

# Agenda for the Regular Meeting of the Marinwood CSD Board of Directors

## Tuesday – October 12, 2021 – 7:30 PM

**Internet Address:** <https://us02web.zoom.us/j/82314813460>

**Telephone Access:** 669) 900-6833 or 346) 248 7799 or 253) 215-8782

**Meeting ID:** 823 1481 3460

**ATTENTION: This will be a virtual meeting of the Marinwood CSD Board of Directors.** There will not be a public location for participating in this meeting. Any interested member of the public can participate telephonically or via internet by utilizing the web link or dial-in information printed on this agenda.

**Instructions on how to make a public comment during the meeting:** At points in the meeting when the meeting chair requests public comment, members of the public participating in the live meeting either via internet or telephone shall indicate their desire to speak. If participating via internet, please click the “raise hand” feature located within the Zoom application screen. If connected via telephone, please dial “\*9” (star, nine).

|           | Item Description:  | Board Action             |
|-----------|--|--------------------------|
| <b>A.</b> | <b>CALL TO ORDER &amp; ROLL CALL OF DIRECTORS</b>  |                          |
| <b>B.</b> | <b>Resolution No. 2021-08:</b> Making Finding That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely In Person and Declaring That the Board of Directors, Fire Commission and Park & Recreation Commission Will Continue to Meet Remotely In Order to Ensure the Health and Safety of the Public.   | Approve                  |
| <b>C.</b> | <b>AGENDA</b>  | Adopt                    |
| <b>D.</b> | <b>CONSENT CALENDAR</b><br>a. Draft Minutes of Regular Meeting of September 14, 2021 (Remote Meeting)<br>b. Draft Minutes of Special Meeting of October 5, 2021 (Remote Meeting)<br>c. Bills Paid Nos. 5754 – 5845   | Approve                  |
| <b>E.</b> | <b>PUBLIC COMMENT OPEN TIME FOR ITEMS NOT ON AGENDA</b><br><i>Speakers are asked to limit comments to three minutes. Speakers may comment only on non-agenda items within the subject matter jurisdiction of the District. The Board may not take action on, consider or debate items not on the agenda except under narrow circumstances meeting statutory tests. Response to comments on non-agenda items will be limited to factual information or clarifying questions from staff or Board. The President may refer the matter to staff or to a future meeting agenda.</i> |                          |
| <b>F.</b> | <b>DISTRICT MATTERS</b>  |                          |
|           | 1. Resolution No. 2021-09: Approving a Memorandum of Understanding Between Marinwood Community Services District and Marinwood Professional Firefighters Pertaining to Compensation and Working Conditions   | Approve                  |
|           | 2. District Manager Report   | Review                   |
| <b>G.</b> | <b>FIRE DEPARTMENT MATTERS</b>   |                          |
|           | 1. Agreement Between the County of Marin and Marinwood Community Services District for Fire Protection and Emergency Services to County Service Area 13  | Approve                  |
|           | 2. Agreement Between the County of Marin and Marinwood Community Services District for Fire Protection and Emergency Services for the Juvenile Hall Site   | Approve                  |
|           | 3. Discussion and Potential Appointment of Marinwood Board Director to Serve as Marinwood Representative(s) on the Marin Wildfire Prevention Authority Board of Directors  | Potential Appointment(s) |
|           | 4. Draft Minutes of Fire Commission Meeting of October 5, 2021   | Review                   |
|           | 5. Chief Officer Report and Activity Summary   | Review                   |
| <b>H.</b> | <b>PARK AND RECREATION MATTERS</b>   |                          |
|           | 1. Draft Minutes of Park & Recreation Commission Meeting of September 28, 2021   | Review                   |
|           | 2. Recreation and Park Maintenance Activity Reports  | Review                   |
| <b>I.</b> | <b>BOARD MEMBER ITEMS OF INTEREST - REQUESTS FOR FUTURE AGENDA ITEMS</b>   |                          |
| <b>J.</b> | <b>ADJOURN</b>   |                          |
|           | <b>DATE OF NEXT REGULAR BOARD MEETING – November 9, 2021</b>   |                          |

Requests for disability-related modifications or accommodations, aids or services may be made to the district office no later than 72 hours prior to the meeting by contacting (415) 479-0775

# Staff Report

**To:** Board of Directors  
**From:** Eric Dreikosen, District Manager  
**Date:** October 12, 2021  
**Re:** Resolution 2021-08: Continuation of Remote Meetings

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Directors,

Please see the included Resolution 2021-08.

During the early stages of the COVID-19 public health pandemic, the Governor of the State of California issued Executive Order N-29-20 temporarily suspending various provisions of the Brown Act thus allowing for legislative bodies of local government agencies to safely conduct virtual public meetings. The District successfully conducted virtual public meetings of the Board and Commissions beginning in May 2020 until present.

Assembly Bill 361 was introduced in February 2021 and signed into law by the Governor of California on September 16, 2021. AB 361 provides local agencies with the ability to continue meet remotely during proclaimed emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders.

Specifically, AB 361 more formally amends Section 54953 of the Brown Act to allow virtual public meetings through January 1, 2024 in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Currently, the Governor's proclaimed State of Emergency due to COVID-19 remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing.

Specific to our local region and the topic at hand, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

Additionally, taking into consideration the recommendation of the Director of Health and Human Services as it pertains specifically to indoor public meetings, a return to public meetings at this time could also present a barrier to public participation for those who feel the risk of attending the meeting in person remains significant enough to prevent them from doing so.

In accordance with the relevant facts and current status of the pandemic at both a State and local level, exercising the option to continue conducting remote meetings meets the requirements and intent of AB 361. Those facts notwithstanding, it is recommended by the District's legal counsel as well as the California Special District Association that the governing body of a local agency adopt a formal resolution to acknowledge the Declared Emergency (both State and Local when applicable) and formally declare the agency's intent to continue to conduct remote meetings. Resolution 2021-08 accomplishes this recommendation.

It is further recommended at this time, in accordance with AB 361, that no more than every 30 days the governing body make findings that the proclaimed emergency and/or social distancing recommendations continue to exist and re-declare the agency's intent to continue to meet remotely. As such, this topic will continue to be discussed at each upcoming Board meeting until either public health conditions improve to the degree where the requirements for remote meetings are no longer met or a further amendment is made to AB 361 extending the requirement to reaffirm the current conditions and remote meeting status no more than every 30 days.

**Staff Recommendation:** Approve Resolution 2021-08 as presented.

## **RESOLUTION NO. 2021-08**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF MARINWOOD COMMUNITY SERVICES DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND DECLARING THAT THE BOARD OF DIRECTORS, FIRE COMMISSION AND PARK & RECREATION COMMISSION WILL CONTINUE TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC**

**WHEREAS**, the Marinwood Community Services District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors, Fire Commission and Park & Recreation Commission; and

**WHEREAS**, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors, Fire Commission and Park & Recreation Commission meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

**WHEREAS**, the District cannot maintain adequate safe social distance between members of the public, Board and Commission members and staff in their respective meeting locations; and

**WHEREAS**, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and Commission meetings remotely.

**NOW, THEREFORE, THE MARINWOOD COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
  - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors, Commissions and District staff, and members of the public to meet safely in person; and
  - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors, Fire Commission and Park & Recreation Commission meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors on October 12, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MARINWOOD COMMUNITY SERVICES DISTRICT

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Bill Shea, President of the Board

ATTEST: \_\_\_\_\_  
Tiffany Combrink, Secretary to the Board

# Marinwood Community Services District

## Draft Minutes of Board of Directors Meeting Tuesday – September 14, 2021

**Time and Place:** 7:30PM via Teleconference

**Note:** *This meeting as well as prior meetings of the Board of Directors may be viewed in their entirety on the Marinwood YouTube channel here:* <https://www.youtube.com/channel/UC0dvM2PvtsEzE25eRAf4Jmg>

**Present:**

Board Members: President Bill Shea, Chris Case, Kathleen Kilkenny, Sivan Oyserman, and Lisa Ruggeri.

Staff: District Manager Eric Dreikosen, Acting Fire Chief Matt Windrem, Recreation Director Luke Fretwell and Administrative Assistant Tiffany Combrink.

**A. Call to Order & Roll Call of Directors**

President Shea called the meeting to order at 7:30pm.

The Board and Staff observed a moment of silence for former Marinwood staff member, Lucas Talbott.

**B. Agenda**

Agenda adopted as presented.

**C. Consent Calendar**

a. *Draft Minutes of Regular Meeting of August 10, 2021 (Remote Meeting)*

b. *Bills Paid Nos. 5659-5753*

Oyserman to approve/Kilkenny to second “consent calendar as presented.”

Aye: Shea, Kilkenny, Oyserman, Ruggeri. Abstain: Case. Motion carried.

**D. Public Comment Open Time for Items Not on Agenda:**

Board of Directors received public comment regarding:

- a. Improving access to park and open space.

**E. District Matters:**

1. *District Manager Report*

Board of Directors received District Manager Report

**F. Fire Department Matters:**

1. *Chief Officer Report and Activity Summary*

Board of Directors received Chief Officer Report from Acting Chief Matt Windrem.

2. *Date of Next Fire Commission Meeting – October 5, 2021*

**G. Park and Recreation Matters:**

1. *Draft Minutes of Park & Recreation Commission Meeting of August 24, 2021*

Board of Directors reviewed Draft Minutes of Park & Recreation Commission Meeting

2. *Potential Trail Along Miller Creek from Las Gallinas Ave to Marinwood Dr*

Board of Directors directed staff to explore the possibility of a trail feasibility study

3. *Recreation and Park Maintenance Activity Reports*

Board received Recreation and Park Maintenance Activity Report

4. *Date of Next Park & Recreation Commission Meeting – September 28, 2021*

**H. Board Member Items of Interest – Requests for Future Agenda Items**

- Director Ruggeri requests further discussion regarding unreliable cell service in case of emergency.
- Director Oyserman requests trail feasibility update and updated written report on Lassen Fire

Meeting adjourned at 9:57PM

Tiffany Combrink, Secretary

# Marinwood Community Services District

Draft Minutes of Board of Directors Special Meeting  
Tuesday – October 5, 2021

**Time and Place:** 8:30PM via Teleconference

**Present:**

Board Members: President Bill Shea, Chris Case, Kathleen Kilkenny, Sivan Oyserman, and Lisa Ruggeri.

Staff: District Manager Eric Dreikosen

**1. Call to Order**

President Shea called the meeting to order at 8:31pm.

**2. Public Comment on Agenda Item(s):**

No public comment was received

**3. Closed Session:**

*Conference with Labor Negotiators Section 54957.6. Agency designated representative: Eric Dreikosen.  
Represented Employees: Marinwood Professional Firefighters*

**4. Reconvene in Open Session:**

*Announcement of any reportable actions taken in Closed Session*

No reportable actions taken. Board gave direction to representative.

