non-union regular wages). Overtime costs of the CSD firefighters totaled \$271,664.90, or 30.9% of their normal pay total, and 16.67% of the total

District regular pay. Once you factor in the heavily additional benefit costs for these employees, you can see that the CSD cannot continue to carry this burden.

I request that the overtime problem be placed on the July Board meeting agenda and recommend that the District take ALL measures to restrict any further use of overtime with the goal of eliminating it completely and managing its financial resources better. The public needs to be informed as to why this issue has not been addressed to date. It should be noted that the CSD staff who do not qualify for paid overtime and by comparison receive only minimal administrative leave as a benefit are not receiving equal compensation for the many times they work beyond their regular hours. Finally, since Strike Team assignments create a portion of this overtime burden, the District should elect to immediately cease participation until a full actuarial study (including the costs on equipment and other resources) are factored in. The CSD is not in a position to increase overtime via Strike assignments when it may be beyond its financial capabilities to do so.

3.) Budgeted Reserves Do Not Equal "Profit"

Repeatedly over the last couple of budgeting cycles it has become apparent that there is a general tendency to confuse budgeted "reserves" with "available profit". When the Board directed staff to include three line-items totaling 6.5% of every budget (2.25% for Capital Replacement + 3.25% for Unfunded Liabilities + 1% for Emergency Fund Balance), its intention was to plan for the future. While the last few years have resulted in net positive operational budgets, the "savings", as they are often referred to, do not indicate funds available for current operational purposes. They are for the future. Indeed, the annual target of 6.5% has yet to be met and we continue to fall short.

To put the need for these set-asides in context, please see the attached page from the "Actuarial Valuation of Postemployment Medical Benefits" report, dated 7/1/12. Note that the "Annual Required Contribution" at the time was \$399,527. This should be compared to our 3.25% Unfunded Liabilities target noted above which we fell far short of meeting that year. Also note that \$244,148 of that annual contribution is due to the burden of the Fire Department benefits alone. Last December, we were informed of rate increases for PERS contributions so that will add an additional annual burden to what was projected in 2012.

I request that an agenda item be added to the July Board meeting to discuss the continued shortage in budgeting for the set-asides and to consider "pre-funding" payment options to PERS amongst other ideas. Our constituents need to consider the continued financial situation when reviewing any further proposals to employee compensation, and should be suspicious of claims that the District has "profits to share."

Thank you for your consideration.

Sincerely,



Bill Hansell

**Marinwood Community Services District
2014 Public Employee Compensation
Regular Full Time Employees in order of Total Gross Pay
(From Jan 2015 report issued to Bay Area News Group)**

Name	Job Title	Dept	Base Pay	Overtime	Shift Differ.	Gross Pay	Benefit cost	PERS	ee PERS	Other	Life, SS/Med	Total Cost
01 Heine, S.	Firefighter	Fire	91,679.66	40,823.40	5,244.16	137,747.22	16,291.86	31,232.73	969.24	300.00	14,754.93	201,295.98
02 White, J.	Firefighter	Fire	93,198.56	36,244.57	5,489.60	134,932.73	20,575.86	31,801.27	986.88	300.00	14,609.49	203,206.23
03 Correa, C.	Firefighter	Fire	82,817.28	30,276.24	12,365.86	125,459.38	16,291.86	30,671.82	951.83	300.00	13,407.24	187,082.13
04 Papanikolaou, J.	Firefighter	Fire	81,288.48	31,399.25	6,148.96	118,836.69	8,128.50	28,175.84	874.37	300.00	12,830.28	169,145.68
05 Smith, B.	Firefighter	Fire	81,288.48	31,059.28	6,036.78	118,384.54	20,575.86	28,139.69	873.25	300.00	12,795.69	181,069.03
06 Selvitella, B.	Firefighter	Fire	80,269.28	27,197.73	7,121.75	114,588.76	16,291.86	28,160.89	873.91	300.00	12,458.43	172,673.85
07 Cespedes, E.	Firefighter	Fire	76,440.00	29,934.03	4,670.44	111,044.47	16,291.86	26,137.03	811.10	300.00	12,011.14	166,595.60
08 Roach, T.	Fire Chief	Fire	108,257.12	0.00	0.00	108,257.12	20,575.86	34,884.77	1,082.57	0.00	13,261.50	178,061.82
09 Brackett, R.	Firefighter	Fire	76,440.00	20,030.13	5,867.40	102,337.53	20,575.86	26,522.74	823.07	300.00	11,345.06	161,904.26
10 Anderson, R.	Firefighter	Fire	71,373.12	24,700.27	4,753.86	100,827.25	8,128.50	15,767.42	761.27	300.00	10,996.45	136,780.89
11 Horne, T.	District Manager	Admin	97,448.01	0.00	0.00	97,448.01	18,079.86	11,683.04	1,705.34	0.00	11,937.38	140,853.63
12 DeMarta, S.	Recreation Director	Rec	91,624.00	0.00	0.00	91,624.00	22,891.86	10,984.80	1,603.42	0.00	11,223.94	138,328.02
13 Bsgala, J.	Firefighter	Fire	83,603.04	0.00	3,058.80	86,661.84	8,128.50	27,925.91	866.62	300.00	10,475.37	134,358.24
14 Harrelson, G.	Park Manager	Park	71,250.29	0.00	0.00	71,250.29	22,891.86	8,542.20	1,246.88	0.00	8,728.16	112,659.39
15 Collins, P.	Senior Administrative	Rec	63,200.81	0.00	0.00	63,200.81	18,079.86	7,577.15	1,106.01	0.00	7,742.10	97,705.93
16 Fretwell, L.	Recreation Supervisor	Rec	56,960.80	0.00	0.00	56,960.80	18,079.86	8,829.03	996.81	0.00	6,977.70	89,844.20
17 Sibbaluca, V.	Park Maintenance	Park	55,394.88	38.94	0.00	55,433.82	22,891.86	6,645.96	970.09	0.00	6,788.65	92,730.58
18 Chavez, E.	Park Maintenance	Park	52,686.40	37.99	0.00	52,724.39	9,016.50	6,321.13	922.68	0.00	6,456.99	75,441.69
19 Garcia, L.	Park Maintenance	Park	52,686.40	0.00	0.00	52,686.40	22,891.86	6,316.57	922.01	0.00	6,454.08	89,270.92
20 Giron, M.	Park Maintenance	Park	52,686.40	0.00	0.00	52,686.40	22,891.86	6,316.57	922.01	0.00	6,454.08	89,270.92
21 Bruton, R.	Recreation Supervisor	Rec	48,722.00	0.00	0.00	48,722.00	9,016.50	3,045.13	852.64	0.00	5,968.45	67,604.72
Totals By Dept.		Fire	926,656.02	271,664.90	60,757.61	1,259,077.53	171,856.38	309,420.11	9,874.11	3,000.00	138,945.58	1,892,173.71
		Admin	97,448.01	0.00	0.00	97,448.01	18,079.86	11,683.04	1,705.34	0.00	11,937.38	140,853.63
		Rec	260,507.61	0.00	0.00	260,507.61	68,068.08	28,436.11	4,558.88	0.00	31,912.18	393,482.87
		Park	284,704.27	76.93	0.00	284,781.20	100,583.36	34,142.43	6,983.61	0.00	34,882.16	459,373.56
Grand Total:			1,569,315.01	271,741.83	60,757.61	1,901,814.45	358,588.26	383,681.69	21,122.00	3,000.00	217,677.31	2,885,883.71

