



REDCOM BOARD OF DIRECTORS

Meeting Agenda

October 1, 2026 @ 2:00 pm

**Sonoma County Sheriff's Office
2796 Ventura Ave
Windsor, CA 95492**

Join the meeting now

Meeting ID: 277 213 969 820 16

Passcode: RA9Ka2Xb

or by phone at [+1 929-376-1982](tel:+19293761982), [109621112#](tel:+19293761982)

Phone conference ID: 109 621 112#

Notice: Copies of additional materials provided to the Board of Directors for information on agenda items are available at the County of Sonoma Clerk of the Board's Office and the REDCOM fire & EMS 9-1-1 Center.

1. Call to Order
2. Approval of the Agenda
3. Public Comment Period

Anyone from the public may address the REDCOM Board of Directors regarding any subject over which the Board has jurisdiction, but which is not on today's agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board as a result of any items presented at this time.

Consent Calendar

4. Consent Items:
 - a. Approve the REDCOM Board Meeting Minutes for July 23, 2026
 - b. Revised Pay Schedule

Regular Calendar

5. Information Item: Executive Director's report
6. Information Item: FY26 Year-End Review
7. Action Item: Approve updated Fund Balance and Reserve Policy
8. Action Item: Adopt a Resolution to set-aside \$300,000 in one-time fund for console replacement
9. Information Item: Update from the JPA Ad Hoc
10. Information Item: Expanded REDCOM Duty Officer's role
11. Action Item: Delegate Authority to the Executive Director to negotiate and enter into Legal Services Agreement, in a form approved by Counsel, with Hanson Bridgett LLP
12. Requests for future agenda items
13. Next Regular meeting: February 4, 2027
Location: 2796 Ventura Ave, Santa Rosa, Ca 95403 - Sonoma County Sheriff's Office
14. Adjournment: Motion to adjourn.



REDCOM BOARD OF DIRECTORS

Meeting Agenda

July 23, 2026 @ 2 pm

**2796 Ventura Ave
Santa Rosa, Ca 95403**

Join: <https://teams.microsoft.com/meet/284726943018257?p=TqilRGQutu153lBdVX>

Meeting ID: 284 726 943 018 257

Passcode: Jx2aL3Lp

or by phone at [+1 929-376-1982](tel:+19293761982),,574413065#

Phone conference ID: 574 413 065#

Notice: Copies of additional materials provided to the Board of Directors for information on agenda items are available at the County of Sonoma Clerk of the Board's Office and the REDCOM fire & EMS 9-1-1 Center.

Present:

Steve Akre- Sonoma Valley- Chair
Scott Westrope- SRF
Jason Boaz- Healdsburg
Bryan Cleaver- CVEMSA
Bronwyn Golly- Coast Life Support
Ron Busch- SCY

Others Present:

Ethan Pawson- County Counsel
Charlotte Jordain- REDCOM
Melissa Estrella- ACTTC
Corin Burns- REDCOM
Evonne Stevens- REDCOM
Kenneth Reese- REDCOM
Deborah Muchmore- REDCOM

Michelle Freese- REDCOM
Chad Costa- PFD
Billy Leuenberger- REDCOM
Monica Vanoni- REDCOM
Sean Lacy- SON
Jeff Schach- PFD

1. Call to Order Made by Steve Akre @ 2:03pm
2. Approval of the Agenda: Motion to approve the agenda made by Bronwyn Golly, seconded by Chief Westrope.
3. Public Comment Period
Anyone from the public may address the REDCOM Board of Directors regarding any subject over which the Board has jurisdiction, but which is not on today's agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board as a result of any items presented at this time.
None

Consent Calendar

4. Consent Items:
 - a. Approve the REDCOM Board Meeting Minutes for March 5, 2026
 - b. Harshwal Audit ReportMotion to approve the Consent Items made by Brian Cleaver, seconded by Chief Busch.

Regular Calendar

5. Information Item: Executive Director's Report
6. Action Item:
 - a. Approve REDCOM' Strategic Plan
 - b. Create an Ad-Hoc Committee of the Board to transition REDCOM to an Emergency Command Center (Strategic Priority E)Motion to approve the Strategic Plan and create an Ad-Hoc Committee for the transition of REDCOM to become an ECC, made by Chief Boaz, seconded by Chief Westrope.

7. Action Item: Approve the Classification and recruitment of the Communications Systems and Operations Manager Position
 - a. Resolution 2026-06 Establishing and Adopting the New Job Classification of Communications Systems and Operations Manager, Approve the Related Specification and Pay Range, and Authorize the Executive Director to Make Future Non-Substantive Changes to the Documents and Exhibit A- Classification Specification

Motion to approve the Classification and recruitment of the Communications Systems and Operations Manager Position, made by Chief Westrope, seconded by Chief Busch.
8. Action Item: Authorize the Executive Director to Issue the Request for Qualifications for Legal Services

Motion to approve the Executive Director to Issue the Request for Qualifications for Legal Services, made by Chief Westrope, seconded by Chief Boaz.
9. Requests for future agenda items
 - a) Look at budget from FY 25-26 and bring a revised fund balance
10. Next Regular meeting will be – October 1, 2026
Location: 2796 Ventura Ave, Santa Rosa, Ca 95403 - Sonoma County Sheriff's Office
11. Adjournment: Motion to adjourn.

Motion to adjourn made by Chief Westrope, seconded by Chief Busch @3:26pm



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

STAFF REPORT

TO: Board of Directors

MEETING DATE: October 1, 2026

PREPARED BY: Deborah Muchmore, Human Resources Advisor (MTC)

APPROVED BY: Evonne Stevens, Executive Director

**ITEM 4b: ADOPT A RESOLUTION REVISING THE PUBLIC PAY SCHEDULE AND
AUTHORIZE THE EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTATIVE CHANGES TO
THE RANGE AND SCHEDULE.**

RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution revising the REDCOM public pay schedule, effective September 1, 2026, and authorize the Executive Director to make non-substantive changes to the range and schedule.

SUMMARY

On February 6, 2025, REDCOM revised its public pay schedule to include previously approved increases for REDCOM employees. Since then, represented and non-represented employees have become eligible for additional increases. A public pay schedule must represent the most current pay ranges for all approved positions. This item reflects the September 2026 increases authorized and approved by the board as part of the United Emergency Medical Services Workers (UEMSW) AFSCME Local 4911, AFL-CIO (UEMSW-AFSCME) and the Compensation and Benefits Resolution for management and administrative employees.

DISCUSSION

California Code of Regulations section 570.5 requires that a public entity post a publicly available pay schedule that is approved by the governing body in a regular open meeting and includes the following elements:

1. Lists every employee position title.
2. Shows the pay rate for each position.
3. Indicates the frequency of pay.
4. Is posted at the employer's office or website, accessible during normal business hours.

5. States an effective date and any revision dates.
6. Is retained for public inspection for at least five years.
7. Is separate and apart from any other document.

This revision of REDCOM's public pay schedule is effective 9/1/2026; however, because it contains the pay of the Executive Director, it is being considered for approval today in the first regular meeting since the effective date of the pay changes. This revision includes increases of \$1.50 an hour for members of UEMSW-AFSCME and a 3.8% increase for employees covered by REDCOM's Compensation and Benefits Plan. These pay changes are effective 9/1/2026 and are approved by the board as part of the UEMSW-AFSCME memorandum of understanding and the current compensation and benefits plan.

RECOMMENDATION

It is recommended that the Board of Directors adopt a Resolution revising the REDCOM Public Pay Schedule of September 1, 2026, and authorize the Executive Director to make non-substantive changes to the ranges and schedule.

FISCAL IMPACTS

There is no fiscal impact of approving this Resolution establishing the new pay range and public pay schedule. The fiscal impact of the increases was previously approved as part of the 2026-2027 fiscal year budget.

ATTACHMENTS

Attachment 1 – Resolution and Exhibit A - REDCOM Public Pay Schedule



Resolution No: 2026-07

Dated: October 1 , 2026

**ADOPT A RESOLUTION REVISING THE PUBLIC PAY SCHEDULE AND
AUTHORIZE THE EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTATIVE
CHANGES TO THE RANGE AND SCHEDULE.**

WHEREAS, California Code of Regulations section 570.5 requires that a public entity post a publicly available pay schedule that shows the pay rate for each position; and

WHEREAS, on February 6, 2025, REDCOM revised its public pay schedule to include previously approved increases for REDCOM employees; and

WHEREAS, on September 1, 2026, represented and non-represented employees became eligible for increases; and

WHEREAS, a public pay schedule must represent the most current pay ranges for all approved positions; and

WHEREAS, the REDCOM Board desires to revise the REDCOM Public Pay Schedule to include the new pay ranges and increases as shown in Exhibit A included herein; and

WHEREAS, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the employee pay ranges and public pay schedule that are clerical and typographical in nature and do not or change the impact of an approved pay range.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of REDCOM hereby revises the REDCOM Public Pay Schedule, attached hereto and included herein, and authorizes the Executive Director to make non-substantive changes to the employee pay range and pay schedule.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the REDCOM Board of Directors this 1st day of October 2026, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Westrope	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Busch	Aye_____	No_____	Absent_____



REDCOM

Director Golly	Aye_____	No_____	Absent_____
Director	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

Stephen Akre,

Chair of REDCOM Board of Directors

Evonne Stevens,

REDCOM Executive Director

Exhibit A: REDCOM Public Pay Schedule

REDCOM PUBLIC PAY SCHEDULE

Effective September 1, 2026
Revised October 1, 2026

	Step A	Step B	Step C	Step D	Step E	
Executive Director	137,302.22	144,167.33	150,752.94	158,290.59	166,205.12	Annual
	66.01	69.31	72.48	76.10	79.91	Hourly
	5,280.85	5,544.90	5,645.75	6,088.10	6,392.50	Bi-weekly
	0	0	0	0	0	
Communications Manager	130,809.77	137,350.26	144,217.77	151,428.66	159,000.09	Annual
	62.89	66.03	69.34	72.80	76.44	Hourly
	5,031.14	5,282.70	5,546.84	5,824.18	6,115.39	Bi-weekly
	-	-	-	-	-	
Administrative Services Coordinator	81,065.73	87,417.23	94,266.37	101,652.14	109,616.59	Annual
	40.03	43.16	46.54	50.19	54.12	Hourly
	3,202.10	3,452.98	3,723.52	4,015.26	4,329.86	Bi-weekly
	-	-	-	-	-	
Associate Data Systems Adm	80,406.89	84,427.23	88,648.59	93,081.02	97,735.07	Annual
	38.66	40.59	42.62	44.75	46.99	Hourly
	3,092.57	3,247.20	3,409.56	3,580.04	3,759.04	Bi-weekly
	-	-	-	-	-	
Administration Assistant	57,609.88	60,490.37	63,514.89	66,690.64	70,025.17	Annual
	27.70	29.08	30.54	32.06	33.67	Hourly
	2,215.76	2,326.55	2,442.88	2,565.02	2,693.28	Bi-weekly
	0	0	0	0	0	
Communications Supervisor	119,294.35	125,259.07	131,522.03	138,098.13	145,003.03	Annual
	57.35	60.22	63.23	66.39	69.71	Hourly
	4,588.24	4,817.66	5,058.54	5,311.47	5,577.04	Bi-weekly

Communications Dispatcher	Shift Type	Step 1 < 6 mos.	Step 2 6 mos. To 1 yr.	Step 3 1-3 yrs.	Step 4 3-4 yrs.	Step 5 5-7 yrs.	Step 6 7+ yrs.
	Eff. 10/9/2024 TWELVE/42	37.42	38.40	41.46	43.93	46.29	48.93
	Eff. 9/1/2025 Add \$2.00/hr TWELVE/42	39.42	40.40	43.46	45.93	48.29	50.93
	Eff. 9/1/2026 ADD \$1.50/hr TWELVE/42	40.92	41.90	44.96	47.43	49.79	52.43

INCENTIVES:

Incentives are based on role, assignment, and also as defined for Communications Dispatchers in the agreement between REDCOM and UEMSW AFSCME, Local 4911, AFL-CIO

Communications Training Officer
Communications Relief Supervisor
Bilingual Incentive Premium
Shift Differential

Add \$1.50/hour for every hour worked
Add \$2.00/hour when assigned and acting in the role
\$70 per month paid in equal installments each pay period
Add \$2.50 per shift for hours worked between 1900-0700



REDCOM

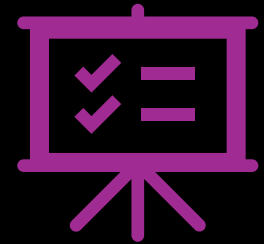
October 1, 2026

Executive Directors

Report

Presented by Evonne Stevens, REDCOM Executive Director

Operational Report



REDCOM's accreditation remains in good standing through August 2027. No issues or concerns have been identified at this time. Staff will initiate the reaccreditation process in advance of the expiration date and will keep the Board informed of progress and timelines.



911 CALL Answer times- second quarter REDCOM continues to deliver exceptional emergency communications performance across all metrics. The following report covers 911 call answer time data for June, July and August 2026, reflecting the agency's sustained commitment to rapid, life-safety response for the communities of Sonoma County. All data is drawn from the PSAP Answer Time Report system, covering voice calls, all days of the week, across a 24-hour time block. Abandoned calls are included in total figures.



REDCOM is transitioning to full implementation of Telephone CPR (T-CPR) caller-directed instructions, in alignment with industry standards established by the International Academies of Emergency Dispatch (IAED). T-CPR is now recognized as the standard of care for Emergency Medical Dispatchers (EMDs), requiring dispatchers to guide callers through hands-on CPR instructions in real time while help is on the way. As an IAED Accredited Center of Excellence, REDCOM is committed to ensuring our dispatch staff are fully trained and compliant with this life-saving protocol, which has been shown to significantly improve survival outcomes in out-of-hospital cardiac arrest events.

June 2026 EMD

Cases by Overall Compliance			Percentage of Total Deviations	
Compliance	Count	%	Deviation	%
Compliant	18	16.67%		99.74%
High Compliance	77	71.30%	CRITICAL	0.01%
Low Compliance	2	1.85%	MAJOR	0.07%
Non-Compliant	2	1.85%	MINOR	0.09%
Partial Compliance	9	8.33%	MODERATE	0.10%
Total	108	100.00%		

Calls over Time

June 2026 EFD

Cases by Overall Compliance			Percentage of Total Deviations	
Compliance	Count	%	Deviation	%
Compliant	21	24.14%		99.54%
High Compliance	56	64.37%	CRITICAL	0.04%
Low Compliance	1	1.15%	MAJOR	0.08%
Non-Compliant	5	5.75%	MINOR	0.20%
Partial Compliance	4	4.60%	MODERATE	0.14%
Total	87	100.00%		

Calls over Time

July 2026 EMD

Cases by Overall Compliance		
Compliance Level	Count	%
High Compliance	82	72.57%
Compliant	21	18.58%
Partial Compliance	7	6.19%
Low Compliance	1	0.88%
Non-Compliant	2	1.77%
Total	113	100.00%

Percentage of Total Deviations	
Deviation	%
	99.75%
MINOR	0.05%
MODERATE	0.14%
MAJOR	0.06%
CRITICAL	0.01%

July 2026 EFD

Cases by Overall Compliance		
Compliance	Count	%
High Compliance	49	77.78%
Compliant	9	14.29%
Partial Compliance	2	3.17%
Non-Compliant	3	4.76%
Total	63	100.00%

Percentage of Total Deviations		
Deviation	Count	%
	5616	99.75%
MINOR	3	0.05%
MODERATE	8	0.12%
MAJOR	2	0.04%
CRITICAL	2	0.04%

August 2026 EMD

Cases by Overall Compliance		
Compliance Level	Count	%
High Compliance	76	66.09%
Compliant	24	20.87%
Partial Compliance	5	4.35%
Low Compliance	2	1.74%
Non-Compliant	8	6.96%
Total	115	100.00%

Percentage of Total Deviations	
Deviation	%
	99.64%
MINOR	0.09%
MODERATE	0.16%
MAJOR	0.06%
CRITICAL	0.05%

August 2026 EFD

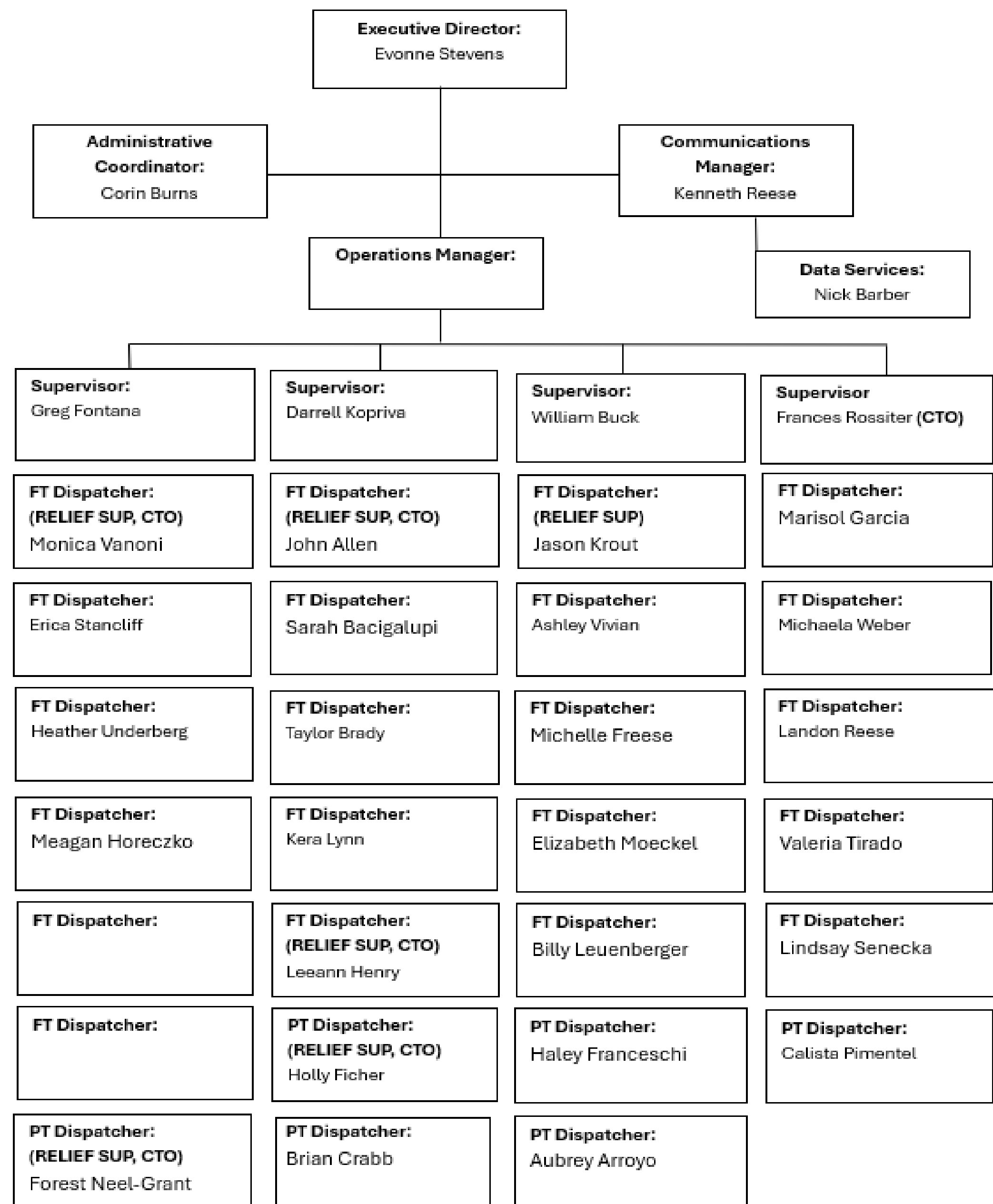
Cases by Overall Compliance		
Compliance	Count	%
High Compliance	46	70.77%
Compliant	14	21.54%
Partial Compliance	2	3.08%
Low Compliance	2	3.08%
Non-Compliant	1	1.54%
Total	65	100.00%

Percentage of Total Deviations		
Deviation	Count	%
	5834	99.73%
MINOR	4	0.07%
MODERATE	7	0.12%
MAJOR	4	0.07%
CRITICAL	1	0.02%

TECHNOLOGY UPDATES

- **Fire Station Alerting (FSA)**
- Final configuration underway; go-live October 5th for the 5 stations with IP infrastructure
- Continuing partnership with Honeywell for expansion to additional stations
- Automated voice testing to follow in a future phase
- **Tablet Command – Radio Channel Automation**
- Project complete – all data entry finalized
- Night shift provided key technical support to complete the buildout
- Currently analyzing overlapping ESZs between radio zones
- Adjustments will be made as needed
- **AXON Calltaker AI**
- Implementation begins week of September 28th with Octave/Hexagon
- Testing to run throughout October
- Production go-live targeted for October 26th (pending successful testing)
- **Auto Helo Mapping & ESZ Refinement**
- New Auto Helo map releasing
- Analyzing additional ESZ overlaps for correction
- Target: all EMD codes complete by November 1st (pending agency review/approval)
- **Automated Control Channel Deployment**
- Adding Control Channel to the dispatch text, active 911 & rip and run
- **Engine Renumbering Project**
- Nearly all agencies have completed renumbering
- Tablet Command updated to reflect new numbering
- IROC updated to reflect new numbering

REDCOM STAFFING





Staffing and Recruitment Update

New Hires — Emergency Communications Dispatchers

- Great news to share — **Valeria Tridado** and **Erica Standcliff** have successfully cleared the background investigation process and are now in training!
- **Erica Standcliff** is training under **Monica Vanoni**
- **Valeria Tridado** is training under **Lyz Moeckel**
- Both trainees are in the call taking module, and we're excited to see them continue to grow into their roles here at REDCOM.

We are pleased to report continued momentum in our recruitment for the Emergency Communications Dispatcher position, having attracted a strong and capable pool of candidates

REDCOM SUPERVISOR ANNOUNCEMENT

- **Please join us in congratulating Darrell Kopriva on his well-earned promotion to Supervisor!**
- Darrell brings with him an extraordinary depth of knowledge, experience, and dedication that spans more than four decades in public safety. His career began in Emergency Medical Dispatch in Sonoma County back in 1984, and since then he has built a truly remarkable legacy of service throughout the region.
- Began his distinguished career in EMD in Sonoma County in 1984
- Dedicated 27 years of service with Graton Fire District
- Served as a REDCOM Communications Dispatcher for over 20 years, providing steady, dependable expertise on the dispatch floor
- Represented and advocated for his fellow employees as Chief Shop Steward for several years
- Darrell's unmatched institutional knowledge, steady leadership, and genuine care for both the operation and the people within it make him a truly outstanding choice for this new role. His journey from EMD trainee to Supervisor reflects decades of hard work, loyalty, and commitment to excellence in emergency communications.
- Please join us in congratulating Darrell on this incredible milestone in his career. We are proud to have him step into this new leadership role, and we look forward to the continued impact he will have on our team and the communities we serve.
- **Congratulations, Darrell!**



REDCOM

Expansion Project

- **Sheriff's Office Community Outreach Relocation**
- **Progress to Date**
- Sheriff's Office Community Outreach team scheduled to move into temporary space at La Plaza B on Wednesday, September 23
- High- and low-voltage site walk completed this week, providing information to support upcoming construction coordination
- **Next Steps**
- Construction start date still being finalized
- Has been confirmed to start on Oct 5th
- **Ongoing Work**
- RFI and submittal review
- Security clearance processing
- Staging logistics coordination



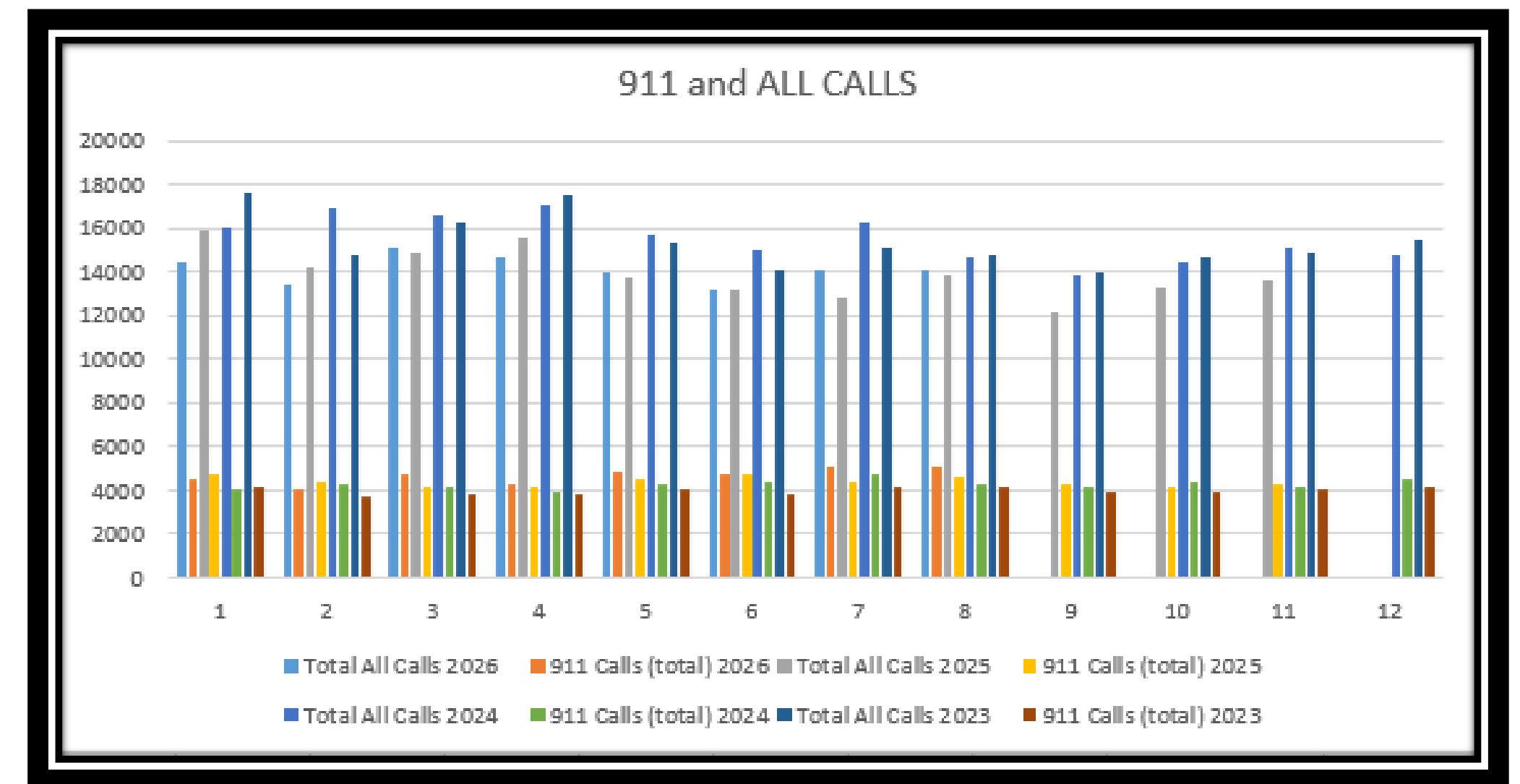
A large, dark silhouette of two people embracing is positioned on the left side of the slide. The background is a soft, warm gradient of orange and yellow, suggesting a sunset or sunrise. The overall mood is supportive and caring.

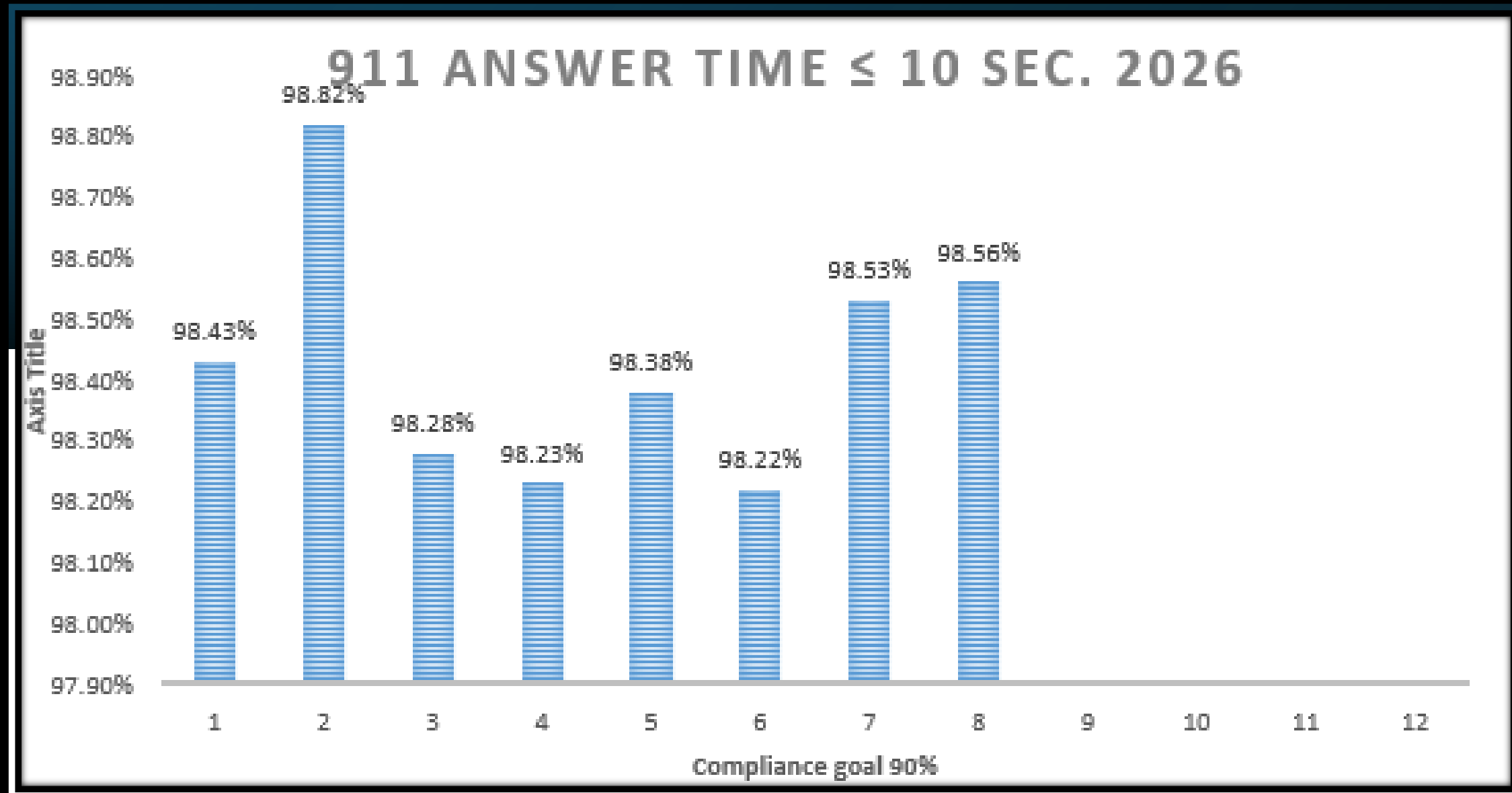
Peer Support Team Development

- **Employee Wellness & Resiliency Programs**
- **First Responders Resiliency Inc. Retreat**
- Two REDCOM dispatchers attended the First Responders Resiliency Inc. retreat in May 2026, an immersive experience focused on mental health, resilience, and peer support best practices
- REDCOM will send additional employees to the retreat again in November 2026
- First Responders Resiliency Inc. has graciously extended coverage for one attendee, with a second attendee spot provided at no cost
- REDCOM plans to continue its collaboration with First Responders Resiliency Inc. as the program matures
- **Peer Support Training**
- Two additional employees have completed peer support training, further expanding REDCOM's internal peer support capacity
- **PowerLine Wellness Application**
- REDCOM is implementing the PowerLine wellness application through PowerDMS as an additional employee well-being resource
- Platform offers anonymous peer support access, a content library on mental health/resilience topics, and family access features
- Setup is in final stages; dispatchers expected to begin using the app by the **second week of October**
- Tool complements REDCOM's existing peer support structure and reflects ongoing commitment to workforce health and resilience

Call Trends

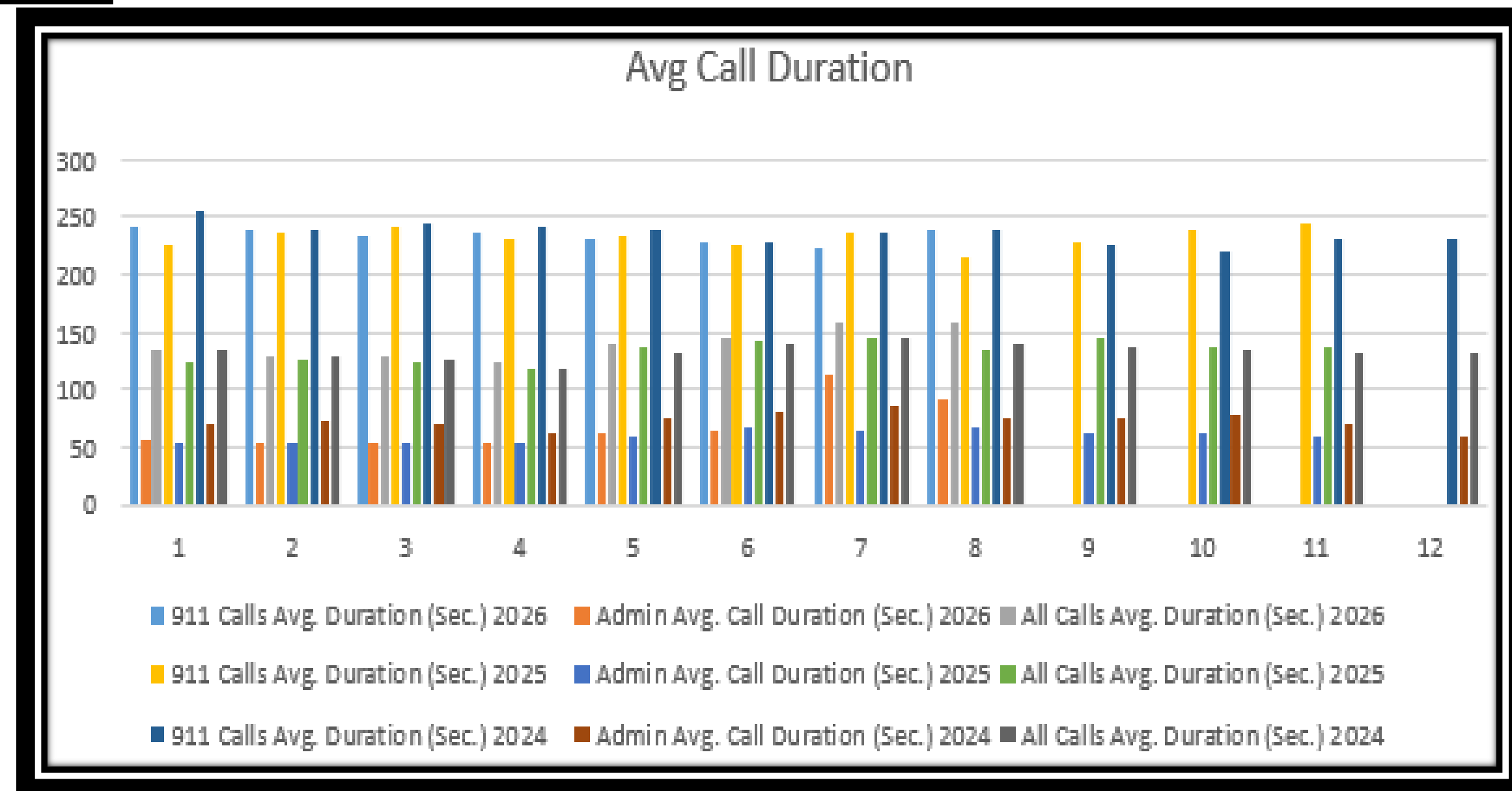
- The REDCOM workload is largely dependent on total telephone call volumes and call durations. Although telephone call volumes do not account for the total number of all work processes, there is a strong correlation between total telephone call volume and workload in the communications center. The following workload trends are actively monitored by REDCOM management:
- Total and 911 telephone call volume by month: 911 call volume is monitored to ensure appropriate staffing and additional resources are available to manage the latest trends in volume.





Answer Time Performance Criteria:

- Answer 90% of all 911 calls within 10 seconds.
- Answer 95% of all calls within 20 seconds.



July 2026 Answer Times

- 0-10 sec. = 98.53%
- 0-20 sec. = 99.76%

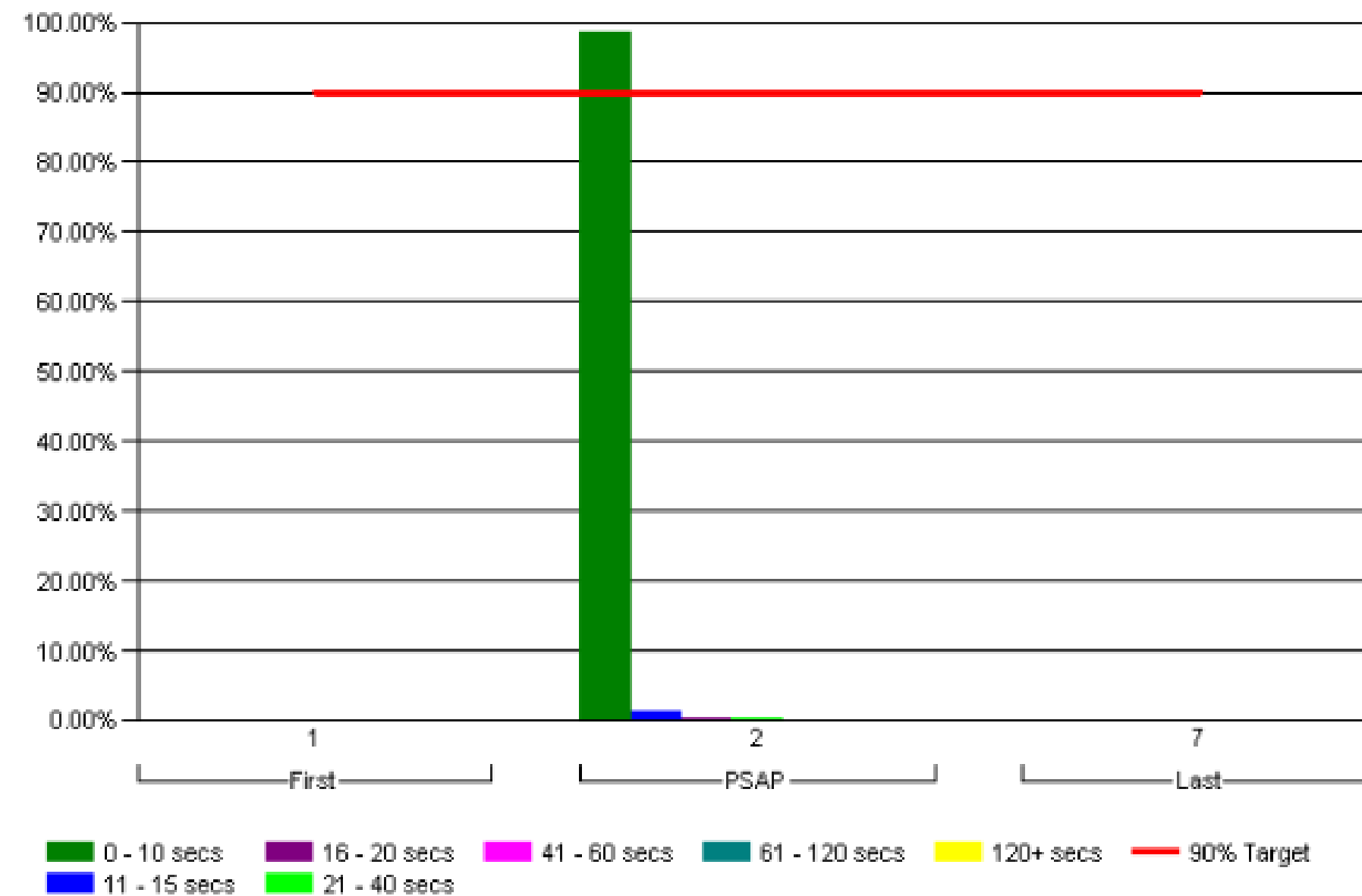
PSAP Answer Time

Sonoma County REDCOM Fire & EMS
2796 Ventura Ave
Santa Rosa, CA 95403 County: Sonoma

Month - Year: July 2026
Agency Affiliation: Fire
PSAP Size: Large

Report Date: 09/23/2026 15:17:58
Report Date From: 07/01/2026
Report Date To: 07/31/2026
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Days Of Week: All
Call Type: 911 Calls
Abandoned Filters: Include Abandoned
Agency Affiliation: All
PSAP Size: All
Include: Voice Calls

Answer Time Comparison



August 2026 Answer Times

- 0-10 sec. = 98.56%
- 0-20 sec. = 99.70%

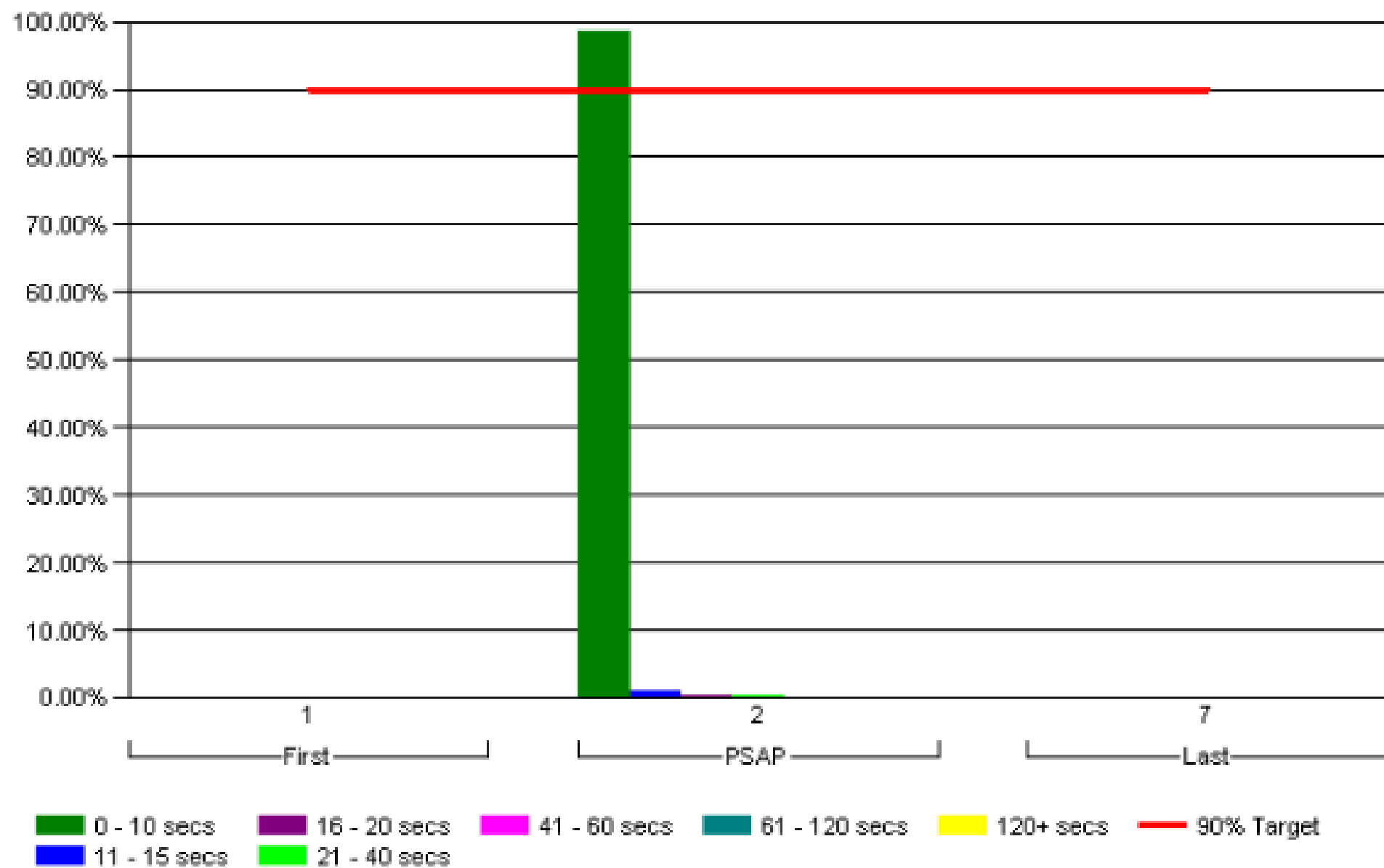
PSAP Answer Time

Sonoma County REDCOM Fire & EMS
2796 Ventura Ave
Santa Rosa, CA 95403 County: Sonoma

Month - Year: August 2026
Agency Affiliation Fire
PSAP Size Large

Report Date: 09/23/2026 15:18:10
Report Date From: 08/01/2026
Report Date To: 08/31/2026
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Days Of Week: All
Call Type: 911 Calls
Abandoned Filters: Include Abandoned
Agency Affiliation: All
PSAP Size: All
Include: Voice Calls

Answer Time Comparison





REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403

STAFF REPORT

TO:	Board of Directors
MEETING DATE:	October 1, 2026
PREPARED BY:	Charlotte Jourdain, Strategic Planning Specialist
ITEM 6:	FY25-26 Year-End fiscal review

RECOMMENDATION:

Receive a presentation on the FY25-26 Year-End fiscal review.