**5. Adjourn:**

Meeting adjourned at 9:14 PM

Eric Dreikosen



**MARINWOOD COMMUNITY SERVICES DISTRICT  
REQUEST FOR PAYMENT OF CLAIMS**

Treasury Fund 8067

Classes:  
Street lights  
Fire  
Recreation  
Park

Approved by the Board of Directors on October 12, 2021

| NO.  | DATE      | VENDOR                        | TOTAL<br>CLAIM | PURPOSE                    | Class        | GL Account | Job         | AMOUNT    |
|------|-----------|-------------------------------|----------------|----------------------------|--------------|------------|-------------|-----------|
| 5754 | 9/2/2021  | Mill Valley Refuse Service    | 1,236.68       | Porta potty Jul/Aug        | Park         | 5211220    | General     | 1,236.68  |
| 5755 | 9/2/2021  | AT&T                          | 90.95          | Internet - Aug             | Park         | 5210725    | General     | 90.95     |
| 5756 | 9/2/2021  | Jerry Mehcz                   | 2,150.40       | Tennis                     | Rec          | 5210146    | Tennis      | 2,150.40  |
| 5757 | 9/2/2021  | PG&E                          | 1,640.72       | Streetlights - Aug         | Streetlights | 5210825    | General     | 1,640.72  |
| 5758 | 9/2/2021  | Sprint                        | 141.30         | cell phones                | Fire         | 5210725    | General     | 141.30    |
| 5759 | 9/2/2021  | Marin Landscape Materials     | 951.55         | grounds maintenance        | Park         | 5220310    | General     | 951.55    |
| 5760 | 9/2/2021  | Ongaro & Sons                 | 1,225.11       | backflow repair            | Rec          | 5220310    | General     | 612.56    |
|      |           |                               |                |                            | Fire         | 5220310    | General     | 612.55    |
| 5761 | 9/2/2021  | DC Electric                   | 289.26         | Streetlight maint.         | Streetlights | 5210915    | General     | 289.26    |
| 5762 | 9/2/2021  | Steven Adams                  | 7,360.00       | resurface tennis courts    | Park         | 5220910    | General     | 7,360.00  |
| 5763 | 9/9/2021  | S&S Worldwide                 | 22.93          | Summer supplies            | Rec          | 5220819    | Summer      | 22.93     |
| 5764 | 9/10/2021 | Marinwood CSD                 | 91,328.16      | Fire salaries              | Fire         | 5110110    | General     | 29,496.70 |
|      |           |                               |                | Fire OT                    | Fire         | 5120110    | General     | 22,981.40 |
|      |           |                               |                | FLSA                       | Fire         | 5110319    | General     | 1,125.25  |
|      |           |                               |                | Acting Pay                 | Fire         | 5110310    | General     | 631.20    |
|      |           |                               |                | Admin Asst                 | Fire         | 5110110    | Admin       | 900.80    |
|      |           |                               |                | Admin Mgr                  | Fire         | 5110110    | Admin       | 2,310.40  |
|      |           |                               |                | Admin Asst                 | Rec          | 5110110    | Admin       | 900.80    |
|      |           |                               |                | Admin Asst                 | Park         | 5110110    | Admin       | 450.40    |
|      |           |                               |                | Admin Mgr                  | Rec          | 5110110    | Admin       | 1,155.20  |
|      |           |                               |                | Admin Mgr                  | Park         | 5110110    | Admin       | 1,155.20  |
|      |           |                               |                | Rec Dir                    | Rec          | 5110110    | General     | 2,571.52  |
|      |           |                               |                | Rec Dir                    | Park         | 5110110    | General     | 1,102.08  |
|      |           |                               |                | Rec salary                 | Rec          | 5110110    | General     | 7,276.80  |
|      |           |                               |                | Rec hourly                 | Rec          | 5110210    | General     | 868.00    |
|      |           |                               |                | Park salary                | Park         | 5110110    | General     | 4,507.20  |
|      |           |                               |                | Park hourly                | Park         | 5110210    | General     | 1,665.60  |
|      |           |                               |                | Pool staff                 | Rec          | 5110210    | Pool        | 7,251.91  |
|      |           |                               |                | Aquatics                   | Rec          | 5110210    | Aquatics    | 585.00    |
|      |           |                               |                | Summer                     | Rec          | 5110210    | Summer      | 141.00    |
|      |           |                               |                | Preschool                  | Rec          | 5110210    | Preschool   | 1,772.00  |
|      |           |                               |                | Afterschool                | Rec          | 5110210    | Afterschool | 2,349.50  |
|      |           |                               |                | PR fees                    | Fire         | 5210230    | General     | 333.98    |
|      |           |                               |                | PR fees                    | Rec          | 5210230    | General     | 169.40    |
|      |           |                               |                | PR fees                    | Park         | 5210230    | General     | 34.92     |
|      |           |                               |                | SS + Medicare              | Fire         | 5140140    | General     | 4,369.88  |
|      |           |                               |                | SS + Medicare              | Rec          | 5140140    | General     | 2,109.83  |
|      |           |                               |                | SS + Medicare              | Park         | 5140140    | General     | 471.30    |
|      |           |                               |                | EDU + SUI                  | Rec          | 5140145    | General     | 183.91    |
|      |           |                               |                | EDU + SUI                  | Rec          | 5140145    | General     | 29.99     |
|      |           |                               |                | Benefits withholding       | Park         | 2120066    | General     | -792.55   |
|      |           |                               |                | Benefits withholding       | Rec          | 2120066    | General     | -1,218.61 |
|      |           |                               |                | Benefits withholding       | Fire         | 2120066    | General     | -5,561.85 |
| 5765 | 9/10/2021 | Staples                       | 221.13         | office supplies            | Rec          | 5220110    | General     | 221.13    |
| 5766 | 9/10/2021 | Johnathan Lee                 | 117.96         | protective gear            | Park         | 5220810    | General     | 117.96    |
| 5767 | 9/10/2021 | Leslie's Pool Supplies        | 2,286.58       | pool chems                 | Rec          | 5220710    | Pool        | 2,286.58  |
| 5768 | 9/10/2021 | Cal-Steam                     | 730.52         | Irrigation maint.          | Park         | 5220310    | General     | 730.52    |
| 5769 | 9/10/2021 | Transbay Security Service     | 120.77         | keys                       | Rec          | 5220310    | General     | 120.77    |
| 5770 | 9/10/2021 | Pitney Bowes                  | 500.00         | postage                    | Rec          | 5220110    | General     | 472.00    |
|      |           |                               |                |                            | Fire         | 5220110    | General     | 28.00     |
| 5771 | 9/10/2021 | Brian Smith                   | 148.05         | AFLAC reimb Q2 FY20/21     | Fire         | 5130120    | General     | 148.05    |
| 5772 | 9/10/2021 | Project A                     | 40.00          | email hosting              | Fire         | 5220110    | General     | 20.00     |
|      |           |                               |                |                            | Rec          | 5220110    | General     | 20.00     |
| 5773 | 9/13/2021 | Airgas                        | 703.05         | pool chems                 | Rec          | 5220710    | Pool        | 703.05    |
| 5774 | 9/13/2021 | Gear Grid                     | 3,316.00       | FD lockers and accessories | Fire         | 5220310    | General     | 3,316.00  |
| 5775 | 9/13/2021 | All Star Rents                | 1,677.50       | Equipment rental           | Park         | 5211220    | General     | 1,677.50  |
| 5776 | 9/13/2021 | Grainger                      | 278.37         | supplies                   | Fire         | 5220810    | General     | 112.50    |
|      |           |                               |                | small engine fuel          | Fire         | 5220610    | General     | 124.87    |
|      |           |                               |                | office supplies            | Fire         | 5220110    | General     | 41.00     |
| 5777 | 9/13/2021 | Willscot                      | 615.27         | Mobile office - Sept       | Park         | 5220310    | General     | 615.27    |
| 5778 | 9/13/2021 | AFLAC                         | 26.50          | Disability Ins - Aug       | Park         | 5130120    | General     | 26.50     |
| 5779 | 9/13/2021 | State of CA - Dept of Justice | 64.00          | fingerprinting             | Rec          | 5210128    | General     | 64.00     |
| 5780 | 9/13/2021 | Studio Weeren                 | 180.00         | web maint Oct-Nov-Dec      | Park         | 5210122    | General     | 36.00     |
|      |           |                               |                |                            | Rec          | 5210122    | General     | 108.00    |
|      |           |                               |                |                            | Fire         | 5210122    | General     | 36.00     |
| 5781 | 9/13/2021 | SiteOne                       | 1,675.97       | Irrigation supplies        | Park         | 5220310    | General     | 1,675.97  |
| 5782 | 9/13/2021 | Marinwood CSD                 | 12,618.55      | Retire 09/10/2021          | Park         | 5130510    | General     | 1,120.26  |
|      |           |                               |                |                            | Rec          | 5130510    | General     | 1,917.18  |
|      |           |                               |                |                            | Fire         | 5130510    | General     | 9,581.11  |
| 5783 | 9/14/2021 | Marin Municipal Water Dist    | 6,191.03       | Water - July/Aug           | Fire         | 5210835    | General     | 264.52    |

| NO.  | DATE      | VENDOR                  | TOTAL CLAIM | PURPOSE                        | Class     | GL Account | Job         | AMOUNT    |
|------|-----------|-------------------------|-------------|--------------------------------|-----------|------------|-------------|-----------|
|      |           |                         |             |                                | Rec       | 5210835    | General     | 1,572.02  |
|      |           |                         |             |                                | Park      | 5210835    | General     | 4,354.49  |
| 5784 | 9/14/2021 | Hagel Services          | 749.72      | Janitorial supplies            | Rec       | 5220827    | Building    | 749.72    |
| 5785 | 9/14/2021 | Marin Ace               | 380.79      | supplies                       | Park      | 5220310    | General     | 304.41    |
|      |           |                         |             |                                | Fire      | 5220810    | General     | 76.38     |
| 5786 | 9/14/2021 | Murray Building         | 84,121.19   | Maint. Facility AFP #2         | Measure A | 5220910    | General     | 84,121.19 |
| 5787 | 9/15/2021 | Hansell Design          | 13,925.47   | Arch Services: Const Admin     | Measure A | 5220910    | General     | 13,925.47 |
| 5788 | 9/15/2021 | SolEd Solar Holdings    | 2,004.04    | Solar - Aug                    | Rec       | 5210810    | General     | 1,462.40  |
|      |           |                         |             |                                | Fire      | 5210810    | General     | 541.64    |
| 5789 | 9/15/2021 | Comcast                 | 126.39      | Cable - Sept                   | Fire      | 5210725    | General     | 126.39    |
| 5790 | 9/15/2021 | TIAA Commercial Finance | 672.45      | copier lease                   | Park      | 5220130    | General     | 67.25     |
|      |           |                         |             |                                | Rec       | 5220130    | General     | 403.47    |
|      |           |                         |             |                                | Fire      | 5220130    | General     | 201.73    |
| 5791 | 9/15/2021 | AT&T                    | 296.24      | Phones - Aug                   | Fire      | 5210725    | General     | 140.88    |
|      |           |                         |             |                                | Park      | 5210725    | General     | 22.16     |
|      |           |                         |             |                                | Rec       | 5210725    | General     | 133.20    |
| 5792 | 9/15/2021 | Marinwood CSD           | 47,260.76   | Health Ins - Oct               | Park      | 5130120    | General     | 10,648.11 |
|      |           |                         |             |                                | Rec       | 5130120    | General     | 7,744.20  |
|      |           |                         |             |                                | Fire      | 5130120    | General     | 28,868.45 |
| 5793 | 9/15/2021 | Kaiser Foundation Plan  | 85.00       | FF physicals                   | Fire      | 5140130    | General     | 85.00     |
| 5794 | 9/15/2021 | PG&E                    | 330.55      | Gas - Aug                      | Rec       | 5210810    | General     | 279.78    |
|      |           |                         |             |                                | Fire      | 5210810    | General     | 50.77     |
| 5795 | 9/15/2021 | Westamerica Bank        | 42,752.99   | FY21/22 fire engine pmt        | Fire      | 5211710    | General     | 37,976.44 |
|      |           |                         |             |                                | Fire      | 5211715    | General     | 4,776.55  |
| 5796 | 9/17/2021 | AT&T                    | 90.95       | internet - Sept                | Park      | 5210725    | General     | 90.95     |
| 5797 | 9/17/2021 | Pitney Bowes            | 341.38      | postage meter lease            | Park      | 5220110    | General     | 68.28     |
|      |           |                         |             |                                | Rec       | 5220110    | General     | 204.82    |
|      |           |                         |             |                                | Fire      | 5220110    | General     | 68.28     |
| 5798 | 9/17/2021 | Landesign               | 2,985.00    | landscape contractor           | Park      | 5211125    | General     | 2,985.00  |
| 5799 | 9/17/2021 | SDRMA                   | 227.70      | Life Ins - Oct                 | Fire      | 5130120    | General     | 92.85     |
|      |           |                         |             |                                | Park      | 5130120    | General     | 49.99     |
|      |           |                         |             |                                | Rec       | 5130120    | General     | 84.86     |
| 5800 | 9/17/2021 | CalPERS                 | 8,333.00    | CERBT Sept                     | Park      | 5130130    | General     | 3,250.00  |
|      |           |                         |             |                                | Rec       | 5130130    | General     | 583.00    |
|      |           |                         |             |                                | Fire      | 5130130    | General     | 4,500.00  |
| 5801 | 9/22/2021 | US Bank Corp Pmt Svcs   | 12,323.33   | officer class - J Smith        | Fire      | 5211315    | General     | 880.00    |
|      |           |                         |             | online meeting subscription    | Fire      | 5211325    | General     | 27.49     |
|      |           |                         |             | supplies                       | Fire      | 5220810    | General     | 256.18    |
|      |           |                         |             | vehicle maint.                 | Park      | 5210910    | General     | 323.97    |
|      |           |                         |             | online meeting subscription    | Park      | 5211325    | General     | 13.75     |
|      |           |                         |             | grounds maintenance            | Park      | 5220310    | General     | 275.11    |
|      |           |                         |             | staff meeting supplies         | Rec       | 5211325    | Aquatics    | 119.03    |
|      |           |                         |             | cleaning supplies              | Rec       | 5220827    | Building    | 50.81     |
|      |           |                         |             | staff recruitment              | Rec       | 5210122    | General     | 558.17    |
|      |           |                         |             | meeting supplies/subscriptio   | Rec       | 5211325    | General     | 222.95    |
|      |           |                         |             | office supplies, subscriptions | Rec       | 5220110    | General     | 226.81    |
|      |           |                         |             | staff training supplies        | Rec       | 5211325    | Pool        | 148.48    |
|      |           |                         |             | pool maintenance               | Rec       | 5220215    | Pool        | 266.68    |
|      |           |                         |             | pool chems                     | Rec       | 5220710    | Pool        | 305.37    |
|      |           |                         |             | pool supplies                  | Rec       | 5220819    | Pool        | 250.48    |
|      |           |                         |             | vending supplies               | Rec       | 5220826    | Pool        | 2,492.65  |
|      |           |                         |             | preschool supplies             | Rec       | 5220819    | Preschool   | 266.85    |
|      |           |                         |             | Summer supplies                | Rec       | 5220819    | Summer      | 5,400.66  |
|      |           |                         |             | Afterschool supplies           | Rec       | 5220819    | Afterschool | 210.15    |
|      |           |                         |             | supplies                       | Rec       | 5220819    | Summer      | 27.74     |
| 5802 | 9/22/2021 | Home Depot              | 909.36      | Park maintenance               | Park      | 5220310    | General     | 909.36    |
| 5803 | 9/22/2021 | Marin Resource Recovery | 258.50      | debris dump                    | Park      | 5210815    | General     | 258.50    |
| 5804 | 9/22/2021 | Marin Sanitary Service  | 2,164.96    | Garbage Aug 2021               | Park      | 5210815    | General     | 1,515.47  |
|      |           |                         |             |                                | Rec       | 5210815    | General     | 432.99    |
|      |           |                         |             |                                | Fire      | 5210815    | General     | 216.50    |
| 5805 | 9/23/2021 | VSP                     | 387.94      | Vision - Oct                   | Fire      | 5130120    | General     | 237.33    |
|      |           |                         |             |                                | Park      | 5130120    | General     | 73.04     |
|      |           |                         |             |                                | Rec       | 5130120    | General     | 77.57     |
| 5806 | 9/23/2021 | Delta Dental            | 2,105.84    | Dental - Oct                   | Fire      | 5130120    | General     | 1,337.80  |
|      |           |                         |             |                                | Park      | 5130120    | General     | 339.78    |
|      |           |                         |             |                                | Rec       | 5130120    | General     | 428.26    |
| 5807 | 9/23/2021 | Marinwood CSD           | 82,878.06   | Fire salaries                  | Fire      | 5110110    | General     | 28,845.28 |
|      |           |                         |             | Fire OT                        | Fire      | 5120110    | General     | 10,192.76 |
|      |           |                         |             | FLSA                           | Fire      | 5110319    | General     | 1,101.98  |
|      |           |                         |             | Acting Pay                     | Fire      | 5110310    | General     | 96.96     |
|      |           |                         |             | 4850 pay                       | Fire      | 5110110    | General     | 651.42    |
|      |           |                         |             | Holiday pay                    | Fire      | 5110313    | General     | 3,411.12  |
|      |           |                         |             | Admin Asst                     | Fire      | 5110110    | Admin       | 900.80    |
|      |           |                         |             | Admin Mgr                      | Fire      | 5110110    | Admin       | 2,310.40  |
|      |           |                         |             | Admin Asst                     | Rec       | 5110110    | Admin       | 900.80    |