Health Benefit Costs Under GASB 45

The first year Annual Required Contribution (ARC) consists of the Normal Cost plus the current period amortization of the Unfunded Actuarial Accrued Liability.

Normal Cost is the portion of the actuarial present value of future benefits that is allocated to a particular year. Another interpretation is that the Normal Cost is the present value of future benefits that are "earned" by employees for service rendered during the current year. This valuation is based on the Entry Age Normal actuarial cost method and an attribution period that runs from date of hire until the expected retirement date.

In the year the new accounting rules become effective an employer is allowed to commence amortization of the Unfunded Actuarial Accrued Liability, over a period not to exceed 30 years. The following Tables are based on a level percent of projected payroll amortization over a closed 30-year period. Note: Statement 45 also allows amortization using a level dollar method.

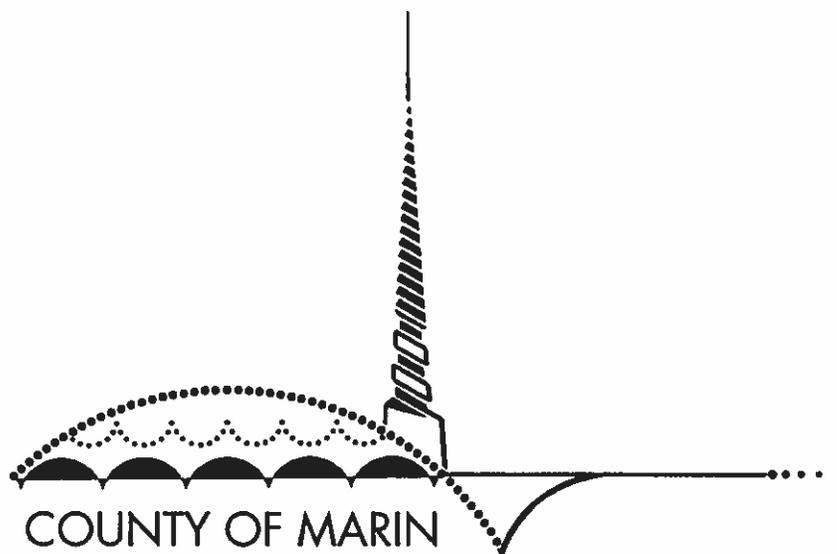
Table 2-3 presents the District's 2012/13 Actuarial Accrued Liability, Unfunded Actuarial Accrued Liability and Annual Required Contribution at a 4.00% discount rate.

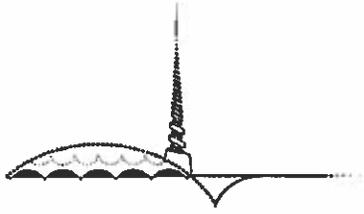
Table 2-3 Development of Illustrative Fiscal Year 2012/13 OPEB Annual Required Contribution – based on a 4.00% discount rate	
Actuarial Accrued Liability	\$ 4,736,435
Actuarial Value of Assets	<u>\$ 0</u>
Unfunded Actuarial Accrued Liability	\$ 4,736,435
Illustrative Amortization Period	27 years
Level percent of pay Amortization Factor (based on a 4.00% discount rate and a 3.25% annual increase in payroll)	23.668
Annual Level Percentage of Pay Amort. of Unfunded AAL	\$ 200,122
Normal Cost (based on the Entry Age Normal Method)	<u>\$ 199,405</u>
Annual Required Contribution	\$ 399,527 *
* \$244,148 for firefighters plus \$155,379 for others	

2014/2015 MARIN COUNTY CIVIL GRAND JURY

The Need for Labor Negotiation Transparency

Report Date: June 1, 2015
Public Release Date: June 4, 2015





Marin County Civil Grand Jury

The Need for Labor Negotiation Transparency

SUMMARY

During the 2014-2015 Marin County Grand Jury investigation leading to its 2015 report, *Pension Enhancements: A Case of Government Code Violations and A Lack of Transparency*, the Grand Jury learned that negotiations between Marin County, and the cities and towns therein, and their respective unions (hereafter collectively referred to as the “Parties”) are conducted in private, without transparency, and removed from the scrutiny of the Marin community. Although Marin County residents pay taxes to support decisions made by the Marin County Board of Supervisors (BOS) and the City and Town Councils, (hereafter collectively referred to as “Employer(s)”), there are numerous times when no transparency into the background of those decisions is made to the public.