BACKGROUND:

Your Board approved the FY 25-26 Operations and Device replacement Budgets in March 2025, which authorized \$8,017,225 in total expenditures, largely funded by member assessments and through previously approved use of fund balance.

It is important to remember that the FY 25-26 Budget was prepared based on unknown true costs given the transition from AMR, similar to the Revised FY24-25 budget.

DISCUSSION

There is a one-time net surplus of \$1,255,043 after accounting for all FY25-26 revenues and expenses.

Revenues lower than anticipated by 2.4%:

As of June 30, 2026, net revenues received were 2.4% lower than anticipated (-\$191,382). This is due to late payments from providers (\$114,934 in accounts receivables as of September 23, 2026 for FY 25-26 dues and fees only), and a correction to call volume calculation resulting in a credit to SCFD-EMS (\$35K), partially offset by unanticipated revenues including interest revenues (\$115K), NASCAR event (\$11K). Staff is following up with providers to collect unpaid balances.

Expenses lower than anticipated by 14.6%:

Salaries and benefits were 18.2% lower than budgeted, or a saving of \$1,032,436. Several employees were on FMLA in FY25-26 in addition to the lengthy hiring process and low overtime due to mostly blue sky days.

The FY 26-27 Approved Budget draws lessons from the FY 24-25 Revised Year End report, which also realized a surplus, and sets Salaries and Benefits at 8% lower than FY 25-26. Your Board has also approved one additional budgeted FTE for the Communications Systems and Operations Manager's position. Staff will continue to propose adjustments to the costing of Salaries and Benefits as part of the annual budget process.

Services and Supplies were 6.9% lower than budgeted or a saving of \$151,636, including office supplies (-\$54,129), outside (Labor) Counsel (-\$40,000), travel and training (-\$11,039), and consulting (-\$28,030), partially offset by unbudgeted / unanticipated expenses including (Velocity Voice Solutions (+\$49,797), fiscal and accounting services (+\$39,846 over budget) and computer equipment (\$+33,270 over budget). The contingency budget was also left unused (-\$27,960).

Fund Balance:

The ending Fund Balance as of June 30, 2026 is \$1,728,378 (this includes the surplus and all previously available funds that are not earmarked for specific purposes).

REDCOM's current Fund Balance Policy sets the Fund Balance at 17% of operating expenses. Under this standard, \$1,135,308 of the \$1,728,378 would be set aside in Fund Balance for unanticipated needs, leaving \$593,070 to be re-appropriated if desired. Because the current Year-End Fund Balance meets the threshold established in the current Fund Balance policy, there is no need to replenish Fund Balance. In addition to this Fund Balance, your Board previously approved an Equipment reserve contribution, and the REDCOM facility expansion project budget is fully funded.

Your Board previously lowered the Fund Balance level to 9.12% in October 2025. Under this standard, \$614,402 of the \$1,728,378 would be set aside in Fund Balance for unanticipated needs, leaving \$1,113,976 to be re-appropriated if desired.

As a point of comparison, setting Fund Balance at 13% would mean that \$868,176 of the \$1,728,378 is set aside in Fund Balance for unanticipated needs, leaving \$860,202 to be re-appropriated if needed.

FISCAL IMPACTS

There is no fiscal impact associated with this presentation.

Attachment 1: Year-End Budget-to-Actuals and Fund balance report as of June 30, 2026

REDCOM Operations Budget
78401-66060100

Fund Balance Summary	FY 23-24	FY24-25	FY 25-26	FY 25-26			FY 26-27
	Actual	Actual	Budget	Actual	(over) budget	%	Budget
Beginning Fund Balance Available for Budgeting	\$ 2,206,838	\$ 1,912,857	\$ 2,143,879	\$ 2,143,879			\$ 1,728,378
Plus Revenues	5,392,762	7,850,120	8,036,249	7,844,867	191,382	2.4%	8,221,962
Less:							
Salaries & benefits	-	(3,132,137)	(5,677,670)	(4,645,234)	1,032,436	-18.2%	(5,220,620)
Services & supplies	(5,306,487)	(3,568,441)	(2,184,683)	(2,033,047)	151,636	-6.9%	(2,191,464)
Operational expenses	(5,306,487)	(6,700,577)	(7,862,353)	(6,678,280)	1,184,073	-15.1%	(7,412,084)
Capital expense	(439,603)	(869,971)	(2,048,045)	(1,785,693)	262,352	-12.8%	(799,400)
Total expenses	(5,746,090)	(7,570,548)	(9,910,398)	(8,463,973)	1,446,425	-14.6%	(8,211,484)
Net Cost	\$ (353,328)	\$ 279,571	\$ (1,874,149)	\$ (619,106)	1,255,043		\$ 10,478
Adjustments:							
Add back deprecation		\$ 175,000	\$ 175,000	\$ 203,605			\$ 175,000
PY Audit adjustment	\$ 59,346	(223,549)					-
							(85,478)
Adjusted Net Cost	\$ (293,982)	\$ 231,022	\$ (1,699,149)	\$ (415,501)			\$ 100,000
Ending Fund Balance Available for Budgeting	\$ 1,912,857	\$ 2,143,879	\$ 444,730	\$ 1,728,378			\$ 1,828,378

*balance
reserve*

\$ (1,135,308)

*Fund balance
after reserve*

\$ 593,070

8.88%

excludes accounts receivables and designated reserves (facility expansion and equipment)



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403

STAFF REPORT

TO:	Board of Directors
MEETING DATE:	October 1, 2026
PREPARED BY:	Charlotte Jourdain, Strategic Planning Specialist
ITEM 8:	Fund Balance & Reserve Policy
STRATEGIC PRIORITY:	N/A

RECOMMENDATION:

Adopt the updated Fund Balance & Reserve Policy

BACKGROUND

Your Board adopted REDCOM's current Fund Balance Policy effective February 10, 2011 (attached), which sets aside two months (17%) of operating expenditures (budget) as undesignated fund balance for unplanned, emergency needs, in line with the general recommendation of the Government Finance Officers Association (GFOA)

In March 2025, your Board then approved a temporary drop in *projected* fund balance to 12.6% as part of the FY 25-26 Budget, to limit the increase in providers assessments after the transition from AMR.

In October 2025, upon reviewing the FY24-25 Year-End results, your Board received a presentation outlining that the GFOA general recommendation could be revised downwards, because REDCOM is a smaller, single-purpose agency with predictable income mostly from intergovernmental transfers. The presentation discussed comparable organizations' Fund Balance (North County Dispatch JPA uses 17% and Sacramento Regional Fire uses 8%.) The presentation highlighted that the Fund Balance threshold should be considered in light of unanticipated risks, which for REDCOM include equipment and technology failure, and catastrophic incidents requiring unanticipated overtime.

Still in October 2025, upon the review of FY 24-25 yielding a one-time surplus of \$1,306,307, and the funding needs of the facility's expansion's project after receiving construction bids, your Board approved a further temporary drop in Fund Balance to 9.12%. The facility's expansion project is currently on-budget, although construction has only just started.

In March 2026, your Board approved the FY 26-27 Budget which projected a Fund Balance of 10.1% of total expenditures or \$719,446, based on actuals as of June 30, 2025. The FY 26-27 Budget also includes a \$207,548 contribution to the new Equipment Reserve.

DISCUSSION

The proposed Fund Balance and Reserve Policy would replace REDCOM's 2011 Fund Balance Policy, with an

effective date of October 30, 2026. It gives member and contract agencies (Providers) a clear, predictable set of rules for how fund balance and reserves are built, used, replenished and reported. Its main provisions are:

- Board authority: Only the Board may use, distribute, create, change or close fund balance or reserves, or change the fund balance target. The Board acts by resolution, budget adoption or budget amendment. The one exception is the limited emergency authority described below.
- Fund balance target: The Operating Fund would hold a fund balance of [17%] of the "Reserve Base," which is about two months of operating expenses. That matches broader the Government Finance Officers Association (GFOA) recommendation. The Reserve Base leaves out depreciation, debt principal, Provider-specific and pass-through costs, and one-time Board-funded projects.
- Falling below and rebuilding: The Board may let fund balance drop below the target for a one-time investment or an emergency. If the year-end balance is below target, staff will present options for rebuilding it, such as year-end savings, one-time revenue, or a separate "Contribution to Fund Balance" line in Provider assessments. The Board decides whether to rebuild and how quickly.
- Use of excess fund balance: Any amount above the target is considered in this order: keeping the target funded, safeguarding operations (for example, extra contributions to the equipment reserve), improvements that benefit most Providers, and then credits to Providers.
- Emergency spending authority: If an emergency threatens dispatch operations and can't wait for a Board meeting, the Executive Director may authorize up to \$50,000. Above \$50,000, the Executive Director and the Board Chair must authorize it together. Spending is funded in a set order: budget savings, Project Reserves, the Equipment Replacement Reserve, then fund balance. It requires notice within 48 hours and Board ratification at the next meeting. A special meeting is called if costs are expected to exceed \$100,000 or last more than 30 days.
- Equipment Replacement Reserve: This formalizes the reserve the Board created in March 2026. It is funded through annual Provider contributions based on a Replacement Schedule that is updated every year and covers equipment costing \$5,000 or more. Contributions are allocated the same way as dispatch dues.
- Provider-specific funds: Provider tablet replacement accounts and pass-through funds are tracked separately. They can be used only for their stated purpose, are kept out of fund balance, and can never be used for emergency spending.
- Reserves and interest: The policy sets out how the Board creates and closes reserves. Leftover balances return to fund balance unless the Board re-appropriates them. Interest stays in the fund that earned it.
- Reporting: Each proposed budget will show projected fund balance and reserve levels. After each fiscal year, typically at the October Board meeting, staff will present an annual Fund Balance and Reserve Report comparing actual balances with the target and funding goals.

FISCAL IMPACT

Adoption of the Revised Fund Balance Policy has no fiscal impact.

Attachment 1: REDCOM's current Fund Balance Policy, effective Feb 2011

Attachment 2: Proposed updated Fund Balance and Reserves Policy

Attachment 3: Equipment Reserve

Attachment 4: Resolution adopting the Revised Fund Balance Policy

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____ And passed by the REDCOM Board of Directors this 1st Day of October 2026, on regular roll call vote of the members of said Board:

Chair Akre	Aye _____	No _____	Absent _____
Vice Chair Westrope	Aye _____	No _____	Absent _____
Secretary Cleaver	Aye _____	No _____	Absent _____
Director Boaz	Aye _____	No _____	Absent _____
Director Busch	Aye _____	No _____	Absent _____
Director Golly	Aye _____	No _____	Absent _____
Director	Aye _____	No _____	Absent _____
Vote:	Aye _____	No _____	Absent _____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

 Stephen Akre,
 Chair of REDCOM Board of Directors

 Evonne Stevens,
 REDCOM Executive Director

REDCOM

Redwood Empire Dispatch Communications Authority

Fund Balance and Reserve Policy

Status	For Board approval
Adopted by	Board of Directors, Resolution No. 2026-08
Effective date	October 30, 2026
Supersedes	Fund Balance Policy, effective February 10, 2011
Next scheduled review	Fiscal Year 2029-30 or earlier

1. Purpose

This policy establishes how REDCOM maintains, uses, replenishes, and reports its fund balance and reserves. Its objectives are to:

- ensure uninterrupted dispatch services in the event of an unexpected revenue disruption, emergency, or unanticipated expenditure;
- plan and fund the timely replacement of critical dispatch equipment, avoiding the need for special assessments outside the budget cycle;
- provide member agencies and contract agencies with a clear, predictable, and transparent framework for how fund balance and reserves are built, used, and reported.

2. Scope

This policy supersedes the Fund Balance Policy effective February 10, 2011. If this policy conflicts with the REDCOM Joint Powers Agreement (JPA), the JPA governs. It applies to all REDCOM funds, which are managed and overseen by REDCOM's Treasurer, the County of Sonoma Auditor-Controller-Treasurer-Tax Collector.

3. Board Authority

Except for the limited emergency authority in Section 10, **only the Board of Directors may:**

- appropriate Fund Balance or any reserve;
- distribute, refund, or credit Fund Balance or any reserve to Providers;
- establish, increase, reduce, transfer between, or close any reserve; or
- change the Fund Balance target, or authorize Fund Balance to fall below.

The Board acts by resolution, by adopting the annual budget, or by approving a budget amendment. A budget action satisfies this section only if it clearly identifies the Fund Balance or reserve being used. No officer, employee, or agent of REDCOM, including the Executive Director and the Treasurer / ACTTC, may take any of these actions on their own.

4. Roles and Responsibilities

Board of Directors. Adopts this policy and makes the decisions described in Section 3.

Treasurer, Auditor, and Controller. Under the JPA, the County of Sonoma may and currently serves as REDCOM's Treasurer and Auditor. Pursuant to Sonoma County's services agreement with REDCOM, the County also provides accounting services to REDCOM. Under this arrangement, the ACTTC Client Accounting Division ("ACTTC") prepares billing invoices and maintains collections tracking; prepares deposits and delivers them the County Treasury; prepares / process / amend contract requisitions as required; establishes new suppliers as required and processes suppliers' payments; processes biweekly payroll and prepare monthly payroll bank account reconciliations; prepare monthly cash projections and prepares detail transactions report for REDCOM staff; assists REDCOM staff with budget development and budget adjustments; attends REDCOM Board meetings as requested; assists with year-end closing procedures; works with external auditors on the preparation of financial audits; prepares and submits the Annual Financial Report to the State Controller's Office.

Executive Director. Manages REDCOM operations; maintains the Replacement Schedule with the ACTTC; notifies the ACTTC when a reserve is no longer needed (Section 15); exercises the limited emergency authority in Section 10; and brings recommendations to the Board. References to the Executive Director include the Executive Director's designee when the Executive Director is unavailable.

5. Funds and Key Terms

5.1 REDCOM's Funds

- The **Operating Fund (Fund 78401)** pays for day-to-day dispatch operations. Its Fund Balance is REDCOM's primary safeguard against disruption.
- The **Replacement Device Fund (Fund 78402)** holds the Equipment Replacement Reserve and the providers Tablet Replacement Accounts.
- Future reserves may be established in Fund 78402 or in new funds

5.2 Key Terms

Providers are the member agencies and contract agencies that pay REDCOM dispatch member assessments dues or fees.

Fund Balance is the Operating Fund's fund balance available for budgeting, as calculated by the ACTTC, excluding any amount the Board has placed in Reserve(s). In general terms, it is the fund's cash and receivables, less its bills and other short-term obligations. Depreciation and long-term debt do not reduce it, because they are accounted for separately.

Reserve Base is the portion of the Operating Fund budget used to size Fund Balance. It equals total budgeted expenses, excluding:

- depreciation;
- debt principal payments (such as the Zetron console agreement with the Sonoma County Sheriff's Office), which are already reflected in Fund Balance;
- Provider-specific and pass-through expenses (Section 13); and
- one-time expenses the Board funds from Fund Balance, such as the facility expansion project.

Fund Balance Ratio is Fund Balance divided by the Reserve Base.

Reserves are amounts the Board has set aside for a specific purpose, as described in Sections 11 through 15.

Financial statements. REDCOM's independent auditor determines how Fund Balance and reserves are presented in the audited financial statements under Governmental Accounting Standards Board (GASB) standards. This policy uses the ACTTC budgetary measure described above.

6. Fund Balance

6.1 Purpose

Fund Balance safeguards the continuity of dispatch operations. The Board may use it for:

- revenue shortfalls or delayed payments;
- unanticipated expenditures, including extraordinary staffing costs during major fires, disasters, or extended emergency operations;
- emergency repair or replacement of equipment or facilities not otherwise funded;
- cash-flow needs; and
- unanticipated legal, regulatory, or contractual costs.

Fund Balance should not be used to pay for ongoing costs, except as a temporary bridge while the Board brings ongoing revenues and costs back into balance.

6.2 Target

The Fund Balance target is **[17%]** of the Reserve Base, or approximately two months of expenses. This is consistent with the Government Finance Officers Association (GFOA) recommendation to maintain at least two months of operating expenses.

6.3 Measurement

After each fiscal year closes, the ACTTC calculates the Fund Balance Ratio using final year-end results: Fund Balance at June 30 divided by the Reserve Base for that fiscal year. The ACTTC and the Executive Director present the results to the Board, typically at its October meeting. Each proposed budget also includes a projected Fund Balance Ratio. Because projections are uncertain, the Board will rely primarily on the year-end calculation when making decisions under this policy.

7. Falling Below the Target

The Board may authorize Fund Balance to fall below its target to fund a one-time investment that strengthens dispatch operations or reduces long-term costs or to respond to an emergency or unforeseen event. The Board's action will state the reason, the amount, and the projected Fund Balance Ratio afterward.

8. Rebuilding Fund Balance

If the year-end Fund Balance Ratio is below the target, the ACTTC and the Executive Director will present options for rebuilding Fund Balance with the year-end report. The Board will decide whether, how, and how quickly to rebuild. Options may include:

- year-end savings and unspent appropriations;
- one-time or unanticipated revenue; and

- a “Contribution to Fund Balance” in Provider assessments, shown as a separate line and allocated using the approved assessment methodology.

This section applies only to Fund Balance. Reserves established under Sections 11 through 15 need not be rebuilt after they are used. For amounts drawn from a reserve during an emergency, Section 10.5 applies.

9. Use of Fund Balance Above the Target

Any Fund Balance above the target that is not set aside in a reserve or otherwise appropriated by the Board will be applied as a revenue source in the preparation of the next Proposed Annual Budget, reducing Provider assessments for that year. REDCOM does not retain undesignated funds outside the reserves established under this policy.

The Board may instead direct another use of the excess. The Board will consider uses in the following order:

1. maintaining Fund Balance at its target;
2. safeguarding dispatch operations, including additional contributions to the Equipment Replacement Reserve, or other reserve as appropriate;
3. improvements that benefit the majority of Providers, with cost-saving improvements considered before service enhancements; and
4. a credit to Providers, based on each Provider’s share of assessments in the current fiscal year and applied as the Board directs.

When evaluating the need to safeguard operations, the Board will consider both the likelihood and the severity of the risks involved.

10. Emergency Spending Authority

Because REDCOM must keep dispatching at all times, an emergency may require spending that is not in the budget before the Board can meet. This section establishes who may authorize that spending and how it is funded. It works together with REDCOM’s Purchasing Policy under Resolution No. 2024-32, the Executive Director’s Purchasing Authority Resolution 2024-31, and with the REDCOM Emergency Procurement Policy Resolution No. 2024-35, all adopted on December 12, 2024.

10.1 When It Applies

This section applies only when:

- an emergency exists, meaning a sudden, unexpected occurrence that poses a clear and imminent danger and requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, as defined in the Emergency Procurement Policy;
- immediate action is needed to keep REDCOM receiving and dispatching calls, or to protect its staff or facility; and
- the need cannot wait for a Board meeting, including a special or emergency meeting under the Ralph M. Brown Act.

10.2 Who May Authorize

- **Up to \$50,000:** the Executive Director, who will notify the Board Chair.

- **Over \$50,000:** the Executive Director and the Board Chair together, or their designees, following the Emergency Procurement Policy, including its written finding that an emergency exists.

10.3 Funding Sources

Authorized emergency spending will be funded from the following sources, in this order:

1. savings available in the current budget;
2. Reserves, excluding amounts already committed under a signed contract;
3. the Equipment Replacement Reserve (Section 11), excluding amounts committed under a signed contract; and
4. Fund Balance.

If the emergency involves the failure of equipment listed on the Replacement Schedule, the Equipment Replacement Reserve may be used first. Provider Tablet Replacement Accounts (Section 12) and Provider-specific and pass-through funds (Section 13) may not be used under any circumstances.

10.4 Limits

- Spending is limited to what is needed to stabilize the emergency and restore or maintain dispatch operations.
- This authority does not extend to routine or planned purchases, ongoing costs, distributions to Providers, changes to the Fund Balance target, or creating or closing a reserve.
- If emergency spending is expected to exceed \$100,000 or to continue for more than 30 days, the ACTTC or the Executive Director will ask the Board Chair to call a special meeting.

10.5 Notice, Ratification, and Restoration

- The Executive Director or designee will notify the Board Chair and the ACTTC in writing within 48 hours, describing the emergency, the action taken, the estimated cost, and the funding source used. The ACTTC will track any amount drawn from a reserve separately until the Board acts.
- The Executive Director will submit the expenditure to the Board for ratification at its next scheduled meeting.
- At that meeting, the Board will ratify the expenditure or direct otherwise, approve any needed budget amendment, and confirm or change the funding source.
- For any amount drawn from a Reserve or the Equipment Replacement Reserve, the Board will also decide whether to restore it, and how and when, or instead to delay or reduce the affected Reserve's purpose or replacement.

11. Equipment Replacement Reserve

11.1 Purpose and Background

The Board established the Equipment Replacement Reserve in March 2026 when it adopted the FY 2026-27 Budget (Resolution 2026-02) which included the first annual contribution from Providers. The reserve is held in the Replacement Device Fund. It funds the timely replacement of equipment essential to dispatch operations, such as radio consoles, radio infrastructure, dispatch consoles, 9-1-1 telephone equipment not funded by the State, and the laptops and tablets needed for mobile dispatch under REDCOM's Continuity of Operations (COOP) Plan.

11.2 Replacement Schedule

The Executive Director and the ACTTC maintain the Funding Needs and Replacement Contributions Schedule (the “Replacement Schedule”). For each item or group of items, it shows the description and quantity, year last replaced, expected useful life, projected replacement year, estimated replacement cost, funding source, and amount already set aside. The Replacement Schedule, including cost estimates, is reviewed and updated annually and presented with the proposed budget.

11.3 Items Included

The Replacement Schedule includes equipment that REDCOM is responsible for replacing and that costs \$5,000 or more (REDCOM’s capital threshold), as well as groups of lower-cost items needed together, such as COOP laptops. Equipment whose replacement is funded by another agency, such as 9-1-1 telephone equipment funded by the California Governor’s Office of Emergency Services (Cal OES), is listed for reference but not funded, unless the Board determines that outside funding is uncertain and directs otherwise.

New equipment is generally purchased through the Operating Fund. It is added to the Replacement Schedule once purchased, and replacement contributions begin the following fiscal year.

11.4 Annual Contributions

The annual contribution for each item is calculated as:

(Estimated replacement cost – amount already set aside) ÷ years remaining until replacement

The total contribution is allocated among Providers using the same method as dispatch dues (currently each Provider’s five-year average share of calls) and appears as a separate line in the dues / fees calculation. If a revised cost estimate significantly increases the contribution, the Board may phase in the increase over more than one fiscal year.

11.5 Funding Goal

The funding goal is the amount the Replacement Schedule calls for at the end of each fiscal year, so that each item is fully funded by its replacement year. Year-end reports will compare the actual balance to this goal. If the Board uses the reserve, there is no requirement to rebuild it; contributions are simply recalculated in the next Replacement Schedule update.

11.6 Use

Except as provided in Section 10, only the Board may authorize spending from this reserve, through the budget or a separate Board action. The Board may pay for equipment directly from the Replacement Device Fund or transfer funds to the Operating Fund for the purchase, and may approve early replacement of equipment that fails. Savings when an item costs less than estimated, and proceeds from the sale or trade-in of replaced equipment, remain in the reserve. If an item is retired without replacement, Section 15 applies to the amount set aside for it.

12. Provider Tablet Replacement Accounts

Some Providers contribute to the Replacement Device Fund to replace their own tablets. The ACTTC tracks each Provider’s balance separately. These accounts:

- may be used only for that Provider’s tablet replacement;
- are not part of Fund Balance or the Equipment Replacement Reserve;

- may be spent only with Board approval. Each year, the Board may appropriate up to each Provider's balance in the budget so that Providers can use their own funds during the year; and
- need not be rebuilt after use.

If a Provider leaves REDCOM or no longer needs its account, the Board will determine how the balance is returned or credited, consistent with the JPA.

13. Provider-Specific and Pass-Through Funds

Some amounts REDCOM collects are for specific Providers or purposes, including the Sonoma County Fire Chiefs' Technology Fund Tablet Command licenses, the fire season dispatcher, and software reimbursed by a specific Provider. These amounts are:

- tracked separately and used only for their stated purpose;
- excluded from the Reserve Base and from Fund Balance; and
- if unspent, handled as the governing agreement requires. If the agreement is silent, the Board will decide whether to carry the funds forward for the same purpose or credit them to the Providers or entity that paid them.

14. Establishing a New Reserve

The Board may establish a new reserve by resolution or through the annual budget. The Board's action will identify the reserve's purpose, the fund in which it is held, its funding source, the expected timeline and any target amount.

15. Closing a Reserve

When a reserve's purpose is complete or no longer needed, or an item on the Replacement Schedule is retired without replacement, the Executive Director will notify the ACTTC in writing that the reserve, or that portion of it, is no longer needed. Any remaining balance will return to Fund Balance unless the Board re-appropriates it. This section does not apply to Provider Tablet Replacement Accounts (Section 12) or Provider-specific and pass-through funds (Section 13).

16. Interest

The Treasurer credits interest earned in the County Treasury pool to each fund, and interest remains in the fund that earned it. The Board will determine how interest in the Replacement Device Fund is shared between the Equipment Replacement Reserve and the Provider Tablet Replacement Accounts.

17. Reporting and Review

With each proposed budget, the Executive Director will present the projected Fund Balance and Fund Balance Ratio, the projected balance of each reserve, and the updated Replacement Schedule.

After each fiscal year closes, typically at the Board's October meeting, the Executive Director or designee will present a Fund Balance and Reserve Report. The report will include:

- actual Fund Balance and the Fund Balance Ratio compared to the target;

- the balance of each reserve, including the Equipment Replacement Reserve compared to its funding goal;
- any emergency expenditures under Section 10, including amounts drawn from reserves and whether they have been restored;
- any reserves closed under Section 15; and
- recommendations, including rebuilding options if Fund Balance is below target.

Fund Balance and reserves will be accounted for and reported in accordance with generally accepted accounting principles, and this information will be available to all Providers.

The Board will review this policy at least every three years, or sooner if a significant change occurs, such as a change in membership, the dues method, funding sources, or accounting standards.



REDCOM

Fund Balance Policy

Effective Date: February 10, 2011

REDCOM will seek to maintain prudent levels of unappropriated funds in order to ensure uninterrupted operations in the event of an unexpected disruption to operational income. The current target level for this purpose is 17% of annual operating expenditures. The Board will review this target level periodically to ensure that it continues to constitute “prudent” in the judgment of the Board and in light of operations.

In cases where the total amount of unappropriated funds designated for this purpose is less than the approved target level, the Board will adopt a plan to achieve the target level in a timely manner.

The Board may also designate unappropriated funds for other purposes. Unless unfeasible or undesirable to do so, the Board will identify specific purposes and target levels for any such designated funds. REDCOM will account for and report all unappropriated funds in accordance with appropriate government accounting standards and will cause for this accounting and reporting to be available to all member agencies for review. When appropriating funds for a designation’s stated purpose from the balance in that designation, the Board authorizes staff to adjust the designation balance accordingly.

Where more than one designation of unappropriated funds exists, the Board will identify relative priorities for the uses of those designations and may take actions to move monies between designations as necessary to better align with the priorities.

When the Board identifies relative priorities for the uses of designations or any undesignated funds, the Board will first consider the ability to safeguard operations before improvements to operations and improvements to operations that affect the majority of system users before rebating undesignated funds to members. When evaluating the ability to safeguard operations, the Board will consider both the probability and the severity of risks that it seeks to safeguard from and may make determinations that the combination of those factors do not result in a high enough priority to prevent designation of funds for improvements or other purposes. When evaluating improvements to operations, those that offer the ability to reduce costs of operations will be considered before those that offer enhancements to services.



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403

STAFF REPORT

TO:	Board of Directors
MEETING DATE:	October 1, 2026
PREPARED BY:	Charlotte Jourdain, Strategic Planning Specialist
ITEM 8:	FY25-26 Year-End fiscal review
STRATEGIC PRIORITY:	D. Facility, Technology and Infrastructure

RECOMMENDATION:

Adopt a resolution to increase the facility expansion reserve by \$300,000 to purchase 10 new consoles to replace existing, matching the 5 consoles already budgeted as part of the expansion project.

BACKGROUND:

REDCOM's 10 consoles (dispatch desks) are over 16 years old and are breaking down regularly. Warranty has expired and the vendor has had to find refurbished parts because the models are no longer supported. The purchase of 5 new consoles is already budgeted as part of the facility's expansion.

DISCUSSION

REDCOM's current Fund Balance Policy sets the Fund Balance at 17% of operating expenses. Under this standard, \$1,135,308 of the \$1,728,378 would be set aside in Fund Balance for unanticipated needs, leaving \$593,070 to be re-appropriated if desired. In addition to this Fund Balance, your Board previously approved an Equipment reserve contribution, and the REDCOM facility expansion project budget is fully funded.

FISCAL IMPACTS

Adoption of this resolution will increase expenditure appropriations by \$300,000 in FY 27, to be set aside for the purchase of new consoles.

Attachment 1: Quote from Watson for 10 new consoles
Attachment 2: Quote from T-Comm to wire the consoles



REDCOM

Resolution No: 2026-09

Dated: October 1, 2026

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (REDCOM) TO
INCREASE FY 26-27 ONE-TIME EXPENDITURE APPROPRIATIONS BY \$300,000, TO BE
SET ASIDE IN THE PREVIOUSLY ESTABLISHED DESIGNATED RESERVE FOR THE
CONSTRUCTION PROJECT.**

WHEREAS, REDCOM's Resolution 2025-08 increased expenditure appropriations of \$1,532,735 to fund its facility expansion project, and allowed for the carry-over of all expenditure appropriations related to the facility's expansion / construction project into future fiscal years as needed, and

WHEREAS, the \$1,532,735 expenditures included the purchase of 5 new dispatch consoles (desks) to outfit the future expanded facility, and

WHEREAS, the existing 10 REDCOM consoles are well over end-of-life and need replacement;

NOW, THEREFORE, BE IT RESOLVED:

The REDCOM Board of Directors approves and authorizes a one-time increase in FY 26-27 expenditure appropriations of \$300,000 to be set aside in the designated reserve previously established for the facility expansion, to fund the purchase of 10 consoles, in addition to the 5 new consoles already budgeted as part of the facility's expansion.

BE IT FURTHER RESOLVED:

The REDCOM Board approves the carry-over of all FY 26-27 expenditure appropriations related to the facility's expansion / construction project into future fiscal years as needed.

IN REGULAR SESSION, the foregoing resolution was introduced by Director
, who moved its adoption, seconded by Director

And passed by the REDCOM Board of Directors this 1st Day of October 2026, on regular roll call vote of the members of said Board:



REDCOM

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Westrope	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Golly	Aye_____	No_____	Absent_____
Director Busch	Aye_____	No_____	Absent_____
Director	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

Stephen Akre,
Chair of
REDCOM Board of Directors

Evonne Stevens
REDCOM Executive Director

TELECOMMUNICATIONS BUREAU

SONOMA COUNTY SHERIFF'S OFFICE
2796 VENTURA AVENUE,
SANTA ROSA, CALIFORNIA 95403

September 23, 2026

To: Evonne Stevens, Executive Director REDCOM Fire and Medical Dispatch
From: Telecommunication Bureau

Subject: Redcom Expansion and Workstation Replacement

Project Overview:

REDCOM dispatch is scheduling the replacement of their aged and failing workstations within the current communications dispatch room. This project entails working closely with the furniture vendor to perform a phased approach to removing the Zetron console equipment, followed by the vendor's replacement of specific workstations, and finally, TComm staff re-installing the console equipment into the new workstations.

Additionally, five new workstations are to be installed in the REDCOM expansion area, requiring the installation of new Zetron console equipment.

Objective:

Provide a strategic removal and re-installation of ten Zetron console positions into new desktop workstations that are scheduled to be installed by an external vendor. This work will be followed by the installation of five new Zetron console positions into new workstations within the expansion area for REDCOM.

Performance and Services Rendered:

1. Existing Dispatch – Ten Positions
 - a. TComm technicians will coordinate with REDCOM staff or a project team leader to remove the Zetron console equipment from workstations specified by REDCOM.
 - b. TComm will store the Zetron console equipment in the radio room for the duration of the workstation replacement being performed by the vendor.
 - c. Upon notification from REDCOM staff that a new workstation has been installed, TComm will re-install the Zetron console position and ensure functionality of all console features.
2. Dispatch Expansion – Five Positions
 - a. TComm will work closely with REDCOM and the Project Manager regarding power requirements, network cabling, and conduit runs to accommodate the new workstations.
 - b. TComm will install the required network cabling for the new Zetron console positions and terminate it into their associated components.
 - c. Zetron console positions will be installed by TComm once network and power connections are in place.
 - d. Upon completion of the installation, TComm will work with the console vendor, Zetron, to configure and activate the positions and add them to the REDCOM screen groups.
 - e. TComm will work with AT&T phone technicians to interface the 911 telephone system into the Zetron console positions.

TELECOMMUNICATIONS BUREAU

SONOMA COUNTY SHERIFF'S OFFICE
2796 VENTURA AVENUE,
SANTA ROSA, CALIFORNIA 95403

Cost Estimates:

1. Existing Dispatch

Line Item	Labor Task Description	Labor Time	Per Position Cost
1.1	Zetron Console Removal	2	\$219.96
1.2	Re-installation of Zetron Console	5	\$549.90
1.3	Misc Hardware		\$60.00
	Total (Per Position)		\$829.86
Total Cost for 10 Positions		x10	\$8,298.60

2. Dispatch Expansion

Line Item	Labor Task Description	Labor Time	Per Position Cost
2.1	Network Cabling and Termination	4.8	\$527.90
2.2	New Zetron Console Installation	5	\$549.90
2.3	AT&T Vesta Interface	1	\$109.98
2.4	Zetron Configurations and Commissioning	3.2	\$351.94
2.5	Misc Hardware		\$190.00
	Total (Per Position)		\$1,729.72
Total Cost for 5 Positions		x5	\$8,648.60



BUDGETARY QUOTATION

Apollo

Console Furniture — Budgetary Pricing

PREPARED FOR: Redcom Fire & Medical Dispatch (Attn: Evonne Stevens)

PROJECT: Redcom Dispatch

DATE: September 23, 2026

This document provides budgetary, non-contract pricing for planning purposes only.

Watson Furniture Group Inc. | 26246 Twelve Trees Lane NW, Poulsbo, WA 98370

watsonconsoles.com

Evonne Stevens
Executive Director
Redcom Fire & Medical Dispatch
2796 Ventura Avenue
Santa Rosa, CA 95403

Re: Budgetary Quotation — Apollo Console Furniture, Redcom Dispatch

Dear Evonne,

Thank you for the opportunity to provide a budgetary quotation for Redcom Dispatch. Watson Consoles has manufactured and installed emergency communications and security furniture since 1986, and Apollo is built specifically for the demands of 24/7 mission-critical environments.

This document outlines the specifications, product highlights, and estimated pricing for an Apollo console package sized to your needs. Pricing included here is budgetary and intended for planning purposes; a formal proposal with final configuration, freight, and installation terms will follow once requirements are confirmed.

If you have any questions about the contents of this quote, please don't hesitate to contact me directly.

Sincerely,

Daniel Samson

Partner Sales Manager | Watson Furniture Group Inc.
dsamson@watsonfg.com | (214) 384-1972

PRODUCT OVERVIEW

Apollo

Apollo by Watson is built for the new era of public safety. As ECCs evolve — with new software, larger monitors, changing layouts, and longer shifts — Apollo delivers what agencies need most: comfort, efficiency, and flexibility. Designed to meet today's demands and built to adapt for tomorrow, Apollo is the most advanced workstation Watson has ever built.

Built For Today, Ready For Tomorrow

Adaptable by Design

Designed to reflect the way your team works. With multiple work surface shapes, a wide range of sizes, and fabric screen options, Apollo adapts to unique room layouts and agency needs — providing customized layouts without custom lead times.



• Linear

A streamlined straight design that's ideal for maximizing space efficiency.



• Corner

The traditional 90-degree console, used in creating the classic bull pen design.



Operator-First Health and Comfort

A central touchscreen allows easy adjustment of lighting, height, and climate. Operators save and recall a personal comfort profile instantly with an RFID card.

Advanced Technology Integration

Convenient access to technology from both the back and front of the workstation. Easily supports multiple modern monitors and can lower monitors below the worksurface, even large curved displays.

Adaptable by Design

Multiple worksurface shapes (Linear, Corner, Wing), a wide range of sizes, and fabric screen options adapt to unique room layouts and agency needs — with no custom lead times.

Specifications at a Glance

Size Ranges

Linear worksurface: 48"-108" by 6" increments

Corner worksurface: 60"-96" by 12" increments

Wing worksurface: 48"-96" by 12" increments

Hub depth: 19H, 27D, L/R hubs 9W, C hubs 16W

Technology

Standard PC max capacity: 12+

Rack mount ready: 7RU standard

20+ user accessible technology connections

One 13-outlet PDU (110V NEMA 5-20R) provided per console

Motorola R56 grounding standard compliant

Energy + Environmental

Total draw for entire console: 13.3 amps

Worksurface lift standby usage: 0.1 amps

SCS Indoor Air Quality Certification: Advantage

Adjustability

Worksurface height range: 22"-48"

Focal depth range: 9"

Monitor capacity: up to ten 24" monitors

Monitor array height: 13" electronically controlled

Optional fully articulating monitor arms add 13" height adjustment

Screening

Tackable fabric

12" acrylic toppers optional, clear or tinted

Screen heights: 36"-60"

Environment Controls

10.4" industrial-grade touchscreen display

Above-worksurface cooling fan; two 200W under-worksurface heaters

Two dimmable task lights (red/white); ambient lighting with RGB control

Occupancy sensor; RFID saved user personalization

Made in USA • BIFMA Compliant • FCC • UL Listed • Lifetime + Ten Warranty

Apollo Finishes

FIND INSPIRATION WITH OUR EXAMPLE PALETTES

Palette 1



Work Surface		Powdercoat	
Fawn Cypress		Charcoal	
Storage Face		Fabric	
Fawn Cypress		Rivet Cast	

Palette 2



Work Surface		Powdercoat	
Daintree		North Sea	
Storage Face		Fabric	
Daintree		Gather Mineral Rock	

Palette 3



Work Surface		Powdercoat	
Neo Walnut		Charcoal	
Storage Face		Fabric	
Neo Walnut		Rivet Lagoon	

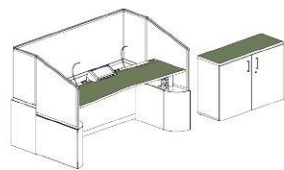
Palette 4



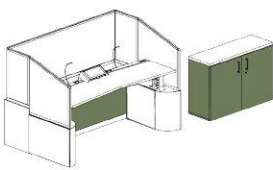
Work Surface		Powdercoat	
Crisp Linen		Fashion Grey	
Storage Face		Fabric	
Fashion Grey		Gather Pearl	

Apollo Finishes Selection

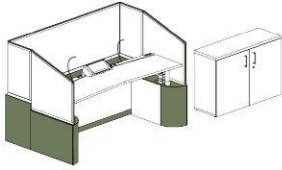
CHOOSE FINISHES THAT COMPLEMENT YOUR SPACE



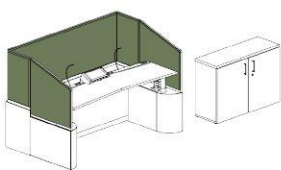
Work Surface



Storage Case / Face

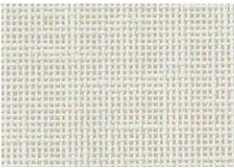


Powdercoat

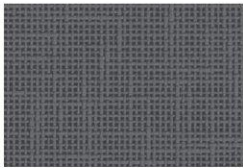


Fabric

Work Surface



Crisp Linen



French Linen



Daintree



Fawn Cypress



Neo Walnut



Fairchild

Storage Case / Face



Fashion Grey



North Sea



Charcoal



Black



Daintree



Fawn Cypress



Neo Walnut



Fairchild

Powdercoat



Fashion Grey



North Sea



Charcoal



Black



Blue Steel



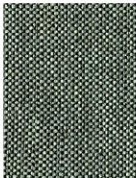
Green Basalt

Fabrics

Camira Rivet



Cast



Hemlock



Otter

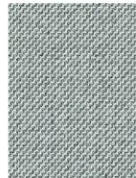


Deep Clay



Lagoon

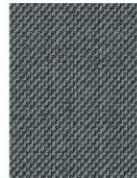
Duvaltex Gather



Pearl



Mineral Rock



Plum Grey



Cherry Lacquer



Anthracite

Pricing Summary

Apollo Consoles — 10 Positions (2 Linear, 8 Corner)

Line Item	Qty	Unit Price	Ext. Price
Apollo Console Package — 10 Positions: (2) Apollo Linear, (8) Apollo Corner	1	\$195,832.50	\$195,832.50
Installation	—	—	\$47,255.00
Freight	—	—	INCLUDED
Taxes & Fees	—	—	\$22,485.59

Budgetary Quotation	
Grand Total	\$265,573.09

Provided for budgetary purposes - not contract pricing

Scope Notes: Taxes & Fees reflect Sonoma, CA sales tax at 9.25%. Installation by Watson. Final pricing is contingent on site verification and confirmed scope.

Trust. Service. Value.



We are committed to supporting our product and our customers for a lifetime. That's why we not only build exceptionally durable consoles, we back our product with unparalleled service and our strong Lifetime Plus Ten warranty.

Lifetime

A lifetime warranty on all parts manufactured by Watson, at no additional cost to you. No subscription plans, no fine print. If any part fails at any time while installed with the original console purchase, it is covered. This includes wood and metal parts such as worksurfaces, cabinets, doors, and screens.

Plus Ten

Our history in the consoles industry has created partnerships that no other manufacturer can equal. We select our partners with such care that we extend our protection to their parts as well, for ten years. This includes electronics and buyout parts such as lights, switches, lifting columns, and dimmable control units.

National Purchasing Contracts

GSA Advantage – GS-27F-004GA

NASPO – 00318 OMNIA Partners – 07-129

HGACBuy – EC07-23

Explore state contacts at watsonconsoles.com/contracts

watson

Built to Reflect You™

Daniel Samson | Partner Sales Manager

Watson Furniture Group Inc.

dsamson@watsonfg.com | (214) 384-1972

26246 Twelve Trees Lane NW, Poulsbo, WA 98370



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403

STAFF REPORT

To: REDCOM Board of Directors
Meeting Date: October 1, 2026
Prepared By: Evonne Stevens, REDCOM Executive Director
Agenda Item 10: REDCOM Duty Officer duties and compensation
Strategic Priority: E. Emergency Command Center

Recommendation:

Receive a presentation regarding the expanded REDCOM Duty Officer's (RDO) role and proposed compensation, discuss and provide feedback.

Background:

ECC readiness requires reliable operational continuity and enhanced decision support during significant incidents, including extreme weather and multi-agency responses. To address this need, the ECC Transition Ad Hoc Committee, chaired by Chief Busch, was convened to evaluate options and develop a recommendation, and the expanded RDO role reflects that group's collective input. The expanded RDO role provides a qualified, supervisory-level point of contact with clear expectations for availability, incident response support, and coordination. This expansion will improve operational continuity, strengthen multi-agency and field liaison support during major incidents, and provide additional supervisory-level decision support during complex events.