|        |           | TOTAL                        |            |                                |              |            |             |           |
|--------|-----------|------------------------------|------------|--------------------------------|--------------|------------|-------------|-----------|
| NO.    | DATE      | VENDOR                       | CLAIM      | PURPOSE                        | Class        | GL Account | Job         | AMOUNT    |
|        |           |                              |            | Admin Asst                     | Park         | 5110110    | Admin       | 450.40    |
|        |           |                              |            | Admin Mgr                      | Rec          | 5110110    | Admin       | 1,155.20  |
|        |           |                              |            | Admin Mgr                      | Park         | 5110110    | Admin       | 1,155.20  |
|        |           |                              |            | Rec Dir                        | Rec          | 5110110    | General     | 2,571.52  |
|        |           |                              |            | Rec Dir                        | Park         | 5110110    | General     | 1,102.08  |
|        |           |                              |            | Rec salary                     | Rec          | 5110110    | General     | 7,276.80  |
|        |           |                              |            | Rec hourly                     | Rec          | 5110210    | General     | 344.00    |
|        |           |                              |            | Park salary                    | Park         | 5110110    | General     | 4,507.20  |
|        |           |                              |            | Park hourly                    | Park         | 5110210    | General     | 1,165.92  |
|        |           |                              |            | Pool staff                     | Rec          | 5110210    | Pool        | 7,935.42  |
|        |           |                              |            | Aquatics                       | Rec          | 5110210    | Aquatics    | 675.00    |
|        |           |                              |            | Preschool                      | Rec          | 5110210    | Preschool   | 4,391.00  |
|        |           |                              |            | Afterschool                    | Rec          | 5110210    | Afterschool | 2,369.50  |
|        |           |                              |            | Youth                          | Rec          | 5110210    | Youth       | 117.50    |
|        |           |                              |            | PR fees                        | Fire         | 5210230    | General     | 157.55    |
|        |           |                              |            | PR fees                        | Rec          | 5210230    | General     | 109.60    |
|        |           |                              |            | PR fees                        | Park         | 5210230    | General     | 18.50     |
|        |           |                              |            | SS + Medicare                  | Fire         | 5140140    | General     | 3,560.02  |
|        |           |                              |            | SS + Medicare                  | Rec          | 5140140    | General     | 2,328.99  |
|        |           |                              |            | SS + Medicare                  | Park         | 5140140    | General     | 433.08    |
|        |           |                              |            | EDU + SUI                      | Rec          | 5140145    | General     | 194.07    |
|        |           |                              |            | EDU + SUI                      | Rec          | 5140145    | General     | 21.00     |
|        |           |                              |            | Benefits withholding           | Park         | 2120066    | General     | -792.55   |
|        |           |                              |            | Benefits withholding           | Rec          | 2120066    | General     | -1,218.61 |
|        |           |                              |            | Benefits withholding           | Fire         | 2120066    | General     | -5,561.85 |
| 5808   | 9/23/2021 | Marinwood CSD                | 13,507.05  | Retire 09/24/2021              | Park         | 5130510    | General     | 1,120.26  |
|        |           |                              |            |                                | Rec          | 5130510    | General     | 1,917.18  |
|        |           |                              |            |                                | Fire         | 5130510    | General     | 10,469.61 |
| 5809   | 9/24/2021 | Ryan Brackett                | 277.27     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 277.27    |
| 5810   | 9/24/2021 | Cesar Correa                 | 277.27     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 277.27    |
| 5811   | 9/24/2021 | Sean Day                     | 242.41     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 242.41    |
| 5812   | 9/24/2021 | William Kelly                | 277.27     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 277.27    |
| 5813   | 9/24/2021 | John Papanikolaou            | 259.07     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 259.07    |
| 5814   | 9/24/2021 | Brandon Selvitella           | 253.96     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 253.96    |
| 5815   | 9/24/2021 | Brian Smith                  | 148.05     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 148.05    |
| 5816   | 9/24/2021 | Jeff Smith                   | 247.24     | AFLAC reimb Q1 FY21/22         | Fire         | 5130120    | General     | 247.24    |
| 5817   | 9/24/2021 | National Academy of Athletic | 1,509.20   | Afterschool sports             | Rec          | 5210146    | Youth       | 1,509.20  |
| 5818   | 9/24/2021 | Lindsey Atnip                | 338.00     | refund youth programs          | Rec          | 4631922    | Youth       | 338.00    |
| 5819   | 9/24/2021 | Robyn Bruton                 | 100.99     | supplies reimb.                | Rec          | 5220819    | Preschool   | 100.99    |
| 5820   | 9/24/2021 | One Putt Enterprises         | 306.60     | Youth golf Fall 2021           | Rec          | 5210146    | Youth       | 306.60    |
| 5821   | 9/29/2021 | CPRS                         | 170.00     | CPRS membership                | Rec          | 5211330    | General     | 170.00    |
| 5822   | 9/29/2021 | C.A.P.F.                     | 265.50     | LTD - Sept                     | Fire         | 5130120    | General     | 265.50    |
| 5823   | 9/29/2021 | Master Sim                   | 900.00     | TKD Sept                       | Rec          | 5210146    | Youth       | 900.00    |
| 5824   | 9/29/2021 | AFLAC                        | 26.50      | Disability Ins - Sept          | Park         | 5130120    | General     | 26.50     |
| 5825   | 9/29/2021 | DC Electric                  | 289.26     | Streetlight maint.             | Streetlights | 5210915    | General     | 289.26    |
| 5826   | 9/29/2021 | County of Marin              | 263.23     | gas - Aug                      | Park         | 5220610    | General     | 263.23    |
| 5827   | 9/29/2021 | Pet Waste Eliminator         | 259.80     | pet waste bags                 | Park         | 5220810    | General     | 259.80    |
| 5828   | 9/29/2021 | National Appliance           | 489.90     | appliance repair               | Fire         | 5220310    | General     | 489.90    |
| 5829   | 9/29/2021 | Mill Valley Refuse Service   | 648.03     | porta potty Sept               | Park         | 5211220    | General     | 648.03    |
| 5830   | 9/29/2021 | Staples                      | 177.85     | office supplies                | Rec          | 5220110    | General     | 177.85    |
| 5831   | 9/29/2021 | A&S Landscape Materials      | 120.18     | grounds maintenance            | Park         | 5220310    | General     | 120.18    |
| 5832   | 9/29/2021 | SiteOne                      | 1,218.22   | Irrigation supplies            | Park         | 5220310    | General     | 1,218.22  |
| 5833   | 9/30/2021 | PG&E                         | 1,106.90   | electric - Aug                 | Rec          | 5210810    | General     | 950.54    |
|        |           |                              |            |                                | Fire         | 5210810    | General     | 13.14     |
|        |           |                              |            |                                | Park         | 5210810    | General     | 143.22    |
| 5834   | 9/30/2021 | Kovatch Mobile Equip         | 927.12     | vehicle maint.                 | Fire         | 5220210    | General     | 927.12    |
| 5835   | 9/30/2021 | Got Gophers                  | 275.00     | Pest control                   | Park         | 5211532    | General     | 275.00    |
| 5836   | 9/30/2021 | Willscot                     | 615.27     | Mobile office - Oct            | Park         | 5220310    | General     | 615.27    |
| 5837   | 9/30/2021 | LACO Associates              | 982.50     | Special inspection/testing fee | Measure A    | 5220910    | General     | 982.50    |
| 5838   | 9/30/2021 | Jerry Mehcz                  | 6,835.68   | Tennis                         | Rec          | 5210146    | Tennis      | 6,835.68  |
| 5839   | 9/30/2021 | Ann McBride                  | 241.50     | Irish Dance                    | Rec          | 5210146    | Youth       | 241.50    |
| 5840   | 9/30/2021 | Comcast                      | 139.92     | internet - Sept                | Fire         | 5210725    | General     | 69.96     |
|        |           |                              |            |                                | Rec          | 5210725    | General     | 69.96     |
| 5841   | 9/30/2021 | Project A                    | 40.00      | email hosting                  | Fire         | 5220110    | General     | 20.00     |
|        |           |                              |            |                                | Rec          | 5220110    | General     | 20.00     |
| 5842   | 9/30/2021 | Comcast                      | 126.39     | Cable - Oct                    | Fire         | 5210725    | General     | 126.39    |
| 5843   | 9/30/2021 | PG&E                         | 1,638.17   | Streetlights - Sept            | Streetlights | 5210825    | General     | 1,638.17  |
| 5844   | 9/30/2021 | Rafael Lumber                | 1,174.81   | Park maintenance               | Park         | 5220310    | General     | 1,174.81  |
| 5845   | 9/30/2021 | All Star Rents               | 593.87     | Equipment rental               | Park         | 5210220    | General     | 593.87    |
| TOTAL: |           |                              | 480,929.90 | 480,929.90                     |              |            |             |           |

Total by Department:

|                 |            |
|-----------------|------------|
| Streetlights    | 3,857.41   |
| Fire Department | 211,504.92 |

| NO. | DATE | VENDOR | TOTAL<br>CLAIM | PURPOSE | Class                 | GL Account | Job | AMOUNT     |
|-----|------|--------|----------------|---------|-----------------------|------------|-----|------------|
|     |      |        |                |         | Recreation Department |            |     | 102,257.26 |
|     |      |        |                |         | Park Department       |            |     | 64,281.15  |

# Staff Report

**To:** Board of Directors  
**From:** Eric Dreikosen, District Manager  
**Date:** October 12, 2021  
**Re:** Resolution 2021-09: Approval of MOU with Marin Professional Firefighters

---

Directors,

Please see the included Resolution 2021-09, the associated proposed Memorandum of Understanding (MOU) between Marinwood Community Services District and the Marinwood Professional Firefighters and all respective MOU appendices and attachments.

The Marinwood Professional Firefighters (MPF) consists of nine (9) employees in the Marinwood CSD Fire Department. As a recognized labor group, the District is required to negotiate in good faith an MOU pertaining to wages and working conditions at a minimum of every year in accordance with the Meyers-Milias-Brown Act (MMBA). The requirement to negotiate every year can be waived in the event both parties agree to a multi-year MOU as a result of negotiations.

The most recent MOU for MPF, which was multi-year, expired on June 30, 2021. Over the past several months, representatives of the District and MPF have met in good faith and worked cooperatively to negotiate the terms of a successor MOU. The parties reached a tentative agreement on a proposed multi-year successor MOU which has since forth been ratified by the MPF membership. The proposed successor MOU is now presented to the Board of Directors for consideration and formal approval via Resolution 2021-09.

Highlights and summary of the proposed MOU are as follows:

1. **Term of the Agreement:** July 1, 2021 – June 30, 2024 (three years)
2. **Wage Increase:** Base salary levels for each year and represented firefighter classification are included as Appendix A to the MOU. Base salary increase percentages for each represented firefighter classification including the effective date for each year are as follows:

| <u>Firefighter-Paramedic</u> | <u>Engineer</u>        | <u>Captain</u>         |
|------------------------------|------------------------|------------------------|
| Year 1: 2.50% (7/1/21)       | Year 1: 4.50% (7/1/21) | Year 1: 3.50% (7/1/21) |
| Year 2: 2.00% (7/1/22)       | Year 2: 4.25% (7/1/22) | Year 2: 3.50% (7/1/22) |
| Year 3: 2.00% (7/1/23)       | Year 2: 4.00% (7/1/23) | Year 3: 4.00% (7/1/23) |

3. **Non-Economic Impact Items:**

- Special Assignments: Elimination of “Maintenance” special assignment to be replaced with “Fire Staff Administrative” special assignment.
- Vacation Sell-Back: Change in terms as to when intent to sell-back must be submitted in accordance with recent IRS regulations.
- General Language Revisions: Edits to outdated and/or incorrect references to Government Code Sections and Medical Health Plan. Elimination of Credit Union membership benefit.

**Fiscal Impact:**

The chart below illustrates the incremental fully-burdened cost of the proposed MOU compared to current budget projections:

|                                | <b><u>Incremental<br/>FY 2021-22</u></b> | <b><u>Incremental<br/>FY 2022-23</u></b> | <b><u>Incremental<br/>FY 2023-24</u></b> |
|--------------------------------|--|--|--|
| <b>Wages:</b>                  |  |  |  |
| Salary/Compensation            | \$31,229                                 | \$30,784                                 | \$32,675                                 |
| <b>Other Costs:</b>            |  |  |  |
| Pension*                       | \$5,984                                  | \$5,974                                  | \$6,397                                  |
| Taxes (FICA, W/C)              | \$4,852                                  | \$4,783                                  | \$5,077                                  |
| <b>Total Incremental Cost:</b> | <b>\$42,064</b>                          | <b>\$41,541</b>                          | <b>\$44,148</b>                          |

*\*Incremental pension cost results are only from the negotiated wage increase impact on "normal" pension contributions and does not include costs associated with potential future discount rate changes implemented by CalPERS or potential UAL impacts due to CalPERS future investment earnings.*

While the total incremental costs across all subject fiscal years is \$126,753, the increases are compounding with each year. As such, the projected total cost of the above wages and associated cost increases is \$253,422 at the time of fiscal year-end 2023-2024.