The Grand Jury learned that the public is notified of a negotiated tentative labor agreement only when the agenda, which schedules consideration of the agreement, is posted—some three to four days prior to the Employers' public meetings. This is also the meeting at which the Employers vote to approve or disapprove the agreement. Prior to the agenda posting, little or no detailed information is made public about the terms of the tentative agreement or what it will cost. Without this information, there is no full public disclosure of the terms and cost of an agreement during the negotiation process and prior to its being voted upon. With no transparency, the public is excluded from input until it is too late for a reasoned public dialogue.

During its investigation, the Grand Jury also learned that various California cities and Orange County adopted a formal negotiation process, Civic Openness In Negotiations (COIN), which allows for community review of not only what is being negotiated, but also what a tentative agreement will cost to implement. One key element of the COIN process is the stipulation that the Employer hire an experienced, independent Lead Negotiator for all negotiations. This requirement precludes any city or county employee from negotiating terms that may benefit that employee, thus avoiding any conflict of interest.

The common elements of the COIN process are as follows:

1. The Employer hire an experienced, independent Lead Negotiator for all negotiation of wages, hours, and terms and conditions of employment.

2. The Employer hire an independent auditor to assess the fiscal impacts of each provision in the current labor contract. This fiscal impact is made available for public study.
3. After each proposal is accepted or rejected by either of the Parties, it is publicly disclosed (generally on the Employer's website). The costs for the implementation of the proposal are verified by an independent auditor and also publicly disclosed.
4. Seven days prior to the Employer's public meeting, the final tentative agreement is made public (generally on the Employer's website), including all associated costs, which are independently verified.
5. After seven days, the final tentative agreement is placed on two consecutive Employer's public meeting agendas: at the first meeting, the agreement is a discussion item; at the second meeting, the Employer votes on the agreement.

The Grand Jury recommends that the Employers adopt an ordinance implementing the COIN process to ensure transparency and prior public review of all proposals and final tentative labor agreements.

BACKGROUND

During the 2014-2015 Marin County Grand Jury investigation leading to the 2015 Grand Jury report, *Pension Enhancements: A Case of Government Code Violations and A Lack of Transparency*, the Grand Jury learned that labor negotiations in Marin County and the cities and towns therein are conducted without transparency, and are thereby removed from the scrutiny of the community. During this time, the Grand Jury also learned that various California cities and Orange County had adopted a transparent negotiation process, Civic Openness in Negotiations (COIN), which allows for community review of tentative proposals being negotiated and also what those proposals will cost if accepted or rejected. As a result, the Grand Jury decided to investigate whether a more transparent negotiation process might be appropriate for Marin County and its cities and towns.

APPROACH

The Grand Jury interviewed representatives of the Orange County Management of Government Affairs, various Marin County officials directly involved with labor contract negotiations, and officials from Costa Mesa who are engaged in the implementation of COIN. Orange County and Costa Mesa COIN ordinances were reviewed along with numerous websites of various cities and counties involved in the use of COIN. Additionally, Grand Jury members attended multiple Marin County Board of Supervisors meetings at which the public brought COIN to the attention of the Board of Supervisors. Grand Jury members also attended the April 28, 2015, BOS meeting where COIN was agendized for discussion; they later viewed the video of the meeting and read the staff report relating to COIN as presented at that meeting.

DISCUSSION

The Need for Civic Openness in Labor Contract Negotiations (COIN)

Although Marin County residents pay taxes to fund decisions made by the Marin County Board of Supervisors and the City and Town Councils, often there is no transparency into the background of those decisions. One specific area that lacks transparency is labor negotiations between the Parties. In general, the public is notified of the Parties' tentative agreements only three to four days prior to the Employers' public vote; it is only then that the meeting agenda is posted for public view. Prior to the agenda posting, little or no detailed information is made public about the terms of the tentative agreement or what it will cost. In sum, there is no transparency before the vote on the tentative agreement.

This short time period (three to four days) gives the residents of Marin little time to review the tentative agreement in order to provide input at an Employers' public meeting—the meeting at which the tentative agreement is presented for approval. Furthermore, the public receives no information regarding any proposal made by either Party or the associated costs of those proposals, which leads to the question: *What should be disclosed to the residents of Marin and when?*

COIN Started In Costa Mesa

The Grand Jury learned that a newly elected Costa Mesa City Council had discovered the financial strain placed on their city by their unfunded pension liabilities. This discovery, coupled with the realization that opaque labor negotiations had created an environment devoid of public oversight, review or input, motivated the Council to adopt a more transparent process for all labor negotiations. Accordingly, the City of Costa Mesa adopted a COIN ordinance in September of 2012, the first municipality in California to do so.

Subsequently, Beverly Hills, Fullerton and Rancho Palos Verdes also adopted variations of COIN, as did Orange County (Appendix A)¹. For all these entities, the principal objective of the COIN process is to allow the public to review and to provide input during negotiations. One person interviewed stated, "...it occurred to the Council that the public's full understanding of what they are being asked to pay for is good governance."

Learning this, the Grand Jury investigated various existing COIN ordinances and procedures to determine what the COIN process might mean for Marin Country and its cities and towns.