The expanded RDO role represents the first step toward ECC readiness, and the Ad Hoc Committee will continue to assess how the expanded role is functioning in practice, returning to the Board with an update and any further recommendations as needed.

Duties and Responsibilities:

The expanded RDO will:

- Serve as a fire liaison to the field during larger-scale or complex incidents, including:
 - fire move-ups
 - regional call-outs
 - multi-agency responses
 - other high-demand events
- Provide guidance on IROC order decision-making
- Assist with strike team development and deployment during significant incidents

- Support the operational philosophy behind move-ups and regional call-outs, including adjusting assignments during draw-down periods and modifying resource posture as conditions change
- Share operational knowledge and experience with supervisory personnel
- Support supervisory personnel in learning day-to-day expanded operational functions to ensure continuity when the RDO is unavailable
- Contribute to policy development based on field and operational experience
- Maintain regular face-to-face engagement with personnel to strengthen relationships across shifts

Availability and Response Expectations:

During assigned duty periods, the RDO will:

- Reside within Sonoma County
- Monitor the designated RDO phone and respond promptly to communications
- Respond physically to REDCOM during large-scale/high-demand incidents (examples include):
 - multiple-alarm fires through second-alarm equivalents
 - natural disaster events
 - multi-strike team responses to neighboring counties
 - large aircraft incidents
 - incidents requested by the REDCOM Supervisor
- Be physically in the center during predicted extreme weather events where upstaffing may occur (including assistance with paperwork)
- Provide regular scheduled face time with dispatch personnel to maintain operational connectedness (not limited to incident response)

Qualifications and Selection:

1. Candidates must submit a resume.
2. Selection will be conducted through a panel process
3. Candidate must hold the rank of Battalion Chief or above from REDCOM member FLSA-exempt agency, with career-level fireground command and control experience.
4. Must reside in Sonoma County
5. To facilitate training and ensure the appropriate level of service, the maximum number of selected RDOs at any time will be limited to 10.
6. Assignment to weekly RDO Duty will be managed operational area coordinator

Financial Compensation, Agreements:

The Emergency Command Center Ad Hoc Committee is proposing a stipend of \$1000 per week for the expanded RDO coverage, for an annual cost of \$52,000.

Staff is in the process of researching the best way to structure the relationship between REDCOM and the individual RDOs given the desire to introduce a stipend, and needs time to draft a template agreement. At this time it appears unlikely that payment can be facilitated through the RDOs' respective member agencies. Insurances need to be considered also.

Fiscal Impact:

There is no fiscal impact associated with receiving this presentation. Staff seeks direction on potential funding sources to cover the \$52,000 annual cost.

Attachment 1: Expanded RDO Draft job description (REDCOM Duty Officer Role Expansion)

REDCOM DUTY OFFICER (RDO) ROLE EXPANSION

1. OVERVIEW OF THE RDO ROLE

The REDCOM Duty Officer (RDO) plays a critical role in supporting operational decision-making, policy development, and continuity across REDCOM. As the role expands, the RDO will:

- Serve as an effective fire liaison to the field during larger-scale or complex incidents, including fire move-ups, regional call-outs, multi-agency responses, and other large-scale or high-demand events.
- Provide guidance on IROC order decision-making.
- Assist with strike team development and deployment during significant incidents.
- Assist with the philosophy behind move-ups and regional callouts, including altering assignments during draw-down periods and adjusting resource posturing based on changing conditions.
- Share operational knowledge and experience with supervisory personnel.
- Support supervisory personnel in developing familiarity with day-to-day expanded operational functions to ensure continuity when the RDO is unavailable.
- Contribute to policy development, offering input based on field and operational experience to help shape and refine REDCOM procedures.
- Maintain regular face-to-face engagement with personnel, fostering visibility, approachability, and stronger working relationships across shifts.

2. AVAILABILITY AND RESPONSE EXPECTATIONS

- The RDO must reside within Sonoma County to ensure timely physical response capability legacy RDOs may continue to serve in this position.
- The RDO shall always monitor the designated RDO phone during their assigned duty period.
- The RDO is expected to respond promptly to calls, texts, or radio traffic during this period.
- During large-scale or high-demand incidents, the RDO should respond physically to REDCOM. Examples but not limited to Multiple alarm fire over second alarm, natural disaster, multiple strike teams to neighboring counties, large aircraft incident or at the request of the REDCOM Supervisor.
- During predicted extreme weather events where upstaffing may occur the RDO will be expected to be physically in the center to assist with paperwork.
- Responsiveness and willingness to engage during significant events are core expectations of this role.
- Regular, scheduled face time with dispatch personnel is expected, not limited to incident response, to build trust, encourage open communication, and stay connected to day-to-day operations.

3. EDUCATION AND DEVELOPMENT

- The RDO should actively assist in developing supervisory personnel's understanding of operational functions.
- This includes mentoring, knowledge-sharing, and hands-on guidance to ensure smooth continuity of operations in the RDO's absence.
- The RDO should take initiative in identifying opportunities to strengthen personnel readiness and confidence in handling escalated situations, including decision-making around move-ups, callouts, and adjusting assignments as conditions change.
- Support ongoing policy development efforts, helping translate field experience into clear, actionable procedures for personnel.
- Support staff by participating in After Action Reports with REDCOM personnel when events present opportunities for improvement, including discussion of what went well and what could be improved.

4. RELEVANT EXPERIENCE AND QUALIFICATIONS

To effectively fulfill the expanded RDO role, the following background is highly valuable:

- Fireground command and control experience, including direct experience managing or supporting incident command structures, enabling the RDO to provide credible, real-world guidance during significant fire or multi-agency incidents.
- Practical understanding of regional resource management, including move-up philosophy, callout procedures, and the judgment needed to adjust assignments during periods of reduced resource availability.
- This combination of dispatch, EMD, fireground command, and resource management experience strengthens the RDO's ability to bridge operational gaps between dispatch and field response.
- Emergency Medical Dispatch (EMD) knowledge, including familiarity with EMD protocols and priorities to support informed decision-making during medical-related incidents
- Any new RDOs entering the pool must provide a resume, participate in and be selected through a panel process, and hold the rank of Battalion Chief or above in an FLSA-exempt agency, with career-level fireground command and control experience.
- Maximum number of RDO's at any time will be 10

5. Financial

- The proposed initial stipend is \$1,000 per week, running Monday through Monday.

- When state or local funding opportunities become available, the RDO will be tied into those orders for payment.
- During extreme weather events or other situations where outside funding becomes available, the RDO will be included as part of that funding mechanism.



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403

STAFF REPORT

To: REDCOM Board of Directors
From: Evonne Stevens, Executive Director
Date: October 1, 2026

Agenda Item 11: Legal Services Agreement with Hanson Briggett, LLP (RFQ No. 2026-01)

Strategic Priority: A1. Organizational Autonomy; Pursue transition to independent legal services

Recommendation:

Authorize the REDCOM Executive Director to negotiate final terms and execute a legal services agreement, in a form approved by Counsel, with Hanson Bridgett, LLP following the Request for Qualifications process, for a not-to-exceed amount of \$100,000.

Background:

REDCOM issued RFQ No. 2026-01 for legal services, including general counsel services and public sector labor and employment law. The RFQ included defined scope, qualifications requirements, and an evaluation process.

Discussion:

In response to REDCOM's RFQ for Legal Services, staff received a single proposal from Hanson Bridgett LLP, attached. The proposal indicated that Jenica Maldonado would serve as primary general counsel, who was previously retained by REDCOM while working for another firm during the transition from AMR and successfully and efficiently facilitated labor negotiations, which allowed REDCOM to hire all existing AMR staff as REDCOM employees.

Staff reviewed the proposal and it is substantially complete and meets or exceeds the requirements of the RFQ. Hanson Bridgett has the somewhat unique ability to provide Labor Counsel and General Counsel services, as well as other specialty legal services if needed. They have relevant experience with labor negotiations, Joint Powers Authorities, and emergency services public agencies, as well as additional experience with health care, privacy, insurance recovery, intellectual property, tax, construction, land use, real estate, and litigation and dispute resolution.

References provided with the proposal include Southern Marin Fire Protection District, for which

Jenica serves as both General Counsel and Labor Counsel since July 2023, Scotts Valley Fire Protection District (GC services since July 2024), Sonoma County Fire District (outside Labor Counsel since 2024), Sonoma Valley Fire (outside Labor Counsel since 2024), Novato Fire District (outside Labor Counsel since 2023).

The hourly rates at Hanson Bridgett are higher than with Sonoma County (Ethan):

Jenica Maldonado / Lead attorney:	\$525 per hour
Associate attorneys:	\$410 per hour
Paralegal:	\$255 per hour
Legal Assistant / Admin support:	\$135 per hour

By comparison, the County charges REDCOM at \$323 per hour. Jenica has indicated that she will build the appropriate team deepening on the issues her firm is handling for REDCOM, so that we can benefit from lower hourly rate(s) depending on the complexity of the work.

REDCOM has budgeted \$150,000 for General / Outside / Labor services this fiscal year, in prevision of the upcoming negotiations, and has spent less than \$1700 as of August 31, 2026. Staff proposes a not-to-exceed amount of \$100,000.

Transition between County Counsel services and Hanson Bridgett LLP will take place gradually. Staff's recommendation is to maintain the current agreement with County for the provision of Legal Services (which includes fiscal services), and call on County Counsel's as-needed until the transition is complete.

Staff consulted the Ad Hoc Committee of the Board on the selection of Legal Services, which recommended moving forward with Hanson Bridgett, LLP.

Hanson Bridgett's response to the RFQ included a reference to a conflicts check revealing that the firm simultaneously represents several REDCOM member agencies including Gold Ridge Fire District, the City of Santa Rosa, Sonoma County Fire District, and the County of Sonoma, as well as the Sonoma County Fire Chief's Association, which provides funding to REDCOM by agreement. Subsequent communications between REDCOM and Hanson Bridgett demonstrated that the firm represents these entities on specific labor and employment issues and these client relationships do not present a conflict of interest at this time. To the extent a potential conflict arises in the future, no new client engagements will be undertaken until written disclosures are made, and to the extent applicable, written conflict waivers are obtained from all affected parties. Similar to the legal conclusion of the Sonoma County Counsel's Office, there is not an inherent conflict of interest in simultaneously representing a Joint Powers Authority and a member agency of that Joint Powers Authority. Ethical walls and informed, written consent and/or conflict waivers should be sufficient to avoid conflicts of interest should one arise under Hanson Bridgett's representation of REDCOM.

Requested Board Action

Authorize the REDCOM Executive Director to negotiate and finalize the terms of, and enter into and execute, a Legal Services Agreement with Hanson Bridgett, LPP, consistent with RFQ No. 2026-01, in an amount not to exceed \$100,000.

Fiscal Impact:

Approval will not change expenditure appropriations, funding for this agreement is already approved as part of the FY 26-27 Operations Budget.

Attachments

Hanson Bridgett response to RFQ No. 2026-01

Draft legal services agreement



Response to Request for Qualifications
RFQ No. 2026-01

A vibrant, painterly illustration of a redwood forest landscape. In the foreground, a stream flows over a rocky bed. Tall redwood trees frame the scene, with a small yellow diamond-shaped road sign visible in the middle ground. The background shows rolling hills under a clear sky.

Redwood Empire Dispatch Communications Authority

September 1, 2026



Jenica Maldonado
Partner
1000 4th Street, Suite 700
San Rafael, CA 94901
Direct: 415.925.8402
jmaldonado@hansonbridgett.com
www.hansonbridgett.com

WE CONFIRM THAT WE HAVE READ AND UNDERSTAND THIS RFQ IN ITS ENTIRETY

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Appendix A: Resumes for the Proposed Hanson Bridgett Team

Appendix B: Fee Schedule

Appendix C: Optional Work Samples

Firm Overview

Hanson Bridgett LLP is a multidisciplinary, *AmLaw* 200 law firm with more than 200 attorneys in eight offices throughout California. In addition to our attorneys, we have more than 150 professional staff.

Hanson Bridgett has represented public agencies, including fire districts, as general and special counsel for more than 60 years. The breadth and depth of our public agency expertise is unmatched, especially with respect to providing General Counsel services to joint powers agencies and special districts. Hanson Bridgett focuses on providing general and special counsel services to special districts that operated in highly specialized spaces, including fire, water, waste management, or other joint powers authorities. We also represent cities and counties as special counsel on discrete specialized issues. Because of our public sector practice group's focus, we are able to provide a deep degree of expertise on specialized topics unique to specialized special districts in a way that is unmatched by our competitors in the market. We are also a full-service law firm and provide complementary legal services to our public agency clients including: labor and employment, employee benefits, health care, privacy, insurance recovery, intellectual property, tax, construction, land use, real estate, and litigation and dispute resolution. Given our wide array of sub-specialties, we are able to service most--and in my cases all--of our public-sector general counsel clients' legal needs.

Jenica Maldonado, a Partner at Hanson Bridgett, will serve as the primary relationship attorney who will serve as REDCOM's principal point of contact. Her contact information is below:

Direct: 415-995-8402

jmaldonado@hansonbridgett.com

www.hansonbridgett.com

Hanson Bridgett operates from eight markets throughout California. We have provided addresses for each of our offices below. We anticipate that the San Rafael, Sacramento, Walnut Creek, and San Francisco offices will be the primary offices supporting the proposed services, with additional support available as needed from our other California offices.

San Rafael

1000 4th Street, Suite 700
San Rafael, CA 94901
415-925-8400

San Francisco

425 Market Street, 26th Floor
San Francisco, CA 94105
415-777-3200

Sacramento

500 Capitol Mall, Suite 1500
Sacramento, CA 95814
916-442-3333

Los Angeles

601 W 5th Street, Suite 300
Los Angeles, CA 90071
213-395-7620

Fresno

2440 Tulare Street, Suite 200
Fresno, CA 93721
559-220-3730

Walnut Creek

1676 No. California Blvd., Ste 620
Walnut Creek, CA 94596
925-746-8460

Costa Mesa

3151 Airway Ave., Bld Q-1
Costa Mesa, CA 92626
213-395-7620

San Diego

225 Broadway Circle, Suite 1510
San Diego, CA 92101
619-903-5510

Lead Attorney and Team Qualifications

We propose Jenica Maldonado serve as General Counsel and primary point of contact for REDCOM. In her proposed role as General Counsel, Jenica will serve as the primary point of contact during the contract term, coordinating communications and ensuring timely responses and support from the full legal team. Jenica has deep experience in labor and employment law and has represented public agencies – including numerous fire districts and other special districts – throughout California.

Jenica will be supported by a team of qualified attorneys who can represent REDCOM regarding all General Counsel, Labor and Employment, Records & Compliance, and As-Needed legal services.

All attorneys assigned to REDCOM matters are licensed to practice law in the State of California and are in good standing with the State Bar of California. Bar numbers for each attorney have been provided below. Complete resumes for the team have been provided behind **Appendix A**.

Lead Attorney & Proposed General Counsel



Jenica Maldonado

Partner | San Rafael

California Bar Number: 266982

GENERAL COUNSEL

Jenica counsels public agencies on government law issues, including California's open meeting and public records laws, political conflicts of interest, and ethics compliance. She also serves as general counsel to special districts and nonprofit organizations, providing day-to-day guidance on governance, risk management, and regulatory compliance.

Jenica is also seasoned labor and employment attorney who advises public and private sector clients on sensitive, high stakes workplace and governance matters. She is known for serving as a strategic partner to her clients, helping them navigate not only complex legal issues, but also the practical, political, and business considerations that often accompany employment disputes and organizational decision making.

Jenica's practice encompasses advice and counsel, labor negotiations, workplace investigations, litigation, arbitration, and training. She has deep experience handling matters involving discrimination, harassment, retaliation, disability accommodation, leaves of absence, whistleblower claims, due process, First Amendment issues, and labor law matters affecting both represented and unrepresented workforces. She regularly advises public safety agencies on rights and obligations specific to sworn personnel.

Supporting Team Members:



Michael Conneran

Partner | Walnut Creek

California Bar Number: 135978

Michael represents public agencies and private companies in matters involving real estate, transportation, and environmental law. He has played an active role in major infrastructure projects, including the extension of transportation systems to the San Francisco Airport. He has participated in acquisitions of railroad rights-of-way on behalf of public transportation agencies, including the purchase of the Caltrain line between San Francisco and San Jose and the Northwestern Pacific Railroad right-of-way between Marin and Mendocino counties (now the right-of-way of the SMART service). He has also advised public and private railroad clients regarding regulatory issues arising under federal and state law.

Michael has overseen the environmental review process for major transportation projects, including the electrification of the Caltrain commuter rail line. He has counseled cities and transit agencies regarding transit-oriented development projects and has negotiated long-term ground leases and other types of public-private partnerships.



Patrick Glenn

Partner | San Francisco

California Bar Number: 141604

Pat has extensive experience in labor relations counseling and collective bargaining negotiations. He handles proceedings before the National Labor Relations Board and other administrative agencies. Pat has represented employers in union organizing campaigns, collective bargaining negotiations and other traditional labor practice areas. He also has first-chair trial experience as an employment litigator in wrongful termination and employment discrimination cases.

Pat also has extensive experience counseling employers in the health care industry.



Molly Lee Kaban

Partner | San Francisco

California Bar Number: 232477

Molly represents public employers in all phases of litigation in federal, state and administrative proceedings. Molly defends employers against allegations of harassment, discrimination, wrongful termination, retaliation, wage-and-hour noncompliance and more. A large part of Molly's practice involves partnering with her clients in an advice and counseling role, to help to manage human resources issues and to prevent litigation. She regularly consults regarding any number of employment concerns, including compensation, privacy, leaves of absence and compliance with disability and family leave laws. She also negotiates and drafts employment, separation, independent contractor and confidentiality agreements, and works with her clients to develop effective personnel policies.

Molly also has substantial experience in traditional labor law. Molly worked for the National Labor Relations Board prior to joining Hanson Bridgett, and she now represents both private and public employers in proceedings before the National Labor Relations Board and the California Public Employment Relations Board. She also represents employers in labor arbitrations, union organizing campaigns and collective bargaining negotiations.



Steven Miller

Partner | San Francisco

California Bar Number: 236080

Steven has a varied practice representing both public and private clients in the public arena. He assists public agencies throughout California operating bus, rail, and ferry service. His areas of expertise include public contracts and procurements, regulatory compliance, intergovernmental agreements, constitutional issues, and government ethics. Steven has extensive experience in public sector contracting issues, including representing both public and private entities in public works contracts, contract negotiations of all types, and bid protests relating to complex state and local procurements. He regularly advises private and public entities on compliance with federal Buy America requirements.



Jillian Somers Donovan

Partner | San Francisco

California Bar Number: 267544

Jillian leads the firm's Health Section, while focusing on civil and regulatory litigation for health care industry clients and providers of long-term care services. Her representation encompasses health facilities and senior living, including skilled nursing facilities, hospitals, medical staffs, assisted living facilities, continuing care retirement communities, independent living communities, and intermediate care facilities for the developmentally disabled. She represents clients in litigation and administrative proceedings, such as license revocation actions. She handles all phases of litigation: discovery, law and motion practice, mediation, arbitration, administrative hearings, trials, writs, and appeals.

Jillian guides clients through issues involving multiple government agencies, including the California Department of Public Health, California Department of Social Services, California Department of Health Care Services, California Department of Justice, U.S. Department of Health and Human Services, and Centers for Medicare and Medicaid Services. She handles advice and counsel for disputes with government agencies and manages the response to investigations conducted by the same.

Jillian also works with hospitals and physicians on matters related to medically ineffective care. Jillian has litigated multiple emergency petitions under Probate Code 4735 and advised on situations involving the same. Jillian's hospital work includes supporting the client's team through complex discharges. She litigates complex discharges, where necessary, to help the team achieve a safe and appropriate discharge.

As part of her work with hospital and medical staff clients, Jillian defends hospitals, medical staffs, and medical staff leaders in civil litigation arising from peer review activities. Jillian has represented multiple medical staffs in formal hearings involving peer review actions. Jillian has also served as a trial attorney representing hospitals in lawsuits involving peer review and physician contracting issues.



Shayna van Hoften

Partner | Walnut Creek

California Bar Number: 233729

Shayna helps clients identify and mitigate government ethics and governance challenges. She works with them to adopt and implement local revenue enhancements, negotiate intergovernmental agreements, and undertake major programs and projects. Clients rely on Shayna to ensure they comply with disability access and other civil rights laws, and to develop and abide by public agency administrative, financial and risk management best practices. Shayna also drafts all forms of legislation and regulation, and pens written and oral comments on state and federal statutory and regulatory proposals.

Shayna provides frequent training on compliance with the Brown Act, Public Records Act, and conflict of interest laws and regulations, including for compliance with AB 1234.

Shayna has been licensed to practice law in the State of California since 2004. During law school, she clerked in the San Francisco city attorney's office and for Disability Rights Advocates. Prior to attending graduate and law school, Shayna worked in state and federal government affairs in Washington, D.C.



Nicole Witt

Partner | Walnut Creek

California Bar Number: 306878

Nicole focuses on government and public agency law. Nicole serves as General Counsel to Menlo Park Fire Protection District and West County Wastewater District. Nicole also serves as Deputy General Counsel to San Joaquin Regional Transit District and Santa Cruz Metro. She is also a key team member supporting the Engineering Division of the Golden Gate Bridge, Highway and Transportation District.

Nicole assists the firm's public agency clients with various legal issues such as public contracts and procurements, legislation, revenue measures, governance laws, and ethics issues, including conflict of interest analyses. She regularly attends client board meetings and advises on the preparation of board agendas, staff reports, resolutions, ordinances, and meeting minutes.

Nicole has particular expertise in public contracting, including assisting clients in developing contract templates for procurements. She also assists clients with complex procurements and infrastructure projects,

including complex design-build agreements. Nicole helps clients, both public and private, navigate unique project delivery challenges in the public contracting arena. She drafts and advises clients on contracts in areas including public works, the purchase of goods and services, funding agreements, and real property.

Nicole also provides client training on government ethics laws, Brown Act, and Public Records Act compliance.



Matthew Guerrero

Associate | San Francisco

California Bar Number: 356337

Matthew represents employers in a wide range of labor and employment matters, with particular experience navigating arbitration, litigation, compliance, and workforce training. With a strong foundation in both federal and state employment law, he partners with clients to proactively manage risk and resolve disputes effectively.

Matthew has handled all aspects of management-side labor arbitrations, including discovery, witness preparation, settlement negotiations, opening and closing arguments, direct and cross-examinations, and post-hearing briefs. He has successfully represented clients before federal and state courts, as well as agencies such as the Equal Employment Opportunity Commission (EEOC) and the Illinois Department of Human Rights.

In addition to litigation, Matthew advises clients on workplace policies and compliance, including drafting and updating employee handbooks and policy statements. He regularly conducts training sessions for both employees and management — delivered in English and Spanish — on critical topics such as union avoidance, anti-harassment, and annual legal updates.



Abigail Mendez

Associate | San Rafael

California Bar Number: 335564

Abigail advises public entity clients on a wide range of labor and employment and public entity law matters. She works closely with cities, special districts, and other public agencies to provide practical, day-to-day guidance on employment policies and procedures, employee discipline, leaves of absence, wage and hour issues, and compliance with applicable state and local requirements.

Abigail also guides public agencies through California Public Records Act requests, Brown Act matters, and related governance and transparency issues. Her practice includes representing clients in administrative proceedings and advising on sensitive workplace matters, including investigations involving allegations of discrimination, harassment, and retaliation.



Caitlin Phelps

Associate | San Francisco

California Bar Number: 352132

Caitlin focuses her practice on healthcare litigation, representing various healthcare providers against claims alleging negligence and elder abuse. Caitlin has experience providing paramedic-related HIPAA advice. Clients appreciate her knowledge of the laws and regulations governing long-term care facilities, Medicare and Medicaid reimbursement, and the Medical Injury Compensation Reform Act (MICRA).



Brenda Quintanilla

Associate | San Francisco

California Bar Number: 358557

Brenda provides preventive advice and counsel to employers and immigration compliance in the workplace. She also defends employers in a wide range of employment litigation, including wrongful termination, harassment, discrimination, retaliation, and wage and hour claims, and represents employers in collective bargaining and labor arbitration matters. In addition to her labor and employment work, Brenda volunteers her time doing pro bono, mentoring law students, and promoting diversity, equity, and inclusion.



Matthew Seipel

Associate | Sacramento

California Bar Number: 318358

Matthew advises and defends employers in labor and employment disputes, and he focuses on representing employers in appeals in California and federal appellate courts. Before joining the firm, he served as a regional attorney for the Public Employment Relations Board, where he wrote appellate briefs defending the Board's decisions in California state appellate courts and investigated unfair practice charges.

Most recently, he served as a judicial law clerk for the Honorable Jean P. Rosenbluth of the United States District Court for the Central District of California.



Julian Viksman

Associate | Los Angeles

California Bar Number: 328625

Julian advises public agencies in municipal law, including real estate matters. He works closely with public agency clients on a wide-range of legal issues, including transactional law, compliance counseling, and litigation. Julian's practice areas include:

- Public contracting
- Contract negotiation, drafting, and review
- Open government law, including the Public Records Act and the Brown Act
- Fair Political Practices Commission regulations / conflicts of interest
- Litigation matters, such as drafting complaints, answers, demurrers, and motions



Jake Zarone

Associate | San Francisco

California Bar Number: 351558

Jacob's practice focuses on public agency law. He works with cities, counties, special districts, and other public agencies on statutory, constitutional, governance, operational, and litigation matters. His advice and counsel practice includes California Voting Rights Act compliance, public procurement, and drafting and reviewing resolutions, staff reports, policies, and other governance documents. Jacob's litigation practice includes a range of matters involving public agencies, with experience in pleadings, discovery, motion practice, injunctive proceedings, and settlement negotiations.

Jacob also maintains an active pro bono practice focused on immigration and federal habeas matters. His work has included proceedings before immigration courts, the Board of Immigration Appeals, federal district courts, and the U.S. Court of Appeals for the Ninth Circuit.

Before attending law school, Jacob spent six years teaching middle and high school social studies.

Relevant Experience

We have the capabilities to represent REDCOM in each area of legal services under the Scope of Services. We have summarized below our qualifications in each applicable area of legal services.

California Public Agency Labor and Employment Law

Employee Relations. The representation of public agencies, including fire districts, has been a principal specialty of Hanson Bridgett for more than 60 years. Our labor and employment attorneys have experience in all legal aspects of the public employer-employee relationship. We pride ourselves on being trusted advisors to our clients, who often remain with us for decades.

Our experience ranges from developing employer-employee resolutions, guiding employers through union recognition proceedings and collective bargaining negotiations to advocating employer positions during administrative hearings, grievance arbitrations, and wrongful discharge and employment discrimination litigation.

We have trusted relationships with our clients, and we are proactive in counseling and advising them before employee concerns develop into disputes. By doing so, we can help clients avoid litigation altogether or, at a minimum, gain a strategic advantage with viable defenses if litigation ensues. We draft and review personnel policies, employment contracts, and other employment forms. We also conduct internal workplace investigations, and we audit clients' employment practices, including employee classification and employer pay practices. We frequently advise clients about performance management, leaves of absence, pay practices, disability accommodations, employee discipline, and termination. We also counsel employers about federal and state wage and hour law. We have developed notable expertise in helping employers navigate the leave requirements of the Family Medical Leave Act, the California Family Rights Act and other leave laws.

- **Southern Marin Fire Protection District.** Jenica has served as the General Counsel to SFMD since 2024 and previously as Outside Labor Counsel. As General Counsel, Jenica manages all legal issues for the District at the request of the Fire Chief, his designated staff members, and as requested by the Board of Directors directly. The Firm's legal services include (without limitation) governance and meeting attendance, contracting and lease agreements, litigation, labor relations, wage and hour compliance (FLSA), confidential personnel matters, and employee benefits advice (retirement and related tax matters). Jenica also represented SFMD in legal matters stemming from the District's most recent consolidation with a smaller local fire agency and, as such, has substantial experience with that topic.
- **REDCOM.** Jenica Madonado represented REDCOM with pre- and post-succession issues, particularly in its negotiations to transition its dispatchers, who were then employed by AMR, into District employment. Jenica supported the REDCOM with those negotiations.
- **Sonoma County Fire District.** Jenica Maldonado has served as Outside Labor Counsel for SCFD since 2024. In this role, she represents and advises the District concerning labor relations (grievance, FBOR administrative appeals, Skelly processes, collective bargaining), confidential personnel matters including overseeing workplace investigations, revising personnel policies, employee benefits (CALPERS) compliance, and agency consolidation related matters.

- **Novato Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel for NFPD since 2023. In this role, she has represented and advised the District's Fire Chief and Board of Directors concerning labor negotiations, labor relations (Skelly notices, grievances, FBOR appeals and related settlements), confidential personnel matters, the recruitment and hiring of a new Fire Chief, and employee benefits (County plan) and tax compliance advice.
- **Rancho Adobe Fire Protection District.** Jenica Maldonado served as Outside Labor Counsel to RAFFD beginning in 2023. In this role, she advised the District's Fire Chief and Board of Directors concerning labor relations, confidential personnel matters and settlements, and consolidation-related matters.
- **Sonoma Valley Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel to SVFPD since 2024. In this role, she has advised the District's Fire Chief and Deputy Chiefs in wage-and-hour compliance and policy matters and has conducted training for District personnel on various labor and employment topics, including FBOR and performance management.
- **Gold Ridge Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel to GRFPD since 2024 advising on complex, confidential personnel matters.
- **Downtown SF Partnership.** Jenica provides general counsel services to address all legal issues faced by this community benefit district client, including labor and employment, contracts, disputes, and governance.
- **City of Berkeley.** Jenica has previously served as Special Labor Counsel to the City of Berkeley on a myriad of labor and employment matters for safety and non-safety personnel. She has previously represented the Berkeley Fire Department on advice and counsel matters concerning employee misconduct and resulting discipline, in contract and discipline related grievances under the Berkeley-IAFF MOU and supported the District in an overall and update to department policies.
- **City and County of San Francisco.** Jenica Maldonado previously served as a Deputy City Attorney for the City and County of San Francisco. During her tenure, she served on the Labor and Ethics and Elections Teams. On the Labor Team, she represented the San Francisco Fire Department in multiple matters, including a multi-plaintiff litigation in San Francisco Superior Court, in disciplinary appeals before the San Francisco Fire Commission, and in grievance arbitrations.
- **City of Palo Alto.** Jenica Maldonado serves as Special Counsel to the City of Palo Alto in employment litigation and advice matters.
- **City of Oakland.** Jenica Maldonado served as Special Counsel to the City of Oakland in labor arbitration and investigation matters.
- **City of Santa Rosa.** Jenica Maldonado serves as special counsel, providing labor and employment advice and collective bargaining and labor arbitration matters.
- **City of Antioch.** Jenica Maldonado serves as special counsel for both labor and employment advice and litigation matters.
- **City of Pleasanton.** Jenica Maldonado represents the City in workplace investigation matters.
- **City of Seaside.** Jenica Maldonado serves as Special Counsel to the City of Seaside on labor and employment advice and counsel matters.

- **City of Pacific Grove.** Jenica Maldonado serves as Special Counsel to the City of Pacific Grove on labor and employment advice and counseling matters.
- **Central Contra Costa Sanitation District (CCCSD).** Hanson Bridgett attorneys provide CCCSD with advice and counsel regarding all aspects of labor and employment relations, including and without limitation, collective bargaining issues, labor and employment law compliance, responses to employee complaints, investigations, disciplinary and grievance matters, leave administration, and assistance with agency policies. The firm also handles labor arbitrations on behalf of CCCSD.
- **Valley Transportation Authority (VTA).** Jenica represented VTA in labor and employment litigation and collective bargaining issues.
- **Golden Gate Bridge, Highway and Transportation District (Bridge District).** Hanson Bridgett attorneys provide the Bridge District advice and counsel regarding all aspects of employee relations, including employee complaints of unlawful harassment, discrimination, and retaliation (including whistleblower retaliation), and appropriate resolution.
- **Santa Cruz Metropolitan Transit District (METRO).** Hanson Bridgett attorneys provide METRO with advice and counsel regarding all aspects of labor and employment relations, including and without limitation, collective bargaining issues, labor and employment law compliance, responses to employee complaints, investigations, disciplinary and grievance matters, leave administration, and assistance with agency policies. The firm also handles labor arbitrations on behalf of METRO.
- **Central Contra Costa Transit Authority (Authority).** Hanson Bridgett attorneys provide the Authority advice and counsel regarding all aspects of employee relations, including employee complaints of unlawful harassment, discrimination, and retaliation (including whistleblower retaliation), and appropriate resolution. Our attorneys have also defended the Authority against OSHA and CalOSHA complaints.
- **San Mateo County Transit District (SamTrans).** Hanson Bridgett attorneys provide the San Mateo County Transit District with advice and counsel regarding all aspects of employee relations including employee complaints of unlawful harassment, discrimination, and retaliation (including whistleblower retaliation), and appropriate resolution.
- **San Joaquin Regional Transit District (RTD).** Hanson Bridgett attorneys provide RTD with advice and counsel regarding all aspects of labor and employment relations, including and without limitation, collective bargaining issues, labor and employment law compliance, responses to employee complaints, investigations, disciplinary and grievance matters, leave administration, oversight of employment litigation matters, and assistance with agency policies.
- **Alameda Health System (AHS).** Hanson Bridgett attorneys provide AHS advice, counsel and representation regarding all aspects of labor and employment relations, including and without limitation, collective bargaining issues, labor and employment law compliance, responses to employee complaints, investigations, disciplinary and grievance matters, leave administration, assistance with agency policies, labor arbitrations, wage and hour matters, and other employment litigation.

Labor Negotiations. Our labor and employment attorneys have experience dealing with labor unions. Because Hanson Bridgett specializes in public agency law and because many of the agencies it represents are unionized, our labor and employment attorneys regularly advise clients on labor

relations issues such as discipline, grievances, the scope of the bargaining obligation, and strategies for maintaining an effective relationship with unions.

Partners in our group have worked at the National Labor Relations Board (NLRB) and the Public Employment Relations Board (PERB) before joining the firm. We help clients work with unions to achieve operational goals and resolve disputes, and we are particularly sensitive to the scrutiny that public agencies face from their constituents with respect to their interactions with unions. In addition, we represent clients in grievance and interest arbitrations and in all types of NLRB and PERB proceedings, such as representation petitions, unfair labor practice hearings, and unit modification petitions. Our attorneys have prepared witnesses, affidavits, documents and legal memoranda on behalf of employers where they have chosen to file unfair labor practice charges against a union and have also extensively defended employers in unfair labor practice proceedings brought by either an employee or a union. We also possess considerable expertise in responding to work stoppages such as strikes, union demonstrations and sick-outs.

Our attorneys are uniquely qualified to provide advice and representation in the collective bargaining process. We routinely represent large, multi-site employers in their union negotiations and are skilled at coordinating negotiations among multiple bargaining units. Hanson Bridgett serves as labor counsel and Chief Negotiator for the Bridge District, which has 25 different bargaining units represented by 15 different labor unions. We have successfully achieved the Bridge District's goals through its complicated and multi-faceted negotiation process, including achieving major cost-savings initiatives in health care (such as the introduction of premium-sharing and high-deductible health plans for active employees and individual Medicare plans for retirees and changes in eligibility and contributions for pension plans). In the face of intermittent work stoppages by one of its unions, we also successfully represented the Bridge District before a fact-finding board appointed by the Governor, resulting in a mandated 60-day "cooling off" period to allow for negotiations to continue unimpeded.

- **REDCOM.** REDCOM engaged Jenica Maldonado to serve as Chief Labor Negotiator to negotiate with AFSCME as part of REDCOM's hiring of dispatchers previously employed by contractor AMR.
- **City of Santa Rosa (the City).** Jenica Maldonado serves as Special Labor Counsel to the City on a myriad of labor and employment matters for safety and non-safety personnel. She has previously represented the Santa Rosa Fire Department in grievances and as Chief Labor Negotiator with its firefighter-captain and battalion chiefs IAFF local chapters.
- **Southern Marin Fire, Sonoma County Fire, Sonoma Valley Fire, Novato Fire, Tiburon Fire Protection District (historical).** Jenica reviewed and revised memorandums of understanding, drafted side letters, represented in labor arbitrations / disputes re contract terms, provided legal advice re meet-and-confer obligations, and reviewed policies for labor law compliance for these clients.
- **Livermore-Pleasanton Fire Protection District.** At a prior firm, Jenica served as Outside Labor Counsel to support the LPFD with protracted labor negotiations between the District and its local IAFF chapter, which resulted in post-impasse settlement. Jenica also assisted the District in an overhaul and update of the District's personnel policies.

- **Santa Clara Valley Transportation Authority (VTA).** Jenica Maldonado has served as Special Counsel to VTA on complex labor negotiations matters in VTA's successor contract negotiations with its bus operators' union (ATU) and other confidential matters.
- **San Mateo County Transit District (SamTrans).** Hanson Bridgett attorneys represent SamTrans with their traditional labor law needs. Hanson Bridgett has acted as the SamTrans' chief negotiator for the negotiation of six collective bargaining agreements covering its bus operators, dispatchers, mechanics, customer service representatives, and bus contract servicers. Our attorneys also provide HR consulting, training, and advice concerning the interpretation and implementation of collective bargaining agreements and compliance with the applicable collective bargaining statutes. We also represent SamTrans' interests in labor arbitrations, including disciplinary arbitrations.
- **Central Contra Costa Transit Authority (the Authority).** Hanson Bridgett represents the Authority in its labor relations with International Association of Machinists and Aerospace Workers (IAM) District Lodge No. 190 (IAM), International Brotherhood of Teamsters (Teamsters) Local 856 and ATU Local 1605. Hanson Bridgett has a long history of representing the Authority in negotiating a comprehensive memorandum of understanding with its multiple bargaining units, as well as providing the Authority HR consulting, training, and advice concerning the interpretation and implementation of collective bargaining agreements, and compliance with applicable collective bargaining statutes. Our attorneys also represent the Authority in labor arbitrations and before administrative agencies.
- **Santa Cruz Metropolitan Transit District (METRO).** Hanson Bridgett is METRO's primary counsel for labor matters. We have served as the lead negotiator in collective bargaining negotiations with SEIU, Local 521, and SMART, Local 0023. Hanson Bridgett regularly advises METRO in personnel policies and actions and interpretation of collective bargaining agreements. Our attorneys represent METRO in grievance proceedings and before administrative agencies, including PERB.
- **Golden Gate Bridge, Highway & Transportation District (Bridge District).** As the Bridge District's primary counsel for traditional labor matters, we have advised and counseled the Bridge District on all aspects of working with a highly unionized workforce. We are the Bridge District's lead negotiator in negotiations with the Bridge District's 25 bargaining units. As such, our team is adept at managing effective relationships with the labor representatives from all of the unions that work with the Bridge District (including Teamsters Local 856 and Teamsters Local 665).

Additionally, our team provides HR consulting, training, and advice, interpretation and implementation of collective bargaining agreements and compliance with applicable collective bargaining statutes. We also represent the Bridge District in labor arbitrations, including disciplinary arbitrations and in all categories of PERB proceedings, including unit recognition petitions, unit modification petitions, unfair labor practice charges. Our team also provided advice and counsel concerning union requests for information and Public Records Act requests.

Hanson Bridgett attorneys regularly report to the Bridge District's 19-member Board of Directors. And we work closely with the elected officials to achieve the Bridge District's goals. We are uniquely sensitive to the importance of discretion when working with unions in the public service arena.

- **Alameda Health System (AHS).** Hanson Bridgett is AHS' primary outside counsel for various matters including labor relation matters. In 2017, Hanson Bridgett acted as the chief negotiator and successfully negotiated two collective bargaining agreements governing over 3,000 healthcare

workers and RNs. We have also represented AHS at labor arbitration hearings and in unfair labor practice proceedings before the Public Employment Relations Board.

- **San Joaquin Regional Transit District (RTD).** Hanson Bridgett manages all aspects of RTD's labor needs, providing HR consulting, training, and advice and interpretation and implementation of collective bargaining agreements, applicable collective bargaining statutes. Our attorneys have served as chief negotiators in negotiating RTD's labor contracts, including in negotiating its 2023-2026 MOU with the Amalgamated Transit Union, Local 256. Hanson Bridgett also represents RTD in grievance arbitrations and before administrative agencies.

Training

Our attorneys routinely advise clients about personnel issues to prevent problems before they arise, including by training them to manage inevitable controversies creatively and effectively.

We offer innovative and effective training programs and have provided training to thousands of employees and managers at many state agencies, local governments, and special districts throughout California, on topics such as sexual harassment, workplace violence, and employee privacy issues, in some cases on a fixed-fee basis.

Our training programs are customized as appropriate for management, supervisors, and employees. Specific training programs include topics such as sexual harassment, performance management, leaves of absence, managing the disability interactive process, basic personnel, and employment law, how to conduct workplace investigations and how to discipline and terminate employees while reducing the risk of litigation. We also tailor custom programs to meet clients' special needs and interests.

The most important responsibility of managers is to help employees improve performance and help the employer meet its mission through positive employee relations. For most employers, this means performance plans, documentation, leadership, feedback, and evaluation. In addition, managers and supervisors, most times, are employer agents for liability purposes. This means that managers and supervisors need a working knowledge of what they should and should not be doing with respect to internal policies as well as outside laws, regulations, and cases.

Training is key to accomplishing good employee management and liability avoidance. Hanson Bridgett's training philosophy is not to drill down into the specific nuances of each prohibition or requirement of the law. Rather, our trainings and related materials focus on the most frequent situations that exist in the hope of raising awareness so that managers and supervisors will be able to "issue spot" on the job and know how to act in certain situations and when to ask for help or more information.

We include real-life examples throughout our presentations that we may direct, as appropriate, for a given audience. We also encourage employers to indicate in advance if the entity has experienced any particular problems that it would like us to explore in greater depth. For example, some clients have requested that we spend more time discussing violence in the workplace, social media issues, or performance review writing, and we adjust our presentations to address these discussion topics.

When appropriate, we use two trainers for training sessions as they can provide for more lively give-and-take. While all training courses necessarily include some lecturing, we encourage attendee participation and questions throughout the presentation. Towards this end, we also include directed conversation on some hypothetical situations, depending on the length of the session, to allow for an interactive training approach.

Investigations

Hanson Bridgett has extensive experience with workplace and administrative investigations. Members of our proposed team have experience investigating workplace complaints related to claims of harassment, retaliation, unethical conduct, and claims of race, age, and disability discrimination, in addition to other workplace complaints that may arise.

We advise public agencies on a range of special projects including important neutral investigations. With these clients, beyond just EEOC position statements and early-analysis investigations, our attorneys have deep knowledge of matters unique to public agencies, including due process, liberty interest rights, *Skelly* rights, administrative law, and collective bargaining and retirement issues affecting public employees.

While we are pragmatic in our approach, our goal is to provide the right level of investigative work that will allow us to maintain an appropriate level of neutrality and credibility. At the onset of an engagement, we typically recommend an early phone call with the client to gather background information and determine client needs. Each matter – even for the same client – is unique.

When we serve as neutral investigators, we ask clients (a) to put a litigation hold in place, if appropriate; (b) to provide us with relevant policies and procedures; (c) to provide us with an organizational chart, its best estimate of potential witnesses, and witness contact information; (d) to provide us with relevant communication, personnel files, and other documentation; and (e) to assist us in scheduling interviews.

Most frequently, we conduct investigations at our clients' facilities. But, if a matter is extremely sensitive, we can use our own offices throughout the state. Finally, for small and more routine investigations, we sometimes conduct interviews by phone or video conference.

- **Golden Gate Bridge, Highway and Transportation District.** Hanson Bridgett regularly supports the Bridge District in handling workplace investigations, providing advice and counsel as to the appropriate resolution and reporting to the Board of Directors. Hanson Bridgett attorneys also oversee complex workplace investigation involving outside investigators and provide advice and counsel concerning internal investigations and the administration of investigation policies and procedures.
- **City of Oakland.** Jenica serves as Special Counsel to the City in investigation matters and labor arbitrations.
- **Central Contra Costa Sanitation District (CCCSD).** We provide CCCSD with advice and counsel regarding all aspects of labor and employment relations, including investigations.
- **Santa Cruz Metropolitan Transit District (METRO).** We provide METRO with advice and counsel regarding all aspects of labor and employment relations, including investigations.