Recognizing that the Marinwood CSD Fire Department is the smallest fire department in the County in terms of total staffing and total budget, it should be noted that currently Marinwood firefighters are amongst the lowest paid firefighters of any of the County's ten (10) professionally staffed fire departments. Even with the proposed wage increases, Marinwood firefighters will nevertheless remain at or near the lowest paid professional firefighters in the County in regards to both wages and total compensation.

**Staff Recommendation:** Adopt Resolution 2021-09 as presented to approve the proposed MOU between the Marinwood Community Services District and the Marinwood Professional Firefighters for the term effective July 1, 2021 through June 30, 2024.

**RESOLUTION NO. 2021-09**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARINWOOD COMMUNITY SERVICES DISTRICT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND MARINWOOD PROFESSIONAL FIREFIGHTERS PERTAINING TO COMPENSATION AND WORKING CONDITIONS (JULY 1, 2021 THROUGH JUNE 30, 2024)**

**WHEREAS**, the Marinwood Professional Firefighters (MPF) labor agreement with the Marinwood Community Services District (District) expired on June 30, 2021; and

**WHEREAS**, the District and representatives of MPF have met and conferred in good faith with regards to wages, hours and working conditions in accordance with the provisions of the Myers-Milias-Brown Act; and

**WHEREAS**, a Memorandum of Understanding ("MOU") pertaining to the three-year period from July 1, 2021 through June 30, 2024 has been ratified by MPF members; and

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MARINWOOD COMMUNITY SERVICES DISTRICT DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1: From and after the date of adoption of this Resolution, the Marinwood Community Services District and the Marinwood Professional Firefighters (MPF) shall utilize the MOU for the period beginning July 1, 2021, attached hereto, as the official document of reference respecting compensation and working conditions for employees represented by MPF.

Section 2: The schedules describing classes of positions and salary ranges are attached to said MOU and, together with the MOU itself, are hereby adopted and shall be attached hereto and incorporated in full.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors on October 12, 2021 by the following vote:

AYES:

NOES:

ABSENT:

MARINWOOD COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Bill Shea, President of the Board

ATTEST: \_\_\_\_\_  
Tiffany Combrink, Secretary to the Board

**BINDING MEMORANDUM OF UNDERSTANDING**  
**Between**  
**MARINWOOD FIREFIGHTERS' LOCAL 1775**  
**And**  
**MARINWOOD COMMUNITY SERVICES DISTRICT**

Adopted \_\_\_\_\_



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**Between**  
**MARINWOOD FIREFIGHTERS' LOCAL 1775**  
**And**  
**MARINWOOD COMMUNITY SERVICES DISTRICT**

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## **1.1. PREAMBLE**

This Memorandum is entered into by and between the MARINWOOD COMMUNITY SERVICES DISTRICT, hereinafter referred to as the District, and the MARINWOOD FIREFIGHTERS' LOCAL 1775, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter known as the Union.

It is the purpose of this binding Memorandum to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences, which may arise; and to establish proper standards of wages, hours and other terms and conditions of employment.

## **1.1.2. RECOGNITION**

The District recognizes the Union as the bargaining agent for all probationary and permanent employees, except the Chief, who are members of the Union and whose employment is not limited to a period of six months or less.

## **1.2. DISCRIMINATION**

The District agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union. The District and the Union agree that there shall be no discrimination against any employee because of race, creed, religion or membership in organizations other than the Union or non-membership in the Union itself.

## **1.4.1. SAVINGS CLAUSE**

If any provision of this Memorandum, or the application of such provision, including any appendices hereto, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

## **1.5. STRIKES AND LOCKOUTS**

During the term of this Memorandum of Understanding and during the negotiation process for a successor agreement, the District agrees that it will not lock-out employees, and the Association agrees that it will not agree to, encourage, or approve any strike, slow down or other concerted activity. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

## **1.7.3. DURATION OF MEMORANDUM**

The term of this Agreement shall be July 1, 2021 to June 30, 2024 and any subsequent negotiations between the Parties for a successor Memorandum of Understanding.

The Parties shall begin negotiations for a successor Memorandum of Understanding around January 2024.

## **1.8. JOB CLASSIFICATIONS**

### **1.8.1. CAPTAIN AND ACTING CAPTAIN**

The District has adopted the positions of Captain and Acting Captain as set forth in the attached Job Descriptions. Appointment to the position of Captain shall be based upon competitive examinations which test for the criteria set forth in the Captain job description and authorities describing the requirements for that job classification. The Base Pay Rate for Captains shall be as set forth in Appendix A.

The Chief may designate a Firefighter, Firefighter-Paramedic or an Engineer to act as an Acting Captain. An Acting Captain shall be paid at the Fire Captain salary step that matches the employee's current Firefighter, Firefighter-Paramedic or Engineer salary step during all shifts worked as an Acting Captain. An Acting Captain shall meet the minimum requirements as set forth in the Acting Captain job description. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

### **1.8.3. ENGINEER AND ACTING ENGINEER**

The District has adopted the positions of Engineer and Acting Engineer as set forth in the attached Job Descriptions. Appointment to the position of Engineer shall be based upon competitive examinations which test for the criteria set forth in the Engineer job description and authorities describing the requirements for that job classification. The Base Pay rate for Engineers shall be as set forth in Appendix A.

The Chief may designate a Firefighter or Firefighter-Paramedic to act as an Acting Engineer. An Acting Engineer shall be paid at the Engineer salary step that matches the employee's current Firefighter or Firefighter-Paramedic salary step during all shifts worked as an Acting Engineer. An Acting Engineer shall meet the minimum requirements as set forth in the Acting Engineer job description. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

### **1.8.5. FIREFIGHTER-PARAMEDIC**

The District has adopted the position of Firefighter-Paramedic as set forth in the attached job description. The Pay Rate for Firefighter-Paramedic shall be ten percent (10%) above the top-step Basic Monthly Pay Rate for Firefighters.

Firefighter-Paramedics in this classification will receive reimbursement from the District for the maintenance of their Paramedic license. The District will reimburse the employee after the employee provides proof of attendance or successful completion of each State approved Paramedic continuing education class. Reimbursement will not exceed 48 hours every two years at the rate of one and one-half (1-1/2) times their hourly rate and will also be reimbursed for tuition and books required.

### **1.8.7. EMERGENCY MEDICAL TECHNICIAN - FS**

The District will pay the costs of fees and books for Emergency Medical Technician-FS courses or provide the training on the job. Although Emergency Medical Technician-FS is not required for firefighters hired before July 1, 1979, the District encourages all firefighters to maintain EMT-FS certification. All qualified firefighters holding a current EMT-FS certificate shall be paid the sum of \$30.00 per month, which shall be included in the base pay for EMT firefighter as of July 1, 1995. Both Parties, Union and District, acknowledge that all forms of EMT Pay have been incorporated into the Base Pay Schedule.

### **2.1.2. PAYROLL DEDUCTION OF UNION DUES**

The District agrees to deduct monthly union dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The District shall remit the total amount of union dues deductions each month to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Memorandum, except that any employee shall have the right to cancel his authorization at any time, and payroll deductions for this purpose shall be terminated in the following months. No employee shall be required to pay an involuntary agency shop fee.

### **2.1.3. UNION BUSINESS**

The District shall allow employee representatives of the Union reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the District representatives on matters within the scope of representation. (Ref: Government Code Section 3505.3.)

### **2.2. MANAGEMENT RIGHTS**

The District's exclusive rights which are not subject to meet and confer include but are not limited to:

- 1) Determine the District's mission and that of its constituent departments.
- 2) Set standards and levels of service.
- 3) Determine the procedures and standards for hiring of employees.

- 4) Determine the procedures and standards for promotion of employees.
- 5) Direct employees and assign work on a day-to-day basis.
- 6) Establish and enforce uniform, dress and grooming standards.
- 7) Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons.
- 8) Create efficiency in District operations.
- 9) Determine the means and methods to be used to achieve standards and levels of service.
- 10) Determine the numbers, skill-types and organization of the District's workforce.
- 11) Determine job classifications and descriptions.
- 12) Determine means and methods to finance District operations.
- 13) Determine facilities, technology and equipment used by the District.
- 14) Contract for any service or work needed by the District.
- 15) Schedule employees and work.
- 16) Establish performance standards, evaluations and improvement plans.
- 17) Discharge and discipline employees.
- 18) Take all lawful necessary actions to fulfill its mission during an emergency.

The District must meet and confer with the Union concerning the impacts on negotiable wages, working hours, terms of employment and/or working conditions of its exercise of any management right.

### **3. WAGES**

The wage schedule is set forth in Appendix A to this Memorandum of Understanding and is hereby incorporated by reference. Step EE shall only apply to Firefighters, Firefighter-Paramedics, Engineers, and Captains who have completed ten (10) years of service with the Marinwood Fire Department.

Base pay rates will increase as follows:

1. Initial Wage Increase  
 2.5% for Firefighter / Firefighter-Paramedic  
 4.5% for Engineer  
 3.5% for Fire Captain

These increases shall be retroactive to the first full pay period in July 2021.

2. Fiscal Year 2022-2023  
 2.0% for Firefighter / Firefighter-Paramedic  
 4.25% for Engineer  
 3.5% for Fire Captain

These increases take effect the first full pay period in July 2022.

3. Fiscal Year 2023-2024  
 2.0% for Firefighter / Firefighter-Paramedic  
 4.0% for Engineer  
 4.0% for Fire Captain

These increases take effect the first full pay period in July 2023.

### **3.3. COLLEGE INCENTIVE PAY**

Full-time regular firefighters shall receive college incentive pay as follows: 2.5% above the base rate for Firefighter, Firefighter-Paramedic, Engineer, or Captain for 15 units in fire technology, and 5% for 30 units in fire technology, an Associate's Degree in fire technology or a Vocational Specialist Certificate in fire technology. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

### **3.4. WORKING OUT OF CLASS**

Any person covered by this Memorandum who is designated as the Officer-in-Charge in the absence of the Chief shall be paid an additional ten percent (10%) while so acting for all days served in that capacity when the appointment is for four consecutive days or more. Weekends and holidays shall not be included within the meaning of four consecutive days for the purpose of computing the ten percent premium pay as Officer-in-Charge, since the Chief is not on duty at those times, but they also shall not constitute an interruption of the "four consecutive days" where the number of days immediately preceding and immediately following the weekend or holiday total four or more. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

### **3.5. SPECIAL ASSIGNMENTS**

The District shall pay an additional two percent (2%) above the base monthly pay rate for Firefighter, Firefighter-Paramedic, Engineer or Captain, at the employee's current step, to personnel assigned Fire Prevention, Training, and Fire Staff Administrative Special Assignment duties. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

#### **3.6.1. UNIFORMS**

The District shall purchase for each firefighter up to two pairs of pants and two shirts per year. The District shall also purchase for each firefighter one jacket and one belt no more than once every three years. The District shall provide a Class A uniform for each firefighter after the first year of service as a regular, full-time firefighter. Clothing furnished shall comply with the specifications for Class A and Class B uniforms contained in Chapter IV, Section 2, of the Marinwood Fire Department Rules and Regulations. The District at the discretion of the Fire Chief may replace clothing damaged in the line of duty.

In accordance with Government Code and the California Code of Regulations, the annual value of eligible uniform components – two shirts and two pairs of pants – shall be reported to CalPERS on a per pay period basis as a statutory item of special compensation for all "classic" safety plan members hired prior to January 1, 2013 in an amount not to exceed \$458 annually. All required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

#### **3.6.2. CALL-BACK PAY**

All employees covered by the terms of this Memorandum who are called back to work from off-duty by the Chief or his representative shall be paid not less than the basic rate of pay, plus incentives, for one and one-half hours.

#### **3.6.3. MILEAGE ALLOWANCE**

Employees required to use their private vehicles for Fire Department business shall be compensated at the rate provided by the Internal Revenue Service.

#### **3.6.4. ADDITIONAL COMPENSATION - LONG TERM DISABILITY**

The District pays the premium for California Association of Professional Firefighters Long-Term Disability Insurance "24.50 Safety Group Plan (Plan A)".

### **4. OTHER BENEFITS**

BENEFITS CARE NETWORK (BCN): The Marinwood Professional Firefighters have contracted with BCN for coordination of benefits. The cost of the program is paid by the employee.

PER ONLINE EXPOSURE REPORTING: Marinwood Professional Firefighters have the option of paying \$15.00 per year for the California Professional Firefighters PER Online program. The cost of the program is paid by the participating employee.

#### **4.2.1. GROUP INSURANCE**

HEALTH INSURANCE: The District shall pay 80% of the CalPERS Kaiser Permanente Health Plan medical insurance basic monthly premium for the CalPERS Region in which Marin County is assigned for Employee Subscriber, Employee Subscriber & 1 Dependent, or Employee Subscriber & 2+ Dependents based on each employee's eligibility, selection and dependent eligibility verification. The employee shall pay for the balance of the monthly premium through a payroll deduction.

Conditional Opt-Out Payment: An employee may elect to waive the District's health insurance coverage and receive either four hundred fifty dollars (\$450) per month in deferred compensation contributions; or, three hundred dollars (\$300) per month in cash, in accordance with the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
- 2) During the District's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the District no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- 3) The employee understands that the District is legally required to immediately stop conditional opt-out payments if the District learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The District reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS regulations, other legislation or Federal and/or California agency guidance.

LIFE INSURANCE: Firefighters may participate in AFLAC Life Insurance in lieu of the policy available to them as regular, full-time employees of the District. The employee shall pay the full premium for the AFLAC Life Insurance policy through a payroll deduction.

For employees who do not choose the AFLAC life insurance benefit, the District shall pay 100% of the premium cost for the life insurance plan provided to all non-union District employees.