¹ Orange County Employee Association has made an unfair practice charge to the Public Employment Relations Board concerning how COIN was adopted, not the implementation of COIN. This is not yet resolved.

What COIN Is: Key Components

The common elements of the COIN process are as follows:

1. The Employer hire an experienced, independent Lead Negotiator for all negotiation on wages, hours, and terms and conditions of employment. This requirement precludes having a city or county employee negotiate terms of an agreement that could directly benefit such employee.
2. The Employer hire an independent auditor to assess the fiscal impacts of each provision in the current labor contract. This fiscal impact is made available for public study.
3. Labor contract negotiations begin.
4. After each proposal is accepted or rejected by either Party to the negotiation, the proposal is publicly disclosed (generally on the Employer's website). The long-term and short-term costs of the proposal are verified by an independent auditor and also publicly disclosed.
5. Negotiations conclude with a final tentative agreement.
6. Seven days prior to the Employer's public meeting, the final tentative agreement is made public (generally on the Employers' website), including all associated costs that are independently verified.
7. Following these seven days, the final tentative agreement is placed on the following two consecutive Employer's public meeting agendas: at the first meeting, the tentative agreement is a discussion item; at the second meeting, the Employer(s) vote on the tentative agreement.

The above process is used in a number of municipalities. For more details see Appendix A.

What COIN Is Not: Misconceptions

The Grand Jury learned that there are many misconceptions about the COIN process, as follows:

Misconception #1: The public negotiates.

COIN does NOT involve the public in actual negotiations, nor does it disclose what occurs at the negotiation table. Fair-minded taxpayers recognize that such an attempt would lead to an unproductive bargaining environment at best and would likely evolve into intractable positions by both sides that would prevent a constructive outcome.

Misconception #2: Negotiations are held open for public observation.

In none of the cities or Orange County are COIN negotiations open for public view or public participation. Negotiations occur in private, but the decisions on proposals are made available for public review.

Misconception #3: COIN slows down the negotiation process.

The Grand Jury has learned that, during the first round of negotiations using the COIN process, there is a learning curve, since COIN provides a new framework within which to operate. However, after learning the new process, those interviewed noted that negotiations proceeded in a timeframe similar to prior negotiations.

Misconception #4: Not all types of negotiation methods can adapt to the COIN processes.

The COIN process is about transparency and not about the negotiation method. Commonly used negotiation practices, such as interest-based or adversarial, can still be the norm while using the COIN process.

The COIN process is about the transparency of decisions made during negotiations that lead to a tentative agreement – the agreement that is recommended to the Employer for approval. It is through the COIN process that the public is made aware of the terms and associated costs of tentative agreements well before they are adopted, thereby giving taxpayers opportunity to provide timely public review and input.

FINDINGS

- F1. The residents of Marin County pay taxes to support decisions made by the Board of Supervisors and City and Town Councils; however these residents have minimal opportunity to provide input into labor negotiations.
- F2. The COIN process can be implemented without affecting the manner in which tentative agreements are negotiated but which nevertheless will ensure public awareness of the terms and cost of those agreements in advance of their being adopted.
- F3. The COIN process mandates transparency in government decision-making, allowing residents to be informed and to participate in public discussion of how their tax dollars are spent.

RECOMMENDATIONS

- R1. Marin County Board of Supervisors and each City Council and Town Council in Marin County adopt and implement a COIN ordinance prior to June 1, 2016, or prior to the next round of negotiations, whichever comes earlier.

- R2. Marin County Board of Supervisors and each City Council and Town Council in Marin County adopt and implement a COIN ordinance which includes, but is not limited to the following:
1. Hire an independent, experienced Lead Negotiator to negotiate all labor agreements.
 2. Hire an independent auditor to determine the fiscal impact of each provision in the current contact, and make this analysis available for public review.
 3. Make public each proposal, after it is accepted or rejected by either Party, and publicly verify the costs of that accepted or rejected proposal by an independent auditor.
 4. Make public seven days prior to a Board or Council meeting the negotiated tentative agreement and the fiscal analysis thereof, which are to be independently verified.
 5. After seven days, place the final tentative agreement on the following two consecutive Employer's public meeting agendas: the first meeting is for discussion of the tentative agreement; the second meeting is for a vote by the Employer to approve or disapprove the tentative agreement.

REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05, the Grand Jury requests responses as follows:

From the following governing bodies:

- Marin County Board of Supervisors: All Findings and Recommendations.
- City Council of Belvedere: All Findings and Recommendations.
- Town Council of Corte Madera: All Findings and Recommendations.
- Town Council of Fairfax: All Findings and Recommendations.
- City Council of Larkspur: All Findings and Recommendations.
- City Council of Mill Valley: All Findings and Recommendations.
- City Council of Novato: All Findings and Recommendations.
- Town Council of Ross: All Findings and Recommendations.
- Town Council of San Anselmo: All Findings and Recommendations.
- City Council of San Rafael: All Findings and Recommendations.
- City Council of Sausalito: All Findings and Recommendations.
- Town Council of Tiburon: All Findings and Recommendations.

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Ralph M. Brown Act.