- **San Joaquin Regional Transit District (RTD).** We provide RTD with advice and counsel regarding all aspects of labor and employment relations, including investigations.
- **Alameda Health System (AHS).** We provide AHS advice, counsel and representation regarding all aspects of labor and employment relations, including investigations.
- **Santa Clara Valley Water District – Investigation 1 (2023).** We investigated an elected Board Member on allegations of harassment and creating a hostile work environment, among other allegations. We interviewed approximately 50 witnesses and reviewed extensive documentation. We sustained several allegations and determined that the elected Board Member had violated Board Policy in his treatment of staff. Further details can be found at: <https://www.paloaltoonline.com/news/2022/11/04/investigative-report-finds-valley-water-director-bullied-staff/> and at <https://scvwd.legistar.com/LegislationDetail.aspx?ID=5886615&GUID=EDDA8F47-BA47-4835-9BEC-C71EBD596D9E>, which contains the investigation report executive summary.
- **Santa Clara Valley Water District – Investigation 2 (2025).** We investigated two executive level staff at the District on allegations from three complainants of sexual harassment, creation of a hostile work environment, and retaliation, among other allegations. While policy violations were not sustained against one executive, significant findings were sustained against the other executive. Further detail can be found at <https://www.valleywater.org/news/release-executive-summaries-regarding-valley-water-ceo-rick-callender-and?>
- **City of Santa Rosa.** We served as Special Counsel in connection with the investigation of an elected Council Member's alleged harassment of City employees through unwelcome sexual comments to employees about her relationship, negative behavior towards employees as a result of her relationship, and attempting to benefit her romantic partner, another City employee, through an operational decision. The investigation focused on whether the elected Council Member had violated the City's Anti-Harassment Policy, among other allegations. Further details can be found at: <https://www.srcity.org/m/newsflash/home/detail/3130> and <https://www.pressdemocrat.com/2026/02/05/santa-rosa-macdonald-investigation-public-records/>.
- **Confidential County Investigation.** We served as a workplace investigator in connection with allegations of discrimination, harassment, and retaliation against a District Attorney by multiple staff members.
- **Confidential Elected Official Investigation.** We served as a workplace investigator in connection with allegations of harassment and bullying asserted by an elected official against the City Manager.
- **Confidential IT Investigation.** We served as a workplace investigator in collaboration with a forensic expert, to evaluate whether a major data breach was at all attributable to negligence of any City employees.

Litigation

Hanson Bridgett is unique in its depth and breadth of California labor and employment-related litigation expertise. Our attorneys have experience representing public entities in all aspects of labor, employment, and benefits litigation in court, before administrative agencies, and in arbitration (private and pursuant to a particular memorandum of understanding).

Although our goal is to seek cost-effective resolution that avoids litigation, our attorneys regularly and successfully litigate wrongful termination, wage and hour, discrimination, Title VII, Fair Employment and Housing Act, Americans With Disabilities Act, ERISA, Unruh Act, Labor Code section 132a, and public policy claims based on alleged whistleblowing activities in state and federal courts throughout California.

In addition to defending class actions involving wage and hour, pension, meal period, and health benefits issues, we continue to represent our clients in individual contract, disability, gender and race discrimination, and access cases. We also have diverse experience in advising clients regarding claims made against employee benefit plans and defending employee benefits cases. We offer litigation and arbitration experience in matters involving the availability of governmental immunity arising under the Government Claims Act, and disputes of claims and fiduciary liability. Our labor and employment attorneys also represent clients at the appellate level in both state and federal court.

Joint Powers Authority and Governance Experience

Hanson Bridgett is one of the preeminent law firms representing JPAs throughout the state. This is a very niche practice, and one where we are leaders in terms of the depth of our experience and number of clients we represent. We bring our general counsel and special counsel experience to bear serving JPAs in drafting and amending joint powers agreements, bylaws, and policies. We have drafted the joint powers agreements for numerous JPAs and other clients, most recently for the new Lincoln-SMD1 Wastewater Authority (LiSWA), a Joint Powers Authority formed between the City of Lincoln and the County of Placer for the purpose of regional wastewater conveyance, treatment, and disposal.

Many of our clients are JPAs. As such, we are incredibly experienced in the Joint Exercise of Powers Act located in Government Code Sections 6500 et seq. and have experience in the formation, amendment, and dissolution of JPAs.

We have also assisted our clients in considering and evaluating the benefits and risks of joining a JPA for the purpose of funding large infrastructure projects, such as the Los Vaqueros Expansion Project. This work involves evaluating the agency's financial obligations under the agreement in light of the flexible structure of a JPA and drafting revisions to ensure that the client is sufficiently protected and has an appropriate opportunity to influence the JPA's actions.

Experience with Fire Protection Districts and Other Special Districts

Hanson Bridgett has been representing fire prevention and protection agencies in the Bay Area for more than 30 years. In that time, we have provided assistance with a wide range of matters, including the adoption and enforcement of fire codes, the construction and alteration of fire stations, the acquisition of property for fire station sites, adoption of weed and hazard abatement procedures, adoption of the Uniform Public Construction Cost Accounting Act to streamline public works procurements, adoption and implementation of various cost recovery programs and the procurement of specialized fire apparatus. We have also advised our fire agency clients regarding tax and finance matters, including the establishment of a series of Mello-Roos Community Facilities Districts to fund fire service, creation of multi-jurisdiction impact fee programs and passage of back-to-back fire assessments. We have assisted our clients regarding the special labor issues that often arise for fire

agencies, including grievances, meet-and-confer issues and disability claims. In addition, we have provided support to our clients in negotiating labor agreements. Where necessary, we have represented our clients in litigation and have otherwise provided counsel regarding indemnity, insurance and governmental immunities.

Partner Jenica Maldonado specializes in representing fire districts. Jenica started her legal career at Hanson Bridgett in 2008 and recently returned to the Firm as a Partner in our Government and Employer Services Practices. Firm is committed to continuing to deepen our services and expertise in the areas most needed by our fire district clients.

We appreciate the vital function that fire agencies play, as well as the special challenges they face, but we also see the many similarities between the legal and governance needs of fire agencies and other public entity clients, allowing the District to benefit from our experience serving all types of local government agencies.

Examples of our experience are noted below:

- **Southern Marin Fire Protection District.** Jenica Maldonado has served as the General Counsel to SFMD since 2024 and previously as Outside Labor Counsel. As General Counsel, Jenica manages all legal issues for the District at the request of the Fire Chief, his designated staff members, and as requested by the Board of Directors directly. The Firm's legal services include (without limitation) governance and meeting attendance, contracting and lease agreements, litigation, labor relations, wage and hour compliance (FLSA), confidential personnel matters, and employee benefits advice (retirement and related tax matters). Jenica also represented SMFD in legal matters stemming from the District's most recent consolidation with a smaller local fire agency and, as such, has substantial experience with that topic.
- **Scotts Valley Fire Protection District.** Jenica Maldonado has served as the General Counsel to SVFD since 2024. As General Counsel, Jenica works closely with the Fire Chief to provide advice, counsel, and representation for all legal matters concerning the District, including governance, joint powers and other agreements with neighboring jurisdictions, litigation, wage and hour compliance, labor relations, confidential personnel matters, and employee benefits (CALPERS) compliance.
- **Downtown SF Partnership.** As we highlighted above, Jenica Maldonado serves as their General Counsel and provides advice and counsel for all legal matters concerning this special district.
- **Menlo Park Fire Protection District.** Hanson Bridgett (currently Partner Nicole Witt) serves as General Counsel to the Menlo Park Fire Protection District. We represent this fire agency in all legal matters, including governance, labor relations and procurement issues.
- **East Contra Costa Fire Protection District (ECCFPD).** Hanson Bridgett represented ECCFPD beginning in 2013. We focused on helping the agency develop and implement strategic and succession plans; transition from an appointed 9-member board to an elected 5-member board; launch a free-standing prevention bureau; document, update and implement its policies and procedures; acquire and dispose of fire stations and station properties; and identify and pursue possible revenue enhancements. We also assisted ECCFPD successfully consolidate with the Contra Costa Fire Protection District under the jurisdiction of Contra Costa LAFCO.

- **Half Moon Bay Fire Protection District.** Hanson Bridgett served as General Counsel to the Half Moon Bay Fire Protection District for more than 15 years. We assisted with governance issues, provided labor and employment advice, handled grievances and assisted with labor negotiations, provided counsel for construction of a fire station and procurement of fire engines and associated equipment, developed mutual aid and other intergovernmental agreements, created financing strategies, managed exposure to legal risks and handled or worked with insurance counsel in case of litigation, and performed the other day-to-day and specialty legal services needed for the operations of fire service in this coastal community.
- **Sonoma County Fire District.** Jenica Maldonado has served as Outside Labor Counsel for SCFD since 2024. In this role, she represents and advises the District concerning labor relations (grievance, FBOR administrative appeals, Skelly processes, collective bargaining), confidential personnel matters including overseeing workplace investigations, revising personnel policies, employee benefits (CALPERS) compliance, and agency consolidation related matters.
- **Novato Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel for NFPD since 2023. In this role, she has represented and advised the District's Fire Chief and Board of Directors concerning labor negotiations, labor relations (Skelly notices, grievances, FBOR appeals and related settlements), confidential personnel matters, the recruitment and hiring of a new Fire Chief, and employee benefits (County plan) and tax compliance advice.
- **Rancho Adobe Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel to RAFFPD since 2023. In this role, she has advised the District's Fire Chief and Board of Directors concerning labor relations, confidential personnel matters and settlements, and consolidation related matters as the District recently consolidated with Sonoma County Fire District effective on July 1, 2026.
- **Sonoma Valley Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel to SVFPD since 2024. In this role, she has advised the District's Fire Chief and Deputy Chiefs in wage-and-hour compliance and policy matters and has conducted training for District personnel on various labor and employment topics, including FBOR and performance management.
- **Gold Ridge Fire Protection District.** Jenica Maldonado has served as Outside Labor Counsel to GRFPD since 2024 advising on confidential personnel matters.
- **Redwood Empire Dispatch and Communication Joint Powers Authority (REDCOM).** REDCOM engaged Jenica Maldonado to serve as Chief Labor Negotiator to negotiate with AFSCME as part of REDCOM's hiring of dispatchers previously employed by contractor AMR.
- **Livermore-Pleasanton Fire Protection District.** At a prior firm, Jenica served as Outside Labor Counsel to support the LPFD with protracted labor negotiations between the District and its local IAFF chapter, which resulted in post-impasse settlement. Jenica also assisted the District in an overhaul and update of the District's personnel policies.
- **Moraga-Orinda Fire Protection District.** At a prior firm that served as General Counsel to the District, Jenica advised the Fire Chief and Board of Directors on confidential personnel matters, litigation, administrative complaints, and code enforcement matters.
- **City of San Carlos.** We advised the City of San Carlos when that jurisdiction stood at the cross-roads of having its own fire department, sharing services with other jurisdictions through a joint powers

arrangement, hiring another local jurisdiction's fire department or Cal Fire to provide fire protection and suppression services, or even hiring a private service provider. The City relied on us most recently to guide it through a challenging joint powers agreement dissolution involving one neighboring municipality, followed by a highly controversial RFP process resulting in a contract through which another neighboring municipality was selected to provide the City's fire protection and suppression services.

- **San Mateo County.** Over the years, we have developed or contributed to several important intergovernmental agreements for coordinated fire service in San Mateo County. For example, we have reviewed and provided comments from time-to-time on the joint powers agreements for mutual aid and emergency services. We were instrumental in formulating the contractual framework for the Net Six Joint Powers Authority (Fire Net 6) for coordinated emergency dispatch services throughout the County. We also actively participated in developing the county-wide Advanced Life Support Joint Powers Authority for use throughout San Mateo County. In addition, we have negotiated and drafted contract arrangements to provide fire protection services to the Point Montara Fire Protection District.

Sonoma County and LEMSA Familiarity

We have represented numerous public agencies in Sonoma County, including REDCOM, the County of Sonoma, the City of Santa Rosa, Sonoma Valley Fire Protection District, Sonoma County Fire District, Gold Ridge Fire Protection District, Rancho Adobe Fire Protection District, which we have described in detail, above.

Our attorneys have substantial experience advising clients regarding California regulations specific to special districts, including regulations issued by California Emergency Medical Services Authority (EMSA) and Local EMS Agencies (LEMAs) regarding personnel licensing, certification and accreditation, system standards, and development of local policies, procedures, and medical protocols. Hanson Bridgett also has a highly reputable Health Care Team with more than twenty attorneys who have deep experience advising public and private clients concerning HIPAA and CMIA requirements.

General Counsel

The breadth and depth of our public agency expertise is unmatched, especially with respect to providing General Counsel services to joint powers agencies and special districts. This is an important distinguishing characteristic from the majority of private "municipal law" firms, which generally serve as city attorneys. Cities have broad, general powers and the attorneys that represent them often are generalists or specialize in matters unrelated to fire service. Conversely, Hanson Bridgett's primary government focus is on serving special districts and joint powers agencies. This focus allows us to develop a deep bench of expertise in the legal and technical issues faced by organizations like REDCOM. In particular, the attorneys proposed for this engagement have decades of experience as General Counsel for public agencies including fire districts.

We are committed to delivering the highest level of responsive client service that is both economical and efficient. All legal services will be handled by or flow through the General Counsel, who will be responsible for management and oversight of the range of legal issues in which REDCOM is involved, and who will serve as the direct advisor to the Fire Chief and the Board.

As General Counsel, we provide support and strategic counsel in helping our clients achieve their objectives. Where significant policy decisions face legal obstacles, our job is to help the Board, Fire Chief, and staff find legally valid means of accomplishing the Board's policy objectives and underlying goals.

We have extensive experience with foundational public sector laws such as California's open meeting laws, the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act, Government Code Section 1090, and the Cortese-Knox- Hertzberg Local Government Reorganization Act, as well as the full panoply of legal issues facing public agencies such as: taxes, assessments, Proposition 218 & 26 compliance, governance and government ethics laws; public infrastructure and procurement; land use, environmental and natural resources law; risk management, dispute resolution, litigation and appellate advocacy; labor and employment, and employee benefits; complex technology procurements, and data security and privacy.

We understand the workings of governing boards and the necessity for appropriately noticed meetings, and the conduct of proceedings in an open and accessible manner, reserving for closed session those matters that are recognized under the law as exempt. As such, we regularly assist with the preparation of public meeting agendas, including closed session items, and guide the conduct of the meetings to ensure that the subject matter is properly within the scope of the agenda. Notwithstanding the many technical and procedural requirements of the Brown Act, our clients have been most successful in avoiding delays in their decision-making process, legal challenges or litigation, because of Brown Act issues. We also regularly assist with the development of administrative codes and rules of procedure, drafting of ordinances and resolutions, and applications of election law procedures for ballot measures. We have specialized in the development and delivery of training programs and materials focused on best practices for public officials to safeguard public transparency and accountability in governmental decision making and provide biennial AB 1234 trainings for local public officials. Jenica Maldonado has also presented the AB 1234 compliance training at the Fire Districts Association of California's annual conference for the last three years.

We have experience negotiating and documenting diverse types of contracts for our general counsel clients, including those funded by regional, state, and federal grants. Our attorneys are national and state-wide thought leaders in the field of contracts and procurements and frequently present and provide training. We pride ourselves on understanding the business of our clients at a sophisticated level so that we can identify potential risks and propose legal solutions for risk shifting or establishing effective remedies for non-compliance. We serve as trusted advisors to assist decision-makers in evaluating both business and legal terms of a deal. We also believe strongly in plain-language contracts that avoid "legalese" to the extent possible.

We have unparalleled experience negotiating and documenting numerous kinds of contracts, including formal competitive bidding and informal solicitation for the procurement of materials and services, as well as negotiating complex professional services contracts with actuaries, investment advisors, software and hardware companies, and other consultants. We have assisted many of our clients with opting in to the California Public Construction Cost Accounting Act and advise on compliance. Alternative procurement methods, such as design-build contracts or participating in joint solicitations have also maximized efficiency and reduced processing costs for our public agency clients.

We have collaborated with clients to create standard procurement form agreements and related policies and procedures. This has helped our clients streamline day-to-day procurement practices. Standardization also has had the beneficial effect of permitting management staff to assume substantial responsibility for aspects of the procurement process, thereby reducing the demand for and cost of legal assistance. We also train agency staff on procurement best practices, including drafting scopes of work and negotiating core business terms.

As General Counsel, we regularly provide legal advice on nuanced and complex issues as needed. We monitor legislative developments in key legal areas of concern for our clients and keep our clients updated on changes in the law. Since all work flows through the General Counsel, we ensure that our advice is clear and consistent while also avoiding duplication that might arise from multiple requests on related topics.

Representative Experience:

Representative public agency clients of the firm (or the proposed team while at other firms) include: Southern Marin Fire Protection District, Scotts Valley Fire Protection District, the Menlo Park Fire Protection District, the Golden Gate Bridge, Highway & Transportation District, Sacramento Regional Transit District, Bay Area Water Supply and Conservation Agency, Mid-Peninsula Water District, Purissima Hills Water District, Westborough Water District, Coastside County Water District, West County Wastewater District, West County Agency (JPA), San Joaquin Regional Transit District; Santa Cruz Metropolitan Transit District; Downtown SF Partnership, Peninsula Corridor Joint Powers Board (Caltrain), San Joaquin Regional Transit District, Southern California Regional Rail Authority, San Mateo County Transportation Authority, Central Contra Costa Transit Authority (County Connection), Metropolitan Transportation Commission, Livermore Amador Valley Transit Authority (LAVTA), and more.

Records and Compliance Services

We regularly advise on records retention requirements – including schedules – and public records compliance under the California Public Records Act. We have developed and delivered training programs focused on best practices for transparency and accountability. We are active participants in statewide public interest groups, including CalCities City Attorney's Division, Institute of Local Governments, Municipal Management Association of Northern California, and California Association of Special Districts. This provides us with real-time information to address issues that are impacting other public agencies across the state. Our attorneys evaluate each circumstance with care, working efficiently to monitor compliance and preserve confidentiality where appropriate.

As-Needed Legal Services

The team of attorneys we have proposed to represent REDCOM are available and eager to assist with any as-needed services that may arise. We understand that these matters can be time-sensitive and include labor relations emergencies, Board meeting support, as well as regulatory compliance deadlines. The attorneys we propose have provided those services to other public agency clients and we have a deep bench of additional qualified attorneys we can call upon should that be necessary.

We demonstrate a strong time commitment to client matters by ensuring all legal services are managed or overseen by designated lead attorneys who serve as direct advisors and maintain responsibility for all work product. We leverage a deep bench of attorneys to ensure timely responses and continuity, routinely matching skill and experience to each task, minimizing duplication, and standardizing procedures where appropriate. Hanson Bridgett's team structure, with partners managing the team and multiple senior attorneys providing expert input, ensures that clients receive prompt, high-quality service throughout the engagement.

Description of any experience with matters implicating both the MMBA and the NLRA.

Jenica handled the succession of AFSCME represented employees who worked for AMR and were providing services to REDCOM under contract between REDCOM and AMR into employment with REDCOM directly. That issue implicated NLRB and MMBA legal issues.

References

A minimum of three professional references from current or recent public agency clients for whom the respondent has provided labor and employment legal services. References must include the name of the agency, the name and title of the primary contact, telephone number, email address, and a brief description of the services provided.

REDCOM reserves the right to contact references and to conduct independent research regarding the respondent's qualifications and professional standing.

Cliff Waldeck, Board President
Southern Marin Fire Protection District
28 Liberty Ship Way, Suite 2800
Sausalito, CA 94965
cwaldeck@smfd.org
(415) 388-8182

Description of Services: General Counsel Services; Labor Counsel Services
Dates of Services: Approx. July 2023-Present

Active Deputy Chief Travis Fox
Southern Marin Fire Protection District
28 Liberty Ship Way, Suite 2800
Sausalito, CA 94965
tfox@smfd.org
(415) 388-8182

Description of Services: General Counsel Services; Labor Counsel Services
Dates of Services: Approx. July 2023-Present

Mark Correria, Fire Chief
Scotts Valley Fire Protection District
7 Erba Ln., Scotts Valley, CA 95066
mcorreira@scottsvalleyfire.com
(831) 438-0211

Description of Services: General Counsel Services
Dates of Services: Approx. July 2024-Present

Ron Busch, Fire Chief
Sonoma County Fire District
8200 Old Redwood Highway
Windsor, California 95492
rbusch@sonomacountyfd.org
(707) 892-2000

Description of Services: Outside Labor Counsel
Dates of Services: 2024-Present

Steve Akre, Fire Chief & President-Elect of the California Fire Chiefs Association
Sonoma Valley Fire District
630 2nd Street West
Sonoma, California 95476
stevea@sonomavalleyfire.org
(707) 996-2102

Description of Services: Outside Labor Counsel
Dates of Services: 2024-Present

Dan Peters, Fire Chief
Novato Fire District
95 Rowland Way
Novato, California 94945
dpeters@novatofire.org
(415) 878-2690

Description of Services: Outside Labor Counsel
Dates of Services: 2023-Present

Fee Schedule

We have completed and provided Attachment A – Fee Schedule behind **Appendix B**, as requested.

Conflict of Interest Disclosure

Hanson Bridgett can confirm that prior to responding to this RFP we conducted a full conflicts of interest check, and we are not aware of any current conflicts of interest preventing our attorneys from

representing REDCOM. We note that Gold Ridge Fire District, the City of Santa Rosa, Sonoma County Fire District, Sonoma Valley Fire District and the County of Sonoma are all existing clients of the firm. No conflict was identified and we do not anticipate conflicts, but we want to be sure to disclose this information to you.

Hanson Bridgett has a written conflict of interest policy that complies with the California Rules of Professional Responsibility. No new engagements are accepted by the firm until all parties involved in a new matter have cleared our conflicts system. We utilize the Elite database system and also publish daily to the entire firm the names of all parties to new matters.

If a conflict is found, it must be resolved by Hanson Bridgett's General Counsel before work can commence. When a potential conflict of interest is identified, no new client engagement will be undertaken by the firm until all required written disclosures are made to the client or prospective client, and only after required written waivers of the conflict are signed by the client or prospective client, when determined to be required by risk management.

Optional Work Sample

Respondents may include one optional work sample, such as a redacted legal memorandum, a sample collective bargaining agreement provision, or a summary of a significant matter handled on behalf of a public agency client. Work samples are not required but may be considered as additional evidence of qualifications.

Work samples have been provided behind Appendix C.

Certification and Signature

I, the undersigned, hereby certify that I am authorized to submit this Statement of Qualifications on behalf of the identified firm or practice, that all information contained in this submittal is accurate and complete to the best of my knowledge, that I have read and understand the RFQ No. 2026-01 issued by the Redwood Empire Dispatch Communications Authority in its entirety, and that the respondent agrees to the terms and conditions set forth in this RFQ.

Authorized Signature: 

Printed Name: Jenica Maldonado

Title: Partner

Firm Name: Hanson Bridgett LLP

State Bar of California Number (Lead Attorney): 266982

Date: September 1, 2026

Appendix A: Resumes for the Proposed Hanson Bridgett Team



Jenica Maldonado

Partner

JMaldonado@hansonbridgett.com
(415) 925-8402

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
1000 4th Street, Suite 700
San Rafael, CA 94901

Areas of Focus

- Labor and Employment
- Workplace Investigations



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Jenica is a seasoned labor and employment attorney who advises public and private sector clients on sensitive, high stakes workplace and governance matters. She is known for serving as a strategic partner to her clients, helping them navigate not only complex legal issues, but also the practical, political, and business considerations that often accompany employment disputes and organizational decision making.

Jenica's practice encompasses advice and counsel, labor negotiations, workplace investigations, litigation, arbitration, and training. She has deep experience handling matters involving discrimination, harassment, retaliation, disability accommodation, leaves of absence, whistleblower claims, due process, First Amendment issues, and labor law matters affecting both represented and unrepresented workforces. She regularly advises public safety agencies on rights and obligations specific to sworn personnel.

In addition to her labor and employment practice, Jenica counsels public agencies on government law issues, including California's open meeting and public records laws, political conflicts of interest, and ethics compliance. She also serves as general counsel to special districts and nonprofit organizations, providing day to day guidance on governance, risk management, and regulatory compliance.

Jenica previously served as a Deputy City Attorney in the San Francisco City Attorney's Office under Dennis Herrera.

Publications

“Why Your EQ Might Be Your Secret Weapon as a New Attorney,” *DailyJournal.com* (January 2025)

“Avoid Knowing Too Much,” *Law.com* (November 2012)

Presentations

“Top 10 Labor & Employment Pro Tips for Fire Chiefs,” 2026 CalChiefs Annual Conference (October 2026)

“Catching up with the Courts,” JPIA’s Human Resources Academy (August 2026)

“Ethics in the Public Sector - Conflicts of Interest, the Political Reform Act & Form 700,” Fire Districts Association of California’s 2026 Annual Conference and Leadership Symposium (April 2026)

“Crisis Communications: Coordinating a Cohesive and Legally-Defensible Narrative in Times of Chaos,” California Public Employees Labor Relations Association (CALPELRA) Annual Conference (November 2024)

“Over 75 Years of Female Negotiator Experience: Reflections on the Fole of Gender at the Bargaining Table,” California Public Employees Labor Relations Association (CALPELRA) Annual Conference (November 2024)

“Managing Up: The Role HR Directors Play When Employees Accuse Elected Officials of Violating FEHA”, California Public Employees Labor Relations Association (CALPELRA) Annual Conference (November 2024)

“Ethics in the Public Sector – AB 1234 Compliant Training for Conflicts of Interest, the Political Reform Act & Form 700”, Fire Districts Association of California Annual Conference (April 2024)

“Walking the Line – Addressing Complaints Against Elected Officials,” League of Cities Annual City Managers Conference (February 2024)

“New Mayors and Council Members Academy,” League of California Cities (January 2023)

“Violence in the Workplace – Mitigating Risk and Proactively Responding to Threats” California Special Districts Association, Annual Conference (August 2022)

“Boards Behaving Badly: How to Stay Out of Trouble” California Special Districts Association, Annual Conference (August 2022)

“Police Reform: Legal Challenges and Solutions,” 2022 Legal of California Cities - City Attorneys Spring Conference (May 2022)

“What Special Districts Need to Know About the CPRA” California Special Districts Association (February 2022)

“Safety for Who,” The Labor and Employment Law Section of the Bar Association of San Francisco (February 2022)

“Harassment Prevention Training for Board Members and Supervisors” California Special Districts Association, Annual Conference (August 2021)

Honors & Awards

The Daily Journal, Top Labor & Employment Attorney (2022-2024) Bloomberg BNA Award for Excellence in the Study of Labor and Employment

Professional Affiliations

The Bar Association of San Francisco, Member

Marin County Women Lawyers’ Association, Member

Judicial Clerkships

California Supreme Court Justice Joyce Kennard

Education

J.D., magna cum laude University of San Francisco School of Law (2009)

B.S., magna cum laude Santa Clara University (2006)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Northern District of California

U.S. Supreme Court



Michael N. Conneran

Partner

MConneran@hansonbridgett.com
(415) 995-5042

Hanson Bridgett LLP
1676 No. California Blvd., Suite 620
Walnut Creek, CA 94596

Areas of Focus

- Government
- Municipal and Public Agency
- Government Ethics
- Infrastructure
- Land Use
- Public Transit and Transportation
- Public Revenue: Rates, Fees and Charges



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Michael represents public agencies and private companies in matters involving real estate, transportation, and environmental law. He has played an active role in major infrastructure projects, including the extension of transportation systems to the San Francisco Airport. He has participated in acquisitions of railroad rights-of-way on behalf of public transportation agencies, including the purchase of the Caltrain line between San Francisco and San Jose and the Northwestern Pacific Railroad right-of-way between Marin and Mendocino counties (now the right-of-way of the SMART service). He has also advised public and private railroad clients regarding regulatory issues arising under federal and state law.

Michael has overseen the environmental review process for major transportation projects, including the electrification of the Caltrain commuter rail line. He has counseled cities and transit agencies regarding transit-oriented development projects and has negotiated long-term ground leases and other types of public-private partnerships.

Publications

“Amendments to Surplus Land Act Increase Clarity and Flexibility for Public Agencies,” co-author, Government Legal Alert (October 2023)

“Supreme Court Depublishes Court of Appeal Opinion Regarding Required Placement of Discussion Concerning the Application of CEQA Exemptions in Agenda Items Providing for Project Approval,” co-

author, Government + Land Use Legal Alert (March 2023)

“New Laws of 2018 Series: Part VI To Indemnify and Defend? SB 496 Changes The Rules for Design Professional Contract,” *CSDA e-News* (December 2017)

“The Local Regulation of Interstate Railroads and the Establishment of ‘Quiet Zones’,” *IMLA Magazine* (September 2013)

“Partnering with the Private Sector to Fill the Infrastructure Gap,” *Progressive Fix* (May 2010)

“Creative Approaches to Land Acquisition,” co-author, *California Transit Magazine* (January/February 2008)

“Governor Vetoes Bill Limiting Staff Briefings of Public Officials,” *Public Agency Advisory* (November 2007)

“Public Agencies Face New Restrictions in Contracting with Design Professionals,” *Public Agency Advisory* (March 2007)

Presentations

“Private vs. In-House Practice,” panelist, Municipal Law Institute Symposium (March 2026)

“I Hear that Train A’coming: Municipal Legal Issues Involving Railroads,” California League of Cities City Attorney Conference (April 2021)

“Project Delivery Methods - Transit 101,” co-speaker, American Public Transit Association Legal Affairs Seminar (February 2020)

“Introduction to Property Acquisition Under the Uniform Act,” speaker, American Public Transit Association Legal Affairs Seminar (February 2020)

“Smart Cities/Smart Transit Agencies,” speaker, American Public Transit Association Legal Affairs Seminar (February 2019)

“Smart Cities—The Future of Our Communities,” Globalaw Annual Member Meeting, Dallas, TX (October 2018)

“Navigating Conflict Issues in Engaging Professional Consultants,” League of Cities Conference (September 2018)

“Shared Rides – City and California Public Utilities Commission Perspectives,” 2017 City Attorneys’ Spring Conference (May 2017)

“Local Regulation of Railroads: Guidance for Municipal Attorneys on Navigating the Complexities of Federal Preemption,” Strafford Webinar (March 2016)

“The Troubled Public Construction Project: When is it Time to Call in the Surety?” League Of California Cities Annual Conference (October 2005)

“Microtransit Trends: Fad or Future?” Moderator, California Transit Association (November 2015)

“Payments-Based Public-Private Partnerships (PPP): Public Benefit and Private Capital in 2015,” co-speaker, Knowledge Group Webinar (June 2015)

“Local Government in a Brave New World: Law Enforcement, Code Enforcement, and Public Agency Liability,” moderator, Municipal Law Institute Symposium (February 2015)

“Local Regulation of Railroads and the Establishment of ‘Quiet Zones,’” IMLA Conference San Francisco (October 2013)

“Current Issues in Public Agency Law,” County Counsels’ Association (September 2012)

“Negotiating Indemnity Provisions in Contracts with Design Professionals,” League of California Cities (May 2012)

“Creative Options for Delivering Public Works Projects: Design/Build and Public-Private Partnerships,” co-presenter, 2011 CSDA Annual Conference (October 2011)

“Design Build/Public Private Partnerships,” co-presenter, County Counsels’ Association of California Fall 2011 Public Works & HazMat Study Section (October 2011)

“Bracing for Construction Claims During a Slow Economic Recovery,” Hanson Bridgett Public Agency Construction Seminar (September 2010)

“The ABC’s of PPP’s: The Basics Regarding Public-Private Partnerships,” International Right of Way Association (June 2010)

“Addressing Railroad Noise via Quiet Zones,” League of California Cities and California Employer Advisory Council Public Works Officers Institute (March 2009)

“High Speed Rail: Who Knows Where or When?” Peninsula Forward Project, Local Cable Television (October 2008)

“The Local Regulation of Interstate Railroads,” City Attorneys Annual Conference, League of California Cities (May 2008)

“Transit Oriented Development (TOD): Best Practices and Funding,” California Transit Association (November 2007)

“Do You Hear My Train A Comin’ — Railroad Crossings & Quiet Zones,” Contra Costa City Attorney’s Association (March 2007)

Press

“States Push to Tighten Rail Safety After Ohio Train Derailment,” *The Washington Post* (March 2023)

“Credit firm sues San Francisco agency, says it let taxi industry die,” *Daily Journal* (March 2018)

“Hanson Bridgett: Official Outside Counsel to the America’s Cup,” *San Francisco Attorney* (Summer 2012)

Professional Affiliations

State Bar of California, Public and Real Estate Law Section

Bay Area Council, Transportation Committee

Education

J.D., UC Law San Francisco (Formerly UC Hastings) (1988)

A.B., Princeton University, School of Public and International Affairs (1976)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit



Patrick M. Glenn

Partner

PGlenn@hansonbridgett.com
(415) 995-5047

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

Firm Leadership

Labor & Employment Section Leader

Areas of Focus

- Labor and Employment
- Employment Class Actions
- Cannabis Law



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Pat has extensive experience in labor relations counseling and collective bargaining negotiations. He handles proceedings before the National Labor Relations Board and other administrative agencies. Pat has represented employers in union organizing campaigns, collective bargaining negotiations and other traditional labor practice areas. He also has first-chair trial experience as an employment litigator in wrongful termination and employment discrimination cases.

Pat also has extensive experience counseling employers in the manufacturing, construction, health care, banking, transportation, restaurant, hotel and service industries.

Publications

“*Janus v. AFSCME*: SCOTUS Rejects Mandatory Agency Fees For Public Sector Employees,” co-author, *Labor & Employment Alert* (June 2018)

“Ninth Circuit Rules That Cash-In-Lieu Of Benefits Payments Must Be Included In Regular Rate Of Pay,” co-author, *Labor & Employment Law Alert* (June 2016)

“NLRB Continues To Eviscerate Workplace Civility Policies In New Handbook Decision,” co-author, *Labor & Employment Alert* (May 2016)

“Expanded Reporting Obligations For Private Employers Under DOL’s “Persuader” Final Rule,” co-author, *Labor & Employment Law Alert* (March 2016)

“Last Chance Agreements,” *Labor & Employment Law Alert* (September 2011)

Presentations

“Labor Law Developments,” Hanson Bridgett 2024 Labor & Employment Seminar (January 2024)

“Negotiations During Inflationary Times,” co-presenter, SCPLRC Annual Labor Relations Conference (February 2023)

“Coronavirus: Key Issues for Employers,” co-presenter, Hanson Bridgett Labor & Employment Webinar (March 2020)

“Traditional Labor Law Update: A Trip Back to the Future,” co-presenter, Hanson Bridgett 2020 Labor & Employment Seminar (January 2020)

“Disability Accommodation,” Hanson Bridgett Labor & Employment Mid-Year Briefing (July 2016)

“Disability Accommodation - Recent Developments” and “Developments in Public and Private Labor Law,” Hanson Bridgett Labor & Employment Seminar (January 2016)

“Public and Private Sector Labor Law Developments,” Hanson Bridgett Labor & Employment Seminar (January 2015)

Honors & Awards

Top Rated Lawyers™ in Labor & Employment Law; Martindale-Hubbell® (2013)

Best Lawyers in America (2006-2011)

Super Lawyers, Employment & Labor; Employment Litigation (2006-2007, 2009-2013, 2015-2016)

Professional Affiliations

Bar Association of San Francisco, Labor and Employment Law Section

State Bar of California, Labor and Employment Law Section

Bar Association of Detroit

Education

J.D., *magna cum laude* University of Toledo College of Law (1983)

B.S., *cum laude* Ohio University (1979)

Admissions and Courts

California

Michigan



Molly Lee Kaban

Partner

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San Francisco, CA 94105

Areas of Focus

- Labor and Employment
- Litigation and Dispute Resolution
- Employment Class Actions
- Workplace Investigations



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Molly represents both public and private employers in all phases of litigation in federal, state and administrative proceedings. Molly defends employers against allegations of harassment, discrimination, wrongful termination, retaliation, wage-and-hour noncompliance and more. A large part of Molly's practice involves partnering with her clients in an advice and counseling role, to help to manage human resources issues and to prevent litigation. She regularly consults regarding any number of employment concerns, including compensation, privacy, leaves of absence and compliance with disability and family leave laws. She also negotiates and drafts employment, separation, independent contractor and confidentiality agreements, and works with her clients to develop effective personnel policies.

Molly also has substantial experience in traditional labor law. Molly worked for the National Labor Relations Board prior to joining Hanson Bridgett, and she now represents both private and public employers in proceedings before the National Labor Relations Board and the California Public Employment Relations Board. She also represents employers in labor arbitrations, union organizing campaigns and collective bargaining negotiations.

Publications

"Is the Unionization of Uber and Lyft Drivers On California's Horizon?," co-author, Labor & Employment Legal Alert (April 2025)

“Top Five Issues for Employers to Address in a Remote Workplace,” *Business Intelligence* (March 2021)

“California Supreme Court Prohibits Rounding for Meal Periods,” *Labor & Employment Law Alert* (March 2021)

“Big Changes on the Way: What You Need to Know about the Joint Employer Rule” co-author, *Industry Week* (August 2018)

“What Does the NLRB’s Recent Ruling Mean for the Gig Economy?” co-author, *sf.citi newsletter* (September 2015)

“Looking Ahead After NLRB Joint Employer Ruling,” co-author, *The Recorder* (September 2015)

“Tough Times Ahead For Transit Cos. After New NLRB Test?” co-author, *Law360* (September 2015)

“NLRB Imposes Broad New Joint Employer Standard,” co-author, *Labor & Employment Law Alert* (September 2015)

“Roundtable: Labor & Employment,” co-author, *California Lawyer* (December 2014)

“Employers Must Pay for Employee ‘Donning and Doffing’ and More,” co-author, *Employment Law Bulletin* (January 2006)

“California Laws and Cases Bring New Challenges to Employers in 2007,” co-author, *Employment Law Bulletin* (January 2007)

“Enforceability of a Pre-Employment Arbitration Agreement Containing Class Action Waivers,” *Employment Law Bulletin* (January 2008)

“What Employers Can Expect in 2009,” co-author, *Labor and Employment Law Update* (February 2009)

Presentations

“Tough Budget Times: How to Reduce Your Workforce,” co-speaker, CALPERLA (November 2025)

“Pre-arbitration strategies: Winning your case in the grievance process,” co-speaker, CALPERLA (November 2025)

“Workplace Violence: Evolving Legal Norms and New Legislation,” panelist, BASF Yosemite Conference (February 2025)

“Reaching Beyond The Workplace Door: Regulating Off-Duty Conduct,” co-speaker, CALPELRA (November 2024)

“Labor Law Developments,” Hanson Bridgett 2024 Labor & Employment Seminar (January 2024)

“Workplace Issues In the COVID Era,” 2021 Annual Labor & Employment Webinar (January 2021)

“Best Practices for Conducting Workplace Investigations,” Hanson Bridgett 2020 Labor & Employment Seminar (January 2020)

“Workplace Policies and Section 7,” Hanson Bridgett Labor & Employment Mid-Year Briefing (July 2016)

“Disability Accommodation - Recent Developments” and “Developments in Public and Private Labor Law,” Hanson Bridgett Labor & Employment Seminar (January 2016)

“Discrimination, Retaliation and Harassment Update Continued” and “Privacy Update,” co-speaker, Hanson Bridgett Labor & Employment Seminar (January 2015)

“Privacy Gone Public: The Next Big Thing for Every Employer,” co-speaker, CALPELRA (November 2014)

“Privacy Issues for Employment Lawyers,” co-speaker, BASF Labor and Employment Law Section Annual Yosemite Conference (February 2014)

“Harassment Prevention and Awareness,” California Associations of Health Facilities, East Bay Chapter (August 2011)

Press

“Prepare for Strikes—and Know When They May Be Unlawful,” *Society For Human Resource Management* (“SHRM”) (October 2023)

“How to Provide a Negative Reference,” *Society For Human Resource Management* (“SHRM”) (March 2023)

“NLRB May Grant Employers More Leeway in Restricting E-Mail Usage,” *Society For Human Resource Management* (“SHRM”) (August 2018)

“Sexual Harassment Training: The Do’s and Don’t’s,” *Bloomberg BNA* (February 2018)

“Can Employers Give a Bad Reference for a Former Employee?,” *Society For Human Resource Management* (“SHRM”) (February 2018)

“NLRB Overturns Obama Administration’s Definition of ‘Joint Employer’,” *Society For Human Resource Management* (“SHRM”) (December 2017)

“Expansive California Workplace Retaliation Law Takes Effect Soon,” *Society For Human Resource Management* (“SHRM”) (November 2017)

“Closure of Gothamist and DNAinfo a Week After Unionization Likely Unlawful,” *Society For Human Resource Management* (“SHRM”) (November 2017)

“House Passes Joint Employer Legislation,” *Society For Human Resource Management* (“SHRM”) (November 2017)

“NLRB Regional Director: Spanish Broadcasting System Bargained in Bad Faith,” *Society For Human Resource Management* (“SHRM”) (November 2017)

Professional Affiliations

Marin Bar Association, Co-Chair, Labor and Employment Section

American Bar Association

Bar Association of San Francisco

Queen’s Bench

Education

J.D., *cum laude* UC Law San Francisco (Formerly UC Hastings) (2004)

B.A., *magna cum laude* Boston University (1999)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Western District of Michigan



Steven D. Miller

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Firm Leadership

Government Executive Committee
Practice Co-Leader

Areas of Focus

- Government
- Municipal and Public Agency
- Government Ethics
- Infrastructure
- Public Transit and Transportation
- Technology
- Workplace Investigations



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Steven has a varied practice representing both public and private clients in the public arena. He assists public agencies throughout California operating bus, rail, and ferry service. His areas of expertise include public contracts and procurements, regulatory compliance, intergovernmental agreements, constitutional issues, and government ethics. Steven has extensive experience in public sector contracting issues, including representing both public and private entities in the area of public works contracts, contract negotiations of all types, and bid protests relating to complex state and local procurements. He regularly advises private and public entities on compliance with federal Buy America requirements.

Representative Work

Guides transit agencies through a number of complex procurements and resulting implementation of high-technology systems, including Positive Train Control, Computer Assisted Dispatch, and electronic toll collection systems.

Leads the legal team for a number of transit agencies in procurements of ferries, buses, railcars, and locomotives.

Advises public agencies on disputes arising under the California Subletting and Subcontracting Fair Practices Act.

Helps resolve and mitigate conflicts of interest arising under State and federal regulations.

Advises private entities on Buy America compliance relative to agreements with state and local agencies.

Represents large, private entities in bid protests of government contracts.