DENTAL INSURANCE: The District shall pay 100% of the premium for Delta Dental Service's regular dental insurance. Should orthodontic care be offered, the employee shall pay the additional premium.

VISION INSURANCE: The District shall pay 100% of the premium for the Vision Services Plan C vision care insurance (Family Composite Plan with \$20 eye examination/\$20 materials employee co-payments) coverage effective July 1, 1999.

AFLAC INDEMNITY INSURANCE PLANS: Firefighters may participate in AFLAC indemnity insurance policies. These policies may include the Personal Cancer Indemnity, Personal Disability Income Protector, Personal Accident Indemnity, Hospital Protection, Specified Health Even Protection, Flex One Spending Account, etc. The Employee shall pay the full premiums for the AFLAC programs through a payroll deduction.

#### **4.2.5. DEFERRED COMPENSATION PLAN**

Firefighters are eligible to participate in IRS Section 457 Deferred Compensation Plan accounts available to regular full-time District employees through Nationwide Deferred. Contributions to the plan are solely the responsibility of the employee, and are made through payroll deductions.

#### **4.2.6. REIMBURSEMENTS FOR BENEFIT COSTS**

The District shall reimburse all full-time paid firefighters who participate in AFLAC indemnity insurance policies up to \$550 per year (\$21.15 per pay period), paid quarterly in the final pay period of each quarter.

The District shall reimburse all full-time paid firefighters who choose life insurance through AFLAC up to \$40 per month (\$18.46 per pay period) for the payment of AFLAC's life insurance policy premiums, paid quarterly in the final pay period of each quarter.

#### **4.4. RETIREMENT PLAN**

The CalPERS Retirement Plan for Classic employees hired on or before June 30, 2008 is 3% at age 50.

The CalPERS Retirement Plan for Classic employees hired on or after July 1, 2008 is 3% at age 55.

Classic employees pay the full employee pension contribution to CalPERS as a payroll deduction.

The CalPERS Retirement Plan for New employees hired on or after January 1, 2013 is 2.7% at age 57.

New employees pay 50% of the normal cost of their retirement plan to CalPERS as a payroll deduction.

##### Classic Employee PERS Retirement Plan and Options

|                 |  |            |
|-----------------|--|------------|
| Section 21362.2 | 3% @ 50 Safety, Modified for Social Security | 06-01-2001 |
| Section 21363.1 | 3% @ 55 Safety, Modified for Social Security | 07-13-2008 |
| Section 20475   | Different Level of Benefits                  | 07-13-2008 |
| Section 20037   | Final Compensation 3 Highest Year Average    | 06-01-1974 |
| Section 20058   | Prior Service Credit                         | 06-01-1974 |
| Section 20996   | Military Stats 76                            | 05-15-1991 |
| Section 20965   | Sick Leave Credit                            | 09-25-2004 |
| Section 21022   | Public Service Layoff                        | 07-01-2005 |
| Section 21027   | Military Retiree                             | 07-01-2005 |
| Section 21329   | COLA 2%                                      | 06-01-1974 |
| Section 21548   | Pre-Ret Opt 2W                               | 07-01-2005 |
| Section 21551   | Death Benefit Continues                      | 01-01-2000 |
| Section 21620   | Retired Death Benefit \$500                  | 06-01-1974 |
| Section 20123.5 | Peace Corps; VISTA                           | 07-01-2005 |

Social Security: As Regular Full-time Marinwood Community Services District employees, Firefighters participate in Social Security and Medicare. The Employee's portion of Social Security and Medicare contributions is deducted from the Employee's pay check. The District pays the employer Social Security Tax.

#### **4.4.4. PERS MILITARY SERVICE CREDIT**

The District's agreement with the California State Public Employees Retirement System for safety employees permits its safety employees to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment as provided by Section 20930.3. The employee must contribute an amount equal to the contribution for current and prior service that the employer would have made with respect to that period of service.

#### **5. SICK LEAVE**

Any employee incurring a sickness or disability shall receive sick leave with full pay. An employee shall be allowed fourteen hours of sick leave for each month of service (7 shifts or 168 hours per year). Employee shall accumulate sick leave from their first day of employment, with no limit to accumulation.

##### **5.1.5. PERS UNUSED SICK LEAVE CREDIT**

Employees shall receive credit for unused sick leave as provided in Section 20965 of the Public Employees' Retirement Law. Unused accumulated sick leave at the time of retirement, for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at the rate of 0.004 years for each day.

## 5.2. VACATION

Employees accrue paid Vacation beginning on the first day of full-time, probationary employment. Employees may not use Vacation Time until the completion of one year of service.

Vacation shall accrue based upon years of service as follows:

| <u>Years of Service:</u> | <u>Annual Shifts:</u> | <u>Monthly Rate:</u> | <u>Maximum Balance:</u> |
|--------------------------|-----------------------|----------------------|-------------------------|
| 0 – 5                    | 6                     | 12 hours             | 288 hours               |
| 6 – 10                   | 8                     | 16 hours             | 384 hours               |
| 11 – 15                  | 10                    | 20 hours             | 480 hours               |
| 16 – 20                  | 11                    | 22 hours             | 528 hours               |
| 21 +                     | 13                    | 26 hours             | 624 hours               |

Each annual shift represents a 24 hour block of time. Maximum Balance reflects the employees' ability to carry over one year of accumulated vacation, plus the current year's balance. This represents the maximum total balance that can be on the books at any time. If an employee has reached the Maximum Balance, no additional hours shall accrue until such time that their balance falls below the above listed Maximum Balance.

Any probationary or permanent employee who is separated from the service shall, at the time of separation, be compensated in cash at the employee's regular rate of pay at the time of separation, inclusive of pay incentives, for all unused vacation time accumulated.

Employees may sell back 24 hours of accrued vacation each calendar year at Base Pay rate plus incentives. To be eligible to sell back vacation in any given calendar year, employees must state intent to sell back vacation in writing by December 15 of the prior calendar year. Once intent to sell back vacation is submitted in writing, this action is non-revocable. Employees who have stated intent by the required deadline will be allowed to sell back the maximum allowable 24 hours at any point during the following calendar year. Employees who have stated intent to sell back vacation but have not done so prior to December will automatically have this option exercised with the final pay date of December. Employees who have not submitted in writing their intent to sell back vacation will not be eligible to exercise this option until the following calendar year.

## 5.4. HOLIDAYS - COMPENSATION

The District recognizes the following eleven holidays:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Independence Day |
| Lincoln's Birthday     | Labor Day        |
| Martin Luther King Day | Veteran's Day    |
| Washington's Birthday  | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Cesar Chavez Day       |                  |

Holiday pay shall be calculated on the basis of one-half shift pay, or twelve hours for each holiday. Holiday pay calculation components shall include base pay plus any applicable special compensation and special assignment pay. Holiday pay shall be paid on the pay date of the respective pay period in which the holiday is incurred and shall be reported to CalPERS as required with each applicable pay period in which a holiday is incurred. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

### 5.5.7. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted shifts off with pay in order to be off three successive days. The immediate family is defined as the employee's spouse or registered domestic partner, children, mother, step-mother, father, step-father, and sibling of the employee, as well as those of the employee's spouse or registered domestic partner.



## **6.1. HOURS**

The hours of work shall be 182 hours minimum/192 hours maximum in each Fair Labor Standards Act, 29 U.S.C. Section 207(k) 24-day work period, scheduled in a three-platoon system (A-B-C) maintaining the 24-hour shift, assigned to the "Two by Four" Schedule (48 Hours On, 96 Hours Off) except as follows: The Officer-in-Charge (during the absence of the Chief), new firefighters undergoing the initial training period with the Department, and Federal-, State- or County-funded personnel, when so scheduled by the Chief.

### **6.1.2. SHIFT TRADES**

Employees shall have the right to exchange shifts when the change has the approval of the Chief, does not interfere with the operation of the Fire Department and does not result in increased costs to the District.

### **6.2.1. BASE RATE OF PAY - OVERTIME PAY**

The base rate of pay is the wage for each classification at each step as described in Appendix A to this MOU. Overtime shall be paid at the rate of one and one-half times the base rate of pay, plus incentives, and shall be paid for all overtime hours beyond the twenty-four day work period, unless additional compensation is required by law.

### **6.8.5. VACANCIES**

When a vacancy occurs in any position, it shall be filled expeditiously upon official severance of the vacating Department member from the Fire Department, unless a decision to the contrary is made by the Board of Directors. Filling of all vacancies will be in accordance with the District's policy as adopted by the Board of Directors in accordance with Attachment 1, Staffing Levels-Layoffs Sideletter Agreement and in accordance with Attachment 1, Staffing Levels-Layoffs Side Letter Agreement.

### **6.9.2. DRUG TESTING**

The Union agrees to the District's Alcohol and Drug Abuse Policy, a copy of which is attached as Appendix B.

### **6.9.8. RULES AND REGULATIONS - JOB DESCRIPTIONS**

The Rules and Regulations for the Marinwood Fire Department are attached hereto and incorporated herein as Appendix "C". Job descriptions for all positions subject to this Memorandum of Understanding are contained in Appendix "D", and said job descriptions are incorporated therein. The District will meet and confer over these documents and impacts associated with these documents to the extent required by law.

A current job description shall be maintained to include Firefighter, Firefighter-Paramedic, Acting Engineer, Engineer, Acting Captain and Captain. Assignment descriptions shall also be maintained for the Fire Prevention, Training, and Fire Staff Administrative Special Assignments.

### **6.9.9. RULES AND REGULATIONS - PROCEDURE FOR REVIEW**

The District shall name three representatives and the Union shall name three representatives to sit as a committee to update the Fire Department Rules and Regulations. The findings of this body shall be first presented to the Fire Commission and then to the District Board of Directors for adoption. This will be accomplished through mutual consent during the term of this Memorandum.

Future amendments of the Rules and Regulations shall be effected by the Fire Commission after giving notice of at least seven days to the Union shop steward, provided that said amendments may be reviewed by the Board of Directors within thirty days, and the Board shall have the power to veto or modify said amendments.

### **6.10.1. JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

It is the desire of the District and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries and illness in the fire service.

The District shall provide protective devices, wearing apparel, and other equipment necessary to properly protect firefighters. The Joint Occupational Health and Safety Committee shall inspect all such devices, apparel and equipment on a periodic basis to ensure proper maintenance and replacement.

The District and the Union shall each appoint three members to the Occupational Safety and Health Committee. This Committee will meet bi-monthly (every other month) or as agreed by the parties to discuss safety and health conditions.

Safety Committee members will be granted time off with pay when meeting jointly with management and for any inspection or investigation of safety or health problems in the Fire Department.

The District shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

This Committee will be guided by, but not limited to, the following principles:

- a. Make prompt and detailed investigations into each accident or death of or injury to a member of the Fire Department, including volunteers, while on duty to determine the fundamental causes.
- b. Develop data to indicate accident sources and injury rates and develop uniform reporting procedures.
- c. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods.
- d. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.
- e. Promote safety and first-aid training in the operation of the Fire Department.
- f. Participate in promoting the safety program related to the operation or administration of the Fire Department through informational meetings.

In line with the goals listed above, the Committee shall:

1. Make periodic inspections of the Fire Department facilities, but not less frequently than semi-annually.
2. Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
3. Review and analyze all reports of accidents, deaths, injuries and illnesses involving members of the Fire Department while on duty. Investigate causes and recommend to the Fire Commission rules and procedures for the promotion of health and safety of the firefighters.
4. Keep minutes of all joint Committee meetings and present a written report for review at the next Commission meeting.

A delegated Union representative and a District representative shall accompany the State inspection tour of the Fire Department facilities, subject to the inspector's consent.

The District shall give due consideration but shall not be obliged to comply with the recommendations of the Committee.

All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedures. Any such grievance shall be investigated when filed by the Union in accordance with the appropriate Section of this Memorandum.

#### **6.10.4. PHYSICAL EXAM**

Each firefighter shall have a level 5 physical examination that meets OSHA Hazardous Waste Operations and Emergency Response Standard (29CFR 1910.120) and OSHA respirator standard (29 CFR 1910.134) every third year of employment, at District's expense, by a physician chosen by the District. Certification of fitness for duty and clearance for respirator use shall be sent to the Fire Chief and shall be placed in the employee's personnel file.

#### 7.4. GRIEVANCE PROCEDURE

The Department Rules and Regulations, here incorporated by reference, provide a procedure for the settlement of employee grievances.

#### 7.5. PERSONNEL REDUCTION

In the case of a personnel reduction in a given classification caused by budgetary exigencies, the temporary employees and the employee with the least seniority in that classification, in that order, shall be laid off first. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work within one year. This Section is not applicable to positions primarily funded by Federal, State or County governments.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MARINWOOD COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Eric Dreikosen, District Manager

Approved by the Board of Directors of the Marinwood Community Services District at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MARINWOOD FIREFIGHTERS' LOCAL 1775, IAFF

\_\_\_\_\_  
Sean Day, Union Shop Steward

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

RATIFIED BY LOCAL 1775, IAFF:

\_\_\_\_\_  
John J. Grey  
Counsel, IAFF Local 1775

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

APPENDIX A

**SALARY RANGES FOR BASE PAY**

**FISCAL YEAR 2021-2022**

**FIREFIGHTER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2021      | \$5,551 | \$5,829 | \$6,120 | \$6,426 | \$6,747 | \$7,084 |

**FIREFIGHTER-PARAMEDIC\*\***

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2021      | \$5,551 | \$5,829 | \$6,120 | \$6,426 | \$6,747 | \$7,084 |

**ENGINEER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2021      | \$5,883 | \$6,177 | \$6,486 | \$6,810 | \$7,151 | \$7,509 |

**CAPTAIN**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2021      | \$6,586 | \$6,915 | \$7,261 | \$7,624 | \$8,005 | \$8,405 |

\* These increases take effect the first full pay period in July 2021.