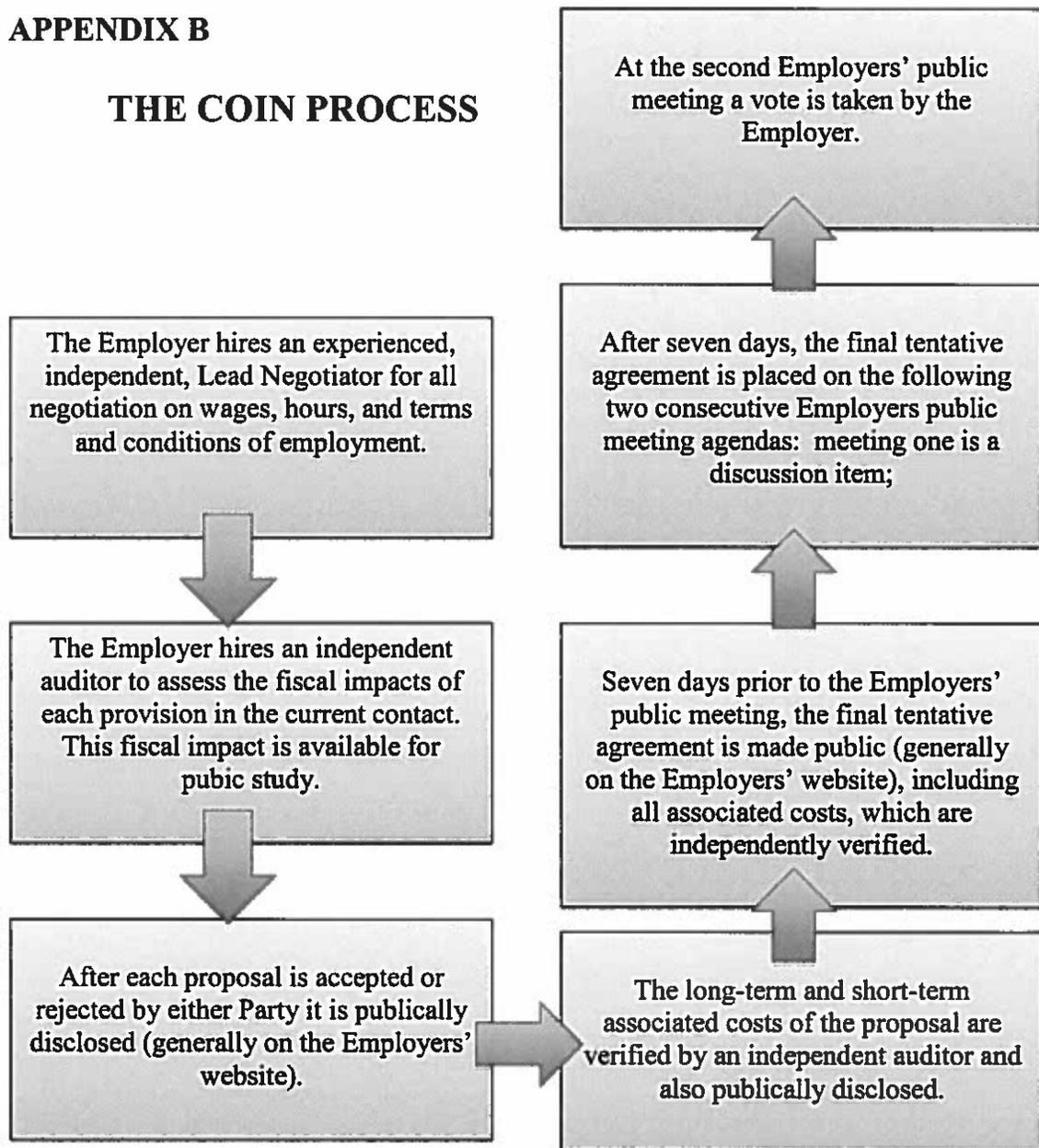
APPENDIX A

Summary of “COIN” Requirements Adopted by City/ County

Requirement	Costa Mesa	Beverly Hills	Fullerton	Rancho Palos Verdes	Orange County
Applies to all negotiations between the Parties.	Yes	Yes	Must include Salary Changes	Yes	Yes
Independent Negotiator	Yes	Yes	May be Waived by Council	Yes	Yes
Executive Employee Involved in Bargaining	Yes	Yes	Yes	Yes	Yes
Pre-Negotiation Economic Analysis (Baseline)	Yes	Yes	Yes	Yes	Yes
Each Accepted or Rejected Proposal plus the Economic Analysis made public	Yes	Yes	Yes	Yes	Yes
Proposals Verified Independently	Yes	Yes	Yes	May be Waived by Council	Yes
Tentative Agreement an Agenda Item on 2 Meetings Prior to Adoption	Yes	Yes	Yes	Meetings must be 2 Weeks Apart	Yes

APPENDIX B

THE COIN PROCESS



BIBLIOGRAPHY

"02 Transparency and Accountability in Labor Negotiations - Laserfiche WebLink." - Laserfiche WebLink. Accessed April 27, 2015. <http://docs.cityoffullerton.com/weblink8/2/doc/544710/Page1.aspx>.

"Beverly Hills Ordinance 13-O-2657." December 18, 2013. Accessed April 15, 2015. <http://www.beverlyhills.org/cbhfiles/storage/files/851941061213138018/13-O-2651.pdf>.