Publications

“SB 707 Brings Major Overhaul to the Brown Act,” *Government Legal Alert* (October 2025)

“Ethics Complaints Against a Council Member,” *League of California Cities* (May 2024)

“Got Governance?,” *California Special Districts Magazine* (October 2023)

“A Q&A with ferry attorneys Katherine M. Tsou and Steven D. Miller of Hanson Bridgett,” *Marinelog* (November 2022)

“AB 2647: Sharing Documents with the Board of Directors,” co-author, *Government Law Alert* (October 2022)

“Governor Signs AB 2449: The Latest Development to the Brown Act in a Post-Pandemic World,” co-author, *Government Law Alert* (September 2022)

“Brown Act in a Time of Pandemic: the Governor Vetoes AB 339,” *Government Law Alert* (October 2021)

“New Legislation Addresses Brown Act Teleconferencing Requirements,” *Government Law Alert* (September 2021)

“California Legislature Takes Aim at Brown Act Teleconferencing Requirements,” *Government Law Alert* (September 2021)

“*Busker v. Wabtec* – California Supreme Court Rules That On-Board Work Is Not Public Works,” *Appellate Alert* (August 2021)

“The Brown Act Finally Meets Social Media,” *Government Law Alert* (September 2020)

“The California Court of Appeal Issues Landmark Local Government Finance Decisions,” *Government Law Alert* (July 2020)

“California Supreme Court Case Alert: Public Records on Private Accounts,” *Government Law Alert* (March 2017)

“The Wild West of Commercial Drones—Why 2015 Could Be a Pivotal Year in California,” *Public Law Journal* (May 2015)

“Regulating the ‘Initiative Industrial Complex:’ Is SB 168’s proposed prohibition of per-signature payment an unconstitutional restriction on core political speech?” *Public Law Journal* (Spring 2011)

“Getting to a Citizens’ Constitutional Convention: Legal Questions (Without Answers) Concerning the People’s Ability to Reform California’s Government Through a Constitutional Convention,” *Loyola of Los Angeles Law Review* (Winter 2011)

“Local Regulation of Commercial Drones: The Next Frontier,” *Government Law Alert* (April 2014)

Blog Posts

Drones And Local Government — A COVID Story, *Drone Law* (March 2021)

FAA Issues Final Rules On Operation Over People And Remote Identification, *Drone Law* (February 2021)

“Remote Identification: The FAA Proposed Rule and Privacy,” *Drone Law* (February 2020)

“Remote Identification: First Step in Expanded Drone Operations?” *Drone Law* (February 2020)

“Remote Identification: What’s Next for Local Government Owners/Operators of Critical Infrastructure?,” *Drone Law* (February 2020)

“Remote Identification: Why is the FAA’s Rulemaking a Potential Game Changer?,” *Drone Law* (February 2020)

“Why Didn’t Amazon Deliver My New Shoes Using a Drone?” *Drone Law* (November 2019)

“249 Grams—the Magic Number?,” *Drone Law* (November 2019)

“Update on the (Slowly) Developing Preemption Landscape,” *Drone Law* (September 2019)

“Further Delay of the FAA’s Remote Identification Rulemaking,” *Drone Law* (September 2019)

“Anti-Drone Technologies,” *Drone Law* (September 2019)

“Hoverlaw Returns- Update from Marin County,” *Drone Law* (September 2019)

“Trump Executive Order Introduces Pilot Program,” *Drone Law* (October 2017)

“Update from California: (Almost) All’s Quiet on the Western Front,” *Drone Law* (September 2017)

“Drone Delivery...To Prison,” *Drone Law* (July 2017)

“Contracting With Commercial Drone Operators In a New Legal Landscape,” *Drone Law* (March 2017)

“To Permit Or Not To Permit,” *Drone Law* (March 2017)

Presentations

“Investigating Elected Officials When They Overstep,” co-speaker, CALPELRA (November 2025)

“DIFFICULT CONVERSATIONS Ethics Complaints Against a Board Member,” presenter, California Transit Association Fall Conference (November 2024)

“Ethics Complaints against a Council Member,” LeadingAge City Attorneys Spring Conference (May 2024)

“Difficult Conversations—Ethics Complaints Against A Board Member,” CSDA Annual Conference (August 2023)

“Drone Law: Flying into Troubled Skies in 2016,” co-speaker, The Knowledge Group webinar (June 2016)

“Municipal Regulation of Drones,” Strafford Webinar (January 2016)

Press

“Trump executive order eases path for deliveries by drone,” *SFGATE* (October 2017)

“Pending SF policy could let city agencies launch drones,” *San Francisco Chronicle* (May 2017)

“Who Will Regulate Flying Cars?,” *The Recorder* (April 2017)

“California struggles to lead the way on drone regulation,” *Los Angeles Times* (August 2016)

“Model Airplane Hobbyists Skeptical Of Proposed Drone Registry,” *Popular Science* (November 2015)

Academic Distinctions

Hastings Law Journal, Articles Editor

Order of the Coif & Thurston Society

Education

J.D., *magna cum laude* UC Law San Francisco (Formerly UC Hastings) (2004)

Artist Certificate, San Francisco Conservatory of Music (1992)

B.M., Indiana University (1986)

Admissions and Courts

California



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Partner

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Firm Leadership

Health Care Section Leader

Areas of Focus

- Health Care Litigation
- Health Care
- Litigation and Dispute Resolution
- Medical Staff
- Senior Housing and Care



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Jillian leads the firm's Health Section, while focusing on civil and regulatory litigation for health care industry clients and providers of long-term care services. Her representation encompasses health facilities and senior living, including skilled nursing facilities, hospitals, medical staffs, assisted living facilities, continuing care retirement communities, independent living communities, and intermediate care facilities for the developmentally disabled. She represents clients in litigation and administrative proceedings, such as license revocation actions. She handles all phases of litigation: discovery, law and motion practice, mediation, arbitration, administrative hearings, trials, writs, and appeals.

Jillian guides clients through issues involving multiple government agencies, including the California Department of Public Health, California Department of Social Services, California Department of Health Care Services, California Department of Justice, U.S. Department of Health and Human Services, and Centers for Medicare and Medicaid Services. She handles advice and counsel for disputes with government agencies and manages the response to investigations conducted by the same.

Jillian also works with hospitals and physicians on matters related to medically ineffective care. Jillian has litigated multiple emergency petitions under Probate Code 4735 and advised on situations involving the same. Jillian's hospital work includes supporting the client's team through complex discharges. She litigates complex discharges, where necessary, to help the team

achieve a safe and appropriate discharge.

As part of her work with hospital and medical staff clients, Jillian defends hospitals, medical staffs, and medical staff leaders in civil litigation arising from peer review activities. Jillian has represented multiple medical staffs in formal hearings involving peer review actions. Jillian has also served as a trial attorney representing hospitals in lawsuits involving peer review and physician contracting issues.

Jillian's prior experience includes representing companies in large-scale breach of contract actions, state and federal class actions, and state attorney general actions. Her representation has involved pharmaceutical and health care litigation, as well as consumer fraud actions.

Pro Bono

Jillian strongly supports pro bono representation and has successfully obtained Domestic Violence Restraining Orders for numerous pro bono clients over the years. During that representation she has attained no-contact orders, modified visitation schedules, emergency orders, and orders for sole custody and visitation. She also works on pro bono matters for military veterans.

Representative Work

Represents skilled nursing facilities in actions challenging regulatory citations, staffing audits, discharge decisions, and federal deficiencies.

Assists medical staffs in peer review proceedings.

Advises and counsels skilled nursing facilities regarding federal and state regulatory compliance, including areas such as section 1418.8 (Epple) and abuse.

Represents hospitals on issues related to advance health care directives, medically ineffective care, and in petitions to determine capacity to make health care decisions under the Probate Code.

Successfully obtained tentative ruling granting hospital's motion for preliminary injunction to discharge patient.

Represented hospital as trial counsel in a lawsuit that raised issues of statewide importance for hospital and medical staff peer review activities.

Trial counsel for a hospital in a month-long jury trial in California Superior Court related to physician peer review and section 1278.5 retaliation.

Trial counsel for multiple skilled nursing clients in cases where successfully obtained dismissal of the citations.

Counseled hospital in litigation related to its residency program.

Trial counsel for skilled nursing facility in multiple cases related to a disruptive resident

Successfully obtained summary judgment dismissing a AA citation for a skilled nursing client.

Publications

“Don’t Get Caught Off Guard: Section 111 Audit Readiness,” co-author, Legal Alert (October 2025)

“CMS Announces Care Compare Changes That Could Lead to Major Five-Star Impacts for Certain SNFs,” co-author, Health Care Legal Alert (June 2025)

“Update: CMS Appeals Ruling Vacating Key Provisions of the Staffing Mandate,” co-author, Health Care Legal Alert (June 2025)

“Federal Judge Vacates Key Provisions of CMS’s Nursing Home Staffing Mandate,” co-author, Health Care Legal Alert (April 2025)

“CMS Ditching the Facility-Initiated Discharge and Ramping up Potential Penalties,” co-author, Health Care Legal Alert (December 2024)

“Final Rule Gives CMS Increased Power to Impose Money Penalties on Skilled Nursing Facilities,” author, Health Care Legal Alert (August 2024)

“Updated Long-Term Care Guidance: Compliance After Six Months,” co-author, Senior Housing and Care Legal Alert (April 2023)

“Health and Safety Code Section 1418.8 (“Eppie”) in 2023: Updates and Reminders,” co-author, Senior Housing and Care Legal Alert (January 2023)

“AB 890’s Independent Nurse Practitioner and the Medical Staff,” Health Care Law Alert (September 2022)

“CMS Updates Skilled Nursing Survey Process to Cover Mandatory Staff Vaccination Requirements,” Senior Housing and Care Law Alert (February 2022)

“California Law Now Allows More Professionals to Qualify for the Infection Preventionist Role in Skilled Nursing Facilities,” Senior Housing and Care Law Alert (February 2022)

“New Law Requires Certification of Medical Directors in Skilled Nursing Facilities and Imposes New Reporting Requirements,” Senior Housing and Care Law Alert (October 2021)

“New Monetary Penalties for Some Skilled Nursing Transfers, Discharges, and Readmissions,” Senior Housing & Care Law Alert (July 2021)

“New California Law Imposes Additional Infection Preventionist and Reporting Requirements on Skilled Nursing Facilities,” Health Care Law Alert (October 2020)

“CDPH Requires all California Skilled Nursing Facilities to Submit ‘COVID-19 Mitigation Plan’ Creating New Documentation Concerns,” Health Care Law Alert (May 2020)

“CMS-Mandated COVID-19 Reporting Requirements and Enforcement Actions Coming for Skilled Nursing,” Health Care Law Alert (May 2020)

“Update on Epple: California’s ‘New’ Procedure for Providing Medical Interventions Requiring Informed Consent to SNF Residents Who Lack Both Capacity and a Legal Representative,” Health Care Law Alert (September 2019)

“CMS’ Changes to Nursing Home Compare and the Five Star Rating System,” *American Health Lawyers Association* (May 2019)

“Proposed Bill Would Increase Skilled Nursing and Intermediate Care Facility Citations and Penalties,” Senior Housing & Care Law Alert (February 2019)

“Social Media: Connections with Residents and Employees - Issues and Concerns,” *LeadingAge California Engage Magazine* (May 2018)

“Long-Term Care Requirements of Participation - Phase 2 Implementation Effective November 28, 2017,” Health Care Law Alert (November 2017)

“California Statutes Expanded to Include Peer Review Protections and Requirements for Licensed Midwives,” Health Care Law Alert (November 2017)

“Fourth Circuit Decides Closely Watched False Claims Act Case, *Michaels v. Agape Senior Community*, But Declines to Rule on Validity of Statistical Sampling,” *AHLA Member Alert* (March 2016)

“Finalized Medicare 60-Day Overpayment Rule Goes Into Effect Today – Providers Are You Ready?” Health Care Law Alert (March 2016)

“New California Assisted Suicide Law Gives Senior Care Providers Limited Protection,” Senior Housing & Care Law Alert (October 2015)

“Evidence Code Section 1157 Expanded to Include Pharmacy Review Committees,” Health Care Law Alert (October 2015)

“Antitrust Considerations For Senior Living Providers,” *American Seniors Housing Association Special Issues Brief* (Summer 2013)

“Zealous Advocacy and the Discovery Process: Does the Duty to Cooperate Leave Room for Lawyering after National Day Laborer?” *Practicing Law Institute’s Summer Ethics Programs* (June 2011)

Presentations

“Navigating Challenges When Ending RCFE and CCRC Residencies,” co-speaker, The LeadingAge California BOLD Annual Conference & Expo (May 2025)

“Addressing Privacy Breaches by Medical Staff Members,” co-presenter, CAMSS 54th Annual Educational Forum (May 2025)

“Immediate Jeopardies: Top Issues for Discussion,” presenter, CAMSS 54th Annual Educational Forum (May 2025)

“Legal Update,” CAMSS Fall Conference (November 2024)

“How to Guide a Defensible Formal Investigation: Do’s and Don’ts and Best Practices,” CAMSS 53rd Annual Education Forum (May 2024)

“The Medical Staff’s Response to Criminal History, Arrests, Prosecutions, and Convictions,” CAMSS 53rd Annual Education Forum (May 2024)

“Case Law Update,” AHLA’s Long Term and Post-Acute Care Law and Compliance (February 2024)

“The Placement Specialist and Transfer/Discharge: Implications and Requirements for SNFs”
” California Association of Health Facilities (November 2023)

“Crisis to Triumph – Mastering Adversity with Best Practices and a Dash of Resilience”
California Assisted Living Association Fall Conference (November 2023)

“Examining Protections for Communications and Documentation,” California Association of Health Facilities (July 2023)

“Lessons Learned During the Corrective Action Process: Do’s and Don’ts, and Pitfalls that Medical Staff Professionals Can Avoid,” co-presenter, California Association Medical Staff

Services/52nd Annual Educational Forum (June 2023)

“Responding to Licensing Board Investigation,” co-presenter, LeadingAge Annual Conference (May 2022)

“AGE-ucation Web Series: Conducting an Investigation after an Adverse Incident at your Community,” LeadingAge California Webinar (March 2022)

“Responding to COVID-19: How In-House Attorneys and Outside Counsel Met the Challenge,” California Society for Healthcare Attorneys’ October Webinar (October 2020)

“Conducting an Investigation Based on Legal/Regulatory Demands,” LeadingAge California 2020 Virtual Conference & Exposition (October 2020)

“Employment and Regulatory Implications in the Age of COVID-19,” California Association of Health Facilities Summer Symposium (July 2020)

“LGBT Considerations in Senior Living,” 69th Annual California Association of Health Facilities Convention Conference (November 2019)

“Navigating the Transfer/Discharge Process,” LeadingAge California Annual Conference (May 2019)

“The Dynamics of Disputing Federal Deficiencies”, California Association of Health Facilities Annual Conference (November 2018)

“Phase 2 Requirements of Participation,” California Association of Health Facilities Delta Stockton Branch (April 2018)

“Phase 2 of Requirements of Participation,” Golden Gate Association of Health Facilities (January 2018)

“Independent Informal Dispute Resolutions,” California Association of Health Facilities Annual Conference (November 2017)

Honors & Awards

Chambers and Partners USA, Health Care

Professional Affiliations

California Society for Healthcare Attorneys, Member

American Health Lawyers Association, Member

California Association Medical Staff Services, Member

LeadingAge California, Member

California Association of Health Facilities, GR Legal Subcommittee, Member

Bar Association of San Francisco, Member

Academic Distinctions

Hastings Law Journal, Writer

Thurston Society, Member

Education

J.D., *magna cum laude* UC Law San Francisco (Formerly UC Hastings) (2009)

B.A., *magna cum laude* California Polytechnic State University (2004)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of Florida



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Firm Leadership

Public Transit & Transportation
Practice Leader

Areas of Focus

- Government
- Municipal and Public Agency
- Government Ethics
- Public Transit and Transportation



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Shayna chairs our Public Transit & Transportation Practice Group. An engaged, knowledgeable legal advisor, she provides strategic, practical counsel to government agencies in sensitive legal and political environments.

Shayna helps clients identify and mitigate government ethics and governance challenges. She works with them to adopt and implement local revenue enhancements, negotiate intergovernmental agreements, and undertake major programs and projects. Clients rely on Shayna to ensure they comply with disability access and other civil rights laws, and to develop and abide by public agency administrative, financial and risk management best practices. Shayna also drafts all forms of legislation and regulation, and pens written and oral comments on state and federal statutory and regulatory proposals.

Shayna provides frequent training on compliance with the Brown Act, Public Records Act, and conflict of interest laws and regulations, including for compliance with AB 1234.

Shayna has been licensed to practice law in the State of California since 2004. During law school, she clerked in the San Francisco city attorney's office and for Disability Rights Advocates. Prior to attending graduate and law school, Shayna worked in state and federal government affairs in Washington, D.C.

Representative Work

Civil Rights in Public Transit. Regularly assists public transit providers comply with Title VI of the Civil Rights Act of 1964, including working together to analyze fare and service changes with potentially discriminatory effects on minority and low-income populations, and to develop Limited English Proficiency Language Assistance Plans.

State Initiative Measure. Co-drafted Proposition 86, which sought to fund health insurance coverage for uninsured children in California by raising the state tax on tobacco products.

Publications

“Navigating the New CDL Regulatory Landscape: What Motor Carriers, Brokers, and Public Transit Agencies Need to Know,” co-author, Transportation Legal Alert (January 2026)

“Governor Plans to Lift COVID-19 State of Emergency, Limiting Agencies’ Ability to Meet Remotely,” Government Law Alert (October 2022)

“Executive Order Relaxes Brown Act Requirements Further,” Government Law Alert (March 2020)

“The Brown Act,” *In the Loop with the Hanson Bridgett Government Group* Video Alert (June 2017)

“New Year, Renewed Board,” *CA Special District. Volume 12, Issue 1* (January–February 2017)

“Why Take 8 Steps When You Can Get There In 4? The FPPC’s New Conflict of Interest Regulations for Public Officials in California,” *Public Law Journal* (March 2016)

“Conflict of Interest Regulations,” *In the Loop with the Hanson Bridgett Government Group* Video Alert (June 2015)

“Ask the Experts: The Brown Act,” *California Special Districts Association Magazine* (April 2015)

“New Gift Rules Effective January 1, 2012,” Government Law Alert (December 2011)

Presentations

“Route to Transit Ballot Success: What to Ask Your Lawyer and When,” panelist, APTA’s Center for Transportation Excellence (May 2026)

“Local Ballot Measures,” moderator, APTA Legal Affairs Seminar (March 2026)

“DOT and CDL Compliance Now: Practical Steps to Reduce Driver and Transportation Liability,” Hanson Bridgett Transportation Webinar (January 2026)

“Demystifying the DBE Interim Final Rule: A Deeper Dialogue with the Experts,” panelist, WTS International (October 2025)

“Career Transition Opportunities in State and Local Government,” panelist, GSPP Alumni Panel (August 2025)

AB-1234-compliant Local Government Ethics Law Trainings, approximately 65 sessions (2006-2023)

“Establishing A Federal Compliance Program for Federal Funded Transportation Projects,” co-presenter, APTA 2023 Legal Affairs Seminar (April 2023)

“ADA Accessibility Issues,” co-presenter, American Public Transportation Association (April 2022)

“A Revenue Cornucopia: One Special District’s Comprehensive Approach to Raising Revenue,” co-presenter, California Special Districts Association Webinar (August 2020)

“Going to the Ballot” Association of California Healthcare Districts (February 2018)

“Going to the Ballot?: Restrictions on the Use of Public Funds for Political Purposes,” California Special Districts Association Conference (September 2017)

“Understanding Public Service Ethics Laws and Principles (AB 1234 Training),” co-speaker, Co-sponsored by the Institute for Local Government, CSAC Annual Conference (November 2016)

“Developing Policies to Promote Social Responsibility, Equity, and Engagement,” moderator, CTA Annual Conference (November 2016)

“Glass Ceiling 2.0: Innovative Programs Closing the Gender Gap,” co-speaker, WTS-SF South Bay (June 2016)

“Government Ethics Academy,” co-speaker, Santa Clara University’s Markkula Center for Applied Ethics (May 2016)

“Completing Statement of Economic Interest - Form 700”, co-speaker, CSDA live webinar (March 2016)

“Since When does the FPPC Have Jurisdiction over Government Code Section 1090? A New Day for 1090 Advice and Enforcement,” co-speaker and moderator, County Counsels’ Association Land Use Study Section (December 2015)

“Federal Transit Administration Lessons Learned / Problem Areas in Compliance,” moderator, Title VI Workshop (October 2015)

Government Conflict of Interest Rules: “The only thing constant is change,” co-speaker and moderator, County Counsels’ Association Annual Conference (September 2016)

“Welcome to the Fishbowl: An Interactive Government Ethics Workshop,” co-speaker, 2015 Annual CSDA Conference (September 2015)

“Finding Your Voice: Strategic Communication,” co-speaker, Watermark Her Voice Series (June 2015)

“Conflicts of Interest: Statutory and Regulatory Update,” County Counsels’ Association Land Use Study Section (April 2015)

“Conflicts of Interest: Statutory and Regulatory Update,” Port of Oakland Port Attorney’s Office (March 2015)

AB-1234-compliant Local Government Ethics Law Trainings, approximately 60 sessions (2006–2015)

“Projects, Procurements, Pitfalls and Plaintiffs: Smart Practices for Negotiating and Managing Public Contracts,” moderator, MMANC Annual Conference (October 2014)

“Statutory Strategies, Regulatory Reviews and Counseling Clients: An Update on Conflict-of-Interest Rules Under the PRA and Section 1090,” moderator, California Political Attorneys Association Conference (September 2014)

“Ballot Measures: Beyond the Basics,” panelist, MMANC Annual Conference (November 2013)

“Disparate Impact, Disproportionate Burden, and Major Service Change Policies,” “Public Engagement and Policy Development,” “California Government Code Section 11135 and Title VI,” “How to Complete a Fare Equity Analysis” and “How to Complete a Service Equity Analysis,” moderator; and “Submitting a Title VI Program,” presenter, Title VI Working Group Workshop (May 2013)

“An On-the-Ground Look at Transit Agency Title VI Compliance,” American Public Transit Association Legal Affairs Seminar (February 2013)

“FPPC Compliance,” Hanson Bridgett Public Agency Roundtable Series (February 2013)

“Current Issues in Public Agency Law,” County Counsels’ Association (September 2012)

“Campaign Financing, Election Law and FPPC Matters,” Northern California County Counsels (March 2012)

“Surviving Title VI: Compliance, Audits, and Litigation,” co-presenter, California Transit Association (November 2011)

“Learning to Share: Identifying the Benefits and Managing the Risks of Resource Sharing and Outsourcing in the Public Sector,” co-presenter, MMANC Annual Conference (October 2011)

Press

“From Planning to Polling: Legal Insights for Transit Ballot Measures,” APTA.com (May 2026)

“Transportation Cases To Watch: Midyear Report 2025,” *Law360* (August 2025)

“Trump DOT Pick Puts Highway, Road Rebuilds Back In Focus,” *Law360* (November 2024)

“Trump Win Puts Emissions Regs On Chopping Block,” *Law360* (November 2024)

“Hanson Bridgett Leads Legal Support for California’s Transition to Zero-Emission Buses,” *Daily Journal* (September 2024)

“3 Issues Buttigieg’s DOT Will Tackle In The Biden Years,” *Law360* (February 2021)

“Biden Mask Mandate Fills Gap, But Enforcement Still Murky,” *Law360* (February 2021)

“New Year, Renewed Board,” *CA Special District Volume 12, Issue 1* (January–February 2017)

Honors & Awards

MMANC Service Award (2011–2013)

MMANC Booster Award (2010)

Professional Affiliations

American Public Transportation Association, Vice Chair of the Legal Affairs Committee, present

Education

J.D., University of California, Berkeley School of Law (2004)

M.P.P., University of California, Berkeley (2003)

B.A., Pomona College (1997)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California



Nicole Witt

Partner

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Hanson Bridgett LLP
1676 No. California Blvd., Suite 620
Walnut Creek, CA 94596

Firm Leadership

Pro Bono Committee, Member
Municipal and Public Agency Practice
Leader

Areas of Focus

- Government
- Public Transit and Transportation
- Government Ethics
- Infrastructure
- Municipal and Public Agency
- Water Law



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Nicole focuses on government and public agency law. She assists the firm's public agency clients with various legal issues such as public contracts and procurements, legislation, revenue measures, governance laws, and ethics issues, including conflict of interest analyses. She regularly attends client board meetings and advises on the preparation of board agendas, staff reports, resolutions, ordinances, and meeting minutes.

Nicole has particular expertise in public contracting, including assisting transit clients in developing contract templates for federally funded procurements and providing guidance and advice in responding to FTA audits. She also assists clients with complex procurements and infrastructure projects, including complex design-build agreements. Nicole helps clients, both public and private, navigate unique project delivery challenges in the public contracting arena. She drafts and advises clients on contracts in areas including public works, the purchase of goods and services, funding agreements, and real property.

Nicole also provides client trainings on government ethics laws, Brown Act, and Public Records Act compliance.

Publications

"Special Districts and Drones: What Public Officials Need to Know About Unmanned Aerial Vehicles," author, *California Special District Magazine* (March-April 2020)

“Chapter 7: Public Contracting,” reviewer, *Municipal Law Handbook* (2016)

“California Legislature Sends Six Drone Bills to the Governor’s Desk,” co-author, *HB Drone Law Blog* (September 2016)

“The Wild West of Commercial Drones—Why 2015 Could Be a Pivotal Year in California,” co-author, *Public Law Journal* (May 2015)

Blog Posts

“Privacy Rights And Public Perception – What Didn’t Change In COVID,” *Drone Law* (March 2021)

“Remote Identification: The FAA Proposed Rule and Privacy,” *Drone Law* (February 2020)

“Remote Identification: First Step in Expanded Drone Operations?,” *Drone Law* (February 2020)

“Remote Identification: What’s Next for Local Government Owners/Operators of Critical Infrastructure?,” *Drone Law* (February 2020)

“Remote Identification: Why is the FAA’s Rulemaking a Potential Game Changer?,” *Drone Law* (February 2020)

“Mysterious Drones of Drones” *Drone Law* (January 2020)

“New Year: New Rulemaking” *Drone Law* (January 2020)

“Why Didn’t Amazon Deliver My New Shoes Using a Drone?” *Drone Law* (November 2019)

“249 Grams—the Magic Number?,” *Drone Law* (November 2019)

“Update on the (Slowly) Developing Preemption Landscape,” *Drone Law* (September 2019)

“Further Delay of the FAA’s Remote Identification Rulemaking,” *Drone Law* (September 2019)

“Anti-Drone Technologies,” *Drone Law* (September 2019)

“Hoverlaw Returns- Update from Marin County,” *Drone Law* (September 2019)

“Update on California Drone Bills,” co-author, *HB Drone Law Blog* (June 2016)

“Micro-Drone Report Released,” co-author, *HB Drone Law Blog* (April 2016)

“California Legislative Update,” *HB Drone Law Blog* (January 2016)

“Local Drone Regulations and Possible Federal Preemption,” co-author, *HB Drone Law Blog* (December 2015)

“FAA Names Members of UAS Registration Task Force and Seeks Public Input on Proposed UAS Registration Framework,” co-author, *HB Drone Law Blog* (October 2015)

“Legislative Update: California Drone Legislation,” *HB Drone Law Blog* (April 2015)

“FAA Sued Over Failure To Propose Privacy Rules Related To Commercial Drone Use,” *HB Drone Law Blog* (April 2015)

“Legislators Ask, Is California Law Ready For Drones?” *HB Drone Law Blog* (March 2015)

“New FAA Proposed Rule Does Not Slow California Lawmakers’ Efforts To Regulate Drone Use,” *HB Drone Law Blog* (February 2015)

Presentations

“When Is It Time to Move On: A Case Study in Dissolving a Joint Powers Authority,” panelist, CASA Annual Conference (August 2026)

“Where the Rubber Hits the Road: Procurement Strategies and Critical Terms and Conditions in Transit Acquisitions,” panelist, APTA’s Legal Affairs Seminar (March 2025)

“The Do’s and Don’ts of Hydrogen Deployment,” co-presenter, California Transit Association Fall Conference (November 2024)

“Progressive Design-Build and Design-Build on Public Infrastructure Projects: New Legislation and Case Studies,” co-presenter, CASA 2024 Annual Conference (July 2024)

“Trends in FTA Compliance: Vehicle Procurements and Triennial Reviews,” APTA 2024 Legal Affairs Seminar (February 2024)

“Understanding Public Service Ethics Laws and Principles (AB 1234) - CSAC” Institute for Local Government (November 2020)

“Special Districts and Drones: What Public Officials Need to Know about Unmanned Aerial Vehicles,” California Special Districts Association (September 2019)

“Guns on Transit,” APTA 2019 Legal Affairs Seminar (February 2024)

AB 1234 Training, New Mayors and Councilmember Academy (January 2019)

AB 1234 Training, Planning Commissioners Academy (March 2018)

“Cities and Drones: What City Leaders Need to Know about Unmanned Aerial Vehicles,” National League of Cities City Summit (November 2016)

“Federal and State Law: Use and Regulation of Drones by Counties,” Rural Counties Representatives of California Annual Meeting (September 2016)

Professional Affiliations

MMANC Women’s Leadership Summit, 2016 & 2017 Planning Committee Member

Academic Distinctions

CALI Award, Legal Writing and Research, Constitutional Law II

Witkin Award, Constitutional Law II

Moot Court Class, Best Oral Advocate

Tony Patiño Fellow

Education

J.D., *cum laude* UC Law San Francisco (Formerly UC Hastings) (2015)

B.A., *magna cum laude* Loyola University Chicago (2007)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California



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Areas of Focus

- Labor and Employment



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Matthew represents employers in a wide range of labor and employment matters, with particular experience navigating arbitration, litigation, compliance, and workforce training. With a strong foundation in both federal and state employment law, he partners with clients to proactively manage risk and resolve disputes effectively.

Matthew has handled all aspects of management-side labor arbitrations, including discovery, witness preparation, settlement negotiations, opening and closing arguments, direct and cross-examinations, and post-hearing briefs. He has successfully represented clients before federal and state courts, as well as agencies such as the Equal Employment Opportunity Commission (EEOC) and the Illinois Department of Human Rights.

In addition to litigation, Matthew advises clients on workplace policies and compliance, including drafting and updating employee handbooks and policy statements. He regularly conducts training sessions for both employees and management — delivered in English and Spanish — on critical topics such as union avoidance, anti-harassment, and annual legal updates.

Presentations

“Credibility and Mutual Respect: How to Foster a Good, Working Labor Relationship,” presenter, 2026 SCPLRC Conference (February 2026)

Education

J.D., Chicago-Kent College of Law, Illinois Institute of Technology (2018)

B.A., University of Iowa (2010)

Admissions and Courts

California

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Northern District of California

Illinois

U.S. District Court for the Northern District of Illinois



Abigail Mendez

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San Rafael, CA 94901

Areas of Focus

- Labor and Employment
- Workplace Investigations



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Abigail advises public entity clients on a wide range of labor and employment and public entity law matters. She works closely with cities, special districts, and other public agencies to provide practical, day to day guidance on employment policies and procedures, employee discipline, leaves of absence, wage and hour issues, and compliance with applicable state and local requirements.

Abigail also guides public agencies through California Public Records Act requests, Brown Act matters, and related governance and transparency issues. Her practice includes representing clients in administrative proceedings and advising on sensitive workplace matters, including investigations involving allegations of discrimination, harassment, and retaliation.

Academic Distinctions

Albert P. Pettoruto Memorial Award for Excellence in Family or Probate Law
Public Interest Law Journal,
Article Editor, Staff Member

Education

J.D., Boston University School of Law (2019)

B.A., magna cum laude Tufts University (2016)

Admissions and Courts

California



Caitlin Phelps

Associate

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425 Market Street, 26th Floor
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Areas of Focus

- Health Care



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Caitlin focuses her practice on healthcare litigation, representing various healthcare providers against claims alleging negligence and elder abuse. Clients appreciate her knowledge of the laws and regulations governing long-term care facilities, Medicare and Medicaid reimbursement, and the Medical Injury Compensation Reform Act (MICRA).

Professional Affiliations

California Society of Healthcare Attorneys
California Women Lawyers
Bar Association of San Francisco

Academic Distinctions

Dean's List
Women and Law, Benefit Chair

Education

J.D., Santa Clara University School of Law (2023)

B.S., Santa Clara University (2020)

Admissions and Courts

California



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San Francisco, CA 94105

Areas of Focus

- Labor and Employment



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Brenda provides preventive advice and counsel to employers regarding issues like Employee Handbooks, the WARN Act, and immigration compliance in the workplace. She also defends employers in a wide range of employment litigation, including wrongful termination, harassment, discrimination, retaliation, and wage and hour (Class and PAGA) claims, and engages in Union negotiations and Union arbitrations. In addition to her labor and employment work, Brenda volunteers her time doing pro bono, mentoring law students, and promoting diversity, equity, and inclusion.

Publications

“What Employers Need to Know About New AI Hiring Laws,” co-author, Labor and Employment Legal Alert (July 2026)

“Navigating DACA Renewal Delays: Employer Strategies for Work Authorization Lapses,” co-author, Labor and Employment Legal Alert (July 2026)

“California Employers Face New Employee Notice Obligations Under SB 294 (“Workplace Know Your Rights Act”) in 2026,” co-author, Labor and Employment Legal Alert (January 2026)

“Considerations for California Employers in the Wake of SCOTUS’ Immigration Ruling in *Noem v. Vasquez Perdomo*,” co-author, Labor and Employment Legal Alert (September 2025)

“Employer Tips For Responding To ICE In The Workplace,” co-author, Law360 (June 2025)

“Guidance for Employers on Preparing for and Responding to ICE or Other Law Enforcement in the Workplace,” co-author, Labor and Employment Legal Alert (June 2025)

“May We Approach the Bench?,” co-author, *Daily Journal* (August 2023)

Presentations

“Boomers to Zoomers: Managing Generational Diversity,” LeadingAGE BOLD Conference (May 2026)

“Keeping Your Employee Handbooks Up to Date: Changes in the Law Under a New Administration,” CALPERLA Annual Training Conference (November 2025)

“Workplace Response to Immigration Enforcement,” co-speaker, LeadingAge Executive Connect (August 2025)

“Employer Readiness for Responding to Immigration Enforcement in the Workplace,” co-presenter, Rapid Response Webinar (June 2025)

Academic Distinctions

Law Students Association, UC Davis – President (2023-2024)

Law Students Association, UC Davis – VP of Internal Affairs (2022-2023)

Law Students Association, UC Davis – 1L Representative (2021-2022)

Trial Practice Honors Board – DEI Chair (2022-2024); 1L Cota Competition; TYLA National Trial Competition;

McGeorge National Ethics Trial Competition

Research Assistant for Professors Leticia Saucedo and Menesh Patel (2023-2024)

Immigration Law Clinic (2022-2023)

Latinx Law Student Association – Political Action Chair (2022-2023)

Social Justice Law Review – Research Editor (2021-2022)

Immigration and Nationality Law Review – Publication Editor (2023-2024)

Education

J.D., University of California, Davis School of Law (2024)

B.A., Political Science and Chicana/ o-Latina/ o Studies Loyola Marymount University (2019)

Admissions and Courts

California



Matthew Seipel

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500 Capitol Mall, Suite 1500
Sacramento, CA 95814

Areas of Focus

- Labor and Employment
- Appellate
- Employee Benefits Litigation



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Matthew is in the firm's Employer Services Section. He advises and defends employers in labor and employment disputes, and he focuses on representing employers in appeals in California and federal appellate courts. Before joining the firm, he served as a regional attorney for the Public Employment Relations Board, where he wrote appellate briefs defending the Board's decisions in California state appellate courts and investigated unfair practice charges.

Most recently, he served as a judicial law clerk for the Honorable Jean P. Rosenbluth of the United States District Court for the Central District of California.

Publications

"Reimagining Employment Advertising Law for the New Era," 42 BERKELEY J. EMP. & LAB. L. 101 (2021)

"Robo-Bureaucrat and the Administrative Separation of Powers," 42 CARDOZO L. REV. DE NOVO 99 (2020)

"Discord and Distortion: Organizational Psychology and the Public Interest Approach to Government Lawyering," 42 LAW & PSYCHOL. REV. 35 (2018)

Education

J.D., University of California, Los Angeles (2017)

B.A., University of California, Los Angeles (2010)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California



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Areas of Focus

- Government
- Environmental Law
- Contaminated Property
- Public Revenue: Rates, Fees and Charges



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Julian advises public agencies and private entities in municipal law, water, and real estate matters. He works closely with public agency clients on a wide-range of legal issues, including transactional law, compliance counseling, and litigation. Julian's practice areas include:

- Public contracting
- Open government law, including the Public Records Act and the Brown Act
- Contract negotiation, drafting, and review
- Transit operations, funding, and planning
- Fair Political Practices Commission regulations / conflicts of interest
- Real property sales, acquisitions, and leasing
- Proposition 218
- Temporary Restraining Orders
- Litigation matters, such as drafting complaints, answers, demurrers, and motions for his public and private clients

Publications

"A Summary of Progressive Design-Build Authority Under Public Contract Code sections 22185-22185.11 (SB 706)," co-author, Memo (February 2025)

"Local Elected Officials: Levine Act Lookback Policy Does Not Apply to 2022 Donations," co-author,

Government Law Legal Alert (January 2023)

“Pay-to-Play Restrictions Expanded in 2023,” co-author, Government Legal Alert (November 2022)

“AB 2647: Sharing Documents with the Board of Directors,” co-author, Government Law Legal Alert (October 2022)

“Governor Signs AB 2449: The Latest Development to the Brown Act in a Post-Pandemic World,” co-author, *Government Law Alert* (September 2022)

“Brown Act in a Time of Pandemic: the Governor Vetoes AB 339,” co-author, Government Legal Alert (October 2021)

“New Legislation Addresses Brown Act Teleconferencing Requirements,” co-author, Government Legal Alert (September 2021)

“California Legislature Takes Aim at Brown Act Teleconferencing Requirements,” co-author, Government Legal Alert (September 2021)

“Supreme Court Expands Scope of ‘Public Works’ Definition — Contract Employees Performing Operations Work are Covered by Prevailing Wage Laws,” co-author, Government Legal Alert (March 2021)

“A Role for Water Treatment Systems in Fighting the COVID-19 Pandemic,” co-author, Environmental Law Legal Alert (May 2020)

“New Federal Law Requires PFAS Users to Report to EPA,” co-author, Environmental Law + Water Law Legal Alert (March 2020)

Adding to the List: The Latest Development in the Anomalous Seventh Circuit Substantial Compliance Approach, 59 B.C. L. Rev. E. Supp. 409 (2018)

Blog Posts

“Anti-Drone Technology at Professional Sports Stadiums,” *Drone Law* (March 2021)

Presentations

“Knowing the Rules of the Road in Procurement and Contracting,” MMANC Annual Conference (November 2024)

“From Policy to Purchase: Exploring the Public Contracting Process,” MMANC Annual Conference (October 2023)

“Navigating New Laws and Protocols Around Public Meetings: The Brown Act and Other Considerations,” Institute for Local Government, webinar (January 2022)

Press

“New Federal Law Requires PFAS Users to Report to EPA,” *Northeastern University’s Research News* (April 2020)

“Hanson Bridgett Adds Attorneys,” *Los Angeles Business Journal* (February 2020)

“Claire Collins Leads Five-Attorney Team from Lewis Brisbois to Hanson Bridgett,” *Daily Journal* (February 2020)

“On the Move: Tracking the Ins and Outs of California Lawyers,” *The Recorder* (January 2020)

Academic Distinctions

Boston College Law School Law Review, Senior Editor

Education

J.D., Boston College Law School (2019)

B.A., University of California, San Diego (2016)

Admissions and Courts

California



Jake Zarone

Associate

JZarone@hansonbridgett.com
(415) 785-2767

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425 Market Street, 26th Floor
San Francisco, CA 94105

Areas of Focus

- Government
- Public Revenue: Rates, Fees and Charges



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Jacob's practice focuses on public agency law. He works with cities, counties, special districts, and other public agencies on statutory, constitutional, governance, operational, and litigation matters. His advice and counsel practice includes California Voting Rights Act compliance, public procurement, and drafting and reviewing resolutions, staff reports, policies, and other governance documents. Jacob's litigation practice includes a range of matters involving public agencies, with experience in pleadings, discovery, motion practice, injunctive proceedings, and settlement negotiations.

Jacob also maintains an active pro bono practice focused on immigration and federal habeas matters. His work has included proceedings before immigration courts, the Board of Immigration Appeals, federal district courts, and the U.S. Court of Appeals for the Ninth Circuit.

Before attending law school, Jacob spent six years teaching middle and high school social studies.

Publications

"DOJ Mandates Website Standards: Justice Department Sets New Technical Requirements for State and Local Entity Websites and Deadlines for Compliance," co-author, Government Legal Alert (May 2024)

"Experts, case-specific facts, and hearsay," *Daily Journal* (April 2024)

Honors & Awards

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2024-2025)

Academic Distinctions

Equal Justice America, Fellow

Moot Court Best Oral Argument Award for Legal Research and Writing II

Witkin Award, Legal Research and Writing II

Cali Award, Appellate Advocacy

Evans National Moot Court Competition Champion

Hastings Appellate Project

Moot Court Board

Education

J.D., UC Law San Francisco (Formerly UC Hastings) (2023)

B.S., Radford University (2014)

Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

Appendix B: Fee Schedule

Attachment A – Fee Schedule

INSTRUCTIONS TO RESPONDENTS

Please complete this Fee Schedule in full. All hourly rates must be stated in United States dollars. If a particular service category does not apply to your firm or practice, please indicate Not Applicable in the corresponding field. If you are proposing a flat fee or retainer arrangement for any category of service, please describe the terms in the space provided in Part 2 of this Attachment.

This Fee Schedule will be incorporated into any Professional Services Agreement executed with the selected respondent. Rates submitted in response to this RFQ will be considered binding for the initial term of any resulting agreement, subject to any escalation provisions negotiated at the time of contract execution.

Fee structure will be considered as one factor in the overall evaluation process but will not be the sole determinative factor. REDCOM values demonstrated expertise, responsiveness, and quality of service above cost alone.

Part 1 – Hourly Rate Schedule

Respondent Firm or Attorney Name: Hanson Bridgett LLP

Effective Date of Rates: September 1, 2026 – September 1, 2027

Service Category and Personnel Level – Proposed Hourly Rate

General Counsel Services	Lead Attorney	\$525
General Counsel Services	Associate Attorney	\$410
Labor Negotiations	Lead Attorney	\$525
Labor Negotiations	Associate Attorney	\$410
Employment Advice and Day-to-Day Counsel	Lead Attorney	\$525
Employment Advice and Day-to-Day Counsel	Associate Attorney	\$410
Grievance Processing and Arbitration Preparation	Lead Attorney	\$525
Grievance Processing and Arbitration Preparation	Associate Attorney	\$410
PERB Proceedings	Lead Attorney	\$525
PERB Proceedings	Associate Attorney	\$410

Employee Discipline and Skelly Hearing Support	Lead Attorney	\$525
Employee Discipline and Skelly Hearing Support	Associate Attorney	\$410
Litigation	Lead Attorney	\$525
Litigation	Associate Attorney	\$410
Board Meeting Attendance (per meeting, assuming two hours of attendance per meeting)	Lead Attorney	\$1050
Contract Review and Drafting	Lead Attorney	\$525
Contract Review and Drafting	Associate Attorney	\$410
JPA Governance Advice	Lead Attorney	\$525
JPA Governance Advice	Associate Attorney	\$410
New Membership Agreement and Private Provider Agreement Support	Lead Attorney	\$525
New Membership Agreement and Private Provider Agreement Support	Associate Attorney	\$410
Paralegal Support		\$255
Legal Assistant or Administrative Support (if billed)		\$135
Travel Time (if billed, rate and conditions)		\$
Other Personnel or Services Not Listed Above (Senior Associate)		\$475
Other Personnel or Services Not Listed Above (Law Clerk)		\$325

Part 2 – Flat Fee and Retainer Arrangements

If your firm is willing to offer a flat fee or retainer arrangement for any defined category of services or for a defined scope of ongoing representation, please describe the proposed arrangement below. If no flat fee or retainer arrangement is proposed, please indicate Not Applicable.

Proposed Flat Fee or Retainer Description: We serve as General Counsel and Labor Counsel to other clients with similar operating budgets as REDCOM, however in order to provide the most accurate budget forecast, we propose to meet with REDCOM in order to collaborate on what you think is an

appropriate budget. We will monitor to that budget and will strategize with you about how to maintain it.

Scope of Services Covered by Flat Fee or Retainer:

Monthly or Annual Cost Estimate (if applicable): \$

Part 3 – Estimated Annual Cost

To the extent your firm is able to provide an estimate based on the scope of services described in Section 3 of this RFQ, please provide a good-faith estimate of anticipated annual costs below. This estimate is not binding and will be used for evaluation purposes only.

We serve as General Counsel and Labor Counsel to other clients with similar operating budgets as REDCOM, however in order to provide the most accurate budget forecast, we propose to meet with REDCOM in order to collaborate on what you think is an appropriate budget. We will monitor to that budget and will strategize with you about how to maintain it.

Estimated Annual Cost for General Counsel Services: \$

Estimated Annual Cost for Labor and Employment Services: \$

Estimated Annual Cost for Collective Bargaining Negotiations (when applicable): \$

Estimated Annual Cost for All Services Combined: \$

Part 4 – Billing Practices

Please describe your firm's standard billing practices by responding to the following questions.

Invoice Frequency (monthly, quarterly, other):

Monthly.

Minimum Billing Increment (for example, one-tenth of an hour or one-quarter of an hour):

One-tenth of an hour.

Time Entry Detail (describe the level of detail provided in time entries on invoices):

Our invoices include the date, a narrative description for each entry, the timekeeper and the number of hours spent working on each item. We also provide a summary with the attorney name, title, rate, the total number of hours and the dollar value per attorney, adding up to the total fees.

Expense Billing Policy (describe how out-of-pocket expenses such as filing fees, travel, and research costs are billed): See below.