\*\* Receives additional Paramedic Incentive Pay in accordance with amount stated in Section 1.8.5. Firefighter-Paramedic (not reflected in Base Pay Schedule).

**FISCAL YEAR 2022-2023**

**FIREFIGHTER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2022      | \$5,662 | \$5,945 | \$6,242 | \$6,554 | \$6,882 | \$7,226 |

**FIREFIGHTER-PARAMEDIC\*\***

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2022      | \$5,662 | \$5,945 | \$6,242 | \$6,554 | \$6,882 | \$7,226 |

**ENGINEER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2022      | \$6,133 | \$6,440 | \$6,762 | \$7,100 | \$7,455 | \$7,828 |

**CAPTAIN**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2022      | \$6,817 | \$7,158 | \$7,516 | \$7,892 | \$8,287 | \$8,701 |

\* These increases take effect the first full pay period in July 2022.

\*\* Receives additional Paramedic Incentive Pay in accordance with amount stated in Section 1.8.5. Firefighter-Paramedic (not reflected in Base Pay Schedule).

**FISCAL YEAR 2023-2024****FIREFIGHTER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2023      | \$5,775 | \$6,064 | \$6,367 | \$6,685 | \$7,019 | \$7,370 |

**FIREFIGHTER-PARAMEDIC\*\***

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2023      | \$5,775 | \$6,064 | \$6,367 | \$6,685 | \$7,019 | \$7,370 |

**ENGINEER**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2023      | \$6,378 | \$6,697 | \$7,032 | \$7,384 | \$7,753 | \$8,141 |

**CAPTAIN**

| Effective Date* | Step A  | Step B  | Step C  | Step D  | Step E  | Step EE |
|-----------------|---------|---------|---------|---------|---------|---------|
| 07/01/2023      | \$7,090 | \$7,445 | \$7,817 | \$8,208 | \$8,618 | \$9,049 |

\* These increases take effect the first full pay period in July 2023.

\*\* Receives additional Paramedic Incentive Pay in accordance with amount stated in Section 1.8.5. Firefighter-Paramedic (not reflected in Base Pay Schedule).

**APPENDIX B**

**ALCOHOL AND DRUG ABUSE POLICY**

**Copy attached**

**APPENDIX C**

**RULES AND REGULATIONS FOR THE  
MARINWOOD FIRE DEPARTMENT**

**Copy to be attached**

**APPENDIX D**

**JOB DESCRIPTIONS**

**Copy to be attached**

**ATTACHMENTS FOR FY 2021-22 THROUGH 2023-24**

- 1. Revised Side Letter dated December 20, 2018 addressing Staffing and Layoff Language**

## **Drug and Alcohol Testing Policy and Procedure**

### **Section 1. Policy**

The District and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. The District has zero tolerance for the possession of, use of and/or being under the influence of drugs and/or alcohol on duty.

This policy seeks to establish an alcohol and drug free workplace. The District and the Union strongly prefer to encourage employees with substance abuse problems to seek help and to eliminate illegal and unsafe drug use and alcohol abuse through education and rehabilitation of affected personnel. Employees who do not seek help and/or who engage in misconduct as a result of substance abuse on duty might receive disciplinary action from the District.

### **Section 2. Informing Employees about Zero Tolerance and Drug and Alcohol Testing**

By the establishment of this policy, all employees are fully informed of the District's zero tolerance standard and its drug and alcohol testing policy. Employees will periodically receive information and/or training concerning the impact of the use of alcohol and drugs on job performance. In addition, this policy informs employees on how the tests are conducted, what the test can determine and the consequence of testing positive for alcohol and/or drug use. All newly hired employees will receive a copy of this policy on or about their initial date of hire. Prior to any testing, the employee will be required to sign the attached consent and release form.

Employees who wish to voluntarily seek assistance may do so by contacting the Fire Chief, their shop steward, an officer of their Union, or an attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. Employees under these circumstances can expect that the District will provide the employee with an opportunity to use their accrued paid leave to attend treatment so that the employee can later return to work when it is safe for them to do so.

### Section 3. Employee Testing

Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse unless required by law.

However, the District may require an employee to undergo medical testing consistent with the conditions set forth in this Policy if there is reasonable suspicion that the employee is under the influence of drugs and/or alcohol at work. This reasonable suspicion may be based upon the following:

- A) Involvement in a fatal or serious bodily injury accident or in an accident involving \$500.00 or more property damage; or
- B) An observable phenomena, such as 1) direct observation of drug/alcohol use and/or 2) physical symptoms of being under the influence of a drug or alcohol such as:
  - (1) Smell of alcohol and/or drugs.
  - (2) Bloodshot eyes.
  - (3) Slurred speech.
  - (4) Unconsciousness.
  - (5) Disheveled appearance.
  - (6) Unsteadiness in walking and/or other physical activities.
  - (7) Accident involving District property and/or during working hours.
  - (8) Possession of alcohol and/or drugs during working hours.
  - (9) Unusual or abnormal behavior.
  - (10) Involvement in a verbal and/or physical altercation.
  - (11) Tardiness and/or failure to attend work.
  - (12) Information from a reliable person with personal knowledge.



District personnel who witness reasonable suspicion factors are required to document their observations to create a record that there is reasonable suspicion to require an employee to receive a drug and/or alcohol test. Reasonable suspicion often involves multiple symptoms. Personnel may not abuse this process. Personnel who are aware that there are legitimate explanations for the indicia listed above and/or that the indicia are very minor should not be seeking to have employees subjected to drug and/or alcohol testing.

#### Section 4. Sample Collection

The collection and testing of the samples shall be performed only by a laboratory, a physician or a health care professional qualified and authorized to administer the test. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the District agree that security of the biological urine and blood samples is absolutely necessary; therefore, the District agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA standards.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained samples will be stored in a

secure location. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

## Section 5. Drug Testing

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

|                                 |             |
|---------------------------------|-------------|
| Marijuana metabolites           | 100 ng/ml   |
| Cocaine metabolites             | 300 ng/ml   |
| Opiate metabolites <sup>#</sup> | 300 ng/ml   |
| Phencyclidine                   | 25 ng/ml    |
| Amphetamines                    | 1,000 ng/ml |

<sup>#</sup> If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued and all samples destroyed. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

|                                    |           |
|------------------------------------|-----------|
| Marijuana metabolites <sup>1</sup> | 15 ng/ml  |
| Cocaine metabolites <sup>2</sup>   | 150 ng/ml |
| Opiates:                           |           |
| Morphine                           | 300 ng/ml |
| Codeine                            | 300 ng/ml |

Phencyclidine                      25ng/ml

Amphetamines:

Amphetamine              500 ng/ml

Methamphetamine 500 ng/ml

<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>2</sup> Benzoylecgonine

If confirmatory testing results are negative, all samples shall be destroyed.

## Section 6. Alcohol Testing

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. The District may allege that an employee's blood alcohol level was at a higher level at the time it determined it had reasonable suspicion based on the employee's blood alcohol level at the time of testing compared to when the District first detected reasonable suspicion.

## Section 7. Medications

Some medications can be addictive and/or impair an employee's ability to work. Employees may not be under the influence of medications at work that impair their ability to safely or capably perform their job duties. Employees who use prescription medications should inform the District of any drug with a warning sticker on the container that could affect the employee's ability to safely and/or capably perform their job duties. The District will then have to determine if the employee can perform their normal duties, are only eligible to perform alternative duties or must be absent from work while using the medication.

## Section 8. Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Union and the District and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

## Section 9. Laboratory Results

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the District by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The District will keep the results confidential unless required by law and shall not release the results to the general public.

## Section 10. Testing Program Costs

The District shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The District shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

## Section 11. Rehabilitation Program

Any employee who tests positive for drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP

Counselor. (The EAP Program selected for use in conjunction with this policy will be one selected by the District.) An employee may also bypass the EAP Program to be immediately admitted to a rehabilitation program. Employees who successfully complete a rehabilitation program will be re-tested once every quarter for the following twenty-four months and/or upon reasonable suspicion at any time.

If an employee, subject to re-testing, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per District Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to quarterly re-testing for a twenty-four (24) month period and reasonable suspicion testing. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will likely be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to re-testing as outlined above unless there is documented reasonable suspicion that the employee is under the influence of drugs and/or alcohol on duty. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program.

## Section 12. Duty assignment after treatment

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment if otherwise qualified to do so.

## Section 13. Right of Appeal

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed pursuant to the grievance procedure in the MOU.

## Section 14. Discipline

An employee who refuses to immediately submit to a reasonable suspicion drug and/or alcohol test(s) will be deemed to have violated this policy and will also be insubordinate. Violation of this policy and/or insubordination might subject the employee to disciplinary action up to and including employment termination.

No disciplinary action will be taken against an employee unless 1) the employee refuses the opportunity for rehabilitation, 2) has engaged in criminal activity related to substance use, 3) fails to complete a rehabilitation program successfully, 4) again tests positive for drugs after within two (2) years of completing an appropriate rehabilitation program or 5) the District determines that there are extenuating circumstances that justify disciplinary action.

Section 15. Changes in Testing Procedures: The parties recognize that over time there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

# MARINWOOD COMMUNITY SERVICES DISTRICT

## CONSENT AND RELEASE FORM

### FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the District's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the District's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspice of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the District being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result might result in my referral to the District's Employee Assistance Program and that I might be invited to complete a rehabilitation program. I may be subject to disciplinary action as a result of the drug or alcohol test. I understand that such disciplinary action, as described herein, may include dismissal from the Marinwood Community Services District.

Printed or Typed Name of Employee

Signature of Employee

Date

**Revised Side Letter Agreement  
Between  
Marinwood Community Services District  
And  
Marinwood Firefighters' Local 1775**

Pursuant to the negotiations process for a successor agreement and counter proposal presented to the District by the Association, the parties agreed to include this Side Letter Agreement addressing the: 1) removal of staffing language from the body of the Memorandum of Understanding; and, 2) providing a level of protection from the District exercising its management right to reduce its force through layoffs. The parties agree to the following:

**Staffing Language**

The staffing language will be removed from the body of the Memorandum of Understanding and contained in this side letter for the duration of the term of this Memorandum of Understanding.

1. The parties acknowledge that the MOU has historically included the following language:

*The District shall maintain a Full-Time Paid Professional firefighting force of at least Ten (10), excluding the Department Head, and a minimum manning level of Three (3) Full Time Paid Professional personnel on duty at all times consisting of a minimum of 1 Captain / Acting Captain, 1 Engineer / Acting Engineer, and 1 Firefighter. The tenth Firefighter may be assigned to the Relief Position with that person's hours assigned by the Fire Chief to cover Sick, Vacation, Education and Compensatory Time, as well as miscellaneous assignments. Personnel shall meet or exceed the requirements as set forth in the adopted Job Descriptions.*

2. The parties disagree over whether staffing is a mandatory subject of bargaining.
3. The District recognizes that by agreeing to move the staffing language from the body of the MOU, the Marinwood Firefighters have not waived their right to litigate any changes in staffing by the District. At the time the District modifies staffing and the Union believes such action violates the staffing language in 1, above, the Union will have fifteen (15) calendar days to challenge the District's action. By failing to challenge the District's actions within fifteen (15) calendar days, the Union shall have waived its right to challenge the District's action.
4. Effective as of the adoption of the successor MOU for Fiscal Year 2015-2016 through Fiscal Year 2020-2021, the parties agree to amend the staffing language quoted above as follows:

*The District shall maintain a Full-Time Paid Professional firefighting force of at least Nine (9), excluding the Department Head, and a minimum manning*



*level of Three (3) Full Time Paid Professional personnel on duty at all times consisting of a minimum of 1 Captain / Acting Captain, 1 Engineer / Acting Engineer, and 1 Firefighter. Personnel shall meet or exceed the requirements as set forth in the adopted Job Descriptions.*

### **Layoff Language**

If the District exercises its right to layoff of any suppression member of Local 1775 with full-time status as of July 1, 2012, the parties agree that, upon the effective date of said layoffs (i.e., the actual date an employee is released from employment through layoff), the District will pay 4.5% of the employee's contribution to the Public Employees Retirement System. The parties understand that this provision applies only to the actual layoff of a District employee in this bargaining unit. A simple notice of layoff is not sufficient to trigger this provision. Moreover, this section is not intended to apply to any other type of separation from employment including but not limited to voluntary resignation or separation for disciplinary reasons.

Agreed by:



Eric Dreikosen, District Manager



Sean Day, Union Shop Steward

Date: 12/20/18

Date: 12/20/18

The information below is intended to provide a brief update on select District initiatives, activities and items of note and should not be viewed as a complete list of all current District activities or initiatives.

**Fire Prevention Vegetation Management Update:**

We are currently in process of completing the legally required CEQA environmental review and subsequent filing of a Notice of Exemption for our planned vegetation management work, which must be completed prior to the work commencing. We are hopeful we will be able to start this work within the coming weeks. As a reminder, this work is slated for the open space areas along Idylberry Road to east of Queenstone Fire Road; select areas of Grasshopper Hill in North Marinwood, and; the open space area immediately north of Las Gallinas Ave extending from the middle school to Ellen Dr.

**Miller Creek Trail Feasibility Report:**

I have been in contact with two trail design professionals in regards to producing a potential trail feasibility report for this project. Both individuals have been provided the information needed at this time. I await their response, hopefully including proposals to complete this work. As a reminder, this potential trail project would extend from Las Gallinas Ave across from the mini-park and run south of Miller Creek to the roadway being constructed for the planned senior living facility.

**Marinwood Park Play Structure Replacement Project:**

This month I will be submitting the project application to the State Office of Grants and Local services (OGALS). This project is funded through the Proposition 68 Per Capita Allocation grant program. The District has already been approved these funds and submitting the specific project application is an aspect of the process. As a reminder, the Park & Rec Commission recommended this project which was subsequently approved and the funds authorized for this specific use by the Board of Directors at the February 2021 Board meeting.