- Brouillette, Mathew. "At Last Scrutiny for Public Union Deals." *Wall Street Journal* (New York), May 21, 2015, Opinion sec.
A growing movement is opening labor negotiations so taxpayers can see how their money is being spent.
- City Council of Costa Mesa. City Council. *COIN ORDINANCE - Ordinance No. 12-7*. Accessed April 13, 2015.
<http://www.costamesaca.gov/ftp/chartercommittee/agenda/2014/2014-01-22/coin.pdf>.
- Johnson, Nels "Open Labor Talks Spurs County Review." *Marin Independent Journal* (San Rafael), April 30, 2015. Accessed April 30, 2015.
<http://www.marinij.com/general-news/20150430/open-labor-talks-plan-pits-pension-critics-unions>.
- "Minutes, Rancho Palos Verdes City Council." May 7, 2014. Accessed April 30, 2015.
http://www.palosverdes.com/rpv/citycouncil/minutes/2014_Minutes/city_council/20140506_CC_MINS.pdf.
- Nicholson, Angela. *Discuss the Civic Openness (COIN) Ordinance Enacted in Costa Mesa, CA*. Report. Marin Board of Supervisors Meeting, April 28, 2015.
- Orange County Board of Supervisors. *Ordinance No 14-005*. 3rd ed. Vol. 1. Series 21. Orange County: Board of Supervisors, 2014.
http://cams.ocgov.com/Web_Publisher/Agenda07_15_2014_files/images/O00514-000844A.PDF.
- "Search or Watch a Meeting." – Marin County Board of Supervisors Public Comment. March 03, 2015. Accessed May 22, 2015.
<http://www.marincounty.org/depts/bs/meeting-archive>.
- "Search or Watch a Meeting." Marin County Board of Supervisors, April 28, 2015. Electronically Published April 29, 2015. Accessed May 20, 2015.
[Http://www.marincounty.org/depts/bs/meeting-archive](http://www.marincounty.org/depts/bs/meeting-archive).

Grand Jury: Marin taxpayers have right to know about public employee pay deals

By Nels Johnson , Marin Independent Journal

marinij.com

The public has a right to know about how Marin's elected officials strike pay and benefit deals with public employees, the county's civil grand jury says.

The jury Thursday urged county supervisors and city councils across Marin to let taxpayers see how pay and benefit pacts progress and what they cost, giving them a chance to chime in before decisions are final — and making officials more accountable for the result.

The jury's report, "The Need for Labor Negotiation Transparency," urges officials to adopt a formal negotiation process used in Orange County, Beverly Hills and several other Southern California cities called Civic Openness In Negotiations, or COIN.

The program requires public agencies to hire independent professional negotiators and an outside auditor, issue a fiscal analysis of all pay and benefit proposals, and post details of tentative labor pacts at least two board meetings before they are adopted. After each proposal is accepted or rejected during closed-door negotiations involving labor and management, it is publicly disclosed, along with costs. Tentative agreements would be made public a week before their consideration, and a final agreement would be placed on the agenda for discussion for two consecutive meetings of the agency board, giving taxpayers time to weigh in.

"Although Marin County residents pay taxes to support decisions by the Marin County Board of Supervisors and the city and town councils, there are numerous times when no transparency into the background of those decisions is made to the public," the jury said.

The issue, as the jury framed it, is "What should be disclosed to the residents of Marin, and when?" More disclosure than now provided is needed, jurors concluded.

There is now little or no time for the public to react to city or county agenda announcements of labor pact deals, and little advance disclosure of fiscal impacts in a process that excludes taxpayers "until it is too late for a reasoned public dialogue," the jury observed.

Marin residents have "minimal opportunity" to review and comment on labor issues, and the COIN process can be put to work without affecting the manner in which tentative agreements are negotiated, the jury said.

The COIN process, it asserted, illuminates "decisions made during negotiations that lead to a tentative agreement." Negotiations are not held in public, and the program does not allow the public to negotiate. It does require periodic reports about proposals and their costs — and time for the public to react to a final package before it is adopted.

Advertisement

"The COIN process mandates transparency in government decision-making, allowing residents to be informed and to participate in public discussion of how their tax dollars are spent," the jury reported.

The panel urged the county board and local city councils to adopt COIN ordinances no later than July 1, 2016, including providing for independent negotiators and auditors, fiscal analysis, public disclosure and weeks-in-advance notice before agreements are adopted. It sought formal responses from the county

Marin's Citizens for Sustainable Pension Plans urged the county board to adopt the COIN plan in April but it drew heated protests from union representatives. County supervisors expressed lukewarm interest, calling aspects of the plan challenging but worth exploring.

Supervisor Judy Arnold at the time said supervisors will never "open existing contracts" and cut benefits. Arnold, questioned about the grand jury report Thursday, said she intended "to put the report where I put all jury reports," and then, told she would be quoted, added, "...in a bag to take home and read this weekend."

Roland Katz, head of the Marin Association of Public Employees, could not immediately be reached for comment Thursday, but made clear last April he was no fan of the COIN program.

Jody Morales, head of the sustainable pension group, was jubilant after reading the jury report, noting it will force elected officials at the Civic Center and in city halls across Marin to issue formal responses.

"We will now have answers as to how our elected officials feel about this critical issue," Morales told pension critics in an email blast. "We should all offer our thanks to this, and all grand juries, for their vigilance on our behalf."



Nels Johnson

Reach the author at njohnson@marinij.com or follow Nels on Twitter: [@NelsJohnsonNews](https://twitter.com/NelsJohnsonNews).

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Bill Hansell

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24 June 2015

District Manager Eric Dreikosen
Marinwood CSD Board of Directors,
Fire Commissioners, and P&R Commissioners
775 Miller Creek Road
San Rafael, CA 94903

Dear District Manager Dreikosen, Fellow Board Directors, and Commissioners,

Following my letter to the Board at the regular June meeting, I received emails in appreciation of the information distributed and asking for some other facts that were not highlighted regarding employee benefits. Attached is further information that the Board and Commissions should be familiar with for future discussions about economic planning for the District.

Given the extra retirement benefits that the Fire Department receives (overwhelmingly 3% at 50 versus the non-safety employees' typical 2% at 60%), you can see why the burden to the District of unfunded liabilities as noted in the actuarial report is far greater for the Fire Department than the rest of the District. This underscores the need for better negotiations in future union agreements and protection of the budget set-asides that have yet to be fully achieved.