Reimbursable Expenses

Costs and expenses which Hanson Bridgett would seek reimbursement are as follows, and would be passed through without markup:

ITEM	COST
Courier (outside)	Cost – pre-authorized by client
Deposition Transcript	Cost
Expert Witness	Cost
Filing Fees	Cost (to the extent applicable)
Legal Research/Docket Search Fees	Normal hourly rates for attorneys and paralegals plus any Lexis or Westlaw charges incurred
Mileage	IRS rate for mileage outside of the Bay Area when directly related to client business
Outside Counsel	Cost— pre-authorized by client
Outside Document Production	Cost
Postage	Cost for large mailings and Express - no charge for routine mailings
Service of Process	Cost
Travel Expenses	Cost - travel pre-authorized by client

Rate Escalation Policy (describe any provisions for annual rate increases or adjustments):

We propose an annual rate increase of 5%.

Part 5 – Certification

By signing below, the respondent certifies that all rates and information provided in this Fee Schedule are accurate and complete, and that the respondent is authorized to submit this information on behalf of the identified firm or practice.

Authorized Signature:  _____

Printed Name: Jenica Maldonado _____

Title: Partner _____

Firm Name: Hanson Bridgett LLP _____

Date: September 1, 2026 _____

Appendix C:

Optional Work Samples

RESOLUTION NO. 2026-27-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN MARIN
FIRE PROTECTION DISTRICT RATIFYING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE SOUTHERN MARIN FIRE PROTECTION
DISTRICT AND SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS
ASSOCIATION, IAFF LOCAL 1775 AND APPROVING RETROACTIVE PAY**

WHEREAS, Section 3505 of the California Government Code provides for procedures and a reasonable time period for the meet and confer process to take place between the Southern Marin Fire Protection District (“District”) to engage in the meet and confer process in good faith with management representatives and representatives of recognized employee organizations, to discuss wages, hours, and other terms and conditions of employment in accordance with the provisions of the Meyers-Milias-Brown Act and applicable laws; and

WHEREAS, the Southern Marin Professional Firefighters Association, IAFF Local 1775 (“Association”) is the “recognized employee organization,” as defined by California Government Code Section 3501(b) for employees in the Fire Captain, Deputy Fire Marshal, Firefighter/Paramedic, Engineer/Paramedic, Firefighter, Firefighter/Engineer, and Safety Fire Inspector classifications; and

WHEREAS, the District, through its management representatives, has met and conferred in good faith with the Association, and during this period in which the meet and confer process took place, the representatives of each have freely exchanged information, opinions, and proposals on matters regarding wages, hours and other terms and conditions of employment for employees represented by the Association; and

WHEREAS, the District has fully considered the information, opinions and recommendations made by the Association during the meet and confer process on behalf of the employees represented by the Association; and

WHEREAS, the representatives of both the District and the Association have reached agreement on matters within the scope of representation and jointly prepared a written Memorandum of Understanding (“Agreement”) to be presented to the Board of Directors of the Southern Marin Fire Protection District (“Board”) for adoption; and

WHEREAS, the start of the next pay period is February 1, 2026, however, the representatives of both the District and the Association intend to provide increases effective as of the first full pay period in January, with retroactive payment for hours worked from January 4, 2026 through January 31, 2026 to be payable on or before the February 26, 2026 payday; and

WHEREAS, the Association has ratified and signed the Agreement;

WHEREAS, the District’s representatives have recommended that the Board similarly ratify the Agreement by adopting this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board ratifies the recommended Agreement between the District and Association in substantially the same form as the document labeled “Exhibit A” hereto attached.

BE IT FURTHER RESOLVED, that the Board amends the District’s classification plan and salary plan and other terms and conditions of employment for permanent budgeted positions in the Fire Captain, Deputy Fire Marshal, Firefighter/Paramedic, Engineer/Paramedic, Firefighter, Firefighter/Engineer, and Safety Fire Inspector classifications as follows:

- Effective as of January 4, 2026, increase base salary by 6.25%
- Effective the first full pay period of July 2026, increase base salary by 2.75%
- Effective the first full pay period of January 2027, increase base salary by 3.0%
- Effective the first full pay period of July 2027, increase base salary by 2.5%
- Effective the first full pay period of January 2028, increase base salary by 2.5%
- Effective as of January 4, 2026, increase longevity pay after 10 years by adding 0.5%, for a total of 2.5% after 10 years of service
- Effective as of January 4, 2026, increase longevity pay after 15 years by adding 0.5%, for a total of 4.0% after 15 years of service
- Effective as of January 4, 2026, increase longevity pay after 20 years by adding 0.5%, for a total of 5.0% after 20 years of service
- Effective the first full pay period after ratification, eliminate the annual \$400.00 uniform allowance
- Effective the first full pay period after ratification, eliminate the District’s contribution employee 457(b) accounts
- Effective the first full pay period after ratification, lower the number of line personnel off for compensatory time off and vacation to no more than 3 off per day (down from 4)
- Effective as of December 1, 2025, participation in lieu of medical is closed, only employees previously participating may continue if certain terms are met
- Effective the first full pay period after ratification, new terms regarding moving between 40-hour and 56-hour assignments
- Effective as of January 4, 2026, a day assignment differential of 5%

- Effective the first full pay period after ratification, an acting pay differential of up to 10% for Acting Captains and Acting Battalion Chiefs

BE IT FURTHER RESOLVED, that the Board authorizes the Board President to execute the Agreement.

BE IT FURTHER RESOLVED, that the Board authorizes the Fire Chief, Acting Fire Chief, or Fire Chief's designee to implement and administer the Agreement and execute any supplements, modifications or amendments to the Agreement that are operational and not financial in nature, to the extent that the change is not otherwise subject to the District's obligation to meet and confer, which may be necessary from time to time to implement its terms, subject to approval as to form by the General Counsel.

BE IT FURTHER RESOLVED, certain payments listed above will be implemented retroactively to January 4, 2026, prior to the start of the February 1, 2026 pay period, therefore the Board authorizes the District to make certain retroactive payments for hours worked between January 4, 2026 through January 31, 2026. Those certain retroactive payments are payable on or before the February 26, 2026 payday. Further, those certain retroactive payments are subject to applicable withholdings and deductions, including, but not limited to, statutory withholding rates for supplemental payments of 20% federal and 6.6% state.

PASSED AND ADOPTED by the Board of Directors of the Southern Marin Fire Protection District, County of Marin, State of California, on the date of January_, 2026, by the following vote:

AYES: *Directors Waldeck, Hilliard, Pernazzo, Fleming, DeBerry, Raveche*

NOES: *⊖*

ABSTAIN: *⊖*

ABSENT: *Director absent*

Signed: _____

Clifford Waldeck
Clifford Waldeck, Board President, Board of Directors

Attest: _____

Kathryn Kennedy
Kathryn Kennedy, Clerk of the Board



MEMORANDUM OF UNDERSTANDING

Between

**SOUTHERN MARIN FIRE PROTECTION
DISTRICT**

And

**SOUTHERN MARIN PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 1775**

2025 - 2028

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MEMORANDUM OF UNDERSTANDING

Between

SOUTHERN MARIN FIRE PROTECTION DISTRICT

And

SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 1775

This Memorandum of Understanding (hereinafter “Agreement”) has been arrived at as result of meeting and conferring in good faith under the provisions of §§ 3500-3509 of the Government Code of the State of California.

The Southern Marin Professional Firefighters, IAFF Local 1775, is the formally recognized employee organization for the firefighters’ representation unit. The following classifications are represented by this unit:

Fire Captain

Deputy Fire Marshal

Firefighter/Paramedic

Engineer/Paramedic

Firefighter

Firefighter/Engineer

Safety Fire Inspector

Should, at any time, the District find that a financial emergency affects the ability of the District to furnish adequate services, the District will advise all bargaining groups and meet and confer on the ramifications of the financial emergency.

This Agreement will be presented to the Southern Marin Fire Protection District Board for ratification as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2025 and ending June 30, 2028.

1. GENERAL PROVISIONS

1.1 Recognition

1.1.1 Association Recognition

The Southern Marin Professional Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code § 3501(b) for all employees in classifications represented by the Association, said classifications being set forth in Appendix A.

1.1.2 District Recognition

The Fire Chief of the Southern Marin Fire Protection District and/or any other person or organization duly authorized by the Southern Marin Fire Protection District Board of Directors, is a representative of the Southern Marin Fire Protection District, hereinafter referred to as the "District."

1.2 Strikes and Lockouts

During the term of this Agreement 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, sympathy strike or mass sick leave. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.3 Severability

If any article, paragraph or section of this Agreement will be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Agreement will not be affected thereby, and the District and Association (collectively, the "Parties") will, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

1.4 Full Understanding, Modification, Waiver

1.4.1 Joint Representation

The Parties jointly represent to the District Board that the Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein.

1.4.2 Waiver and Modification

Except as specifically otherwise provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other will not be required to meet and confer with respect to any subject or matter covered by this Agreement. This will not preclude the Parties from meeting and conferring at any time during the term of this

Agreement with respect to any subject matter within the scope of representation for a successor agreement between the Parties to be effective on or after the expiration of this Agreement.

2. MMBA

2.1 Advance Notice of Change

Except in cases of emergency, reasonable advance written notice will be given to the Association of any ordinance, rule, policy, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District. The Association will be given the opportunity to meet to the extent required by law with the District prior to adoption. In cases of emergency, when the District determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the District will provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution, or regulation will be provided to the Association when providing notice whenever possible.

2.2 Dues Deduction

The District agrees to deduct and transmit to the Association all membership dues authorized by an employee on a form provided by the Association. The District and the Association agree to a system of authorized dues deductions operated in accordance with applicable law subject to the following: (1) an employee may withdraw from membership in the Association by sending a signed withdrawal letter to the Association at any time; (2) the Association agrees to indemnify, defend, and hold the District and its agents harmless against any claims made of any nature and against any suit instituted against the District arising from this Section 2.2 and the deductions arising there from; and (3) no provisions of this Section 2.2 or any disputes arising there under will be subject to the grievance and arbitration procedure contained in this Agreement. The Association will submit to the District a list of all employees who have signed the Association's dues authorization form. Upon submission to the District of a written request for dues deduction by the Association, the District agrees to deduct Association dues from the paycheck of each Association member listed, on a biweekly basis, and to remit said monies and the names of those employees for whom dues are being deducted to the Association. The Association understands that it is responsible for keeping records and the Association will be responsible for notifying the District should any employee cease becoming a member of the Association or request that Dues not be deducted from their paycheck. Both the District and the Association agree and understand that they are responsible to comply with applicable law concerning dues deduction.

2.3 Release Time

The District will allow a reasonable number of Association representatives who are official representatives of the Association to be given time-off without loss of compensation of other benefits when formally meeting and conferring with representatives of the District on

matters within the scope of representation. Except by mutual agreement, the number of Association representatives excused for such purposes will not exceed three (3) at any time.

2.4 Association Access to Work Locations

Reasonable access to employee work locations will be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with District representatives. Access may be restricted so as not to interfere with the normal operations of the District or with established safety or security requirements.

2.5 Association Space

The Association will be allowed space on District property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

2.6 Business Conduct

Consultations between the District and the Association, for discussion of grievances and for negotiations between the District and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

2.7 Association Meetings

The Association will be able to use District facilities for meetings provided space and time are available. All meetings using District facilities must have prior approval of the Fire Chief or the Chiefs designee.

Employees and companies normally covering the first in-district call for service where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

2.8 Association Orientation of New Employees

Whenever the District hires an employee in any classification covered by this Agreement and represented by the Association, the District will provide said employee with access to a copy of the current Agreement. The District will make reasonable effort to provide the Association with at least ten (10) business day written advanced notice of each new

employee's orientation. Notice will include the time, date, and location of the orientation, including whether it is held in person or online. Representatives of the Association are permitted to meet with new employees represented by the Association for up to thirty (30) minutes during a predesignated portion of the orientation. The District will make reasonable efforts to request that new employees represented by the Association attend the Association's portion of orientation. The Association will provide the District with any materials it would like the District to distribute at orientation. Requests by the Association for additional time or for access to the new employee on a different day or time, for an operational orientation of up to four (4) hours, will not be unreasonably denied.

Once every 120 days, upon written request to the Manager of Human Resources, the District will make reasonable efforts to provide the Association within 30 days the name, job title, work, home and personal cellular telephone numbers, personal email address, and home addresses of all employees in the bargaining unit.

2.9 Management Rights

The District reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Agreement or by law to manage the District, as such rights existed prior to the execution of this Agreement. The District and Association agree and understand that if, in the exercise of any of the rights set forth below, the effect of said exercise of rights by the District impacts an area within the scope of representation as set forth in the Meyers Milius Brown Act ("MMBA"), case law interpreting said act, and/or Federal law, the District will have the duty to meet and confer with the Association regarding the impact of its decision and exercise of rights. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, will include, but not be limited to, the following rights:

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.

3. COMPENSATION

3.1 Salaries

The Salary Plan will outline the salary structure for the classifications represented by the Southern Marin Professional Firefighters, Local 1775. Increases take effect the first full pay period following the date noted in Appendix A. The District will no longer calculate the payroll period including July 1 with two different salaries within the same pay period. The salaries will be paid biweekly. The monthly salaries for the various classifications in the representation unit are payable to Shift and Day employees covered by this agreement are set forth in the salary schedule in Appendix A. For clarity, as used in this Agreement the term “Day” means a regular work schedule of 40 hours a week and the term “Shift” means a regular work schedule of 56 hours a week.

Benchmark Captain 2.0 is identified as the job class for compensation survey purposes. Appendix A reflects the “Benchmark position of top step Captain,” with the remaining ranks following by a 10% difference. Calculated as:

1. Battalion Chief² = Captain 2 (benchmark) x 1.2.
2. Captain 2 (benchmark) = Step 2 Captain per Appendix A for the applicable year.
3. Firefighter/Paramedic Engineer 6 = Step 2 Captain divided by 1.1.
4. Firefighter/Engineer 6 = Firefighter/Paramedic/Engineer 6 divided by 1.1.

Top-step Captain 2.0 is identified as the benchmark job class for compensation survey purposes. There will be a 5% separation in steps within any given rank. Calculated as:

1. Top step in rank / 1.05 = Step below.
2. Step below/ 1.05 = Next step below.

3.1.1 *Rate of Pay*

A. The “regular rate of pay” is used to calculate an employee’s overtime rate of pay.

1. Regular rate of pay is calculated as follows:

- a. An employee’s total compensation over a work period,
- b. Minus compensation which may be excluded pursuant to applicable law, and
- c. Divided by the number of hours worked in the work period (hours worked and the work period are defined in Section 3.6).

2. Subject to the requirements of federal law, the District includes the following pay in regular rate calculations:

- a. Base pay as reflected in the pay schedule (Appendix A),
 - i. Longevity pay is included in base pay, as provided in Section 3.9,
- b. Education pay as defined in Section 3.5,
- c. Acting pay as defined in Section 3.10,
- d. Additional pay for holidays (Shift employees only) as defined in Section 3.11,
- e. Additional pay for Day assignments as defined in Section 3.14, and
- f. In Lieu of Medical pay as defined in Section 4.1.

B. “Overtime rate” is calculated as 1.5 times an employee’s regular rate of pay.

3.2 **Salary and Wage Plan for Firefighters and Firefighter-Paramedics**

Employees advance up the firefighter or firefighter-paramedic salary step schedule based on merit and time in continuous service. Continuous service includes only actual time in active service to the District. Any period of inactivity of six shifts or longer without active service to the District, for example a medical leave exceeding six shifts, is excluded. The probationary period will be automatically extended during such period of inactivity.

Step 1: The first step of each range is the minimum rate and is normally the hiring rate for the class.

Step 2: Employees will be granted this adjustment after the completion of three (3) months of satisfactory continuous service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.

Step 3: The third step rate applies to a fully qualified and sufficiently experienced employee. Employees who have performed at satisfactory levels in a given classification for a period of nine months (9) of continuous service in Step 2 will be granted this step.

Step 4: This step will be granted after the employee has performed at satisfactory levels or better for twelve (12) months of continuous service at the third step.

Step 5: This step will be granted after the employee has performed at satisfactory levels or better for twelve (12) months of continuous service at the fourth step.

Step 6: Engineer: This step will be granted after the employee has performed at satisfactory levels or better for twelve (12) months of continuous service at the fifth step and, six months after implementation of a task book by the District, successful completion of the task book to the District's satisfaction.

Advancement from one step to the other will be only at the recommendation of the Fire Chief or the Fire Chief's designee.

3.2.1 *Continuing Paramedic Education*

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 ½) times their hourly rate and will also be reimbursed for tuition and books required.

3.3 Salary and Wage Plan for Captain

Employees advance up the captain salary step schedule based on merit and time in continuous in service. Continuous service includes only actual time in active service to the District. Any period of inactivity of six shifts or longer without active service to the District, for example a medical leave exceeding six shifts, is excluded. The probationary period will be automatically extended during such period of inactivity.

Step 1: The first step of each range is the minimum rate and is normally the hiring rate for the class.

Step 2: The second step rate applies to a fully qualified and sufficiently experienced employee. Employees who have performed at satisfactory levels in a given classification for a period of twelve (12) months of continuous service in Step 1 will be granted this step.

Advancement from one step to the other will be only at the recommendation of the Fire Chief or the Fire Chief's designee.

3.3.1 *Continuing Paramedic Education*

Captains who maintain paramedic certification 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 ½) times their hourly rate and will also be reimbursed for tuition and books required.

3.4 Salary and Wage Plan for Fire Prevention

Deputy Fire Marshal

The Deputy Fire Marshal salary step schedule is based on merit and time in continuous service. Continuous service includes only actual time in active service to the District. Any period of inactivity of 15 calendar days or longer without active service to the District, for example a medical leave exceeding 15 calendar days, is excluded. The probationary period will be automatically extended during such period of inactivity.

Step 1: The first step of each range is the minimum rate and is normally the hiring rate for the class.

Step 2: The second step applies to a fully qualified and sufficiently experienced employee. Employees who have performed at satisfactory levels in a given classification for a period of twelve (12) months of continuous service in Step 1 will be granted this step.

Advancement from one step to the other will be only at the recommendation of the Fire Chief or the Fire Chief's designee.

If the Deputy Fire Marshal had been appointed to that classification from another classification represented in this MOU, the Deputy Fire Marshal may return to that previously held classification if the following criteria are met: 1) with approval of the Fire Chief, 2) there exists an opening in that previous classification, and 3) the Deputy Fire Marshal meets the job requirements of that previous classification. A return to the previous classification will return the employee to the salary step from which they left at the time of their appointment to Deputy Fire Marshal. A Deputy Fire Marshal may not "bump" into a classification that the employee has not previously held at the District.

Safety Fire Inspector

The Safety Fire Inspector salary step schedule is based on merit and continuous time in service. Continuous service includes only actual time in active service to the District. Any period of inactivity of 15 calendar days or longer without active service to the District, for example a medical leave exceeding 15 calendar days, is excluded. The probationary period will be automatically extended during such period of inactivity.

Step 1: The first step of each range is the minimum rate and is normally the hiring rate for the class.

Step 2: The second step rate applies to a fully qualified and sufficiently experienced employee. Employees who performed at satisfactory levels in a given classification for a period of twelve (12) months of continuous service in Step 1 will be granted this step.

Step 3: The third step rate will be granted to an employee who has performed at satisfactory levels in a given classification for a period of twelve (12) months of continuous service in Step 2 will be granted this step.

Advancement from one step to the other will be only at the recommendation of the Fire Chief or the Fire Chief's designee. If the Safety Fire Inspector had been appointed to that classification from another classification represented in this MOU, the Safety Fire Inspector may return to that previously held classification if the following criteria are met: 1) with approval of the Fire Chief, 2) there exists an opening in that previous classification, and 3) the Safety Fire Inspector meets the job requirements of that previous classification. A return to the previous classification will return the employee to the salary step from which they left at the time of their appointment to Safety Fire Inspector. A Safety Fire Inspector may not "bump" into a classification that the employee has not previously held at the District.

3.5 Educational Incentive

Certain educational incentives are included in base pay as reflected in the pay schedule (Appendix A). Specifically, the Fire Officer I Certification is a minimum requirement for entry into the rank of Captain. Accordingly, the educational incentive for holding the Fire Officer I Certification is included in base pay starting with step 1. An employee may earn educational incentive pay for the following forms of education if they exceed the requirements of the employee's job description. Payment for earning an education incentive from the list below takes effect the first full pay period after the employee successfully submits certification to Human Resources of satisfying the applicable eligibility criteria.

- A. A 2.5% of the monthly base salary per month pay incentive for current employees with 30 units of Fire Science or a Department of Defense DD-214 form indicating an Honorable Discharge, or with proof of active military reservist status.
- B. A 5% of the monthly base salary per month pay incentive for employees holding either an associate degree from an accredited college or university (not in addition to the above 2.5% for 30 units of fire science, or the Department of Defense Honorable Discharge, or the proof of active military reservist status).
- C. A 2.5% of the monthly base salary per month pay incentive for employees either holding a Fire Officer I Certificate from the State Board or who have successfully completed all of the classes required to be issued the Certificate. This is a requirement for the rank of Captain. As such, in 2014 the Association agreed to add it to base pay as reflected in the pay schedule (Appendix A).

- D. A 1% of the monthly base salary per month pay incentive for employees holding a Chief Officer Certificate from the State Board or who have successfully completed all of the classes required to be issued the Certificate.
- E. A 2% of the monthly base salary per month pay incentive for employees holding a bachelor's degree in any discipline.

3.6 Work Schedules

The District will pay employees for all hours worked. "Hours worked" for purposes of assessing employee eligibility to receive overtime pay will include vacation leave, compensatory time off, and sick leave. To the extent prescribed by law, when a shift trade occurs the traded shift is included in "hours worked" for the scheduled employee and excluded from "hours worked" for the substitute employee.

(A) Standard Work Schedules

1. The District assigns all Day employees who work a schedule of 40 hours a week, including the Fuels Captain, Fuels Firefighter, Logistics Captain, Deputy Fire Marshal and Safety Fire Inspector, a standard 5-day/40-hour or 4-day/40-hour work schedule.
2. For those employees assigned to a 5-day/40-hour or 4-day/40-hour schedule, the District uses a 7-calendar-day work period, which begins at 12:00 a.m. on a Sunday and ends at 11:59 p.m. on the following Saturday. As a default, employees are assigned to work 40 hours in each 7-day work period under a 5-day/40-hour or 4-day/40-hour schedule.
3. For those Day employees assigned to work a 5/40 or 4/10 schedule, if an employee works more than 40 hours in a 7-day work period, then the District will pay the employee for this time at the legally required overtime rate of pay.

(B) Alternative Work Schedules

1. The District assigns all Shift employees who work a schedule of 56 hours a week a Fair Labor Standards Act ("FLSA") § 7(k) alternative work schedule.
2. For those employees assigned to an alternative work schedule, the District uses a 24-day work period, which begins at 8:00 a.m. on Day 1 and ends at 7:59 a.m. on Day 24. As a default, employees are assigned to work 192 hours in each 24-day work period.
3. An employee's 24-day work period under an alternative work schedule will not correspond with the District's pay periods. The District will calculate overtime based on an employee's 24-day work period.
4. Employees are assigned to work 192 hours in each 24-day work period. Under FLSA, an overtime premium is due when hours worked exceed 182 hours in

each 24-day work period. To account for the overtime premium due under FLSA for the 10 hours worked in excess of 182 in each 24-day work period, the District will pay Shift employees a 2.7% premium at each employee's regular rate each pay period. Employees on workers' compensation leave are not eligible for the 2.7% premium. Day employees are not eligible for the 2.7% premium. The Association expressly agrees and covenants as a material term of this Agreement that the 2.7% premium constitutes full compliance with the District's obligations under FLSA.

5. Hours in addition to 192 in a 24-day work period will be paid according to Section 3.1.1.

3.7 Overtime

The District compensates employees for all overtime hours worked using an employee's overtime rate, pursuant to the provisions below and the requirements of law.

(A) Compensatory Time Off:

1. If an employee works overtime hours, then the employee may choose to receive compensatory time off in lieu of overtime compensation. If an employee so chooses, the employee will receive one-and-one-half hours of compensatory time off for each hour of overtime worked as required by law.
2. To receive compensatory time off, an employee must submit the request through the District's electronic timekeeping system in advance of working the hours.
3. Compensatory time off may be accrued to a maximum of 192 hours.
4. An employee may use accrued compensatory time off to cover time off. If an employee used accrued compensatory time off to cover time off, then the employee will be paid for this time at the legally required regular rate of pay.
5. The District will cash out all accrued compensatory time off during the final payroll period each December before the end of calendar year, the employee will be paid for this time at the legally required regular rate of pay.
6. Upon separation from employment, accrued compensatory time off will be paid to the employee at the legally required regular rate of pay.

- (B) An employee who works in addition to their regular work schedule will be compensated for this time at the rate of pay applicable to the step of the pay scale in Appendix A for such an assignment unless the employee is assigned the duties of a higher classification by the Fire Chief or the Fire Chief's designee. When an employee is assigned the duties of a higher classification by the Fire Chief or the Fire Chief's designee, Section 3.10 (acting pay) applies.

- (C) Employees who are called back for an emergency situation and do so report will be assigned a minimum of two hours of work; if at least two hours of work is not assigned to the employee, then the employee will be paid for two hours of work.
- (D) The District will allow use of paid leave (e.g., compensatory time off and vacation) for a total of up to three line personnel off per shift.

3.8 Deferred Compensation

Employees may voluntarily contribute to a deferred compensation plan sponsored by the District.

3.9 Longevity Pay

Longevity pay is based on the following schedule of consecutive years served from date of hire. Longevity pay is incorporated into base pay as reflected in the pay schedule in Appendix A. Longevity steps are not stackable and do not compound. Effective the first full pay period after ratification of the Agreement by both Parties, the maximum longevity pay an employee may earn is 5.0%:

- 2.5% after 10 years of service;
- Plus 1.5% after 15 years of service *for a total of 4.0%*; and
- Plus 1.0% after 20 years of service *for a total of 5.0%*.

Calculation for years of service will be based on years served with:

1. Southern Marin Fire Protection District
2. Alto Richardson Bay Fire Protection District
3. Tamalpais Fire Protection District
4. City of Sausalito for employees transferred as a result of the annexation of June 2012
5. City of Sausalito for employees transferred to the District as a result of the Agreement between the City of Sausalito and the District effective on or about April 25, 2006
6. City of Mill Valley Employees transferred to the District on July 1, 1994
7. City of Mill Valley Employees transferred to the District on July 1, 2023

3.10 Acting Pay for Working Out of Classification

An employee who is assigned by the Fire Chief or the Fire Chief's designee to perform the duties of a higher classification will receive an additional percentage of base pay as an acting pay differential for the hours the employee was directed to work in the specified higher

classification, acting pay for such hours is included in rate of pay as provided in Section 3.1.1. The Acting Battalion Chief differential is up to 10% but will not exceed the base pay of a Battalion Chief Step 1. The Acting Captain differential is up to 10% but will not exceed the base pay of a Captain Step 1. The maximum Section 3.5 educational incentive for an Acting Battalion Chief will not exceed the maximum Section 3.5 educational incentive for Battalion Chief Step 1 and the maximum Section 3.5 educational incentive for an Acting Captain will not exceed the maximum Section 3.5 educational incentive for Captain Step 1.

3.11 Holiday Pay

The District recognizes the following 14 holidays:

- The first day of January (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The twelfth day of February (Lincoln's Birthday)
- The third Monday in February (Washington's Birthday)
- The last Monday in May (Memorial Day)
- The nineteenth day of June (Juneteenth)
- The fourth day in July (Independence Day)
- The first Monday in September (Labor Day)
- The ninth day of September (Admission Day)
- The second Monday in October (Columbus Day)
- The eleventh day of November (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The fourth Friday in November (Day after Thanksgiving Day)
- The twenty-fifth day of December (Christmas Day)

Shift Employees: The District will pay for the fourteen (14) recognized holidays whether scheduled on or off duty, by the following formula: Twelve (12) hours per holiday (one-half shift) at the employee's base hourly rate of pay. Southern Marin Fire will pay for the seven (7) holidays that occur between July 1 and November 30 (Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Day after Thanksgiving Day) with the first paycheck following the Day after Thanksgiving Day holiday. Southern Marin Fire will pay for the seven (7) holidays that occur between December 1 and June 30 (Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Juneteenth) with the first paycheck following Juneteenth.

Day Employees: The District will pay eight (8) hours per holiday for each of the fourteen (14) recognized holidays. When a *holiday falls on a scheduled day on*, the employee will receive eight (8) hours holiday pay for the day. An employee may elect to work additional hours when a

holiday falls on a scheduled *day on* and will be paid eight (8) hours of holiday pay for the day in addition to pay for any additional hours worked. The District will not provide “flex time” to an employee who works additional hours on a holiday that falls on a scheduled day on. When a *holiday falls on a scheduled day off*, eight (8) hours of vacation will be added to the employee’s accumulated vacation balance. In the event a Deputy Fire Marshal and/or Safety Fire Inspector are called back to work on a scheduled day off, due to a recognized holiday, they will be paid overtime at 1.5 regular rate of pay for those hours worked.

3.12 Uniform Maintenance Program

The District provides or replaces standard, approved firefighting uniforms as needed (i.e., nomex uniform shirt, nomex pants, belt, and boots).

3.13 Moving Between Day and Shift Assignments

A. Pay and Overtime Calculation

The District employs Day employees with regular work schedules of 2,080 hours a year and Shift employees with regular works schedules of 2,912 hours a year.

When an employee works Day and Shift assignments in the same work period, base pay for hours worked in each respective assignment is paid at the applicable step of the pay scale in Appendix A for an employee in such an assignment. Any overtime worked is paid in cash (not compensatory time off). The overtime premium (i.e., the amount paid in addition to the regular hourly rate) is calculated using a weighted average of all hours worked in both Day and Shift assignments during the work period as required under U.S. Department of Labor Fact Sheet #23: Overtime Pay Requirements of the FLSA, and 29 CFR §§ 778.415 through 778.421.

For example, when a Day employee works a Shift assignment, pay for hours worked in the Shift assignment is calculated by using the applicable step of the pay scale in Appendix A for a Shift employee in such an assignment. If the employee’s Day rate of pay is \$140.00 an hour and Shift rate of pay is \$100.00 an hour and the employee works 40 hours in a Day assignment and 24 additional hours in a Shift assignment, the overtime premium for each of those additional Shift hours is calculated as follows:

$$40 \text{ Day hours} \times \$140.00 \text{ an hour} = \$5,600.00$$

$$24 \text{ Shift hours} \times \$100.00 \text{ an hour} = \$2,400.00$$

$$\$5,600.00 + \$2,400.00 = \$8,000.00$$

$$40 \text{ Day hours} + 24 \text{ Shift hours} = 64 \text{ total hours}$$

$$\$8,000.00 / 64 \text{ total hours} = \text{an average of } \$125.00 \text{ an hour}$$

$$\$125.00 \text{ an hour} \times 50\% = \text{an overtime premium of } \$62.50$$

In the example, the Day employee makes \$162.50 an hour (\$100.00 + \$62.50) for working 24 additional hours in a Shift assignment. This same principle applies when a Shift employee works a Day assignment during the work period.

B. Additional Hours

A Day employee's eligibility for additional hours in a Shift assignment is determined after converting hours worked in the employee's Day assignment as though they were worked in a Shift assignment, i.e., every one hour worked in the employee's Day assignment in the applicable 24-day work period is multiplied by 1.4. This same principle applies to a Shift employee's eligibility for additional hours in a Day assignment, i.e., every one hour in the employee's Shift assignment in the applicable 7-day work period is multiplied by 0.7143.

C. Paid Leave Conversion

When an employee moves from Day to Shift, or vice versa, all paid leave balances are adjusted (up or down) to reflect the accrual for the new position:

- When an employee moves from Day to Shift, all paid leave hours are increased by multiplying the paid leave balance by 1.4; and
- When an employee moves from Shift to Day, paid leave hours are reduced by multiplying the paid leave balance by 0.7143.

"Paid leave" for purposes of this provision includes all paid leave, e.g., vacation, sick, and compensatory time off. After ratification of this agreement, the District will retroactively apply Paid Leave Conversion to employees with paid leave hours accrued in both Day and Shift assignments and adjust such hours (up or down) to reflect the accrual for their current position.

3.14 Day Assignments

The District has sole discretion over hiring, appointment, the elimination of existing positions, and the creation of additional positions, including Day positions, e.g., Logistics, Operations, Fuels Crew, Deputy Fire Marshal. The District will confer with the Association over the effects, if there are any, of the District's decision to create additional positions. Suppression personnel may be assigned to a 40-hour work schedule for assignments such as training, emergency medical services, or any other Department function. Ideally, these positions will be filled by volunteers with the mutual agreement of the Fire Chief and the employee. If no one qualified volunteers, the position may be filled by reverse seniority by an employee the District in its sole discretion deems qualified.

Employees may be assigned to work a 5/8 or 4/10 weekly schedule.

Effective the first full pay period after ratification of the Agreement by both Parties, suppression employees in a Day position will receive a 5% differential in addition to their base salary. For Day employees, all other terms and conditions of employment, including vacation and sick leave accrual, etc., are as provided in this Agreement (e.g., for 40-hour per week Day positions vacation accrual is as provided in Section 5.2.2 and sick leave accrual is as provided in Section

5.1). The terms of this Section 3.14 supersede and replace any conflicting terms in any side letter agreement entered into prior to the start of the term of this Agreement (e.g., 40-hour Operations Position Side Letter signed December 17, 2024).

4. BENEFITS

4.1 Medical Insurance

A. Medical Insurance Premiums

Medical insurance will be carried through the Kaiser Foundation Health Plan, Inc. for all employees covered by this MOU and their dependents. Said coverage will be paid by the District and employee as described below:

Effective July 1, 2018, the District will pay up to the premium for the Kaiser Low plan for each employee minus a fixed employee contribution of based on each employee's eligibility level as follows:

Employee Only:	\$36.00 per pay period
Employee Plus One:	\$72.00 per pay period
Family:	\$90 .00 per pay period

B. Medical Insurance Plans

The District recognizes as additional health care plan options. The cost of these options over and above the cost of the equivalent Kaiser Plan is to be borne by the employee based on eligibility level.

C. In Lieu of Medical

Effective as of December 1, 2025, entry into the In Lieu of Medical benefit is closed. The In Lieu of Medical benefit is frozen for the 16 employees at the monthly amount listed in Appendix B. The 16 employees may continue to participate in the In Lieu of Medical benefit, but only if the employee continuously meets all three of the eligibility requirements listed below. If for any reason one of the 16 employees stops participating in the In Lieu of Medical benefit or stops participating at the same level they participated at as of December 1, 2025, that employee forfeits participation in the In Lieu of Medical benefit going forward.

- (1) Certify 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 In Lieu of Medical opt-out payments if the District learns that the employee and/or members of the employee's tax family do not have the alternative Minimal Essential Coverage.

4.2 Dental Insurance

Dental Insurance will be provided by Delta Dental. This plan covers all employees represented by this MOU and their dependents. Premium costs for dental insurance will be paid by the District.

4.3 Life Insurance and Accidental Death Insurance

Employees will receive life insurance and accidental death insurance paid by the District. Each insurance policy will be \$50,000 per employee. To be eligible for the policies, employees must enroll at the time of hire. An employee may elect to enroll in additional life insurance coverage exceeding \$50,000 provided the employee pays the additional cost of the premium. If the employee elects life insurance coverage of \$200,000 or more, the employee must provide evidence of insurability within the 30 days of hire to be eligible for the additional benefit.

4.4 Long Term Care

The District will provide a California Association of Professional Firefighters long-term care plan for each employee.

4.5 Long Term Disability

The District will provide a California Association of Professional Firefighters long-term disability plan for each employee.

4.6 Vision Care

The District will provide employees with a vision care plan that provides for a comprehensive eye examination as well as prescription glasses/contact lenses as provided in the Vision Care Policy.

5. LEAVES

5.1 Sick Leave

Sick leave is earned at the rate of twelve (12) hours per month for individuals working a 56-hour work week.

Sick leave is earned at the rate of eight (8) hours per month for individuals working a 40-hour work week.

Sick leave may be granted by the District to an employee for the following purposes: (i) diagnosis, care, or treatment of an existing health condition of (or preventative care for) an employee or an employee's family member (as detailed immediately below), or (2) an employee who is a victim of domestic violence, sexual assault, or stalking, for purposes specified in California law. Family member will only include a child (i.e., biological child, adopted child, foster child, stepchild, legal ward) of an employee or an employee's spouse or domestic partner.

In accordance with California law, the District will allow an employee to use up to one half (½) of their yearly accrual of sick leave for either (1) the diagnosis, care, or treatment of an existing health condition of (or preventative care for) a family member in any calendar year, or (2) to assist a family member who is a victim of domestic violence, sexual assault, or stalking, for purposes specified in California law.

Sick leave may be granted by the District to an employee due to the injury or illness of the employee's immediate family which requires the employee's attendance. Sick leave may also be taken in order to take care of a spouse or domestic partner who has given birth.

Additionally, sick leave may be utilized for the following:

1. Physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control;
2. Hospitalization of a member of the immediate family or a member of the immediate household for whom the employee may claim a Federal tax exemption;
3. Care of a member of the immediate family who is seriously ill, incapacitated or injured, though not hospitalized, and who has been approved in advance by the Fire Chief or designee.

The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

An employee who absents themselves from duty on sick or special leave will notify the Fire Chief or such other person as department rules may provide, early on the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leaves without pay for the period of absence, if permitted by law.

Each such absence will be reported by the department to the Duty Chief, where proper records will be maintained of all absences.

Holidays and regular days off occurring when an employee is on sick or special leave will not be charged against such employee's sick leave credits.

Sick leave will automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.

5.1.1 Sick Leave Payout at Retirement

If an employee retires after ten or more years of service with the District, the District will convert sick leave using the employee's base hourly rate and contribute the amount to the employee's deferred compensation account up to the Internal Revenue Code ("IRS") annual limit. If the value of converted sick leave exceeds the IRS annual limit, the balance will be paid in cash. The sick leave payout benefit will also be provided in the event an employee dies.

5.1.2 Mandatory Sick Leave Conversion

The first full period in January the District will convert sick leave accrued in excess of 1,440 hours for a Shift (56-hour) employee and 960 hours for a Day (40-hour) using the employee's base hourly rate and contribute the amount to the employee's deferred compensation account up to the IRS annual limit.

5.2 Vacation

5.2.1 Vacation Selection

The District will allow use of paid leave (e.g., vacation and compensatory time off) for a total of up to three line personnel off per shift. Vacation selection will be handled by the association.

5.2.2 Vacation Accrual

Employees may accrue up to two years of earned vacation credit. The vacation accrual schedule will be:

0-5 years	8 shifts	192 hours
6-10 years	11 shifts	264 hours
11-15 years	12 shifts	288 hours
16-20 years	13 shifts	312 hours
21 years +	14 shifts	336 hours

Vacation accrual schedule for Deputy Fire Marshal and the Safety Fire Inspector is as follows (based on 40-hour week schedule):

0-5 years	88 hours
6-15 years	128 hours
16-20 years	208 hours
21 years +	248 hours

Eligible vacation time will be scheduled by mutual agreement between the District and the employee.

5.2.3 Vacation Cash-Out

Each January first (1st), the District will cash-out employee vacation accruals which exceed the two-year accrual cap. Each employee's accrual cap is based on the employee's years of service. The District will distribute the cash-out in the employee's second payroll check of January unless the employee elects to convert the cash-out amount to a deferred compensation contribution. The employee's deferred compensation contribution will appear in the employee's second payroll check of January.

5.2.4 Vacation Converted to Deferred Compensation

An employee may elect to convert the monetary value of a portion or all of their unused vacation hours to their Deferred Compensation plan account. The employee must notify the Fire Chief of his or her intent to exercise this option. The notification must incorporate the amount of vacation hours to be converted and the month to be distributed to the employee's deferred compensation account.

5.2.5 Accrued Vacation Hours

Upon separation, resignation, termination, or retirement all unused vacation hours will be elicited as a cash out and/or deposited in the employee's deferred compensation plan, at the employee's base hourly rate of pay. Accrued vacation cash out is not to be considered pensionable. At the end of employment, prorated amounts of vacation will be credited to the employee's account. Unused vacation time at termination will be compensated by payment at the employee's base hourly rate of pay.

5.2.6 Probationary Firefighters Vacation Accrual

Probationary employees will begin to accrue vacation hours, according to Section 5.2.2. upon the start of full-time employment. Prior to the completion of the 18-month probationary period, the employee may take vacation at the 12-month mark.

5.3 Funeral Leave

All employees will receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after interment, except however, that such time off without loss of pay is limited to 4 shifts for Shift employees and 40 hours for Day employees. Both Shift and Day employees may take additional unpaid days off up to a total of 5 days off (paid and unpaid).

1. Immediate family is defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister, or brother).

2. A Shift employee will be granted four (4) shifts and a Day employee will be granted 40 hours without loss of pay to attend the funeral of grandparents or grandchildren, brother-in-law, or sister-in-law if scheduled to work on that shift, and time is charged to sick leave or vacation at the employee's discretion. Both Shift and Day employees may take additional unpaid days off up to a total of 5 days off (paid and unpaid).
3. Employees will be permitted to exchange hours for additional funeral attendance, or preparation not covered in this Section 5.3.

5.4 Jury Duty Leave

Any regular employee called for jury duty will notify the District upon receipt of such notification. Employee will be on paid jury duty status during jury selection requiring the employee's physical presence at court and for attendance at trial as a juror. When the employee is released from jury service each day during jury selection and/or trial, the employee must either promptly report to work or use vacation and/or CTO for the balance of the employee's shift. An employee must immediately return to regular duty as soon as the employee's jury service ends. Employee returning to duty must notify the Duty Chief immediately upon return.

5.5 Catastrophic Leave

Employees may donate sick, vacation and comp time to another employee who has exhausted his/her sick, vacation and comp time leave due to a catastrophic off-duty event. Once an employee has donated time, it belongs to the recipient and cannot be returned to the donor. Recipients may use donated time pursuant to the leave policy governing the type of leave that was donated to them. Catastrophic leave will not be available for employees who are on Workers Compensation and have exhausted their (4850) benefits.

5.6 Family Leave

The District will provide family leave as provided by law.

5.7 Military Leave

Military leave as defined in State law will be granted to any regular employee. All employees entitled to Military leave will give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave will be taken.

5.8 Workers' Compensation Leave

Safety employees will be governed by the provision of § 4850, et seq. of the Labor Code.

5.9 Court Leave

Employees subpoenaed to appear in court for cases within the scope of their employment or a public emergency response while off-duty will be on-duty during the time employees are subject to the subpoena until released by the Court. Employees required to appear in Court

other than during their regular tour of duty will receive a minimum of three (3) hours pay at the overtime rate and will appear in Class A uniform. The Fire District, when informed, will provide appearance information for the employees. This information will be made available, if known, by 6:00 pm on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 pm.

5.10 Occupational Exam Leave

Any employee relieved of duty based upon findings in the annual Occupational Medicine physical evaluation will be covered by the District for absences up to ninety (90) calendar days from doctor removal from duty without any use of the employee's sick leave or vacation leave. The employee will be compensated at the same normal pay rate (regular rate of pay). Transition from Administrative Paid leave will occur when one of two things occur.

1. Employee is cleared by a department doctor for full unrestricted duty and returns to his / her previous position.
2. Workers compensation carrier will accept the case as work related and the employee is moved to 4850 or light duty.

6. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Hours of Work

The weekly duty schedule is a 2 x 4 schedule (48 hours on/96 hours off), with a three (3) platoon system. The training Battalion Chief, Logistics Captain, Deputy Fire Marshal and Safety Fire Inspector duty schedule is a 40-hour work week (i.e., ten hours per shift, four days per week or eight hours per shift, five days per week, or as directed by the Fire Chief). Each week will be considered a 40-hour work week for the purposes of calculating overtime and compensatory time off.

6.2 Layoff and Rehire

An employee's departmental seniority date will be established upon hire date. When there is more than one employee hired on the same day seniority will be based upon rank during hiring process (i.e., #1 candidate, #2 candidate, etc.). Where employees are hired or promoted on the same date, the order of seniority, either departmental or classification, will be based on the respective position each such employee was assigned on the eligibility list will be accorded the most seniority.

When a position within the Fire Captain classification is eliminated, the employee with the least seniority within that classification may displace the senior employee in the Firefighter classification provided that employee has less departmental seniority than the employee who is being removed as a Fire Captain. The employee in the Firefighter classification with the least departmental seniority will be the first laid off, and the last such employee laid off will be the first rehired.