**Other Items of Note:**

- **Closure of Wells Fargo Bank Accounts:** On September 30, the District bank accounts held at Wells Fargo Bank were officially closed and all remaining funds were withdrawn.
- **Commission Appointment Opportunities:** Notices will go out to the public this week informing of potential appointment opportunities to both the Fire Commission and Park & Rec Commission for terms beginning in January 2022. Both Commissions will have multiple appointment opportunities. Interested candidates will be presented to the Board at the November 2021 meeting for formal appointment.
- **Cell Coverage Concerns:** As discussed last month, inquiries have been sent to the Marin County Office of Emergency Services as well as the Office of County Supervisor Damon Connolly in regards to concerns surrounding the lack of reliable cell coverage in Lucas Valley, especially during an emergency event. Both parties agreed to follow up with respective contacts to share these concerns and follow up on any potential solutions.

*Several other items of note that staff have been working on during the past month are included as separate agenda items. These will be presented and discussed at those times.*

# Memo



**To:** Board of Directors  
**From:** Eric Dreikosen, District Manager  
**Date:** October 12, 2021  
**Re:** Fire Protection Agreements for CSA 13 and Juvenile Hall Site

---

Directors,

Please see the included annual Agreements for Fire Protection and Emergency Services between the Marinwood Community Services District and the County of Marin for both CSA 13 and the juvenile hall site and surrounding facilities located on Jeanette Prandi Way in Lucas Valley.

The annual agreement fees for service are calculated using complex and long-standing formulas involving square footage of residences and other structures, current year fire department budgeted expenditures and prior year reconciliation of budgeted versus actual expenditures.

For the CSA 13 agreement, total fees for service have increased by approximately 2.4% from the prior fiscal year, FY 20-21. The total fees for service are \$14,100 above the estimated revenue contained in the approved FY 21-22 budget.

For the juvenile hall site agreement, total fees for service have increased by approximately 2.2% from the prior fiscal year, FY 20-21. The total fees for service are \$1270 above the estimated revenue contained in the approved FY 21-22 budget.

**Recommended Action:** Approve both Agreements for Fire Protection and Emergency Services for CSA 13 and the juvenile hall site and surrounding facilities.

**MARINWOOD COMMUNITY SERVICES DISTRICT**

**AGREEMENT BETWEEN THE COUNTY OF MARIN AND MARINWOOD  
COMMUNITY SERVICES DISTRICT FOR FIRE PROTECTION AND  
EMERGENCY SERVICES TO COUNTY SERVICE AREA 13**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
and between the MARINWOOD COMMUNITY SERVICES DISTRICT, hereinafter referred to as  
"District," and the COUNTY OF MARIN, acting on behalf of County Service Area No. 13, hereinafter  
referred to as "Service Area:"

**WITNESSETH**

For and in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do  
hereby agree as follows:

1. This agreement shall be for Fiscal Year 2021-2022 (July 1, 2021 through June 30, 2022)
2. District agrees to provide the residents and property owners of Service Area with fire  
protection and emergency services in the Service Area for the above-referenced period. Such fire  
protection and emergency services will be provided on the same basis as it is provided to the residents and  
property owners of the District.
3. In consideration of the provisions of such fire protection and emergency services, Service Area  
agrees to pay District the sum of \$638,058.00, as calculated on Exhibit A, payable in installments as  
follows:

|                  |               |
|------------------|---------------|
| January 31, 2022 | \$ 319,029.00 |
| April 30, 2022   | \$ 159,514.50 |
| June 30, 2022    | \$ 159,514.50 |

4. In the event the cost of providing such service by District to Service Area exceeds the aforesaid  
sum of \$638,058.00, the amount to be charged Service Area in the following fiscal year shall be increased  
by a sum equal to Service Area's pro-rata share of the excess, as said share is calculated in Exhibit A. In  
the event the cost of providing service by District to Service Area is less than the aforesaid sum, the amount

to be charged Service Area in the following year shall be decreased by Service Area's pro-rata share of said surplus.

5. The District agrees as part of its ongoing annual contract with Service Area that it will not charge CSA 13 for litigation costs and damages incurred by the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

COUNTY OF MARIN

\_\_\_\_\_  
Dennis Rodoni  
President, Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk

MARINWOOD COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Bill Shea  
President, Board of Directors

ATTEST: \_\_\_\_\_  
Eric Dreikosen, District Manager

Approved by the Board of Directors of the Marinwood Community Services District at a regular meeting of the Board held on the 12<sup>th</sup> day of October, 2021.

**EXHIBIT A**

**COUNTY SERVICE AREA NO. 13 FIRE PROTECTION CONTRACT**

**CALCULATION FOR FISCAL YEAR 2021-22**

**CALCULATE ADJUSTED FIRE BUDGET:**

|   |                |           |
|---|----------------|-----------|
| Total Marinwood Fire Budget FY 2021-22                        | 2,701,223      |           |
| Adjust: 2021/2022 Engine Lease Payment                        | -43,000        |           |
| Adjust: 2021/2022 Fire Department Capital Reserves Allocation | -75,000        |           |
| Adjust: 2021/2022 OPEB Trust Contribution Allocation          | <u>-54,000</u> |           |
| Adjusted Fire Budget  |                | 2,529,223 |

**CALCULATE SQUARE FOOTAGE RATIO:**

|                                      |                  |        |
|--------------------------------------|------------------|--------|
| Square footage Marinwood CSD 2021-22 | 3,325,296        |        |
| Square footage CSA 13 2021-22        | <u>1,156,381</u> |        |
| Total square footage                 | 4,481,677        |        |
| Ratio of square footage              |                  | 25.80% |

|  |                |                       |
|--|----------------|-----------------------|
| <b>CSA 13 Contract per CSD Budget for Fiscal Year 2021-22:</b> | <b>652,540</b> |                       |
| Plus: Pro-rata Share of Over Budget Excess 2020-21             | <b>+9,703</b>  |                       |
| Less: Credit for 2020-21 Out-of-County & reimbursements        | <b>-24,185</b> |                       |
| Total of Payments due from CSA 13:                             |                | <b><u>638,058</u></b> |

**AGREEMENT BETWEEN THE COUNTY OF MARIN AND  
MARINWOOD COMMUNITY SERVICES DISTRICT FOR FIRE PROTECTION  
AND EMERGENCY RESPONSE SERVICES FOR THE JUVENILE HALL SITE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between the COUNTY OF MARIN, hereinafter referred to as "County" and the  
MARINWOOD COMMUNITY SERVICES DISTRICT, hereinafter referred to as "District":

**WITNESSETH**

For and in consideration of the mutual promises and covenants hereinafter contained,  
the parties hereto do hereby agree as follows:

1. This Agreement shall be for Fiscal Year 2021-2022.
2. District agrees to provide the residents and property owners of the area known as "Juvenile Hall Site", hereinafter "Site", with fire protection and emergency response services for FY 2021-2022. Said services will be provided on the same basis as it is provided for the residents and property owners of District.
3. In consideration of the provisions of said structural fire protection, County agrees to pay District the sum of \$98,358.00, as calculated on Exhibit A. Said payment shall be due and payable on or before January 31, 2022.
4. The basic charge shall be .4432 cents per square foot, plus the fire square footage charge assessed in District for the current fiscal year, .3620 cents per square foot. The total square footage charge is applied to the total square footage of all structures on the Site, formerly called the County Farm, including the Rotary Club Senior Housing, County offices, Juvenile Hall, and County schools. Billing for the structures used by Marin County Schools shall be sent to the Marin County Office of Education; billing for all other County structures and Rotary Club Housing shall be sent to the County Auditor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day  
and year above written.

COUNTY OF MARIN:

\_\_\_\_\_  
Dennis Rodoni  
President, Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk

MARINWOOD COMMUNITY SERVICES DISTRICT:

\_\_\_\_\_  
Bill Shea  
President, Board of Directors

ATTEST: \_\_\_\_\_  
Eric Dreikosen, District Manager

Approved by the Board of Directors of Marinwood Community Services District at a regular  
meeting of the Board held the 12<sup>th</sup> day of October, 2021.

## EXHIBIT A

### JUVENILE HALL SITE FIRE SERVICE CHARGE CALCULATION

|  |                 |                 |
|--|-----------------|-----------------|
| Basic charge   | .4432 cents     |                 |
| Marinwood CSD service charge 2021-2022<br>(approved by voters November 2011) | .3620 cents     |                 |
| Total <u>service charge rate</u> , County Farm                               |                 | .8052 cents     |
| <br><u>Square footage</u> County Schools                                     | 14,708          |                 |
| <u>Square footage</u> County Farm facilities:                                |                 |                 |
| Rotary Senior Housing est. 53,732 sq. ft.                                    |                 |                 |
| County buildings 53,713 sq. ft.  | 107,445         |                 |
| Total square feet, County Farm   |                 | 122,153 sq. ft. |
| <br>Service charge County Schools (sq ft x .service charge rate)             | \$11,843        |                 |
| Service charge other County (sq ft x .service charge rate)                   | <u>\$86,515</u> |                 |
| TOTAL FIRE PROTECTION SERVICES TO JUVENILE<br>HALL SITE, FY 2021-2022        |                 | \$ 98,358       |



# Staff Report

**To:** Board of Directors  
**From:** Eric Dreikosen, District Manager  
**Date:** October 12, 2021  
**Re:** Appointment of Board Director to Marin Wildfire Prevention Authority Board of Directors

---

Directors,

Upon the inception of the Marin Wildfire Prevention Authority (MWPA), the District has had a member of the Board of Directors serving as the appointed representative for Marinwood CSD on the MWPA Board of Directors. Each participating agency is required to have a member of their governing body serving in this role. Each participating member agency shall also appoint an alternate representative to represent their respective agency in the absence of the primary representative. Board President Bill Shea and Director Sivan Oyserman have been serving in these respective roles for the past year.

This item is being placed on the agenda in the event a Board Director has interest serving in this capacity as the Marinwood CSD representative on the MWPA Board of Directors.

While there are no term limits in regards to how long each appointed representative may serve on the MWPA Board of Directors, the individual member agency may choose to rotate their appointed representatives should they so desire.

The MWPA typically meets on the third Thursday of each month at 3:00 PM. At this time, all meetings are conducted remotely.

## **Possible Board Actions:**

1. Appoint a Marinwood CSD Board Director to replace Board President Shea to serve as the primary representative on the MWPA Board of Directors. Establish a date by which this appointment will become effective.
2. Appoint a Marinwood CSD Board Director to replace Director Sivan Oyserman to serve as the alternate representative on the MWPA Board of Directors. Establish a date by which this appointment will become effective.
3. Take no action and have current Marinwood CSD appointed representatives remain in their respective roles.

**MARINWOOD COMMUNITY SERVICES DISTRICT**  
**DRAFT MINUTES OF FIRE COMMISSION MEETING**  
**October 5, 2021**

**Time and Place:** 7:00PM Via Teleconference

**Present:**

Commissioners: Chair Steve Farac, Tom Elsbree, Pascal Karsenti, Ron Marinoff

Absent: Greg Stilson (CSA 13 Alternate)

Staff: District Manager Eric Dreikosen, San Rafael Fire Chief Darin White

Board: Kathleen Kilkenny

Farac called the meeting to order at 7:02 PM.

**1. Agenda**

No edits were requested by Commissioners. Chair Farac adopted the agenda as presented.

**2. Public Comment on Non-Agenda Items**

There were no comments from the public.

**3. Commissioner Items of Interest**

-Director Kilkenny requested information as to why the NOAA radios did not provide an alert during the recent Lassen Fire incident. District Manager Dreikosen informed that he had communicated with FireSafe Marin who informed that the NOAA radio alerts are only utilized for large scale incidents as their broadcast range is quite vast and can't be targeted to smaller specific communities, which could cause confusion amongst recipients who are not directly impacted.

-Chair Farac commended all the agencies involved with the evacuation efforts during the Lassen Fire as well as the local residents who made sure their neighbors were aware of the need to evacuate.

-Commissioner Marinoff inquired as to why the range of neighborhoods evacuated was larger than seemingly needed.

**4. Draft Minutes of August 3, 2021 Fire Commission Meeting**

M/s Elsbree/Karsenti to approve Draft Minutes of August 3, 2021 Fire Commission Meeting as presented. All in favor.  
Motion carried.

**5. Chief Officer Report and Activity Summary**

Commission received Chief Officer Report and Activity Summary.

**6. Requests for Future Agenda Items**

-Chair Farac requested information regarding the local open space fire roads and their ability to accommodate various fire apparatus during incidents and the timing needed to reach potentially impacted destinations.

The meeting was adjourned at 8:08 PM.

Eric Dreikosen



**To:** Marinwood Board of Directors  
**From** Darin White, Fire Chief  
**Date:** October 12, 2021  
**Re:** Fire Department Update

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### **Marin Wildfire Prevention Authority-(MWPA)**

**Zonehaven-** The Zonehaven platform is live on our [Marin County emergency portal](#) and ready to use for evacuation. The links below provide additional information and guidance on the versatility of the tool and how to incorporate it into your emergency preparedness efforts. Moving the cursor over the image below will provide additional information.



Recently, Zonehaven created these elements for its launch:

- [Public-facing video](#) is now live on MWPA YouTube. This will be posted to social media and can be used at board and council meetings to demonstrate use of the platform.
- [Talking Points](#) for PIOs/Team Leads (for use in presenting to boards/councils)
- [FAQs](#) or PIOs/Team Leads (for use in presenting to boards/councils or answering questions as needed)
- [Internal training video](#). This is getting placed on training calendars and will give you a deeper insight into how to use the platform.