I am emailing this directly to all Commissioners and asking the District Manager to include it in the next Board packet for the Directors so it is public record for upcoming discussions. Please let me know if you have any questions.

Sincerely,



Bill Hansell

2014 Benefits by Employee

	<u>Dept</u>	<u>PERS Retirement</u>	<u>Health Ins</u>	<u>Dental</u>	<u>Vision</u>	<u>Life</u>
			CSD pays:	CSD pays:	CSD pays:	CSD pays:
Anderson, Ross	Fire	3% at 55	80%	100%	100%	100%
Bagala, John	Fire	3% at 50	80%	100%	100%	100%
Brackett, Ryan	Fire	3% at 50	80%	100%	100%	100%
Correa, Cesar	Fire	3% at 50	80%	100%	100%	100%
Heine, Stephen	Fire	3% at 50	80%	100%	100%	100%
Papanikolaou, John	Fire	3% at 50	80%	100%	100%	100%
Roach, Tom	Fire	3% at 50	80%	100%	100%	100%
Selvitella, Brandon	Fire	3% at 50	80%	100%	100%	100%
Smith, Brian	Fire	3% at 50	80%	100%	100%	100%
Smith, Jeff	Fire	2.7% at 57	80%	100%	100%	100%
White, Joel	Fire	3% at 50	80%	100%	100%	100%
Bruton, Robyn	Rec	2% at 62	90%	100%	100%	100%
Collins, Paula	Rec	2% at 60	90%	100%	100%	100%
DeMarta, Shane	Rec	2% at 60	90%	100%	100%	100%
Fretwell, Luke	Rec	2% at 60	90%	100%	100%	100%
Chavez, Estavan	Park	2% at 60	90%	100%	100%	100%
Giron, Marco	Park	2% at 60	90%	100%	100%	100%
Sibbaluca, Victor	Park	2% at 60	90%	100%	100%	100%
Dreikosen, Eric	All	2 % at 62	90%	100%	100%	100%
Horne, Tom	All	2% at 60	90%	100%	100%	100%

Benefits Comparison – Safety/Non-Safety

Benefit	Safety	District Cost	Non-Safety	District Cost
Holidays	11			
Holiday Pay FY 2013	Yes	\$35,510	No	\$0.00
PERS Retirement Formula	3%@50		2%@60	
2013/2014 Employer Rate	32.49%		12.09%	
2013/2014 Employer Cost		\$341,189		\$66,848
Basis	Three Highest Years		Highest Year	
Long Term Disability	Yes	\$2,396/yr	No	\$0.00
Aflac Indemnity	Yes	\$5,500/yr	No	\$0.00

Fourteen-Year Comparison of Raises

• Fire Captain	56.2%
• Firefighter	48.3%
• Fire Chief	45.1%
• Senior Admin Asst.	43.8%
• Maintenance Worker II	36.7%
• Park Manager	31.7%
• District Manager	31.4%
• Recreation Director	31.2%
• Recreation Supervisor	17.2%

Employee Concessions

- Valuation of Employee Concessions – 2013
- Firefighters concessions amounted to an average of 8.9% of net salary per employee.
- Miscellaneous employee concessions amounted to 8.64% of net salary per employee.

RESOLUTION NO. 2015-06

**RESOLUTION AUTHORIZING EXECUTION OF
JOINT EXERCISE OF POWERS AGREEMENT II
RELATING TO THE MARINMAP PROJECT**

WHEREAS, the Board of Directors of the Marinwood Community Services District have not been members of or have not contributed to the MarinMap project while that project was administered by the Marin Telecommunications Agency;

WHEREAS, now, the administrative functions for MarinMap will be transferred to the Marin General Services Authority (MGSA);

WHEREAS, it is necessary to enter into a new agreement regarding MarinMap;

NOW, THEREFORE, the Marinwood Community Services District Board of Directors HEREBY execute the JOINT EXERCISE OF POWERS AGREEMENT II Relating to the MARINMAP PROJECT and authorize the District Manager or Fire Chief to sign all necessary documents.

VOTING BY THE BOARD

FOR:

AGAINST:

DATE:

ATTESTED TO:

By: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN SPECIAL DISTRICTS
REGARDING ALLOCATION OF COSTS FOR MARINMAP**

This Memorandum of Understanding (“MOU”) is effective _____ (date) 2015, by and between Novato Fire Protection District, Southern Marin Fire Protection District, Tiburon Fire Protection District, Kentfield Fire Protection District, Ross Valley Fire Protection District, Bolinas Fire Protection District, Marinwood Community Services District, Stinson Beach Fire Protection District, and Inverness Public Utilities District (individually referred to as “Party” and collectively the “Parties”).

Recitals

WHEREAS, MarinMap is a consortium of public agencies that manages regional GIS data for Counties, Cities and special districts to meet the informational needs of the public and each Member Agency in a cost-effective and efficient matter;

WHEREAS, the Parties enter into this MOU for the purpose of a joint membership in MarinMap as set forth in the Joint Exercise of Powers Agreement and its amendments;

WHEREAS, MarinMap will collectively charge the Parties \$10,000 for its joint membership; and

WHEREAS, it is appropriate for the Parties to enter into this MOU regarding operation of the joint membership and the allocation of the joint membership fee.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I: EFFECTIVE DATE AND TERM

The effective date of this MOU shall be _____.

This MOU shall commence on the Effective Date and shall remain in effect until any Party through formal action of its governing board determines in its sole and absolute discretion that it is necessary to withdraw from this MOU for any reason. The Party making the determination to withdraw from this MOU (“Withdrawing Party”) shall provide notice as set forth in Section VI below.