The name of each employee who is laid off in accordance with this Section 6.2 will be placed at the head of the eligible list for the class of position for which he or she previously held, i.e., Captain, Firefighter, Firefighter/Paramedic. In regard to any person who was laid off from the position of Captain, and remains as an employee of the Fire District, that person will be given preference in filling vacancies within the class of Captain on the basis of last laid off, first re-hired. The preference/right will end after twenty-four (24) months of the layoff. For the following thirty-six (36) months, a laid off captain who successfully passes the captain's exam will be promoted to any vacant captain's position.

With regard to the filling of vacancies in the Firefighter classification, the last employee laid off will be the first employee rehired; however, for the purpose of re-hires within the classification of Firefighter, this re-employment preference/right will end after eighteen (18) months of the lay off from the Fire District.

6.3 Shift Bids

See policy for information.

6.4 Staffing

District staffing of 21 uniformed safety employees per shift includes:

- 1 Battalion Chief or Acting Battalion Chief which may be staffed from another agency under a shared services agreement
- 5 Captains which may include Captain-Paramedics, Acting Captains, or Acting Captain-Paramedics
- 5 Engineers authorized to drive and operate fire apparatus which may include Engineer-Paramedics, Acting Engineers, or Acting Engineer-Paramedics
- 4 Firefighter-Paramedics
- 6 Firefighters

6.5 Probationary Period

All newly hired employees covered by this Agreement will be required to satisfactorily complete continuous service for an eighteen (18) month at-will probationary period. An employee may be dismissed for any lawful reason during the probationary period without right of appeal to the grievance procedure. Continuous service includes only actual time in active service to the District. Any period of inactivity without active service to the District, for example a medical leave, is excluded. The probationary period will be automatically extended during such period of inactivity.

6.6 Captain Promotional Testing

During the term of this Agreement, the Parties will continue to discuss revisions to the District's promotional testing procedures, including but not limited to discussion about a possible Association observer to be included in the promotional testing process. Any agreement that the Parties reach concerning promotional procedures will be memorialized in a Side Letter.

6.7 Physical Fitness

A Physical Fitness Program, referred to as the Wellness/Fitness Initiative, has been devised in an effort to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries.

As with any such program, the returns to the employee are in direct proportion to the effort and enthusiasm with which he/she participates in the program. The following procedures and recommendations are based on available medical information and experience and have been developed to promote the general health, welfare, and longevity of District personnel. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service.

6.7.1 *Administration*

The program would be administered by a bipartite committee of four (4) individuals, two (2) selected by the Fire Chief and two (2) selected by the Association. This Committee will have overall responsibility for administration of the program including recommending program consultants, hearing appeals by employees, recommending alterations, amendments, or individualized exceptions to the Plan and proposing recommended discipline to the Fire Chief for employees who fail to meet prescribed ranges. A quorum of the Committee will consist of all four (4) Members, and action can only be taken by a majority of the quorum. In regard to discipline, no discipline may be imposed by the Fire Chief which is greater than that agreed upon by the Committee, although the Fire Chief may impose a lesser form of discipline if he/she so elects.

It is further provided that discipline cannot be imposed upon any employee hired prior to July 1, 2002 except if said employees fails to participate in said program by:

- A. Failing to show up for scheduled appointments.
- B. Does not make a bona fide effort during the testing process.

6.7.2 *Injuries*

Any injuries suffered by a participant while participating in the program will be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered to be primarily recreational such as team sports, skiing, etc.

6.7.3 *On-duty Participation*

All testing, qualification, re-testing, and any required medical examination or treatment will be performed while the employee is on- duty, or, if that is not feasible, the employee will be compensated at the overtime rate.

Recognizing fiscal limitations, upon employee request and recommendation of the Bipartite Committee, the District will make available at District expense a physical prescription that is directly related to achieving program criteria.

6.7.4 *Physical Fitness Components*

Subject to “individualization” of the following elements by the Committee at the request of an employee and/or his/her physician or the District (related to the employee’s age, height, weight, prior injuries, or any medical limitations); the following components will be included:

1. Resting heart rate;
2. Resting blood pressure;
3. Blood test for cholesterol levels;
4. Body fat measurement;
5. An event determined by the Committee to measure physical agility and limited aerobic capacity;
6. An upper body strength test (consisting, perhaps, of a combination of lifting and dynamometer tests);
7. Test of trunk strength/extension/flexibility.

This test will be administered annually; if an employee fails to meet prescribed ranges in any of the components listed above, the employee will be allowed another opportunity to retake and pass the test within four (4) months before any administrative action is proposed or taken against him/her.

6.7.5 *Evaluations*

Failure of an employee to successfully meet the program criteria will not, in and of itself, constitute grounds for an adverse personnel evaluation.

All Parties should recognize that this undertaking may need alteration, amendments, and revisions as it goes along and that should be understood to be the basic responsibility of the Bipartite committee, obviously subject to that requirement that if any substantial changes are proposed in the program format, that would constitute an item for meet and confer between the District and the Association.

6.8 Disciplinary Action

The District may discipline an employee for just cause. The District applies the principle of progressive discipline, which means that it first uses less severe forms of discipline to correct misconduct and advances to more serious forms of discipline for repeated misconduct. However, some misconduct is sufficiently serious that it justifies a significant penalty up to and including employment termination for the first offense. The District will comply with the Firefighters Procedural Bill of Rights Act to the extent required by law in its administration of employee disciplinary actions. Examples of just cause include but are not limited to the following:

1. Violation of the law.
2. Substance abuse as defined in District policy.
3. Use of drugs and/or alcohol on duty.
4. Neglect of duty.
5. Disobedience of or failure to comply with District orders as defined herein.
6. Absence from duty without leave.
7. Conduct unbecoming an employee of the District which might be detrimental to the service.
8. Accepting or soliciting a bribe.
9. Immoral acts.
10. Appropriating any lost, found, stolen, District or evidence property to their own use.
11. Falsification of reports, records, or communications.
12. Improper political activity that may conflict with District's mission statement.
13. Feigning sickness or injury to escape duty.
14. Rough or careless handling of District property.
15. Insubordination.
16. Dishonesty.
17. Incompetence or non-performance of duty.
18. Any other act or omission contrary to the good order and discipline of the District and/or which violates any District rules, policies, or other governing documents.

6.9 Grievance Procedure

A. Definition:

1. A grievance is any dispute which involves (1) the interpretation or application of any provisions of this Agreement; or (2) the interpretation or application of rules, regulations, resolutions, ordinances and existing practices concerning negotiable terms or conditions of employment.
2. Disciplinary appeal procedures will comply with the Firefighters Procedural Bill of Rights Act and applicable due process case law.
3. A grievance may be filed by (1) an employee who has been injured by any of the actions listed in paragraph I above, (2) jointly by any group of employees who have been injured by any of the actions listed in paragraph 1 above, or (3) by the employee organization when the District has taken any of the actions listed in paragraph 1 above.

B. Informal Grievance:

1. Within seven (7) calendar days of the event giving rise to the grievance, the grievant will present the grievance informally for disposition to his/her immediate supervisor.
2. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

C. Formal Grievance:

1. If the grievant believes that the grievance has not been resolved in the informal grievance process, the grievant may file a formal grievance within five (5) calendar days of receiving the immediate supervisor's response to the informal grievance. This formal grievance will state in writing the nature of the problem and the desired remedy and will be submitted to the Fire Chief.
2. Step 1: Within two (2) working days of receipt of the formal grievance, the Fire Chief or two designees will meet with two members of the Association in an effort to ascertain all facts connected with the grievance. Within ten (10) calendar days of said appointment, the Parties will meet together, investigate the grievance, and attempt to reach an agreement on the disposition of the grievance.
3. Step 2: If the decision of the Fire Chief resolves the grievance to the satisfaction of the grievant, the matter will be considered resolved. If the decision of the Fire Chief does not resolve the grievance to the satisfaction of the grievant, the grievant may, within five (5) calendar days of being notified of the Chief of the Department's decision, appeal the matter in writing to the Fire Chief, requesting one of the following methods of disposition:

- a) Appointment of a panel consisting of one representative of the Fire Chief, one representative of the grievant, and one representative of the State Conciliation Service; or
- b) Appointment of a panel consisting of one representative of the Fire Chief and one representative of the grievant. This panel will mutually select an impartial arbitrator. Arbitration is final and binding.

D. General Conditions:

- 1. Any time limit may be extended only by mutual agreement in writing.
- 2. Any aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.
- 3. All expenses of arbitration will be shared equally by each party.
- 4. Failure on the part of the District or grievant to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- 5. The decision of the Arbitrator or the Panel, whichever will have been selected by grievant, will be final and binding on all Parties, subject to ratification by the Board of Directors if the decision requires an unbudgeted expenditure.
- 6. A grievance concerning discipline does not survive the death of the grievant.

6.10 Representatives

The District will provide reasonable paid release time to an authorized Association representative selected by an employee to represent that employee during a grievance. The representative must be available to represent the employee as required by law, or the employee must select another representative. The representative will obtain approval from the Fire Chief or the Chiefs designee before leaving duty to perform any work to represent the employee.

6.11 Out of County Hotels and Motels

See Resource Deployment Guidelines For “Out of County” Mutual Aid Requests policy.

6.12 Drug and Alcohol Prohibition

See Drug and Alcohol-Free Workplace policy.

6.13 Common Mess or On-Duty Meals

All employees on each shift at each station will attend an organized mess at the station for consumption of meals. Employees will contribute in equal shares for the cost of such meals up to \$40 for a 48-hour shift. The department will not be responsible in any manner for the

cost of such meals, for the preparation thereof, for the collection of any funds or for the enforcement of or any other costs connected to this Section 6.13.

6.14 Training

Management and labor will work together to evaluate the equitable use of training funds and an equitable process for the publication of training opportunities to all eligible employees.

7. RETIREMENT

The District is a member of the Marin County Employees' Retirement Association ("MCERA") for the purpose of providing retirement benefits for employees.

Tier 1

The formula Plan for employees hired prior to July 1, 2005 will be the "3% @ 50" under Gov. Code § 31664.1 calculated on single highest year, with 4% cost of living allowance.

Tier 2

The formula plan for employees hired on or after July 1, 2005 and before January 1, 2013 or hired before August 1, 2013 and with prior membership in a reciprocal plan prior to January 1, 2013 will be "3% @ 55" under Gov. Code § 31664.2 calculated on single highest year, with 4% cost of living allowance.

Tier 2A

The formula plan for employees hired on or after August 1, 2013 with prior service in a reciprocal plan retirement prior to January 1, 2013 will be at the 3% @ 55 under Gov. Code § 31664.2 calculated on single highest consecutive three (3) years with 3% cost of living allowance.

The formula plan for employees hired on or after January 1, 2013 and prior to August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 will be at the "2.7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 4% cost of living allowance.

Tier 3A

The formula plan for employees hired after August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 will be at the "2.7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 3% cost of living allowance.

The employee will be solely responsible for the employee share of retirement cost.

The Deputy Fire Marshal and Safety Fire Inspector classifications are safety positions and all provisions of the current MOU regarding retirement apply to the classification.

7.1 Medical Coverage after Retirement

A. Full-Time Employees Hired, Promoted, or absorbed by the District, and Retiring from the District through MCERA

1. Service Credit Calculation

For purposes of this Section 7.1(A), the following will be considered as service credit with the District:

- a) Service credit with the Alto-Richardson BayFire Protection District;
- b) Service credit with the Tamalpais Fire Protection District;
- c) Service credit with the City of Sausalito. This applies to all employees absorbed as part of either the April 6, 2006 agreement or the June 26, 2012 annexation who are not identified as a liability of the City of Sausalito for full medical insurance coverage post-retirement.
- d) Service credit with the City of Mill Valley for employees hired by the Tamalpais Fire Protection District on July 1, 1994.

2. Employees with a Minimum of 10 Years' Service Credit with the District

Full time employees hired by the District before January 1, 2014 who have 10 years' service credit with the District, as defined in Section 7.1(A)(1) who retire from the District through MCERA, will receive the following benefit:

- a) The District will provide 5% of the cost of "employee-only" coverage per year served up to a total of 100% of the cost of coverage in the Kaiser Low Plan, as provided by MCERA, for the remainder of the employee's life.

3. Employees with a Minimum of 30 Years' Service Credit with the District

Full time employees hired by the District before July 1, 2010 who have 30 years' service credit with the District, as defined in Section 7.1(A)(1) only, and who retire from the District through MCERA, will receive the following benefit:

- a) In addition to the benefit provide pursuant to Section 7.1(A)(2), the District will provide up to a total of 100% of the cost of spousal medical coverage ("Plus 1") in the Kaiser Low Plan, as provided by MCERA, for the remainder of the spouse's life. This benefit is limited to an employee's spouse at the date of retirement. Upon the death of the former employee, the District will provide the surviving spouse up to a total of 100% of the cost of medical coverage at the Kaiser Low Plan "Single Rate."

4. Mandatory Use of Medicare

Retirees and their spouses who are age 65 or older and have Medicare must use Medicare as their primary medical insurance as described in MCERA's Medicare Fact Sheet, or other publication(s), as may be amended by MCERA from time to time.

5. No Cash Value

The Section 7.1(A) benefit does not provide a cash benefit if coverage is declined or the enrolled plan has a lower monthly premium.

B. Retiree Health Savings Plan for Employees Hired by the District on or after January 1, 2014

Instead of providing retiree medical insurance as described above for employees hired before 2014, the District established Retiree Health Savings ("RHS") Accounts pursuant to Federal tax law through ICMA for each employee hired on or after January 1, 2014. Each pay period, the District makes an employer contribution equal to 2% of top step Captain (Captain step 2 base pay per Appendix A) into the employee's RHS Account. The employee will have direct deferral of 2% of their base salary.

The District's contribution to this fund will be 2% of the top step Captain for all employees receiving the benefit every paycheck.

C. Former City of Mill Valley Employees Hired by the District on July 1, 2023

Former City of Mill Valley ("CMV") employees hired by CMV *after* April 30, 2017 participate in the District's RHS effective as of July 1, 2023.

Former CMV employees hired by CMV *before* May 1, 2017 do not receive RHS or retiree healthcare through the District but may be eligible for retiree healthcare through CMV. See Section 6 and Attachment 1E of the Employee Transfer Plan and Implementing MOU Side Letter dated June 30, 2023 for further details.

8. STRIKES AND LOCKOUTS

During the term of this Agreement the District agrees that it will not lockout employees, and the Association agrees that it will not, encourage, or approve any strikes, stand downs, sympathy strike, or other work stoppage growing out of any dispute relating to the terms of this agreement.

Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this article.

9. DURATION OF AGREEMENT

This agreement will be effective as of July 1, 2025 and will remain in full force and effect until June 30, 2028.

The Parties executed this Agreement effective as of July 1, 2025.

SOUTHERN MARIN PROFESSIONAL
FIREFIGHTERS LOCAL 1775

SOUTHERN MARIN FIRE DISTRICT
BOARD OF DIRECTORS

By: 
President Ben Powers

By: _____
President Clifford Waldeck

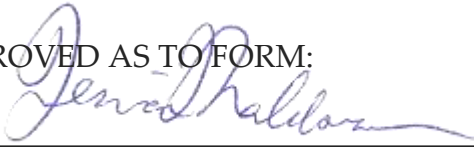
Date: 01/16/2026

Date: _____

By: 
Pat Costello, Bargaining Team

APPROVED AS TO FORM:

Date: 01/16/2026

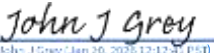
By: 
Jenica Maldonado

By: 
Zach Sweeney, Bargaining Team

Date: 01/16/2026

By: 
Ken Martin, Chief Negotiator

Date: 01/16/2026

By: 
John Grey, Esq.

Date: 01/20/2026

APPENDIX A

The initial increase of 6.25% takes effect the first full pay period following ratification of the Agreement by both Parties. Subsequent increases under the Agreement take effect the first full pay period following the first day of the month noted below (e.g., the 2.75% increase in July 2026 is effective the first full pay period following July 1, 2026 and the 3.00% increase in January 2027 is effective the first full pay period following January 1, 2027 and so on).

July 1, 2025 to Ratification			6.25% After Ratification		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Shift Captain

Shift Captain 1.0	12,087.88	145,054.56	49.81	12,843.37	154,120.42	52.93
Shift Captain 1.10 (10 Years)	12,329.65	147,955.80	50.81	13,164.45	157,973.43	54.25
Shift Captain 1.15 (15 Years)	12,450.52	149,406.24	51.31	13,357.10	160,285.24	55.04
Shift Captain 1.20 (20 Years)	12,510.96	150,131.52	51.56	13,485.54	161,826.44	55.57
Shift Benchmark Captain 2.0	12,692.27	152,307.24	52.30	13,485.54	161,826.44	55.57
Shift Captain 2.10 (10 Years)	12,946.12	155,353.44	53.35	13,822.68	165,872.10	56.96
Shift Captain 2.15 (15 Years)	13,073.05	156,876.60	53.87	14,024.96	168,299.50	57.80
Shift Captain 2.20 (20 Years)	13,136.51	157,638.12	54.13	14,159.81	169,917.76	58.35

Shift Firefighter/Paramedic

Shift Firefighter/Paramedic Step 1	9,040.66	108,487.92	37.26	9,605.70	115,268.42	39.58
Shift Firefighter/Paramedic Step 2	9,492.70	113,912.40	39.12	10,085.99	121,031.93	41.56
Shift Firefighter/Paramedic Step 3	9,967.35	119,608.20	41.07	10,590.31	127,083.71	43.64
Shift Firefighter/Paramedic Step 4	10,465.70	125,588.40	43.13	11,119.81	133,437.68	45.82
Shift Firefighter/Paramedic Step 5	10,989.00	131,868.00	45.28	11,675.81	140,109.75	48.11
Shift Firefighter/PM/Eng Step 6	11,538.44	138,461.28	47.55	12,259.58	147,114.95	50.52
Shift Firefighter/PM/Eng 6.10 (10 Years)	11,769.21	141,230.52	48.50	12,566.07	150,792.82	51.78
Shift Firefighter/PM/Eng 6.15 (15 Years)	11,884.59	142,615.08	48.97	12,749.96	152,999.55	52.54
Shift Firefighter/PM/Eng 6.20 (20 Years)	11,942.28	143,307.36	49.21	12,872.56	154,470.70	53.05

Shift Firefighter

Shift Firefighter 1	8,218.80	98,625.60	33.87	8,732.48	104,789.70	35.99
Shift Firefighter 2	8,629.73	103,556.76	35.56	9,169.09	110,029.06	37.78
Shift Firefighter 3	9,061.22	108,734.64	37.34	9,627.55	115,530.56	39.67
Shift Firefighter 4	9,514.28	114,171.36	39.21	10,108.92	121,307.07	41.66
Shift Firefighter 5	9,990.00	119,880.00	41.17	10,614.38	127,372.50	43.74
Shift Firefighter/Engineer 6	10,489.49	125,873.88	43.23	11,145.07	133,740.86	45.93
Shift Firefighter/Engineer 6.10 (10 Years)	10,699.28	128,391.36	44.09	11,423.70	137,084.38	47.08
Shift Firefighter/Engineer 6.15 (15 Years)	10,804.17	129,650.04	44.52	11,590.87	139,090.50	47.76
Shift Firefighter/Engineer 6.20 (20 Years)	10,856.62	130,279.44	44.74	11,702.33	140,427.90	48.22

2.75% in July 2026			3.0% in January 2027		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Shift Captain

Shift Captain 1.0	13,196.56	158,358.73	54.38	13,592.46	163,109.50	56.01
Shift Captain 1.10 (10 Years)	13,526.48	162,317.70	55.74	13,932.27	167,187.23	57.41
Shift Captain 1.15 (15 Years)	13,724.42	164,693.08	56.56	14,136.16	169,633.87	58.25
Shift Captain 1.20 (20 Years)	13,856.39	166,276.67	57.10	14,272.08	171,264.97	58.81
Shift Benchmark Captain 2.0	13,856.39	166,276.67	57.10	14,272.08	171,264.97	58.81
Shift Captain 2.10 (10 Years)	14,202.80	170,433.59	58.53	14,628.88	175,546.59	60.28
Shift Captain 2.15 (15 Years)	14,410.64	172,927.74	59.38	14,842.96	178,115.57	61.17
Shift Captain 2.20 (20 Years)	14,549.21	174,590.50	59.96	14,985.68	179,828.22	61.75

Shift Firefighter/Paramedic

Shift Firefighter/Paramedic Step 1	9,869.86	118,438.30	40.67	10,165.95	121,991.45	41.89
Shift Firefighter/Paramedic Step 2	10,363.36	124,360.30	42.71	10,674.26	128,091.11	43.99
Shift Firefighter/Paramedic Step 3	10,881.54	130,578.51	44.84	11,207.99	134,495.87	46.19
Shift Firefighter/Paramedic Step 4	11,425.60	137,107.21	47.08	11,768.37	141,220.43	48.50
Shift Firefighter/Paramedic Step 5	11,996.90	143,962.77	49.44	12,356.80	148,281.65	50.92
Shift Firefighter/PM/Eng Step 6	12,596.72	151,160.61	51.91	12,974.62	155,695.43	53.47
Shift Firefighter/PM/Eng 6.10 (10 Years)	12,911.64	154,939.62	53.21	13,298.98	159,587.81	54.80
Shift Firefighter/PM/Eng 6.15 (15 Years)	13,100.59	157,207.03	53.99	13,493.60	161,923.24	55.61
Shift Firefighter/PM/Eng 6.20 (20 Years)	13,226.55	158,718.64	54.51	13,623.35	163,480.20	56.14

Shift Firefighter

Shift Firefighter 1	8,972.62	107,671.42	36.98	9,241.80	110,901.56	38.08
Shift Firefighter 2	9,421.24	113,054.86	38.82	9,703.88	116,446.50	39.99
Shift Firefighter 3	9,892.30	118,707.65	40.76	10,189.07	122,268.87	41.99
Shift Firefighter 4	10,386.92	124,643.01	42.80	10,698.53	128,382.30	44.09
Shift Firefighter 5	10,906.27	130,875.24	44.94	11,233.46	134,801.50	46.29
Shift Firefighter/Engineer 6	11,451.56	137,418.74	47.19	11,795.11	141,541.30	48.61
Shift Firefighter/Engineer 6.10 (10 Years)	11,737.85	140,854.20	48.37	12,089.99	145,079.83	49.82
Shift Firefighter/Engineer 6.15 (15 Years)	11,909.62	142,915.48	49.08	12,266.91	147,202.95	50.55
Shift Firefighter/Engineer 6.20 (20 Years)	12,024.14	144,289.67	49.55	12,384.86	148,618.36	51.04

2.5% in July 2027			2.5% in January 2028		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Shift Captain

Shift Captain 1.0	13,932.27	167,187.23	57.41	14,280.58	171,366.91	58.85
Shift Captain 1.10 (10 Years)	14,280.58	171,366.91	58.85	14,637.59	175,651.09	60.32
Shift Captain 1.15 (15 Years)	14,489.56	173,874.72	59.71	14,851.80	178,221.59	61.20
Shift Captain 1.20 (20 Years)	14,628.88	175,546.59	60.28	14,994.60	179,935.26	61.79
Shift Benchmark Captain 2.0	14,628.88	175,546.59	60.28	14,994.60	179,935.26	61.79
Shift Captain 2.10 (10 Years)	14,994.60	179,935.26	61.79	15,369.47	184,433.64	63.34
Shift Captain 2.15 (15 Years)	15,214.04	182,568.46	62.70	15,594.39	187,132.67	64.26
Shift Captain 2.20 (20 Years)	15,360.33	184,323.92	63.30	15,744.34	188,932.02	64.88

Shift Firefighter/Paramedic

Shift Firefighter/Paramedic Step 1	10,420.10	125,041.23	42.94	10,680.61	128,167.26	44.01
Shift Firefighter/Paramedic Step 2	10,941.12	131,293.39	45.09	11,214.64	134,575.72	46.21
Shift Firefighter/Paramedic Step 3	11,488.19	137,858.27	47.34	11,775.39	141,304.72	48.52
Shift Firefighter/Paramedic Step 4	12,062.58	144,750.94	49.71	12,364.14	148,369.71	50.95
Shift Firefighter/Paramedic Step 5	12,665.72	151,988.69	52.19	12,982.37	155,788.41	53.50
Shift Firefighter/PM/Eng Step 6	13,298.98	159,587.81	54.80	13,631.46	163,577.51	56.17
Shift Firefighter/PM/Eng 6.10 (10 Years)	13,631.46	163,577.51	56.17	13,972.25	167,666.95	57.58
Shift Firefighter/PM/Eng 6.15 (15 Years)	13,830.94	165,971.33	57.00	14,176.72	170,120.61	58.42
Shift Firefighter/PM/Eng 6.20 (20 Years)	13,963.93	167,567.20	57.54	14,313.03	171,756.38	58.98

Shift Firefighter

Shift Firefighter 1	9,472.84	113,674.10	39.04	9,709.66	116,515.95	40.01
Shift Firefighter 2	9,946.47	119,357.66	40.99	10,195.13	122,341.61	42.01
Shift Firefighter 3	10,443.80	125,325.60	43.04	10,704.89	128,458.74	44.11
Shift Firefighter 4	10,965.99	131,591.86	45.19	11,240.14	134,881.66	46.32
Shift Firefighter 5	11,514.29	138,171.54	47.45	11,802.15	141,625.83	48.64
Shift Firefighter/Engineer 6	12,089.99	145,079.83	49.82	12,392.24	148,706.83	51.07
Shift Firefighter/Engineer 6.10 (10 Years)	12,392.24	148,706.83	51.07	12,702.04	152,424.50	52.34
Shift Firefighter/Engineer 6.15 (15 Years)	12,573.59	150,883.02	51.81	12,887.92	154,655.10	53.11
Shift Firefighter/Engineer 6.20 (20 Years)	12,694.49	152,333.82	52.31	13,011.85	156,142.17	53.62

July 1, 2025 to Ratification			6.25% After Ratification		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Day Captain

Day Captain 1.0	12,692.27	152,307.29	73.22	13,485.54	161,826.44	77.80
Day Captain 1.10 (10 Years)	12,946.13	155,353.59	74.69	13,822.68	165,872.10	79.75
Day Captain 1.15 (15 Years)	13,073.05	156,876.55	75.42	14,024.96	168,299.50	80.91
Day Captain 1.20 (20 Years)	13,136.51	157,638.10	75.79	14,159.81	169,917.76	81.69
Day Captain 2.0	13,326.88	159,922.60	76.89	14,159.81	169,917.76	81.69
Day Captain 2.10 (10 Years)	13,593.43	163,121.11	78.42	14,513.81	174,165.71	83.73
Day Captain 2.15 (15 Years)	13,726.70	164,720.43	79.19	14,726.21	176,714.48	84.96
Day Captain 2.20 (20 Years)	13,793.34	165,520.03	79.58	14,867.80	178,413.65	85.78

Day Firefighter/Paramedic

Day Firefighter/Paramedic Step 1	9,492.69	113,912.32	54.77	10,085.99	121,031.84	58.19
Day Firefighter/Paramedic Step 2	9,967.34	119,608.02	57.50	10,590.29	127,083.52	61.10
Day Firefighter/Paramedic Step 3	10,465.72	125,588.61	60.38	11,119.82	133,437.90	64.15
Day Firefighter/Paramedic Step 4	10,988.99	131,867.82	63.40	11,675.80	140,109.56	67.36
Day Firefighter/Paramedic Step 5	11,538.45	138,461.40	66.57	12,259.60	147,115.24	70.73
Day Firefighter/PM/Eng Step 6	12,115.36	145,384.34	69.90	12,872.56	154,470.70	74.26
Day Firefighter/PM/Eng 6.10 (10 Years)	12,357.67	148,292.05	71.29	13,194.37	158,332.46	76.12
Day Firefighter/PM/Eng 6.15 (15 Years)	12,478.82	149,745.83	71.99	13,387.46	160,649.52	77.24
Day Firefighter/PM/Eng 6.20 (20 Years)	12,539.39	150,472.73	72.34	13,516.19	162,194.23	77.98

Day Firefighter

Day Firefighter 1	8,629.74	103,556.88	49.79	9,169.10	110,029.19	52.90
Day Firefighter 2	9,061.22	108,734.60	52.28	9,627.54	115,530.51	55.54
Day Firefighter 3	9,514.28	114,171.37	54.89	10,108.92	121,307.08	58.32
Day Firefighter 4	9,989.99	119,879.93	57.63	10,614.37	127,372.42	61.24
Day Firefighter 5	10,489.50	125,874.00	60.52	11,145.09	133,741.13	64.30
Day Firefighter/Engineer 6	11,013.96	132,167.57	63.54	11,145.09	133,741.13	64.30
Day Firefighter/Engineer 6.10 (10 Years)	11,234.24	134,810.93	64.81	11,423.72	137,084.65	65.91
Day Firefighter/Engineer 6.15 (15 Years)	11,344.38	136,132.54	65.45	11,590.90	139,090.77	66.87
Day Firefighter/Engineer 6.20 (20 Years)	11,399.45	136,793.41	65.77	11,702.35	140,428.18	67.51

2.75% in July 2026			3.0% in January 2027		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Day Captain

Day Captain 1.0	13,856.39	166,276.67	79.94	14,272.08	171,264.97	82.34
Day Captain 1.10 (10 Years)	14,202.80	170,433.59	81.94	14,628.88	175,546.59	84.40
Day Captain 1.15 (15 Years)	14,410.64	172,927.74	83.14	14,842.96	178,115.57	85.63
Day Captain 1.20 (20 Years)	14,549.21	174,590.50	83.94	14,985.68	179,828.22	86.46
Day Captain 2.0	14,549.21	174,590.50	83.94	14,985.68	179,828.22	86.46
Day Captain 2.10 (10 Years)	14,912.94	178,955.27	86.04	15,360.33	184,323.92	88.62
Day Captain 2.15 (15 Years)	15,131.18	181,574.12	87.30	15,585.11	187,021.35	89.91
Day Captain 2.20 (20 Years)	15,276.67	183,320.03	88.13	15,734.97	188,819.63	90.78

Day Firefighter/Paramedic

Day Firefighter/Paramedic Step 1	10,363.35	124,360.21	59.79	10,674.25	128,091.02	61.58
Day Firefighter/Paramedic Step 2	10,881.53	130,578.32	62.78	11,207.97	134,495.67	64.66
Day Firefighter/Paramedic Step 3	11,425.62	137,107.44	65.92	11,768.39	141,220.66	67.89
Day Firefighter/Paramedic Step 4	11,996.88	143,962.57	69.21	12,356.79	148,281.45	71.29
Day Firefighter/Paramedic Step 5	12,596.74	151,160.91	72.67	12,974.64	155,695.73	74.85
Day Firefighter/PM/Eng Step 6	13,226.55	158,718.64	76.31	13,623.35	163,480.20	78.60
Day Firefighter/PM/Eng 6.10 (10 Years)	13,557.22	162,686.61	78.21	13,963.93	167,567.20	80.56
Day Firefighter/PM/Eng 6.15 (15 Years)	13,755.62	165,067.38	79.36	14,168.28	170,019.41	81.74
Day Firefighter/PM/Eng 6.20 (20 Years)	13,887.88	166,654.57	80.12	14,304.52	171,654.21	82.53

Day Firefighter

Day Firefighter 1	9,421.25	113,054.99	54.35	9,703.89	116,446.64	55.98
Day Firefighter 2	9,892.30	118,707.60	57.07	10,189.07	122,268.83	58.78
Day Firefighter 3	10,386.92	124,643.03	59.92	10,698.53	128,382.32	61.72
Day Firefighter 4	10,906.26	130,875.17	62.92	11,233.45	134,801.42	64.81
Day Firefighter 5	11,451.58	137,419.01	66.07	11,795.13	141,541.58	68.05
Day Firefighter/Engineer 6	11,451.58	137,419.01	66.07	11,795.13	141,541.58	68.05
Day Firefighter/Engineer 6.10 (10 Years)	11,737.87	140,854.48	67.72	12,090.01	145,080.12	69.75
Day Firefighter/Engineer 6.15 (15 Years)	11,909.65	142,915.77	68.71	12,266.94	147,203.24	70.77
Day Firefighter/Engineer 6.20 (20 Years)	12,024.16	144,289.96	69.37	12,384.89	148,618.65	71.45

2.5% in July 2027			2.5% in January 2028		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Day Captain

Day Captain 1.0	14,628.88	175,546.59	84.40	14,994.60	179,935.26	86.51
Day Captain 1.10 (10 Years)	14,994.60	179,935.26	86.51	15,369.47	184,433.64	88.67
Day Captain 1.15 (15 Years)	15,214.04	182,568.46	87.77	15,594.39	187,132.67	89.97
Day Captain 1.20 (20 Years)	15,360.33	184,323.92	88.62	15,744.34	188,932.02	90.83
Day Captain 2.0	15,360.33	184,323.92	88.62	15,744.34	188,932.02	90.83
Day Captain 2.10 (10 Years)	15,744.34	188,932.02	90.83	16,137.94	193,655.32	93.10
Day Captain 2.15 (15 Years)	15,974.74	191,696.88	92.16	16,374.11	196,489.30	94.47
Day Captain 2.20 (20 Years)	16,128.34	193,540.12	93.05	16,531.55	198,378.62	95.37

Day Firefighter/Paramedic

Day Firefighter/Paramedic Step 1	10,941.11	131,293.29	63.12	11,214.64	134,575.63	64.70
Day Firefighter/Paramedic Step 2	11,488.17	137,858.06	66.28	11,775.38	141,304.51	67.93
Day Firefighter/Paramedic Step 3	12,062.60	144,751.18	69.59	12,364.16	148,369.96	71.33
Day Firefighter/Paramedic Step 4	12,665.71	151,988.48	73.07	12,982.35	155,788.20	74.90
Day Firefighter/Paramedic Step 5	13,299.01	159,588.13	76.73	13,631.49	163,577.83	78.64
Day Firefighter/PM/Eng Step 6	13,963.93	167,567.20	80.56	14,313.03	171,756.38	82.58
Day Firefighter/PM/Eng 6.10 (10 Years)	14,313.03	171,756.38	82.58	14,670.86	176,050.29	84.64
Day Firefighter/PM/Eng 6.15 (15 Years)	14,522.49	174,269.89	83.78	14,885.55	178,626.64	85.88
Day Firefighter/PM/Eng 6.20 (20 Years)	14,662.13	175,945.56	84.59	15,028.68	180,344.20	86.70

Day Firefighter

Day Firefighter 1	9,946.48	119,357.80	57.38	10,195.15	122,341.75	58.82
Day Firefighter 2	10,443.80	125,325.55	60.25	10,704.89	128,458.69	61.76
Day Firefighter 3	10,965.99	131,591.88	63.27	11,240.14	134,881.67	64.85
Day Firefighter 4	11,514.29	138,171.46	66.43	11,802.15	141,625.74	68.09
Day Firefighter 5	12,090.01	145,080.12	69.75	12,392.26	148,707.12	71.49
Day Firefighter/Engineer 6	12,090.01	145,080.12	69.75	12,392.26	148,707.12	71.49
Day Firefighter/Engineer 6.10 (10 Years)	12,392.26	148,707.12	71.49	12,702.07	152,424.80	73.28
Day Firefighter/Engineer 6.15 (15 Years)	12,573.61	150,883.32	72.54	12,887.95	154,655.40	74.35
Day Firefighter/Engineer 6.20 (20 Years)	12,694.51	152,334.12	73.24	13,011.87	156,142.47	75.07

July 1, 2025 to Ratification			6.25% After Ratification		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Deputy Fire Marshal

Deputy Fire Marshal 1.0	12,087.88	145,054.56	69.74	12,843.37	154,120.47	74.10
Deputy Fire Marshal 1.10 (10 Years)	12,329.65	147,955.80	71.13	13,164.46	157,973.48	75.95
Deputy Fire Marshal 1.15 (15 Years)	12,450.52	149,406.24	71.83	13,357.11	160,285.29	77.06
Deputy Fire Marshal 1.20 (20 Years)	12,510.96	150,131.52	72.18	13,485.54	161,826.49	77.80
Deputy Fire Marshal 2.0	12,692.27	152,307.24	73.22	13,485.54	161,826.44	77.80
Deputy Fire Marshal 2.10 (10 Years)	12,946.12	155,353.44	74.69	13,822.68	165,872.10	79.75
Deputy Fire Marshal 2.15 (15 Years)	13,073.05	156,876.60	75.42	14,024.96	168,299.50	80.91
Deputy Fire Marshal 2.20 (20 Years)	13,136.51	157,638.12	75.79	14,159.81	169,917.76	81.69

Fire Inspector Safety

Fire Inspector 1.0	10,465.70	125,588.40	60.38	11,119.81	133,437.68	64.15
Fire Inspector 1.10 (10 Years)	10,675.01	128,100.12	61.59	11,397.80	136,773.62	65.76
Fire Inspector 1.15 (15 Years)	10,779.67	129,356.04	62.19	11,564.60	138,775.18	66.72
Fire Inspector 1.20 (20 Years)	10,832.00	129,984.00	62.49	11,675.80	140,109.56	67.36
Fire Inspector 2.0	10,989.00	131,868.00	63.40	11,675.81	140,109.75	67.36
Fire Inspector 2.10 (10 Years)	11,208.78	134,505.36	64.67	11,967.71	143,612.49	69.04
Fire Inspector 2.15 (15 Years)	11,318.67	135,824.04	65.30	12,142.85	145,714.14	70.05
Fire Inspector 2.20 (20 Years)	11,373.61	136,483.32	65.62	12,259.60	147,115.24	70.73
Fire Inspector 3.0	11,538.44	138,461.28	66.57	12,259.59	147,115.11	70.73
Fire Inspector 3.10 (10 Years)	11,769.21	141,230.52	67.90	12,566.08	150,792.99	72.50
Fire Inspector 3.15 (15 Years)	11,884.59	142,615.08	68.56	12,749.98	152,999.71	73.56
Fire Inspector 3.20 (20 Years)	11,942.28	143,307.36	68.90	12,872.57	154,470.87	74.26

2.75% in July 2026			3.0% in January 2027		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Deputy Fire Marshal

Deputy Fire Marshal 1.0	13,196.57	158,358.78	76.13	13,592.46	163,109.55	78.42
Deputy Fire Marshal 1.10 (10 Years)	13,526.48	162,317.75	78.04	13,932.27	167,187.29	80.38
Deputy Fire Marshal 1.15 (15 Years)	13,724.43	164,693.13	79.18	14,136.16	169,633.93	81.55
Deputy Fire Marshal 1.20 (20 Years)	13,856.39	166,276.72	79.94	14,272.09	171,265.02	82.34
Deputy Fire Marshal 2.0	13,856.39	166,276.67	79.94	14,272.08	171,264.97	82.34
Deputy Fire Marshal 2.10 (10 Years)	14,202.80	170,433.59	81.94	14,628.88	175,546.59	84.40
Deputy Fire Marshal 2.15 (15 Years)	14,410.64	172,927.74	83.14	14,842.96	178,115.57	85.63
Deputy Fire Marshal 2.20 (20 Years)	14,549.21	174,590.50	83.94	14,985.68	179,828.22	86.46

Fire Inspector Safety

Fire Inspector 1.0	11,425.60	137,107.21	65.92	11,768.37	141,220.43	67.89
Fire Inspector 1.10 (10 Years)	11,711.24	140,534.89	67.56	12,062.58	144,750.94	69.59
Fire Inspector 1.15 (15 Years)	11,882.62	142,591.50	68.55	12,239.10	146,869.24	70.61
Fire Inspector 1.20 (20 Years)	11,996.88	143,962.57	69.21	12,356.79	148,281.45	71.29
Fire Inspector 2.0	11,996.90	143,962.77	69.21	12,356.80	148,281.65	71.29
Fire Inspector 2.10 (10 Years)	12,296.82	147,561.84	70.94	12,665.72	151,988.69	73.07
Fire Inspector 2.15 (15 Years)	12,476.77	149,721.28	71.98	12,851.08	154,212.92	74.14
Fire Inspector 2.20 (20 Years)	12,596.74	151,160.91	72.67	12,974.64	155,695.73	74.85
Fire Inspector 3.0	12,596.73	151,160.78	72.67	12,974.63	155,695.60	74.85
Fire Inspector 3.10 (10 Years)	12,911.65	154,939.79	74.49	13,299.00	159,587.99	76.72
Fire Inspector 3.15 (15 Years)	13,100.60	157,207.21	75.58	13,493.62	161,923.42	77.85
Fire Inspector 3.20 (20 Years)	13,226.57	158,718.81	76.31	13,623.36	163,480.38	78.60

2.5% in July 2027			2.5% in January 2028		
Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly

Deputy Fire Marshal

Deputy Fire Marshal 1.0	13,932.27	167,187.29	80.38	14,280.58	171,366.97	82.39
Deputy Fire Marshal 1.10 (10 Years)	14,280.58	171,366.97	82.39	14,637.60	175,651.14	84.45
Deputy Fire Marshal 1.15 (15 Years)	14,489.56	173,874.78	83.59	14,851.80	178,221.65	85.68
Deputy Fire Marshal 1.20 (20 Years)	14,628.89	175,546.65	84.40	14,994.61	179,935.32	86.51
Deputy Fire Marshal 2.0	14,628.88	175,546.59	84.40	14,994.60	179,935.26	86.51
Deputy Fire Marshal 2.10 (10 Years)	14,994.60	179,935.26	86.51	15,369.47	184,433.64	88.67
Deputy Fire Marshal 2.15 (15 Years)	15,214.04	182,568.46	87.77	15,594.39	187,132.67	89.97
Deputy Fire Marshal 2.20 (20 Years)	15,360.33	184,323.92	88.62	15,744.34	188,932.02	90.83

Fire Inspector Safety

Fire Inspector 1.0	12,062.58	144,750.94	69.59	12,364.14	148,369.71	71.33
Fire Inspector 1.10 (10 Years)	12,364.14	148,369.71	71.33	12,673.25	152,078.95	73.11
Fire Inspector 1.15 (15 Years)	12,545.08	150,540.98	72.38	12,858.71	154,304.50	74.18
Fire Inspector 1.20 (20 Years)	12,665.71	151,988.48	73.07	12,982.35	155,788.20	74.90
Fire Inspector 2.0	12,665.72	151,988.69	73.07	12,982.37	155,788.41	74.90
Fire Inspector 2.10 (10 Years)	12,982.37	155,788.41	74.90	13,306.93	159,683.12	76.77
Fire Inspector 2.15 (15 Years)	13,172.35	158,068.24	75.99	13,501.66	162,019.95	77.89
Fire Inspector 2.20 (20 Years)	13,299.01	159,588.13	76.73	13,631.49	163,577.83	78.64
Fire Inspector 3.0	13,299.00	159,587.99	76.72	13,631.47	163,577.69	78.64
Fire Inspector 3.10 (10 Years)	13,631.47	163,577.69	78.64	13,972.26	167,667.13	80.61
Fire Inspector 3.15 (15 Years)	13,830.96	165,971.51	79.79	14,176.73	170,120.80	81.79
Fire Inspector 3.20 (20 Years)	13,963.95	167,567.39	80.56	14,313.05	171,756.57	82.58

APPENDIX B

Effective as of December 1, 2025, entry into the In Lieu of Medical benefit is closed. The In Lieu of Medical benefit is frozen for the 16 employees at the monthly amount listed below. The 16 employees may continue to participate in the In Lieu of Medical benefit, but only if the employee continuously meets all three of the eligibility requirements listed in Section 4.1.C. If for any reason one of the 16 employees stops participating in the In Lieu of Medical benefit or stops participating at the same level they participated at as of December 1, 2025, that employee forfeits participation in the In Lieu of Medical benefit going forward.

	Name	Monthly
1	Ryan Boykin	\$ 1,139.28
2	Drew Clason	\$ 1,068.10
3	Kevin Freeman	\$ 1,139.28
4	Jake Ielmorini	\$ 1,139.28
5	Shane Kunst	\$ 5.98
6	Chris Lawrence	\$ 1,139.28
7	Dante Marchese	\$ 1,139.28
8	Jeremy Mondot	\$ 65.20
9	Jessica Riboli	\$ 1,139.28
10	Andrew Rush	\$ 1,139.28
11	Josh Scofield	\$ 1,139.28
12	David Selchau	\$ 1,068.10
13	Will Sink	\$ 1,074.08
14	Craig Sloan	\$ 1,068.10
15	Zach Sweeney	\$ 1,139.28
16	Kevin Zondervan	\$ 1,068.10

APPENDIX C

As a material term of this Agreement, the Association agreed to reduce the number of people off for from four down to three per shift as provided in Section 3.7 and Section 5.2.1.