### **Guidelines/COVID-19:**

#### **Marin's COVID-19 Response Highlighted at International Conference**

According to Marin County Officials, Marin County was among 11 cities/counties highlighted at the International City/County Management Association (ICMA) Annual Conference taking place this week in Portland, OR (and online). ICMA is the world's leading association of professional city and county managers and other employees who serve local governments. The conference offers the chance for local

government professionals to share innovative practices and provides opportunities for education and learning from best practices from around the country and the world. According to County officials in a recently released video that was filmed for the conference, Marin County officials looked around the world for COVID-19 best practices and discovered that Korea had a drive through testing model that worked very well. County officials referenced this model and became one of the first in the state of California to utilize a drive through testing model.

Marin County remains the number one vaccinated county in the state and quite possibly in the United States. Early on officials recognized the need to utilize an equity lens and provide vulnerable communities with the services needed to be safe and continue to thrive. Officials used existing relationships with community-based organizations and took the vaccine to the community. An estimated 98% of the Latin-x community has been vaccinated in Marin County. The pandemic has provided valuable lessons on how to provide services to the community. It is worth noting that 1300 County employees with Disaster Service Worker designation stepped up to assist with testing, food service, and at vaccination sites. This was another great mobilization of committed employees who have been a key part of the success within Marin County.

### **Booster Vaccine Clinic Launch at Northgate Shopping Center and Mobile Vaccination Options**

A special booster dose clinic began on Wednesday, September 29 at the Northgate Shopping Center. The U.S. Centers for Disease Control and Prevention (CDC) and the Western States Scientific Safety Review Workgroup (WSSSRW) recently approved federal and state authorization/use for Pfizer booster shots for designated high-risk populations. The clinic will serve those age 75 & older, who have received both doses of the Pfizer Covid-19 vaccine at least 6 months ago. Eligibility for the booster dose will expand to 65 & older once booster demand subsides for the 75 and older age group. A Pfizer booster shot is recommended for the following groups of people who received the Pfizer COVID-19 vaccine series at least 6 months ago:

- A resident of a long-term care facility
- Age 65 & older
- Age 50 to 64 with [underlying medical conditions](#)

Please visit the [Booster and Third Dose webpage](#) for more information about booster eligibility and a list of additional locations in Marin County offering COVID-19 vaccine booster shots.

According to the County Office of Emergency Services, pharmacies will serve as primary access points for booster shots in Marin County. Chain pharmacies such as CVS, Lucky, Pharmaca, RiteAid, Safeway, and Walgreens all plan to provide booster shots, and appointments can now be made at many locations. In addition, other clinics and medical offices are making plans to roll out boosters as early as the first week of October.

- Marin County Public Health has developed an [online form](#) for requesting a no-cost visit from the mobile vaccination team. This form was designed to make it even easier for all residents to be fully vaccinated. Its intended use is for:
  - Businesses: can request pop-up vaccination clinics at the workplace to vaccinate employees.

- Homebound individuals with mobility challenges and their loved ones can request a visit to the home for vaccination.
- Hospitals and healthcare providers are able to make a home vaccination request on behalf of their patients.
- Long-term care facilities can request on-site mobile vaccination units for staff and residents.

### **New Curative Testing Site in Novato**

Curative and the City of Novato are jointly sponsoring a free COVID-19 testing kiosk. This site offers easy-to-use PCR tests and will operate Tuesdays through Saturdays from 12:00pm-6:00pm. Testing is one of our community's most vital resources in preventing the spread of COVID-19. Experts state that by offering more options for people to get tested, we are bolstering our defense against the Delta variant.

The location of the above-mentioned kiosk testing site:

Novato Gymnastics Center  
950 7th Street  
Novato

Walk-ins are welcome, however advance appointments are strongly encouraged. To make an appointment, please call: 888-702-9042 or visit [Curative's webpage](#).

### **Vaccine Verification and/or Testing Now Required for First Responders**

Marin County Public Health announced a new public health order that now requires all Marin County first responder agencies (law enforcement, fire, Emergency Medical Services, etc.) to verify the vaccination status of their personnel. Personnel who are not fully vaccinated, or whose vaccination status is unknown, are required to submit to a COVID-19 test at least once a week and provide results to employers.

The order became effective on September 15, 2021 and is being issued in response to the continued health threat that COVID-19 and variants pose to those in the communities we serve and in our workplace. The California Department of Public Health released a Public Health Order in late July 2021, requiring healthcare workers, including staff employed in hospitals, skilled nursing facilities, clinics, and homeless shelters to verify vaccination status. For some unknown reason, first responders who often encounter many of the same patients and enter the above-mentioned facilities and other high-risk environments weren't included in that order. It is anticipated that this order will reduce the potential of transmission between personnel who work together, between first responders and the community we serve and first responders and their families.



## Incidents: CALDOR FIRE







(Caldor Fire Photos credit: Ca. R. Goodwin, SRFD]

Marinwood Captain Ryan Brackett (at furthestmost top left of Photo) as part of Strike to 2140C that provided invaluable assistance in So. Lake Tahoe

### **Strike Team Assignment**

San Rafael Engine 652 was deployed to the Caldor Fire in El Dorado County. The engine was staffed with Marinwood Fire Captain Ryan Brackett and San Rafael Firefighter/Paramedics Sam Achondo, Matt Lewis, and Lucas Hagberg. According to their Strike Team Leader, Tiburon Fire Battalion Chief Steven Ardigo, the crews performed with “outstanding morale and in dangerous and challenging conditions”. This year we continue to see unprecedented fire growth and behavior that have threatened and destroyed many communities and critical infrastructure. This fire came perilously close to the South Lake Tahoe community.



(Above photos courtesy community member Robert So.)

### **Lassen Vegetation Fire**

On Wednesday September 1<sup>st</sup> at approximately 2:11 p.m. crews responded to a grass fire located within the State Responsibility Area (SRA). As the incident progressed, a Unified Command was established involving Fire Departments, the Marin County Sheriff's Office (MCSO) and others.

The initial engine arrived in 7 minutes, reporting that the fire was approximately 2 acres in the grass and trees. Evacuation Orders were issued for portions of Marinwood along the edge of the open space. These orders were eventually downgraded to Evacuation Warnings by the evening. MCSO was the lead law enforcement agency on the evacuations and they received assistance from SRPD and CHP.

Additional responding agencies included Marin County Fire, and multiple local departments. Cal Fire provided immediate aerial assistance with 4 Air Tanker and 2 Helicopters, and Sonoma County Fire Departments provided aid as well. The fire burned to the top of the ridge, for a total of almost 45 acres. Crews remained on the scene for the next two days to mop up hot spots and ensure no additional fire spread.

The fire cause was determined to be machinery (mowing equipment) that was being used by landscaping staff near the school district's property. Reminders have been to mow before 10 am, when humidity is high, and never on red flag days. Ca. John Papanikolaou will conduct an After Action Review (AAR) in the next couple of weeks. This is anticipated to provide a "lessons learned" for future reference.



### Marinwood Fire Department Statistics: September 2021

The Marinwood Fire Department has responded to 109 emergency calls in September 2021 through September 27; of these, 11 calls were cancelled en route. More than half of the calls were medical incidents; none involved a confirmed COVID-19 case. The department responded to four vegetation fires: two in San Rafael, one in Novato, and one in Upper Lucas Valley.

| <i>Incidents by Area and Type</i> |              |              |             |             |             |             |             |            |
|-----------------------------------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|------------|
| Area                              | MA           | PSA          | FA/NN       | FIRE        | HAZMAT      | COVER       | OTHER       | TOTAL      |
| Marinwood                         | 9            | 7            | 0           | 0           | 2           | N/A         | 0           | 18         |
| CSA 13                            | 3            | 2            | 0           | 0           | 0           | N/A         | 0           | 5          |
| Old JPA (Mont Marin)              | 9            | 1            | 0           | 0           | 0           | N/A         | 0           | 10         |
| New JPA (East of 101)             | 30           | 14           | 2           | 0           | 0           | N/A         | 0           | 46         |
| SR Mutual Aid                     | 2            | 3            | 0           | 2           | 0           | 0           | 0           | 7          |
| MC JPA                            | 3            | 5            | 0           | 1           | 0           | N/A         | 0           | 9          |
| MC Mutual Aid                     | 0            | 0            | 0           | 0           | 0           | N/A         | 0           | 0          |
| Novato                            | 2            | 6            | 0           | 1           | 0           | 5           | 0           | 14         |
| <b>Total number</b>               | <b>58</b>    | <b>38</b>    | <b>2</b>    | <b>4</b>    | <b>2</b>    | <b>5</b>    | <b>0</b>    | <b>109</b> |
| <i>Percentage of total</i>        | <i>53.2%</i> | <i>34.9%</i> | <i>1.8%</i> | <i>3.7%</i> | <i>1.8%</i> | <i>4.6%</i> | <i>0.0%</i> |            |

#### **Call types:**

|        |   |
|--------|---|
| MA     | Medical assist                            |
| PSA    | Service call                              |
| FA/NN  | Fire alarm                                |
| FIRE   | Fire                                      |
| HAZMAT | Hazardous material incident (e.g., spill) |
| COVER  | Coverage for other stations               |
| OTHER  | Other incident(s): n/a                    |

|                                      |                       |
|--------------------------------------|-----------------------|
| Average response time for Engine 58: | 5 minutes, 24 seconds |
|--------------------------------------|-----------------------|

# Marinwood Community Services District

## Draft Minutes of Park & Recreation Commission Meeting Tuesday – September 28, 2021

**Time and Place:** 7:00PM via Teleconference

**Present:**

Commissioners: Chair John Tune, Jon Campo, Ian Fein.

Absent: Anne Sjhsam

Staff: District Manager Eric Dreikosen, Recreation Director Luke Fretwell

Board Director: Lisa Ruggeri

**1. Agenda**

No edits were requested by Commissioners. Chair Tune adopted the agenda as presented.

**2. Public Comment on Non-Agenda Items**

a) The vision for Marinwood Parks and Open Space

**3. Draft Minutes of August 24, 2021 P&R Commission Meeting**

Campo to approve/Fein to second Draft Minutes of August 24, 2021 P&R Commission Meeting. Ayes: Campo, Fein, Tune. Nays: None. Absent: Sjhsam. Motion carried.

**4. Draft Minutes of September 14, 2021 Board Meeting**

Commission reviewed minutes.

**5. Recreation and Park Maintenance Activity Report**

Commission received Recreation and Park Maintenance Activity Report.

**6. Commissioner Items of Interest – Requests for Future Agenda Items**

- Campo requested to review the planned community survey for the upcoming Marinwood Park play structure replacement project

**7. Adjourn**

Meeting adjourned at 8:00 PM

Eric Dreikosen

## **RECREATION**

### Halloween Harvest Festival

The Recreation staff has spent the past month planning and preparing for the Halloween Harvest Festival, scheduled for Friday, October 8<sup>th</sup> from 5:00pm-6:30pm in the Marinwood Park. In light of continuing COVID-19 concerns and health guidance, this year's event took place completely outdoors and was set up as a Trick-or-Treat walk-through in park. Several decorated stations were set up in the park featuring games, activities, and prizes, ending in a pumpkin patch where participants could pick out a pumpkin to take home to either carve or decorate. Thank you to the Las Gallinas Lions Club for donating candy and providing volunteers to help at the event.

Upcoming Events: Art Show (November 6<sup>th</sup>), Winterfest (TBD)

### Rec Classes

Our fall recreation classes are going well and enrollment has been strong. Staff continues to market and oversee our class lineup. We are currently offering Zumba, Pilates, Tae Kwon Do, Irish Dance, Jr. Golf, Art for Kids, CPR & First Aid, All Sorts of Sports Club, LEGO STEM classes, and Yoga.

While some of our classes remain on hold due to health concerns with operating indoor programs, our current schedule of classes is close to what we would be offering in a normal year. I am grateful to the Rec Staff for getting so many programs up and running this fall despite the additional challenges and complications caused by the pandemic.

### Preschool

The Marinwood Preschool is running smoothly and our two new teachers, Francesca and Alaina, have gotten the hang of things quickly. The staff dynamic is extremely positive and the program is going well.

### Pool Season

The pool season concluded on Friday, October 8<sup>th</sup>. We continued to offer lap swim, recreation swim, swim lessons, pool parties, and water polo right until the end. The season ended strong. I want to thank Recreation Supervisor John Paul Kessler and his Aquatics staff for facilitating another safe and successful pool season, especially amidst ever-changing circumstances.

I receive frequent praise from our pool patrons for our ever-friendly and ever-professional pool staff, and I am extremely proud of them.

## **PARKS & BUILDING MAINTENANCE**

### Trees

Over the week of September 13<sup>th</sup>, three trees with sudden oak disease were removed from the western entrance to the panhandle from Quietwood Drive and along the path near the maintenance facility.

### Turf Rehabilitation

The turf remains fenced off in the northern half of the park to let the new seeds germinate and take hold, but should be reopened in the next few weeks. Similar treatment will be performed to the other areas of the park. All irrigation in the park uses reclaimed water.

### Tennis Court Repairs

Repair work on all 5 of our tennis courts concluded on October 7<sup>th</sup>. On Courts 1 & 2 (courts closest to the street in Marinwood Park) and Creekside Court the cracks received a thorough treatment before a new topcoat was added. Courts 3 & 4 received minor spot repairs.

### Irrigation Maintenance

Staff have spent much of the past couple weeks updating some of the sprinkler heads and diagnosing a handful of leaks throughout the park. A combination of an aging irrigation system, ever-growing tree roots, natural ground compaction, and aggressive gopher and mole activity has resulted in more frequent irrigation repairs in recent years.

### Daily/Weekly Duties:

- Clean and restock Community Center building and park bathroom
- Blow/rake leaves around community center
- Empty garbage and dog waste receptacles in 3 parks and at trailhead
- Mow lawns in 3 parks and pool
- Irrigation inspection in 3 parks
- Check 3 playgrounds for graffiti and hazards
- Check and adjust pool chemistry/equipment