SECTION II: ROLES AND RESPONSIBILITIES OF PARTIES

- a. Each Party agrees to share in the MarinMap membership cost of \$10,000 annually based upon the population served by each Party.
- b. Each Party agrees that Table 1, as set forth in Section V below, adequately sets forth the population it serves and the cost percentage allocated to its agency.

- c. Each Party will ensure that its agency representative will attend regular meetings to discuss all aspects of this MOU.
- d. Each Party will pay its membership fee allocation no later than June 15th each calendar year.
- e. The Marin County Fire Chiefs Association shall serve as the Fiduciary Agent for the Fire Districts participating in the MarinMap MOU. The Marin County Fire Chiefs shall receive the invoice from MarinMap, process the annual payment, and collect each subscribers required payment as detailed in Table 1. The Marin County Fire Chiefs Association will make the payment pursuant to the Joint Exercise of Powers Agreement no later than July 1 each calendar year.
- f. Each Party will have its governing body authorize the Marin County Fire Chief Association's President to sign the Joint Exercise of Powers Agreement on the agencies behalf.

SECTION III: REGULAR MEETINGS

The Parties agree that the agencies will conduct regular meetings to discuss matters related to MarinMap. These meetings will be comprised of a representative from each Party. The Parties agree that the regular meetings may be conducted concurrently with the Marin County Fire Chief's Association meetings.

SECTION IV: REPRESENTATIVE

At its initial meeting, the Parties to this MOU shall elect an individual to serve as the representative for all of the Parties to serve on the MarinMap Steering Committee. Each Party shall have one vote toward the election of the representative. Each November, the Parties will elect a representative to serve for the following calendar year. The representative may serve multiple terms.

SECTION V: MEMBERSHIP FEES

Each Party understands that membership fees are due to the Marin County Fire Chiefs Association no later than June 15th of each calendar year. The membership fees allocated to each Party are set forth in Table 1. If any Party terminates Pursuant to Section VI below, the amounts due and owing by each Party will be adjusted according to population to ensure the full \$10,000 membership fee is collected. If any Party terminates pursuant to Section VI below, all other Parties agree that the MOU will remain in full force and effect until all Parties agree to terminate pursuant to Section VI below.

TABLE 1:

		Cost	\$10,000
	Population	Percentage	
Novato FPD	54,197	49.74%	\$4,974
Southern Marin FPD	28,700	26.34%	\$2,634
Tiburon FPD	7,459	6.85%	\$685
Kentfield FPD	6,485	5.95%	\$595
Ross Valley FPD	2,384	2.19%	\$219
Marinwood CSD	6,094	5.59%	\$559
Bolinas FPD	1,620	1.49%	\$149
Inverness PUD	1,381	1.27%	\$127
Stinson Beach FPD	632	.58%	\$58
Total	108,952	100%	\$10,000

SECTION VI: TERMINATION

Any Party that seeks to discontinue membership in MarinMap and this MOU shall notify all other Parties to this MOU in writing no later than April 31st at the addresses set forth below in Section VII. The termination will be effective June 15th of that calendar year. No amounts previously paid pursuant to Section V above will be credited or prorated to any Party that terminates as set forth in this Section.

SECTION VII: NOTICE

Notices shall be deemed effective on the date delivered if by personal service or overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be addressed to the respective Parties as follows:

Novato Fire Protection District
95 Rowland Way
Novato, CA 94945

Southern Marin Fire Protection District
308 Reed Blvd,
Mill Valley, CA 94941

Marin County Fire Department
33 Castlerock Avenue
Woodacre, CA 94973

Tiburon Fire Protection District
1679 Tiburon Blvd.
Tiburon, CA 94920

Kentfield Fire Department
1004 Sir Francis Drake Blvd.
Kentfield, CA 94904

Ross Valley Fire
777 San Anselmo Avenue
San Anselmo, CA 94960

Bolinas Fire Protection District
PO Box 126
Bolinas, CA 94924

Marinwood Community Services District
775 Miller Creek Road
San Rafael, CA 94903

Inverness Public Utilities District
PO Box 469
50 Inverness Way,
Inverness, CA 94937

SECTION VIII: INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Parties and its officers, officials, employees, agents and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") to anyone who may be injured or damaged by reason of the Party's negligence, recklessness or willful misconduct in the performance of this MOU or its failure to comply with any of its obligations contained in this MOU. A Party that provides a defense to Indemnitees under this Section shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this MOU.

SECTION IX: NOTIFICATION OF THIRD-PARTY ACTION

Each Party shall, within fifteen (15) calendar days, give the other Parties notice in writing of any action or suit filed or claim made against the other Parties that may result in litigation related in any way to the services performed pursuant to this MOU.

SECTION X: GOVERNING LAW AND VENUE

The law governing this MOU shall be that of the State of California. In the event that suit shall be brought by any party this MOU, the Parties agree that venue shall be exclusively vested in Marin County.

SECTION XI. COUNTERPARTS

This MOU may be signed in two or more counterparts, and all counterparts, taken together, constitute one instrument. A party may sign this agreement, or any counterpart, by signing a copy that has been signed by the other party and sent to the party signing by facsimile or as a scanned copy. The facsimile or scanned document signed in that way will be accepted as an original.

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS BEEN ENTERED INTO AS FOLLOWS:

NOVATO FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

SOUTHERN MARIN FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

TIBURON FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

KENTFIELD FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

ROSS VALLEY FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

BOLINAS FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

MARINWOOD COMMUNITY SERVICES DISTRICT

By: _____

Its _____

_____, 2015

STINSON BEACH FIRE PROTECTION DISTRICT

By: _____

Its _____

_____, 2015

INVERNESS PUBLIC UTILITIES DISTRICT

By: _____

Its _____

_____, 2015