Notwithstanding that reduction to no more than three people off per shift, the District will allow up to four people off per shift for the 70 shifts listed below. Except for the 70 shifts listed below, effective upon ratification of this Agreement the maximum off per shift will not exceed three. If for any reason the paid leave for one or more of the 70 shifts is canceled by one of the four employees scheduled off that day, then the maximum off will be reduced to three for that shift.

February 14, 2026 (A Shift)	July 10, 2026 (B Shift)
February 15, 2026 (A Shift)	July 11, 2026 (B Shift)
March 18, 2026 (B Shift)	July 14, 2026 (A Shift)
March 19, 2026 (B Shift)	July 15, 2026 (A Shift)
April 2, 2026 (C Shift)	July 16, 2026 (B Shift)
April 3, 2026 (A Shift)	July 17, 2026 (B Shift)
April 4, 2026 (A Shift)	July 20, 2026 (A Shift)
April 5, 2026 (B Shift)	July 21, 2026 (A Shift)
April 6, 2026 (B Shift)	July 22, 2026 (B Shift)
April 9, 2026 (A Shift)	July 23, 2026 (B Shift)
April 10, 2026 (A Shift)	July 26, 2026 (A Shift)
April 15, 2026 (A Shift)	July 27, 2026 (A Shift)
April 19, 2026 (C Shift)	July 28, 2026 (B Shift)
April 20, 2026 (C Shift)	July 29, 2026 (B Shift)
April 25, 2026 (C Shift)	August 1, 2026 (A Shift)
April 26, 2026 (C Shift)	August 2, 2026 (A Shift)
April 29, 2026 (B Shift)	August 7, 2026 (A Shift)
April 30, 2026 (B Shift)	August 8, 2026 (A Shift)
May 25, 2026 (C Shift)	September 6, 2026 (A Shift)
June 6, 2026 (A Shift)	September 7, 2026 (A Shift)
June 11, 2026 (B Shift)	October 30, 2026 (A Shift)
June 12, 2026 (C Shift)	October 31, 2026 (A Shift)
June 13, 2026 (C Shift)	November 25, 2026 (B Shift)
June 18, 2026 (C Shift)	November 26, 2026 (B Shift)
June 19, 2026 (C Shift)	November 27, 2026 (C Shift)
June 20, 2026 (A Shift)	November 28, 2026 (C Shift)
June 21, 2026 (A Shift)	November 29, 2026 (A Shift)
June 26, 2026 (A Shift)	December 23, 2026 (A Shift)
June 27, 2026 (A Shift)	December 24, 2026 (A Shift)
July 2, 2026 (A Shift)	December 25, 2026 (B Shift)
July 3, 2026 (A Shift)	December 26, 2026 (B Shift)
July 4, 2026 (B Shift)	December 27, 2026 (C Shift)
July 5, 2026 (B Shift)	December 28, 2026 (C Shift)
July 8, 2026 (A Shift)	December 31, 2026 (B Shift)
July 9, 2026 (A Shift)	January 1, 2027 (B Shift)

SMFD Firefighter MOU 2025-2028

Final Audit Report

2026-01-20

Created:	2026-01-16
By:	Isabel Porter (Isabel.Porter@aalrr.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIRhG_0_yAsvYpVbrZyF7Bmxs_iAa7j8

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SANTA CLARA VALLEY TRANSPORTATION
AUTHORITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY,

Plaintiff,

v.

AMALGAMATED TRANSIT UNION,
AMERICAN FEDERATION OF LABOR-
CONGRESS OF INDUSTRIAL
ORGANIZATIONS (AFL-CIO), LOCAL
UNION 265; and DOES 1 through 10
inclusive,

Defendant.

Case No. 25-CV-460740

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF EX
PARTE APPLICATION FOR
TEMPORARY RESTRAINING ORDER
AND ORDER TO SHOW CAUSE RE
PRELIMINARY INJUNCTION
[CCP § 527]**

Date: Thursday, March 13, 2025
Time: 8:15 a.m.
Dept. TBD
Judge: TBD

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<i>DVD Copy Control Assn., Inc. v. Kaleidescape, Inc.</i> (2009) 176 Cal.App.4th 697	15,16
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<i>Fresno v. Unified School District v. National Education Assoc.</i> (1981) 125 Cal.App.3d 249	10
<i>Glendale City Employees' Assn., Inc. v. City 21 of Glendale</i> (1975) 15 Cal.3d 328	11
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<i>Oasis West Realty, LLC v. Goldman</i> (2011) 51 Cal.4th 811	10
<i>Parsons v. Bristol Development Co.</i> (1965) 62 Cal.2d 861	13
<i>Regents of U.C.</i> (2010) PERB Decision No. 2094-H	10
<i>Retired Employees Assn. of Orange County, Inc. v. County of Orange</i> (2011) 52 Cal.4th 1171	9,11
<i>San Francisco v. Evankovich</i> (1977) 69 Cal.App.3d 41	9
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1	<i>Wind v. Herbert</i> (1960)	
2	186 Cal.App.2d 276	15
3	STATE CODES/STATUTES	
4	Code Civ. Proc., § 526, subd. (a)(1)-(a)(2)	8
5	Code Civ. Proc., § 526, subd. (a)(4)	8
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9	Code Civ. Proc. § 527.3, subd. (b)	9
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12	Government Code Sections 3610 to 3802.....	14,15
13	Government Code Sections 3612, subd. (b).....	15
14	Government Code Sections 3613, 3614.....	15
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18	OTHER AUTHORITIES	
19	Rule of Court 3.1150 subd. (d)	16

I. INTRODUCTION

Plaintiff Santa Clara Valley Transportation Authority (“VTA”) moves *ex parte* for emergency relief from the Court to: 1) issue a temporary restraining order as soon as possible against Defendant Amalgamated Transit Union AFL-CIO Local 265’s (“ATU” or “Union”) to stop its workplace strike immediately; and 2) to issue a related order to show cause (“OSC”) regarding preliminary injunction, with instruction that Defendant and its members cease all strike related activities until the hearing on an OSC. As a result of the strike, ATU’s approximately 1,500 members, including VTA’s bus and light rail operators, are presently on strike. The parties have been negotiating a successor collective bargaining agreement since August 2024. ATU took this drastic step despite the fact that doing so plainly violates the “no strike” clause in the agreement itself. VTA can make the requisite showing to support a temporary restraining order: it is likely to prevail on the merits, and VTA, its riders, and the community at large has and will continue to suffer irreparable harm for as long as the strike persists.

On the merits, VTA asserted two causes of action in its Complaint—breach of contract and the covenant of good faith and fair dealing. ATU breached the parties’ collective bargaining agreement when it directed its members to report to the picket line instead of work on Monday, March 10, 2025. All strike-related activities violate the contract’s “no strike” clause, which provides in part: “neither the Union nor its members shall call, sanction, assist in any strike, slow-down or stoppage of VTA work, operations or service” (emphasis added). The clause was in effect on March 10th. The Union’s shifting claims that the contract is now expired or that their unilateral declaration of impasse voids the “no strike clause” is specious, and unfortunately consistent with ATU’s bad faith tactics to date.

If ATU wished to terminate the contract, it could have exercised such right 90 days prior to expiration of the present agreement (March 3, 2025). It failed to timely do so, thereby restarting the clock for another calendar year. As such all the terms in the most recently ratified agreement (2022-2025) remain in effect, including the “no strike” clause. The only adequate remedy for Union’s breach is injunctive relief to prevent the Union from breaching further. Moreover, ATU’s bad faith efforts to attempt to terminate the contract prematurely constitutes a breach of the covenant of good

1 faith and fair dealing.

2 Separately, as reflected in evidence support this application, VTA, its riders, and the
3 community at large has and will continue to suffer irreparable harm for as long as the strike persists.
4 Accordingly, the TRO and OSC for a preliminary injunction should issue. VTA and ATU mutually
5 request a hearing as soon as possible, no later than this coming Friday, March 14, 2025.

6 II. RELEVANT CONTRACT TERMS

7 PREAMBLE

8 ...By its own terms and conditions, the previous agreement between
9 the parties remained in full force and effect while negotiation of this
10 Agreement proceeded.

11 Except in those instances where an explicit effective date of a
12 provision is specified in this Agreement, all provisions of this
13 Agreement which differ from the previous agreement shall become
14 effective upon the date of ratification which shall be the date of
15 ratification of the party last ratifying....

16 SECTION 23 – CONTINUITY OF SERVICE TO THE PUBLIC

17 ...During the term of this Agreement, neither the Union nor its
18 members shall call, sanction, assist, engage in any strike, slow-down
19 or stoppage of VTA work, operations or service, or in any manner
20 sanction, assist or engage in any restrictions or limitations of the
21 work, operations, or service of VTA.

22 The Union will require its members to perform their services for VTA
23 when required by VTA to do so except for a refusal by VTA to abide
24 by the terms of the arbitration or grievance procedure of this
25 Agreement. Refusal of employees to cross a primary picket line of
26 another employer, if approved by the Central Labor Council, shall not
27 be cause for discipline nor construed as a violation of the Agreement.

28 During the term of the Agreement, VTA shall not cause or permit any
lockout of any of its employees.

SECTION 25 – DURATION OF THE AGREEMENT

The term of this Agreement shall begin on March 7, 2022, and
continues through March 3, 2025, and from year to year thereafter.

Should either party desire to terminate this Agreement or alter it in
anyway, they shall give the other party written notice 90 days prior to
March 3, 2025, or any subsequent March 3rd. Such notice shall state
either the intent to terminate the Agreement at the end of the 90 day
period or negotiate amendments to changes stated in the notice.

1 The party receiving such 90 day notice shall, within 30 days prior to
2 March 3, 2025, or any subsequent March 3rd, notify the other party in
3 writing of its intent to terminate this Agreement or negotiate the
4 changes stated in its responding notice.

5 Negotiations on the amendments or changes of this Agreement shall
6 begin no later than 15 days prior to March 3, 2025, or any subsequent
7 March 3rd and shall continue until agreement is reached. During these
8 negotiations, this Agreement shall remain in full force and effect.

9 Changes to this Agreement are effective the first pay period following
10 ratification unless otherwise agreed.

11 **III. STATEMENT OF FACTS**

12 **A. VTA Provides Vital Transportation Services to the Residents and Visitors of Santa 13 Clara County and ATU Represents the District's Bus and Light Rail Operators**

14 VTA is a special district that provides sustainable, accessible, community-focused
15 transportation options that are innovative, environmentally responsible, and promote the vitality of
16 the region. (Declaration of Greg Richardson ISO VTA Ex Parte App. TRO/OSC ("Richardson
17 Decl.") ¶4.) VTA serves approximately 98,000 riders weekly and approximately 57,000 during the
18 weekend, a significant portion of whom are seniors, people with disabilities, low-income riders, and
19 individuals who do not have reliable alternative source for transportation. (*Id.* ¶¶12, 14, 15.)

20 ATU is an affiliate of the national Amalgamated Transit Union, AFL-CIO. ATU has
21 represented employees at VTA for decades and presently represents approximately 1,500
22 employees, including all bus and light rail operators. (Richardson Decl. ¶8.) The Union President is
23 Rajvinder Singh. (Declaration of Robert Escobar ("Escobar Decl.") ¶10.) The collective bargaining
24 agreement ("Agreement") between the parties governs the employment terms for ATU members.

25 **B. In July 2024, ATU Served Notice to Negotiate Regarding Contract Amendments**

26 The contract term for the current agreement is March 7, 2022 through March 3, 2025, subject
27 to the evergreen clause thereafter. (Escobar Decl. ¶3, Ex. 1 ("CBA").) On July 8, 2024, Singh served
28 VTA with a "Notice of Intent—Negotiations of Collective Bargaining Agreement," which stated in
relevant part, this "letter serves as notice that it is the intent of ATU local 265 to negotiate
amendments or to the CBA" and identified less than five sections. (*Id.* Ex. 2.) The Notice did not
identify the no-strike clause (section 23), or the duration clause (section 25) and ATU had not

otherwise notified VTA that it desired to bargain regarding such sections. ATU has not served VTA with a Notice of Intent to Terminate regarding the current Agreement. (*Id.* ¶11, 12.) On July 17, 2024, VTA responded and identified sections it wished to negotiate about. (*Id.* Ex. 3.)

C. Between August and January 2024, ATU Made an Opening Demand of 24% Over 3 Years and Then Passed that Same Offer 12 Times

In August 2024, ATU and VTA began negotiating the successor contract. (Escobar Decl. ¶14.) ATU made an opening demand to increase wages by 24% over 3 years (which compounds to 26%), with an 8% increase each year (8-8-8). (*Id.* ¶15.) VTA countered at a 3.75% increase to wages over 3 years (1%-1.25%-1.5%). ATU refused for months to counter VTA’s proposal. (*Id.* ¶18.) On November 7, VTA made concessions and increased its wage proposal from 3.75% to 4.5% (1.25-1.5-1.75). (*Id.* Ex. 5.) ATU did not move from its initial offer of 24% over 3 years. (*Id.* ¶19.) Between August 2024 and January 2025, ATU responded 12 times to VTA’s requests for a counter with the same proposal (a compounded increase of 26% over 3 years, 8-8-8). (*Id.* ¶19, Ex. 5.)

D. In January 2025, VTA Proposed Pre-Impasse Mediation

After months of VTA making concessions and ATU making none, VTA proposed mediation and ATU agreed. (Escobar Decl. ¶19.) VTA is not subject to the Public Employment Relations Board. Its enabling act under the Public Utilities Code addresses labor relations and provides that the parties can elect to engage a mediator from the State Conciliation Services any time there is a “dispute” during bargaining. (Pub. Util. Code § 100304.) In the weeks before mediation, ATU passed eight new proposals during negotiation sessions, evidencing that the parties were continuing to bargain in advance of mediation and were not at impasse. (*Id.* ¶20.) The parties did not have an opportunity to meaningfully discuss, much less agree on, any before mediation. (*Id.*) The parties participated in pre-impasse mediation on January 30, February 3 and February 5, 2025. Mediation did not result in a Tentative Agreement.¹ (*Id.* ¶21.)

E. Post-Mediation, ATU’s Bad Faith Tactics Escalated, In an Apparent Rush to Reach a Fictitious Impasse While VTA Continued to Try to Move Towards Consensus

¹ To the extent the mediation was privileged under Evidence Code section 1119, we refrain from detailing what occurred in our briefing.

On February 13, the parties held another bargaining session. (Escobar Decl. ¶22.) ATU began by stating, inaccurately, that VTA had declared impasse. (*Id.*) VTA corrected ATU and proceeded to present a package of proposals, including an offer to increase wages by 9% over 3 years (3-3-3), or 9.3% compounded, with an additional one-time payment of \$500. (*Id.*) ATU questioned whether the package was VTA's LBFO; VTA said it was not. (*Id.*) Singh questioned why VTA had agreed to resume negotiations when the parties had already reached impasse. (*Id.*) Escobar reiterated that VTA had never agreed the parties were at impasse and noted the parties' past practice of pre-impasse mediation. (*Id.*) Singh demanded a timeline for reaching a deal. (*Id.*) Escobar advised, "as soon as possible." (*Id.*) ATU agreed to present VTA's package to its membership for a vote on February 19. (*Id.* ¶19, Ex. 6.)

On February 20, Singh informed General Manager Carolyn Gonot by email that ATU members rejected the offer and requested that VTA provide its LBFO. (*Id.* ¶23.) He also advised that, at this same meeting, members had "authorized strike sanction." (*Id.*) "Strike sanction" is likely a reference to the ATU national Constitution and General Laws, which set forth the internal procedures that local divisions must satisfy vis-à-vis ATU International before striking. (*Id.*) These requirements, however, are only relevant if a parties' agreement allows for striking to occur. On February 21, Gonot responded, "[g]iven where we are at in the process, VTA is not in a position to declare a last, best and final offer (LBFO) at this time." (*Id.* ¶24.) She explained why the present package demonstrated VTA's efforts to continue to engage in good faith negotiations and that ATU had a similar obligation. (*Id.*) She noted ATU had not responded to VTA's then-present offer—3-3-3 percent increase over 3 years (9.3% compounded) with a one-time lump sum payment—and that ATU had not moved from its August 2024 position (8-8-8 percentage increase in pay which compounds to 26%). (*Id.*)

F. On February 25, for the First Time Since Negotiations Began, ATU Reduced its Wage Demand from 26% to 19.1% Over Three Years

On February 25, the parties held another bargaining session (Escobar Decl. ¶25.) ATU stated it had taken a vote on VTA's February 13 proposal and advised that they considered it to be VTA's LBFO. Escobar corrected them and remained clear in stating that the February 13 packet proposal

1 was not VTA’s LBFO. (*Id.* Ex. 5.) ATU passed a packet described as its “bottom line” for a
2 compounded increase of 19.1% over 3 years (6-6-6), certain dental benefits and reiterated its January
3 21 proposal regarding arbitrability. (*Id.*) VTA responded to and made counterproposals on
4 collectively nine items. (*Id.*) In response, VTA passed a packet of 9% over three years (3.5-2.5-3),
5 a one-time payment of \$1,00, and maintained its position on arbitrability. (*Id.* ¶25, Ex. 5.) Singh left
6 the room and returned with a copy of VTA’s proposal packet with a large “X” through the cover
7 page, and on it was written “Rejected by ATU, Raj Singh 2/25/25.” (*Id.* ¶26, Ex. 5.)

8 **G. On February 28, Singh Attempted to Declare Impasse Unilaterally**

9 On the morning of February 28, 2024, VTA met in closed session with its Board of Directors.
10 (Escobar Decl. ¶27, Ex. 5.) Thereafter, at approximately 2:00 p.m., VTA and ATU held a bargaining
11 session. (*Id.*) VTA presented its LBFO—9% percent over 3 years, adjusted to 4-3-2² and a one-time
12 payment of \$1,500. (*Id.*) ATU’s negotiating team looked at the offer, made a few critical comments,
13 and left. (*Id.* ¶28, Ex. 5.) The entire meeting lasted eight minutes. (*Id.*) That same evening, at
14 approximately 4:49 p.m., Singh sent Gonot a communication indicating the Union did not intend to
15 further move from the position, claiming their current position was ATU’s LBFO and declared
16 impasse. (*Id.* ¶29.) He did so despite only three hours having passed from the time VTA had
17 presented its LBFO that contained substantial sweeteners (bumping up the first-year increase to 4%,
18 a \$1,500 per employee signing bonus, and increasing the annual dental benefit to \$3,000 a year)—
19 far from enough time for their over \$1500 members to have voted on this proposal. (*Id.* ¶30.)

20 Also on February 28, ATU posted a memorandum to its members on its website, stating,
21 “[w]e will resubmit our Last, Best & Final. While we wait for a possible response, a Special
22 Membership meeting will be held on Friday, March 7, 2025, with location TBD.” (*Id.* ¶31, Ex. 15.)
23 Singh’s memorandum is misleading in that it suggests the Union had submitted a LBFO to VTA
24 *prior* to February 28, when it had not. (*Id.*) The memorandum also stated, “[w]hile we wait for a
25 possible response, a **Special Membership** meeting will be held on **Friday, March 7, 2025**, with
26 location TBD.” (*Id.* Ex. 15, emphasis in original.) The memo suggests that ATU’s leaders dismissed

27
28 ² After calculating each annual wage increase, 4-3-2 compounds to 9.3% over three years.

the LBFO out of hand since a members' meeting did not next occur until the following week.

H. On March 6, ATU Served VTA with a Notice of Intent to Strike; VTA Urged ATU Not to Strike and Warned of Breach of Contract

On the evening of Thursday, March 6, Singh hand-delivered a "Notice of Intent to Strike" to VTA Board Chair Sergio Lopez. (Escobar Decl. ¶32, Ex. 16.) From the moment VTA received notice of the strike, Gonot and other VTA leaders engaged in coordinated efforts to communicate with ATU representatives to persuade them to change course and continue with negotiations. (Richardson Decl. ¶24.) VTA communicated to the public that it wanted to give fair and competitive wages to its workers, but also had to make fiscally sound decisions in protect service levels. (*Id.* ¶22.) On Sunday, March 9, VTA served a cease and desist, stating the legal violations stemming from both notice and actual effectuation of a strike. (*Id.* Ex. 4.) That day, VTA's negotiators met with ATU the table again, expecting the Union to offer movement, but instead resulted in quick disappointment and further refusal by the Union to bargain in good faith. (Escobar Decl. ¶33.)

Thereafter, and through the evening of Monday, March 10, even after the strike had started, Gonot continued to communicate with Singh by email, including attempts to dispel him of his misinformed understanding of the contract. (Richardson Decl. ¶29, Ex. 5.) Her efforts proved futile.

I. On Monday, March 10, Shortly After the Strike Started, VTA Received Reports of Injuries and Blocking of Vehicles and Non-ATU Employees Ingress and Egress

At approximately 4:00 a.m., VTA officials reported that ATU picketers were protesting. At some sites, picketers were blocking entrances. (Richardson Decl. ¶27.) Picketers may have challenged deliveries from VTA's outside vendors that require ingress and egress into the property. (*Id.*) And VTA staff who have attempted to report to work this morning have been turned away as a result of the picketing. (*Id.*) Later that morning, traffic incident involving a VTA marked pickup truck and two protesters wearing traffic vests. (*Id.* ¶28.) At least one protester required medical attention following the incident and that law enforcement responded. (*Id.*)

IV. STANDARD OF REVIEW

An injunction may issue when "it appears by the complaint that the plaintiff is entitled to the relief demanded, and the relief... consists in restraining the commission or continuance of the act

complained of, either for a limited period or perpetually” or the same where such act during “litigation would produce waste, or great or irreparable injury, to a party to the action.” (Code Civ. Proc., § 526, subd. (a)(1)-(a)(2).) Injunction is appropriate when “pecuniary compensation would not afford adequate relief.” (Code Civ. Proc., § 526, subd. (a)(4).) In evaluating a TRO or preliminary injunction application, courts will balance the equities between the parties. (*Jamison v. Dept. of Transp.* (2016) 4 Cal.App.5th 356, 361.). A court may grant injunctive relief as a remedy for breach of a collective bargaining agreement, pursuant to Labor Code section 1126. (Code Civ. Proc., § 527, subd. (c).) VTA’s application for TRO and OSC comports with the applicable procedural requirements. (See Declaration of Jenica D. Maldonado in Support of VTA’s Ex Parte Application for TRO and Order to Show Cause Re: Preliminary Injunction (“Mald. Dec.”) ¶¶1-8.)

V. ARGUMENT

A. **This Court Has Jurisdiction Over This Dispute and the Power to Order the Injunctive Relief VTA Seeks**

1. **The Court Has Jurisdiction Under Labor Code Section 1126 to Grant Injunctive Relief to Prevent Further Strike By ATU Members**

This court has jurisdiction over a claim for breach of a collective bargaining agreement. Labor Code section 1126 specifically provides that, “any collective bargaining agreement between an employer and a labor organization shall be enforceable at law or in equity.” “[A] breach of such collective bargaining agreement by any party thereto shall be subject to the same remedies, including injunctive relief, as are available on other contracts in the courts of this State.” (*Id.*) By this same logic, California courts have granted injunctive relief to preclude a union from striking where the parties’ collective bargaining agreement precluded striking. (*A.I. Gage Plumbing Supply Company v. Local 300 of International Hod Carriers, Building and Common Laborers Union of America* (1962) 202 Cal.App.2d 197, 205); *City and County of San Francisco v. United Assn. of Journeymen of U.S. & Canada* (1986) 42 Cal.3d 810, 819 [as applied to no-strike clause].)

2. **The Union’s Arguments That CCP § 527.3 and the Contract Itself Precludes Jurisdiction By Requiring Resolution By Grievance Only Are Meritless**

VTA anticipates the Union will contest the court’s jurisdiction on two grounds. In a

communication to VTA’s legal counsel, Union counsel argues that CCP section 527.3 prevents this court from issuing any restraining order that would preclude a person or persons from engaging the activities enumerated in subsections (b)(1)-(3). (Mald Dec. Ex. 2.) Section 527.3 “promotes the rights of workers to engaged in concerted activity,” including the right to picket, and provides that the “equity jurisdiction of the courts in cases involving or growing out of a labor dispute shall be no broader than as set forth in subdivision (b).” (Code Civ. Proc. § 527.3 subd. (a).) Those subsections provide that giving publicity to, peaceful picketing, and assembly are legal and preclude courts from issuing TROs or injunctions to prohibit the same. (Code Civ. Proc. § 527.3, subd. (b).)

The Union ignores that the statute also includes carve-outs that make the language above inapplicable to this dispute. Subsection (d) provides that “[n]othing contained in this section shall be construed to alter the legal rights of public employees of their employers, nor shall alter the rights of parties to collective-bargaining agreements under the provisions of Section 1126 of the Labor Code.” Nothing in Section 527.3 is intended to alter the agreed-upon terms of a collective bargaining agreement between public sector employers and its employees, which would include where those parties agree to a no-strike clause, as ATU and VTA did here, and which the VTA Board ratified. (*San Francisco v. Evankovich* (1977) 69 Cal.App.3d 41, 45 fn. 2 [recognizing § 527.3 inapplicable to public employers]); *Retired Employees Assn. of Orange County, Inc. v. County of Orange* (2011) 52 Cal.4th 1171, 1182.) This provision is also consistent with the widely-recognized and typically-followed public policy and “grand bargain” that public sector employers often reach with their employees—that, to ensure the continuity and stability of vital public service delivery, in exchange for labor peace (i.e., no strikes), the employer agrees to submit to binding labor arbitration regarding topics agreed upon in the collective bargaining agreement. (*Regents of U.C.* (2010) PERB Decision No. 2094-H.) The Union’s reliance on Section 527.3 is inappropriate.

3. The Contract’s Grievance Procedure Does Not Preclude Court Order

The Union also alleges that VTA may only resolve the parties’ disagreement regarding the “no strike” clause under the grievance and dispute resolution procedures set forth in the CBA (Section 19). (Mald Dec. Ex. 2.) It makes this argument, while at the same time arguing that the contract has been “terminated.” (*Id.*) Putting aside this glaring inconsistency, Labor Code section

1 1126 provides VTA with an independent basis for jurisdiction, unrelated to the contract. And there
2 is no language in the contract that says VTA is prevented from utilizing Labor Code section 1126
3 or specifically seeking court intervention in the event of a strike. VTA would never have agreed to
4 such terms. And the suggestion that VTA would submit this dispute through the contract's grievance
5 procedures to the Union for resolution is incredulous. But even if the VTA *theoretically* submitted
6 a grievance to contest the strike, that would not be the exclusive path for dispute resolution. *Fresno*
7 *v. Unified School District v. National Education Assoc.* (1981) 125 Cal.App.3d 249 [recognizing
8 courts and PERB, by comparison, share concurrent jurisdiction over alleged breaches of contract
9 that could be viewed as unfair practices].) Accordingly, there are no barriers that prevent this Court
10 from exercising jurisdiction and from awarding injunctive relief in this matter.

11 **B. VTA is Likely to Prevail on the Merits of its Complaint Against ATU**

12 **1. VTA Is Likely to Prevail on Breach of Contract Claim Against ATU Based**
13 **Upon ATU's Violation of the Express "No Strike" Clause**

14 The TRO should issue because VTA will prove, without issue, that ATU's actions violated
15 the terms of the "no strike" clause in the contract and that VTA and its constituents will continue to
16 suffer irreparable harm every day that the strike persists. The elements of a cause of action for breach
17 of contract are: "(1) the existence of the contract, (2) plaintiff's performance or excuse for
18 nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff." (*Oasis West*
19 *Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) "Indeed, 'all modern California decisions treat
20 labor-management agreements whether in public employment or private as enforceable contracts
21 (see Lab. Code, § 1126) which should be interpreted to execute the mutual intent and purpose of the
22 parties.'" (*Ibid.*; *Glendale City Employees' Assn., Inc. v. City 21 of Glendale* (1975) 15 Cal.3d 328,
23 339; *Retired Employees Assn. of Orange County, supra*, 52 Cal.4th at 1182 [agreements between
24 public agency employers and their employees, as ratified by the agency's governing body, are
25 binding and constitutionally-protected].)

26 As to the first element, at the time that ATU breached the "no strike" clause, the CBA was
27 in "existence", or stated otherwise, was in "full force and effect". Section 25 of the CBA addresses
28 "Duration of Agreement". It provides that the term as "March 7, 2022, and continues through March

3, 2025, and from year to year thereafter.” Thereafter, the contract either continues, with an opportunity to negotiate amendments or changes, during which period “the Agreement remains in full force and effect,” *or* one party exercises their right to terminate. “Should either party desire to terminate this Agreement or alter it in any way, they shall give the other party written notice 90 days prior to March 3, 2025, or any subsequent March 3rd.” (CBA § 25.) On July 17, 2024, ATU sent VTA a Notice of Intent to Negotiate. In doing so, ATU triggered the terms providing that negotiations on amendments or changes would begin at least 15 days in advance of when the Agreement would otherwise expire on March 3, 2025, or any subsequent March 3rd, and “shall continue until agreement is reached,” and that, during these negotiations, “this Agreement shall remain in effect.” As such, the Agreement was and still is in full force and effect up until “the first pay period following ratification” of the successor agreement. (*Id.*)

Second (and as to the third and fourth elements as well), ATU committed material breach of the “no strike” clause—first by issuing the March 6 memo from President Singh declaring ATU’s intention to strike, and next by going through with the strike on Monday, March 10th and every moment since that ATU members have refused to report to work and ATU has maintained the picket line. VTA has continued to perform its duties under the contract. And VTA and its broad constituencies have suffered substantial monetary and non-monetary damages as a result of the breach. (Richardson Decl. ¶12.) VTA has performed all of its contract obligations. As such, VTA is likely to prevail on the merits on a breach of contract claim and urges the Court to grant a TRO as soon as possible to prevent further injury and damages to VTA and the public while awaiting a determination on the merits.

2. ATU Claims No Breach Because the Contract Terminated *Before* the Strike—Not So

ATU—through its President and legal counsel—offers a convoluted explanation to refute VTA’s breach of contract claim. It does not have merit even under the most modest of scrutiny or hold up against VTA’s robust evidentiary record. ATU contends that it has not breached because the agreement has, based upon events at the table, suspended by self-operation. They claim that VTA made a Last, Best, and Final Offer earlier than VTA did, that ATU members rejected that

offer, and that such rejection put the parties at a labor impasse. This purported impasse somehow terminated the contract *entirely* or, in their more recent recitation of their theory, at least terminated the “no strike” clause. (Richardson Decl. Ex. 3, 5; Mald. Dec. Ex. 2.) This Now that the parties are allegedly no longer negotiating, and have reached a practical stalemate in the eyes of the Union, the Union believes it is free to strike.

First, ATU did not properly reject VTA’s actual Last, Best, and Final Offer (served February 28) because their membership did not meaningfully consider it at the bargaining table and their members appear to have made the decision to strike *before* having even received it. As such, they acted in bad faith and are legally precluded from being able to claim they satisfied this essential pre-requisite step towards impasse. (*See Fresno County In-Home Support Servs. Public Authority* (2010) PERB Decision No. 2418-M, p. 28.)

Second, VTA does not concede that the parties are or ever were at impasse—currently, over the law few weeks, or after the January 30 mediation. To be at impasse, both sides must have made LBFOs *in good faith*, and both sides must have reached the conclusion that there were truly no further steps that could have been taken by either side to reach agreement. ATU cannot credibly make this claim under oath. Since August 2024, it has only moved off of its original wage proposal one time—from 8-8-8 to 6-6-6. It has offered no explanation why its members cannot make any further concessions to close the current 9% overall spread between the parties’ proposals. ATU members are the fifth highest-paid transit operators in the nation. (Richardson Decl. ¶9.) Over the last three contracts preceding the current agreement, ATU secured 26% in wage increases for its members. (Escobar Decl. ¶17.) Indeed, they even secured a mid-contract increase up to 16.5% on their current agreement, despite that fact that VTA had no contractual obligation to bargain and give raises at that juncture. (*Id.*) VTA has explained why ATU cannot have more—because doing so would require cuts in service and rate increases for riders. ATU has not offered a good faith reason for objecting to VTA’s current proposal or a cogent rationale for why an increase that would set VTA even further away from comparable employees in other agencies is justified or necessary. Such strategy violates ATU’s obligation to bargain in good faith and cannot form the foundation from which an impasse is reached.

1 Third, ATU has pointed to the contract language that says the parties' agreement remains in
2 full force and effect "during negotiations" and that, because negotiations have allegedly "ended,"
3 so too has the contract's holdover terms in anticipation of a successor agreement being reached.
4 (Mald. Decl. Ex. 2.) ATU cannot read language into the contract that does not exist. (*Parsons v.*
5 *Bristol Development Co.* (1965) 62 Cal.2d 861, 865 ["It is...solely a judicial function to interpret a
6 written instrument."]) There is nothing in the contract that says, if negotiations cease or if impasse
7 is reached, then ATU is allowed to strike or the contract terminates. What the contract *does* say, is
8 that, for the contract to be terminated, either party must give the other side notice within 90 days of
9 the current contract's expiration, March 3, 2025, or any "subsequent March 3rd." (CBA § 25.) ATU
10 cannot ignore this provision or the intention behind the clause. If ATU wants to be free of the "no
11 strike" clause it needs to either bargain to remove it from the contract (something they did not elect
12 to do) or wait until this coming December 2025 to exercise their termination rights. Doing otherwise
13 constituted a unilateral change and entitles VTA to the legal remedies sought in its Complaint.

14 The Union cites *City of El Cajon v. El Cajon Police Officers Assn.* (1996) 49 Cal.App.4th
15 64, 72-73 to support its "negotiations have ended" argument. *El Cajon* is distinguishable. In *El*
16 *Cajon*, the contracts at issue had language providing that the existing contract terms would apply
17 until such time as the parties reached a successor agreement. The contracts did not, however, also
18 contain a provision that addressed termination. The court concluded, therefore, that the contracts
19 were of "indeterminate duration" and could be subject to terminate if the parties declared impasse
20 while negotiations were ongoing. (*Id.* at 72.) By contrast, the VTA-ATU CBA Section 25 includes
21 express language to terminate the contract. The Court in *El Cajon* also recognizes the following: "
22 'Labor contracts of indeterminate duration or ones that do not provide a manner of termination are
23 terminable at will.' " (*Id.* at 72, quoting *Montgomery Mailers' Union 127 v. Advertiser Co.* (11th
24 Cir. 1987) 827 F.2d 709, 715, emphasis added.)) The Union's reliance on *El Cajon* is unpersuasive.

25 Accordingly, the Union's arguments as to the status of the CBA are wholly without merit
26 and reveal their unfortunate bad faith behavior to date at the bargaining table. Labor negotiations
27 require, as an agreed-upon predicate, that all parties come to the table in good faith and with a
28 genuine desire to reach agreement. Integral to public sector negotiations is also an implicit

1 assumption that public sector employees also want to act in the interest of the great public they serve
2 and understand that their public agency employer's financial means are limited by available public
3 tax dollars. The sooner that ATU remembers this, the better.

4 **3. ATU Neglected to Pursue Lawful Means for Impasse Resolution Before Striking**

5 ATU's argument is also suspect because it had alternative, lawful impasse resolution options
6 and declined to explore them before going on strike. The VTA Enabling Act does not "displace or
7 supplement the requirements of Chapter 3 (commencing with Section 3610) of the Division 4.5 of
8 Title 1 of the Government Code, and the impasse resolution and injunctive relief procedures
9 provided for pursuant to Sections 3612 to 3614 of the Government Code shall remain exclusive."
10 (Pub. Util. Code § 100310.) This Chapter addresses disputes between exclusive bargaining
11 representatives and public transit agencies. While disputes under this Chapter are not subject to
12 fact-finding (§ 3611, subd. (a)), "[a]t the request of either party to... a conciliator from the California
13 State Mediation and Conciliation Service shall be assigned to mediate the dispute and shall have
14 access to all formal negotiations" (§ 3611, subd. (d); *see also* Pub. Util. Code § 100304.) The
15 parties' mediation *pre-impasse* was consistent with VTA and ATU's past practice in prior
16 negotiations. Nothing precluded ATU from re-engaging a mediator as an alternative measure.

17 ATU also declined to engage the Governor's Office as a lesser measure. "Whenever in the
18 opinion of the Governor, a threatened or actual strike or lockout will, if permitted to occur to
19 continue, significantly disrupt public transportation services and endanger the public's health,
20 safety, or welfare, and upon the request of either party to the dispute, the Governor may appoint a
21 board to investigate the issues involved in the dispute and to make a written report to him or her
22 within seven days." (Gov. Code § 32316.) But if ATU's ultimate goal was to strike, then they may
23 have been deterred from pursuing this option given the clauses that follows: "Any strike...during
24 the period of investigation of the board appointed pursuant to this section is prohibited." (Gov. Code
25 §§ 3612, subd. (b).) ATU's decision to strike in defiance of the "no strike" clause was, therefore, a
26 decision in contravention of the public policy considerations recognized in this chapter as well. By
27 contrast, VTA intends to request the Governor's involvement pursuant to this chapter as soon as
28 possible. (Richardson Decl. ¶32.)

1 **C. VTA and Constituents Are Suffering Irreparable Harm Each Day the Strike Persists**

2 VTA has also met its burden to demonstrate the irreparable harm condition to support of a
3 temporary restraining order. Irreparable harm means more than harm that cannot be repaired.
4 Irreparable harm in the context of injunctive relief means “that species of damages, whether great
5 or small, that ought not to be submitted to on the one hand or inflicted on the other.” (*DVD Copy
6 Control Assn., Inc. v. Kaleidescape, Inc.* (2009) 176 Cal.App.4th 697, 721-722, cite ommitted.) In
7 a breach of contract case, irreparable harm may be established when “there is an inability to ascertain
8 the amount of damage. In other words, to say that the harm is irreparable is simply another way of
9 saying that pecuniary compensation would not afford adequate relief or that it would be extremely
10 difficult to ascertain the amount that would afford adequate relief. (*DVD Copy Control Assn., supra*,
11 at pp. 721-722, cite ommitted.) Here, VTA has submitted a robust record demonstrating that
12 substantial and irreparable harm is already occurring. Riders of public transit in Santa Clara County
13 and everyone who relies on the operation of our stable County transit system have had no access to
14 VTA’s transportation services since Monday, March 10 at midnight. We do not know the total costs
15 and damages that will be incurred by our community members, but it is invariably substantial.
16 Protestors may have been injured, some VTA employees and vendors have been denied access to
17 buildings. Meanwhile, VTA is losing \$72,000 in fare revenue each 24-hour period that the strike
18 persists; dollars that VTA will never recapture that help fund a stable and reliable transit service
19 for the public. (Richardson Decl. ¶18.) Disruption of an essential public service, like reliable public
20 transportation, “seriously threatens the public health and safety,” so much so that, even in cases
21 where public employees have not given up their right to strike in exchange for robust contract terms
22 (like ATU did), courts have still recognized that public sector employees are prohibited, under
23 common law, from striking if the strike “creates a substantial and imminent threat to the health or
24 safety of the public.” (*County Sanitation District No. 2 v. L.A. County Employees’ Assn.* (1985) 38
25 Cal.3d 564, 586.) VTA need only show breach of contract and it has met its burden.

26 **VI. CONCLUSION**

27 For the reasons stated above, VTA requests that, pursuant to Rule of Court 3.1150 subd. (d),
28

the Court set this matter for a hearing as to issuance of a temporary restraining order as soon as possible, but no later than Friday, March 14, 2025.

Dated: March 12, 2025

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 
Jenica D. Maldonado
Attorneys for Plaintiff
SANTA CLARA VALLEY TRANSPORTATION
AUTHORITY

LEGAL SERVICES AGREEMENT

This Agreement, dated as of _____, 2026 ("Effective Date"), is made by and between the Redwood Empire Dispatch Communications Authority, a Joint Powers Authority, (hereinafter referred to as "REDCOM") and _____ ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes in municipal law representation of special districts, joint powers authorities, and has significant experience and recognized expertise in labor negotiations, employee dispute resolution, and related employment matters; and

WHEREAS, Attorney has responded to REDCOM's Request for Qualifications for General Counsel services to REDCOM; and

WHEREAS, the REDCOM Board of Directors has selected Attorney's proposal and wishes to enter into a Legal Services Agreement with Attorney for General Counsel services;

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

AGREEMENT

1. Services. Attorney will provide legal assistance to REDCOM as general counsel ("General Counsel Services"). Such requests shall be made through the REDCOM and Attorney shall always keep the REDCOM adequately informed of the matters Attorney is handling. Attorney shall keep the REDCOM fully advised of the progress in each matter. Attorney shall provide REDCOM with periodic updates, as may be appropriate.
2. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided however that total payments hereunder shall not exceed \$100,000. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.
3. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on _____.
4. Standard of Care. REDCOM has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood

that acceptance by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Billing statements shall be provided on a monthly basis and shall include the following information:

- a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
- b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
- c. Separate itemization of non-legal costs by type.
- d. Total fees and costs of the matter to date.
- e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
- f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

"I have personally examined this billing statement. All entries are in accordance with the Legal Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to REDCOM."

6. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:

- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
- b. Unnecessary messenger or express mail charges.
- c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
- d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
- e. Expenses for experts or attorneys that have been retained without the prior written approval of REDCOM.

- f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of REDCOM.
 - g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - i. Replacement attorney learning time or other ramp-up learning costs.
 - j. Travel time.
 - k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).
7. Direction and Extraordinary Expenses. All direction and control of Attorney's work will be by REDCOM. Attorney shall seek pre-approval from REDCOM for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and Attorneys, and out-of-town travel.
8. Termination. This Agreement may be terminated by REDCOM at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to the REDCOM upon such termination. Attorney will be available to consult with REDCOM or, should one be retained, with REDCOM's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.
9. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
10. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform REDCOM.
11. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of REDCOM. Attorney is not to be considered an agent or employee of

REDCOM and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits REDCOM provides its employees. In the event REDCOM exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and REDCOM and by way of execution of a written modification to this Agreement.
13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.
14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release REDCOM, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of REDCOM, but excluding liability due to the sole or active negligence or due to the willful misconduct of REDCOM. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to REDCOM for any loss or damage to REDCOM property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.
15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
16. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.
17. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold REDCOM harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If REDCOM is audited for compliance regarding any

withholding or other applicable taxes, Attorney agrees to furnish the REDCOM with proof of payment of taxes on these earnings.

18. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where REDCOM deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, REDCOM must waive any such actual or potential conflict before Attorney may represent such other party.
19. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
20. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail or email. Notices, bills, and payments sent by mail shall be addressed as follows:

REDCOM: REDCOM
Evonne Stevens, Executive Director
2796 Ventura Ave.
Santa Rosa, CA 95403

Attorney: _____

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid or sending of electric mail. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

22. No Waiver of Breach. The waiver by REDCOM of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or

promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.

24. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated:

Attorney:

By: _____

Dated:

REDCOM

By: _____

Evonne Stevens
REDCOM Executive Director

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED

EXHIBIT A
RATES

EXHIBIT B INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, Attorneys, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

REDCOM reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Attorney from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance.
 - a. Required if Attorney has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.

If Attorney currently has no employees as defined by the Labor Code of the State of California, Attorney agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance.
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Attorney maintains higher limits than the specified minimum limits, REDCOM requires and shall be entitled to coverage for the higher limits maintained by Attorney.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by REDCOM. Attorney is responsible for any deductible or self-insured retention and shall fund it upon REDCOM's written request, regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving the REDCOM.

- d. REDCOM its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Attorney in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “P” definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Attorney and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Certificate of Insurance.
3. Automobile Liability Insurance.
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Attorney currently owns no autos, Attorney agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance.
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by REDCOM.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
5. Standards for Insurance Companies.
- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation.

- a. The Certificate of Insurance must include the following reference: REDCOM– Legal Services Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with REDCOM for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: REDCOM, Attn: Evonne Stevens, 2796 Ventura Ave., Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Attorney shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations.

Attorney's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach.

If Attorney fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. REDCOM at its sole option, may terminate this Agreement and obtain damages from Attorney resulting from said breach. Alternatively, may purchase the required insurance, and without further notice to Attorney, REDCOM may deduct from sums due to Attorney any premium costs advanced by REDCOM for such insurance. These remedies shall be in addition to any other remedies available to REDCOM.